

Lexington-Fayette Urban County Government

*200 E. Main St
Lexington, KY 40507*



Docket

Tuesday, April 16, 2024

3:00 PM

packet

Council Chamber

Urban County Council Work Session

I. Public Comment - Issues on Agenda**II. Requested Rezoning/ Docket Approval****III. Approval of Summary****[0409-24](#)**

Table of Motions: Council Work Session, April 9, 2024

Attachments: [TOM 04.09.24](#)**IV. Budget Amendments****V. Budget Adjustments - For Information Only****VI. New Business****VII. Continuing Business/ Presentations****[0410-24](#)**

Summary: General Government and Planning Committee, February 13, 2024

Attachments: [2.13.24 GGP Summary and Motions](#)**VIII. Council Reports****IX. Mayor's Report****X. Mayor's Report - Price Contract Bid Recommendations****XI. Public Comment - Issues Not on Agenda****XII. Adjournment**

Administrative Synopsis - New Business Items

- a **0338-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute the Memorandum of Agreement with the Lyric Theatre for the purchase of new theatrical lighting at a cost not to exceed \$83,000. [Mayor's Office, Lyons]
- Attachments:** [REVISED Lyric Theatre Council Memo - theatrical lighting FY 24](#)
[REVISED signed Lyric MOA - 2024 - Theatrical Lighting](#)
[RESO 0338-24 - Lyric Lighting 4860-5506-1943 v.1.docx](#)
[R-201-2024](#)
- b **0357-24** A Resolution authorizing the Div. of Emergency Management to purchase an outdoor warning siren system from Federal Signal, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Federal Signal, related to the procurement. [Div. of Emergency Management, Larkin]
- Attachments:** [Federal Signal Sole Source Letter to Mayor 3-26-2024](#)
[Federal Signal SOLE SOURCE CERTIFICATION FORM](#)
[357-24 4878-4222-0211 v.1.docx](#)
[R-202-2024](#)
- c **0358-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Agreements with Tetra Tech, Inc., for MS4 Program Management Services, for the Div. of Water Quality, decreasing the Contract by the collective sum of \$440,720.55, from \$1,446,377.00 (\$719,258.00 in FY 2021 and \$727,119.00 in FY 2022) to \$1,005,656.45 (\$523,997.20 in FY 2021 and \$481,659.25 in FY 2022). [Div. of Water Quality, Martin]
- Attachments:** [CO Decrease MS4 FY21&22](#)
[RESO 358-24- Change Order 1 to MS4 Contract with Tetra Tech 4887-4176-](#)
[R-203-2024](#)
- d **0359-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Agreements with Tetra Tech, Inc., for MS4 Program Management Services, for the Div. of Water Quality, decreasing the Contract by the collective sum of \$126,357.15, from \$2,448,000.00 (\$816,000.00 in FY 2014; \$816,000.00 in FY 2018; and \$816,000.00 in FY 2020) to \$2,321,642.85 (\$795,028.32 in FY 2014; \$785,597.71 in FY 2018; and \$741,016.82 in FY 2020). [Div.

of Water Quality, Martin]

Attachments: [CO Decrease MS4 FY14 FY18 FY20](#)

[RESO 359-24- Change Order 1 to MS4 Contract with Tetra Tech \(FY 14, FY 15, FY 16, FY 17, FY 18, FY 19, FY 20, FY 21, FY 22, FY 23, FY 24\)](#)
[R-204-2024](#)

- e** **0360-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement (PSA) with the Downtown Lexington Corporation d/b/a Downtown Lexington Partnership, to provide funds to the organization for the funding of their FUSUS Grant Program, at a cost not to exceed \$10,000. [Mayor's Office, Atkins]

Attachments: [DLP FUSUS Blue Sheet](#)

[DLP FUSUS Agreement \(Final\)](#)

[RESO 0360-24 - DLP FUSUS Agreement 4884-2834-9110 v.1.docx](#)

[R-205-2024](#)

[Contract #106-2024](#)

- f** **0361-24** A Resolution authorizing and directing the Dept. of Finance to designate a fund for the maintenance of football fields, to be funded by maintenance fees collected pursuant to approved Facility Usage Agreements with youth football organizations, and further authorizing and directing the Dept. of Finance to designate a fund for the maintenance of soccer fields, to be funded by maintenance fees collected pursuant to approved Facility Usage Agreements with youth soccer organizations. [Div. of Parks and Recreation, Conrad]

Attachments: [361-24 Football and Soccer Maintenance Funds Bluesheet Memo](#)

[\(Draft\) Resolution - Football and Soccer Maintenance Funds 4892-2681-3613](#)

[0361-24 Resolution - Football and Soccer Maintenance Funds 4890-5520-324](#)

[R-206-2024](#)

- g** **0362-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Amendment to the Memorandum of Agreement authorized by Resolution 401-2023, related to an allocation of Council Capital Expenditure Funds to AVOL Ky. incorporated, extending the period of performance to December 31, 2024, at no cost to the Urban County Government. [Dept. of Social Services, Allen-Bryant]

Attachments: [0362-2024 Bluesheet Memo -AMENDMENT to AVOL MOA R-401-2023 for C Amendment to AVOL MOA 4856-0639-5570](#)
[AVOL Capital Projects revised 03.26.2024](#)
[RESO 0362-24 Amendment to Memorandum of Agreement iwth AVOL Kentu R-207-2024](#)
[Contract #114-2024](#)

- h** **0364-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with the Hope Center, Inc., for the Fayette County Detention Center Recovery Program to provide daily recovery services to the inmates of the Fayette County Detention Center, effective July 1, 2024, through June 30, 2025, at an estimated cost not to exceed \$228,000, for FY2025, subject to appropriation by Council. [Div. of Community Corrections, Colvin]

Attachments: [HOPE CTR memo FY25](#)
[HOPE CTR FY25 AGREEMENT unsigned 3-28-24](#)
[HOPE CTR FY25 AGREEMENT signed](#)
[Resolution 0364-24 Hope Center 4876-6131-4487 v.3.doc R-208-2024](#)
[Contract #111-2024](#)

- i** **0368-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement (awarded pursuant to RFP No. 49-2023) with Granicus LLC for short-term rental tracking and monitoring software, for the Div. of Revenue, at a cost not to exceed \$48,416.10. [Div. of Revenue, Holbrook]

Attachments: [Service Level Agreement SLA](#)
[KY Lexington-Fayette Urban County KY Q-322322 2024FEB20 Version 1 Bluesheet Memo - STR Software](#)
[RESO 368-24- STR Software 4882-5863-0072 v.1.docx](#)
[R-190-2024](#)

- j** **0369-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Partial Release of Easement, releasing a portion of a street light and drainage easement on the property located at 2845 Kearney Creek Lane. [Div. of Water Quality, Martin]

Attachments: [Blue Sheet](#)
[Kearney Creek Agreement](#)
[Kearney Creek Map](#)
[RESO 369-24- Release of Easement at 2845 Kearney Creek 4894-2412-2296](#)
[R-209-2024](#)
[Deed #8587](#)

- k** **0377-24** Authorization to accept a Memorandum of Understanding (MOU) with the Administrative Office of the Courts (AOC) for Citation Data Transfer from the AOC to the Lexington Police Department and shall commence April 1, 2024. No budgetary impact. (L0377-24) (Weathers/Armstrong)

Attachments: [Cover Memo - Administrative Office of the Courts](#)
[Administrative Office of the Courts - MOU 2024-295 LPD Citation Data Trans](#)

- l** **0379-24** A Resolution authorizing the Div. of Police to purchase support services from DNA Labs International, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with DNA Labs International. [Div. of Police, Weathers]

Attachments: [Cover Memo - DNA Labs International - Sole Source Certification](#)
[Sole Source Certification - DNA Labs International](#)
[379-24 dna labs 4891-4000-4022 v.1.docx](#)
[R-210-2024](#)

- m** **0381-24** A Resolution authorizing the Div. of Emergency Management to purchase a three-year warranty on generator parts from Boyd Cat, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Boyd Cat, related to the procurement, at a cost not to exceed \$2,860. [Div. of Emergency Management, Larkin]

Attachments: [Boyd Warranty Cover Memo](#)
[Boyd Warranty Sole Source_2023](#)
[Authorized Dealer Letter - Boyd Company - 12.19.23 - LFUCG Emergency Ma](#)
[Boyd Cat Extended Warranty](#)
[381-24 4887-6208-0437 v.1.docx](#)
[R-211-2024](#)

- n** **0386-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to remit \$20,000 to LexArts, Inc., as reimbursement for costs related to the improved artwork lighting at Isaac Murphy Memorial Art Garden. [Div. of Parks and Recreation, Conrad]

Attachments: [Improved Artwork Lighting at Isaac Murphy Memorial Art Garden Memo Signe LexArts lighting invoice](#)
[RESO 0386-24 - Isaac Murphy Memorial Art Garden Art Panel Reimbursement R-191-2024](#)

- 0389-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Amendment to an Agreement with Lexington Habitat for Humanity, Inc., under the HOME Investment Partnerships Program, extending the period of performance through December 31, 2024, and further authorizing the Mayor to execute any other necessary amendments related to this Agreement. [Div. of Grants and Special Programs, Reynolds]

Attachments: [24-Blue Sheet Memo Lex Habitat Extension](#)
[FY21 HOME - Lexington Habitat DPA Amendment - Unsigned](#)
[RESO 0389-24 Amendment to Habitat for Humanity HOME Agreement 4891-R-212-2024](#)
[Contract #113-2024](#)

- 0390-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an award of \$6,292.51 in Federal funds from the Bluegrass Area Agency on Aging and Independent Living, under Title IIIB of the American Rescue Plan Act (ARPA), for the Lexington Senior Center, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, authorizing the Mayor to execute any necessary Agreements related to these funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Aging and Disability Services, Stambaugh]

Attachments: [24-Bluesheet Memo Sr Center](#)
[FW Bluegrass ARPA request IIIB for Fayette County bike and garden bed BA 12945](#)
[Garden Bed Quotes](#)
[Recumbent Bike Quotes](#)
[RESO 0390-24 Second Title IIIB ARPA grant 4888-3106-1944 v.1.docx R-213-2024](#)

- 0391-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Contract Modification No. 3 to the Engineering Services Agreement with Palmer Engineering, for additional engineering services related to the Town Branch Trail Phase V Project, for the Div. of Engineering, increasing the Contract by the sum of \$46,000, from \$740,002 to \$786,002. [Div. of Engineering, Burton]

Attachments: [24-Blue Sheet TB Trail VI CM No. 3](#)
[2024-03-27 Town Branch Trail Ph V - Contract Modification No. 3](#)
[2024-03-27 Town Branch Trail Ph V - KYTC LPA Change Order Form](#)
[RESO 391-24- Contract Mod 3 to Agreement with Palmer \(TBT Phase V\) 488 R-214-2024](#)
[Contract #209-2015](#)

- r** **0392-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an award from the PNC Foundation of \$75,000 for the implementation and/or enhancement of a high-quality, nature-based play and learning environment in the Family Care Center, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Family Services, Horton-Holt]

Attachments: [24-Bluesheet Memo FCC PNC Award](#)
[PNC Award Notice & Grant Terms](#)
[BA 12946](#)
[RESO 0392-24 PNC Grow-Up Grant 4881-0564-3960 v.1.docx](#)
[R-215-2024](#)

- s** **0393-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Conditional Commitment Letter with the Ky. Infrastructure Authority to acknowledge and accept the commitment and its terms and conditions for an additional award of \$1,165,178 in Federal funds under the Ky. Cleaner Water Grant (American Rescue Plan Act Funds), for the installation of ultraviolet disinfection equipment at Town Branch and West Hickman Wastewater Treatment Plants, the acceptance of which does not obligate the Urban County Government to the expenditure of funds. [Div. of Water Quality, Martin]

Attachments: [24-Blue Sheet Memo UV Project](#)
[KIA_GrantCommitmentLetter_22CWS171](#)
[BA 12953](#)
[RESO 0393-24- Cleaner Water Grant 21CWS027 4884-9076-5240 v.1.docx](#)
[R-192-2024](#)
[Contract #098-2024](#)
[Contract #098-2024](#)

- t** **0394-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Professional Services Agreement (awarded pursuant to RFP No. 17-2024) with Calhoun Construction Services, Inc. for the installation of a roof-mounted

solar photovoltaic system on Fire Station #22, at a cost not to exceed \$59,873. [Div. of Environmental Services, Carey]

Attachments: [bluesheet memo Calhoun Fire Station 22 Solar](#)
[Calhoun-Proposal-Exhibit B](#)
[Professional Services Agreement RFP 17-2024 \(law edits\) .1 . 4855-0038-106](#)
[PSA_RFP-17-2024](#)
[RFP-17-2024-Exhibit A](#)
[RESO 0394-24- Calchoun Construction agreement for roof-mounted solar on](#)
[R-216-2024](#)
[Contract #121-2024](#)



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0409-24

File ID: 0409-24

Type: Summary

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 04/11/2024

File Name: Table of Motions: Council Work Session, April 9,
2024

Final Action: 04/16/2024

Title: Table of Motions: Council Work Session, April 9, 2024

Notes:

Sponsors:

Enactment Date:

Attachments: TOM 04.09.24

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/16/2024	Approved				Pass

Text of Legislative File 0409-24

Title

Table of Motions: Council Work Session, April 9, 2024

**URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
April 9, 2024**

Mayor Gorton called the meeting to order at 3:00 p.m. Vice Mayor Wu, Council Members J. Brown, Ellinger II, Fogle, Lynch, LeGris, Monarrez, Sheehan, Gray, Worley, F. Brown, Baxter, Seigny, Reynolds, and Plomin were present.

Motion by Sheehan to move the Intern Proclamation Presentation under Continuing Business and Presentations, to the top of the April 9, 2024 Work Session agenda. Seconded by LeGris. Motion passed without dissent.

- I. Public Comment – Issues on Agenda
- II. Requested Rezoning/Docket Approval

Motion by Gray to approve the April 11, 2024 Council Meeting docket as amended. Seconded by Wu. Motion passed without dissent.

Motion by Worley to place on the April 11, 2024 Council Meeting docket a resolution initiating a zoning ordinance text amendment referral to the Urban County Planning Commission to amend Article 21-6(B) and to create a new Article 30 (“Outdoor Lighting”), relating to outdoor lighting regulations. Seconded by Baxter. Motion passed without dissent.

Motion by Fogle to place on the April 11, 2024 Council Meeting docket a resolution authorizing the mayor to execute a Memorandum of Agreement with the Kentucky Heritage Council and the Qureshi Development Group regarding the proposed renovation of a vacant church located at 530 N. Martin Luther King Blvd for affordable housing. Seconded by J. Brown. Motion passed without dissent.

- III. Approval of Summary

Motion by Sheehan to approve the March 19, 2024 Work Session Summary. Seconded by Gray. Motion passed without dissent.

- IV. Budget Amendments

Motion by Wu to approve Budget Amendments. Seconded by Fogle. Motion passed without dissent.

- V. Budget Adjustments – For Information Only

- VI. New Business

Motion by Ellinger II to approve New Business. Seconded by Reynolds. Sheehan recused on item m. Lynch recused on item ii. Motion passed without dissent.

VII. Continuing Business/Presentations

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

Reynolds provided the summary for the March 5, 2024 Social Services and Public Safety Committee.

J. Brown provided a partial summary for the March 19, 2024 Budget, Finance, and Economic Development Committee.

Motion by J. Brown to place on the April 11, 2024 Council Meeting docket a resolution to place on the ballot a referendum on the question of establishing a parks fund as presented to the Budget, Finance, and Economic Development Committee. Seconded by Baxter. Motion passed without dissent.

VIII. Council Reports

IX. Mayor's Report

Motion by Sevigny to approve the Mayor's Report. Seconded by Fogle. Motion passed without dissent.

X. Mayor's Report – Price Contract Bid Recommendations

Motion by Sevigny to approve the Mayor's Report-Price Contract Bid Recommendations. Seconded by Gray. Motion passed without dissent.

XI. Public Comment – Issues Not on Agenda

XII. Adjournment

Motion by Gray to adjourn. Seconded by Lynch. Motion passed without dissent.



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0410-24

File ID: 0410-24

Type: Summary

Status: Received and Filed

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 04/11/2024

File Name: Summary: General Government and Planning
Committee, February 13, 2024

Final Action: 04/16/2024

Title: Summary: General Government and Planning Committee, February 13, 2024

Notes:

Sponsors:

Enactment Date:

Attachments: 2.13.24 GGP Summary and Motions

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/16/2024	Received and Filed				Pass

Text of Legislative File 0410-24

Title

Summary: General Government and Planning Committee, February 13, 2024



General Government and Planning Committee

February 13, 2024

Summary and Motions

Chair Worley called the meeting to order at 1:02 p.m. Vice Mayor Wu and Committee Members J. Brown, Ellinger, Lynch, LeGris, Sheehan, Baxter, Reynolds, and Plomin were in attendance. Council members Fogle, Monarrez, Gray, and F. Brown were present as non-voting members.

I. January 16, 2024 General Government and Planning Committee Summary

Motion by Ellinger to approve the January 16, 2024, GGP Committee Summary. Seconded by Baxter. Motion passed without dissent.

II. Shelter Feasibility RFP

Commissioner Charlie Lanter presented on the Homeless Shelter Needs Request for Proposals (RFP). Council allocated \$200,000 from FY23 Fund Balance to finance a study that would look at the types of shelters needed in Lexington, where it should be located, the annual cost of operations, innovative solutions beyond typical congregate shelter, and options for populations that are not currently served. Currently, the Office of Housing Advocacy and Community Development has prepared a draft RFP that will be released the week of February 13, 2024.

The Office of Homelessness Prevention and Intervention will provide the vendor with an overview of the current providers/services and share the data from the annual Point in Time Count. The RFP review team consists of LFUCG staff, current providers, and elected officials. After the RFP is released, they expect to review proposals March/April 2024 and award the contract in May 2024. The project period will be from June 2024 to April 2025 and the findings will be presented in May 2025.

No action was taken on this item.

III. Master Plan Presentation

Chris Taylor with the Division of Planning gave an update on the Urban Growth Master Plan. The team for the Master Plan includes TSW, Gresham Smith, Partners for Economic Solutions, Southface, and CivicLex. Taylor reminded Council of the five areas selected for expansion. The process of developing the plan includes gathering information and input, building concepts and a draft plan, and performing a review. They kicked the project off with a community event at Greyline Station on December 6th, 2023. Taylor shared the timeline of the project and expressed that Planning Staff is happy to join any district meetings to engage with residents. A discussion about the survey and community engagement ensued.

No action was taken on this item.

IV. Urban Growth Ordinance ZOTA

Hal Baillie with the Division of Planning presented on behalf of this item. The purpose of this text amendment is to ensure new development is developed equitably and sustainably and to modernize the Zoning Ordinance while creating opportunities to implement the Goals and Objectives of the

Comprehensive Plan. There are 6 zoning reforms every municipality should adopt according to Strong Towns: Eliminate minimum parking requirements; legalize accessory dwelling units; reduce or eliminate minimum lot and unit size mandates; legalize home-based businesses; expand ministerial approvals; and legalize multifamily housing in commercial zones. Several of these reforms have already been adopted. There has been robust outreach and public work on this ZOTA and Planning has worked with numerous stakeholders.

Baillie shared the proposed text changes which includes changes to three residential zones, a creation of a new residential zone, and modifications to two commercial zones. The proposed changes within the text are specifically focused on the development of a more equitable, sustainable, and safer community as Lexington grows up and out. The residential changes were focused on the least utilized zones and will allow for moderate infill and redevelopment within the urban services boundary. These changes will allow for increased density, increased flexibility, and an increased mixture of housing types. Additionally, there is the creation of a commercial node zone which is specifically intended to pull transit to the zone and is designed to be more walkable. It also allows for a mixture of commercial and residential land uses.

In addition to the modifications to the residential zone, they are seeking to include Council's desire for more affordable housing options in the community. Therefore, they have included density bonuses incentivize the production of affordable housing and workforce housing. They selected the B-1 and B-3 zones because it allows for the realignment of permitted land uses to fit the context of the zone. There were some changes to the ZOTA as a result of community feedback and from discussions with Planning Commission.

No action was taken on this item.

V. Items Referred

No action was taken on this item.

VI. Adjournment

The Committee adjourned at 2:48 pm.



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

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

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0927-23



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0338-24

File ID: 0338-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 03/22/2024

File Name: Lyric Theatre Lighting and Cameras MOA

Final Action: 05/09/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute the Memorandum of Agreement with the Lyric Theatre for the purchase of new theatrical lighting at a cost not to exceed \$83,000. [Mayor's Office, Lyons]

Notes:

Sponsors:

Enactment Date: 05/09/2024

Attachments: REVISED Lyric Theatre Council Memo - theatrical lighting FY 24, REVISED signed Lyric MOA - 2024 - Theatrical Lighting, RESO 0338-24 - Lyric Lighting 4860-5506-1943 v.1.docx, R-201-2024

Enactment Number: R-201-2024

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/16/2024	Approved and Referred to Docket	Urban County Council	04/25/2024		Pass
1	Urban County Council	04/25/2024	Received First Reading	Urban County Council	05/09/2024		
1	Urban County Council	05/09/2024	Approved				Pass

Text of Legislative File 0338-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute the Memorandum of Agreement with the Lyric Theatre for the purchase of new theatrical lighting at a cost not to exceed \$83,000. [Mayor's Office, Lyons]

Summary

Authorization to approve the Memorandum of Agreement for the Lyric Theatre's purchase of new theatrical lighting and security cameras at a cost of \$83,000. Funds are Budgeted.

(L0338-24) (Lyons/Scott)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: {Yes, Completed by [Chris Eller, 3/22/2024]}

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

Fully Budgeted [select]: Partial, Budget reallocation in process

Account Number: 1101 900107 0001 95805 \$60,000

1105 121002 1022 91715 \$23,000

This Fiscal Year Impact: \$83,000

Annual Impact: \$N/A

Project: ATLARGE03_2023

Activity: COUNCIL

Budget Reference: 2023

Current Balance: 1101 900107 0001 95805 \$60,000.00

1105 121002 1022 91715 \$23,000.00



TO: LINDA GORTON, MAYOR
URBAN COUNTY COUNCIL

FROM: HEATHER LYONS, MAYOR'S OFFICE

CC: Sally Hamilton; Tyler Scott

DATE: March 22, 2024

SUBJECT: MOA for Lyric Theatre

Request Authorization to: Approve the Memorandum of Agreement for the Lyric Theatre's purchase of new theatrical lighting for the Lyric Theatre.

Why are you requesting? These purchases were approved through the budget reallocation process and through a funding designation from Council Capital Funds.

Department needs this action completed because:

- The Lyric Theatre is an important venue for the performing arts and provides the theatre to numerous local organizations as well as touring performers. It is important to upgrade the lighting so that a professional standard is available for local and touring groups.

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

The cost for this FY is: \$83,000

The cost for future FY is: 0

Are the funds budgeted? The funds are budgeted or a budget amendment is in process.

Account numbers:

- | | | |
|---------------|------------|----------|
| • 1101 900107 | 0001 95805 | \$60,000 |
| • 1105 121002 | 1022 91715 | \$23,000 |

File Number: 338-24

Director/Commissioner: Heather Lyons, Director of Arts & Cultural Affairs



**MEMORANDUM OF AGREEMENT
BETWEEN LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
AND LYRIC THEATRE AND CULTURAL ARTS CENTER CORPORATION
FOR THE ACCEPTANCE OF COUNCIL CAPITAL EXPENDITURE PROJECT FUNDS AND
OTHER FUNDING PROVIDED BY THE LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

THIS MEMORANDUM OF AGREEMENT (the "Agreement"), is made and entered into on the 5th day of April, 2024 (the "Effective Date"), by and between the **Lexington-Fayette Urban County Government**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A, on behalf of the Urban County Council through the Department of General Services, ("LFUCG"), and **Lyric Theatre and Cultural Arts Center Corporation**, a Kentucky non-profit corporation ("Organization"), for the purpose of setting out the parties' mutual understanding as to the use of Council Capital Expenditure Project Funds and additional funding provided by LFUCG to the Organization (the "Funds") as set forth herein.

RECITALS

WHEREAS, Organization submitted a proposal to the Urban County Council for Council Capital Project Expenditure Funds to support a one-time capital project pursuant to Supplement C, Section 2 - Council Capital Project Expenditure Policy of the Lexington-Fayette Urban County Council Rules and Procedures, and has further requested additional funding from LFUCG related to the proposal; and

WHEREAS, Organization's proposed capital project meets the criteria of the policy and is an appropriate expenditure of public funds; and

WHEREAS, LFUCG seeks to provide Council Capital Project Expenditure Funds to Organization, along with additional LFUCG funding in support of the proposal, subject to the terms and conditions of this Agreement.

STATEMENT OF AGREEMENT

NOW, THEREFORE, and in consideration of the foregoing and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties understand and agree as follows:

1. Term. This Agreement shall be in effect through June 30, 2025 (the "Term"), but Organization's obligations set forth in Sections 3, 4, 6, and 8 below shall continue for a period of three (3) years beyond the expiration or termination of this Agreement.
2. Proposal. Organization's request for Council Capital Project Expenditure Funds and additional LFUCG funds, as approved by LFUCG (the "Proposal"), is attached hereto as Exhibit "A" and incorporated by reference as if fully set forth herein. Organization agrees that it will use the Council Capital Project Expenditure Funds and additional LFUCG funding provided under this Agreement in a manner that is substantially consistent with the Proposal.
3. Council Capital Expenditure Project Funds and Additional LFUCG Funds. LFUCG hereby grants to Organization a total amount not to exceed Eighty-Three Thousand

Dollars and 00/100 Cents (\$83,000.00) (the "Funds"), by a combination of Council Capital Project Expenditure Funds in the amount of Twenty-Three Thousand Dollars and 00/100 Cents (\$23,000) and additional LFUCG funds in the amount of Sixty Thousand Dollars and 00/100 Cents (\$60,000) for the purchase of a Theatrical Lighting Package and to support the Proposal. Organization understands and agrees that pursuant to Council Capital Project Expenditure Policy Section C.201, Council Capital Expenditure Project Funds may only be used for costs in the Proposal that:

- a. are one-time expenditures (not recurring or ongoing expenses); and
- b. for improvements to property for a public purpose primarily benefiting the public at-large.

Organization further acknowledges that the Funds awarded under this Agreement are public funds subject to all applicable state and local laws and regulations pertaining to the use of public funds. Organization shall spend the Funds prior to the end of the Term. Within 30 days of making a payment with the Funds, Organization shall provide to LFUCG a copy of any invoice and receipt evidencing payment thereof. Funds for which no approved expenditure has been or is planned to be incurred by June 1, 2025, shall be returned to LFUCG on or before June 30, 2025. In any written or oral communications, Organization shall identify LFUCG as the source of the Funds; however, Organization shall not identify individual Urban County Councilmember(s) as being responsible for the Funds.

4. Disposition and/or Change in Usage of Property Purchased with the Funds. Organization agrees that it shall only use the Funds for the expenditures set forth in the Proposal. Organization shall not:
 - a. spend the Funds on any other expenses or costs without first obtaining the written consent of LFUCG;
 - b. transfer, sell, abandon, destroy, or otherwise dispose, or enter into any contract or agreement to see or otherwise transfer, any of the property or assets purchased with the Funds without first obtaining the written consent of LFUCG; and/or
 - c. use the property or assets purchased with the Funds to promote a private purpose.
5. Termination; Breach and Cure; Recovery of Funds. LFUCG shall have the right to terminate this Agreement in the event that Organization defaults or is in material breach of its obligations under this Agreement. In the event of termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization with advance written notice specifying the nature of such breach. Organization shall have ten (10) days from the receipt of such notice to cure such breach. If more time is reasonably required for Organization's performance or ability to cure such breach, then Organization shall notify LFUCG in writing of its proposed schedule for performance and commence performance within such ten (10) day period; thereafter, Organization shall diligently proceed to completion. If Organization fails to cure or to commence cure within such ten (10) day period, then LFUCG shall have the right to terminate this Agreement immediately by serving Organization with written notice of termination. In the event that this Agreement is terminated, LFUCG shall be entitled to recover all funds advanced to Organization for which it has not yet expended on the Proposal in accordance with this Agreement.

6. Record Retention; Reporting; Access. Organization shall create, maintain, and preserve sufficient records of its expenditures to demonstrate compliance with the requirements of this Agreement. Organization shall provide such records to LFUCG promptly upon written request. Such records shall be maintained not less than five (5) years after the expiration or termination of this Agreement. Organization shall provide LFUCG with timely updates related to the completion of the Proposal in the form and manner reasonably specified by LFUCG. On or before June 30 of each of the following years: 2024 and 2025, Organization shall provide LFUCG with an Affidavit of Compliance, which is attached hereto as Exhibit "B" and incorporated by reference as if fully stated herein, acknowledging its continued compliance with the applicable terms and conditions of this Agreement. Organization shall provide LFUCG with all necessary access and/or documentation to verify its compliance with any provision of this Agreement and the Exhibits attached hereto.
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. Indemnity. 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.
9. Open Records. 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. Independent Contractors. 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 in the performance of this Agreement.
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.

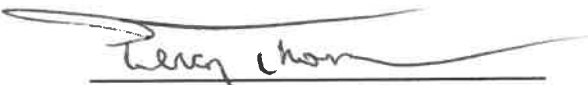
12. Sexual Harassment. Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The 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. No Assignment; No Third Party Rights. Organization may not assign any of its rights and duties under this Agreement without prior written consent of LFUCG. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.
14. Law and Venue. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky. Venue for all actions arising under this Agreement shall lie in the Circuit Court of Fayette County, Kentucky.
15. Amendments. This Agreement may be amended or modified from time to time only by the mutual written agreement of the parties hereto. 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.
16. 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.
17. Notice. Any notice required by this Agreement shall be delivered via hand delivery or certified mail, return receipt requested, to the following:
- To LFUCG: Lexington-Fayette Urban County Government
 Department of General Services
 200 East Main Street
 Lexington, Kentucky 40507
 Attn: Chris Ford, Commissioner of General Services
- To Organization: Lyric Theatre and Cultural Arts Center Corporation
 300 East Third Street
 Lexington, Kentucky 40508
 Attn: Percy Thomas, President of the Board of Directors
18. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto, 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT**

**LYRIC THEATRE AND CULTURAL
ARTS CENTER CORPORATION**

Linda Gorton, Mayor



Percy Thomas, President of the
Board of Directors

Attested by:

Clerk of the Urban County Council

EXHIBIT "A"
ORGANIZATION'S PROPOSAL
(See attached.)

AFFIDAVIT OF COMPLIANCE


 Notary Public, Kentucky, State at Large
 My Commission Expires: 08/25/24
 Notary Id: 12405

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE MEMORANDUM OF AGREEMENT WITH THE LYRIC THEATRE FOR THE PURCHASE OF NEW THEATRICAL LIGHTING AT A COST NOT TO EXCEED \$83,000.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the agreement, which is attached hereto and incorporated herein by reference, with the Lyric Theatre, for the purchase of new theatrical lighting.

Section 2 – That an amount, not to exceed the sum of \$83,000, be and hereby is approved for payment to the Lyric Theatre, from account 1101 900107 95805 in the amount of \$60,000, and from account 1105 121002 91715 in the amount of \$23,000.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0338-24:CWE:4860-5506-1943, v. 1

RESOLUTION NO. 201 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE MEMORANDUM OF AGREEMENT WITH THE LYRIC THEATRE FOR THE PURCHASE OF NEW THEATRICAL LIGHTING AT A COST NOT TO EXCEED \$83,000.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the agreement, which is attached hereto and incorporated herein by reference, with the Lyric Theatre, for the purchase of new theatrical lighting.

Section 2 – That an amount, not to exceed the sum of \$83,000, be and hereby is approved for payment to the Lyric Theatre, from account 1101 900107 95805 in the amount of \$60,000, and from account 1105 121002 91715 in the amount of \$23,000.

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

PASSED URBAN COUNTY COUNCIL: May 9, 2024



MAYOR

ATTEST:


 CLERK OF URBAN COUNTY COUNCIL
 0338-24:CWE:4860-5506-1943, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0357-24

File ID: 0357-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 03/26/2024

File Name: Federal Signal Sole Source Provider Contract

Final Action: 05/09/2024

Title: A Resolution authorizing the Div. of Emergency Management to purchase an outdoor warning siren system from Federal Signal, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Federal Signal, related to the procurement. [Div. of Emergency Management, Larkin]

Notes:

Sponsors:

Enactment Date: 05/09/2024

Attachments: Federal Signal Sole Source Letter to Mayor
3-26-2024, Federal Signal SOLE SOURCE
CERTIFICATION FORM, 357-24 4878-4222-0211
v.1.docx, R-202-2024

Enactment Number: R-202-2024

Deed #:

Hearing Date:

Drafter: Dale Meade

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/16/2024	Approved and Referred to Docket	Urban County Council	04/25/2024		Pass
1	Urban County Council	04/25/2024	Received First Reading	Urban County Council	05/09/2024		
1	Urban County Council	05/09/2024	Approved				Pass

Text of Legislative File 0357-24

Title

A Resolution authorizing the Div. of Emergency Management to purchase an outdoor warning siren system from Federal Signal, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Federal Signal, related to the procurement. [Div. of Emergency Management, Larkin]

Summary

Authorization to approve Federal Signal as a sole source provider for the outdoor warning

siren system and associated equipment for Emergency Management and to execute an Agreement with Federal Signal related to the procurement of goods and services.

(L0357-24) (Larkin/Armstrong)

Budgetary Implications [select]: No

Advance Document Review:

Law: { Select Yes/**No**, Completed by [Attorney Name, Date]}

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

Fully Budgeted [select]: Yes/No/Partial

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton and Urban County Council

FROM: Robert Larkin, DEM Director

DATE: March 26, 2024

SUBJECT: Sole Source provider contract with Federal Signal for Outdoor Warning Sirens for Emergency Management.

Request

Council Authorization to approve Federal Signal as a sole source provider for the outdoor warning siren system and associated equipment for Emergency Management and authorizing the Mayor to execute an agreement with Federal Signal related to the procurement of goods and services.

Why are you requesting?

The Division of Emergency Management is requesting to establish Federal Signal as a sole source provider. Federal Signal is the provider of our existing 31 outdoor warning sirens and associated equipment.

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?

The funds are budgeted or a budget amendment is in process: N/A

File Number: 0357-24

Director/Commissioner: Robert Larkin, Director / Kenneth Armstrong, Commissioner of Public Safety





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 (\$1001-\$10,000), formal quotes (\$10,001 - \$19,999.99), or formal bid (\$20,000 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 \$20,000 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 Robert Larkin Division/Dept EM/Public Safety

Phone 859-280-8060 Email larkinr@lexingtonky.gov

Type of Purchase: ☒ Goods/Materials/Equipment ☒ Services

Cost: _____

Sole Source Request for the Purchase of: Outdoor warning sirens and all associated equipm

☐ 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 Capitol Electronics / Federal Signal

Contact Name Wendy Justice

Address 2680 E. Main Street, Ste 117; Plainfield IN 46168

Phone 317-220-2318 Email wjustice@capitolelectronics.com

STATEMENT OF NEED: (Add additional pages as needed)



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.

Federal Signal is the manufacturer/brand of all of the outdoor warning sirens in Fayette County.

No other outdoor warning sirens are compatible with our system, which includes 31 warning sirens

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 inquiries, web site search, contacting the manufacturer to see if other dealers are available to service region, etc.).

Federal Signal is the manufacturer/brand of all of our outdoor warning sirens in Fayette County.

No other outdoor warning sirens are compatible with our system, which includes 31 outdoor warning sirens.

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.)

N/A - we need Federal Signal equipment

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

Since this is the only vendor for this equipment, it is not feasible to purchase a product from another company.

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF EMERGENCY MANAGEMENT TO PURCHASE AN OUTDOOR WARNING SIREN SYSTEM FROM FEDERAL SIGNAL, A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH FEDERAL SIGNAL, RELATED TO THE PROCUREMENT.

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

Section 1 – That the Division of Emergency Management is authorized to purchase an outdoor warning siren system from Federal Signal, a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Federal Signal, related to the procurement.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0357-24:MRS:4878-4222-0211, v. 1

RESOLUTION NO. 202 - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF EMERGENCY MANAGEMENT TO PURCHASE AN OUTDOOR WARNING SIREN SYSTEM FROM FEDERAL SIGNAL, A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH FEDERAL SIGNAL, RELATED TO THE PROCUREMENT.

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

Section 1 – That the Division of Emergency Management is authorized to purchase an outdoor warning siren system from Federal Signal, a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Federal Signal, related to the procurement.

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

PASSED URBAN COUNTY COUNCIL: May 9, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]

CLERK OF URBAN COUNTY COUNCIL

0357-24:MRS:4878-4222-0211, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0358-24

File ID: 0358-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 03/27/2024

File Name: MS4 Decreasing Change Order for FY21 and FY22

Final Action: 05/09/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Agreements with Tetra Tech, Inc., for MS4 Program Management Services, for the Div. of Water Quality, decreasing the Contract by the collective sum of \$440,720.55, from \$1,446,377.00 (\$719,258.00 in FY 2021 and \$727,119.00 in FY 2022) to \$1,005,656.45 (\$523,997.20 in FY 2021 and \$481,659.25 in FY 2022). [Div. of Water Quality, Martin]

Notes:

Sponsors:

Enactment Date: 05/09/2024

Attachments: CO Decrease MS4 FY21&22, RESO 358-24-
Change Order 1 to MS4 Contract with Tetra Tech
4887-4176-0440 v.1.docx, R-203-2024

Enactment Number: R-203-2024

Deed #:

Hearing Date:

Drafter: Christina King

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/16/2024	Approved and Referred to Docket	Urban County Council	04/25/2024		Pass
1	Urban County Council	04/25/2024	Received First Reading	Urban County Council	05/09/2024		
1	Urban County Council	05/09/2024	Approved				Pass

Text of Legislative File 0358-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Agreements with Tetra Tech, Inc., for MS4 Program Management Services, for the Div. of Water Quality, decreasing the Contract by the collective sum of \$440,720.55, from \$1,446,377.00 (\$719,258.00 in FY 2021 and \$727,119.00 in FY 2022) to \$1,005,656.45 (\$523,997.20 in FY 2021 and \$481,659.25 in FY

2022). [Div. of Water Quality, Martin]

Summary

Authorization to approve a recommended decrease to the MS4 Annual Program Management Contracts #87-2020 for FY21 and FY22 for a total savings \$440,720.55. The div. recommends that the savings from these older Agreements be used to fund the renewal for FY25 MS4 Annual Program Management Agreement. (L0358-24) (Martin/Albright)
Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, Completed by Evan Thompson 3/26/2024

Risk Management: No

Fully Budgeted [select]: N/A

Account Number: 4052-303204-3373-71205

This Fiscal Year Impact: -\$440,720.55

Annual Impact: \$

Project: MS4_PM

Activity:

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton
Urban County Council

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

DATE: February 23, 2024

SUBJECT: MS4 Decreasing Change Orders for Agreement Years FY21 and FY22

Request

The Division of Water Quality (DWQ) recommends a decrease to the MS4 Annual Program Management Contracts #87-2020 for FY21 and FY22 for a total savings of \$440,720.55.

Purpose of Request

For more than a decade, DWQ has utilized the professional services of Tetra Tech, Inc. for the MS4 Program Management Services, and the approved fiscal year budgets are typically \$816,000; however, sometimes the task orders are completed under budget or task orders for the entire amount were not issued. Due to reduced Federal Reporting Requirements and DWQ staffing vacancy and turnover, several task orders were deferred that resulted in greater savings that DWQ recommends be utilized in FY25 MS4 Program Management services.

CONTRACT	FISCAL YEAR	CONTRACT AMOUNT	SAVINGS
#87-2020	FY21	\$ 719,258.00	\$ 195,260.80
#87-2020	FY22	\$ 727,119.00	\$ 245,459.75

Project Costs in FY24 and in Future Budget Years

The division recommends that the \$440,720.55 in savings from these older agreements be used for the MS4 Annual Program Management Agreement renewal in lieu of requesting Fund 4052 budget funds in FY25.

Are Funds Budgeted- NA

Director/Commissioner

Martin/Albright



LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER		DATE:	February 23, 2024
		Contract Modification:	1
		CONTRACT #:	87-2020
PROJECT: MS4 Program Management Services			
TO: Tetra Tech, Inc.			
Original Contract Amount		\$1,446,377.00	
Cumulative Amount of Previous Contract Modifications		\$0.00	
Percent Change of Previous Contract Modifications		0%	
Existing Contract Amount		\$1,446,377.00	
Net (increase/decrease) in Contract Amount - (From following pages)		-\$440,720.55	
Percent Change of This Contract Modification		-30%	
Original Contract Amount		\$1,446,377.00	
Cumulative Amount of all Contract Modifications		-\$440,720.55	
Percent Change of all Contract Modifications		-30%	
New Contract Amount Including this Change Order		\$1,005,656.45	
Recommended by	<i>[Signature]</i>	(Proj. Engr.)	Date <u>3/14/24</u>
Accepted by	<i>Richard W. Walker</i>	(Consultant)	Date <u>3/14/24</u>
Accepted by	<i>[Signature]</i>	(Contractor)	Date _____
Approved by	<i>[Signature]</i>	(Director)	Date <u>3-14-24</u>
Approved by	<i>Nancy Albright</i>	(Commissioner)	Date <u>3/19/24</u>
Approved by	_____	(Mayor or CAO)	Date _____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT MODIFICATION					DATE: February 23, 2024		
					Contract Mod #: 1		
					CONTRACT #: 87-2020		
Project: MS4 Program Management Services							
TO: Tetra Tech, Inc.							
You are hereby requested to comply with the following changes from the contract plans and specifications;							
Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
1	DEL	FY21	LS	1		\$ 195,260.80	\$ -
		FY22				\$ 245,459.75	
1						\$ -	\$ -
2						\$ -	\$ -
3						\$ -	\$ -
4						\$ -	\$ -
5						\$ -	\$ -
6						\$ -	\$ -
7						\$ -	\$ -
8						\$ -	\$ -
9						\$ -	\$ -
10						\$ -	\$ -
11						\$ -	\$ -
12						\$ -	\$ -
13						\$ -	\$ -
Total decrease						\$ 440,720.55	
Total increase							\$ -
Net (increase) in contract price						\$	(440,720.55)

JUSTIFICATION FOR CHANGE

PROJECT: MS4 Program Management Services

CONTRACT NO. 87-2020

CHANGE ORDER: 1

1. Necessity for change:

2. Is proposed change an alternate bid? ___Yes XNo
3. Will proposed change alter the physical size of the project? ___Yes XNo
If "Yes", explain.

4. Effect of this change on other prime contractors: N/A

5. Has consent of surety been obtained? ___Yes XNot Necessary
6. Will this change affect expiration or extent of insurance coverage? ___Yes XNo
If "Yes", will the policies be extended? ___Yes ___No
7. Effect on operation and maintenance costs: N/A

8. Effect on contract completion date: N/A

Mayor_____
Date

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE AGREEMENTS WITH TETRA TECH, INC., FOR MS4 PROGRAM MANAGEMENT SERVICES, FOR THE DIVISION OF WATER QUALITY, DECREASING THE CONTRACT BY THE COLLECTIVE SUM OF \$440,720.55, FROM \$1,446,377.00 (\$719,258.00 IN FY 2021 AND \$727,119.00 IN FY 2022) TO \$1,005,656.45 (\$523,997.20 IN FY 2021 AND \$481,659.25 IN FY 2022).

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 Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Agreements with Tetra Tech, Inc., for MS4 Program Management Services, for the Division of Water Quality, decreasing the contract price by the collective sum of \$440,720.55, from \$1,446,377.00 (\$719,258.00 in FY 2021 and \$727,119.00 in FY 2022) to \$1,005,656.45 (\$523,997.20 in FY 2021 and \$481,659.25 in FY 2022).

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0358-24:EPT:4887-4176-0440, v. 1

RESOLUTION NO. 203 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE AGREEMENTS WITH TETRA TECH, INC., FOR MS4 PROGRAM MANAGEMENT SERVICES, FOR THE DIVISION OF WATER QUALITY, DECREASING THE CONTRACT BY THE COLLECTIVE SUM OF \$440,720.55, FROM \$1,446,377.00 (\$719,258.00 IN FY 2021 AND \$727,119.00 IN FY 2022) TO \$1,005,656.45 (\$523,997.20 IN FY 2021 AND \$481,659.25 IN FY 2022).

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 Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Agreements with Tetra Tech, Inc., for MS4 Program Management Services, for the Division of Water Quality, decreasing the contract price by the collective sum of \$440,720.55, from \$1,446,377.00 (\$719,258.00 in FY 2021 and \$727,119.00 in FY 2022) to \$1,005,656.45 (\$523,997.20 in FY 2021 and \$481,659.25 in FY 2022).

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

PASSED URBAN COUNTY COUNCIL: May 9, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]

CLERK OF URBAN COUNTY COUNCIL

0358-24:EPT:4887-4176-0440, v. 1



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0359-24

File ID: 0359-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 03/27/2024

File Name: MS4 Decreasing Change Order to FY14, FY18 &
FY20

Final Action: 05/09/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Agreements with Tetra Tech, Inc., for MS4 Program Management Services, for the Div. of Water Quality, decreasing the Contract by the collective sum of \$126,357.15, from \$2,448,000.00 (\$816,000.00 in FY 2014; \$816,000.00 in FY 2018; and \$816,000.00 in FY 2020) to \$2,321,642.85 (\$795,028.32 in FY 2014; \$785,597.71 in FY 2018; and \$741,016.82 in FY 2020). [Div. of Water Quality, Martin]

Notes:

Sponsors:

Enactment Date: 05/09/2024

Attachments: CO Decrease MS4 FY14_FY18_FY20, RESO
359-24- Change Order 1 to MS4 Contract with Tetra
Tech (FY 14, FY 18, FY 20) 4890-2697-3624
v.1.docx, R-204-2024

Enactment Number: R-204-2024

Deed #:

Hearing Date:

Drafter: Christina King

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/16/2024	Approved and Referred to Docket	Urban County Council	04/25/2024		Pass
1	Urban County Council	04/25/2024	Received First Reading	Urban County Council	05/09/2024		
1	Urban County Council	05/09/2024	Approved				Pass

Text of Legislative File 0359-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Agreements with Tetra Tech, Inc., for

MS4 Program Management Services, for the Div. of Water Quality, decreasing the Contract by the collective sum of \$126,357.15, from \$2,448,000.00 (\$816,000.00 in FY 2014; \$816,000.00 in FY 2018; and \$816,000.00 in FY 2020) to \$2,321,642.85 (\$795,028.32 in FY 2014; \$785,597.71 in FY 2018; and \$741,016.82 in FY 2020). [Div. of Water Quality, Martin]

Summary

Authorization to approve a recommended decrease to the MS4 Annual Program Management Contracts #286-2014 and #87-2020 for FY14, FY18 and FY20 for a total savings of \$126,357.15. The div. recommends that the savings from the older Agreements be used to fund the renewal for FY25 MS4 Annual Program Management Agreement.

(L0359-24) (Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, Completed by Evan Thompson 3/26/2024

Risk Management: No

Fully Budgeted [select]:N/A

Account Number: 4052-303204-3373-71205

This Fiscal Year Impact: -\$126,357.15

Annual Impact: \$

Project: MS4_PM

Activity:

Budget Reference:

Current Balance:



TO: Todd Slatin, Director
Division of Central Purchasing

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

DATE: February 23, 2024

SUBJECT: MS4 Decreasing Change Orders for Agreement Years FY14, FY18 and FY20

Request

The Division of Water Quality (DWQ) recommends a decrease to the MS4 Annual Program Management Contracts #286-2014 and #87-2020 for a total savings of \$126,357.15.

Purpose of Request

For more than a decade, DWQ has utilized the professional services of Tetra Tech, Inc. for the MS4 Program Management Services, and the approved fiscal year budgets are typically \$816,000; however, sometimes the task orders are completed under budget or task orders for the entire amount were not issued. Under CAO Policy 15, these agreement reductions are less than 10% of the annual agreement amount, and can be approved by the Director of Central Purchasing. Attached is the Contract History Form, signed by the consultant Tetra Tech, agreeing to these contract reductions.

CONTRACT	FISCAL YEAR	CONTRACT AMOUNT	SAVINGS
#286-2014	FY14	\$ 816,000.00	\$ 20,971.68
#286-2014	FY18	\$ 816,000.00	\$ 30,402.29
#87-2020	FY20	\$ 816,000.00	\$ 79,983.18

Project Costs in FY24 and in Future Budget Years

The division recommends that the savings from these older agreements be used for MS4 Annual Program Management Agreement renewal in lieu of requesting budget funds in the FY25 Fund 4052 budget.

Are Funds Budgeted- NA

Director/Commissioner

Martin/Albright



LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER		DATE:	02.23.24
		Contract Modification:	1
		CONTRACT #:	#286-2014 & #87-2020
PROJECT: MS4 Annual Program Management			
TO: Tetra Tech, Inc.			
Original Contract Amount		\$2,448,000.00	
Cumulative Amount of Previous Contract Modifications		\$0.00	
Percent Change of Previous Contract Modifications		0%	
Existing Contract Amount		\$2,448,000.00	
Net (increase/decrease) in Contract Amount - (From following pages)		-\$126,357.15	
Percent Change of This Contract Modification		-5%	
Original Contract Amount		\$2,448,000.00	
Cumulative Amount of all Contract Modifications		-\$126,357.15	
Percent Change of all Contract Modifications		-5%	
New Contract Amount Including this Change Order		\$2,321,642.85	
Recommended by	<u>Samuel L. Lutz</u>	(Proj. Engr.)	Date <u>3/14/24</u>
Accepted by	<u>Richard W. Walk</u>	(Consultant)	Date <u>3/14/24</u>
Accepted by		(Contractor)	Date _____
Approved by	<u>Richard F. Huff</u>	(Director)	Date <u>3-14-24</u>
Approved by	<u>Stanley Albright</u>	(Commissioner)	Date <u>3/19/24</u>
Approved by		(Mayor or CAO)	Date _____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT MODIFICATION						DATE:	02.23.24
						Contract Mod #:	1
						CONTRACT #:	#286-2014 & #87-2020
Project: MS4 Program Management Services							
TO: Tetra Tech, Inc.							
You are hereby requested to comply with the following changes from the contract plans and specifications;							
Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
1	DEL	FY14 Program Management Services	LS	1	NA	\$ 20,971.68	\$ -
		FY18 Program Management Services			NA	\$ 30,402.29	
1		FY20 Program Management Services			NA	\$ 74,983.18	\$ -
2						\$ -	\$ -
3						\$ -	\$ -
4						\$ -	\$ -
5						\$ -	\$ -
6						\$ -	\$ -
7						\$ -	\$ -
8						\$ -	\$ -
9						\$ -	\$ -
10						\$ -	\$ -
11						\$ -	\$ -
12						\$ -	\$ -
13						\$ -	\$ -
Total decrease						\$ 126,357.15	
Total increase							\$ -
Net (increase) in contract price						\$	(126,357.15)

JUSTIFICATION FOR CHANGE

PROJECT: MS4 Program Management Services

CONTRACT NO. #286-2014 & #87-2020

CHANGE ORDER: 1

1. Necessity for change:

2. Is proposed change an alternate bid? ___Yes ___X___No
3. Will proposed change alter the physical size of the project? ___Yes ___X___No
If "Yes", explain.

4. Effect of this change on other prime contractors: N/A

5. Has consent of surety been obtained? ___Yes ___X___Not Necessary
6. Will this change affect expiration or extent of insurance coverage? ___Yes ___X___No
If "Yes", will the policies be extended? ___Yes ___No
7. Effect on operation and maintenance costs: N/A

8. Effect on contract completion date: N/A

Mayor_____
Date

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE AGREEMENTS WITH TETRA TECH, INC., FOR MS4 PROGRAM MANAGEMENT SERVICES, FOR THE DIVISION OF WATER QUALITY, DECREASING THE CONTRACT BY THE COLLECTIVE SUM OF \$126,357.15, FROM \$2,448,000.00 (\$816,000.00 IN FY 2014; \$816,000.00 IN FY 2018; AND \$816,000.00 IN FY 2020) TO \$2,321,642.85 (\$795,028.32 IN FY 2014; \$785,597.71 IN FY 2018; AND \$741,016.82 IN FY 2020).

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 Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Agreements with Tetra Tech, Inc., for MS4 Program Management Services, for the Division of Water Quality, decreasing the contract price by the collective sum of \$126,357.15, from \$2,448,000.00 (\$816,000.00 in FY 2014; \$816,000.00 in FY 2018; and \$816,000.00 in FY 2020) to \$2,321,642.85 (\$795,028.32 in FY 2014; \$785,597.71 in FY 2018; and \$741,016.82 in FY 2020).

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0358-24:EPT:4890-2697-3624, v. 1

RESOLUTION NO. 204 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE AGREEMENTS WITH TETRA TECH, INC., FOR MS4 PROGRAM MANAGEMENT SERVICES, FOR THE DIVISION OF WATER QUALITY, DECREASING THE CONTRACT BY THE COLLECTIVE SUM OF \$126,357.15, FROM \$2,448,000.00 (\$816,000.00 IN FY 2014; \$816,000.00 IN FY 2018; AND \$816,000.00 IN FY 2020) TO \$2,321,642.85 (\$795,028.32 IN FY 2014; \$785,597.71 IN FY 2018; AND \$741,016.82 IN FY 2020).

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 Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Agreements with Tetra Tech, Inc., for MS4 Program Management Services, for the Division of Water Quality, decreasing the contract price by the collective sum of \$126,357.15, from \$2,448,000.00 (\$816,000.00 in FY 2014; \$816,000.00 in FY 2018; and \$816,000.00 in FY 2020) to \$2,321,642.85 (\$795,028.32 in FY 2014; \$785,597.71 in FY 2018; and \$741,016.82 in FY 2020).

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

PASSED URBAN COUNTY COUNCIL: May 9, 2024



MAYOR

ATTEST:


CLERK OF URBAN COUNTY COUNCIL
0359-24:EPT:4890-2697-3624, v. 1



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0360-24

File ID: 0360-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 106-2024

In Control: Urban County
Council

File Created: 03/27/2024

File Name: DLP FUSUS Agreement

Final Action: 05/09/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement (PSA) with the Downtown Lexington Corporation d/b/a Downtown Lexington Partnership, to provide funds to the organization for the funding of their FUSUS Grant Program, at a cost not to exceed \$10,000. [Mayor's Office, Atkins]

Notes: In office 4/15/2024. MS

Signed and executed while MS was on FMLA.

Sponsors:

Enactment Date: 05/09/2024

Attachments: DLP FUSUS Blue Sheet, DLP FUSUS Agreement (Final), RESO 0360-24 - DLP FUSUS Agreement 4884-2834-9110 v.1.docx, R-205-2024, Contract #106-2024

Enactment Number: R-205-2024

Deed #:

Hearing Date:

Drafter: Troy Black

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/16/2024	Approved and Referred to Docket	Urban County Council	04/25/2024		Pass
1	Urban County Council	04/25/2024	Received First Reading	Urban County Council	05/09/2024		
1	Urban County Council	05/09/2024	Approved				Pass

Text of Legislative File 0360-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement (PSA) with the Downtown Lexington Corporation d/b/a Downtown Lexington Partnership, to provide funds to the organization for the funding of their FUSUS Grant Program, at a cost not to exceed \$10,000. [Mayor's Office, Atkins]

Summary

Authorization to execute a Purchase of Service Agreement (PSA) with the Downtown Lexington Corporation d/b/a Downtown Lexington Partnership to provide \$10,000 to the organization for a FUSUS Grant Program. Funds are Budgeted. (L0360-24) (Atkins)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by [Tiffany Holskey, 03/26/2024]

Risk Management: NA

Fully Budgeted: Yes

Account Number: 1101-900111-0001-71101

This Fiscal Year Impact: \$10,000

Annual Impact: NA

Project:

Activity:

Budget Reference:

Current Balance: \$22,220



**TO: LINDA GORTON
MAYOR**

**FROM: KEVIN ATKINS
CHIEF DEVELOPMENT OFFICER**

DATE: MARCH 26, 2024

**RE: PURCHASE OF SERVICE AGREEMENT WITH THE DOWNTOWN LEXINGTON
CORPORATION d/b/a DOWNTOWN LEXINGTON PARTNERSHIP**

REQUEST:

Authorization to execute a Purchase of Service Agreement (PSA) with the Downtown Lexington Corporation d/b/a Downtown Lexington Partnership to provide \$10,000 to the organization with their FUSUS grant program.

REASON FOR REQUEST:

Lexington-Fayette Urban County Council allocated \$10,000 to the Downtown Lexington Corporation d/b/a Downtown Lexington Partnership (DLP) during the most recent fund balance. The DLP FUSUS grant program will provide financial reimbursement for the installation, purchase, and related cost of integrating existing security cameras into the Lexington Division of Police FUSUS program. Program recipients will be in the DLP service area.

WHAT IS THE COST IN THIS BUDGET YEAR AND FUTURE BUDGET YEARS?

The cost for FY2024 is: \$10,000

The cost for future FY is: N/A

ARE THE FUNDS BUDGETED? The funds are budgeted
Account Number: 1101-900111-0001-71101

DIRECTOR/COMMISSIONER:

Kevin Atkins



PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the ____ day of _____ 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 **DOWNTOWN LEXINGTON CORPORATION d/b/a DOWNTOWN LEXINGTON PARTNERSHIP**, a Kentucky nonprofit corporation, ("Organization") with offices located at 333 W. Vine Street, Suite 206, Lexington, Kentucky 40507.

WITNESSETH

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 _____, 202__ and shall last for a period of 1 year(s) 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 Work
- b. Exhibit "B" – Service Area Map

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".

3. **SCOPE OF SERVICES.** Organization shall perform the services to integrate existing security cameras into the FUSUS program with the Lexington Police Department, as further outlined in the attached Exhibit "A" – Scope of Work for LFUCG, in a timely, workmanlike and professional manner (the "Services"). Organization shall perform these services within the downtown area, outlined in Exhibit "B" – Service Area Map. Organization is strongly encouraged to work with the Lexington Division of Police to determine the best locations for cameras in this area. LFUCG strongly encourages Organization to use the locations identified by the Lexington Division of Police.

4. **PAYMENT.** LFUCG shall pay Organization a total amount not to exceed Ten Thousand Dollars (\$10,000.00) for the performance of the Services. 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.

LFUCG shall make payment under this agreement in one lump sum of Ten Thousand Dollars (\$10,000.00). Organization shall file a report on spending by November 30, 2024 or within thirty (30) days following the completion of spending of the funds, whichever is sooner.

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.

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.

6. **REPORTING.**

a. 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.

b. Organization shall provide a copy of the final report paid for by the funds provided in this Agreement. Organization shall provide LFUCG with a perpetual, non-exclusive, and worldwide license to use the final report in any way the LFUCG, in its exclusive and absolute discretion, determines.

c. Upon completion of the report, Organization shall make a presentation regarding the report to the Lexington-Fayette Urban County Economic Development Investment Board at the call of the chair.

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); (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.

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 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.

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:

Downtown Lexington Partnership
333 West Vine Street, Suite 206
Lexington, Kentucky 40507
Attn: Allen McDaniel, Executive Director

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Kevin Atkins, Chief Development Officer

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.

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

DOWNTOWN LEXINGTON
CORPORATION d/b/a/ DOWNTOWN
LEXINGTON PARTNERSHIP

BY: _____
Jennifer Taylor, Board Chair

ATTEST:

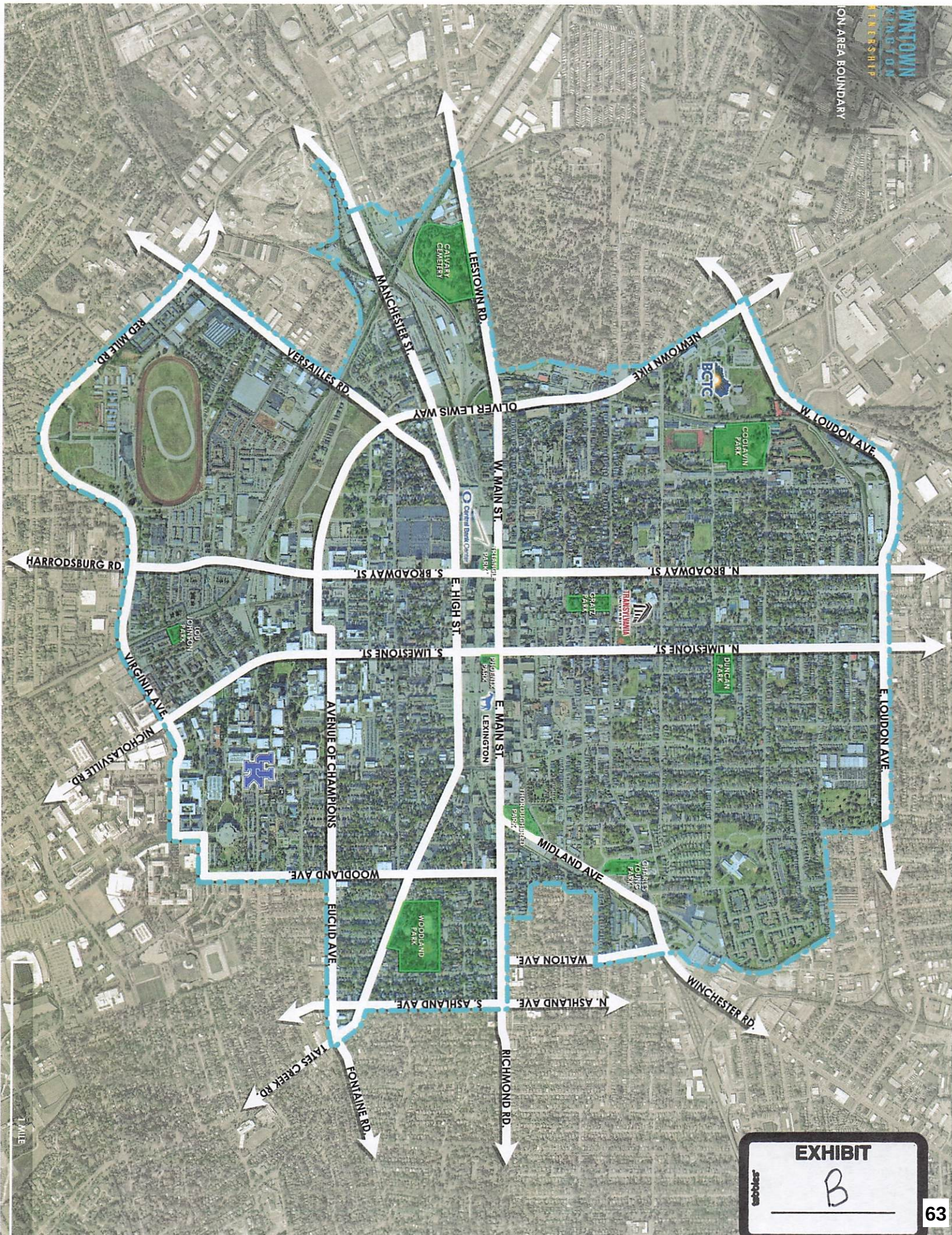
WITNESS:

DATE: _____

EXHIBIT “A”

Lexington/Fayette Urban County Government Scope of Work

Funds will be used by DLP for financial assistance to downtown (within area outlined in Exhibit “B”) business owners, property owners, and/or residents to provide financial reimbursement for the installation, purchase, and related cost of integrating existing security cameras into the FUSUS program with Lexington Police Department. Recipients will be in the DLP service area per Exhibit “B” but will not be required to be DLP members. Applications/requests for funds will be via an online application with a rolling usage until the funds are exhausted.



EXHIBIT

B

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT (PSA) WITH THE DOWNTOWN LEXINGTON CORPORATION D/B/A DOWNTOWN LEXINGTON PARTNERSHIP, TO PROVIDE FUNDS TO THE ORGANIZATION FOR THE FUNDING OF THEIR FUSUS GRANT PROGRAM, AT A COST NOT TO EXCEED \$10,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Purchase of Service Agreement (PSA), which is attached hereto and incorporated herein by reference, with the Downtown Lexington Corporation d/b/a Downtown Lexington Partnership, to provide funds to the Organization for the funding of their FUSUS grant program.

Section 2 – That an amount, not to exceed the sum of \$10,000.00, be and hereby is approved for payment to the Downtown Lexington Corporation d/b/a Downtown Lexington Partnership, from account #1101-900111-71101, pursuant to the terms of the agreement.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF THE URBAN COUNTY COUNCIL

0360-24:TAH:4884-2834-9110, v. 1

RESOLUTION NO. 205 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT (PSA) WITH THE DOWNTOWN LEXINGTON CORPORATION D/B/A DOWNTOWN LEXINGTON PARTNERSHIP, TO PROVIDE FUNDS TO THE ORGANIZATION FOR THE FUNDING OF THEIR FUSUS GRANT PROGRAM, AT A COST NOT TO EXCEED \$10,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Purchase of Service Agreement (PSA), which is attached hereto and incorporated herein by reference, with the Downtown Lexington Corporation d/b/a Downtown Lexington Partnership, to provide funds to the Organization for the funding of their FUSUS grant program.

Section 2 – That an amount, not to exceed the sum of \$10,000.00, be and hereby is approved for payment to the Downtown Lexington Corporation d/b/a Downtown Lexington Partnership, from account #1101-900111-71101, pursuant to the terms of the agreement.

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

PASSED URBAN COUNTY COUNCIL: May 9, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]

CLERK OF THE URBAN COUNTY COUNCIL

0360-24:TAH:4884-2834-9110, v. 1

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 1st day of May 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 **DOWNTOWN LEXINGTON CORPORATION d/b/a DOWNTOWN LEXINGTON PARTNERSHIP**, a Kentucky nonprofit corporation, ("Organization") with offices located at 333 W. Vine Street, Suite 206, Lexington, Kentucky 40507.

WITNESSETH

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 5/1, 2024 and shall last for a period of 1 year(s) 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 Work
 - b. Exhibit "B" – Service Area Map

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".

3. **SCOPE OF SERVICES.** Organization shall perform the services to integrate existing security cameras into the FUSUS program with the Lexington Police Department, as further outlined in the attached Exhibit "A" – Scope of Work for LFUCG, in a timely, workmanlike and professional manner (the "Services"). Organization shall perform these services within the downtown area, outlined in Exhibit "B" – Service Area Map. Organization is strongly encouraged to work with the Lexington Division of Police to determine the best locations for cameras in this area. LFUCG strongly encourages Organization to use the locations identified by the Lexington Division of Police.
4. **PAYMENT.** LFUCG shall pay Organization a total amount not to exceed Ten Thousand Dollars (\$10,000.00) for the performance of the Services. 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.

LFUCG shall make payment under this agreement in one lump sum of Ten Thousand Dollars (\$10,000.00). Organization shall file a report on spending by November 30, 2024 or within thirty (30) days following the completion of spending of the funds, whichever is sooner.

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.

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.

6. REPORTING.

a. 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.

b. Organization shall provide a copy of the final report paid for by the funds provided in this Agreement. Organization shall provide LFUCG with a perpetual, non-exclusive, and worldwide license to use the final report in any way the LFUCG, in its exclusive and absolute discretion, determines.

c. Upon completion of the report, Organization shall make a presentation regarding the report to the Lexington-Fayette Urban County Economic Development Investment Board at the call of the chair.

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); (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.

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 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.

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:

Downtown Lexington Partnership
333 West Vine Street, Suite 206
Lexington, Kentucky 40507
Attn: Allen McDaniel, Executive Director

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Kevin Atkins, Chief Development Officer

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.

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

DOWNTOWN LEXINGTON
CORPORATION d/b/a/ DOWNTOWN
LEXINGTON PARTNERSHIP

BY: Jennifer Taylor
Jennifer Taylor, Board Chair

ATTEST: _____

WITNESS: [Signature]

DATE: 8/29/24

EXHIBIT “A”

Lexington/Fayette Urban County Government Scope of Work

Funds will be used by DLP for financial assistance to downtown (within area outlined in Exhibit “B”) business owners, property owners, and/or residents to provide financial reimbursement for the installation, purchase, and related cost of integrating existing security cameras into the FUSUS program with Lexington Police Department. Recipients will be in the DLP service area per Exhibit “B” but will not be required to be DLP members. Applications/requests for funds will be via an online application with a rolling usage until the funds are exhausted.



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0361-24

File ID: 0361-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 03/27/2024

File Name: Resolution - Football and Soccer Maintenance Funds

Final Action: 05/09/2024

Title: A Resolution authorizing and directing the Dept. of Finance to designate a fund for the maintenance of football fields, to be funded by maintenance fees collected pursuant to approved Facility Usage Agreements with youth football organizations, and further authorizing and directing the Dept. of Finance to designate a fund for the maintenance of soccer fields, to be funded by maintenance fees collected pursuant to approved Facility Usage Agreements with youth soccer organizations. [Div. of Parks and Recreation, Conrad]

Notes:

Sponsors:

Enactment Date: 05/09/2024

Attachments: 361-24 Football and Soccer Maintenance Funds
Bluesheet Memo, (Draft) Resolution - Football and
Soccer Maintenance Funds 4892-2681-3613 v.1,
0361-24 Resolution - Football and Soccer
Maintenance Funds 4890-5520-3252 v.1.docx,
R-206-2024

Enactment Number: R-206-2024

Deed #:

Hearing Date:

Drafter: Roger Daman

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/16/2024	Approved and Referred to Docket	Urban County Council	04/25/2024		Pass
1	Urban County Council	04/25/2024	Received First Reading	Urban County Council	05/09/2024		
1	Urban County Council	05/09/2024	Approved				Pass

Text of Legislative File 0361-24

Title

A Resolution authorizing and directing the Dept. of Finance to designate a fund for the maintenance of football fields, to be funded by maintenance fees collected pursuant to

approved Facility Usage Agreements with youth football organizations, and further authorizing and directing the Dept. of Finance to designate a fund for the maintenance of soccer fields, to be funded by maintenance fees collected pursuant to approved Facility Usage Agreements with youth soccer organizations. [Div. of Parks and Recreation, Conrad]

Summary

Authorization for the Department of Finance to designate fund activities related to the maintenance of athletic fields, to be funded by maintenance fees collected pursuant to approved facility usage Agreements with youth football and youth soccer organizations, to the PFC Parks fund. Budgeted revenue will offset Budgeted expense. (L0361-24)
(Conrad/Ford)

Budgetary Implications [select]: No

Advance Document Review:

Law: Yes - Gabriel Thatcher - 3/21/2024

Risk Management: No

Fully Budgeted [select]: N/A

Account Number: N/A

This Fiscal Year Impact: N/A

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance:



TO: Linda Gorton, Mayor
Sally Hamilton, CAO
Urban County Council Members

FROM: 
Monica Conrad, Director
Parks and Recreation

DATE: March 27, 2024

SUBJECT: Resolution – Football and Soccer Maintenance Funds

Request:

Authorization for the Mayor to sign a resolution directing the Department of Finance to designate a fund for the maintenance of athletic fields, to be funded by maintenance fees collected pursuant to approved facility usage agreements with youth football and youth soccer organizations, to the PFC Parks fund. Budgeted revenue will offset budgeted expense.

Purpose:

Parks and Recreation needs this action to ensure fees received from participating youth organizations are utilized to support and maintain the facilities. Fees will be commiserate with maintenance requirements.

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?

Account number: N/A

File Number: 0361-24

Director/Commissioner: Monica Conrad/Chris Ford



RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE DEPARTMENT OF FINANCE TO DESIGNATE A FUND FOR THE MAINTENANCE OF FOOTBALL FIELDS, TO BE FUNDED BY MAINTENANCE FEES COLLECTED PURSUANT TO APPROVED FACILITY USAGE AGREEMENTS WITH YOUTH FOOTBALL ORGANIZATIONS, AND FURTHER AUTHORIZING AND DIRECTING THE DEPARTMENT OF FINANCE TO DESIGNATE A FUND FOR THE MAINTENANCE OF SOCCER FIELDS, TO BE FUNDED BY MAINTENANCE FEES COLLECTED PURSUANT TO APPROVED FACILITY USAGE AGREEMENTS WITH YOUTH SOCCER ORGANIZATIONS.

WHEREAS, the Urban County Government, by and through its Division of Parks and Recreation, enters into facility usage agreements with participating youth football and soccer organizations for the right to use LFUCG football and soccer fields and facilities; and

WHEREAS, such facility usage agreements designate a fee charged to participating youth football organizations in an amount equal to \$5.00 per player registered to participate in the participating organization’s programs, to be paid to the Division of Parks and Recreation; and

WHEREAS, such facility usage agreements designate a fee charged to participating youth soccer organizations in an amount equal to \$2.00 per player registered to participate in the participating organization’s programs, per season, to be paid to the Division of Parks and Recreation; and

WHEREAS, the Division of Parks and Recreation wishes to use the fees collected to offset the cost of maintenance of the football fields and the soccer fields, respectively.

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

Section 1 – That, in order to ensure appropriate treatment of revenue received from participating youth football organizations, the Department of Finance is hereby authorized and directed to designate a fund which will be used for the operation and maintenance of Division of Parks and Recreation football fields, with such fund to be funded through the revenues collected from the participating youth organizations, pursuant to approved facility usage agreements with the Urban County Government and with such funds to be dedicated to the Division of Parks and Recreation for football field maintenance.

Section 2 – That, in order to ensure appropriate treatment of revenue received from participating youth soccer organizations, the Department of Finance is hereby authorized and directed to designate a fund which will be used for the operation and maintenance of

Division of Parks and Recreation soccer fields, with such fund to be funded through the revenues collected from the participating youth organizations, pursuant to approved facility usage agreements with the Urban County Government and with such funds to be dedicated to the Division of Parks and Recreation for soccer field maintenance.

Section 3 – The funds so created shall be used in accordance with Parks and Recreation Standard Operating Procedure regarding Franchise Player Fees, which is attached hereto and incorporated within.

Section 4 – The dedication of the revenue collected from the participating youth football and soccer organizations to the fund shall renew with the approval of the facility usage agreements by Council.

Section 5 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
xxxx-24:GET:4892-2681-3613, v. 1

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE DEPARTMENT OF FINANCE TO DESIGNATE A FUND FOR THE MAINTENANCE OF FOOTBALL FIELDS, TO BE FUNDED BY MAINTENANCE FEES COLLECTED PURSUANT TO APPROVED FACILITY USAGE AGREEMENTS WITH YOUTH FOOTBALL ORGANIZATIONS, AND FURTHER AUTHORIZING AND DIRECTING THE DEPARTMENT OF FINANCE TO DESIGNATE A FUND FOR THE MAINTENANCE OF SOCCER FIELDS, TO BE FUNDED BY MAINTENANCE FEES COLLECTED PURSUANT TO APPROVED FACILITY USAGE AGREEMENTS WITH YOUTH SOCCER ORGANIZATIONS.

WHEREAS, the Urban County Government, by and through its Division of Parks and Recreation, enters into facility usage agreements with participating youth football and soccer organizations for the right to use LFUCG football and soccer fields and facilities; and

WHEREAS, such facility usage agreements designate a fee charged to participating youth football organizations in an amount equal to \$5.00 per player registered to participate in the participating organization’s programs, to be paid to the Division of Parks and Recreation; and

WHEREAS, such facility usage agreements designate a fee charged to participating youth soccer organizations in an amount equal to \$2.00 per player registered to participate in the participating organization’s programs, per season, to be paid to the Division of Parks and Recreation; and

WHEREAS, the Division of Parks and Recreation wishes to use the fees collected to offset the cost of maintenance of the football fields and the soccer fields, respectively.

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

Section 1 – That, in order to ensure appropriate treatment of revenue received from participating youth football organizations, the Department of Finance is hereby authorized and directed to designate a fund which will be used for the operation and maintenance of the Division of Parks and Recreation football fields, with such fund to be funded through the revenues collected from the participating youth organizations, pursuant to approved facility usage agreements with the Urban County Government and with such funds to be dedicated to the Division of Parks and Recreation for football field maintenance.

Section 2 – That, in order to ensure appropriate treatment of revenue received from participating youth soccer organizations, the Department of Finance is hereby authorized and directed to designate a fund which will be used for the operation and maintenance of

the Division of Parks and Recreation soccer fields, with such fund to be funded through the revenues collected from the participating youth organizations, pursuant to approved facility usage agreements with the Urban County Government and with such funds to be dedicated to the Division of Parks and Recreation for soccer field maintenance.

Section 3 – The funds so created shall be used in accordance with Parks and Recreation Standard Operating Procedure regarding Franchise Player Fees, which is attached hereto and incorporated within.

Section 4 – The dedication of the revenue collected from the participating youth football and soccer organizations to the fund shall renew with the approval of the facility usage agreements by Council.

Section 5 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0361-24:GET:4890-5520-3252, v. 1

RESOLUTION NO. 206 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE DEPARTMENT OF FINANCE TO DESIGNATE A FUND FOR THE MAINTENANCE OF FOOTBALL FIELDS, TO BE FUNDED BY MAINTENANCE FEES COLLECTED PURSUANT TO APPROVED FACILITY USAGE AGREEMENTS WITH YOUTH FOOTBALL ORGANIZATIONS, AND FURTHER AUTHORIZING AND DIRECTING THE DEPARTMENT OF FINANCE TO DESIGNATE A FUND FOR THE MAINTENANCE OF SOCCER FIELDS, TO BE FUNDED BY MAINTENANCE FEES COLLECTED PURSUANT TO APPROVED FACILITY USAGE AGREEMENTS WITH YOUTH SOCCER ORGANIZATIONS.

WHEREAS, the Urban County Government, by and through its Division of Parks and Recreation, enters into facility usage agreements with participating youth football and soccer organizations for the right to use LFUCG football and soccer fields and facilities; and

WHEREAS, such facility usage agreements designate a fee charged to participating youth football organizations in an amount equal to \$5.00 per player registered to participate in the participating organization's programs, to be paid to the Division of Parks and Recreation; and

WHEREAS, such facility usage agreements designate a fee charged to participating youth soccer organizations in an amount equal to \$2.00 per player registered to participate in the participating organization's programs, per season, to be paid to the Division of Parks and Recreation; and

WHEREAS, the Division of Parks and Recreation wishes to use the fees collected to offset the cost of maintenance of the football fields and the soccer fields, respectively.

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

Section 1 – That, in order to ensure appropriate treatment of revenue received from participating youth football organizations, the Department of Finance is hereby authorized and directed to designate a fund which will be used for the operation and maintenance of the Division of Parks and Recreation football fields, with such fund to be funded through the revenues collected from the participating youth organizations, pursuant to approved facility usage agreements with the Urban County Government and with such funds to be dedicated to the Division of Parks and Recreation for football field maintenance.

Section 2 – That, in order to ensure appropriate treatment of revenue received from participating youth soccer organizations, the Department of Finance is hereby authorized and directed to designate a fund which will be used for the operation and maintenance of

the Division of Parks and Recreation soccer fields, with such fund to be funded through the revenues collected from the participating youth organizations, pursuant to approved facility usage agreements with the Urban County Government and with such funds to be dedicated to the Division of Parks and Recreation for soccer field maintenance.

Section 3 – The funds so created shall be used in accordance with Parks and Recreation Standard Operating Procedure regarding Franchise Player Fees, which is attached hereto and incorporated within.

Section 4 – The dedication of the revenue collected from the participating youth football and soccer organizations to the fund shall renew with the approval of the facility usage agreements by Council.

Section 5 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: May 9, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0361-24:GET:4890-5520-3252, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0362-24

File ID: 0362-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 114-2024

In Control: Urban County
Council

File Created: 03/28/2024

File Name: Amendment to #R-401-2023 AVOL MOA for Council
Capital Expenditure Project Funds

Final Action: 05/09/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Amendment to the Memorandum of Agreement authorized by Resolution 401-2023, related to an allocation of Council Capital Expenditure Funds to AVOL Ky. incorporated, extending the period of performance to December 31, 2024, at no cost to the Urban County Government. [Dept. of Social Services, Allen-Bryant]

Notes: In office 4/18/2024. MS

Sponsors:

Enactment Date: 05/09/2024

Attachments: 0362-2024 Bluesheet Memo -AMENDMENT to
AVOL MOA R-401-2023 for Council Capital
Expenditure, Amendment to AVOL MOA
4856-0639-5570, AVOL Capital Projects revised
03.26.2024, RESO 0362-24 Amendment to
Memorandum of Agreement iwth AVOL Kentucky Inc
for Council Capital Expenditure 4857-0604-4344
v.1.docx, R-207-2024, Contract #114-2024

Enactment Number: R-207-2024

Deed #:

Hearing Date:

Drafter: Theresa Maynard

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/16/2024	Approved and Referred to Docket	Urban County Council	04/25/2024		Pass
1	Urban County Council	04/25/2024	Received First Reading	Urban County Council	05/09/2024		
1	Urban County Council	05/09/2024	Approved				Pass

Text of Legislative File 0362-24

Title

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

Government, to execute an Amendment to the Memorandum of Agreement authorized by Resolution 401-2023, related to an allocation of Council Capital Expenditure Funds to AVOL Ky. incorporated, extending the period of performance to December 31, 2024, at no cost to the Urban County Government. [Dept. of Social Services, Allen-Bryant]

Summary

Authorization to execute an Amendment to the Memorandum of Agreement authorized by Resolution #R-401-2023 related to an allocation of Council Capital Project Expenditure funds to AVOL Kentucky Incorporated (\$24,700). This amendment revises the original project proposal due to changed conditions and extends the completion date to December 31, 2024. No Budgetary impact. (L0362-24) (Allen-Bryant)

Budgetary Implications: No

Advance Document Review:

Law: Yes, Michael Cravens, 3/28/24

Risk Management: N/A

Fully Budgeted [select]: Yes

Account Number: 1105-121002-1021-91715

This Fiscal Year Impact: \$24,700 already expensed

Annual Impact: N/A

Project:

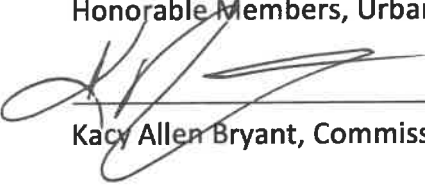
Activity:

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton
Vice Mayor Dan Wu
Honorable Members, Urban County Council

FROM: 
Kacy Allen Bryant, Commissioner of Social Services

DATE: March 29, 2024

SUBJECT: Amendment to Memorandum of Agreement with AVOL Kentucky Inc. for Council Capital Expenditure

Request:

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Amendment to the Memorandum of Agreement authorized by Resolution #R-401-2023 related to an allocation of Council Capital Project Expenditure funds to AVOL Kentucky Incorporated (\$24,700), for the Office of the Urban County Council.

Purpose:

AVOL Kentucky, Incorporated submitted a proposal to the Urban County Council for Council Capital Project Expenditure Funds in June 2023 to support a one-time capital project pursuant to the Council Capital Project Expenditure Policy of the Lexington-Fayette Urban County Council Rules and Procedures, which Council approved. This amendment revises the original project proposal due to changed conditions and extends the completion date to December 31, 2024. The project cost is not changing. A copy is attached.

This proposed capital project for Stonewall Terrace, as revised, continues to meet the criteria of the policy and is an appropriate expenditure of public funds, and LFUCG seeks to amend the agreement for the project for Council Capital Project Expenditure Funds to the Organization.

Budgetary Implication:

No impact; funds have already been expensed.

Are the funds budgeted?

Yes, were budgeted in 1105-121002-1021-91715.

File Number: 0362-2024

Director/Commissioner: Theresa Maynard / Kacy Allen-Bryant



**AMENDMENT TO THE MEMORANDUM OF AGREEMENT
BETWEEN LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
AND AVOL KENTUCKY INC.
FOR THE ACCEPTANCE OF COUNCIL CAPITAL EXPENDITURE PROJECT FUNDS**

THIS AMENDMENT made and entered into by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A, on behalf of the Urban County Council through the Department of Social Services (“LFUCG”), and AVOL Kentucky, Inc., acting as an amendment to that Agreement entered into between the parties dated July 14, 2023.

WHEREAS, on July 14, 2023, the parties hereto entered into an Agreement for the acceptance of Council Capital Expenditure Project Funds as approved by LFUCG Council on July 13, 2023; and

WHEREAS, the parties desire to amend said Agreement pursuant to a proposal to amend said Agreement;

NOW THEREFORE, in consideration of the following promises and covenants contained herein, the parties hereby agree as follows:

1. Paragraph 1 of the Memorandum of Agreement (“Term”) be and hereby is amended to extend the term of the agreement to December 31, 2024, and Paragraph 3 of the Memorandum of Agreement (“Council Capital Expenditure Project Funds”) be and hereby is amended to provide that Funds for which no approved expenditure has been or is planned to be incurred by December 1, 2024, shall be returned to LFUCG on or before December 31, 2024; and
2. That the proposal to amend this Agreement, attached hereto and incorporated herein by reference as Exhibit “A,” is hereby adopted; and
3. All other terms and conditions of the original Memorandum of Agreement dated July 14, 2023, not otherwise amended as set forth herein, shall remain in force and effect.

IN WITNESS WHEREOF, the parties have hereto caused these presents to be executed by their officers thereunto duly authorized:

**LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT**

AVOL KENTUCKY, INC.

Linda Gorton, Mayor

Jon Parker, Executive Director

Attested by:

Clerk of the Urban County Council

4856-0639-5570, v. 1



March 26, 2024

Vice Mayor Dan Wu
Lexington Fayette Urban County Government
200 East Main Street
Lexington, KY 40504

Dear Vice Mayor Wu:

After extensive consultation with engineers and vendors of the pavilion pre-fabricated products, it has been determined the AVOL's property at Stonewall Terrace lacks the necessary soil quality and protection from wind that would allow the structure ongoing stability.

With that, we are proposing the following revision to our scope of work originally provided. We are also asking for an extension of time to complete the project through December 31, 2024.

\$700 for **sound absorbing** panels in AVOL's community room. Our 64-person meeting space allows for educational sessions, community meeting space, and socialization gatherings. Sound absorbing panels installed will cut down on echo that is currently interfering with clear sound and slightly distorted audio/visual functioning.

- No change

\$1500 to install a **smart board** in AVOL's community room. A smart board will allow for improved technology in the delivery of educational programs and workshops.

- Revision, we were gifted a large screen television and equipment that effectively performs the same tasks as what he had hoped for the smart board. We would like to re-program these funds to purchase a podium that will also hold the computer equipment connected to the audio/visual, and other technology.

\$2500 to begin an **outdoor meditation garden** space. A meditation space will provide a safe space for persons served by AVOL and Stonewall Terrace to enjoy the outdoors, view nature, and be revived and engaged.

- We would like to add an additional \$2,500 for plantings and other meditation garden elements for a total of \$5,000.

\$5000 to install an outdoor **picnic concrete pad**. A picnic area will allow our picnic tables to be installed on a solid surface out of the way of lawn mowers. A picnic area will allow for our clients, residents, and their families to further enjoy the beautiful outdoor space at Stonewall Terrace as well as for outdoor meetings and workshops.

- Revised, see gazebo revision; \$2,500 to meditation garden, and \$2,500 to replace gazebo plan with patio and picnic area plan.

\$15000 to install a **covered gazebo** to be installed on the above-mentioned concrete pad. A gazebo/pavilion will allow the picnic area and tables to be under cover out of the sun and weather.

- We would like to reprogram the funds (\$15,000 for covered gazebo and \$2,500 from picnic concrete pad) to construct a sizeable patio area, adjacent to the medication garden, that includes patio block installed for picnic tables and outdoor gathering space for tenants and clients of AVOL Kentucky. At a later time we will explore adding shade sails and other embellishments.

We appreciate your consideration of any of these revisions for the \$24,700 in funding. All the above projects will enhance the Stonewall Terrace experience for those in our community seeking wellness. If AVOL Kentucky cannot expend all the funds pre-paid, the remaining funds will be returned to LFUCG.

Thank you for your vital leadership in our community. We are enjoying watching you in action at City Hall! Keep up the great work.

Sincerely,

Jon Parker, Executive Director
AVOL Kentucky, Inc.
1824 Hill Rise Drive STE 100
Lexington, KY 40504
jon@avolky.org
(859) 440-7290

\$

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AMENDMENT TO THE MEMORANDUM OF AGREEMENT AUTHORIZED BY RESOLUTION 401-2023, RELATED TO AN ALLOCATION OF COUNCIL CAPITAL EXPEDITURE FUNDS TO AVOL KENTUCKY INCORPORATED, EXTENDING THE PERIOD OF PERFORMANCE TO DECEMBER 31, 2024, AT NO COST TO THE URBAN COUNTY GOVERNMENT.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Amendment, attached hereto and incorporated herein by reference, to the Agreement authorized by Resolution 401-2023, related to an allocation of Council Capital Expenditure Funds to AVOL Kentucky, Inc., extending the period of performance to December 31, 2024, at no additional cost.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0362-24:GET: 4857-0604-4344, v. 1

RESOLUTION NO. 207 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AMENDMENT TO THE MEMORANDUM OF AGREEMENT AUTHORIZED BY RESOLUTION 401-2023, RELATED TO AN ALLOCATION OF COUNCIL CAPITAL EXPENDITURE FUNDS TO AVOL KENTUCKY INCORPORATED, EXTENDING THE PERIOD OF PERFORMANCE TO DECEMBER 31, 2024, AT NO COST TO THE URBAN COUNTY GOVERNMENT.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Amendment, attached hereto and incorporated herein by reference, to the Agreement authorized by Resolution 401-2023, related to an allocation of Council Capital Expenditure Funds to AVOL Kentucky, Inc., extending the period of performance to December 31, 2024, at no additional cost.

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

PASSED URBAN COUNTY COUNCIL: May 9, 2024



MAYOR

ATTEST:


CLERK OF URBAN COUNTY COUNCIL
0362-24:GET: 4857-0604-4344, v. 1



March 26, 2024

Vice Mayor Dan Wu
Lexington Fayette Urban County Government
200 East Main Street
Lexington, KY 40504

Dear Vice Mayor Wu:

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Thank you for your vital leadership in our community. We are enjoying watching you in action at City Hall! Keep up the great work.

Sincerely,



Jon Parker, Executive Director
AVOL Kentucky, Inc.
1824 Hill Rise Drive STE 100
Lexington, KY 40504
jon@avolky.org
(859) 440-7290

\$

**AMENDMENT TO THE MEMORANDUM OF AGREEMENT
BETWEEN LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
AND AVOL KENTUCKY INC.
FOR THE ACCEPTANCE OF COUNCIL CAPITAL EXPENDITURE PROJECT FUNDS**

THIS AMENDMENT made and entered into by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A, on behalf of the Urban County Council through the Department of Social Services ("LFUCG"), and AVOL Kentucky, Inc., acting as an amendment to that Agreement entered into between the parties dated July 14, 2023.

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2. That the proposal to amend this Agreement, attached hereto and incorporated herein by reference as Exhibit "A," is hereby adopted; and
3. All other terms and conditions of the original Memorandum of Agreement dated July 14, 2023, not otherwise amended as set forth herein, shall remain in force and effect.

IN WITNESS WHEREOF, the parties have hereto caused these presents to be executed by their officers thereunto duly authorized:

**LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT**



Linda Gorton, Mayor

AVOL KENTUCKY, INC.



Jon Parker, Executive Director

Attested by:



Clerk of the Urban County Council

4856-0639-5570, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0364-24

File ID: 0364-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 111-2024

In Control: Urban County
Council

File Created: 03/28/2024

File Name: HOPE CTR AGREEMENT FY25

Final Action: 05/09/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with the Hope Center, Inc., for the Fayette County Detention Center Recovery Program to provide daily recovery services to the inmates of the Fayette County Detention Center, effective July 1, 2024, through June 30, 2025, at an estimated cost not to exceed \$228,000, for FY2025, subject to appropriation by Council. [Div. of Community Corrections, Colvin]

Notes: In office 4/15/2024. MS

stamped and filed in CCO copies emailed back to TB 5/9 AA

Sponsors:

Enactment Date: 05/09/2024

Attachments: HOPE CTR memo FY25, HOPE CTR FY25
AGREEMENT unsigned 3-28-24, HOPE CTR FY25
AGREEMENT_signed, Resolution 0364-24 Hope
Center 4876-6131-4487 v.3.doc, R-208-2024,
Contract #111-2024

Enactment Number: R-208-2024

Deed #:

Hearing Date:

Drafter: BRADLEY, TAMMY

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/16/2024	Approved and Referred to Docket	Urban County Council	04/25/2024		Pass
1	Urban County Council	04/25/2024	Received First Reading	Urban County Council	05/09/2024		
1	Urban County Council	05/09/2024	Approved				Pass

Text of Legislative File 0364-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with the Hope Center, Inc., for

the Fayette County Detention Center Recovery Program to provide daily recovery services to the inmates of the Fayette County Detention Center, effective July 1, 2024, through June 30, 2025, at an estimated cost not to exceed \$228,000, for FY2025, subject to appropriation by Council. [Div. of Community Corrections, Colvin]

Summary

Authorization to execute an Agreement with Hope Center for a Detention Center Recovery Program to provide daily recovery services to the inmates of the Fayette County Detention Center, effective July 1, 2024, through June 30, 2025. Program capacity is fifteen (15) women and thirty (30) men, for an annual cost of \$228,000. Funds have been requested in the FY 2025 Budget. (L0364-24) (Colvin/Armstrong)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted [select]: Funds have been requested for the FY 2025 Budget

Account Number: 1101-505403-5434-71299

This Fiscal Year Impact:

Annual Impact: \$228,000 FY 2025

Project:

Activity:

Budget Reference:

Current Balance: requested in FY 2025 Mayor's Proposed Budget



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: March 28, 2024

SUBJECT: Hope Center for Detention Center Recovery Program Agreement Approval

Request

Council authorization is requested to enter into an agreement with Hope Center for Detention Center Recovery Program.

Why are you requesting?

Hope Center for Detention Center Recovery Program provides daily recovery services to the inmates of the Fayette County Detention Center. Program capacity is fifteen (15) women and thirty (30) men.

Funds have been requested in the upcoming FY25 budget. The annual cost of the program is \$228,000. The term of the agreement is for one (1) fiscal year beginning July 1, 2024, and ending June 30, 2025. Division of Community Corrections will have the option to renew this agreement on a year-to-year basis. 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 requested for FY25 - \$228,000

Are the funds budgeted? Yes.

File Number: L0364-24

Director/Commissioner: Chief G.S. Colvin



PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT ("Agreement") made and entered into on the first day of July, 2024, by and between the Lexington Fayette Urban County Government ("Urban Government") and the Hope Center, Inc. ("Hope Center") with offices located at 360 West Loudon Avenue, Lexington Kentucky 40588.

WITNESSETH

That for and in consideration of the mutual promises and covenants herein expressed, the Division and the Hope Center agree as follows:

1. The Urban Government hereby retains the Hope Center for the period beginning on July 1, 2024, and continuing for a period of twelve (12) months from that date unless within that period the Urban Government gives the Hope Center thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date the notice is given.
2. The Urban Government shall pay the Hope Center the sum of Two Hundred Twenty-Eight Thousand Dollars (\$228,000) for the services required by this Agreement. Said service more particularly described in the Addendum attached hereto and incorporated herein by reference. Payment shall be made in 12 equal monthly installments of Nineteen Thousand Dollars (\$19,000) upon the submission of invoicing. A detailed quarterly program report shall be submitted to the Urban Government no later than October 15, 2024; January 15, 2025; April 15, 2025; and July 15 2025.
3. In the event of termination of this Agreement by the Urban Government as provided for in paragraph 1 above, the Hope Center shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required herein.
4. The Hope Center shall perform all duties and services included in the Addendum attached hereto faithfully and satisfactorily at the time, place and for the duration prescribed herein. Compensation paid pursuant to this Agreement shall be used exclusively for the services set forth in the Addendum and for no other purpose. 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. The Hope Center shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify the Urban Government, its officers, agents and employees against any claim or liability arising from and based on the Hope Center's violation of any such laws, ordinances or regulations.
5. All of the Hope Center employees, agents, and representatives, wishing to enter the Urban Government's detention facility must first receive a security clearance prior to entrance. Requests for security clearances will be done so by contacting the Division of Community Corrections at least three weeks prior to the intended entrance. The Urban Government

reserves the right to refuse entrance to any person(s) not in possession of a security identification badge or to confiscate any security identification badge issued at its discretion.

6. The Urban Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Hope Center. The Urban 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. Inspection and monitoring of the work by the Urban Government, or its designee, shall in no manner be presumed to relieve in any degree the responsibility or obligations of the Hope Center, nor to constitute the Hope Center as an agent of the Urban Government.
7. The Hope Center shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a compliance 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 the Hope Center conducts business. The policy shall be submitted to the Urban Government for review within thirty (30) days of the execution of this Agreement.
8. This instrument, and the Addendum, incorporated herein, 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.
9. Notice – any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

The Hope Center, Inc.

Attn: _____

LFUCG: LFUCG – Division of Community Corrections
600 Old Frankfort Circle
Lexington, KY 40510
Attn: G. Scott Colvin, Chief

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

LEXINGTON-FAYETTE URBAN

HOPE CENTER

COUNTY GOVERNMENT

BY: _____

Linda Gorton, Mayor

BY: _____

TITLE: _____

ATTEST:

Clerk of the Urban County Council

ADDENDUM

DETENTION CENTER RECOVERY PROGRAM

PROGRAM SUMMARY: Both innovative and creative, the Detention Recovery Programs provides daily, full-day recovery services Monday – Friday to inmates of the Fayette County Detention Center. To complete the program, participants take an average of 92 classes and attend 204 meetings. Program capacity is 15 women and 30 men, and the program serves about 106 participants annually. Program goals are success completion of all program components. All participants receive daily lessons in the 12-Steps and Recovery Dynamics, supplemented with additional classes. Community Meetings, held 2-3 times weekly, address issues that arise from day-to-day community living. Participants hold themselves and their peers accountable for conduct and a commitment to change. The community meetings help participants by identifying specific issues that may be impeding recovery, such as a loss of focus, reoccurring destructive behaviors or unacceptable program behavior. The community members make suggestion, and through a vote select a learning experience that will help the participant gain insight into the need for change. Cognitive Behavioral Intervention (CBI), is presented in two course, Thinking for a Change, and Problem Solving for Offenders. Both courses are endorsed by the National Institute of Corrections to promote effective changes in offender thinking patterns. The courses teach offenders to change and manage antisocial feelings and thinking; increase self-control, self-management and problem solving skills; and to recognize risky situations and develop plans to deal with them. Transition planning starts about halfway through the program.

The Detention Recovery Program addresses the bonus point-eligible need area of substance abuse; and we request these bonus points.

Long –Term Program Goals: The long-term program goal:

1. To provide services that will result in reduced recidivism among program participants who complete the program

ACTIVITIES	OUTPUTS	OUTCOMES
Program management, coordination with Detention Center, coordination with community and agency partners, coordination of volunteer activities, maintenance of existing staff levels	Provision of ongoing supervision and support to staff and volunteers; ongoing coordination with all community partners	Consistent ongoing day-to-day management of the program, including consistent procedures and clear communication to participants
Provision of services including screening, mentoring, counseling, classes, community meetings, transition planning, and other core services.	Provision of program admission for 44 women and 62 men, and provision of classes and other services provided Monday – Friday of each week for up to 15 women and 30 men.	An admission –to-completion ration (a/c) of 43% for women and 60% for men.
Provision of Recovery Dynamics, Cognitive Behavior Intervention, AA materials, and other necessary teaching resources.	Distribution of materials to up to 15 women and 30 men.	Improved knowledge of Recovery Dynamics in 50% of participants who remain in the program for at least 30 days.

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
Satisfactory Program Management	Documented issues, problems or grievances from clients or detention center staff	All Hope Detention Recovery Program employees, and all participants in the recovery programs to the extent that grievances will be collected	Reported weekly as part of ongoing Hope Center management team meetings, with written documentation available.
Advancement in program, program completion	Program records indicating admissions and completions	All participants who are admitted to the program	Information is compiled monthly as part of Hope Center’s ongoing data collection, management, and analysis
Satisfactory completion of Recovery Dynamics evaluations	Regular Recovery Dynamics evaluations	All participants who remain in the program at least 14 days	At least weekly

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The Hope Center, Inc.

Hope Center
PO Box 6
Lexington, KY 40588
Attn: Jeff Crook

LFUCG: LFUCG – Division of Community Corrections
600 Old Frankfort Circle
Lexington, KY 40510
Attn: G. Scott Colvin, Chief

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

HOPE CENTER

BY: _____
Linda Gorton, Mayor

BY:  _____
TITLE: Interim Exec. Director

ATTEST:

Clerk of the Urban County Council

ADDENDUM

DETENTION CENTER RECOVERY PROGRAM

PROGRAM SUMMARY: Both innovative and creative, the Detention Recovery Programs provides daily, full-day recovery services Monday – Friday to inmates of the Fayette County Detention Center. To complete the program, participants take an average of 92 classes and attend 204 meetings. Program capacity is 15 women and 30 men, and the program serves about 106 participants annually. Program goals are success completion of all program components. All participants receive daily lessons in the 12-Steps and Recovery Dynamics, supplemented with additional classes. Community Meetings, held 2-3 times weekly, address issues that arise from day-to-day community living. Participants hold themselves and their peers accountable for conduct and a commitment to change. The community meetings help participants by identifying specific issues that may be impeding recovery, such as a loss of focus, reoccurring destructive behaviors or unacceptable program behavior. The community members make suggestion, and through a vote select a learning experience that will help the participant gain insight into the need for change. Cognitive Behavioral Intervention (CBI), is presented in two course, Thinking for a Change, and Problem Solving for Offenders. Both courses are endorsed by the National Institute of Corrections to promote effective changes in offender thinking patterns. The courses teach offenders to change and manage antisocial feelings and thinking; increase self-control, self-management and problem solving skills; and to recognize risky situations and develop plans to deal with them. Transition planning starts about halfway through the program.

The Detention Recovery Program addresses the bonus point-eligible need area of substance abuse; and we request these bonus points.

Long –Term Program Goals: The long-term program goal:

1. To provide services that will result in reduced recidivism among program participants who complete the program

ACTIVITIES	OUTPUTS	OUTCOMES
Program management, coordination with Detention Center, coordination with community and agency partners, coordination of volunteer activities, maintenance of existing staff levels	Provision of ongoing supervision and support to staff and volunteers; ongoing coordination with all community partners	Consistent ongoing day-to-day management of the program, including consistent procedures and clear communication to participants
Provision of services including screening, mentoring, counseling, classes, community meetings, transition planning, and other core services.	Provision of program admission for 44 women and 62 men, and provision of classes and other services provided Monday – Friday of each week for up to 15 women and 30 men.	An admission –to-completion ration (a/c) of 43% for women and 60% for men.
Provision of Recovery Dynamics, Cognitive Behavior Intervention, AA materials, and other necessary teaching resources.	Distribution of materials to up to 15 women and 30 men.	Improved knowledge of Recovery Dynamics in 50% of participants who remain in the program for at least 30 days.

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
Satisfactory Program Management	Documented issues, problems or grievances from clients or detention center staff	All Hope Detention Recovery Program employees, and all participants in the recovery programs to the extent that grievances will be collected	Reported weekly as part of ongoing Hope Center management team meetings, with written documentation available.
Advancement in program, program completion	Program records indicating admissions and completions	All participants who are admitted to the program	Information is compiled monthly as part of Hope Center’s ongoing data collection, management, and analysis
Satisfactory completion of Recovery Dynamics evaluations	Regular Recovery Dynamics evaluations	All participants who remain in the program at least 14 days	At least weekly

RESOLUTION NO. ____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT WITH THE HOPE CENTER, INC., FOR THE FAYETTE COUNTY DETENTION CENTER RECOVERY PROGRAM TO PROVIDE DAILY RECOVERY SERVICES TO THE INMATES OF THE FAYETTE COUNTY DETENTION CENTER, EFFECTIVE JULY 1, 2024, THROUGH JUNE 30, 2025, AT AN ESTIMATED COST NOT TO EXCEED \$228,000.00, FOR FY2025, SUBJECT TO APPROPRIATION BY COUNCIL.

—

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 Purchase of Service Agreement, which is attached hereto and incorporated herein by reference, with the Hope Center, Inc., for a Detention Center Recovery Program to provide daily recovery services to the inmates of the Fayette County Detention Center, effective July 1, 2024, through June 30, 2025.

Section 2 - That an amount, not to exceed the sum of \$228,000.00, be and hereby is approved for payment to the Hope Center, Inc., for FY 2025 subject to appropriation by Council, from account #1101-505403-71299, pursuant to the terms of the Agreement.

Section 3 - That this Resolution shall become effective on July 1, 2024.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0364-24:JHH:4876-6131-4487, v. 3

RESOLUTION NO. 208-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT WITH THE HOPE CENTER, INC., FOR THE FAYETTE COUNTY DETENTION CENTER RECOVERY PROGRAM TO PROVIDE DAILY RECOVERY SERVICES TO THE INMATES OF THE FAYETTE COUNTY DETENTION CENTER, EFFECTIVE JULY 1, 2024, THROUGH JUNE 30, 2025, AT AN ESTIMATED COST NOT TO EXCEED \$228,000.00, FOR FY2025, SUBJECT TO APPROPRIATION BY COUNCIL.

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 Purchase of Service Agreement, which is attached hereto and incorporated herein by reference, with the Hope Center, Inc., for a Detention Center Recovery Program to provide daily recovery services to the inmates of the Fayette County Detention Center, effective July 1, 2024, through June 30, 2025.

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Section 3 - That this Resolution shall become effective on July 1, 2024.

PASSED URBAN COUNTY COUNCIL: May 9, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]

CLERK OF URBAN COUNTY COUNCIL

0364-24:JHH:4876-6131-4487, v. 3

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT ("Agreement") made and entered into on the first day of July, 2024, by and between the Lexington Fayette Urban County Government ("Urban Government") and the Hope Center, Inc. ("Hope Center") with offices located at 360 West Loudon Avenue, Lexington Kentucky 40588.

WITNESSETH

That for and in consideration of the mutual promises and covenants herein expressed, the Division and the Hope Center agree as follows:

1. The Urban Government hereby retains the Hope Center for the period beginning on July 1, 2024, and continuing for a period of twelve (12) months from that date unless within that period the Urban Government gives the Hope Center thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date the notice is given.
2. The Urban Government shall pay the Hope Center the sum of Two Hundred Twenty-Eight Thousand Dollars (\$228,000) for the services required by this Agreement. Said service more particularly described in the Addendum attached hereto and incorporated herein by reference. Payment shall be made in 12 equal monthly installments of Nineteen Thousand Dollars (\$19,000) upon the submission of invoicing. A detailed quarterly program report shall be submitted to the Urban Government no later than October 15, 2024; January 15, 2025; April 15, 2025; and July 15 2025.
3. In the event of termination of this Agreement by the Urban Government as provided for in paragraph 1 above, the Hope Center shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required herein.
4. The Hope Center shall perform all duties and services included in the Addendum attached hereto faithfully and satisfactorily at the time, place and for the duration prescribed herein. Compensation paid pursuant to this Agreement shall be used exclusively for the services set forth in the Addendum and for no other purpose. 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. The Hope Center shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify the Urban Government, its officers, agents and employees against any claim or liability arising from and based on the Hope Center's violation of any such laws, ordinances or regulations.
5. All of the Hope Center employees, agents, and representatives, wishing to enter the Urban Government's detention facility must first receive a security clearance prior to entrance. Requests for security clearances will be done so by contacting the Division of Community Corrections at least three weeks prior to the intended entrance. The Urban Government

reserves the right to refuse entrance to any person(s) not in possession of a security identification badge or to confiscate any security identification badge issued at its discretion.

6. The Urban Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Hope Center. The Urban 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. Inspection and monitoring of the work by the Urban Government, or its designee, shall in no manner be presumed to relieve in any degree the responsibility or obligations of the Hope Center, nor to constitute the Hope Center as an agent of the Urban Government.
7. The Hope Center shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a compliance 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 the Hope Center conducts business. The policy shall be submitted to the Urban Government for review within thirty (30) days of the execution of this Agreement.
8. This instrument, and the Addendum, incorporated herein, 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.
9. Notice – any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

The Hope Center, Inc.

Hope Center
PO Box 6
Lexington, KY 40588
Attn: Jeff Crook

LFUCG: LFUCG – Division of Community Corrections
600 Old Frankfort Circle
Lexington, KY 40510
Attn: G. Scott Colvin, Chief

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

LEXINGTON-FAYETTE URBAN

HOPE CENTER

COUNTY GOVERNMENT

BY: Linda Gorton

Linda Gorton, Mayor

BY: [Signature]

TITLE: Interim Exec. Director

ATTEST:

[Signature]

Clerk of the Urban County Council

ADDENDUM

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Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0368-24

File ID: 0368-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 120-2024

In Control: Urban County
Council

File Created: 04/01/2024

File Name: STR Software

Final Action: 04/25/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement (awarded pursuant to RFP No. 49-2023) with Granicus LLC for short-term rental tracking and monitoring software, for the Div. of Revenue, at a cost not to exceed \$48,416.10. [Div. of Revenue, Holbrook]

Notes: stamped and filed in the council clerk's office- copy given back to Wes H. 5/14/24 AA

Sponsors:

Enactment Date: 04/25/2024

Attachments: Service_Level_Agreement_SLA,
KY_Lexington-Fayette Urban County
KY_Q-322322_2024FEB20 Version 1, Bluesheet
Memo - STR Software, RESO 368-24- STR Software
4882-5863-0072 v.1.docx, R-190-2024

Enactment Number: R-190-2024

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/16/2024	Approved and Referred to Docket	Urban County Council	04/25/2024		Pass
1	Urban County Council	04/25/2024	Received First Reading	Urban County Council	04/25/2024		
1	Urban County Council	04/25/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	04/25/2024	Approved				Pass

Text of Legislative File 0368-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement (awarded pursuant to RFP No. 49-2023) with Granicus LLC for short-term rental tracking and monitoring software, for the Div. of Revenue, at a cost not to exceed \$48,416.10. [Div. of Revenue, Holbrook]

Summary

Authorization to execute an Agreement with Granicus for Short-Term Rental Tracking and Monitoring Software to identify, track, and monitor short-term rental properties on various platforms, at a cost of \$48,416.10. Funds are Budgeted. (L0368-24) (Holbrook/Hensley)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select No, Completed by [Attorney Name, Date]}

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

Fully Budgeted [select]: Yes

Account Number: 1101-202601-0001-71208

This Fiscal Year Impact: \$ 48,416.10

Annual Impact: \$ 48,416.10

Project:

Activity:

Budget Reference:

Current Balance: \$82,653.02

REGIONAL HOURS OF AVAILABILITY AND SUPPORT CONTACT CHANNELS

Region	Regular Support Hours	Support Contact Channels
USA	Monday - Friday 8:00 AM-8:00 PM EST Excluding Federal Holidays	support.granicus.com 1-800-314-0147
Canada	Monday - Friday 8:00 AM-8:00 PM EST Excluding Statutory Holidays	support.granicus.com 1-800-314-0147
Europe	Monday - Friday 9:00 AM-5:00 PM GMT Excluding Statutory Holidays	support.granicus.com +44 (0) 800 032 7764
Australia & New Zealand	Monday - Friday 9:00 AM-5:30 PM AEST Excluding National Holidays and Victorian public holidays	support.granicus.com +61 3 9913 0020
Subscribers govDelivery Help	Monday - Friday 8:00 AM-8:00 PM EST Excluding US Federal Holidays	subscriberhelp.granicus.com subscriberhelp@granicus.com 1-800-439-1420 USA +44 (0) 808 234 7450 Europe
Emergency Support	Emergency technical support is available 24/7 by phone only for customers experiencing a Level 1 outage as defined below	

TECHNICAL SUPPORT SEVERITY LEVEL DEFINITIONS

Severity Level	Description	Time to 1 st Response	Granicus Action
Level 1 EMERGENCY	Incident represents complete unavailability of the Granicus Products for all users and no workaround is available	Within two (2) hours	Incident response process is initiated upon verification. Work on a resolution begins immediately (24/7/365). Notifications and updates of resolution or work arounds are provided to affected clients via case, or if several clients are affected, via status.granicus.com.
Level 2 SEVERELY IMPAIRED	Incident occurs when a major feature of the product is not working or fails repeatedly and there is no workaround available	Within four (4) hours	Incident response process is initiated upon verification. Case is evaluated whether a solution or acceptable work around can be achieved. Notifications and updates of resolutions or work arounds are provided to affected clients via case, or if several clients are affected, via status.granicus.com
Level 3 IMPAIRED	Incident occurs when a primary feature of the product is not working as expected and an acceptable workaround is available	Within one (1) business day	Upon verification case is assigned and work on resolution begins within 1 business day. If the issue is reported after hours, it will not be assigned until the next business day.
Level 4 LOW IMPACT	Incident that has a limited business impact; primary functionality is unaffected	Within three (3) business days	Upon verification case is assigned and work on resolution begins within 3 business days. If the issue is reported after hours, it will not be assigned until the next business day.

Granicus shall use commercially reasonable efforts to resolve incidents affecting Granicus Products. Incidents that require debugging of programming code may need to be corrected during the next regular update cycle. Resolution time will be based on the details and severity of an incident. Regular follow-ups will be communicated with the customer until final resolution is reached

PRODUCT AVAILABILITY

Granicus will use commercially reasonable efforts to make the Granicus Products Available 99.9% of the Available Hours of Operation, calculated on a calendar quarter basis, as follows:

$$\frac{[(\text{Total time in a quarter} - \text{Unexpected Downtime} - \text{Scheduled Downtime} - \text{Service Disruption})]}{(\text{Total time in a quarter} - \text{Schedule Downtime} - \text{Service Disruption})} * 100$$

Reasonable efforts are made to avoid Scheduled Downtime to perform maintenance, however, in circumstances where Scheduled Downtime is required, notification will be posted at least 10 days in advance for all Product Suites, scope of maintenance activities may be refined to ensure adherence to published schedule. Customers can subscribe to product specific email notifications on the status page status.granicus.com

Notifications for Granicus Products of any system-wide outages will be posted to status.granicus.com and will occur within one (1) hour from the time the issues are first recognized by Granicus.

Reports of Unscheduled Downtime will be provided upon request up to once per calendar quarter.

Term	Definition
Availability	ability of a user to access the Granicus Product via the internet. Granicus uses industry-standard third-party monitoring to measure Availability through URL monitoring (HTTP)
Available Hours of Operation	twenty-four hours a day, seven days per week, minus Scheduled Downtime
Maintenance	updates, upgrades, bug fixes, and patches to the Granicus Products. Maintenance times vary by Product. An up-to-date maintenance schedule can be found at status.granicus.com .
Scheduled Downtime	is the period when the Granicus Product may be inaccessible to permit Granicus to perform Maintenance services
Service Disruption	is the downtime arising from causes beyond the reasonable direct control of Granicus, such as events caused by Client's action or inaction, force majeure, interruption or failure of digital transmission links or telecommunications, certificate expirations, hostile network attacks, issues arising with customer Domain Name Systems (DNS), or Client Web Application Firewall (WAF).
Unscheduled Downtime	is any time after the first five minutes of downtime where the Granicus Product is not Available in any way.

OUTAGE CREDIT

Any credit provided within this Technical Support and Availability document will be referred to as an **Outage Credit**. The Outage Credit shall be applied as credit to the customer's following renewal term for the customer's affected Granicus Product and will be added to the end of the then-current period of performance and shall be provided upon the customer's request.

Outage Credit is available solely to the extent Unscheduled Downtime created unavailability of the entire Granicus product. Unscheduled Downtime **does not include** Service Disruption. In no event shall any credit for a calendar quarter exceed the seven (7) days of Outage Credit. Granicus shall have the ability to determine at its reasonable discretion whether Unscheduled Downtime has occurred.

Per calendar quarter, Granicus will provide Outage Credit as follows:

Site Outage per Quarter (Unless Otherwise Specified Below)	Amount of Outage Credit (Unless Otherwise Specified Below)
>99.9%	No Outage Credit
99.8-98.0%	1 day credit
97.9-97.0%	3 days credit
96.9% or less	7 days credit

Granicus Proposal for Lexington-Fayette Urban County, KY

ORDER DETAILS

Prepared By: Bruce McCaskill
Phone: (843) 999-1023
Email: bruce.mccaskill@granicus.com
Order #: Q-322322
Prepared On: 20 Feb 2024
Expires On: 31 Mar 2024

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 12 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Address Identification - Setup and Configuration	Up Front	1 Each	\$0.00
Address Identification - Online Training	Up Front	1 Each	\$0.00
24/7 Hotline - Setup and Configuration	Up Front	1 Each	\$0.00
24/7 Hotline - Online Training	Up Front	1 Each	\$0.00
Compliance Monitoring - Setup and Configuration	Up Front	1 Each	\$0.00
Compliance Monitoring - Online Training	Up Front	1 Each	\$0.00
Mobile Permitting & Registration - Setup and Configuration	Up Front	1 Each	\$0.00
Mobile Permitting & Registration - Online Training	Up Front	1 Each	\$0.00
Tax Collection - Setup and Configuration	Up Front	1 Each	\$0.00
Tax Collection - Online Training	Up Front	1 Each	\$0.00
SUBTOTAL:			\$0.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Address Identification	Annual	1 Each	\$17,968.86
24/7 Hotline	Annual	1 Each	\$6,987.89
Compliance Monitoring	Annual	1 Each	\$9,483.57
Enhanced Short-Term Rental Registration Portal	Annual	1 Each	\$6,987.89
Enhanced Short-Term Rental Tax Collection Portal	Annual	1 Each	\$6,987.89
Mobile Permitting & Registration	Annual	1 Each	\$0.00
Tax Collection	Annual	1 Each	\$0.00
SUBTOTAL:			\$48,416.10

PRODUCT DESCRIPTIONS

Solution	Description
Address Identification	Ongoing monitoring of 60+ Short Term Rental websites including major platforms Airbnb, VRBO, HomeAway, Booking.com, FlipKey, & Expedia. Our machine learning will deduplicate all known Listings into unique Rental Units, where our identification team will provide owner contact information for further enforcement. This product includes:- Ongoing monitoring of all listings in your jurisdiction - Updating listing activity and details every 3-5 days - Screenshot activity of every listing - Deduplication of listings into unique Rental Units - Activity dashboard and map to monitor trends and breakdown of compliance
24/7 Hotline	24/7 web and phone hotline for your community to report short term rental complaints such as parking, trash, noise disturbances, and illegal short term rentals. This product include:- Mobile-enabled online web form for citizens to submit tips or complaints (text, videos, and photos) - 24/7 call center for citizens to contact and report complaints verbally - Recordings for all call center complaints - Email notifications to your team when complaints are logged - Automatic outbound IVR calls and SMS messages to permit emergency contacts notifying them of the complaint - SMS support for emergency contacts to mark a complaint as acknowledged or resolved with the ability to send resolution notes - Hotline Dashboard for tracking complaint volumes, trends, and categories - Ability to upload Notes/Comments to each complaint
Compliance Monitoring	Compliance monitoring provides up-to-date information for each identified Rental Unit and its compliance status. We configure your compliance definition specific to your jurisdiction rules and ordinances in order to provide up-to-date compliance status of each identified Rental Unit. Additionally, this product will:- Allow your team to send letters to non-compliant properties 24/7 - Configure letter templates with your branding and letterhead - Add as many letter sequences as you need for escalation - Monitor properties that become compliant after letter enforcement

Solution	Description
Enhanced Short-Term Rental Registration Portal	Mobile-enabled online portal and back-end systems for streamlining the registration/licensing/permitting of individual short-term rental hosts. These registration forms and workflows include: · Host Login and Dashboard · Parcel Number lookup and validation · Debit, and Credit Payments exclusively powered by Paymentus · Registration Number & Certificate creation · Document Upload · Renewals · Email confirmation · Admin workflow management for approval & denial
Enhanced Short-Term Rental Tax Collection Portal	Tax Collection can be built as a separate mobile-enabled portal or coupled with Mobile Permitting & Registration in one single portal allowing your users to:- Report revenue monthly, quarterly, or annually and pay sales tax due (i.e TOT) - Remind users when they are registering for a permit/license to also report any back taxes - Debit, and Credit Payments exclusively powered by Paymentus
Address Identification - Setup and Configuration	Setup and configuration of the platform to facilitate the systematic identification of the addresses and owner's contact information for short-term rentals located in a specific local government's jurisdiction. <i>Note: The implementation timeline for Client is dependent on Granicus' receipt of all data from Client required to complete the services, including assessor data and registration files, in the format agreed upon by the parties prior to project kick-off. Any fees associated with the collection or receipt of required data will be borne by Client.</i>
Address Identification - Online Training	Virtual training session with a Granicus professional services trainer.
24/7 Hotline - Setup and Configuration	Setup and configuration of the online platform to enable neighbors to report, prove and get instant resolution to non-emergency short-term rental related problems.

Solution	Description
24/7 Hotline - Online Training	Virtual training session with a Granicus professional services trainer.
Compliance Monitoring - Setup and Configuration	Setup and configuration of the system to enable ongoing monitoring of a specific jurisdiction's short-term rentals for compliance with the relevant registration/licensing/permitting requirements.
Compliance Monitoring - Online Training	Virtual training session with a Granicus professional services trainer.
Mobile Permitting & Registration	Mobile-enabled online forms and back-end systems for streamlining the registration/licensing/permitting of individual short-term rental hosts. These registration forms and workflows include:- Parcel Number lookup and validation - E-Signatures - Debit, and Credit Payments exclusively powered by Paymentus - Registration Number & Certificate creation - Document Upload - Renewals - Email confirmation - Admin approval & denial
Tax Collection	Tax Collection can be built as a separate mobile-enabled form or coupled with Mobile Permitting & Registration in one single portal allowing your users to:- Report revenue monthly, quarterly, or annually and pay sales tax due (i.e TOT) - Remind users when they are registering for a permit/license to also report any back taxes - Debit, and Credit Payments exclusively powered by Paymentus
Mobile Permitting & Registration - Setup and Configuration	Setup and configuration of mobile-enabled online forms and back-end systems for streamlining the registration/licensing/permitting of individual short-term rental hosts and capturing and processing the associated signatures, payments and required documentation
Mobile Permitting & Registration - Online Training	Virtual training session with a Granicus professional services trainer.
Tax Collection - Setup and Configuration	Setup and configuration of mobile-enabled online forms and back-end systems for streamlining the monthly/quarterly collection of taxes from individual short-term rental hosts and capturing and processing the associated signatures, payments and required documentation

Solution	Description
Tax Collection - Online Training	Virtual training session with a Granicus professional services trainer.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-322322 dated 20 Feb 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Lexington-Fayette Urban County, KY to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	☐ - No ☐ - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-322322 dated 20 Feb 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Lexington-Fayette Urban County, KY	
Signature:	
Name:	
Title:	
Date:	



TO: Mayor Linda Gorton
Members, Urban County Council

FROM: 
Wesley Holbrook, Director of Revenue

DATE: April 8, 2024

SUBJECT: Authorization to execute an agreement with Granicus for Short-Term Rental Tracking and Monitoring Software

Request

Authorization to execute an agreement with Granicus for Short-Term Rental Tracking and Monitoring Software.

Why are you requesting?

The Fiscal Year 2024 adopted budget included funds for the purchase of software to identify, track, and monitor short-term rental properties on various platforms. This funding was made available due to the adopting of an ordinance to require a special license of short-term rentals. The initial term of the agreement is 12 months with automatic renewals unless either party gives the other party notice of non-renewal within thirty days of notification of a price change. The agreement can be terminated with thirty (30) days notice to Granicus.

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

The cost for this FY is: 48,416.10

The cost for future FY is: 48,416.10

Are the funds budgeted?

Yes

Account number: 1101-202601-0001-71208

File Number: 0368-24

Director/Commissioner: Wesley Holbrook/Erin Hensley



RESOLUTION NO. _____ – 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT (AWARDED PURSUANT TO RFP NO. 49-2023) WITH GRANICUS LLC FOR SHORT-TERM RENTAL TRACKING AND MONITORING SOFTWARE, FOR THE DIVISION OF REVENUE, AT A COST NOT TO EXCEED \$48,416.10.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Agreement (awarded pursuant to RFP No. 49-2023), which is attached hereto and incorporated herein by reference, with Granicus LLC, for Short-Term Rental Tracking and Monitoring Software, for the Division of Revenue.

Section 2 – That an amount, not to exceed the sum of \$48,416.10, be and hereby is approved for payment to Granicus LLC, from account # 1101-202601-0001-71208, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0368-24:EPT:4882-5863-0072, v. 1

RESOLUTION NO. 190 – 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT (AWARDED PURSUANT TO RFP NO. 49-2023) WITH GRANICUS LLC FOR SHORT-TERM RENTAL TRACKING AND MONITORING SOFTWARE, FOR THE DIVISION OF REVENUE, AT A COST NOT TO EXCEED \$48,416.10.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Agreement (awarded pursuant to RFP No. 49-2023), which is attached hereto and incorporated herein by reference, with Granicus LLC, for Short-Term Rental Tracking and Monitoring Software, for the Division of Revenue.

Section 2 – That an amount, not to exceed the sum of \$48,416.10, be and hereby is approved for payment to Granicus LLC, from account # 1101-202601-0001-71208, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL: April 25, 2024


MAYOR

ATTEST:


CLERK OF URBAN COUNTY COUNCIL
0368-24:EPT:4882-5863-0072, v. 1



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0369-24

File ID: 0369-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 04/01/2024

File Name: Release of Easement Kearney Creek Lane

Final Action: 05/09/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Partial Release of Easement, releasing a portion of a street light and drainage easement on the property located at 2845 Kearney Creek Lane. [Div. of Water Quality, Martin]

Notes: signed and CILOO filed in CCO original given back to Debbie Barnett 5/28 AA

Sponsors:

Enactment Date: 05/09/2024

Attachments: Blue Sheet, Kearney Creek Agreement, Kearney Creek Map, RESO 369-24- Release of Easement at 2845 Kearney Creek 4894-2412-2296 v.1.docx, R-209-2024, Deed #8587

Enactment Number: R-209-2024

Deed #: 8587

Hearing Date:

Drafter: Christina King

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/16/2024	Approved and Referred to Docket	Urban County Council	04/25/2024		Pass
1	Urban County Council	04/25/2024	Received First Reading	Urban County Council	05/09/2024		
1	Urban County Council	05/09/2024	Approved				Pass

Text of Legislative File 0369-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Partial Release of Easement, releasing a portion of a street light and drainage easement on the property located at 2845 Kearney Creek Lane. [Div. of Water Quality, Martin]

Summary

Authorization to execute a partial release of a street light and drainage easement at 2845

Kearney Creek Lane. The easement is no longer needed. No Budgetary impact. (L0369-24)
(Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, Completed by Evan Thompson 3/25/2024

Risk Management: No

Fully Budgeted [select]: N/A

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON



LEXINGTON

CHARLES MARTIN
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

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

DATE: March 26, 2024

SUBJECT: PARTIAL RELEASE OF A STREET LIGHT AND DRAINAGE EASEMENT AT
2845 KEARNEY CREEK LANE

Request

The purpose of this memorandum is to request a resolution authorizing the Mayor on behalf of the Lexington-Fayette Urban County Government to execute a partial release of a street light and drainage easement at 2845 Kearney Creek Lane.

Purpose of Request

The easement is no longer needed because the facilities in the easement will be removed or safe loaded.

Project Cost in FY24

There is no cost with this request.

Project Cost Impact for Future Budget Years

There is no projected future cost.

Are Funds Budgeted

N/A.

Law Review

E. Thompson, 03/25/2024.

Martin/Albright

DRB

cc: Debbie R. Barnett
Gregory Lubeck, PE



PARTIAL RELEASE OF EASEMENT

THIS PARTIAL RELEASE OF EASEMENT made and entered into this ____ day of _____, 2024, by LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky, 200 East Main Street, Lexington, Kentucky 40507 (“LFUCG”) in favor of Midsouth Homes, LLC, a Kentucky limited liability company, 161 N Eagle Creek, Suite 200, Lexington, Kentucky 40509 (“Owner”).

WITNESSETH:

That for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, LFUCG does hereby release all of its right, title and interest in and to that portion of that certain six (6’) foot wide Street Light and Drainage Easement located upon certain real property located at 2845 Kearney Creek Lane, Lexington, Kentucky, which portion of said easement being released is shown on the Street Light And Drainage Easement Abandonment Exhibit attached hereto as Exhibit “A”, and is described on Exhibit “B” attached hereto.

LFUCG does hereby release all its right, title, and interest in and to that portion of the above-described easement being released. It is the intent of LFUCG to forever extinguish that portion of that certain Street Light and Drainage Easement above described and that the owner of said property, its successors, and assigns, shall hereinafter have and use said premises free and absolutely discharged from that portion of said easement being released herein. It is understood that in making this release, all other easements and any portions thereof shown on the plat or otherwise of record shall remain unaffected by this release, and LFUCG expressly retains all other easement rights in which it may have an interest aside from those released as described above.

IN WITNESS WHEREOF, LFUCG has hereunto caused its name to be affixed hereto by and through its duly authorized officer, on this the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

Attest:

By:_____

Its:_____

STATE OF KENTUCKY
COUNTY OF FAYETTE

The foregoing Partial Release of Easement was subscribed, sworn to and acknowledged before me this ____ day of March, 2024, by _____ as _____, of Lexington-Fayette Urban County Government, an urban county government, for and on behalf of said government.

MY COMMISSION EXPIRES:

NOTARY PUBLIC, State-at-Large,
Commonwealth of Kentucky

Notary ID: _____

Notary Public Printed Name

PREPARED BY:



W. RODES BROWN
JACKSON KELLY PLLC
City Center
100 West Main Street, Suite 700
P.O. Box 2150
Lexington, KY 40588-2150
Telephone: (859) 255-9500

EXHIBIT "A"

N ~ F
RAZA SYED NASIR
D.B. 3734 P.200

N ~ F
WEST COLLEEN
D.B. 3682 P.418

N ~ F
GRACE ROBIN H
D.B. 3759 P. 671

NORTH

N ~ F
MIDSOUTH
HOMES LLC
D.B. 2562 P. 503

N ~ F
MIDSOUTH
HOMES LLC
D.B. 2562 P. 503

EASEMENT
ABANDONMENT AREA
751.7 SQ. FT.

6' S.L.E. &
DRG. E. (3' 3")

6' S.L.E. & DRG. E.
(TO BE ABANDONED)

21

22

23A

23

2845

KEARNEY
CREEK LANE

N11°26'06"W
11.19'
S69°00'00"E
17.00'

POINT OF
BEGINNING



3/12/24



SCALE IN FEET

STREET LIGHT AND DRAINAGE EASTMENT
ABANDONMENT EXHIBIT FOR:
MIDSOUTH HOMES LLC

**2845 KEARNEY CREEK LANE
LOT 22**

RAMSEY/SULLIVAN PROPERTY
AKA KEARNEY RIDGE
UNIT 1D

PLAT CABINET "S", SLIDE 412
LOCATED IN LEXINGTON, KY

FIELD DATE: N/A	DRAWN BY: MMB
OFFICE DATE: 3/12/24	CHECKED BY: MMB
SCALE: 1"=30'	FILE: 2210002 KEARNEY...

Exhibit "B"

Legal Description for Abandonment of 6 ft. Street Light and Drainage Easement
Located at Lot 22, Ramsey/Sullivan Property (Kearney Ridge), Unit 1D,
in Lexington, Fayette, County, Kentucky

Being a 6 ft. wide Street Light and Drainage Easement located across the middle portion of the property located at 2845 Kearney Creek Lane (Lot 22, Ramsey Sullivan Property (Kearney Ridge), Unit 1D, Plat Cabinet "S", Slide 412) in the city of Lexington, Fayette County, Kentucky and being more fully described and bounded as follows, to wit:

Beginning at a point, said point being S69°E 17' from the Southwest corner of Lot 22 and at the right-of-way of Kearney Creek Lane; thence N11° 26' 06"W 11.19' to a point; thence N21°E 120.56' to a point; thence S69°E 6.0' to a point; thence S21°W 130.0' to the point of beginning, and containing an area of 751.7 square feet.

End of Legal Description



RESOLUTION NO. _____ – 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PARTIAL RELEASE OF EASEMENT, RELEASING A PORTION OF A STREET LIGHT AND DRAINAGE EASEMENT ON THE PROPERTY LOCATED AT 2845 KEARNEY CREEK LANE.

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 a Partial Release of Easement, which is attached hereto and incorporated herein by reference, releasing a portion of a street light and drainage easement on the property located at 2845 Kearney Creek Lane.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0369-24:EPT:4894-2412-2296, v. 1

RESOLUTION NO. 209 – 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PARTIAL RELEASE OF EASEMENT, RELEASING A PORTION OF A STREET LIGHT AND DRAINAGE EASEMENT ON THE PROPERTY LOCATED AT 2845 KEARNEY CREEK LANE.

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 a Partial Release of Easement, which is attached hereto and incorporated herein by reference, releasing a portion of a street light and drainage easement on the property located at 2845 Kearney Creek Lane.

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

PASSED URBAN COUNTY COUNCIL: May 9, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0369-24:EPT:4894-2412-2296, v. 1

PARTIAL RELEASE OF EASEMENT

THIS PARTIAL RELEASE OF EASEMENT made and entered into this ____ day of ____, 2024, by LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky, 200 East Main Street, Lexington, Kentucky 40507 ("LFUCG") in favor of Midsouth Homes, LLC, a Kentucky limited liability company, 161 N Eagle Creek, Suite 200, Lexington, Kentucky 40509 ("Owner").

WITNESSETH:

That for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, LFUCG does hereby release all of its right, title and interest in and to that portion of that certain six (6') foot wide Street Light and Drainage Easement located upon certain real property located at 2845 Kearney Creek Lane, Lexington, Kentucky, which portion of said easement being released is shown on the Street Light And Drainage Easement Abandonment Exhibit attached hereto as Exhibit "A", and is described on Exhibit "B" attached hereto.

LFUCG does hereby release all its right, title, and interest in and to that portion of the above-described easement being released. It is the intent of LFUCG to forever extinguish that portion of that certain Street Light and Drainage Easement above described and that the owner of said property, its successors, and assigns, shall hereinafter have and use said premises free and absolutely discharged from that portion of said easement being released herein. It is understood that in making this release, all other easements and any portions thereof shown on the plat or otherwise of record shall remain unaffected by this release, and LFUCG expressly retains all other easement rights in which it may have an interest aside from those released as described above.

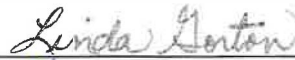
IN WITNESS WHEREOF, LFUCG has hereunto caused its name to be affixed hereto by and through its duly authorized officer, on this the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

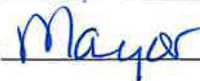
Attest:



By:



Its:



STATE OF KENTUCKY
COUNTY OF FAYETTE

The foregoing Partial Release of Easement was subscribed, sworn to and acknowledged before me this ____ day of March, 2024, by Linda Gordon as Mayor, of Lexington-Fayette Urban County Government, an urban county government, for and on behalf of said government.

MY COMMISSION EXPIRES:

10/24/2024



NOTARY PUBLIC, State-at-Large,
Commonwealth of Kentucky

Notary ID: 61125

Abigail Allain

Notary Public Printed Name

PREPARED BY:



W. RODES BROWN
JACKSON KELLY PLLC
City Center
100 West Main Street, Suite 700
P.O. Box 2150
Lexington, KY 40588-2150
Telephone: (859) 255-9500

EXHIBIT "A"

N ~ F
RAZA SYED NASIR
D.B. 3734 P.200

N ~ F
WEST COLLEEN
D.B. 3682 P.418

N ~ F
GRACE ROBIN H
D.B. 3759 P. 671

NORTH

20' SAN. E.

N69°00'00"W
46.00'

20' U.E.

N ~ F
MIDSOUTH
HOMES LLC
D.B. 2562 P. 503

N21°00'00"E
120.56'

15' SAN. E.
(12.5'/2.5')

S21°00'00"W
130.00'

EASEMENT
ABANDONMENT AREA
751.7 SQ. FT.

21

6' S.L.E. &
DRG. E. (3' / 3')

6'
DRG.
E.

6' S.L.E. & DRG. E.
(TO BE ABANDONED)

S21°00'00"W
130.00'

N ~ F
MIDSOUTH
HOMES LLC
D.B. 2562 P. 503

23A

23

22

2845

N11°26'06"W
11.19'
S69°00'00"E
17.00'

S21°00'00"W
130.00'

N69°00'00"W
46.00'

POINT OF
BEGINNING

KEARNEY
CREEK LANE



SCALE IN FEET

STREET LIGHT AND DRAINAGE EASTMENT
ABANDONMENT EXHIBIT FOR:
MIDSOUTH HOMES LLC

**2845 KEARNEY CREEK LANE
LOT 22**

RAMSEY/SULLIVAN PROPERTY
AKA KEARNEY RIDGE
UNIT 1D

PLAT CABINET "S", SLIDE 412
LOCATED IN LEXINGTON, KY

FIELD DATE: N/A	DRAWN BY: MMB
OFFICE DATE: 3/12/24	CHECKED BY: MMB
SCALE: 1"=30'	FILE: 2210002 KEARNEY...

Exhibit "B"

**Legal Description for Abandonment of 6 ft. Street Light and Drainage Easement
Located at Lot 22, Ramsey/Sullivan Property (Kearney Ridge), Unit 1D,
in Lexington, Fayette, County, Kentucky**

Being a 6 ft. wide Street Light and Drainage Easement located across the middle portion of the property located at 2845 Kearney Creek Lane (Lot 22, Ramsey Sullivan Property (Kearney Ridge), Unit 1D, Plat Cabinet "S", Slide 412) in the city of Lexington, Fayette County, Kentucky and being more fully described and bounded as follows, to wit:

Beginning at a point, said point being S69°E 17' from the Southwest corner of Lot 22 and at the right-of-way of Kearney Creek Lane; thence N11° 26' 06"W 11.19' to a point; thence N21°E 120.56' to a point; thence S69°E 6.0' to a point; thence S21°W 130.0' to the point of beginning, and containing an area of 751.7 square feet.

End of Legal Description



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0377-24

File ID: 0377-24

Type: Agenda Item

Status: Held in Committee

Version: 1

Contract #:

In Control: Police

File Created: 04/03/2024

File Name: Administrative Office of the Courts - MOU Citation
Data Transfer

Final Action: 04/16/2024

Title: Authorization to accept a Memorandum of Understanding (MOU) with the Administrative Office of the Courts (AOC) for Citation Data Transfer from the AOC to the Lexington Police Department and shall commence April 1, 2024. No budgetary impact. (L0377-24) (Weathers/Armstrong)

Notes: In office 4/9/2024. MS

Sponsors:

Enactment Date:

Attachments: Cover Memo - Administrative Office of the Courts,
Administrative Office of the Courts - MOU 2024-295
LPD Citation Data Transfer

Enactment Number:

Deed #:

Hearing Date:

Drafter: Renita Happy

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/16/2024	Removed From Docket				Pass

Text of Legislative File 0377-24

Title

Authorization to accept a Memorandum of Understanding (MOU) with the Administrative Office of the Courts (AOC) for Citation Data Transfer from the AOC to the Lexington Police Department and shall commence April 1, 2024. No budgetary impact. (L0377-24)
(Weathers/Armstrong)

Summary

Authorization to accept a Memorandum of Understanding (MOU) with the Administrative Office of the Courts (AOC) for Citation Data Transfer from the AOC to the Lexington Police Department and shall commence April 1, 2024. No budgetary impact. (L0377-24)
(Weathers/Armstrong)

Budgetary Implications: NO

Advance Document Review:

Law: Yes, Michael Sanner, 4/3/2024

Risk Management: No

Fully Budgeted: N/A

Account Number: N/A

Year Impact: \$ -0-

Annual Impact: \$ -0-

Project:

Activity:

Budget Reference:

Current Balance:



Lexington-Fayette Urban County Government
DEPARTMENT OF PUBLIC SAFETY

Linda Gorton
Mayor

Kenneth Armstrong
Commissioner

TO: Mayor Linda Gorton
Urban County Council

Lawrence B. Weathers

FROM: Chief Lawrence B. Weathers
Lexington Police Department

CC: Commissioner Kenneth Armstrong
Department of Public Safety

DATE: April 3, 2024

SUBJECT: Memorandum of Understanding – Citation Data Transfer w/ Administrative Office of
the Courts

Request

Authorization to accept a Memorandum of Understanding (MOU) – Citation Data Transfer with
the Administrative Office of the Courts (AOC).

Why are you requesting?

This MOU allows for Citation Data Transfer from the AOC to the Lexington Police Department, and
shall commence April 1, 2024, until canceled by either party. The attached agreement requires
Council approval and Mayor Gorton's signature.

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

N/A

Are the funds budgeted? N/A

File Number: 0377-24

Director/Commissioner: Lawrence B. Weathers, Chief
Lexington Police Department

LBW/rmh

MEMORANDUM OF UNDERSTANDING
BETWEEN
LEXINGTON POLICE DEPARTMENT
AND
THE ADMINISTRATIVE OFFICE OF THE COURTS

MOU 2024-295

CITATION DATA TRANSFER

This Memorandum of Understanding (MOU) is entered into this 1st day of April, 2024, between the Administrative Office of the Courts (AOC) and the Lexington-Fayette Urban County Government (LFUCG). The purpose of this MOU is to establish a data set to be provided by the AOC to Recipient and to define Recipient's responsibilities with respect to the data provided by AOC.

WHEREAS, circuit court clerks are the official custodians of the records of Circuit and District Courts in each county;

WHEREAS, AOC is the administrative arm of the Kentucky Court of Justice (KCOJ);

WHEREAS, AOC maintains a database containing information about court records;

WHEREAS, AOC requires the data identified below for entry into its KYCourts 3 application so that it can be accessed by the Fayette Circuit Court Clerk;

WHEREAS, LPD has been identified as a source of these data elements;

NOW, THEREFORE, the following provisions are agreed to by the parties as witnessed by the signatures to this MOU. These provisions form the sole basis of the agreement, notwithstanding any other verbal or written assurance to the contrary:

I. Scope of Services

A. Data Structure

1. Within 14 days of execution of this MOU, the AOC will provide LFUCG with access to a secure data transfer as set forth in the methodology document attached hereto and incorporated herein as Attachment 1.
2. AOC will import the data provided by LFUCG into KYCourts 3 daily.

B. Assembly and transmittal of information:

1. All parties listed above will openly and expeditiously communicate any needs related to the compilation and acquisition of this data. Data sets will be distributed electronically as described in Attachment 1, according to the necessary standards, guidelines and methods provided by the AOC.

2. LFUCG shall use the data transfer protocol set forth in Attachment 1 only for purposes explicitly authorized by this Agreement.

C. All communications concerning this MOU shall be made to the AOC through: Daniel Sturtevant, Data Officer, AOC, Division of Research and Statistics at danielsturtevant@kycourts.net.

V. Handling of Open Records

In order for the AOC to maintain control and integrity of its records, Recipient agrees that any Open Records Request seeking access to data or documents provided by the AOC will be referred for response to the AOC.

VII. Term

This MOU shall commence April 1, 2024 and continue until canceled by either party.

VIII. Cancellation

Either party may cancel this MOU at any time for cause or may cancel without cause with thirty (30) days prior written notice.

VII. Standard Terms and Conditions

A. No charge will be assessed by the either party.

B. Both parties shall comply with all applicable federal, state, and local laws.

C. Neither party shall represent that a working copy, draft, or the finalized version of this MOU is identical to a previous iteration of this MOU if the party has made edits since the last iteration. Both parties 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.

D. At no point shall any Recipient personnel be considered an employee of the AOC, for any purpose, including but not limited to unemployment, taxes, withholding,

health insurance, liability, retirement, workers' compensation, vacation, sick or other leave, the Family Medical Leave Act, accrued benefits, evaluations, or any other purpose. At all times, any such individual shall be considered and deemed to be an employee of Recipient.

E. In no event shall any individual or entity be deemed to be a third-party beneficiary of this MOU.

F. Each party shall provide a contact to resolve any and all issues related to this MOU and promptly update the contact information as necessary. AOC's point of contact is listed in Section I.C of this MOU.

G. All notices under this MOU shall be given in writing. Electronic mail constitutes a writing.

H. No change, waiver, or discharge of any liability or obligation under this MOU 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.

I. No party shall assign its respective rights or obligations under this MOU without prior written consent of the other party. Any purported assignment or delegation in violation of this MOU is void.

J. This MOU shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

K. The parties agree that any claim, action, or lawsuit arising under this MOU must be brought in Franklin Circuit Court in the Commonwealth of Kentucky.

L. If any term or provision or any part of this MOU is declared invalid or unenforceable, the remainder of this MOU shall not be affected, and each term and provision of this MOU shall be valid and enforceable to the fullest extent permitted by the law.

M. This MOU is the final and exclusive agreement between the parties. All prior negotiations and agreements are superseded by this MOU.

N. The parties may make amendments to this MOU as may be necessary. Any such amendment shall be made in writing and be agreed to by each party.

WITNESS THE AGREEMENT of the parties hereto as attested by their signatures affixed hereon.

Approved:

Representative
Lexington-Fayette Urban County Government

Date

Approved:

Katie Comstock, Director
Administrative Office of the Courts

Date

Approved By:

Jenny Lafferty,
Director of Finance and Administration, AOC

Reviewed and Recommended:

Elizabeth Lucas
Implementation & Court Services Director
Information & Technology Services, AOC

Examined as to form and legality:

Ryan Becker,
Office of General Counsel, AOC



The Department of Information & Technology Services
1001 Vandalay Drive
Frankfort, KY 40601
(502) 573-2350

FAYETTE COUNTY PAPER CITATIONS IMPORT API

September 26, 2023

By
Fred Malone (*Application Architect*)
Craig Marion (*System Architect*)
Daniel Sturtevant (*Data Officer*)

Agency:

Lexington-Fayette Urban County Government

Technical Contact:

Officer Clifton Grimm
Lexington Police Department
Computer Information Systems Unit
cgrimm@lexingtonpolice.ky.gov

Data Exchange Description

An application programming interface (API) is established between Lexington-Fayette Urban County Government (LFUCG) and the Administrative Office of the Courts to allow data related to paper citations entered by the Lexington Police Department (LPD) to be received by the Fayette County Circuit Clerk's Office and incorporated into the KYCourts 3 application.

API Process

LPD enters data into the Tyler Technologies *Computer Aided Dispatch* record management system. Data with the structure described below is compiled into a comma-separated value (csv) file. This file is uploaded to AOC's secure File Transfer Protocol (FTP) site.

A daily job imports this data to KYCourts 3 each morning.

Staff in the Fayette County Circuit Clerks Office access this data in KYCourts 3 with the *Citation Add* function. Entering a citation number populates information from the imported data matching this citation number which may then be modified and saved to be part of the KYCourts 3 Charge data.

Fields Received

Incoming Field	CourtNet Target Table	Corresponding CourtNet Field
CitationNumber	Charges	Chg_CITATION_NUM
OfficerBadgeIDNumber		

FAYETTE COUNTY PAPER CITATIONS IMPORT API

Fields Received		
Incoming Field	CourtNet Target Table	Corresponding CourtNet Field
Violation Date	Charges	Chg_DT_CIT_FILED
ViolationTime		
CrossStreet1		
CrossStreet2		
Charge 1	Charges	Chg_Charge_Type_Code (charge number), Chg_Statute_Num (UOR Code)
Charge 2	Charges	Chg_Charge_Type_Code (charge number), Chg_Statute_Num (UOR Code)
Charge 3	Charges	Chg_Charge_Type_Code (charge number), Chg_Statute_Num (UOR Code)
Charge 4	Charges	Chg_Charge_Type_Code (charge number), Chg_Statute_Num (UOR Code)
CourtDate		
CourtTime		
NameLast	Parties (Defendant), Person Reference	Concatenated into Pty_Name / Per_Name
NameFirst	Parties (Defendant), Person Reference	Concatenated into Pty_Name / Per_Name
NameMiddle	Parties (Defendant), Person Reference	Concatenated into Pty_Name / Per_Name
DOB	Defendants/Offenders	Def_DOB
AddressLine1	Person Reference	Per_Address_Line_1
AddressLine2	Person Reference	Per_Address_Line_2
City	Person Reference	Per_City
State	Person Reference	Per_State
Zip	Person Reference	Per_Zip, Per_Zip_4
Gender	Defendants/Offenders	Def_Sex
Race	Defendants/Offenders	Def_Race
DriversLicenseNumber	Defendants/Offenders	Def_DRV_LIC_NUM
DriversLicenseState	Defendants/Offenders	Def_State_Id
VehicleMake		
VehicleYear		
VehicleColor		
VehicleRegState		
VehicleRegYear		
VehicleRegNumber		
NameSuffix	Parties (Defendant), Person Reference	Concatenated into Pty_Name / Per_Name
Ethnicity	Defendants/Offenders	Def_Ethnic_Origin

FAYETTE COUNTY PAPER CITATIONS IMPORT API

Disclaimer Associated with KCOJ/AOC Database(s) and Element(s)

RESEARCH AND STATISTICS DISCLAIMER FOR COURTNET

Information received from KYCourts/CourtNet is subject to change(s), reprogramming, modification(s) of format and availability at the direction of the Administrative Office of the Courts (AOC), and may not at any particular moment reflect the true status of court cases due to ordinary limitation(s), delay(s) or error(s) in the system's operation. The KYCourts/CourtNet database is not a real-time system. All datasets are a snapshot of case data at the time a query is run. Case counts are not counts of individuals as some persons may have multiple cases.

The AOC disclaims any warranties as to the validity of the information obtained from KYCourts/CourtNet. The recipient is solely responsible for verifying information received from KYCourts/CourtNet through the cross-referencing of official court records. The AOC shall not be liable to the recipient, or to any third party using the system or information obtained therefrom, for any damages whatsoever arising out of the use of KYCourts/CourtNet.



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0379-24

File ID: 0379-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 04/03/2024

File Name: DNA Labs International (DLI) - Sole Source
Certification

Final Action: 05/09/2024

Title: A Resolution authorizing the Div. of Police to purchase support services from DNA Labs International, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with DNA Labs International. [Div. of Police, Weathers]

Notes:

Sponsors:

Enactment Date: 05/09/2024

Attachments: Cover Memo - DNA Labs International - Sole
Source Certification, Sole Source Certification - DNA
Labs International, 379-24 dna labs 4891-4000-4022
v.1.docx, R-210-2024

Enactment Number: R-210-2024

Deed #:

Hearing Date:

Drafter: Renita Happy

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/16/2024	Approved and Referred to Docket	Urban County Council	04/25/2024		Pass
1	Urban County Council	04/25/2024	Received First Reading	Urban County Council	05/09/2024		
1	Urban County Council	05/09/2024	Approved				Pass

Text of Legislative File 0379-24

Title

A Resolution authorizing the Div. of Police to purchase support services from DNA Labs International, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with DNA Labs International. [Div. of Police, Weathers]

Summary

Authorization to establish DNA Labs International (DLI) as a sole source vendor for services that directly support investigations specific to unsolved homicide and violent crimes investigations. No Budgetary impact. (L0379-24) (Weathers/Armstrong)

Budgetary Implications: NO

Advance Document Review:

Law: Yes, Michael Sanner, 4/3/2024

Risk Management: No

Fully Budgeted: N/A

Account Number: N/A

Year Impact: \$ -0-

Annual Impact: \$ -0-

Project:

Activity:

Budget Reference:

Current Balance:



Lexington-Fayette Urban County Government
DEPARTMENT OF PUBLIC SAFETY

Linda Gorton
Mayor

Kenneth Armstrong
Commissioner

TO: Mayor Linda Gorton
Urban County Council

Lawrence B. Weathers

FROM: Chief Lawrence B. Weathers
Lexington Police Department

CC: Commissioner Kenneth Armstrong
Department of Public Safety

DATE: April 3, 2024

SUBJECT: DNA Labs International (DLI) – Sole Source Certification

Request

Authorization to establish DNA Labs International (DLI) as a Sole Source Vendor.

Why are you requesting?

This is to secure services that will directly support investigations specific to unsolved homicide and violent crime investigations. In addition to providing sole source DNA technology services, DLI has an established relationship with our KSP state lab, which enables DLI to upload any applicable DNA standards into the national CODIS database via the state lab. DLI is also the first and only accredited laboratory following FBI QAS and ISO 17025:2017 processing samples with Kintelligence for Genealogy. This vendor also provides services to partner federal agencies and other LE partners. We are requesting authorization from the Urban County Council and Mayor Gorton to establish DNA Labs International as a Sole Source Vendor. If you have any questions or require additional information, please contact my office.

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

Are the funds budgeted? NA

File Number: 0379-24

Director/Commissioner: Lawrence B. Weathers, Chief
Lexington Police Department

LBW/rmh



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 Lieutenant Brian Peterson Division/Dept Police
Phone 859-230-2883 Email bpeterson@lexingtonpolice.ky.gov

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

Cost: As needed

Sole Source Request for the Purchase of: _____

1 year of DNA Evidence-Processing Services as needed

☐ 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 DNA Labs International (DLI)

Contact Name Dani Gluth

Address 700 W. Hillsboro Blvd Bldg 3, Deerfield Beach, FL 33441

Phone (954) 426-5163 Email dani@dnalabsinternational.com



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.

DNA Labs International is a private DNA forensic laboratory which provides DNA-evidence processing and other services. DLI is the only private lab that performs SPENTSHELL Collection, STRMix Analysis, Rootless Hair Shaft Extraction, and utilizes the M-Vac wet-vacuum collection technique in-house. DLI is also the first and only accredited laboratory following FBI QAS and ISO 17025:2017 processing samples with Kintelligence for Genealogy. DLI has an established relationship with our KSP state lab, which enables DLI to upload any applicable DNA standards into the national CODIS database via the state lab.

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 inquiries, web site search, contacting the manufacturer to see if other dealers are available to service region, etc.).

We have researched and spoken with several other private labs and none are able to provide the same range of services as DLI, which includes several unique and proprietary evidence-processing capabilities. This includes speaking with other companies in-person, over the phone, and at national conferences and training we have attended. We have not located another private DNA forensic lab that provides a combination of the same services, has the same cutting-edge technology, the same level of customer service along with the same accreditations.

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.)

The prices have been found to be fair, reasonable and within industry standards.

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

We are achieving a cost savings by establishing a sole source with DNA Labs International. They provide continuous, free training to our agency which covers techniques, packaging, storing, tracking, and submissions of biological evidence at no additional costs. DLI also provides free case reviews for each set of evidence our agency will submit, which includes consultation with their experts. These consultations will ensure only the necessary items of evidence are shipped to DLI, reducing any extra costs that would be incurred by sending too many items. DLI provides a free client website that is password-protected for confidential viewing and printing, which is customized to our agency's needs.

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF POLICE TO PURCHASE SUPPORT SERVICES FROM DNA LABS INTERNATIONAL, A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH DNA LABS INTERNATIONAL.

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

Section 1 – That the Division of Police is authorized to purchase support services from DNA Labs International, a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with DNA Labs International.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0379-24:MRS:4891-4000-4022, v. 1

RESOLUTION NO. 210 - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF POLICE TO PURCHASE SUPPORT SERVICES FROM DNA LABS INTERNATIONAL, A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH DNA LABS INTERNATIONAL.

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

Section 1 – That the Division of Police is authorized to purchase support services from DNA Labs International, a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with DNA Labs International.

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

PASSED URBAN COUNTY COUNCIL: May 9, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0379-24:MRS:4891-4000-4022, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0381-24

File ID: 0381-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 04/03/2024

File Name: Boyd Cat extended warranty & sole source
certification

Final Action: 05/09/2024

Title: A Resolution authorizing the Div. of Emergency Management to purchase a three-year warranty on generator parts from Boyd Cat, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Boyd Cat, related to the procurement, at a cost not to exceed \$2,860. [Div. of Emergency Management, Larkin]

Notes:

Sponsors:

Enactment Date: 05/09/2024

Attachments: Boyd Warranty Cover Memo, Boyd Warranty Sole Source_2023, Authorized Dealer Letter - Boyd Company - 12.19.23 - LFUCG Emergency Management, Boyd Cat Extended Warranty, 381-24 4887-6208-0437 v.1.docx, R-211-2024

Enactment Number: R-211-2024

Deed #:

Hearing Date:

Drafter: Dale Meade

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/16/2024	Approved and Referred to Docket	Urban County Council	04/25/2024		Pass
1	Urban County Council	04/25/2024	Received First Reading	Urban County Council	05/09/2024		
1	Urban County Council	05/09/2024	Approved				Pass

Text of Legislative File 0381-24

Title

A Resolution authorizing the Div. of Emergency Management to purchase a three-year warranty on generator parts from Boyd Cat, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Boyd Cat, related to the procurement, at a cost not to exceed \$2,860. [Div. of

Emergency Management, Larkin]

Summary

Authorization to accept Boyd Cat as a sole source provider and accept the Contract for an extended 3-year warranty on the generator parts and labor for a cost of \$2,860. The generator provides backup power for E-911, 311 and the Emergency Operations Center at the Public Safety Operations Center. Funds are Budgeted. (L0381-24) (Larkin/Armstrong) Budgetary Implications Yes. The quoted rate for the 3-year warranty is a one-time cost of \$2,860.

Advance Document Review:

Law: YES { Select Yes/No, Completed by [Attorney Name, Date]}

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

Fully Budgeted [select]: Yes.

Account Number: 1101-505204-5251-71299

This Fiscal Year Impact: \$ 2,860.00

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance: \$7,040.00



To: Mayor Linda Gorton
Urban County Council

From: Robert Larkin, Director
Division of Emergency Management

Date: April 3, 2024

Subject: Boyd Cat Extended Warranty & Sole Source Certification

Request: Council authorization to accept Boyd Cat as a sole source and accept the attached contract for extended warranty on the generator parts and labor.

Purpose of Request: To extend the warranty coverage for parts and labor on the generator that provides back-up power at the Public Safety Operations Center which houses E-911 call takers, 311 call takers and the Emergency Operations Center.

What is the cost in this budget year and future budget years? The quoted rate for the 3-year warranty is a one-time cost of \$2,860.

Are the funds budgeted? Yes – funds are budgeted 1101-505204-5251-71299

File Number: [0381-24](#)

Director/Commissioner: Larkin/Armstrong





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 (\$1001-\$10,000), formal quotes (\$10,001 - \$19,999.99), or formal bid (\$20,000 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 \$20,000 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 Rob Larkin, Director Division/Dept DEM

Phone 859-280-8060 Email larkinr@lexingtonky.gov

Type of Purchase: ☐ Goods/Materials/Equipment ☒ Services

Cost: \$2,860.00

Sole Source Request for the Purchase of: Extended warranty on the PSOC's

generator. Per OSHA Guidelines and manufacturer's warranty, service to be provided by Boyd

☐ 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 Boyd Caterpillar

Contact Name Ryan Smith

Address 195 Lisle Industrial Drive Lexington, KY 40511

Phone 859-321-6308 Email ryan.smith@boydcat.com

STATEMENT OF NEED: (Add additional pages as needed)



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.

Per OSHA Guidelines and the manufacturer warranty, service is to be provided by authorized manufacturer personnel. Boyd Cat is the manufacturer of the generator.

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 inquiries, web site search, contacting the manufacturer to see if other dealers are available to service region, etc.).

N/A as service must be performed by manufacturer authorized personnel

No other outdoor warning sirens are compatible with our system, which includes 31 outdoor warning sirens.

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.)

Historical data

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

A generator is an essential piece of equipment in an Emergency Operations Center and the extended warranty provides coverage of the cost of critical components on the generator.



Caterpillar Inc.

100 N.E. Adams Street
Peoria, IL 61602

December 19, 2023

LFUCG Emergency Management
200 E. Main Street
Lexington, KY 40507

RE: Authorized Cat Dealer

Dear Royce Reeves,

Boyd Company, with its primary offices at 1400 Cecil Ave, Louisville, KY 40211 ("Dealer"), is an authorized independent dealer of various models of Cat® branded machines, equipment, engines, oils and spare parts ("Cat® products"). As an authorized Cat dealer, Dealer provides prompt, competent services for Cat® products in the Service Territory listed below (the "Service Territory").

IN THE STATE OF INDIANA: The counties of Clark, Crawford, Dubois, Floyd, Gibson, Harrison, Jefferson, Orange, Perry, Pike, Posey, Scott, Spencer, Vanderburgh, Warrick, and Washington.

IN THE STATE OF KENTUCKY: The entire state except the counties of Boone, Kenton and Campbell; and excluding such portions of Kentucky as lie west of the navigable channel of the Mississippi River; and including such portions of Missouri south of the junction of the Mississippi and Ohio Rivers and north of the southern boundary of Kentucky as lie east of the navigable channel of the Mississippi River.

IN THE STATE OF WEST VIRGINIA: The counties of Boone, Braxton, Cabell, Calhoun, Clay, Fayette, Gilmer, Jackson, Kanawha, Lincoln, Logan, Mason, Mingo, Nicholas, Pleasants, Putnam, Raleigh, Ritchie, Roane, Tyler, Wayne, Webster, Wetzel, Wirt, and Wood.

IN THE STATE OF OHIO: The counties of Monroe, Washington, Athens, Meigs, Vinton, Jackson, Lawrence, Gallia

Dealer is the only Cat dealer with approved business locations in the Service Territory, however, Cat dealers may sell or service Cat® Products outside their respective Service Territory.

If you have any questions concerning Caterpillar or Cat dealers, or require additional information, please contact me directly.

Sincerely,



Signature

Jason Martin
Region Finance Manager
Americas Distribution
Email: Martin_Jason_A@cat.com

Customer Quote

Quote Date : 03/16/2024

Quote Status : Draft-NOT ACCEPTED

Price Expiration Date : 04/15/2024

Customer Information :

LEX-FAYETTE URBAN CO GOV
DO NOT CHARGE - GO TO DIVISION SEARCH
DIVISION OF ACCOUNTING
LEXINGTON
KENTUCKY
40507-1310
UNITED STATES

Dealer Information :

BOYD COMPANY
1400 CECIL AVE
PO BOX 35900
LOUISVILLE
KENTUCKY
40211-1626
UNITED STATES
steveworks@BoydCat.com

Product Information :

Model : C18
Serial# : NAW00412
Type : Published
Emissions Control Indicator : NONE
Original Delivery Date : 10/05/2016
Product Status : No Delayed Coverage Start
Current Usage : 416 Hours

Coverage	P/L	Duration	Usage	Deductible	Amount
ADV GENSET PLATINUM	PARTS AND LABOR	36 Months	1500 Hours	0.00	2,860.00

Other:

Administration Fee

Late Fee

Tax

Total Customer Amount 2,860.00

Currency USD

Additional Comments :**Notes:**

1. This quote is a non-binding price indication.
2. All deductibles are displayed in USD.
3. Goods & Services Tax (GST) is not included.
4. Coverage for New machines / engines starts on the product Delivery Date and runs concurrent with Machine / Engine Standard Warranty.
5. Late Fees may apply to Engine Extended Service Coverage (ESC) cost(s) at the time of Enrollment.

Customer Quote

Customer Signature

Date

Dealer Signature

Date

Thank you for your business!

TERMS AND CONDITIONS

These Terms and Conditions are specifically for Caterpillar commercial engines and/or generator sets and are an important part of Provider's continuing effort to provide Customer with superior value and product support. These Terms and Conditions govern the terms of coverage outlined in the Registration Certificate and taken together constitute the Extended Service Coverage Contract ("Contract").

I. DECLARATIONS

This Contract defines coverage for the Cost, less any applicable Deductible, per failure, of a Mechanical Breakdown under normal use during the Coverage Period due to a defect in material or factory workmanship of Covered Components. This Contract is subject to the applicable exclusions listed under **Section VI. EXCLUSIONS AND LIMITATIONS**.

This Contract should be purchased on the Covered Equipment's original purchase date from an Authorized Dealer. Certain fees, penalties and coverage availability limits may apply for Contracts requested after the original purchase date.

For **New Extended Service Coverage (ESC)**, the Coverage Period under this Contract starts at the Delivery Date of the Covered Equipment. No claim will be paid until this Contract is registered. Pre-existing claims, claims originating prior to the registration of this ESC, will not be paid.

For **Advantage ESC**, the Coverage Period under this Contract starts:

- The date of successful completion of the Advantage Certification Inspection for Covered Equipment not awaiting resale; or
- Within twelve (12) months from the original date of the Advantage Certification Inspection for Covered Equipment in dealer inventory awaiting resale, or
- On the date of transfer of coverage from an Authorized Dealer to Customer.

Under this Contract, coverage Upgrade or Coverage Continuation for New or Advantage ESC starts at the date of registration of the changed coverage for claims reimbursement. Pre-existing claims, prior to the registration of the coverage Upgrade or Coverage Continuation, that would not have been paid under the original coverage, will not be paid. In the event a pre-existing claim is paid in error, Provider will recover the full amount paid and assess an Administrative Fee of ten percent (10%) of the amount paid in error.

Major items that are serialized with unique model nomenclature, such as switchgear, automatic transfer switches or uninterruptible power supplies, each require a separate contract.

II. DEFINITIONS

"Advantage ESC" means extended service coverage available for Covered Equipment outside the standard factory warranty period, but before an overhaul.

"Aftertreatment" is a general term for a reduction device or system installed to reduce regulated engine exhaust emissions. The systems may or may not be mounted on the engine. Aftertreatment is comprised of the following:

- **"DPF"** means diesel particulate filter, which is an Aftertreatment component included in the Technical Marketing Information (TMI) as-shipped consist or Order Invoice with Engineering Breakdown. The DPF and related systems are designed to reduce Particulate Matter (PM) emissions levels. DPF coverage must be ordered with engine coverage and can be ordered in

combination with SCR coverage.

- **“SCR”** means selective catalytic reduction system, which is an Aftertreatment component included in the Technical Marketing Information (TMI) as-shipped consist or Order Invoice with Engineering Breakdown. The SCR and related urea-based diesel exhaust fluid systems are used to reduce Oxides of Nitrogen (NOx) emissions levels in engines. SCR coverage must be ordered with engine coverage and can be ordered in combination with DPF coverage.
- **“DOC”** means diesel oxidation catalysts, which is an Aftertreatment component designed to convert carbon monoxide (CO) and hydrocarbons into carbon dioxide (CO2) and water. The DOC can be used as a standalone component or in conjunction with a SCR and/or DPF.

“Authorized Dealer” means a dealer authorized by the Manufacturer to sell, service and repair Covered Equipment.

“Authorized Representative” means a representative authorized by Provider to act on Provider’s behalf.

“Caterpillar” means Caterpillar Inc. and any of its direct or indirect subsidiaries.

“Cost” means the usual and customary charges as determined by the Manufacturer for parts, labor, and other allowances necessary to repair or replace the Covered Components. Replacement parts will be genuine Caterpillar manufactured parts, when performing repairs. Genuine Caterpillar parts include new, remanufactured or Caterpillar approved repaired components.

“Coverage Fees” means the amount paid for the ESC.

“Coverage Period” means the period that commences with the Coverage Start Date and expires when the duration or usage hours, as specified on the Registration Certificate, are reached, whichever occurs first.

“Coverage Start Date” begins on the Delivery Date of the Covered Equipment for NEW ESC and on the date of the completed Advantage Inspection Certification of the Covered Equipment for Advantage ESC.

“Covered Component” means the components listed and identified for the appropriate level of coverage in **Section XV. COVERED COMPONENTS**.

“Covered Equipment” means the equipment identified by serial number for this Contract as recorded on the Registration Certificate and accepted by Provider.

“Customer” means Customer name on this Contract.

“Deductible” is the amount Customer agrees to pay per failure for a Mechanical Breakdown.

“Delivery Date” is the beginning date of the Caterpillar standard factory warranty period to the initial user for new product.

“Eligibility Start Date” means the date on which a Customer is eligible to sign up for ESC, which is the date of delivery of Covered Equipment for New ESC, or the date of inspection for Advantage ESC.

“ESC” means extended service coverage, which provides protection for Customer against unexpected repair Costs for Covered Components, as further described in this Contract.

“Manufacturer” means Caterpillar Inc. or any of its subsidiaries that manufacture Covered Equipment.

"Mechanical Breakdown" means the failure, due to a defect in material or workmanship, of any Covered Component to work as it was designed to work in normal service, provided it has received customary maintenance as recommended in the Manufacturer's Operation & Maintenance Manual (OMM).

"New ESC" means extended service coverage available for Covered Equipment within the standard factory warranty period.

"OEM" means original equipment manufacturer, which can include Manufacturer [or other manufacturers].

"Pre-Existing Claim" is a claim filed for a failure which occurred prior to the execution of this Contract and prior to registration of ESC for the Covered Equipment.

"Provider" means the entity issuing this Contract and further defined in **Section XIII. PROVIDER**.

"Repairer" means a business entity approved or authorized as a repair facility by Manufacturer or an Authorized Dealer.

"Registration Certificate" means page one (1) of this Contract, or as generated by the Contract administrator's quoting and registration platform.

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the United States (U.S.) government, including those administered by the Office of Foreign Assets Control of the U.S. Department of Treasury or by the U.S. Department of State; or (b) the United Nations Security Council, the European Union, or Her Majesty's Treasury of the United Kingdom.

"Sanctioned Person" means, at any time, (I) a person listed in any sanctions-related list of designated persons maintained by the U.S. Department of the Treasury, the U.S. Department of Commerce, the U.S. Department of State, or by the United Nations Security Council, the European Union or any EU member state, or (II) any person owned or controlled by any such person.

"Upgrade" or **"Coverage Continuation"** is a change to one or more of the existing Contract terms that results in a higher price for the coverage.

"Warranty" or **"Warranties"** means the Manufacturer's standard factory warranty or a Repairer's guarantee or warranty.

III. PROVIDER RESPONSIBILITIES

- When a Mechanical Breakdown occurs, Provider will reimburse the Cost, less any applicable Deductible, to repair, replace or rebuild the Covered Component, and to the extent such Mechanical Breakdown causes damage to the Covered Equipment, Provider will reimburse the Cost, less the Deductible, to repair, replace or rebuild the Covered Equipment, this Cost not to exceed Caterpillar's list price for the equivalent Covered Equipment. This work will be reimbursed at normal working hour labor rates at a Repairer's place of business.
- Provider will provide, at Provider's choice, new, remanufactured or repaired components when replacing or repairing any Covered Components. Further, Provider will also reimburse for any component with a Caterpillar part number that is rendered unserviceable by a Covered Component and/or Mechanical Breakdown and reasonable labor to complete the repair.
- Provider will restore the Covered Equipment to its operating condition immediately prior to the Mechanical Breakdown by repairing and/or replacing only the required Covered Components and

any component with a Caterpillar part number that was rendered unserviceable as a consequence of the Mechanical Breakdown, which would be necessary to correct the defect in the Covered Equipment.

- Provider will reimburse the reasonable labor to disconnect and reconnect the Covered Equipment to its attached equipment, mounting, and support systems, if required. Other parts or components removed in the process of the repair will be reinstalled as is, unless Customer authorizes and pays the additional expense to repair or replace the other parts.
- Provider will also pay the reasonable Costs of any consumables made unusable as a result of a Mechanical Breakdown.
- Provider will reimburse applicable transportation and importation Costs at standard factory warranty approved levels.

IV. CUSTOMER RESPONSIBILITIES

- Customer shall operate, repair, and perform all recommended maintenance for the Covered Equipment according to the guidelines and recommendations as specified in the Manufacturer's OMM.
- Customer shall utilize an Authorized Dealer for all scheduled oil sampling (S.O.S.) as specified in the Manufacturer's OMM, by submitting samples promptly with necessary sample information at the specified service intervals, and take the appropriate action as recommended by Authorized Dealer based on the S.O.S. results.
- Customer shall be responsible for labor and material Costs for the removal and reinstallation of Covered Equipment, except as stated in **Section III. PROVIDER RESPONSIBILITIES**, or in **Section XVI. ADDITIONAL COVERAGE**, if applicable.
- Customer shall be responsible for all Costs not covered by this Contract.
- Customer shall be responsible for maintaining reasonable documentation of all scheduled maintenance and repairs of the Covered Equipment, such as receipts or copies of work orders or invoices from Repairers or Authorized Dealers showing the maintenance and services performed pursuant to the Manufacturer's OMM recommendations. In the event of a Mechanical Breakdown, Customer may be required to present documentation of scheduled maintenance and repairs.
- Customer shall only use the Covered Equipment for its intended application and shall follow guidelines of the Manufacturer's OMM.
- Customer shall ensure operators have training on proper operation of the Covered Equipment and follow guidelines of the Manufacturer's OMM.
- Customer shall confirm that neither Customer, nor any of Customer's respective directors, officers or employees, or any guarantor of this Contract, or to Customer's knowledge, any agent or subsidiary of Customer's that will act in any capacity in connection with or benefit from this Contract and the services hereunder, is at any time identified as a Sanctioned Person.
- Customer shall assume full responsibility for any damages and associated repair Costs attributable to any failure associated with operating a generator set in Emergency Override System (EOS) mode. Further, Customer will defend, indemnify and hold harmless Caterpillar and the Dealer and their respective parents, affiliates, subsidiaries, successors, directors, officers, employees, and agents from and against all third-party claims, actions, demands, damages and liabilities of any kind arising out of or related to operation of the generator set in EOS mode.

In the event of a failure of the Covered Equipment, Customer shall:

- Take all reasonable steps to protect and safeguard the Covered Equipment.
- Report the failure promptly to Provider or a Repairer.
- Promptly make the Covered Equipment available to a Repairer for examination and repairs and provide proof of this Contract by presenting Customer's copy of the Registration Certificate.
- Furnish Provider or a Repairer with such information as may be reasonably required to assess the failure.
- Provide needed documentation or information upon request.

V. COVERAGE TERRITORY

This Contract applies to Covered Equipment worldwide except when coverage provided by this Contract would be in violation of Sanctions. In such case, this Contract shall be null and void. Similarly, any coverage relating to or referred to in any certificates or other evidence of coverage or any claim that would be in violation of Sanctions shall be null and void.

VI. EXCLUSIONS AND LIMITATIONS

This Contract does not cover a failure caused by:

- Wear-out and normal deterioration in performance, including oil consumption and gasket or seal leaks;
- Wear-out or failure of components due to (i) operation beyond the design and/or capacity of the product, (ii) operator abuse, (iii) improper operation technique, or (iv) application not approved by Caterpillar;
- Corrosion and physical or mechanical erosion;
- Operating equipment with improper, contaminated, or improper levels of fuel, fluids, coolants, lubricants, or the use of improper filters;
- Repairer workmanship;
- Modifications, unless the modifications were authorized at the request of Manufacturer and performed at an approved repair facility;
- Abuse, neglect, or any failure to inspect, observe and comply with maintenance and servicing practices, specifications, intervals and requirements recommended or directed by the Manufacturer or Provider;
- Any failure to test oil samples according to an oil sampling program or analysis (including infrared analysis) as recommended or directed by the Manufacturer;
- Failure of a component which is not a Covered Component;
- Resultant damage caused by a component, which is not a Covered Component; including filter failures, clogging or blockage;
- Use or establishment of fuel settings for Covered Equipment which are inconsistent with settings recommended by Provider or the Manufacturer; or
- Operating the product at performance settings other than the standard Manufacturer specification.

This Contract also does not pay for the Costs arising from:

- Acts of God, acts of nature, acts of war, vermin, collision, fire, theft, vandalism, riot, or explosion;
- Performance-related complaints, including, but not limited to, adjustments to fuel settings or fuel

injectors/nozzles;

- The supply or consumption of lube oils, grease, coolant or air conditioner refrigerant, unless otherwise provided in this Contract or agreed by Provider;
- Any Costs incurred to improve operation performance;
- Any Costs for load or performance testing, even when Caterpillar guidelines call for such testing following a covered repair;
- Work associated with performing a Product Improvement Program (PIP) or Product Support Program (PSP);
- Any loss of or damage to a Covered Component occurring or arising outside the coverage territory, as stated in **Section V. COVERAGE TERRITORY**;
- Routine maintenance items, normally scheduled preventive maintenance, or maintenance services as explained in the Manufacturer's OMM, including but not limited to, valve lash adjustments or replacements of filters, fuel nozzles, fuel injectors, thermostats, seals, gaskets, hoses, vee-belts, batteries, and clutches;
- Storage of Covered Equipment;
- Miscellaneous shop supplies;
- Steel shims and cast-iron block inserts;
- Clamps and other fasteners not specified in **Section XV. COVERED COMPONENTS**
- Any Costs associated with Mechanical Breakdowns covered under any Warranty whether enforceable or not; including Emissions Warranty or Repairer's guarantee regardless of whether the Warranty or Repairer's guarantee is honored;
- Parts shipping charges and service charges unless provided by coverage type as described in **Section XVI. ADDITIONAL COVERAGE**;
- Any and all taxes;
- Any Costs associated with loss of time, inconvenience, downtime or downtime-related expenses or other incidental or consequential loss;
- Physical damage not related to Mechanical Failure;
- Any repairs if the service meter has been stopped or altered or misrepresents the Covered Equipment's actual usage;
- Reimbursement for meals or overnight lodging;
- Failures associated with enclosures, containers, undercarriage, ladders, lights, wheels, axles, brakes, tires, sound attenuation, sound reduction, material, insulation, stabilizing jacks, fire suppression, and fire extinguishers;
- Contingent damage to component(s) which were not part of the original factory consist;
- Failure or damage to the generator set incurred as a result of operating the generator set in EOS mode;
- Additional Cat components installed by the Original Equipment Manufacturer (OEM), any Cat dealer, any authorized second level dealer or Customer after the in-service date of the engine, except where specified under **Section XV. Covered components**; or
- OEM components made a part of the Caterpillar factory as-shipped consist of the generator set through the Design to Order (DTO) process are not covered unless Caterpillar has given prior written approval to include the OEM components in the coverage.

Failure to provide reasonable documentation of required maintenance, as required in **Section IV. CUSTOMER RESPONSIBILITIES** may result in partial or non-payment of claim.

Coverage may be discontinued if an overhaul to the Covered Equipment becomes necessary as defined by key measures explained in the Manufacturer's OMM for the model and application, as indicated on the Registration Certificate. These key measures include, but are not limited to, valve recession, oil consumption, blow by, Scheduled Oil Sample (S.O.S) recommendations, total fuel consumed or service hours.

VII. UPGRADE OR COVERAGE CONTINUATION

Subject to the limitations outlined in this Section, Customer may Upgrade or extend the following terms of coverage indicated on Customer's Registration Certificate:

- Coverage level (Silver, Gold, Platinum, or Platinum Plus),
- Coverage months (Duration),
- Coverage hours (Usage), or
- Deductible level.

Eligibility guidelines for a coverage upgrade are as follows:

A. For New ESC:

1. An Upgrade to the coverage level or Deductible level is eligible during the Covered Equipment's standard factory warranty period.
2. An increase to the coverage months or hours (Coverage Continuation) or a decrease in Deductible amount is eligible any time while under standard factory warranty or an active ESC.

B. For Advantage ESC:

1. Upgrades in coverage level are not permitted.
2. An increase to the coverage months or hours Coverage Continuation or a decrease in Deductible amount is eligible any time during the active ESC up to specified limits. Restrictions apply.

Changes to the existing Contract terms may require Provider's approval, may result in additional testing requirements, and will result in an adjustment in price for the program coverage.

Provider reserves the right to deny an Upgrade request based on the claims' history of the Covered Equipment.

This Contract's terms cannot be reduced once enrolled.

VIII. TRANSFER OR ASSIGNMENT OF EXTENDED SERVICE COVERAGE

The remaining coverage of this Contract may be transferred or assigned to subsequent owners, at Provider's sole discretion and at no extra charge provided the usage application is not different and the transfer or assignment would not violate Sanctions. The new owner of the Covered Equipment must present a copy of the current Registration Certificate to Provider within thirty (30) days of the transfer of the Covered Equipment's title and Provider may approve the transfer or assignment of the coverage.

IX. TERMINATIONS AND REFUNDS

- Customer may cancel this Contract by providing written notice of intent to cancel and returning this Contract to the Contract administrator. Cancellation will be effective on the date the Contract

administrator receives the written cancellation notice.

- Refund and Administration Fee. If Provider receives Customer's written cancellation notice and returned this Contract within ten (10) days of the registration signature date as indicated on the bottom of the Registration Certificate, Provider will provide a refund in the amount of the Coverage Fees, less any claims paid and less a \$125.00 administration fee.
- If Provider receives Customer's written cancellation notice and returned this Contract more than ten (10) days after the registration signature date, as indicated on the bottom of the Registration Certificate, the pro-rated refund will be based on the lesser of months or hours of unused coverage less any claims paid and less a \$125.00 administration fee. If Provider receives Customer's written cancellation notice and returned this Contract more than thirty (30) days after the registration signature date, as indicated on the bottom of the Registration Certificate, Customer's refund will be reduced a further ten percent (10%).
- No refund is available if coverage is transferred or assigned to a subsequent owner.
- Provider may cancel this Contract without notice for the following reasons:
 - The Coverage Fee for this Contract has not been paid by Customer;
 - The standard factory warranty has been cancelled or voided;
 - Customer has substantially breached Customer's duties relating to the Covered Equipment or its use; or
 - Caterpillar or Provider determine that continuing this Contract would result in a violation of Sanctions.
- If there is a material misrepresentation in the Registration Certificate, Provider may void this Contract without written notice and Customer will not be charged the Coverage Fee.
- Provider may cancel this Contract without notice if the condition of an overhaul occurs. In the case of an overhaul occurring, Customer may receive residual Contract value as calculated above and applied to the continuation of coverage under the Overhaul (OVH) ESC Contract for Caterpillar Commercial Engines. The new term of coverage under the OVH ESC program may be selected per available terms if OVH ESC eligibility requirements have been met.

In the event Provider cancels this Contract, Provider will return any pro-rated refund, if applicable, based on the lesser of months or hours of unused coverage, less any claims paid, and less a \$125.00 administration fee.

X. DISCLAIMERS

- Provider responsibilities and Customer remedies under this Contract are limited to the provisions as specified herein.
- Provider disclaims any expressed or implied warranties in connection herewith including any warranty of merchantability or fitness for a particular purpose.
- Provider is not responsible for incidental or consequential damages, except as stated in **Section III. PROVIDER RESPONSIBILITIES.**
- Replacement parts furnished under the terms of this Contract are covered under the applicable replacement parts warranty.
- This Contract does not supersede the Emissions Warranty for emissions-related components.
- Misrepresentation of the Covered Equipment's eligibility for ESC, or the actual accumulated miles, kilometers, hours, fuel burn or age shall result in cancellation of this Contract by Provider or non-payment of a claim, as determined by Provider.
- Provider shall be entitled to all other remedies.

XI. CUSTOMER ASSISTANCE

For the U.S. and Canada, when a problem arises concerning the operation of Customer's Covered Equipment or concerning the service of Customer's Covered Equipment, the problem will normally be managed by the Authorized Dealer in Customer's area.

Customer satisfaction is a primary concern of Caterpillar and Provider's Authorized Dealers. If a problem has not been handled to Customer's complete satisfaction, follow these steps:

- 1) Discuss the problem with a manager from Provider's Authorized Dealer.
- 2) If the problem cannot be resolved at the Authorized Dealer level without additional assistance, contact a service representative with the Contract administrator (Service Representative) at 1-888-614-4328.

Outside the U.S. and Canada, if a problem arises concerning the operation of Customer's Covered Equipment or the service of Customer's Covered Equipment, Customer should contact the nearest Authorized Dealer or Service Representative.

XII. PRIVACY NOTICE

Provider or its Authorized Representative may collect Customer's name, address, phone number, payment information, product data (including geolocation and operational data) and email address ("Personal Data") from Customer to complete and process the Registration Certificate and to administer this Contract.

Provider may collect non-public Personal Data and other data necessary for Customer's Contract coverage from the following sources:

- 1) Information that Provider receives from Customer on registrations, applications or other forms, such as Customer's name, address, assets and income;
- 2) Information about Customer transactions with Provider, Provider's subsidiaries, Provider's affiliates (received only with Customer's express consent), Authorized Representative; and
- 3) Information from a Consumer reporting agency.

Provider processes Personal Data for the following purposes:

- 1) To execute and administer this Contract, including processing of claims;
- 2) To administer additional services requested in conjunction with this Contract;
- 3) To respond to Customer inquiries and provide customer support;
- 4) To enforce Provider's rights in the case of Customer default under this Contract or a breach by Customer of any of its responsibilities or obligations;
- 5) To comply with legal and regulatory obligations;
- 6) To conduct surveys, including through electronic means, to ascertain Customer satisfaction with Provider's coverage and services;
- 7) To contact Customer with details of Customer's existing or expiring coverage; and
- 8) To contact Customer with details of products and services offered by Provider and other parties.

In addition to the purposes outlined above, data may be de-identified, in which case it is no longer Personal Data, and may be processed for other purposes.

In order to process Personal Data, Provider may rely on different legal basis, including:

- 1) The necessity for completion of pre-contractual measures, executing and administering a contract, and exercising Provider's rights thereunder;
- 2) The necessity for Provider to comply with legal obligations;
- 3) The necessity to pursue legitimate interests, including to improve the products and services Provider offers to Customer and to provide Customer with information about the products and services that Provider offers; and
- 4) Customer consent. If Provider relies on Customer consent as a legal basis for processing Customer data, Customer may withdraw consent at any time.

Provider will share Personal Data with third parties, including the Contract administrator, located in the United States of America (U.S.A.) who acts as a data controller and may process Customer Personal Data for any of the above referenced purposes. Customer may obtain additional details on the specific measures the Contract administrator uses to ensure compliance with applicable data protection requirements, and to maintain the security and protection of Customer data, by accessing the Contract administrator's global privacy notice (<https://www.caterpillar.com/dataprivacy>).

The failure to provide Personal Data would in some cases have the consequence that this Contract is not concluded, including:

- 1) Where processing is necessary to the administration of this Contract or the conducting of pre-contractual measures; and
- 2) Where processing is necessary to fulfil Provider's legal and regulatory obligations or to exercise Provider's legal rights.

XIII. PROVIDER

In the United States (U.S.) and its territories of Guam, America Samoa, the Northern Mariana Islands and U.S. Minor Outlying Islands: The Provider of this Contract is Caterpillar Inc.

In Canada excluding Alberta: The Provider of this Contract is the Cat Dealer.

In Alberta, Canada: The Provider of this Contract is Caterpillar of Canada.

In All Other Countries and the U.S. territories of Puerto Rico and the U.S. Virgin Islands: The Provider of this Contract is the Cat Dealer.

XIIIA. NOTICE FOR U.S. CONTRACTS ONLY

Obligations of the Provider under this Contract are backed only by the full faith and credit of the Provider (issuer) and are not guaranteed under a Contract reimbursement insurance policy.

XIV. ENDORSEMENTS, APPLICABLE TO U.S.A. ISSUED SERVICE CONTRACTS ONLY

In Georgia: Paragraph IX. **TERMINATIONS AND REFUNDS** the subparagraphs Refund and Administration Fee and Cancellation by Provider are replaced by the following:

- **Refund and Administration Fee.** If Customer cancels this Contract, the pro-rated refund will be based upon the lesser of months, miles or hours of unused coverage provided.
- **Cancellation by Provider.** Provider may only cancel this Contract for fraud, material misrepresentation or non-payment. If Provider cancels this Contract, Provider will give written notice of cancellation at least:

- 1) Ten (10) days before the effective date of cancellation if Provider cancels for non-payment of Coverage Fees or,
- 2) Thirty (30) days before the effective date of cancellation if Provider cancels for any other reason. The pro-rated refund will be based upon the lesser of months, miles or hours of unused coverage provided.

In Hawaii: Paragraph IX. **TERMINATIONS AND REFUNDS**, the subparagraph Cancellation by Provider is replaced by the following:

- **Cancellation by Provider.** Upon cancellation of a service contract by the Provider, the Provider, at least five days prior to cancellation, shall mail to the contract holder at the contract holder's last known address, a written prior notice of cancellation that states the effective date of the cancellation; provided that prior notice under this subsection shall not be required if cancellation is for:
 - Nonpayment of the Provider's fee for the service provided under the service contract;
 - A material misrepresentation by the contract holder to the Provider; or
 - A substantial breach of duties of the contract holder under the service contract, relating to a covered product or its use.

In Hawaii and Wyoming: Paragraph IX. **TERMINATIONS AND REFUNDS**, the subparagraph Refund and Administration Fee is replaced by the following:

- **Refund and Administration Fee.** If no claims have been made under this Contract delivered at the time of sale and Customer cancels this Contract by returning it to Provider within twenty (20) days of purchase, Customer's refund shall be the Coverage Fees, or between twenty (20) and thirty (30) days of purchase, Customer's refund shall be the Coverage Fees less a \$25.00 administration fee. If Customer cancels this Contract by returning it to Provider after thirty (30) days from purchase, the pro-rated refund will be based on the lesser of months, miles or hours of unused coverage provided less any claims paid and a \$25.00 administration fee. No refund is available if coverage is transferred or assigned to a subsequent owner. A ten percent (10%) penalty shall be added to the refund if not paid within thirty (30) days from the time this Contract was returned to Provider.

In Wisconsin: Paragraph IX. **TERMINATION AND REFUNDS** the subparagraphs Refund and Administration Fee and Cancellation by Provider are replaced by the following:

- **Refund and Administration Fee.** If Customer cancels this Contract by returning it to Provider within fifteen (15) days after Customer receives this Contract, Customer's refund shall be the Coverage Fees less a \$35.00 administration fee. If Customer cancels this Contract by returning it to Provider after fifteen (15) days from the date Customer receives this Contract, the pro-rated refund will be based on the lesser of months, miles or hours of unused coverage provided less a \$35.00 administration fee. If Provider cancels this Contract, Provider will provide Customer with written notice and Provider will not deduct any claims paid from Customer's refund. A ten percent (10%) penalty shall be added to the refund if not paid within thirty (30) days from the time this Contract was returned to Provider. All other terms and conditions apply.
- **Cancellation by Provider.** Provider may cancel this Contract with written notice to Customer and return to Customer the pro-rated refund based on the lesser of months, miles or hours of unused coverage provided and a \$25.00 administration fee for the following reasons: the Coverage Fee for this Contract has not been paid by Customer, the standard factory warranty has been canceled or voided, or a substantial breach of duties by Customer relating to the Covered Equipment or its use.

If there is a material misrepresentation with intent to deceive by Customer in the Registration Certificate, Provider may void this Contract with written notice and Customer will not be charged the Coverage Fee.

XV. COVERED COMPONENTS

Silver and Gold Covered Components: Covered Components under Silver and Gold levels of ESC are listed in the table attached as **Exhibit A**. If a component is not specifically listed in **Exhibit A**, it is not covered under Silver or Gold levels of ESC.

Platinum Level Covered Components: All as-shipped consist from the factory with Caterpillar part numbers, including DOC (when DOC is not part of a DPF) are Covered Components with the exception of the following: DPF and SCR, filters, fluids, vee-belts, hoses, power take-offs, paint, batteries, and clutches. New replacement EMCP control panels with Cat part numbers installed on electric power generator sets by an authorized dealer are covered components.

Platinum Plus Level Coverage Components: All as-shipped consist from the factory with Caterpillar part numbers including DOC (when DOC is not part of a DPF) are Covered Components with the exception of the following: filters, fluids, vee-belts, hoses, power take-offs, paint, batteries and clutches. Platinum Plus also covers additional components with Caterpillar part numbers that are installed by an Authorized Dealer and accepted by the Contract administrator through the Platinum Plus Additional Coverage Component List and Approval Verification form, LEYH0001. New replacement EMCP control panels with Cat part numbers installed on electric power generator sets by an authorized dealer are covered components.

ESC Aftertreatment DPF and/or ESC Aftertreatment SCR component coverage is optional and additional to the base engine coverage and is for the specified system. ESC Aftertreatment DPF and/or ESC Aftertreatment SCR is the same for Silver, Gold, Platinum, and Platinum Plus. If purchased with engine coverage, travel time and mileage extend to these optional Aftertreatment coverages.

Aftertreatment DPF and/or ESC Aftertreatment SCR must be ordered with the engine coverage and will have the same start and end date as the engine coverage.

ESC Aftertreatment DPF Component Coverage is for the original as-shipped consist, which includes the DPF / DOC and housing, radio frequency antennas, back pressure sensors, regeneration system and DPF-related electronic components, but excludes consumable and normal wear items (e.g., clamps, catalyst and filter substrate), and filter cleaning.

ESC Aftertreatment SCR Component Coverage is for the original as-shipped consist, which includes the SCR catalyst, AMOX catalysts, reactor housing, mixing pipe, Urea-based diesel emission fluid injection system hoses, nozzle or injector, pump, tank, NOx sensor, sensors and SCR-related electronic components, but excludes consumable and normal wear items (e.g., fluids, clamps, catalyst substrate).

It is the responsibility of the Authorized Dealer to provide the following documents to Caterpillar:

- 1) A copy of the ESC Registration Certificate and
- 2) The approval list of Caterpillar components, complete with the Caterpillar part numbers.

These documents will become part of the permanent history of the Covered Equipment.

XVI. ADDITIONAL COVERAGE

Travel Time & Mileage Limitations, per claim where applicable by industry and coverage:

Displacement	Silver, Gold & Platinum	Platinum Plus
4 liters or less	Up to 2 hours and 100 miles / 162 kilometers travel allowance	Up to 10 hours and 500 miles / 802 kilometers travel allowance
Greater than 4 liters and up to 7.5 liters	Up to 4 hours and 200 miles / 325 kilometers travel allowance	
Greater than 7.5 liters	Up to 8 hours and 320 miles / 515 kilometers travel allowance	

Emergency Freight:

Emergency freight reimbursement up to \$500.00 is available with all levels of ESC when a dealer is unable to obtain the Covered Component replacement part(s) required to complete a repair through the normal regional distribution channel.

Rental Allowance for Standby Applications: Standby Platinum Level Coverage: Additional allowance is granted if repairs cannot be completed within 96 hours of the Authorized Dealer technician's initial visit for the covered Mechanical Breakdown due solely to the nature of the Mechanical Breakdown or Cat's inability to supply the required repair components. The dollar allowance for Rental Generator set expenses, from an Authorized Dealer is defined as the reasonable and customary rental charge, mileage and the necessary labor for connection and disconnection to Customer facility of the Rental Generator set from the closest Authorized Dealer.

- For Cat generator sets up to 4 liters, the maximum dollar allowance is \$2,500 (USD).
- For Cat generator sets greater than 4liters and up to 7.5 liters displacement the maximum dollar allowance is \$5,000 (USD).
- For Cat generator sets greater than 7.5 liters and up to 34 liters displacement, the maximum dollar allowance is \$10,000 (USD).
- For Cat generator sets greater than 34 liters displacement, the maximum dollar allowance is \$15,000 (USD).

The following items are included as additional coverage under Platinum Plus level ESC only, subject to the limitations outlined herein.

Remote Troubleshooting:

Remote Troubleshooting Fees, up to a maximum of \$50.00 per claim, will be covered under Platinum Plus coverage only when a failed component is identified and repaired as part of the report.

Additional Disconnect and Connect Allowance:

Electric Power engines registered in Platinum Plus level ESC, will receive up to a maximum of \$1,500.00 additional allowance for labor to remove and reinstall Covered Components from the Covered Equipment, mounting and support systems, subject to the review and agreement by the Contract administrator, in its sole discretion, of the reasonableness of the additional labor Costs. This additional labor allowance may be applied to OEM components, which are required to be removed and reinstalled to complete the covered repair. This allowance supersedes **Section IV. CUSTOMER RESPONSIBILITIES** regarding

removal and reinstallation.

Overtime Allowance:

For Covered Equipment registered in Platinum Plus level coverage up to \$3,000.00 in overtime labor may be claimed for the incremental Cost of performing the repair outside of normal business hours, subject to the review and agreement by the Contract administrator, in its sole discretion, of the plausibility that the work could not be done within normal business hours. Incremental labor Cost hours must be in consecutive shifts to standard labor hours. This allowance modifies **Section III. PROVIDER RESPONSIBILITIES**, regarding repairs being done during normal business hours. This allowance is payable when it is not reasonably practical for the covered repair to be completed during normal business hours. Refer to industry addendum for incremental Costs reimbursement allowed.

Crane and Rigging Allowance for Standby Applications:

Standby Platinum Plus Level Coverage: Additional allowance for crane and rigging expense is granted if repairs cannot be completed within 48 hours of the Authorized Dealer technician's initial visit for the covered Mechanical Breakdown due solely to the nature of the Mechanical Breakdown or Cat's inability to supply the required repair components. The allowance for crane and rigging expenses is covered only if the crane and rigging is required to more cost effectively access the failed unit to perform covered repairs.

- For Cat generator sets with engines less than 7.5 liters displacement, the dollar allowance is \$1,000 (USD).
- For Cat generator sets with engines greater than or equal to 7.5 liters and up to 34 liters displacement, the dollar allowance is \$5,000 (USD).
- For Cat generator sets with engines greater than 34 liters displacement, the dollar allowance is \$12,500 (USD).

Rental Allowance and Standby Platinum Plus Level Coverage

Additional coverage is granted if repairs cannot be completed within 48 hours of the Authorized Dealer technician's initial visit for the covered Mechanical Breakdown due solely to the nature of the Mechanical Breakdown or Cat's inability to supply the required repair components. The dollar allowance for Rental Generator set expenses from and Authorized Dealer is defined as the reasonable and customary rental charge, mileage, and the necessary labor for connection and disconnection to Customer facility of the Rental Generator set from the closest Authorized Dealer.

- For Cat generator sets up to 4 liters, the maximum allowance is \$5,000 (USD).
- For Cat generator sets greater than 4 liters and up to 7.5 liters displacement the maximum dollar allowance is \$10,000 (USD).
- For Cat generator sets greater than 7.5 liters and up to 34 liters displacement, the maximum dollar allowance is \$20,000 (USD).
- For Cat generator sets greater than 34 liters displacement, the maximum dollar allowance is \$40,000 (USD).

XVII. EXTENDED SERVICE COVERAGE CONDITIONS

New ESC Eligibility Requirements:

For Covered Equipment with or without a known Delivery Date, the eligibility period ends on the last day

of the standard factory warranty period. A late fee is added to units registered more than three hundred sixty-five (365) days after the Delivery Date recorded in the Caterpillar warranty system.

New ESC Hours of Use Limits:

In addition to the general hour limits described below, certain other factors may limit the maximum hours of use during the Coverage Period. These factors include, but are not limited to, fuel quality, altitude of operation, and other conditions of application severity. Generator sets in Standby Applications shall not exceed 500 hours per year during the Coverage Period.

Covered Equipment in all applications shall not exceed the following limits based on engine displacement:

Hours	Displacement
6,000	Less than 4 liters
8,000	Equal to or greater than 4 liters and less than 7.5 liters
10,000	Equal to or greater than 7.5 liters and less than 22 liters
15,000	Equal to or greater than 22 liters and less than 34 liters
25,000	Equal to or greater than 34 liters

New ESC Years of Coverage Period Limits:

New ESC shall not extend beyond sixty (60) months from the Delivery Date of the Covered Equipment. For generator sets in Standby Applications New ESC shall not exceed 10 years from the Delivery Date of the Covered Equipment.

Advantage ESC Eligibility Requirements:

Electric Power Advantage ESC and Usage Eligibility Requirements are:

Advantage ESC Eligibility Requirements for Standby Applications

- 1) Initial registration, Upgrade or Coverage Continuation requirements. The Covered Equipment must:
 - a. Be less than four (4) years from Delivery Date and accumulated less than 3,000 hours total use; or
 - b. Be currently enrolled in a New ESC or Advantage ESC program and be less than 10 years since the build date of the Covered Equipment, or
 - c. Be currently covered by an Authorized Dealer Customer Support Agreement (CSA) that ensures all preventative maintenance items are completed at the intervals described in the Operations and Maintenance Manual for the Covered Equipment, prior to registration and be less than 10 years since the build date of the Covered Equipment, or
 - d. Successfully complete an Advantage inspection by an Authorized Dealer - reference form LEEE3239.
- 2) Age and hours of use limits: The equipment must be less than 25 years from the Delivery Date when the Coverage Period expires. Additionally, the total number of hours from Delivery Date (Advantage ESC hours stated on the Registration Certificate plus total hours of operation prior to registration) cannot exceed the following hour limits based on engine displacement:

Hours	Displacement
6,000	Less than 4 liters
8,000	Equal to or greater than 4 liters and less than 7.5 liters
10,000	Equal to or greater than 7.5 liters and less than 22 liters
15,000	Equal to or greater than 22 liters and less than 34 liters
25,000	Equal to or greater than 34 liters

- 3) During the coverage period: An Authorized Dealer CSA that ensures all preventive maintenance items are completed at the intervals described in the Operations and Maintenance Manual for the Covered Equipment is required for the duration of the ESC for contract eligibility.

Advantage ESC Eligibility Requirements for Prime Applications

- 1) Initial registration, Upgrade or Coverage Continuation requirements. The Covered Equipment must:
- Be less than four (4) years from Delivery Date and accumulated less than 3,000 hours total use since new; or
 - Be currently enrolled in a New ESC or Advantage ESC program and be less than 10 years since the build date of the Covered Equipment; or
 - Have successfully completed an Advantage inspection by an Authorized Dealer - reference form LEEE3239.
- 2) Age and hours of use limits: To qualify for Advantage ESC for Prime applications, the generator set must be less than 10 years from the Delivery Date when the Coverage Period expires. Additionally, the total number of hours from Delivery Date (Advantage ESC hours stated on the Registration Certificate plus total hours prior to registration) cannot exceed the following hour limits based on engine displacement:

Hours	Displacement
6,000	Less than 4 liters
8,000	Equal to or greater than 4 liters and less than 7.5 liters
10,000	Equal to or greater than 7.5 liters and less than 22 liters
15,000	Equal to or greater than 22 liters and less than 34 liters
25,000	Equal to or greater than 34 liters

- 3) During the coverage period: All Covered Components must pass inspection or be replaced at the proper intervals as prescribed in the manufacturer's Operation and Maintenance Manual by an Authorized Dealer to qualify for continued coverage under this ESC Contract.

IMPORTANT NOTICE: All Covered Components must pass inspection or be replaced at the proper intervals as prescribed by the Manufacturer's OMM by an Authorized Dealer to qualify for continued coverage under this Contract.

Customer's failure to follow the Manufacturer's OMM may result in denial of claims.

"THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE."

Exhibit A
ENGINE COMPONENT ESC MATRIX
January 1, 2021

Coverage Items	Silver	Gold	Coverage Items	Silver	Gold
COOLING SYSTEM			AIR INDUCTION & EXHAUST		
Thermostat Housing	Yes	Yes	Exhaust Manifolds, Studs & Gaskets	Yes	Yes
Water Manifold Housing	Yes	Yes	Inlet Air Heater Relay	Yes	Yes
Jacket Water Pre-cooler	Yes	Yes	Intake Manifold	Yes	Yes
Jacket Water Pump	No	Yes	Turbocharger (including mounting hardware, lines, wastegate)	No	Yes
FUEL SYSTEM			SHORT BLOCK		
Steel and Stainless Steel Fuel Lines	Yes	Yes	Cylinder Block Casting	Yes	Yes
Fuel Shutoff Solenoid (diesel only)	Yes	Yes	Freeze Plugs	Yes	Yes
Fuel Injectors (diesel only)	No	Yes	Crankshaft	Yes	Yes
Spark Plug Extension (gas only)	Yes	Yes	Crankshaft Rod, Main & Thrust Bearings	Yes	Yes
Ignition Transformer (gas only)	Yes	Yes	Connecting Rod Assembly	Yes	Yes
Throttle (gas only)	Yes	Yes	Piston, Wrist Pin, Retainer Clip & Piston Rings	Yes	Yes
LUBRICATION SYSTEM			Piston Cooling Jet Tubes	Yes	Yes
Oil Pan	Yes	Yes	Cylinder Liner, Seals & Filler Band	Yes	Yes
Engine Oil Pump	Yes	Yes	Main Bearing Cap Bolts	Yes	Yes
Oil Cooler Housing & Core/Bonnet	Yes	Yes	CYLINDER HEAD		
Oil Filter Base	Yes	Yes	Cylinder Head Casting, Sleeves, Bolts & Gaskets	Yes	Yes
ELECTRICAL SYSTEM			Freeze Plug	Yes	Yes
ITSM (gas only)	Yes	Yes	Spacer Plate & Spacer Plate Gasket	Yes	Yes
Control Module (ECM)	Yes	Yes	Intake & Exhaust Valve (all related parts)	Yes	Yes
Sensors: All Engine Sensors	Yes	Yes	Roller Follower	Yes	Yes
FRONT & REAR COVERS			Valve Mechanism, Rocker Arm, Brackets, Push Tube	Yes	Yes
Front Covers / Plate / Housing /Gears (& Gaskets)	Yes	Yes	Bridge Dowels, Adjusting Screws, Nuts & Shaft	Yes	Yes
Vibration Damper	Yes	Yes	Valve Cover & Base	Yes	Yes
Flywheel Housing & Gasket	Yes	Yes	Camshaft, Camshaft Bearings, Key, Gear	Yes	Yes
ALTERNATOR END (where applicable)			Camshaft Rear Cover/Seal	Yes	Yes
Alternator (including rotor, stator, exciter, bearings & coupling)	Yes	Yes	MISCELLANEOUS		
Generator Controls (including EMCP, Operator Interface Mounted on Generator)	No	Yes	Cat Bolts Attaching Covered Components	Yes	Yes
Power Center (including circuit breakers, voltage regulators, bus bar)	No	Yes			

Note: Components not specifically listed in the coverage matrix are not covered under Silver or Gold level ESC.

Note: Platinum and Platinum Plus coverages are defined in Section XV. COVERED COMPONENTS.

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF EMERGENCY MANAGEMENT TO PURCHASE A THREE-YEAR WARRANTY ON GENERATOR PARTS FROM BOYD CAT, A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH BOYD CAT, RELATED TO THE PROCUREMENT, AT A COST NOT TO EXCEED \$2,860.00.

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

Section 1 – That the Division of Emergency Management is authorized to purchase a three-year warranty on generator parts from Boyd Cat, a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Boyd Cat, related to the procurement.

Section 2 – That an amount, estimated not to exceed the sum of \$2,860.00 be and hereby is approved for payment to Boyd Cat., from account #1101-505204-71299.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0381-24:MRS:4887-6208-0437, v. 1

RESOLUTION NO. 211 - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF EMERGENCY MANAGEMENT TO PURCHASE A THREE-YEAR WARRANTY ON GENERATOR PARTS FROM BOYD CAT, A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH BOYD CAT, RELATED TO THE PROCUREMENT, AT A COST NOT TO EXCEED \$2,860.00.

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

Section 1 – That the Division of Emergency Management is authorized to purchase a three-year warranty on generator parts from Boyd Cat, a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Boyd Cat, related to the procurement.

Section 2 – That an amount, estimated not to exceed the sum of \$2,860.00 be and hereby is approved for payment to Boyd Cat., from account #1101-505204-71299.

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

PASSED URBAN COUNTY COUNCIL: May 9, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0381-24:MRS:4887-6208-0437, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0386-24

File ID: 0386-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 04/05/2024

File Name: Improved Artwork Lighting at Isaac Murphy Memorial
Art Garden

Final Action: 04/25/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to remit \$20,000 to LexArts, Inc., as reimbursement for costs related to the improved artwork lighting at Isaac Murphy Memorial Art Garden. [Div. of Parks and Recreation, Conrad]

Notes:

Sponsors:

Enactment Date: 04/25/2024

Attachments: Improved Artwork Lighting at Isaac Murphy Memorial
Art Garden Memo Signed, LexArts lighting invoice,
RESO 0386-24 - Isaac Murphy Memorial Art Garden
Art Panel Reimbursement LexArts, Inc.
4854-4948-6774 v.1.docx, R-191-2024

Enactment Number: R-191-2024

Deed #:

Hearing Date:

Drafter: Roger Daman

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/16/2024	Approved and Referred to Docket	Urban County Council	04/25/2024		Pass
1	Urban County Council	04/25/2024	Received First Reading	Urban County Council	04/25/2024		
1	Urban County Council	04/25/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	04/25/2024	Approved				Pass

Text of Legislative File 0386-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to remit \$20,000 to LexArts, Inc., as reimbursement for costs related to the improved artwork lighting at Isaac Murphy Memorial Art Garden. [Div. of Parks and Recreation, Conrad]

Summary

Authorization for remittance of \$20,000 to LexArts, representing LFUCG cost reimbursement for improved artwork lighting at Isaac Murphy Memorial Art Garden. Funds are Budgeted. (L0386-24) (Conrad/Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted [select]: Yes

Account Number:	1105 -707602 -7221 -90319	DISTRICT01_2023	\$10,000.00
	1105 -707602 -7221 -90319	ATLARGE02_2023	\$10,000.00

This Fiscal Year Impact: \$20,000

Annual Impact:

Project: DISTRICT01_2023 and ATLARGE02_2023

Activity: COUNCIL

Budget Reference: 2023

Current Balance: \$20,000



TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Monica Conrad *ast 4/5/24*
Monica Conrad, Director Parks and Recreation

DATE: April 5, 2024

SUBJECT: Improved Artwork Lighting at Isaac Murphy Memorial Art Garden
Cost Reimbursement with LexArts

Request:

Request Council authorization for remittance of \$20,000 to LexArts, representing LFUCG cost reimbursement for improved artwork lighting at Isaac Murphy Memorial Art Garden.

Purpose:

LexArts is serving as the project manager and has negotiated with a site contractor, Marilla Construction, to provide and install lighting for an existing sculpture at Isaac Murphy Memorial Art Garden for a total project cost of \$20,000.

Budgetary Implication:

There is no future budgetary impact to LFUCG.

Are the funds budgeted?

Yes, Ordinance #046-2023 established a project budget reallocation from Council Capital Projects to Parks & Recreation. Funds are budgeted at 1105-707602-7221-90319.

File Number: 0386-24

Director/Commissioner: Monica Conrad/Chris Ford



LexArts, Inc

161 N Mill St
Lexington, KY 40507 US
red@lexarts.org
lexarts.org



INVOICE

BILL TO
LFUCG Parks & Recreation

INVOICE 1905
DATE 02/29/2024
TERMS Net 30
DUE DATE 03/30/2024

DESCRIPTION		AMOUNT
Project management	Lighting costs related to Marrillia Construction invoice 22092-3	20,000.00
SUBTOTAL		20,000.00
TAX		0.00
TOTAL		20,000.00
BALANCE DUE		\$20,000.00

RESOLUTION NO. ____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO REMIT \$20,000.00 TO LEXARTS, INC., AS REIMBURSEMENT FOR COSTS RELATED TO THE IMPROVED ARTWORK LIGHTING AT ISAAC MURPHY MEMORIAL ART GARDEN.

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

Section 1 – That the Mayor, on behalf of the Urban County Government, be and hereby is authorized and directed to remit \$20,000.00 to LexArts, Inc., as reimbursement for costs related to the improved artwork lighting at Isaac Murphy Memorial Art Garden.

Section 2 – That the amount of \$20,000.00 be and hereby is approved for remittance to LexArts, Inc., from account #1105-707602-90319.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0386-24:GET:4854-4948-6774, v. 1

RESOLUTION NO. 191 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO REMIT \$20,000.00 TO LEXARTS, INC., AS REIMBURSEMENT FOR COSTS RELATED TO THE IMPROVED ARTWORK LIGHTING AT ISAAC MURPHY MEMORIAL ART GARDEN.

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

Section 1 – That the Mayor, on behalf of the Urban County Government, be and hereby is authorized and directed to remit \$20,000.00 to LexArts, Inc., as reimbursement for costs related to the improved artwork lighting at Isaac Murphy Memorial Art Garden.

Section 2 – That the amount of \$20,000.00 be and hereby is approved for remittance to LexArts, Inc., from account #1105-707602-90319.

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

PASSED URBAN COUNTY COUNCIL: April 25, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]

 CLERK OF URBAN COUNTY COUNCIL
 0386-24:GET:4854-4948-6774, v. 1



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0389-24

File ID: 0389-24

Type: Resolution

Status: Approved

Version: 2

Contract #: 113-2024

In Control: Urban County
Council

File Created: 04/05/2024

Final Action: 05/09/2024

File Name: Request Council authorization to execute an amendment to the agreement with Lexington Habitat for Humanity, Inc. under the HOME Investment Partnerships Program to extend the period of performance through December 31, 2024.

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Amendment to an Agreement with Lexington Habitat for Humanity, Inc., under the HOME Investment Partnerships Program, extending the period of performance through December 31, 2024, and further authorizing the Mayor to execute any other necessary amendments related to this Agreement. [Div. of Grants and Special Programs, Reynolds]

Notes: stamped and filed in CCO , copies given to celia 5-9 AA

Sponsors:

Enactment Date: 05/09/2024

Attachments: 24-Blue Sheet Memo Lex Habitat Extension, FY21 HOME - Lexington Habitat DPA Amendment - Unsigned, RESO 0389-24 Amendment to Habitat for Humanity HOME Agreement 4891-9170-6296 v.1.docx, R-212-2024, Contract #113-2024

Enactment Number: R-212-2024

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	04/16/2024	Approved and Referred to Docket	Urban County Council	04/25/2024		Pass
2	Urban County Council	04/25/2024	Received First Reading	Urban County Council	05/09/2024		
2	Urban County Council	05/09/2024	Approved				Pass

Text of Legislative File 0389-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Amendment to an Agreement with Lexington Habitat for Humanity, Inc., under the HOME Investment Partnerships Program, extending the period of performance through December 31, 2024, and further authorizing the Mayor to execute any other necessary amendments related to this Agreement. [Div. of Grants and Special Programs, Reynolds]

Summary

Authorization to execute an Amendment to the Agreement with Lexington Habitat for Humanity, Inc. under the HOME Investment Partnerships Program to extend the period of performance through December 31, 2024. This program has experienced delays due to current market conditions. No Budgetary impact. (L0389-24) (Reynolds/Lanter)

Budgetary Implications: No

Advance Document Review:

Law: Yes, Completed by Ashleigh Bailey, 4/4/2024

Risk Management: N/A

Fully Budgeted: All funds previously Budgeted.

Account Number: 3120-900205-0001-78107

This Fiscal Year Impact: \$0

Annual Impact: \$0

Project: HOME_2021

Activity: H01

Budget Reference: 2021

Current Balance:



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

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

DATE: APRIL 4, 2024

**SUBJECT: Amendment to HOME Agreement with Lexington Habitat for Humanity,
Inc.**

Request: Council authorization to execute an amendment to the agreement with Lexington Habitat for Humanity, Inc. under the HOME Investment Partnerships Program to extend the period of performance through December 31, 2024.

Purpose of Request: On June 18, 2020 (Resolution No. 265-2020) Council approved the 2020 Consolidated Plan and Lexington Habitat for Humanity, Inc. was awarded \$100,000 of HOME Investment Partnerships Program funds for First-Time Homebuyer's Program for low-income families in Fayette County. This program has experienced delays due to current market conditions.

The amendment would extend the period of performance through December 31, 2024.

What is the cost in this budget year and future budget years? All funds previously budgeted. There are no anticipated costs in future budget years.

Are the funds budgeted? Grant funds are budgeted

File Number: 0389-24

Director/Commissioner: Reynolds/Lanter



FIRST AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT, made and entered into on this ____ day of _____ 2024, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), **LEXINGTON HABITAT FOR HUMANITY, INC.**, a Kentucky non-profit corporation pursuant to KRS Chapter 273, and whose mailing address is 700 East Loudon Avenue, Lexington, Kentucky 40505 (hereinafter referred to as (hereinafter referred to as 'SUBRECIPIENT')).

WHEREAS, GOVERNMENT and SUBRECIPIENT entered into an Agreement dated August 26, 2021 ("Agreement"), in which the SUBRECIPIENT, Lexington Habitat for Humanity, Inc., with Unique Entity Identifier XANDSH7SEF14 was allocated \$100,000 in federal HOME funds (CFDA # 14.239) pursuant to which HUD has agreed to make a grant to the GOVERNMENT under Federal Award Number M-20-MC-21-0201 awarded December 29, 2020 as provided by the 2020 Consolidated Plan for down-payment assistance for Lexington Habitat for Humanity's First-Time Homebuyer's Program for low-income families;

WHEREAS, SUBRECIPIENT has requested additional time to complete program activities;

WHEREAS, the Agreement provides for all amendments to be in writing executed by GOVERNMENT and SUBRECIPIENT;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the parties hereto agree to amend the Agreement as follows:

ARTICLE I B. Duration of the Agreement, shall be amended in its entirety to read as follows:

"The SUBRECIPIENT agrees to complete all activities under this Agreement no later than December 31, 2024."

In all other respects, except as specifically modified herein, the terms of the Agreement dated August 26, 2021, shall remain in full force and effect with respect to the provisions outlined therein, and all the terms and conditions of that Agreement are incorporated herein by reference.

IN WITNESS WHEREOF, the parties executed this First Amendment to the Agreement at Lexington, Kentucky, the day, month, and year above written.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE TO FOLLOW.

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

BY _____
Linda Gorton, Mayor

ATTEST:

Clerk of Urban County Council

LEXINGTON HABITAT FOR HUMANITY, INC.

BY: _____
Darryl Neher, CEO

4882-1990-2900, v. 1

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AMENDMENT TO AN AGREEMENT WITH LEXINGTON HABITAT FOR HUMANITY, INC., UNDER THE HOME INVESTMENT PARTNERSHIPS PROGRAM, EXTENDING THE PERIOD OF PERFORMANCE THROUGH DECEMBER 31, 2024, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER NECESSARY AMENDMENTS RELATED TO THIS AGREEMENT.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Amendment to the Agreement with Lexington Habitat for Humanity, Inc., attached hereto and incorporated herein by reference, under the HOME Investments Partnership Program, to extend the period of performance to December 31, 2024.

Section 2 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed any other necessary amendments related to this Agreement.

Section 3 - That this Resolution shall become effective on the date of its passage.
PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0389-24:BGS:4891-9170-6296, v. 1

RESOLUTION NO. 212 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AMENDMENT TO AN AGREEMENT WITH LEXINGTON HABITAT FOR HUMANITY, INC., UNDER THE HOME INVESTMENT PARTNERSHIPS PROGRAM, EXTENDING THE PERIOD OF PERFORMANCE THROUGH DECEMBER 31, 2024, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER NECESSARY AMENDMENTS RELATED TO THIS AGREEMENT.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Amendment to the Agreement with Lexington Habitat for Humanity, Inc., attached hereto and incorporated herein by reference, under the HOME Investments Partnership Program, to extend the period of performance to December 31, 2024.

Section 2 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed any other necessary amendments related to this Agreement.

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

PASSED URBAN COUNTY COUNCIL: May 9, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0389-24:BGS:4891-9170-6296, v. 1

FIRST AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT, made and entered into on this 1st day of May 2024, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), **LEXINGTON HABITAT FOR HUMANITY, INC.**, a Kentucky non-profit corporation pursuant to KRS Chapter 273, and whose mailing address is 700 East Loudon Avenue, Lexington, Kentucky 40505 (hereinafter referred to as (hereinafter referred to as 'SUBRECIPIENT')).

WHEREAS, GOVERNMENT and SUBRECIPIENT entered into an Agreement dated August 26, 2021 ("Agreement"), in which the SUBRECIPIENT, Lexington Habitat for Humanity, Inc., with Unique Entity Identifier XANDSH7SEF14 was allocated \$100,000 in federal HOME funds (CFDA # 14.239) pursuant to which HUD has agreed to make a grant to the GOVERNMENT under Federal Award Number M-20-MC-21-0201 awarded December 29, 2020 as provided by the 2020 Consolidated Plan for down-payment assistance for Lexington Habitat for Humanity's First-Time Homebuyer's Program for low-income families;

WHEREAS, SUBRECIPIENT has requested additional time to complete program activities;

WHEREAS, the Agreement provides for all amendments to be in writing executed by GOVERNMENT and SUBRECIPIENT;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the parties hereto agree to amend the Agreement as follows:

ARTICLE I B. Duration of the Agreement, shall be amended in its entirety to read as follows:

"The SUBRECIPIENT agrees to complete all activities under this Agreement no later than December 31, 2024."

In all other respects, except as specifically modified herein, the terms of the Agreement dated August 26, 2021, shall remain in full force and effect with respect to the provisions outlined therein, and all the terms and conditions of that Agreement are incorporated herein by reference.

IN WITNESS WHEREOF, the parties executed this First Amendment to the Agreement at Lexington, Kentucky, the day, month, and year above written.

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SIGNATURE PAGE TO FOLLOW.



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0390-24

File ID: 0390-24

Type: Resolution

Status: Approved

Version: 2

Contract #:

In Control: Urban County
Council

File Created: 04/05/2024

Final Action: 05/09/2024

File Name: Request Council authorization to accept an award of federal funds in the amount of \$6,292.51 from the Bluegrass Area Agency on Aging and Independent Living under Title IIIB ARPA grant for Lexington Senior Center. No match is required.

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an award of \$6,292.51 in Federal funds from the Bluegrass Area Agency on Aging and Independent Living, under Title IIIB of the American Rescue Plan Act (ARPA), for the Lexington Senior Center, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, authorizing the Mayor to execute any necessary Agreements related to these funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Aging and Disability Services, Stambaugh]

Notes:

Sponsors:

Enactment Date: 05/09/2024

Attachments: 24-Bluesheet Memo Sr Center, FW_ Bluegrass ARPA request IIIB for Fayette County bike and garden bed, BA 12945, Garden Bed Quotes, Recumbent Bike Quotes, RESO 0390-24 Second Title IIIB ARPA grant 4888-3106-1944 v.1.docx, R-213-2024

Enactment Number: R-213-2024

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	04/16/2024	Approved and Referred to Docket	Urban County Council	04/25/2024		Pass
2	Urban County Council	04/25/2024	Received First Reading	Urban County Council	05/09/2024		
2	Urban County Council	05/09/2024	Approved				Pass

Text of Legislative File 0390-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an award of \$6,292.51 in Federal funds from the Bluegrass Area Agency on Aging and Independent Living, under Title IIIB of the American Rescue Plan Act (ARPA), for the Lexington Senior Center, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, authorizing the Mayor to execute any necessary Agreements related to these funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Aging and Disability Services, Stambaugh]

Summary

Authorization to accept an award of Federal funds in the amount of \$6,292.51 from the Bluegrass Area Agency on Aging and Independent Living under Title IIIB ARPA Grant for the Lexington Senior Center. No match is required. (L0390-24) (Stambaugh/Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: Budget amendment 12945 in process.

Account Number: 3190-606102-6081-75801

This Fiscal Year Impact: \$6,292.51

Annual Impact: \$0

Project: SRCTZN_ARP2_2024

Activity: FED_GRANT

Budget Reference: 2024

Current Balance: BA in process



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

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

DATE: APRIL 4, 2024

**SUBJECT: Accept Award from the Bluegrass Area Agency on Aging and Independent
Living Title IIIB ARPA Grant for Lexington Senior Center**

Request: Council authorization to accept an award of federal funds in the amount of \$6,292.51 from the Bluegrass Area Agency on Aging and Independent Living under Title IIIB ARPA grant for Lexington Senior Center. No match is required.

Purpose of Request: The Lexington Senior Center submitted an application to the Bluegrass Area Agency on Aging and Independent Living on February 26, 2024. The Lexington Senior Center was awarded Title IIIB ARPA federal funds in the amount of \$6,292.51. Grant funds will be used to purchase a NuStep T4R Cross Trainer and 4 raised flower beds for use by participants at the Lexington Senior Center.

What is the cost in this budget year and future budget years? \$6,292.51 in federal funds is awarded for Fiscal Year 2024. No matching funds are required. Future years funding is dependent upon availability of funds.

Are the funds budgeted? Budget amendment is in process.

File Number: 0390-24

Director/Commissioner: Stambaugh/Allen-Bryant



From: Celeste Robinson <crobinson@bgadd.org>
Sent: Thursday, March 14, 2024 10:32 AM
To: Sean Wright <swright@lexingtonky.gov>; Kristina Stambaugh <kstambau@lexingtonky.gov>
Subject: FW: Bluegrass ARPA request IIIB for Fayette County bike and garden bed

[EXTERNAL] Use caution before clicking links and/or opening attachments.

Hello,

Your ARPA request for the Garden beds and recumbent bike are approved.

Please send me a copy of the receipt after your purchase and we will submit this for reimbursement.



Celeste Robinson, BSW

Director
Bluegrass AAAIL
699 Perimeter Drive | Lexington, KY 40517
859-629-5097

crobinson@bgadd.org



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From: McNew, Amanda M (CHFS DAIL DQL) <amanda.mcnew@ky.gov>
Sent: Thursday, March 14, 2024 10:03 AM
To: Celeste Robinson <crobinson@bgadd.org>
Cc: Wyatt, Angela M (CHFS DAIL DOS) <AngelaM.Wyatt@ky.gov>; Amy Metzger <amy.metzger@ky.gov>;

Sosa, Phyllis W (CHFS DAIL DQL) <Phyllis.Sosa@ky.gov>; tiffany.smither@ky.gov; Richardson, Lindsey B (CHFS DAIL DOS) <Lindsey.Richardson@ky.gov>; Edward Clark <edwardc.clark@ky.gov>; Marnie Mountjoy <marnie.mountjoy@ky.gov>

Subject: RE: Bluegrass ARPA request IIIB for Fayette County bike and garden bed

Celeste,

Your Fayette County ARPA request for the 4 accessible raised garden beds is APPROVED.
Your Fayette County ARPA request for a NuStep recumbent bike is APPROVED, as long as it will fit in the room in which it is intended for.

Important Reminders for all ADDs/AAILs:

- 1. Remember to follow KY Procurement laws and regulations for approved items.*
- 2. When you are approved to use Admin, remember that you must match those funds.*

Thanks,
Amanda

Amanda M. McNew

Administrative Specialist III
Division of Quality Living
Department for Aging and Independent Living

CONFIDENTIALITY NOTICE: This e-mail, including any attachments, is private and confidential and contains information intended to be conveyed only to the designated recipient(s). If you are not an intended recipient, please delete this e-mail, including attachments, and notify me by return e-mail. The unauthorized use, dissemination, distribution, or reproduction of this e-mail, including attachments, is prohibited and may be unlawful.

From: Wyatt, Angela M (CHFS DAIL DOS) <AngelaM.Wyatt@ky.gov>

Sent: Tuesday, February 27, 2024 11:15 AM

To: Metzger, Amy (CHFS DAIL) <Amy.Metzger@ky.gov>; Sosa, Phyllis W (CHFS DAIL DQL) <Phyllis.Sosa@ky.gov>; Smither, Tiffany L (CHFS DAIL DOS) <Tiffany.Smithther@ky.gov>; Richardson, Lindsey B (CHFS DAIL DOS) <Lindsey.Richardson@ky.gov>; Clark, Edward C (CHFS DAIL DQL) <EdwardC.Clark@ky.gov>; Mountjoy, Marnie (CHFS DAIL DQL) <Marnie.Mountjoy@ky.gov>

Cc: McNew, Amanda M (CHFS DAIL DQL) <amanda.mcnew@ky.gov>

Subject: FW: Bluegrass ARPA request IIIB for Fayette County bike and garden bed

****CAUTION** PDF attachments may contain links to malicious sites. Please contact the COT Service Desk ServiceCorrespondence@ky.gov for any assistance.**

Hello,

Attached is a Bluegrass IIIB ARPA request to purchase a recumbent bike and 4 raised garden beds for Fayette County.

The quotes are attached.

Thank you!

Angie

From: Celeste Robinson <crobinson@bgadd.org>

Sent: Monday, February 26, 2024 1:21 PM

To: Wyatt, Angela M (CHFS DAIL DOS) <AngelaM.Wyatt@ky.gov>

Subject: Bluegrass ARPA request IIIB for Fayette County bike and garden bed

****CAUTION** PDF attachments may contain links to malicious sites. Please contact the COT Service Desk ServiceCorrespondence@ky.gov for any assistance.**



Hello,

Here is a IIIB ARPA request for Fayette County.

Thank you,



Celeste Robinson, BSW

Director

Bluegrass AAAIL

699 Perimeter Drive | Lexington, KY 40517

859-629-5097

crobinson@bgadd.org



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LFUCG Budget Amendment Request Form

Requester: Moore,Celia E

Date: 04/08/2024

Status: Pending Approval

Amend Nbr: 12945

Business Unit: LFUCG Journal Date: 04/08/2024 Budget Period: 2024 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 3190	606102	6081	75801	Equipment Under \$5000	6,292.51	KSTAMBAU	059223	

▼ Revenue Accounts

[Personalize](#) | [Find](#) | [View All](#) | | First 1 of 1 Last

Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1 3190	606102	6081	44010	Intergovernmental - Federal	6,292.51	KSTAMBAU	059223	

► Personnel, Operating & Capital Accounts

► Revenue Accounts

Comments:

To establish grant budget for SRCTZN_ARP2_2024

Net Amend Amt: 0.00

Submit for Approval



BestNest.com

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1-877-562-1818 Toll Free
Call Center Hours:
Mon-Thurs 9:00-5:30
[Contact Us Online](#)

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Outdoor Living



Bird Houses



Bird Feeders



Trellises



Bats & Bats Houses



Other Wildlife



Seed, Suet & Food



GIR



New England Liberty Accessible Raised Garden Bed, 4'L x 2'W

Continue your lifelong gardening hobby for years to come using this New England Liberty Accessible Raised Garden Bed. This compact unit handily rests on a level surface, such as a patio or deck, and places the planting area at a fantastic, easily accessible height. The unit has been built using ADA standards as a guideline, its open base accommodating a standard height wheelchair. This allows you or your loved ones to keep growing their own flowers or herbs, enjoying therapeutic gardening. The side panels on this piece angle upward toward the back, holding plenty of soil and keeping the front area lower for ease in harvesting. Its square posts provide plenty of stability, and the white tone of the BPA free, food safe polymer body adds a bright look to any setting. This material also requires little maintenance, remaining beautiful for many seasons, and the rectangular planting area holds a few flowers or herbs with ease. Help your loved one maintain her or his independence and love of gardening with this Liberty Accessible Raised Garden Bed. Assembly required. Twenty year warranty.



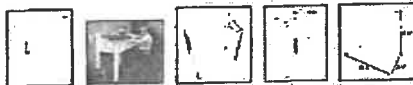
Dimensions: 49.5"L x 25.5"W x 47.375"H
Mounting: place on level surface
Construction: polymer
Mfg. Warranty: 20 year warranty
Brand: [New England Arbors](#)
Item Number: UAC-VA68240
Availability: In Stock. Ships from OH, 72 available at this price!
Shipping Weight: 55 lbs
SRP: \$599.99

~~Sale Price~~ **\$407.99**

Free Shipping

Enter Qty: 1 [Add to Cart](#)

Shipping Cost: To see the shipping cost for an item, click "Add to Cart" to add it to your cart. For expedited shipping costs, you must begin checkout and enter address information.



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[Outdoor Living](#) > [Plants & Lawn Care](#) > [Pots & Planters](#) > [Planter Beds](#)

[Outdoor Living](#) > [Plants & Lawn Care](#) > [Pots & Planters](#) > [Pots & Planters, Large, >19"](#)

Also Available

Related Items

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Google
Customer Reviews

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P.O. Box 398
Lewis Center, OH 43035
740-548-7033 - office
740-548-7044 - fax

Proposal

Proposal Number
29510

Proposal Date
2/22/2024

www.design2wellness.com

Bill To:
Lexington Senior Center
195 Life Lane
Lexington KY 40502

Ship To:
Lexington Senior Center
195 Life Lane
Lexington, KY 40502

Product #	Product Description	Qty	Unit Price	Total
45000	Nustep T4R Cross Trainer	1	4,295.00	4,295.00
Shipping	Shipping Charges from NuStep direct to customer with Liftgate Service. Once on site, D2W will go out an assemble the unit. Total sales tax calculated by AvaTax.	1	365.55	365.55
	3-5 Week Lead Time from Receipt of Signed Quote & PO. Lead times are subject to change.		0.00	0.00
Total				\$4,660.55

Chris Bingman
chris@design2wellness.com
mobile: 859-312-9063

Sales Representative

Customer Signature and Date

Terms:

Net 30

Proposal Expires On

3/22/2024

Please accept this signed quotation as a purchase order and acceptance of the price, terms and conditions below:
Standard terms are 50% deposit and balance due upon delivery or approved purchase orders.
All quotes are valid for 30 days from date of issue.
Restocking fees, storage fees or other penalties may be charged for cancellations, delays or returns.
For complete terms & conditions please visit design2wellness.com.



equipment | sales | service

P.O. Box 398
Lewis Center, OH 43035
740-548-7033 - office
740-548-7044 - fax

Proposal

Proposal Number

29510

Proposal Date

2/22/2024

www.design2wellness.com

Bill To:

Lexington Senior Center
195 Life Lane
Lexington KY 40502

Ship To:

Lexington Senior Center
195 Life Lane
Lexington, KY 40502

Product #	Product Description	Qty	Unit Price	Total
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Shipping	Shipping Charges from NuStep direct to customer with Liftgate Service. Once on site, D2W will go out and assemble the unit.	1	365.55	365.55
	Total sales tax calculated by AvaTax		0.00	0.00
	3-5 Week Lead Time from Receipt of Signed Quote & PO. Lead times are subject to change.			
Total				\$4,660.55

Chris Bingman
chris@design2wellness.com
mobile: 859-312-9063

Sales Representative

Customer Signature and Date

Terms:

Net 30

Please accept this signed quotation as a purchase order and acceptance of the price, terms and conditions below:

Standard terms are 50% deposit and balance due upon delivery or approved purchase orders.

All quotes are valid for 30 days from date of issue.

Restocking fees, storage fees or other penalties may be charged for cancellations, delays or returns.

For complete terms & conditions please visit design2wellness.com.

Proposal Expires On

3/22/2024

HOME USE

PROFESSIONAL USE

INTERNATIONAL



Cart

	Product	Price	Quantity	Subtotal
	 T4r	\$4,695.00	1	\$4,695.00

NuStep LLC
47700 Halyard Drive
Plymouth, MI 48170

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Accept All



T4r Recumbent Cross Trainer

[Visit the NuStep Store](#)

4.8

24 ratings

[Search this page](#)

Price: **\$4,695.00**

Brand	NuStep
Color	NuStep T4r Recumbent Cross Trainer
Product Dimensions	60"D x 27"W x 45"H
Material	Rubber
Resistance Mechanism	Magnetic

About this item

- Comfortable, 360-Degree swivel seat
- Adjustable Arm Handles
- Stable Foot Pedals
- Functional Features

[Report an issue with this product or seller](#)

\$4,695.00

FREE delivery March 19 - 25.

[Details](#)

Deliver to Lexington... - Lexington 40502

Usually ships within 13 to 14 days

Qty: 1

[Buying in bulk?](#)

[Add to Cart](#)

[Secure transaction](#)

Ships from and sold by [NuStep, LLC](#).

Return policy: [Eligible for Return, Refund or Replacement within 30 days of receipt](#)

Add a Protection Plan:

☐ [2 Year General Merchandise Protection Plan](#) for **\$120.99**

[Add to List](#)

[Click image to open expanded view](#)

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Frequently bought together



+



Total price: **\$4,725.32**

[Add both to Cart](#)

Sponsored

This item: NuStep T4r Recumbent Cross Trainer
\$4,695⁰⁰

SuperMats Made in U.S.A. for Indoor Cycles Recumbent Bikes Upright Exercise Bikes and...
\$30³²

One of these items ships sooner than the other.
[Show details](#)

4 stars and above

Sponsored ⓘ

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT AN AWARD OF \$6,292.51 IN FEDERAL FUNDS FROM THE BLUEGRASS AREA AGENCY ON AGING AND INDEPENDENT LIVING, UNDER TITLE IIIB OF THE AMERICAN RESCUE PLAN ACT (ARPA), FOR THE LEXINGTON SENIOR CENTER, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY AGREEMENTS RELATED TO THESE FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to accept an award from the Bluegrass Area Agency on Aging and Independent Living, of \$6,292.51 in federal funds under Title IIIB of the American Rescue Plan Act for the Lexington Senior Center, the acceptance of which does not obligate the Lexington-Fayette Urban County Government to the expenditure of funds.

Section 2 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreements related to these funds.

Section 3 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the grant budget established for this grant.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0390-24:BGS:4888-3106-1944, v. 1

RESOLUTION NO. 213 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT AN AWARD OF \$6,292.51 IN FEDERAL FUNDS FROM THE BLUEGRASS AREA AGENCY ON AGING AND INDEPENDENT LIVING, UNDER TITLE IIIB OF THE AMERICAN RESCUE PLAN ACT (ARPA), FOR THE LEXINGTON SENIOR CENTER, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY AGREEMENTS RELATED TO THESE FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to accept an award from the Bluegrass Area Agency on Aging and Independent Living, of \$6,292.51 in federal funds under Title IIIB of the American Rescue Plan Act for the Lexington Senior Center, the acceptance of which does not obligate the Lexington-Fayette Urban County Government to the expenditure of funds.

Section 2 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreements related to these funds.

Section 3 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the grant budget established for this grant.

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

PASSED URBAN COUNTY COUNCIL: May 9, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0390-24:BGS:4888-3106-1944, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0391-24

File ID: 0391-24

Type: Resolution

Status: Approved

Version: 2

Contract #: 209-2015

In Control: Urban County
Council

File Created: 04/05/2024

Final Action: 05/09/2024

File Name: Request Council authorization to execute Contract Modification No. 3 in the amount of \$46,000 with Palmer Engineering for an engineering study and report on the Town Branch Trail Phase V impacts to the Old Frankfort Pike landfill and an allowance for the

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Contract Modification No. 3 to the Engineering Services Agreement with Palmer Engineering, for additional engineering services related to the Town Branch Trail Phase V Project, for the Div. of Engineering, increasing the Contract by the sum of \$46,000, from \$740,002 to \$786,002. [Div. of Engineering, Burton]

Notes: CO 3 processed and filed in CCO. Copy given back to grants out folder. 5/21 AA

Sponsors:

Enactment Date: 05/09/2024

Attachments: 24-Blue Sheet TB Trail VI CM No. 3, 2024-03-27
Town Branch Trail Ph V - Contract Modification No.
3, 2024-03-27 Town Branch Trail Ph V - KYTC LPA
Change Order Form, RESO 391-24- Contract Mod 3
to Agreement with Palmer (TBT Phase V)
4884-8584-3896 v.1.docx, R-214-2024, Contract
#209-2015

Enactment Number: R-214-2024

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	04/16/2024	Approved and Referred to Docket	Urban County Council	04/25/2024		Pass
2	Urban County Council	04/25/2024	Received First Reading	Urban County Council	05/09/2024		
2	Urban County Council	05/09/2024	Approved				Pass

Text of Legislative File 0391-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Contract Modification No. 3 to the Engineering Services Agreement with Palmer Engineering, for additional engineering services related to the Town Branch Trail Phase V Project, for the Div. of Engineering, increasing the Contract by the sum of \$46,000, from \$740,002 to \$786,002. [Div. of Engineering, Burton]

Summary

Authorization to execute Contract Modification No. 3 in the amount of \$46,000 with Palmer Engineering for an engineering study and report on the Town Branch Trail Phase V impacts to the Old Frankfort Pike landfill and an allowance for the design-phase utility location services for an increased total Contract of \$786,002. Funds are Budgeted. (L0391-24) (Burton/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Ashleigh Bailey, 3/29/2024

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3160-303202-3225-90313

This Fiscal Year Impact: \$46,000

Annual Impact: \$0

Project: TOWNBRNC_2015

Activity: V_DES_A

Budget Reference: 2015

Current Balance: \$77,352.20



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

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

DATE: APRIL 4, 2024

SUBJECT: Contract Modification No. 3 for Town Branch Trail Phase 5

Request: Council authorization to execute Contract Modification No. 3 in the amount of \$46,000 with Palmer Engineering for an engineering study and report on the Town Branch Trail Phase V impacts to the Old Frankfort Pike landfill and an allowance for the design-phase utility location services for a new contract price of \$786,002.

Purpose of Request: On July 7, 2015 (Resolution 464-2015), Council authorized execution of an Engineering Service Agreement in the amount of \$666,502 with Palmer Engineering for design of Town Branch Trail Phase V (RFQ 18-2015). On February 9, 2017 (Resolution 77-2017), Council approved Contract Modification No. 1 for additional design services increasing the contract price to \$696,502. On July 5, 2022 (Resolution 349-2022), Council approved Contract Modification No. 2 for additional design services on Town Branch Trail Phase V increasing the contract to \$740,002.

Division of Engineering needs this additional action for the following:

- An engineering study and report concerning project impacts to the Old Frankfort Pike landfill.
- An allowance for the design-phase utility location services.

What is the cost in this budget year and future budget years? Cost in FY2024 is \$46,000. No additional funds are anticipated in future years.

Are the funds budgeted? Yes, 3160-303202-3225-90313 TOWNBRNC_2015 V_DES_A

File Number: 0391-24

Director/Commissioner: Burton/Albright



JUSTIFICATION FOR CHANGE

PROJECT: Town Branch Trail Phase 4&5

CONTRACT NO. 209-2015

CONTRACT MODIFICATION NO.: 3

1. Necessity for change: To fund a landfill impact study and hydroexcavating for utility locating along project corridor.
2. Is proposed change an alternate bid? ____Yes ☒ No
3. Will proposed change alter the physical size of the project? ____Yes ☒ No
If "Yes", explain.
4. Effect of this change on other prime contractors: N/A
5. Has consent of surety been obtained? ____Yes ☒ Not Necessary
6. Will this change affect expiration or extent of insurance coverage? ____Yes ☒ No
If "Yes", will the policies be extended? ____Yes ____No
7. Effect on operation and maintenance costs: N/A
8. Effect on contract completion date: N/A

Mayor_____
Date

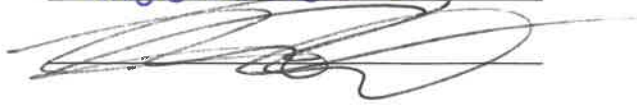
CONTRACT HISTORY FORM

Project Name Town Branch Trail Phase 4&5
Contractor: Palmer Engineering
Contract Number and Date: 209-2015 July 7, 2015
Responsible LFUCG Division: Engineering

CONTRACT AND MODIFICATION DETAILS

A. Original Contract Amount:	\$	<u>666,502.00</u>	
Next Lowest Bid Amount:			
<u>NA</u>			
B. Amount of Selected Alternate or Phase:	\$	<u></u>	
C. Cumulative Amount of All Previous Alternates or Phases:	\$	<u>666,502.00</u>	
D. Amended Contract Amount:	\$	<u>666,502.00</u>	
E. Cumulative Amount of All Previous Change Orders:	\$	<u>73,500.00</u>	<u>11.0%</u> (Line E / Line D)
F. Amount of This Change Order:	\$	<u>46,000.00</u>	<u>6.9%</u> (Line F / Line D)
G. Total Contract Amount:	\$	<u>786,002.00</u>	

SIGNATURES

Project Manager:		Date: <u>3-18-24</u>
Reviewed by:		Date: <u>03/18/24</u>
Division Director:		Date: <u>3/22/24</u>

Town Branch Phase 5 Contract Modification #3

Please find attached a price proposal for Contract Modification No. 3 for Town Branch Trail Phase 4 & 5 design services.

To insure the post-construction integrity of the closed Old Frankfort Pike landfill, we will subcontract Kenvirons to evaluate the project's short and long-term impact on the landfill, and provide a report of their findings. Kenvirons' price proposal is attached to this letter.

Due to the potential for multiple utility relocations within the project corridor and outside public right-of-way, we are proposing to perform physical utility locations at this stage to more accurately assess the potential for utility conflicts. Utilities within the areas identified in the attached scope will be clearly marked, then a subcontractor will hydro-excavate the identified utilities within each area. Surveyors will then collect horizontal and vertical data for each excavated utility, and the data will be added to the design drawings to further assess potential conflicts at each location. The utility location work is being proposed as an allowance and will be billed at a daily rate. The unit prices shown in the attached scope may vary from the actual work performed, e.g. Maintenance of Traffic may not be required on some work days. Unit pricing includes site restoration for excavation activities. Invoices for this contract modification will be based on actual amount billed by the subcontractor, but total cost of the utility location work for this contract modification is not to exceed \$36,000.

Landfill Impacts Report **\$10,000**

Subsurface Utility Locates (Daily) **\$36,000**

Survey	\$1,600
Utility Locating	\$3,400
Maintenance of Traffic	\$1,200
CAD Update	\$1,000

Assumes 2 locations per day @ \$7200/day for 10 locations

The areas to be located are:

1. 408+00 to 409+00
 - a. Locate the WM west of the proposed culvert and where it 90s south towards Bizzell Drive,
 - b. At the proposed culvert location and
 - c. East of the culvert where the proposed ditch crosses the WM
2. 412+00
 - a. Locate the WM at the proposed culvert location
3. 416+00 to 416+50
 - a. Locate the WM at the proposed 30" culvert location, and verify the extents of the encased WM
 - b. Locate where the WM tees to the north around 416+00
 - c. Verify the FO starts/ends at 416+50 as shown on the plans
4. 418+50 to 419+00
 - a. Locate the WM where it tees approximately at the same location as the proposed 24" culvert
 - b. Verify the extents of the encased WM
5. 453+50 to 454+50
 - a. Locate the WM where the proposed ditch is above the WM
6. 456+00 to 457+50
 - a. Locate the WM where the trail and proposed 36" culvert will cross the WM
 - b. Locate the sanitary line at approx.. 457+00 and verify it continues to the south
7. 465+50 (in ROW)

- a. Locate the buried FO line
8. 466+50 to 467+25 (in ROW)
 - a. Locate the WM to determine conflict with excavations for trail, ditch, and storm pipe/inlet
 - b. Locate the FO line to determine conflict with trail excavations
9. 469+75 (in ROW)
 - a. Locate the WM to determine conflict with proposed storm pipe/inlet
10. 471+25 to 471+52 (in ROW)
 - a. Locate the sanitary FM
 - b. Locate the WM
 - c. Locate the 60" RCP storm sewer south of the surface inlet
 - d. Locate the 72" storm sewer north of the surface inlet

Total Contract Modification \$46,000

Sincerely,



Stephen Sewell, PE, PTOE
Vice President

February 5, 2024

Mr. Stephen Sewell, PE, PTOE
Project Manager
Palmer Engineering
400 Shoppers Drive
Winchester, KY 40391

RE: LFUCG Town Branch Trail
Old Frankfort Pike Landfill Impacts Evaluation
Cost Proposal

Dear Mr. Sewell:

Kenvirons is pleased to submit this cost estimate to complete an evaluation of the Town Branch Trail bridge construction impacts on the Old Frankfort Pike landfill. The anticipated scope of work is based on your January 4, 2024 email, our meetings on January 5 and 26, 2024 and initial review of the project documents provided by yourself and Patrick Jorgensen (LFUCG).

Scope of Work

- Review provided record landfill drawing sets (July 29, 2004 and October 11, 2004).
- Review Town Branch Trail bridge construction documents (landfill cap penetration design, cap performance and impacts to subsurface landfill infrastructure).
- A professional engineer will perform a site visit to review existing cap conditions and features that may be relevant to the project. The site visit includes travel to the site and 2-hours of on-site time.
- Review correspondence from the Kentucky Division of Waste Management (KDWM) and their suggested landfill cap penetration seal recommendations.
- Evaluate constructability and expected performance of the KDWM recommended penetration seal and if there is a better solution. Research use of the recommended cap seal design and past performance data.

- Review construction documents for trail impacts to the landfill cap. This task will focus on cap disturbance related to excavation and maintaining minimum cap components, thicknesses and surface water controls.
- Provide specification support to Palmer Engineering for cap repairs, erosion prevention and cap disturbance restrictions for construction activities.
- Guidelines/suggestions for cap inspections during and post construction.
- Deliverables: Provide a project review summary and recommendation letter/report including potential cap penetration seal alternatives, if applicable.
- One (1) Teams meeting is included to review/discuss deliverables, if needed.

Estimated Project Cost

The estimated costs to perform the scope of work described above is as follows:

***Estimate Total* \$10,000.00**

If you should have any questions or need additional information, please feel free to contact me at 502-695-4357.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read 'Tim Oakes'.

Tim Oakes, P.E.
Vice President

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CONTRACT MODIFICATION NO. 3 TO THE ENGINEERING SERVICES AGREEMENT WITH PALMER ENGINEERING, FOR ADDITIONAL ENGINEERING SERVICES RELATED TO THE TOWN BRANCH TRAIL PHASE V PROJECT, FOR THE DIVISION OF ENGINEERING, INCREASING THE CONTRACT BY THE SUM OF \$46,000.00, FROM \$740,002.00 TO \$786,002.00.

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 Contract Modification No. 3, which is attached hereto and incorporated herein by reference, to the Engineering Services Agreement with Palmer Engineering, for additional engineering services related to the Town Branch Trail Phase V Project, for the Division of Engineering, increasing the contract price by the sum of \$46,000.00, from \$740,002.00 to \$786,002.00.

Section 2 – That an amount, not to exceed the sum of \$46,000.00, be and hereby is approved for payment to Palmer Engineering, from account # 3160-303202-3225-90313, pursuant to the terms of the Contract Modification.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0391-24:EPT:4884-8584-3896, v. 1

RESOLUTION NO. 214 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CONTRACT MODIFICATION NO. 3 TO THE ENGINEERING SERVICES AGREEMENT WITH PALMER ENGINEERING, FOR ADDITIONAL ENGINEERING SERVICES RELATED TO THE TOWN BRANCH TRAIL PHASE V PROJECT, FOR THE DIVISION OF ENGINEERING, INCREASING THE CONTRACT BY THE SUM OF \$46,000.00, FROM \$740,002.00 TO \$786,002.00.

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 Contract Modification No. 3, which is attached hereto and incorporated herein by reference, to the Engineering Services Agreement with Palmer Engineering, for additional engineering services related to the Town Branch Trail Phase V Project, for the Division of Engineering, increasing the contract price by the sum of \$46,000.00, from \$740,002.00 to \$786,002.00.

Section 2 – That an amount, not to exceed the sum of \$46,000.00, be and hereby is approved for payment to Palmer Engineering, from account # 3160-303202-3225-90313, pursuant to the terms of the Contract Modification.

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

PASSED URBAN COUNTY COUNCIL: May 9, 2024


MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0391-24:EPT:4884-8584-3896, v. 1

Town Branch Phase 5 Contract Modification #3

Please find attached a price proposal for Contract Modification No. 3 for Town Branch Trail Phase 4 & 5 design services.

To insure the post-construction integrity of the closed Old Frankfort Pike landfill, we will subcontract Kenvirons to evaluate the project's short and long-term impact on the landfill, and provide a report of their findings. Kenvirons' price proposal is attached to this letter.

Due to the potential for multiple utility relocations within the project corridor and outside public right-of-way, we are proposing to perform physical utility locations at this stage to more accurately assess the potential for utility conflicts. Utilities within the areas identified in the attached scope will be clearly marked, then a subcontractor will hydro-excavate the identified utilities within each area. Surveyors will then collect horizontal and vertical data for each excavated utility, and the data will be added to the design drawings to further assess potential conflicts at each location. The utility location work is being proposed as an allowance and will be billed at a daily rate. The unit prices shown in the attached scope may vary from the actual work performed, e.g. Maintenance of Traffic may not be required on some work days. Unit pricing includes site restoration for excavation activities. Invoices for this contract modification will be based on actual amount billed by the subcontractor, but total cost of the utility location work for this contract modification is not to exceed \$36,000.

Landfill Impacts Report **\$10,000**

Subsurface Utility Locates (Daily) **\$36,000**

Survey	\$1,600
Utility Locating	\$3,400
Maintenance of Traffic	\$1,200
CAD Update	\$1,000

Assumes 2 locations per day @ \$7200/day for 10 locations

The areas to be located are:

1. 408+00 to 409+00
 - a. Locate the WM west of the proposed culvert and where it 90s south towards Bizzell Drive,
 - b. At the proposed culvert location and
 - c. East of the culvert where the proposed ditch crosses the WM
2. 412+00
 - a. Locate the WM at the proposed culvert location
3. 416+00 to 416+50
 - a. Locate the WM at the proposed 30" culvert location, and verify the extents of the encased WM
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5. 453+50 to 454+50
 - a. Locate the WM where the proposed ditch is above the WM
6. 456+00 to 457+50
 - a. Locate the WM where the trail and proposed 36" culvert will cross the WM
 - b. Locate the sanitary line at approx.. 457+00 and verify it continues to the south
7. 465+50 (in ROW)

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
CONTRACT MODIFICATION

Date: March 18, 2024

Project: Town Branch Trail Phase 4&5

Location: Bizzell Dr. to Old Frankfort Pike MP 6.55

To (Contractor): Palmer Engineering
400 Shoppers Dr.
Winchester, KY 40391

Contract No: 209-2015

Contract Modification No: 3

You are hereby requested to comply with the following changes from the contract plans and specifications;

[illegible]

Total decrease	\$	-	
Total increase			\$ 46,000.00
Net (increase/decrease) in contract price			\$ 46,000.00

New Contract Amount = \$786,000.02

Recommended by	<u>[Signature]</u>	(Proj. Engr.)	Date	<u>3-18-24</u>
Accepted by	<u>[Signature]</u>	(Contractor)	Date	<u>3-21-24</u>
Approved by	<u>[Signature]</u>	(Urban Co. Engr.)	Date	<u>3/22/24</u>
Approved by	<u>[Signature]</u>	(Commissioner)	Date	<u>3/26/24</u>
Approved by	<u>[Signature]</u>	(Mayor or CAO)	Date	<u>5/17/24</u>

JUSTIFICATION FOR CHANGE

PROJECT: Town Branch Trail Phase 4&5

CONTRACT NO. 209-2015

CONTRACT MODIFICATION NO.: 3

1. Necessity for change: To fund a landfill impact study and hydroexcavating for utility locating along project corridor.
2. Is proposed change an alternate bid? ___Yes ___x___No
3. Will proposed change alter the physical size of the project? ___Yes ___x___No
If "Yes", explain.
4. Effect of this change on other prime contractors: N/A
5. Has consent of surety been obtained? ___Yes ___x___Not Necessary
6. Will this change affect expiration or extent of insurance coverage? ___Yes ___x___No
If "Yes", will the policies be extended? ___Yes ___No
7. Effect on operation and maintenance costs: N/A
8. Effect on contract completion date: N/A

Rinda Gorton

Mayor

5/17/2024

Date

CONTRACT HISTORY FORM

Project Name Town Branch Trail Phase 4&5

Contractor: Palmer Engineering

Contract Number and Date: 209-2015 July 7, 2015

Responsible LFUCG Division: Engineering

CONTRACT AND MODIFICATION DETAILS

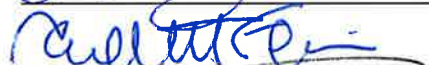
A. Original Contract Amount:	\$	<u>666,502.00</u>	
Next Lowest Bid Amount:			
<u>NA</u>			
B. Amount of Selected Alternate or Phase:	\$	<u> </u>	
C. Cumulative Amount of All Previous Alternates or Phases:	\$	<u>666,502.00</u>	
D. Amended Contract Amount:	\$	<u>666,502.00</u>	
E. Cumulative Amount of All Previous Change Orders:	\$	<u>73,500.00</u>	<u>11.0%</u>
			(Line E / Line D)
F. Amount of This Change Order:	\$	<u>46,000.00</u>	<u>6.9%</u>
			(Line F / Line D)
G. Total Contract Amount:	\$	<u>786,002.00</u>	

SIGNATURES

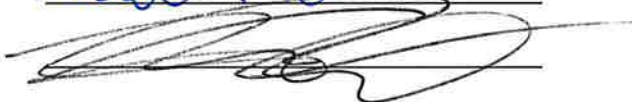
Project Manager:

Date: 3-18-24

Reviewed by:

Date: 03/18/24

Division Director:

Date: 3/22/24



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0392-24

File ID: 0392-24

Type: Resolution

Status: Approved

Version: 2

Contract #:

In Control: Urban County
Council

File Created: 04/05/2024

Final Action: 05/09/2024

File Name: Request Council authorization to accept an award in the amount of \$75,000 from the PNC Grow Up Great 20th Anniversary Grant to implement and/or enhance a high-quality, nature-based play and learning environment at the Family Care Center. No matching funds

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an award from the PNC Foundation of \$75,000 for the implementation and/or enhancement of a high-quality, nature-based play and learning environment in the Family Care Center, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Family Services, Horton-Holt]

Notes:

Sponsors:

Enactment Date: 05/09/2024

Attachments: 24-Bluesheet Memo FCC PNC Award, PNC Award Notice & Grant Terms, BA 12946, RESO 0392-24 PNC Grow-Up Grant 4881-0564-3960 v.1.docx, R-215-2024

Enactment Number: R-215-2024

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	04/16/2024	Approved and Referred to Docket	Urban County Council	04/25/2024		Pass
2	Urban County Council	04/25/2024	Received First Reading	Urban County Council	05/09/2024		
2	Urban County Council	05/09/2024	Approved				Pass

Text of Legislative File 0392-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an award from the PNC Foundation of \$75,000 for the implementation and/or enhancement of a high-quality, nature-based play and learning environment in the Family Care Center, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Family Services, Horton-Holt]

Summary

Authorization to accept an award in the amount of \$75,000 from the PNC Grow Up Great 20th Anniversary Grant to implement and/or enhance a high-quality, nature-based play and learning environment at the Family Care Center. No matching funds required. (L0392-24) (Horton-Holt/Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Ashleigh Bailey, 3/29/2024

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.

Account Number: 3300-606404-0001-91015

This Fiscal Year Impact: \$75,000

Annual Impact: \$0

Project: FCC_PNC_2024

Activity: OTH_GRANT

Budget Reference: 2024

Current Balance: BA in process



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

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

DATE: APRIL 4, 2024

SUBJECT: Accept Award from the PNC Foundation Grant for the Family Care Center

Request: Council authorization to accept an award in the amount of \$75,000 from the PNC Grow Up Great 20th Anniversary Grant to implement and/or enhance a high-quality, nature-based play and learning environment at the Family Care Center. No matching funds required.

Purpose of Request: The Family Care Center applied for the PNC Foundation Grow Up Great 20th Anniversary Grant and have been awarded \$75,000. The Family Care Center currently does not have a nature-based play and learning environment. The grant funds will be used to implement and/or enhance a high-quality, nature-based play and learning environment, such as an outdoor classroom or children's garden at the Family Care Center.

What is the cost in this budget year and future budget years? \$75,000 has been awarded for FY2024. No match is required. Future budget year's funds are dependent upon availability of grant funds.

Are the funds budgeted? Budget amendment is in process.

File Number: 0392-24

Director/Commissioner: Horton-Holt/Allen-Bryant



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Award Information

* indicates required field

The PNC Foundation is delighted to award the following Grantee the Grant Amount in accordance with the terms and conditions described below.

If this letter (the "Grant Award Letter") correctly sets forth the Grantee's understanding of and agreement to the terms and conditions of the Grant, please electronically sign this letter where indicated at the end of this online form, which will be sent back to the PNC Foundation. A PNC Foundation representative will electronically countersign the agreement once it has been confirmed. Please retain a copy of this Grant Award Letter for your files.

Grant Agreement Date 03/13/2024

Grantee Lexington Fayette Urban County Government

***Total Grant Amount** \$75,000.00

Save and Proceed

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Contact Information

* indicates required field

☒ **Match:** Check the box to associate this individual with this application.

Name: [SHELIA HORTON-HOLT](#)
Telephone #:
E-mail Address: shorton@lexingtonky.gov

☐ **Match:** Check the box to associate this individual with this application.

Name: [ALANA INSKO KELLEY](#)
Telephone #: 859-288-2927
E-mail Address: ainsko@lexingtonky.gov

☐ **Match:** Check the box to associate this individual with this application.

Name: [KRISTY STAMBAUGH](#)
Telephone #: 859-278-6072
E-mail Address: kstambau@lexingtonky.gov

Save and Proceed

Create New

[Need Support?](#)

Use of Grant Funds

* indicates required field

All Grant funds must be expended for charitable, scientific, literary, or educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, as amended (the "Code"), and more specifically for the Grant Project Title below, as described fully in your original grant application.

No part of the Grant may be used to intervene or participate in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

This Grant is made only for the purposes stated herein. The Grant funds, as well as any interest earned thereon, may not be expended for any other purpose, without the PNC Foundation's prior written approval.

No part of the Grant may be used to carry on propaganda or otherwise attempt to influence legislation, including the conduct of voter registration drives.

No part of the Grant may be used to pay preexisting debts or obligations of the Grantee or administrative expenses of the Grantee. Any funds not expended or committed for the purposes of the Grant within the Grant Term (as defined in the next section) must be returned to the PNC Foundation, together with any interest earned thereon.

Grant funds must be expended in accordance with the itemized budget attached in your original application. Any deviation from the line items within that itemized budget may not exceed the dollar amount below. Transfers within lines of the budget in excess of the following dollar amount must be pre-approved by the PNC Foundation. Note that reallocations to the administrative line item are not permitted.

*Grant Title Family Care Center Nature Based Playground

Pre-approval from PNC required for transfers in excess of this dollar amount: \$3,000.00

Do not exceed this dollar amount: \$3,000.00

Save and Proceed

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Grant Terms

* indicates required field

The Grant Term commences as of the date of this Grant Award Letter and ends on the date below, unless the Grantee obtains written permission from the PNC Foundation for an extension of the Grant Term and requests such extension more than sixty (60) days prior to the expiration of the Grant Term. The Grant Amount will be paid to the Grantee according to the following and installments shall be paid in accordance with the following schedule (dates are approximate):

Number of Installment Years	2
1st Installment Amount	\$37,500.00
1st Installment Date to be paid on or before	03/29/2024
2nd Installment Amount	\$37,500.00
2nd Installment Date to be paid on or before	03/12/2025
Grant Term End Date	03/16/2026

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Quality of Work

* indicates required field

Throughout the Grant Term, the PNC Foundation will monitor the quality of work performed under this Grant and the Grantee's progress toward achieving the stated goals of the Grant. The PNC Foundation is entitled to monitor Grant progress through on-site visits to the Grantee.

The Foundation may also require the Grantee to furnish evidence of Grant progress in addition to the information contained in the Grantee's Grant Report (as defined in the Reports, Records, and Acknowledgements Section), including but not limited to evidence of the Grantee's continued commitment of personnel to the work covered by the Grant.

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Certification of Tax Status

* indicates required field

The Grantee certifies that it holds a determination letter issued by the Internal Revenue Service recognizing the Grantee to be qualified under section 501(c)(3) of the Code and classified as a public charity under section 509(a)(1), section 509(a)(2), or section 509(a)(3)(B)(i) (a "Type 1" supporting organization), or section 509(a)(3)(B)(ii) (a Type 2 "supporting organization"), or Section 509(a)(3)(B)(iii) (a Type3 "functionally integrated organization").

That Grantee continues to qualify for such status. Grantee further certifies that receipt of this Grant shall not cause the Grantee to lose its classification as a public charity.

Alternatively, the Grantee certifies that the Grantee is a state or political subdivision within the meaning of section 170(c)(1) of the Code or a state college or university within the meaning of section 511(a)(2)(B) of the Code. The Grantee certifies that throughout the Grant Term, the Grantee shall comply with the provisions of the Code and the regulations thereunder.

The Grantee certifies that the Grantee will immediately inform the PNC Foundation concerning any change or challenge to the Grantee's tax status or public charity classification, or any change that would cause the Grantee to no longer qualify for the tax status and/or the public charity classification included in the determination letter submitted with this Grant Award Letter.

* Agreement to the tax status requirement ☐ I agree

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Reports, Records, and Acknowledgements

* indicates required field

Reports

The Grantee shall submit a report regarding the use of the Grant **within one year of the paid date** for each year that Grant funds have been provided (the "Evaluation Report"). This report will be submitted online; you will receive an automated notification when the report is available for you to access. The PNC Foundation, in its sole discretion, may request additional reports.

The Grantee acknowledges that it will make Grantee personnel available as the PNC Foundation may reasonably request to confer with PNC Foundation staff and consultants regarding expenditures, records, and progress towards the goals of the Grant.

* Agreement to Submit Report(s) ☐ I agree

Records

The Grantee shall maintain books and records relating to receipts and expenditures of the Grant funds, all Evaluation Reports submitted in accordance with this Grant Award Letter and supporting documentation for a period of four (4) years after the end of the Grant Term.

* Agreement to Maintain Records ☐ I agree

Acknowledgement of Support

The Grantee agrees to acknowledge the PNC Foundation's Grant in accordance with acknowledgements customarily given by Grantee for similar size grants. The PNC Foundation may include information on this Grant in its periodic public reports.

Recognition Files Please upload any and all forms of acknowledgement of the PNC Foundation's support to your organization. You may upload multiple files to this single field. Each file must be less than 10MB.

[Upload File](#)

* Acknowledgement of Support Agreement ☐ Acknowledged

[Save and Proceed](#)

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Withholding and Termination Rights

* indicates required field

The PNC Foundation reserves the right, in its absolute discretion, to withhold Grant funds or permanently terminate this Grant as a result of the Grantee's violation of the terms and conditions of this Grant Award Letter. Upon any such termination by the PNC Foundation, Grantee shall immediately return any unused portion of the Grant.

Save and Proceed

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- Final Approval

No Support of Terrorism

* indicates required field

The Grantee shall not promote or in any manner support terrorism, terrorist activities, the destruction of any state, or violence against the citizens of any state, nor shall the Grantee knowingly transact business with any entity that promotes or in any manner supports such actions.

* No Support of Terrorism Agreement ☐ I agree

Save and Proceed

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Welcome Page Award Information Contact Information Use of Grant Funds Grant Terms Quality of Work Certification of Tax Status Reports, Records, and Acknowledgements Withholding and Termination Rights No Support of Terrorism Final Approval

Final Approval

* indicates required field

This Grant Award Letter sets forth all the terms and conditions of the Grant and replaces all prior understandings and agreements. Amendments or modifications of this Grant Award Letter are only effective if made in writing and executed by authorized representatives of the Grantee and the PNC Foundation.

This Grant Award Letter will be construed in accordance with the laws of the Commonwealth of Pennsylvania.

* I acknowledge and agree to the terms and conditions set forth in this Grant Award Letter ☐ I acknowledge and agree

* Electronic Signature of Grantee

This section will be completed by a PNC Foundation representative AFTER you have signed and submitted the Letter of Agreement.

Save and Proceed

[Need Support?](#)

LFUCG Budget Amendment Request Form

Requester: Moore,Celia E Date: 04/08/2024 Status: Pending Approval Amend Nbr: 12946

Business Unit: LFUCG Journal Date: 04/08/2024 Budget Period: 2024 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 3300	606404	0001	91015	Park Area Renovation	75,000.00	059240	059223	

▼ Revenue Accounts

[Personalize](#) | [Find](#) | [View All](#) | | First 1 of 1 Last

Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1 3300	606404	0001	46750	Grant Revenue - Other	75,000.00	059240	059223	

▶ Project/Grant Revenue

▶ Project/Grant Expenditures

Comments:

To establish grant budget for FCC_PNC_2024.

Net Amend Amt: 0.00 Submit for Approval

RESOLUTION NO. ____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT AN AWARD FROM THE PNC FOUNDATION OF \$75,000.00 FOR THE IMPLEMENTATION AND/OR ENHANCEMENT OF A HIGH-QUALITY, NATURE-BASED PLAY AND LEARNING ENVIRONMENT IN THE FAMILY CARE CENTER, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to accept an award from the PNC Foundation of \$75,000.00 for the implementation and/or enhancement of a high-quality, nature-based play and learning environment at the Family Care Center, the acceptance of which does not obligate the Lexington-Fayette Urban County Government to the expenditure of funds.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the grant budget established for this grant.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0392-24:BGS:4881-0564-3960, v. 1

RESOLUTION NO. 215 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT AN AWARD FROM THE PNC FOUNDATION OF \$75,000.00 FOR THE IMPLEMENTATION AND/OR ENHANCEMENT OF A HIGH-QUALITY, NATURE-BASED PLAY AND LEARNING ENVIRONMENT IN THE FAMILY CARE CENTER, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to accept an award from the PNC Foundation of \$75,000.00 for the implementation and/or enhancement of a high-quality, nature-based play and learning environment at the Family Care Center, the acceptance of which does not obligate the Lexington-Fayette Urban County Government to the expenditure of funds.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the grant budget established for this grant.

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

PASSED URBAN COUNTY COUNCIL: May 9, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0392-24:BGS:4881-0564-3960, v. 1



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0393-24

File ID: 0393-24

Type: Resolution

Status: Approved

Version: 2

Contract #: 098-2024

In Control: Urban County
Council

File Created: 04/05/2024

Final Action: 04/25/2024

File Name: Request Council authorization to execute a Conditional Commitment letter for accepting an award of federal funding from the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds) in the amount of \$1,165,178 for the above referenced Consent

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Conditional Commitment Letter with the Ky. Infrastructure Authority to acknowledge and accept the commitment and its terms and conditions for an additional award of \$1,165,178 in Federal funds under the Ky. Cleaner Water Grant (American Rescue Plan Act Funds), for the installation of ultraviolet disinfection equipment at Town Branch and West Hickman Wastewater Treatment Plants, the acceptance of which does not obligate the Urban County Government to the expenditure of funds. [Div. of Water Quality, Martin]

Notes: In office and taken down to the MO for signature 5/2/2024. MS

Signed and CILOO filed in the CCO. Returned to Celia Moore via pick up 5/2/2024. MS

Sponsors:

Enactment Date: 04/25/2024

Attachments: 24-Blue Sheet Memo UV Project,
KIA_GrantCommitmentLetter_22CWS171, BA
12953, RESO 0393-24- Cleaner Water Grant
21CWS027 4884-9076-5240 v.1.docx, R-192-2024,
Contract #098-2024, Contract #098-2024

Enactment Number: R-192-2024

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	04/16/2024	Approved and Referred to Docket	Urban County Council	04/25/2024		Pass
2	Urban County Council	04/25/2024	Received First Reading	Urban County Council	04/25/2024		

2	Urban County Council	04/25/2024	Suspended Rules for Second Reading	Pass
2	Urban County Council	04/25/2024	Approved	Pass

Text of Legislative File 0393-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Conditional Commitment Letter with the Ky. Infrastructure Authority to acknowledge and accept the commitment and its terms and conditions for an additional award of \$1,165,178 in Federal funds under the Ky. Cleaner Water Grant (American Rescue Plan Act Funds), for the installation of ultraviolet disinfection equipment at Town Branch and West Hickman Wastewater Treatment Plants, the acceptance of which does not obligate the Urban County Government to the expenditure of funds. [Div. of Water Quality, Martin]

Summary

Authorization to execute a Conditional Commitment letter for accepting an award of federal funding from the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds) in the amount of \$1,165,178 for ultraviolet disinfection systems at both treatment plants, a Consent Decree project. This Grant funding is in addition to a prior Grant award for the same project. Based on current estimates, the sewer user fund will contribute \$2,465,727 towards the estimated \$15,499,000 total project cost. Budget amendment in process. (L0393-24) (Martin/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Evan Thompson, 4/4/2024

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.

Account Number: 3230-303401-3401-92711

This Fiscal Year Impact: \$1,165,178

Annual Impact: \$0

Project: UV_GRANT_2024

Activity: CONSTRUCT

Budget Reference: 2024

Current Balance:



TO: LINDA GORTON, MAYOR
URBAN COUNTY COUNCIL

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

DATE: April 4, 2024

SUBJECT: Acceptance of Award from Kentucky Cleaner Water Round 2 Grant from American Rescue Funds for Ultraviolet Disinfection Systems at Both Treatment Plants

Request: Council authorization to execute a Conditional Commitment letter for accepting an award of federal funding from the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds) in the amount of \$1,165,178 for the Consent Decree project. This grant funding is in addition to a prior grant award for the same project. Based on current estimates, the sewer user fund will contribute \$2,465,727 towards the estimated \$15,499,000 total project cost.

Purpose of Request: Kentucky Cleaner Water Grant 21CWS027 awarded \$11,868,095 for the design and construction of ultraviolet disinfection systems at each wastewater treatment plant. Construction cost estimates developed during the design phase determined that the original grant award was less than the estimated total project cost. Water Quality proposed that grant funding for a different, less critical treatment plant project (Grant 22CWS006) be reallocated to cover the estimated shortfall. The Kentucky Infrastructure Authority (KIA) approved this reallocation in the form of grant 22CWS171.

This project is part of the Consent Decree Remedial Measures Plan (RMP) project schedule approved by the Commonwealth and the U.S. Environmental Protection Agency (EPA). The project is scheduled for completion by December 31, 2026.

What is the cost in this budget year and future budget years? \$1,165,178 has been awarded for FY2024. No match is required. Future budget year's funds are dependent upon availability of grant funds.

Are the funds budgeted? Budget amendment is in process. Based on current estimates, \$2,465,727 will be needed from the sewer fund. Currently, \$2,090,822 is budgeted. Reconciliation of funds needed will occur once bids are opened. Current budgets are as follows:

- 3230 303401 3401 92711 UV_GRANT_2024 CONSTRUCT
- 4003 303401 3401 92711 TBWWTP_RMP

File Number: 0393-24

Director/Commissioner: Martin/Albright





KENTUCKY INFRASTRUCTURE AUTHORITY

Andy Beshear
Governor

100 Airport Road
Frankfort, Kentucky 40601
(502) 573-0260
<https://kia.ky.gov>

Sandy Williams
Executive Director

April 2, 2024

Linda Gorton
Mayor
Lexington-Fayette Urban County Government
200 E Main St
Lexington, KY 40507

KENTUCKY INFRASTRUCTURE AUTHORITY CONDITIONAL COMMITMENT LETTER

KIA Grant Number 22CWS171
WRIS Project Number SX21067064

Dear Official,

Congratulations on receiving an award of Kentucky Cleaner Water Program (the "CWP") Round 2 grant funds for your Project! The Kentucky Infrastructure Authority (the "Authority") approved the grant request to the Lexington-Fayette Urban County Government (the "Grantee") in the amount of \$1,165,178 for the UltraViolet (UV) Radiation WWTP Disinfection Retrofit project. We look forward to working with you to successfully complete your Project!

Please be aware that these Round 2 CWP Grant Project funds are provided through the American Rescue Plan Act of 2021, Coronavirus State Fiscal Recovery Fund and must be obligated by December 31, 2024 and fully expended by December 31, 2026. Any funds not obligated by December 31, 2024 or expended by December 31, 2026 will be forfeited and will not be available for the project.

An Assistance Agreement will be executed between the Authority and the Grantee upon satisfactory performance of the conditions set forth in Attachment A. Funds will be available for disbursement only after execution of the Assistance Agreement.

During the course of implementing your project, please inform the Authority of any changes in the project scope and financing plan as soon as possible.



We wish you every success for this project, which will benefit both your community and the Commonwealth as a whole.

Sincerely,



Sandy Williams,
Executive Director

Attachments

cc: Tiffany Rank, Project Administrator
Charles H Martin, Lexington Fayette Urban County Government
Karyn Leverenz, ADD Coordinator
Don Schierer, KIA Grant Analyst
File

Please sign and return a copy of this letter indicating your acknowledgement and acceptance of the commitment and its terms and conditions incorporated by reference and in the Attachments and Exhibits.

Accepted

Date

ATTACHMENT A
GRANT TERMS AND CONDITIONS

Lexington-Fayette Urban County Government

The Conditional Commitment Letter and a subsequent Assistance Agreement between the Grantee and the Kentucky Infrastructure Authority shall be subject, but not limited, to the timely compliance with the following terms and conditions.

Terms

1. The grant award shall not exceed \$1,165,178 and shall be used solely for the designated project, unless otherwise permitted in writing by the Authority. Any reallocation requests should request signature approval by the original consensus approval group.
2. The grant funds shall be obligated by December 31, 2024. Any grant funds not obligated by December 31, 2024 will not be available for use by the Grantee and will not be available for the project.
3. Grant funds obligated by December 31, 2024 must be expended by the Grantee by December 31, 2026. Any obligated funds not fully expended by December 31, 2026 will not be available for use by the Grantee and will not be available for the project.
4. The grant must be reviewed and approved by the Capital Projects and Bond Oversight Committee of the Kentucky Legislature prior to the Authority's execution of the Assistance Agreement.
5. The Assistance Agreement must be executed within six (6) months from project bid opening.
6. Grant funds will only be disbursed after execution of the Assistance Agreement as project costs are incurred.
7. All approvals required by the Kentucky Division of Water (DOW), if any, shall be obtained by the Grantee prior to project bid. All approvals required by the Kentucky Public Service Commission, if any, shall be obtained prior to commencement of project construction.
8. All acquisitions of easements or purchases of land shall be completed prior to commencement of construction.
9. Cleaner Water Program grant funds are federal funds. If more than \$750,000 of federal funds including all sources are disbursed to the Grantee in any one fiscal year, the Grantee is required to have a single or program-specific audit conducted

for that year in accordance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

10. If the grant funds are used in conjunction with any other federal funds including but not limited to programs of the EPA, USDA, HUD, CDBG, ARC or other federal agencies, the Cleaner Water Program funds shall comply with these agencies' program requirements, regulations, and laws such as compliance with the Davis-Bacon Act, the Federal Environmental Protection Act and others.
11. SAM.gov Requirements. Grantees are required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).
12. All correspondence and document sharing between the Authority and the Grantee shall be by email and portable document format (.pdf) attached to email.

Conditions

The following is a list of the standard conditions to be satisfied either prior to execution of the Assistance Agreement or incorporated in the Assistance Agreement. The Grantee shall provide completed documentation marked with the corresponding Exhibit Number related to each condition. Forms and document templates for each condition are provided in Attachment C. All required documentation must be submitted to the staff member of the Authority assigned to the Grantee.

1. The Project Profile (SX21067064) shall be updated to accurately reflect project data, including the budget and mapping information, effective as of the date certified in **Exhibit 1**.

Documentation of final funding commitments from all parties other than the Authority as identified on the Project Budget (Attachment B) and in the Budget Tab of the updated Project Profile shall be provided prior to execution of the Assistance Agreement and disbursement of grant funds. Any subsequent changes in the anticipated project funding shall be immediately reported to the Authority and may cause this grant to be subject to further consideration.

2. The Grantee shall obtain a Vendor Number from the Finance and Administration Cabinet of the Commonwealth of Kentucky and provide that Vendor Number to the Authority as **Exhibit 2**.
3. The project shall comply with the reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA). The Grantee shall complete the Transparency Act Reporting Information Form and return it to the Authority as **Exhibit 3**.

Exhibits 1 – 3 must be completed and returned to the Authority with this signed Conditional Commitment Letter.

After providing the Authority with the signed Conditional Commitment Letter and Exhibits 1 through 3, the Authority will forward to the Grantee the Grant Assistance Agreement. Upon completion by the Grantee of Exhibits 4, 5, and 7, the Authorized Official shall sign the Assistance Agreement and forward the Exhibits, with supporting documentation, and the signed Assistance Agreement to the Authority for execution. The Grantee shall continue to complete the remaining Exhibits (6 and 8 through 10).

4. After receiving the Grant Assistance Agreement: At an official meeting of its governing body, the Grantee shall approve acceptance of the Grant and the Assistance Agreement, amend its annual budget accordingly, and designate an Authorized Official to sign all appropriate documents. The resolution and the certificate of Recording Officer are submitted as **Exhibit 4**.
5. After receiving the Grant Assistance Agreement: Legal Counsel for the Grantee must provide an opinion to the Authority as to the legality of Grantee accepting the grant and approving the Assistance Agreement as **Exhibit 5**.
6. The Grantee shall contract with an Engineer licensed in Kentucky **Exhibit 6A** and agree to the fee amount limitation as determined by the most recent USDA Rural Development Utility Program Fee Guide by jointly signing **Exhibit 6B**.

The Grantee may request 50% of the engineering design fee as budgeted in the Project Profile when the Project plans and specifications are submitted to the Kentucky Division of Water (DOW). The balance of that fee may be requested once the Grantee provides a copy of the plans approval letter from DOW to the Authority.

7. The Grantee shall provide documentation of Kentucky eClearinghouse Endorsement and eClearinghouse Comments as **Exhibit 7**.

Any significant changes or additions to the Project, deviating from the original scope of work described in the Project Profile, may require a new or amended eClearinghouse Endorsement, as determined by the eClearinghouse or the Authority.

8. The Grantee shall submit the DOW Plans approval letter to the Authority as **Exhibit 8**.
9. The Grantee shall complete and submit the bid package (**Exhibit 9**) to the Authority within 14 days of bid opening, which bid package shall include:
 - a. Engineer's Approval of "as-bid" project budget, with Engineer's signature;
 - b. Affidavit of Publication with Tear Sheet of Advertisement;
 - c. Certified Bid Tabs with Engineer's seal, number and signature;
 - d. Clear Site Certificates for each parcel of real property and easements, with date and signatures of the Grantee (**Exhibit 9A**) and Title Counsel (**Exhibit 9B**).

10. The Grantee shall certify that its accounting system for water treatment and distribution and sewer service is maintained separately from its accounting for all other operations, and that its service rates are based on the cost of providing the service and, that its utility operations are audited at least every two years as **Exhibit 10**.
11. Upon project completion, the Grantee shall submit, to the Authority, the Certificate of Project Completion, signed by the project Engineer, the Authorized Official and the Project Administrator as **Exhibit 11**.

ATTACHMENT B
PROJECT BUDGET

CWP PROJECT BUDGET

Project Title: UltraViolet (UV) Radiation WWTP
Disinfection Retrofit

WRIS#: SX21067064

Project Budget: Estimated
enter date

As Bid
enter date

Revised
enter date

Cost Classification		CWP Grant 22CWS171	Funding Source 1	Funding Source 2	Funding Source 3	Funding Source 4	Funding Source 5	Local Funds	Unfunded Costs	Total
1	Administrative Expenses									
2	Legal Expenses									
3	Land, Appraisals, Easements									
4	Relocation Expense & Payments									
5	Planning									
6	Engineering Fees - Design									
7	Engineering Fees - Construction									
8	Engineering Fees - Inspection									
9	Engineering Fees - Other									
10	Construction									
11	Equipment									
12	Miscellaneous									
13	Contingencies									
	Total									

Funding Sources		Amount	Date Committed
1			
2			
3			
4			
5			
	Total		

Local Funding Sources		Amount	Date Committed
1			
2			
	Total		

Total Funding -

Construction Cost Categories	Funding Source	Total Cost
Treatment Secondary Portion		
Treatment Advanced Portion		
Inflow & Infiltration Correction		
Major Sewer Rehabilitation		
Collector Sewers		
Interceptor Sewers, including Pump Stations		
Combined Sewer Overflow Correction		
Stormwater		
Energy Conservation		
Water Conservation		
TOTAL CONSTRUCTION COSTS		

ATTACHMENT C

CWP GRANT CONDITIONS – COMPLIANCE FORMS & EXHIBITS

Note A: Exhibits 1 through 3 must be completed, signed electronically or manually, then scanned and emailed to THE AUTHORITY with the Grantee's signed Conditional Commitment Letter.

- Exhibit 1 Notification to The Authority of completed Review / Update of Project Profile
- Exhibit 2 Confirmation of Grantee Vendor Number – via KY Finance Cabinet Application
- Exhibit 3 Transparency Act Reporting Information Form

Note B: Upon receipt of the signed Conditional Commitment Letter, the Authority's verification of Exhibits 1-3, and approval by the Capital Projects and Bond Oversight Committee (CPBOC), the Authority will forward to the Grantee the Grant Assistance Agreement. AFTER receiving the Grant Assistance Agreement, the Grantee should complete Exhibits 4, 5, and 7. Then the Authorized Official may sign the Agreement and email it to the Authority with Exhibits 4, 5, and 7.

- Exhibit 4 Grantee Resolution (Accepting Grant, Approving Agreement, Amending Budget, Designating an Authorized Official) and Certificate of Recording Officer
- Exhibit 5 Opinion of Legal Counsel Relating to the Grantee Resolution
- Exhibit 7 Kentucky eClearinghouse Endorsement Letter with Comments.

Note C: The Grantee may request 50% of the engineering design fee (as budgeted in the Project Profile) upon receipt of Attachment B and Exhibits 1 thru 7 and may request the balance of the engineering design fee upon the Authority's receipt of Exhibit 8.

Attachment B CWP Project Budget

- Exhibit 6A Copy of the Engineering Services Contract
- Exhibit 6B Grantee & Engineer Fee Confirmation
- Exhibit 8 Copy of the DOW Approval Letter of Engineering Plans & Specifications.
- Exhibit 9 Bid Package: Engineer's Approval of "as-bid" project budget
 Affidavit of Newspaper Publication with Tear Sheet
 Certified Bid Tabs with Engineer's seal, number, and signature
- Exhibit 9A Clear Site Certificate – CWP Grantee.
- Exhibit 9B Clear Site Certificate – Title Attorney.
- Exhibit 10 Certification Regarding Utility Accounting, Cost-Based Rates and Auditing.
- Exhibit 11 Certificate of Project Completion.

EXHIBIT 1**CERTIFICATION OF PROJECT PROFILE REVIEW & UPDATE**

The Project Profile was reviewed and updated in the Water Resource Information System
as of _____ by the Grantee's Authorized Official and Project Administrator.

(date)

Project Administrator: _____

Grant Number: _____ **22CWS171**

EXHIBIT 2**EZ VENDOR REGISTRATION APPLICATION**

A Vendor Number must be obtained on-line through the Kentucky Cabinet for Finance and Administration. This Vendor Number is *required for Grantee to receive payments from the Authority.*

[Link to the Vendor Self Service Site](#)

The Grantee's Vendor Number is _____.

Project Administrator: _____

Grant Number: 22CWS171

EXHIBIT 3
TRANSPARENCY ACT REPORTING INFORMATION FORM
CLEANER WATER PROGRAM GRANT

This form is required for all utility entities with projects funded in whole or in part from the Cleaner Water Program Grant Fund. Please complete this form if your entity has a Unique Entity ID or as soon as you receive your Unique Entity ID and return it with the signed Conditional Commitment Letter you received from the Authority.

Grantee Information:

Grantee Name:	Lexington-Fayette Urban County Government
Unique Entity ID (generated by SAM.gov)*:	
KIA Grant Number:	22CWS171
CWP WRIS Project Number	SX21067064
Street Address	
City, State and Zip (Zip must include 4 digit extension)	
Federal Congressional District(s) of Grantee Utility Service Area:	

*If the Unique Entity ID provided above is registered under a different name than the recipient of the grant funding, please provide the registration name below:

Unique Entity ID Name	
-----------------------	--

*If the recipient has not yet obtained a Unique Entity ID, please do so upon receipt of the Authority's Conditional Commitment letter and provide notification to the Authority of the number once issued. For instructions on the Unique Entity ID registration, please see the link at the bottom of this page.

Physical Location of Project (Primary Place of Performance)

Street Address	
City, State and Zip (Zip must include 4 digit extension)	
Federal Congressional District(s) of Project Location	

Reliance upon Federal Assistance (please answer the below questions Yes or No):

Did recipient receive 80% or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) during the last fiscal year?	
Did recipient receive \$25 million or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) during the last fiscal year?	
Does the public have access to compensation of senior executives of the recipient through periodic reports filed under Section 13A or 15D of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986?	

Unique Entity ID Registration Information: <https://sam.gov>

EXHIBIT 4**RESOLUTION****RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ACCEPTING THE GRANT, APPROVING THE GRANT ASSISTANCE AGREEMENT, AUTHORIZING THE AMENDMENT OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS**

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the Lexington-Fayette Urban County Government (the "Grantee") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into an assistance agreement (the "Agreement") with the Authority.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Lexington-Fayette Urban County Government as follows:

SECTION 1. The Grantee hereby accepts the grant award and approves the Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 2. That _____, and Successors-in-Title, is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award, and to engage a qualified Project Administrator.

SECTION 3. That the Grantee hereby agrees and commits to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout.

SECTION 4. That this resolution shall take effect at the earliest time provided by law.

ADOPTED on _____, 202____.

LEXINGTON-FAYETTE **URBAN**
COUNTY GOVERNMENT

Authorized Signatory

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on _____, 202____; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on _____
_____, 202_____.

Secretary/Clerk

EXHIBIT 5**OPINION OF LEGAL COUNSEL
RELATING TO GRANTEE RESOLUTION**

(Content below to be placed on letterhead of Legal Counsel for Grantee)

(Date)

Kentucky Infrastructure Authority
100 Airport Road, Third Floor
Frankfort, Kentucky 40601

RE: Grant Assistance Agreement by and between Kentucky Infrastructure Authority and Grantee, dated as of _____, 202__.

Ms. Sandy Williams:

The undersigned is an attorney at law duly admitted to the practice of law in the Commonwealth of Kentucky and serves as legal counsel to the Lexington-Fayette Urban County Government, hereinafter referred to as the "Grantee". I am familiar with the organizational structure and operations of the Grantee and the laws of the Commonwealth applicable thereto. Additionally, I am familiar with the utility infrastructure project (the "Project") for which the Grant Assistance Agreement (the "Agreement") between the Kentucky Infrastructure Authority (the "Authority") and the Grantee is being authorized, executed and delivered.

I have reviewed the form of Agreement by and between the Authority and the Grantee and the legislation of the governing body authorizing the execution and delivery of said Agreement.

Based upon my review I am of the opinion that:

1) The Grantee is a (unit of local government, or a special purpose governmental entity or a corporation) of the Commonwealth of Kentucky duly organized and validly existing under the Constitution and statutes of the Commonwealth of Kentucky.

2) The Agreement has been duly executed and delivered by the Grantee and is a valid and binding obligation of the Grantee, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by equitable principles and by bankruptcy, reorganization, moratorium, insolvency, or similar laws heretofore or hereafter enacted relating to or affecting the enforcement of creditors' rights or remedies generally.

3) The Grantee has all necessary power and authority (i) to enter into, perform and consummate all transactions contemplated by the Agreement, and (ii) to execute and deliver the documents and instruments to be executed and delivered by it in connection with the construction of the Project.

4) The execution and delivery of the Agreement and the performance by the Grantee of its obligations thereunder does not and will not conflict with, violate, or constitute a default under any court or administrative order, decree or ruling, or any law, statute, ordinance or regulation, or any agreement, indenture, mortgage, lease, note or other obligation or instrument, binding upon the Grantee, or any of its properties or assets.

5) To the best of my knowledge after due inquiry there is no action, suit, proceedings or investigation at law or in equity before any court, public board or body pending or threatened against, affecting or questioning (i) the valid existence of the Grantee, (ii) the right or title of the members and officers of Grantee to their respective positions, (iii) the authorization, execution, delivery or enforceability of the Agreement or the application of any monies or security therefore, (iv) the construction of the Project, or (v) that would have a material adverse impact on the ability of the Grantee to perform its obligations under the Agreement.

6) None of the proceedings or authority heretofore had or taken by the Grantee for the authorization, execution or delivery of the Agreement has or have been repealed, rescinded, or revoked.

7) All proceedings and actions of the Grantee with respect to which the Agreement is to be delivered were in place or taken at meetings properly convened and held in substantial compliance with the applicable provisions of Sections 61.805 to 61.850 of the Kentucky Revised Statutes.

Respectfully,

EXHIBIT 6A
ENGINEERING SERVICES

If the Grantee's Project requires professional engineering services, such services shall be properly procured in accordance with KRS 45A.730 to 45A.750 and 2 CFR 200.317 through 2 CFR 200.327 (where applicable).

A copy of the Engineering Contract between the Grantee and the Engineer shall be submitted to the Authority, marked as **Exhibit 6A**.

Please check the box below that most closely describes your project. If additional comments need to be made, please provide comments in the blank area below or attach a separate sheet.

- ☐ This project requires an engineer and will have an engineering contract.
- ☐ This project was designed by an in-house engineer and will not have an engineering contract.
- ☐ This project does not require design by an engineer and will not have an engineering contract.

EXHIBIT 6B**GRANTEE & ENGINEER FEE CONFIRMATION**

The Authority requires that the Engineer's fee be calculated based on the Engineer's estimated net construction cost of the Project in conformance with the latest version of the USDA Rural Development Utility Program Fee Guide.

Consequently, when services of a professional engineer are required for the Grantee's Project, the Grantee and the Project Engineer must confirm, by signature below, that:

The Grantee and the Professional Engineer concur and hereby state that the total dollar amount for all professional engineering services provided to the Grantee by the Engineer relating to the Project, as set out in the Project Profile, to be paid in sum, cumulatively, over the course of Project implementation, shall be less than or not to exceed the fee amounts as set out in the approved Project Profile Budget, as determined by the Engineer. Higher amounts for materials costs and construction costs than those estimated as contained in the Project Profile, as may result from Project bidding, do not warrant an increase in Engineering Fees unless the Project must be re-bid or infrastructure components must be re-designed as a consequence of bid-price overages. Further, it is understood that any proposed amendment to the Engineering Contract, as relates to the Grantee's Project is subject to prior written approval of the Authority.

Grantee Authorized Official: _____
Signature

Professional Engineering Firm: _____

Professional Engineer: _____
Signature

Please check the box below if the project does not require a contract with an outside engineer. If additional comments need to be made, please provide comments in the blank area below or attach a separate sheet.

- ☐ This form does not apply because the project was designed by an in-house engineer or the project does not require design by an engineer.

EXHIBIT 7**COPY OF eCLEARINGHOUSE ENDORSEMENT LETTER WITH COMMENTS**

Note: In submitting the Project to the Kentucky eClearinghouse, be advised that the source of the Kentucky Cleaner Water Program funds is the American Rescue Plan Act of 2021, which established the Coronavirus State Fiscal Recovery Fund, and were appropriated through House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly.

For purposes of the KY eClearinghouse, these funds are listed in the Catalog of Federal Domestic Assistance as ALN 21.027

[Link to eClearinghouse](#)

EXHIBIT 8**COPY OF KENTUCKY DIVISION OF WATER APPROVAL LETTER
FOR
ENGINEER'S PROJECT PLANS & SPECIFICATIONS**

Please check the box below that most closely describes your project. If additional comments need to be made, please provide comments in the blank area below or attach a separate sheet.

- ☐ This project requires DOW approval and the approval letter is attached.
- ☐ This project does not require DOW approval and the approval letter is not applicable.

EXHIBIT 9**THE BID PACKAGE**

Provide a signed copy of each of the following elements of the Bid Package to the Authority within 14 days of bid opening:

- 1) Engineer's Approval of "as-bid" project budget, with Engineer's signature.
- 2) Affidavit of Newspaper Publication with Tear Sheet of Advertisement.
- 3) Certified Bid Tabs with Engineer's seal, number, and signature.

Please check the box below that most closely describes your project. If additional comments need to be made, please provide comments in the blank area below or attach a separate sheet.

- ☐ Procurement for this project requires the project to be bid. The bid package referred to above is attached.
- ☐ Procurement for this project falls under small purchase procurement and requires 3 quotes. The quotes are attached.
- ☐ Procurement for this project falls under a procurement master agreement. The master agreement is attached.
- ☐ Procurement for this project used another procurement type and is described below.

Other Procurement description: _____

EXHIBIT 9A**CLEAR SITE CERTIFICATE – CWP Grantee**

I _____, the Authorized Official of the Lexington-Fayette Urban County Government, certifies that the Grantee has acquired all real property, including easements and rights-of-way, that are or will be required for construction, (erection, extension, modification, addition) operation and maintenance of the utility infrastructure project identified above.

I certify that the Grantee will not use Cleaner Water Program Funds for the purchase of real property (including easements) unless the purchase is from a willing seller.

I certify that, if another water or wastewater entity is served by the Project identified above, either the Grantee cited above or the entity to be served has acquired real property including easements and rights-of-way required for the proposed service.

I certify that the Title Attorney's Certification given on the attached certificate covers all real property including easements and rights-of way required for construction, operation and maintenance of the Grantee's project identified above.

I further certify that all real property, including easements required for the Grantee's project identified above, was acquired in accordance with the requirements of the Surface Transportation and Uniform Relocation Assistance Act of 1987 as set forth in 49 CFR Part 24.

Dated this ____ day of _____, 20__

Grantee's Authorized Official

Title (Chairman, Mayor, Commissioner, Manager, Superintendent, etc.)

EXHIBIT 9B**CLEAR SITE CERTIFICATE – Title Attorney**

I, _____, an Attorney at Law, acting as Title Counsel to the Lexington-Fayette Urban County Government (the “Grantee”), the owner of the Project cited above, do hereby certify:

1. That I have investigated and ascertained the location of and am familiar with the legal description of the site or sites being provided by the Grantee for all elements of the Project identified above to be constructed (modified, extended, improved, altered) operated and maintained in and upon such site or sites.
2. That I have examined the deed records of the county or counties in which such Project is to be located, and in my opinion the Grantee has a legal and valid fee simple title or such other estate or interest in the site of the Project, including necessary easements and rights-of-way sufficient to assure undisturbed use and possession for the purpose of construction, operation and maintenance for the estimated life of the Project.
3. That any deeds or documents required to be recorded in order to protect the title of the owner and the interest of the Grantee have been duly recorded and filed of record wherever necessary.
4. If applicable, that the title to real property for which the Kentucky Infrastructure Authority funded the cost has been encumbered in accordance with the requirements of State and local law to adequately protect the interest of the Kentucky Infrastructure Authority.
5. Remarks:

Dated this ____ day of _____, 20__.

Attorney at Law: _____

Address: _____

EXHIBIT 10**CERTIFICATION REGARDING UTILITY ACCOUNTING , COST-BASED RATES
AND AUDITING**

I, the Authorized Official of the Lexington-Fayette Urban County Government (the "Grantee"), hereby certify that the Grantee agrees, as a condition of its Cleaner Water Program fund award, as follows:

- a) to establish and use a financial accounting system that accounts for the operations of water treatment and distribution separately from all other operations of the Grantee;
- b) to establish service rates based upon the cost of providing the service; and
- c) that the Authority may require an audit to be conducted of the Grantee's utility at least once every two (2) years.

Lexington-Fayette Urban County Government

Printed Name of Authorized Official

Signature of Authorized Official

Date

EXHIBIT 11**CERTIFICATE OF PROJECT COMPLETION**

Pursuant to the Grant Assistance Agreement between the Kentucky Infrastructure Authority (the "Authority") and the Lexington-Fayette Urban County Government (the "Grantee"), this certificate, signed by the Grantee's Engineer and the Grantee, confirms that the following Project implementation activities are complete.

1. The Project construction has been completed and payment in full has been made to all vendors and/or contractors for labor, services, materials, supplies, machinery, and equipment included in the Project, as appropriate.
2. The Project is complete and is available for the provision of services which are expected to commence on or about _____.
3. A set of Project construction plans, with hand-drawn illustrations and notations reflecting any changes and variances from the original plans, if any, has been delivered to the Project Administrator for use in updating the Water Resources Information System appropriately.

Project Engineer: _____

Date: _____

4. All lands, easements, rights of ways, temporary or permanent permits or other authorizations or clearances as well as necessary constructed structures or facilities in connection with the Project have been acquired, constructed, equipped, and installed and all costs and expenses incurred in connection therewith have been paid in full.

Authorized Official: _____

Project Administrator: _____

Date: _____

LFUCG Budget Amendment Request Form

Requester: Moore,Celia E Date: 04/09/2024 Status: Pending Approval Amend Nbr: 12953

Business Unit: LFUCG Journal Date: 04/09/2024 Budget Period: 2024 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	3230	303401	3401	92711	Construction-Treatment Plant	1,165,178.00	CHMARTIN	055143	

▼ Revenue Accounts

[Personalize](#) | [Find](#) | [View All](#) |  | First  1 of 1  Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3230	303401	3401	44010	Intergovernmental - Federal	1,165,178.00	CHMARTIN	055143	

▶ Project/Grant Revenue

▶ Project/Grant Expenditures

Comments:

To budget additional award from KY Clean Water Grant from American Rescue Plan Act (ARPA) on UV_GRANT_2022.

Net Amend Amt:

0.00 [Submit for Approval](#)[Save](#)[Add](#)

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A CONDITIONAL COMMITMENT LETTER WITH THE KENTUCKY INFRASTRUCTURE AUTHORITY TO ACKNOWLEDGE AND ACCEPT THE COMMITMENT AND ITS TERMS AND CONDITIONS FOR AN ADDITIONAL AWARD OF \$1,165,178.00 IN FEDERAL FUNDS UNDER THE KENTUCKY CLEANER WATER GRANT (AMERICAN RESCUE PLAN ACT FUNDS), FOR THE INSTALLATION OF ULTRAVIOLET DISINFECTION EQUIPMENT AT TOWN BRANCH AND WEST HICKMAN WASTEWATER TREATMENT PLANTS, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS.

WHEREAS, Kentucky Cleaner Water Grant 21CWS027 awarded \$11,868,095 for the design and construction of ultraviolet disinfection systems at Town Branch and West Hickman Wastewater Treatment Plants; and

WHEREAS, Kentucky Cleaner Water Grant 22CWS006 awarded \$1,165,178.00 for a different, less critical treatment plant project; and

WHEREAS, construction costs for the ultraviolet disinfection systems exceeded estimates, resulting in insufficient funds for the project; and

WHEREAS, the Lexington-Fayette Urban County Government and the Kentucky Infrastructure Authority agreed to reallocate all funds from Grant 22CWS006 to be used for the ultraviolet disinfection system project; and

WHEREAS, Kentucky Cleaner Water Grant 22CWS171 will award an additional \$1,165,178.00 for the design and construction of ultraviolet disinfection systems at Town Branch and West Hickman Wastewater Treatment Plants.

NOW, THEREFORE, 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 a Conditional Commitment Letter with the Kentucky Infrastructure Authority, which is attached hereto and incorporated herein by reference, to acknowledge and accept the commitment and its terms and conditions for an additional award of \$1,165,178.00 in federal funds under the Kentucky Cleaner Water Grant (American Rescue Plan Act funds), for the installation of ultraviolet disinfection equipment at the Town Branch and West Hickman Wastewater Treatment Plants, the acceptance of which does not obligate the Urban County Government to the

expenditure of funds.

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

PASSED URBAN COUNTY COUNCIL:

ATTEST:

MAYOR

CLERK OF URBAN COUNTY COUNCIL

0393-24:EPT:4884-9076-5240, v. 1

RESOLUTION NO. 192 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A CONDITIONAL COMMITMENT LETTER WITH THE KENTUCKY INFRASTRUCTURE AUTHORITY TO ACKNOWLEDGE AND ACCEPT THE COMMITMENT AND ITS TERMS AND CONDITIONS FOR AN ADDITIONAL AWARD OF \$1,165,178.00 IN FEDERAL FUNDS UNDER THE KENTUCKY CLEANER WATER GRANT (AMERICAN RESCUE PLAN ACT FUNDS), FOR THE INSTALLATION OF ULTRAVIOLET DISINFECTION EQUIPMENT AT TOWN BRANCH AND WEST HICKMAN WASTEWATER TREATMENT PLANTS, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS.

WHEREAS, Kentucky Cleaner Water Grant 21CWS027 awarded \$11,868,095 for the design and construction of ultraviolet disinfection systems at Town Branch and West Hickman Wastewater Treatment Plants; and

WHEREAS, Kentucky Cleaner Water Grant 22CWS006 awarded \$1,165,178.00 for a different, less critical treatment plant project; and

WHEREAS, construction costs for the ultraviolet disinfection systems exceeded estimates, resulting in insufficient funds for the project; and

WHEREAS, the Lexington-Fayette Urban County Government and the Kentucky Infrastructure Authority agreed to reallocate all funds from Grant 22CWS006 to be used for the ultraviolet disinfection system project; and

WHEREAS, Kentucky Cleaner Water Grant 22CWS171 will award an additional \$1,165,178.00 for the design and construction of ultraviolet disinfection systems at Town Branch and West Hickman Wastewater Treatment Plants.

NOW, THEREFORE, 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 a Conditional Commitment Letter with the Kentucky Infrastructure Authority, which is attached hereto and incorporated herein by reference, to acknowledge and accept the commitment and its terms and conditions for an additional award of \$1,165,178.00 in federal funds under the Kentucky Cleaner Water Grant (American Rescue Plan Act funds), for the installation of ultraviolet disinfection equipment at the Town Branch and West Hickman Wastewater Treatment Plants, the acceptance of which does not obligate the Urban County Government to the

expenditure of funds.

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

PASSED URBAN COUNTY COUNCIL: April 25, 2024

Linda Gorton

MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0393-24:EPT:4884-9076-5240, v. 1

CLEANER WATER GRANT INCREASE REQUEST

Requests are reviewed and approved case-by-case, based on funding availability. KIA will notify the grantees within 30 days of receipt of this request.

1. **LEGAL APPLICANT:** Lexington-Fayette Urban County Government
2. **CONTACT:** Tiffany Rank **PHONE:** (859) 425-2406 **EMAIL:** tiffanyr@lexingtonky.gov
3. **PROJECT TITLE:** Plant Engineering Manager
4. **EXISTING GRANT NUMBER:** 22CWS171 **WRIS NUMBER:** SX/WX SX21067064

- | | |
|---------------------------------|--------------------------|
| 5. CURRENT GRANT AMOUNT: | <u>\$1,165,178</u> |
| 6. REQUESTED INCREASE: | <u>\$116,518</u> |
| (up to 10% of grant amount) | <u>\$1,281,696</u> Total |

7. **REASON FOR GRANT INCREASE:**

- ☒ No additional work, bids came in higher than budgeted.
- ☒ Other

EXPLAIN:

Two factors influenced requested increase 1) additional, unforeseen work needed to relocate non-potable water intake to location downstream of UV process and the installation of improved effluent metering to provided accurate flow distribution across UV light banks and 2) increased equipment and material costs as projected by the engineer of record (Strand).

8. **REVISED BID SCHEDULE**

Bid Advertisement	<u>09/10/24</u>
Bid Opening	<u>10/22/24</u>
Contract Award	<u>12/05/24</u>
Construction Start	<u>01/02/25</u>
Construction End	<u>09/30/25</u>

To the best of my knowledge and belief, data contained in this increase request are true and correct; the document has been duly authorized by the legal applicant.

Linda Gorton, Mayor, Lexington-Fayette Urban Co. Go
Typed Name and Title

Linda Gorton
Signature of Legal Applicant

Approved by

Date

Date

Please attach bid to this request

CWP Project Budget

Grant #: _____

Project Title: _____

WRIS#: _____

Project Budget: Estimated

enter date

As Bid

enter date

Revised

enter date

Cost Classification	KIA GRANT	Funding Source 1	Funding Source 2	Funding Source 3	Funding Source 4	Funding Source 5	Local Funds	Unfunded Costs	Total
1 Administrative Expenses									
2 Legal Expenses									
3 Land, Appraisals, Easements									
4 Relocation Expenses & Payments									
5 Planning									
6 Engineering Fees – Design									
7 Engineering Fees – Construction									
8 Engineering Fees – Inspection									
9 Engineering Fees – Other									
10 Construction									
11 Equipment									
12 Miscellaneous									
13 Contingencies									
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Funding Sources	Amount	Date Committed
1		
2		
3		
4		
5		
Total	\$0	

Local Funding Sources	Amount	Date Committed
1		
2		
3		
Total	\$0	

Total Funding \$0

Cost Categories	Funding Source	Total Cost
Treatment (DW)		
Transmission and Distribution (DW)		
Transmission and Distribution - Lead Remediation (DW)		
Source (DW)		
Storage (DW)		
WWTP Secondary Portion (CW)		
WWTP Advanced Portion (CW)		
Inflow and Infiltration Correction (CW)		
Major Sewer Rehabilitation (CW)		
Collector Sewers (CW)		
Combined Sewer Overflow Correction (CW)		
Interceptor Sewers Including Pump Station (CW)		
Purchase of Systems (DW and CW)		
Restructuring (DW and CW)		
Land Acquisition (DW and CW)		
Total Costs		\$0

Project Cost Summary

Project Title: Ultra-Violet (UV) Radiation WWTP Disinfection Retrofit

WRIS#: SX21067064

Project Budget: Estimated 05/15/24 enter date

As Bid enter date

Revised enter date

Cost Classification	SRF KIA Loan	Funding Source 1	Funding Source 2	Funding Source 3	Funding Source 4	Funding Source 5	Local Funds	Unfunded Costs	Total
1 Administrative Expenses									
2 Legal Expenses									
3 Land, Appraisals, Easements									
4 Relocation Expenses & Payments									
5 Planning		84000							
6 Engineering Fees -- Design		402000	28000						
7 Engineering Fees -- Construction		250000							
8 Engineering Fees -- Inspection									
9 Engineering Fees -- Other		20000							
10 Construction		14022000	926000						
11 Equipment									
12 Miscellaneous									
13 Contingencies									
Total	\$0	\$14,778,000	\$954,000	\$0	\$0	\$0	\$0	\$0	\$15,732,000

Funding Sources	Amount	Date Committed
1 21CWS027	\$13,054,905	04/16/24
2 22CWS171	\$1,165,178	04/02/24
3		
4		
5		
Total	\$14,220,083	

Local Funding Sources	Amount	Date Committed
1 Use Fees		
2		
3		
Total	\$0	

Total \$15,732,000
Funding

Cost Categories	Funding Source	Total Cost
Treatment (DW)		
Transmission and Distribution (DW)		
Source (DW)		
THIS SECTION NOT APPLICABLE FOR FUND B OR C		
W		
WWTP Advanced Portion (CW)		
Inflow and Infiltration Correction (CW)		
Major Sewer Rehabilitation (CW)		
Collector Sewers (CW)		
Combined Sewer Overflow Correction (CW)		
Interceptor Sewers Including Pump Station (CW)		
Purchase of Systems (DW and CW)		
Restructuring (DW and CW)		
Land Acquisition (DW and CW)		
Total Costs		\$0

Celia Moore

From: Charles Martin
Sent: Tuesday, May 28, 2024 7:38 AM
To: Celia Moore
Cc: Tiffany Rank
Subject: FW: UV Budget Sheet
Attachments: 22CWS171 Grant Increase Request 05282024.pdf; Amended UV Budget without 10% increase to 22CWS171.pdf

Celia

Need a Mayor signature for the first attachment. Background

- Our UV project was the first funded project (21CWS027).
- Mayor signed the 10% increased funding request on 3/20/24.
- We were approved to reallocate 22CWS006 to make up the funding shortfall for the UV project. KIA gave it a new grant number 22CWS171.
- This form requests the 10% funding increase to further makeup the shortfall.

Clear as mud?

Charles H. Martin, P.E.
Director, LFUCG Division of Water Quality
(859) 425-2455



From: Tiffany Rank <tiffanyr@lexingtonky.gov>
Sent: Friday, May 24, 2024 9:23 AM
To: Charles Martin <chmartin@lexingtonky.gov>
Subject: UV Budget Sheet

Hi Charlie,

You did send me a file that was editable. Here is what it looks like now based on the April 12th Budget from Liz. The total project cost is \$15,732,000, instead of \$15,907,000.

I will put everything together for the submittal to KIA on Tuesday.

Have a nice weekend,
Tiffany Rank

Get [Outlook for Android](#)



KENTUCKY INFRASTRUCTURE AUTHORITY

Andy Beshear
Governor

100 Airport Road
Frankfort, Kentucky 40601
(502) 573-0260
<https://kia.ky.gov>

Sandy Williams
Executive Director

April 2, 2024

Linda Gorton
Mayor
Lexington-Fayette Urban County Government
200 E Main St
Lexington, KY 40507

**KENTUCKY INFRASTRUCTURE AUTHORITY
CONDITIONAL COMMITMENT LETTER**

KIA Grant Number 22CWS171
WRIS Project Number SX21067064

Dear Official,

Congratulations on receiving an award of Kentucky Cleaner Water Program (the "CWP") Round 2 grant funds for your Project! The Kentucky Infrastructure Authority (the "Authority") approved the grant request to the Lexington-Fayette Urban County Government (the "Grantee") in the amount of \$1,165,178 for the UltraViolet (UV) Radiation WWTP Disinfection Retrofit project. We look forward to working with you to successfully complete your Project!

Please be aware that these Round 2 CWP Grant Project funds are provided through the American Rescue Plan Act of 2021, Coronavirus State Fiscal Recovery Fund and must be obligated by December 31, 2024 and fully expended by December 31, 2026. Any funds not obligated by December 31, 2024 or expended by December 31, 2026 will be forfeited and will not be available for the project.

An Assistance Agreement will be executed between the Authority and the Grantee upon satisfactory performance of the conditions set forth in Attachment A. Funds will be available for disbursement only after execution of the Assistance Agreement.

During the course of implementing your project, please inform the Authority of any changes in the project scope and financing plan as soon as possible.



Linda Gorton
April 2, 2024
Page 2

22CWS171

We wish you every success for this project, which will benefit both your community and the Commonwealth as a whole.

Sincerely,



Sandy Williams,
Executive Director

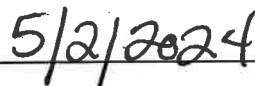
Attachments

cc: Tiffany Rank, Project Administrator
Charles H Martin, Lexington Fayette Urban County Government
Karyn Leverenz, ADD Coordinator
Don Schierer, KIA Grant Analyst
File

Please sign and return a copy of this letter indicating your acknowledgement and acceptance of the commitment and its terms and conditions incorporated by reference and in the Attachments and Exhibits.



Accepted



Date

ATTACHMENT A

GRANT TERMS AND CONDITIONS

Lexington-Fayette Urban County Government

The Conditional Commitment Letter and a subsequent Assistance Agreement between the Grantee and the Kentucky Infrastructure Authority shall be subject, but not limited, to the timely compliance with the following terms and conditions.

Terms

1. The grant award shall not exceed \$1,165,178 and shall be used solely for the designated project, unless otherwise permitted in writing by the Authority. Any reallocation requests should request signature approval by the original consensus approval group.
2. The grant funds shall be obligated by December 31, 2024. Any grant funds not obligated by December 31, 2024 will not be available for use by the Grantee and will not be available for the project.
3. Grant funds obligated by December 31, 2024 must be expended by the Grantee by December 31, 2026. Any obligated funds not fully expended by December 31, 2026 will not be available for use by the Grantee and will not be available for the project.
4. The grant must be reviewed and approved by the Capital Projects and Bond Oversight Committee of the Kentucky Legislature prior to the Authority's execution of the Assistance Agreement.
5. The Assistance Agreement must be executed within six (6) months from project bid opening.
6. Grant funds will only be disbursed after execution of the Assistance Agreement as project costs are incurred.
7. All approvals required by the Kentucky Division of Water (DOW), if any, shall be obtained by the Grantee prior to project bid. All approvals required by the Kentucky Public Service Commission, if any, shall be obtained prior to commencement of project construction.
8. All acquisitions of easements or purchases of land shall be completed prior to commencement of construction.
9. Cleaner Water Program grant funds are federal funds. If more than \$750,000 of federal funds including all sources are disbursed to the Grantee in any one fiscal year, the Grantee is required to have a single or program-specific audit conducted

for that year in accordance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

10. If the grant funds are used in conjunction with any other federal funds including but not limited to programs of the EPA, USDA, HUD, CDBG, ARC or other federal agencies, the Cleaner Water Program funds shall comply with these agencies' program requirements, regulations, and laws such as compliance with the Davis-Bacon Act, the Federal Environmental Protection Act and others.
11. SAM.gov Requirements. Grantees are required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).
12. All correspondence and document sharing between the Authority and the Grantee shall be by email and portable document format (.pdf) attached to email.

Conditions

The following is a list of the standard conditions to be satisfied either prior to execution of the Assistance Agreement or incorporated in the Assistance Agreement. The Grantee shall provide completed documentation marked with the corresponding Exhibit Number related to each condition. Forms and document templates for each condition are provided in Attachment C. All required documentation must be submitted to the staff member of the Authority assigned to the Grantee.

1. The Project Profile (SX21067064) shall be updated to accurately reflect project data, including the budget and mapping information, effective as of the date certified in **Exhibit 1**.

Documentation of final funding commitments from all parties other than the Authority as identified on the Project Budget (Attachment B) and in the Budget Tab of the updated Project Profile shall be provided prior to execution of the Assistance Agreement and disbursement of grant funds. Any subsequent changes in the anticipated project funding shall be immediately reported to the Authority and may cause this grant to be subject to further consideration.
2. The Grantee shall obtain a Vendor Number from the Finance and Administration Cabinet of the Commonwealth of Kentucky and provide that Vendor Number to the Authority as **Exhibit 2**.
3. The project shall comply with the reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA). The Grantee shall complete the Transparency Act Reporting Information Form and return it to the Authority as **Exhibit 3**.

Exhibits 1 – 3 must be completed and returned to the Authority with this signed Conditional Commitment Letter.

After providing the Authority with the signed Conditional Commitment Letter and Exhibits 1 through 3, the Authority will forward to the Grantee the Grant Assistance Agreement. Upon completion by the Grantee of Exhibits 4, 5, and 7, the Authorized Official shall sign the Assistance Agreement and forward the Exhibits, with supporting documentation, and the signed Assistance Agreement to the Authority for execution. The Grantee shall continue to complete the remaining Exhibits (6 and 8 through 10).

4. After receiving the Grant Assistance Agreement: At an official meeting of its governing body, the Grantee shall approve acceptance of the Grant and the Assistance Agreement, amend its annual budget accordingly, and designate an Authorized Official to sign all appropriate documents. The resolution and the certificate of Recording Officer are submitted as **Exhibit 4**.
5. After receiving the Grant Assistance Agreement: Legal Counsel for the Grantee must provide an opinion to the Authority as to the legality of Grantee accepting the grant and approving the Assistance Agreement as **Exhibit 5**.
6. The Grantee shall contract with an Engineer licensed in Kentucky **Exhibit 6A** and agree to the fee amount limitation as determined by the most recent USDA Rural Development Utility Program Fee Guide by jointly signing **Exhibit 6B**.

The Grantee may request 50% of the engineering design fee as budgeted in the Project Profile when the Project plans and specifications are submitted to the Kentucky Division of Water (DOW). The balance of that fee may be requested once the Grantee provides a copy of the plans approval letter from DOW to the Authority.

7. The Grantee shall provide documentation of Kentucky eClearinghouse Endorsement and eClearinghouse Comments as **Exhibit 7**.

Any significant changes or additions to the Project, deviating from the original scope of work described in the Project Profile, may require a new or amended eClearinghouse Endorsement, as determined by the eClearinghouse or the Authority.

8. The Grantee shall submit the DOW Plans approval letter to the Authority as **Exhibit 8**.
9. The Grantee shall complete and submit the bid package (**Exhibit 9**) to the Authority within 14 days of bid opening, which bid package shall include:
 - a. Engineer's Approval of "as-bid" project budget, with Engineer's signature;
 - b. Affidavit of Publication with Tear Sheet of Advertisement;
 - c. Certified Bid Tabs with Engineer's seal, number and signature;
 - d. Clear Site Certificates for each parcel of real property and easements, with date and signatures of the Grantee (**Exhibit 9A**) and Title Counsel (**Exhibit 9B**).

10. The Grantee shall certify that its accounting system for water treatment and distribution and sewer service is maintained separately from its accounting for all other operations, and that its service rates are based on the cost of providing the service and, that its utility operations are audited at least every two years as **Exhibit 10**.
11. Upon project completion, the Grantee shall submit, to the Authority, the Certificate of Project Completion, signed by the project Engineer, the Authorized Official and the Project Administrator as **Exhibit 11**.

**ATTACHMENT B
PROJECT BUDGET**

CWP PROJECT BUDGET

Project Title: UltraViolet (UV) Radiation WWTP
Disinfection Retrofit

WRIS#: SX21067064

Project Budget: Estimated

As Bid

Revised

enter date

enter date

enter date

Cost Classification		CWP Grant 22CWS171	Funding Source 1	Funding Source 2	Funding Source 3	Funding Source 4	Funding Source 5	Local Funds	Unfunded Costs	Total
1	Administrative Expenses									
2	Legal Expenses									
3	Land, Appraisals, Easements									
4	Relocation Expense & Payments									
5	Planning									
6	Engineering Fees - Design									
7	Engineering Fees - Construction									
8	Engineering Fees - Inspection									
9	Engineering Fees - Other									
10	Construction									
11	Equipment									
12	Miscellaneous									
13	Contingencies									
	Total									

Funding Sources	Amount	Date Committed
1		
2		
3		
4		
5		
Total		

Local Funding Sources	Amount	Date Committed
1		
2		
Total		

Total Funding

Construction Cost Categories	Funding Source	Total Cost
Treatment Secondary Portion		
Treatment Advanced Portion		
Inflow & Infiltration Correction		
Major Sewer Rehabilitation		
Collector Sewers		
Interceptor Sewers, including Pump Stations		
Combined Sewer Overflow Correction		
Stormwater		
Energy Conservation		
Water Conservation		
TOTAL CONSTRUCTION COSTS		

ATTACHMENT C

CWP GRANT CONDITIONS – COMPLIANCE FORMS & EXHIBITS

Note A: Exhibits 1 through 3 must be completed, signed electronically or manually, then scanned and emailed to THE AUTHORITY with the Grantee's signed Conditional Commitment Letter.

- Exhibit 1 Notification to The Authority of completed Review / Update of Project Profile
- Exhibit 2 Confirmation of Grantee Vendor Number – via KY Finance Cabinet Application
- Exhibit 3 Transparency Act Reporting Information Form

Note B: Upon receipt of the signed Conditional Commitment Letter, the Authority's verification of Exhibits 1-3, and approval by the Capital Projects and Bond Oversight Committee (CPBOC), the Authority will forward to the Grantee the Grant Assistance Agreement. AFTER receiving the Grant Assistance Agreement, the Grantee should complete Exhibits 4, 5, and 7. Then the Authorized Official may sign the Agreement and email it to the Authority with Exhibits 4, 5, and 7.

- Exhibit 4 Grantee Resolution (Accepting Grant, Approving Agreement, Amending Budget, Designating an Authorized Official) and Certificate of Recording Officer
- Exhibit 5 Opinion of Legal Counsel Relating to the Grantee Resolution
- Exhibit 7 Kentucky eClearinghouse Endorsement Letter with Comments.

Note C: The Grantee may request 50% of the engineering design fee (as budgeted in the Project Profile) upon receipt of Attachment B and Exhibits 1 thru 7 and may request the balance of the engineering design fee upon the Authority's receipt of Exhibit 8.

Attachment B CWP Project Budget

- Exhibit 6A Copy of the Engineering Services Contract
- Exhibit 6B Grantee & Engineer Fee Confirmation
- Exhibit 8 Copy of the DOW Approval Letter of Engineering Plans & Specifications.
- Exhibit 9 Bid Package: Engineer's Approval of "as-bid" project budget
 Affidavit of Newspaper Publication with Tear Sheet
 Certified Bid Tabs with Engineer's seal, number, and signature
- Exhibit 9A Clear Site Certificate – CWP Grantee.
- Exhibit 9B Clear Site Certificate – Title Attorney.
- Exhibit 10 Certification Regarding Utility Accounting, Cost-Based Rates and Auditing.
- Exhibit 11 Certificate of Project Completion.

EXHIBIT 1

CERTIFICATION OF PROJECT PROFILE REVIEW & UPDATE

The Project Profile was reviewed and updated in the Water Resource Information System
as of _____ by the Grantee's Authorized Official and Project Administrator.
(date)

Project Administrator: _____

Grant Number: 22CWS171

EXHIBIT 2**EZ VENDOR REGISTRATION APPLICATION**

A Vendor Number must be obtained on-line through the Kentucky Cabinet for Finance and Administration. This Vendor Number is *required for Grantee to receive payments from the Authority.*

[Link to the Vendor Self Service Site](#)

The Grantee's Vendor Number is _____.

Project Administrator: _____

Grant Number: 22CWS171

EXHIBIT 3
TRANSPARENCY ACT REPORTING INFORMATION FORM
CLEANER WATER PROGRAM GRANT

This form is required for all utility entities with projects funded in whole or in part from the Cleaner Water Program Grant Fund. Please complete this form if your entity has a Unique Entity ID or as soon as you receive your Unique Entity ID and return it with the signed Conditional Commitment Letter you received from the Authority.

Grantee Information:

Grantee Name:	Lexington-Fayette Urban County Government
Unique Entity ID (generated by SAM.gov)*:	
KIA Grant Number:	22CWS171
CWP WRIS Project Number	SX21067064
Street Address	
City, State and Zip (Zip must include 4 digit extension)	
Federal Congressional District(s) of Grantee Utility Service Area:	

*If the Unique Entity ID provided above is registered under a different name than the recipient of the grant funding, please provide the registration name below:

Unique Entity ID Name	
-----------------------	--

*If the recipient has not yet obtained a Unique Entity ID, please do so upon receipt of the Authority's Conditional Commitment letter and provide notification to the Authority of the number once issued. For instructions on the Unique Entity ID registration, please see the link at the bottom of this page.

Physical Location of Project (Primary Place of Performance)

Street Address	
City, State and Zip (Zip must include 4 digit extension)	
Federal Congressional District(s) of Project Location	

Reliance upon Federal Assistance (please answer the below questions Yes or No):

Did recipient receive 80% or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) during the last fiscal year?	
Did recipient receive \$25 million or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) during the last fiscal year?	
Does the public have access to compensation of senior executives of the recipient through periodic reports filed under Section 13A or 15D of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986?	

Unique Entity ID Registration Information: <https://sam.gov>

EXHIBIT 4**RESOLUTION****RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ACCEPTING THE GRANT, APPROVING THE GRANT ASSISTANCE AGREEMENT, AUTHORIZING THE AMENDMENT OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS**

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the Lexington-Fayette Urban County Government (the "Grantee") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into an assistance agreement (the "Agreement") with the Authority.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Lexington-Fayette Urban County Government as follows:

SECTION 1. The Grantee hereby accepts the grant award and approves the Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 2. That Linda Gorton, and Successors-in-Title, is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award, and to engage a qualified Project Administrator.

SECTION 3. That the Grantee hereby agrees and commits to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout.

SECTION 4. That this resolution shall take effect at the earliest time provided by law.

ADOPTED on 4/25/, 2024.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

Linda Horton
Authorized Signatory

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on _____, 202____; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on _____
_____, 202____.

Secretary/Clerk

EXHIBIT 5**OPINION OF LEGAL COUNSEL
RELATING TO GRANTEE RESOLUTION**

(Content below to be placed on letterhead of Legal Counsel for Grantee)

(Date)

Kentucky Infrastructure Authority
100 Airport Road, Third Floor
Frankfort, Kentucky 40601

RE: Grant Assistance Agreement by and between Kentucky Infrastructure Authority
and Grantee, dated as of _____, 202__.

Ms. Sandy Williams:

The undersigned is an attorney at law duly admitted to the practice of law in the Commonwealth of Kentucky and serves as legal counsel to the Lexington-Fayette Urban County Government, hereinafter referred to as the "Grantee". I am familiar with the organizational structure and operations of the Grantee and the laws of the Commonwealth applicable thereto. Additionally, I am familiar with the utility infrastructure project (the "Project") for which the Grant Assistance Agreement (the "Agreement") between the Kentucky Infrastructure Authority (the "Authority") and the Grantee is being authorized, executed and delivered.

I have reviewed the form of Agreement by and between the Authority and the Grantee and the legislation of the governing body authorizing the execution and delivery of said Agreement.

Based upon my review I am of the opinion that:

1) The Grantee is a (unit of local government, or a special purpose governmental entity or a corporation) of the Commonwealth of Kentucky duly organized and validly existing under the Constitution and statutes of the Commonwealth of Kentucky.

2) The Agreement has been duly executed and delivered by the Grantee and is a valid and binding obligation of the Grantee, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by equitable principles and by bankruptcy, reorganization, moratorium, insolvency, or similar laws heretofore or hereafter enacted relating to or affecting the enforcement of creditors' rights or remedies generally.

3) The Grantee has all necessary power and authority (i) to enter into, perform and consummate all transactions contemplated by the Agreement, and (ii) to execute and deliver the documents and instruments to be executed and delivered by it in connection with the construction of the Project.

4) The execution and delivery of the Agreement and the performance by the Grantee of its obligations thereunder does not and will not conflict with, violate, or constitute a default under any court or administrative order, decree or ruling, or any law, statute, ordinance or regulation, or any agreement, indenture, mortgage, lease, note or other obligation or instrument, binding upon the Grantee, or any of its properties or assets.

5) To the best of my knowledge after due inquiry there is no action, suit, proceedings or investigation at law or in equity before any court, public board or body pending or threatened against, affecting or questioning (i) the valid existence of the Grantee, (ii) the right or title of the members and officers of Grantee to their respective positions, (iii) the authorization, execution, delivery or enforceability of the Agreement or the application of any monies or security therefore, (iv) the construction of the Project, or (v) that would have a material adverse impact on the ability of the Grantee to perform its obligations under the Agreement.

6) None of the proceedings or authority heretofore had or taken by the Grantee for the authorization, execution or delivery of the Agreement has or have been repealed, rescinded, or revoked.

7) All proceedings and actions of the Grantee with respect to which the Agreement is to be delivered were in place or taken at meetings properly convened and held in substantial compliance with the applicable provisions of Sections 61.805 to 61.850 of the Kentucky Revised Statutes.

Respectfully,

EXHIBIT 6A
ENGINEERING SERVICES

If the Grantee's Project requires professional engineering services, such services shall be properly procured in accordance with KRS 45A.730 to 45A.750 and 2 CFR 200.317 through 2 CFR 200.327 (where applicable).

A copy of the Engineering Contract between the Grantee and the Engineer shall be submitted to the Authority, marked as **Exhibit 6A**.

Please check the box below that most closely describes your project. If additional comments need to be made, please provide comments in the blank area below or attach a separate sheet.

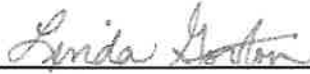
- ☐ This project requires an engineer and will have an engineering contract.
- ☐ This project was designed by an in-house engineer and will not have an engineering contract.
- ☐ This project does not require design by an engineer and will not have an engineering contract.

EXHIBIT 6B**GRANTEE & ENGINEER FEE CONFIRMATION**

The Authority requires that the Engineer's fee be calculated based on the Engineer's estimated net construction cost of the Project in conformance with the latest version of the USDA Rural Development Utility Program Fee Guide.

Consequently, when services of a professional engineer are required for the Grantee's Project, the Grantee and the Project Engineer must confirm, by signature below, that:

The Grantee and the Professional Engineer concur and hereby state that the total dollar amount for all professional engineering services provided to the Grantee by the Engineer relating to the Project, as set out in the Project Profile, to be paid in sum, cumulatively, over the course of Project implementation, shall be less than or not to exceed the fee amounts as set out in the approved Project Profile Budget, as determined by the Engineer. Higher amounts for materials costs and construction costs than those estimated as contained in the Project Profile, as may result from Project bidding, do not warrant an increase in Engineering Fees unless the Project must be re-bid or infrastructure components must be re-designed as a consequence of bid-price overages. Further, it is understood that any proposed amendment to the Engineering Contract, as relates to the Grantee's Project is subject to prior written approval of the Authority.

Grantee Authorized Official: 
Signature

Professional Engineering Firm: _____

Professional Engineer: _____
Signature

Please check the box below if the project does not require a contract with an outside engineer. If additional comments need to be made, please provide comments in the blank area below or attach a separate sheet.

- ☐ This form does not apply because the project was designed by an in-house engineer or the project does not require design by an engineer.

EXHIBIT 7

COPY OF eCLEARINGHOUSE ENDORSEMENT LETTER WITH COMMENTS

Note: In submitting the Project to the Kentucky eClearinghouse, be advised that the source of the Kentucky Cleaner Water Program funds is the American Rescue Plan Act of 2021, which established the Coronavirus State Fiscal Recovery Fund, and were appropriated through House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly.

For purposes of the KY eClearinghouse, these funds are listed in the Catalog of Federal Domestic Assistance as ALN 21.027

[Link to eClearinghouse](#)

EXHIBIT 8**COPY OF KENTUCKY DIVISION OF WATER APPROVAL LETTER
FOR
ENGINEER'S PROJECT PLANS & SPECIFICATIONS**

Please check the box below that most closely describes your project. If additional comments need to be made, please provide comments in the blank area below or attach a separate sheet.

- ☐ This project requires DOW approval and the approval letter is attached.
- ☐ This project does not require DOW approval and the approval letter is not applicable.

EXHIBIT 9**THE BID PACKAGE**

Provide a signed copy of each of the following elements of the Bid Package to the Authority within 14 days of bid opening:

- 1) Engineer's Approval of "as-bid" project budget, with Engineer's signature.
- 2) Affidavit of Newspaper Publication with Tear Sheet of Advertisement.
- 3) Certified Bid Tabs with Engineer's seal, number, and signature.

Please check the box below that most closely describes your project. If additional comments need to be made, please provide comments in the blank area below or attach a separate sheet.

- ☐ Procurement for this project requires the project to be bid. The bid package referred to above is attached.
- ☐ Procurement for this project falls under small purchase procurement and requires 3 quotes. The quotes are attached.
- ☐ Procurement for this project falls under a procurement master agreement. The master agreement is attached.
- ☐ Procurement for this project used another procurement type and is described below.

Other Procurement description: _____

EXHIBIT 9A

CLEAR SITE CERTIFICATE – CWP Grantee

I Linda Gorton, the Authorized Official of the Lexington-Fayette Urban County Government, certifies that the Grantee has acquired all real property, including easements and rights-of-way, that are or will be required for construction, (erection, extension, modification, addition) operation and maintenance of the utility infrastructure project identified above.

I certify that the Grantee will not use Cleaner Water Program Funds for the purchase of real property (including easements) unless the purchase is from a willing seller.

I certify that, if another water or wastewater entity is served by the Project identified above, either the Grantee cited above or the entity to be served has acquired real property including easements and rights-of-way required for the proposed service.

I certify that the Title Attorney's Certification given on the attached certificate covers all real property including easements and rights-of way required for construction, operation and maintenance of the Grantee's project identified above.

I further certify that all real property, including easements required for the Grantee's project identified above, was acquired in accordance with the requirements of the Surface Transportation and Uniform Relocation Assistance Act of 1987 as set forth in 49 CFR Part 24.

Dated this 2nd day of May, 2024

Linda Gorton

Grantee's Authorized Official

Mayor

Title (Chairman, Mayor, Commissioner, Manager, Superintendent, etc.)

EXHIBIT 9B**CLEAR SITE CERTIFICATE – Title Attorney**

I, _____, an Attorney at Law, acting as Title Counsel to the Lexington-Fayette Urban County Government (the "Grantee"), the owner of the Project cited above, do hereby certify:

1. That I have investigated and ascertained the location of and am familiar with the legal description of the site or sites being provided by the Grantee for all elements of the Project identified above to be constructed (modified, extended, improved, altered) operated and maintained in and upon such site or sites.
2. That I have examined the deed records of the county or counties in which such Project is to be located, and in my opinion the Grantee has a legal and valid fee simple title or such other estate or interest in the site of the Project, including necessary easements and rights-of-way sufficient to assure undisturbed use and possession for the purpose of construction, operation and maintenance for the estimated life of the Project.
3. That any deeds or documents required to be recorded in order to protect the title of the owner and the interest of the Grantee have been duly recorded and filed of record wherever necessary.
4. If applicable, that the title to real property for which the Kentucky Infrastructure Authority funded the cost has been encumbered in accordance with the requirements of State and local law to adequately protect the interest of the Kentucky Infrastructure Authority.
5. Remarks: _____

Dated this _____ day of _____, 20____.

Attorney at Law: _____

Address: _____

EXHIBIT 10**CERTIFICATION REGARDING UTILITY ACCOUNTING , COST-BASED RATES
AND AUDITING**

I, the Authorized Official of the Lexington-Fayette Urban County Government (the "Grantee"), hereby certify that the Grantee agrees, as a condition of its Cleaner Water Program fund award, as follows:

- a) to establish and use a financial accounting system that accounts for the operations of water treatment and distribution separately from all other operations of the Grantee;
- b) to establish service rates based upon the cost of providing the service; and
- c) that the Authority may require an audit to be conducted of the Grantee's utility at least once every two (2) years.

Lexington-Fayette Urban County Government

Linda Gorton

Printed Name of Authorized Official

Linda Gorton

Signature of Authorized Official

5/2/2024

Date

EXHIBIT 11

CERTIFICATE OF PROJECT COMPLETION

Pursuant to the Grant Assistance Agreement between the Kentucky Infrastructure Authority (the "Authority") and the Lexington-Fayette Urban County Government (the "Grantee"), this certificate, signed by the Grantee's Engineer and the Grantee, confirms that the following Project implementation activities are complete.

1. The Project construction has been completed and payment in full has been made to all vendors and/or contractors for labor, services, materials, supplies, machinery, and equipment included in the Project, as appropriate.
2. The Project is complete and is available for the provision of services which are expected to commence on or about _____.
3. A set of Project construction plans, with hand-drawn illustrations and notations reflecting any changes and variances from the original plans, if any, has been delivered to the Project Administrator for use in updating the Water Resources Information System appropriately.

Project Engineer: _____

Date: _____

4. All lands, easements, rights of ways, temporary or permanent permits or other authorizations or clearances as well as necessary constructed structures or facilities in connection with the Project have been acquired, constructed, equipped, and installed and all costs and expenses incurred in connection therewith have been paid in full.

Authorized Official: Linda Gorton

Project Administrator: _____

Date: 5/2/2024



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0394-24

File ID: 0394-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 121-2024

In Control: Urban County
Council

File Created: 04/08/2024

File Name: Calhoun Construction Services, Inc. - Fire Station 22
Solar Photovoltaic System

Final Action: 05/09/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Professional Services Agreement (awarded pursuant to RFP No. 17-2024) with Calhoun Construction Services, Inc. for the installation of a roof-mounted solar photovoltaic system on Fire Station #22, at a cost not to exceed \$59,873. [Div. of Environmental Services, Carey]

Notes: In office 4/17/2024. MS

stamped and filed in cco- copies sent back interoffice. 5/9 aa

Sponsors:

Enactment Date: 05/09/2024

Attachments: bluesheet memo Calhoun Fire Station 22 Solar,
Calhoun-Proposal-Exhibit B, Professional Services
Agreement RFP 17-2024 (law edits) .1 .
4855-0038-1089, PSA_RFP-17-2024,
RFP-17-2024-Exhibit A, RESO 0394-24- Calhoun
Construction agreement for roof-mounted solar on
Fire Station 22 4858-3202-9112 v.1.docx,
R-216-2024, Contract #121-2024

Enactment Number: R-216-2024

Deed #:

Hearing Date:

Drafter: Crystal Williams Goodwin

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/16/2024	Approved and Referred to Docket	Urban County Council	04/25/2024		Pass
1	Urban County Council	04/25/2024	Received First Reading	Urban County Council	05/09/2024		
1	Urban County Council	05/09/2024	Approved				Pass

Text of Legislative File 0394-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Professional Services Agreement (awarded pursuant to RFP No. 17-2024) with Calhoun Construction Services, Inc. for the installation of a roof-mounted solar photovoltaic system on Fire Station #22, at a cost not to exceed \$59,873. [Div. of Environmental Services, Carey]

Summary

Authorization to execute an Agreement with Calhoun Construction Services, Inc., pursuant to RFP No. 17-2024, to install a roof-mounted solar photovoltaic system on Fire Station #22 at cost not to exceed \$59,873.00. Funds are Budgeted. (L0394-24) (Carey/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select Yes, Completed by Evan Thompson, 4/05/2024

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

Fully Budgeted [select]: Yes/BA in process

Account Number:	1101-313201-3093-76101	\$12,369.66
	1101-313201-3099-76101	\$35,289.92
	1105-313201-3099-76101 2021 EIF EIF_PROJ	\$4,366
	1105-313201-3099-76101 2023 EIF EIF_PROJ	\$7,847.42

This Fiscal Year Impact: \$59,873.00

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance:	1101-313201-3093-76101 - BA in process
	1101-313201-3099-76101 - \$35,289.92
	1105-313201-3099-76101 2021 EIF_PROJ - \$4,366.00
	1105-313201-3099-76101 2023 EIF_PROJ - \$7,847.42



TO: Mayor Linda Gorton
Urban County Council

FROM: 
Jennifer M. Carey, P.E., Director
Division of Environmental Services

DATE: April 8, 2024

SUBJECT: Request authorization to execute an agreement with Calhoun Construction Services, Inc. for the installation of solar photovoltaics on Fire Station #22

Request

The purpose of this memorandum is to request Council authorization for the Mayor to execute an agreement with Calhoun Construction Services, Inc. to install a roof-mounted solar photovoltaic system on Fire Station #22. The amount of the agreement is not-to-exceed \$59,873.00.

Why are you requesting?

The selection committee has recommended the selection of Calhoun Construction Services, Inc., as the solar installation contractor in response to RFP #17-2024 Solar PV Installation at Fire Station #22. The services procured by this contract support LFUCG's policy on energy efficiency to reduce usage of electricity, lower utility costs, and demonstrate environmental stewardship.

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

The cost for FY24 is not-to-exceed \$59,873.00. There will not be any cost in future budget years.

Are the funds budgeted?

The funds are fully budgeted in:

- 1101-313201-3093-76101
- 1101-313201-3099-76101
- 1105-313201-3099-76101 2021 EIF EIF_PROJ
- 1105-313201-3099-76101 2023 EIF EIF_PROJ

File Number: 0394-24

Director / Commissioner: Carey / Albright

pc: Chief Jason Wells





Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #17-2024 Solar PV Installation at Fire Station #22** 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 **April 2, 2024**. 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.

Pre-proposal meeting is scheduled for March 19, 2024, 1:00 pm, at 4393 Clearwater Way, Lexington, KY.

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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement shall in writing, affirm or withdraw the recommendation.

AMERICAN RESCUE PLAN ACT

AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- (1) 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 apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

- (2) *Violation: liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.*

6. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

7. *The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.*

8. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.*

9. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

10. *The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.*

11. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.*

12. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.*

13. *The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.*

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”

15. *Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:*

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

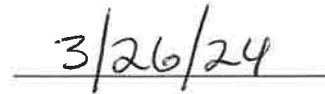
conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.



Signature



Date

SELECTION CRITERIA:

Selection Criteria.

- | | |
|---------------------------------|-----------|
| 1. Company Profile / Experience | 15 points |
| 2. Project Team | 15 points |
| 3. Technical Approach | 30 points |
| 4. Price Proposal | 40 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.

AFFIDAVIT

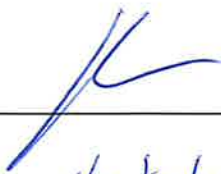
Comes the Affiant, Kurt Meadors, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Kurt Meadors and he/she is the individual submitting the proposal or is the authorized representative of Calhoun Construction Services Inc, 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 Procurement 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.

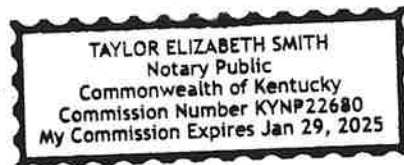


STATE OF Kentucky

COUNTY OF Jefferson

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Kurt Meadors on this the 2 day
of April, 2024

My Commission expires: 1.29.2025



Taylor Elizabeth Smith
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

Calhoun Construction

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Calhoun Construction Services

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		13	14	0	1	0	0	0	0	0	0	0	0	0	0	13	15
Professionals		41	4	1	0	1	0	0	0	0	0	0	0	0	0	43	4
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft	31	31	0	21	0	8	0	0	0	0	0	0	0	1	0	61	0
Service/Maintena																	
Total:		85	18	22	1	9	0	0	0	0	0	0	0	1	0	117	19

Prepared by: Ashley Barker Date: 4.2.2024
(Name and Title)

Revised 2015-Dec-15

Calhoun Construction Services, Inc.

EQUAL EMPLOYMENT OPPORTUNITY POLICY

AND

AFFIRMATIVE ACTION PROGRAM

Effective August 20, 2023

Note: Upon request, a copy of this document will be provided to an employee or an employment applicant. The copy will be made available during normal work hours at either the project office or the corporate office.

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Equal Employment Opportunity Policy
And
Affirmative Action Program

1. STATEMENT OF POLICY

1.1. EQUAL EMPLOYMENT OPPORTUNITY. It is the Equal Employment Opportunity Policy of Calhoun Construction Services, Inc. ("Company") that employment actions taken with respect to qualified employment applicants and Company's employees will be taken in compliance with all applicable executive orders, federal and state statutes, local governmental ordinances and implementing regulations without regard to: race, color, religion, sex, sexual orientation, gender identity, age, disability, genetic information, national origin, ancestry, disabled veteran, recently separated veterans, and other protected veterans ("Protected Classes"). Employment actions shall include employment, upgrading, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship and/or on-the-job training. Moreover, the Company is committed to maintaining a work environment free of discrimination, harassment, intimidation, threats and coercion based on any Protected Class applicant or employee exercising their rights under the law. Employees are encouraged to report any discrimination, harassment, intimidation or coercion without fear of retaliation. ("EEO Policy")

1.2. AFFIRMATIVE ACTION PROGRAM

- a. PARAGRAPHS 1.2(a) AND (b) AND SECTIONS 2 THROUGH 14 OF THIS AFFIRMATIVE PROGRAM ARE ONLY APPLICABLE IF COMPANY:**
- i. has entered into a covered direct federal construction contract or a federally assisted construction contract; or**
 - ii. has entered in a covered subcontract with a contractor who has entered into a direct federal construction contract or a federally assisted construction contract**
- b.** It is also Company's policy that it: will comply with all applicable federal affirmative action statutes, implementing regulations, and construction contract provisions including, but not limited to, the below listed sources; will, when applicable, make good faith efforts to achieve minority, female, disabled and veteran employment goals; and will, when applicable, make reasonable accommodation, unless such

accommodation would impose an undue hardship on the conduct of Company's business:

- i. Executive Order 11246, as amended;
 - ii. Office of Federal Contract Compliance Programs ("OFCCP") regulations, 41 CFR Part 60; as these regulations apply to the Protected Classes of race, color, religion, sex, national origin (41 CFR 60-4.3) , disability (41 CFR 60-300.44) and certain covered veterans (41 CFR 60-741.44).
 - iii. Other federal department, administration or agency regulations (e.g. EPA, HUD, FHWA) that apply to affirmative action, whether or not it is OFCCP's primary responsibility to administer;
 - iv. Compliance with the requirements of any hometown plan, e.g., the Indiana Plan, which Company participates.
- c. Company will also, when applicable, comply with any state or local government affirmative action requirements.

2. EEO Officer Responsibilities

2.1. Company's president is fully supportive of Company's EEO Policy and Affirmative Action Program and will ensure its implementation and compliance at all levels within the Company. Company's president will appoint an Equal Employment Opportunity Officer ("EEO Officer") who will have full authority to carry out this EEO Policy and Affirmative Action Program and who will have the following responsibilities:

- a. Develop policy statements, personnel policies and procedures, internal and external communication procedures, necessary updates as to any changes in the law and shall monitor the effectiveness of these actions in fulfilling Company's EEO and affirmative action obligations.
- b. Design, implement and monitor the collection of employment data and internal audit and reporting systems to measure program effectiveness and to determine where progress has been made and where further action may be needed.
- c. Advise Company's President quarterly on the progress or problems the Company is experiencing in relation to its implementation of its EEO Policy and Affirmative Action Program.

- d. Serve as liaison between the Company and government regulatory agencies, and private organizations that promote equal employment opportunity and training for qualified individuals within the Protected Classes.
- e. Review Company's EEO Policy and Affirmative Action Program with managers and supervisors to ensure that they are aware of the policy and understand their obligation to comply with it in all employment actions.
- f. Monitor management and supervisors handling of employees' performance to ensure that non-discrimination and affirmative action are adhered to in employment activities.
- g. Encourage all employees to participate in Company-sponsored recreational activities, training and education regardless of Protected Class.
- h. Provide training for office and field managers and supervisors to ensure that Company's facilities and project sites are free from harassment, intimidation and coercion of all employees who exercise their rights under the law and Company's EEO Policy and Affirmative Action Program.
- i. Work with management to facilitate, when applicable, a reasonable accommodation to a qualified applicant or employee.
- j. No less than annually, review Company's EEO Policy, Affirmative Action Program, internal implementation procedures and policies, including audit and reporting, in order to evaluate the effectiveness of Company's efforts and to make appropriate changes warranted as a result of the review.

3. DISSEMINATION OF THE EEO POLICY

3.1. Company employees who are authorized to hire, supervise, promote or discharge employees or who recommend such action will be made fully cognizant of and will implement the Company's EEO Policy and Affirmative Action Program. To ensure compliance, the following actions will be taken as a minimum:

- a. Periodic meetings with management and supervisory employees, whose job description includes a responsibility to implement the EEO Policy and Affirmative Action Program, will be conducted at which time their implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable Company official.
- b. Within 30 day of their hire date, all new management and supervisory employees, whose job description includes a responsibility to implement the EEO Policy and

Affirmative Action Program, will be provided appropriate training by the EEO Officer or other knowledgeable Company official with respect to Company's EEO Policy and Affirmative Action Program.

- c. The EEO Officer or appropriate Company official will provide all personnel engaged in the direct recruitment of employees relative to the methods followed by the Company in locating and hiring qualified individuals within the Protected Classes.

3.2. In order to make the Company's EEO Policy and Affirmative Action Program known to all employees, prospective employees and potential sources of employees, i.e. schools, employment agencies, college placement offices, etc., the following actions will be taken:

- a. Notices and posters setting forth the EEO Policy and Affirmative Action Program will be placed in areas readily accessible to employees, applicants for employment and potential employees such as office and project site bulletin boards.
- b. The Company's procedures to implement said policy will be brought to the attention of employees by means of meetings, employee handbooks or other appropriate means.
- c. The Company will provide a copy of its EEO Policy and Affirmative Action Program to: each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding; to any training programs; and to any recruiting sources and community organizations that promote training and hiring of qualified minority, female, disabled or veteran individuals.

4. RECRUITMENT

4.1. When advertising for employees, the Company will include in all advertisements for employment the notation "An Equal Opportunity Employer." The Company will insert all such advertisements in newspapers or other publications believed to have circulation among minority, female, disabled and certain covered veteran individuals in the area from which the Company's work force would normally be derived.

4.2. The Company will conduct recruitment through public and private employee referral sources likely to yield qualified minority, female, disabled and certain covered veteran applicants including, but not limited to: local veterans' employment representative, Department of Veterans Affairs, Regional Office, veterans' counselors and coordinators on college campuses, service officers of national veterans' groups and local veterans' groups and veterans' service centers, state employment agencies, schools, colleges and public and private organizations that train and facilitate employment of these

individuals. To meet these requirements, the Company will, through the EEO Officer, identify sources of potential, qualified minority, female, disabled or certain covered veteran applicants and establish with such identified sources procedures whereby applicants may be referred to the Company for employment consideration.

- 4.3. The Company will encourage its present employees to refer qualified minority, female, disabled and certain covered veteran applicants by posting appropriate notices or bulletins in an area accessible to all such employees. In addition, information and procedures with regard to referring qualified minority, female, disabled and certain covered veteran applicants will be discussed with employees.

5. EMPLOYMENT ACTIONS

- 5.1. With respect to qualified applicants or employees known to be disabled, a disabled veteran or other protected veteran, Company will consider the job qualifications of the applicant or employee, and with respect to veterans will rely only on the portion of the individual's military record, including discharge papers, which are relevant to the requirements of the employment opportunity.
- 5.2. Wages, working conditions and employee benefits shall be established and administered and employment actions of every type, including, but not limited to, hiring, upgrading, promotion, transfer, demotion, layoff and termination, will be taken without regard to Protected Class status or any other recognized status under the law. The following procedures will be followed:
 - a. Periodic inspections of project sites will be conducted to ensure that working conditions and employee facilities do not allow discriminatory treatment of project site personnel.
 - b. The spread of wages paid within each classification will be periodically evaluated to determine any evidence of discriminatory wage practices.
 - c. Physical and mental job qualification requirements and employment standards are examined and reviewed in December each year to ensure that they are consistently applied, and reflect actual job duties and responsibilities; and that, to the extent the requirements and standards tend to screen out qualified individuals with disabilities or disabled veterans, they are job related and consistent with business necessity and the safe performance of the job.
 - d. Whenever the Company applies physical or mental qualifications standards in the selection of applicants or employees for employment or other change in

employment status such as promotion, demotion, or training, to the extent that qualification standards tend to screen out qualified individuals with disabilities or disabled veterans, the standards will be related to the specific job or jobs for which the individual is being considered and consistent with business necessity and the safe performance of the job.

6. TRAINING AND PROMOTION

- 6.1.** The Company will assist in locating, qualifying and increasing the skills of Protected Class employees and applicants for employment.
- 6.2.** Consistent with Company's manpower requirements, and as permitted by federal and state regulations, the Company will make full use of training programs for the geographical area of contract performance.
- 6.3.** The Company will advise employees and applicants for employment of available training programs and entrance requirements for each to the extent that Company is aware of such training programs and entrance requirements.
- 6.4.** The Company will periodically review the training and promotion potential of Protected Class employees and will encourage eligible employees to apply for such training and promotion.

7. SUBCONTRACTING

- 7.1.** With respect to direct federal construction contracts and federally assisted construction contracts, Company will incorporate into its subcontracts provisions requiring the subcontractor's compliance with the requirements of OFCCP's regulations, 41 CFR Part 60, which relate to equal employment opportunity and affirmative action. Further, Company will incorporate into its' subcontracts any other federal, state or local requirements related to equal employment opportunity and affirmative action.

8. RECORDS AND REPORTS

- 8.1.** The Company will keep such records as are necessary to determine compliance with its equal employment opportunity and affirmative action obligations. The records kept by the Company will be designed to indicate the following:
 - a.** The number of Protected Class member employees in each work classification.

- b. The progress and efforts being made in cooperation with unions to increase Protected Class employment opportunities.
- c. The progress and efforts being made in locating, hiring, training, qualifying and upgrading Protected Class employees.
- d. The progress and efforts being made in securing the services of minority group subcontractors.

8.2. All such records will be retained for the period required by the regulations following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the state and federal governments. The Company reserves the right to require these representatives to show proper credentials.

8.3. The Company will submit all reports required by Executive Order 11246 and other applicable federal, state and local statutes, ordinances and implementing regulations and will permit access to its books, records and accounts by the appropriate governmental agency for purposes of investigation to ascertain compliance with the applicable rules, regulations and orders.

9. NON-SEGREGATED FACILITIES

9.1. All employee facilities provided by the Company shall be non-segregated. These include, but are not limited to, such items as rest areas, parking lots, drinking fountains and all other such common facilities. Toilets and necessary changing facilities will be such that privacy is offered to both males and females.

10. POST-AWARD COMPLIANCE

10.1. It is understood that the governmental office responsible for administering equal employment opportunity and affirmative action may review Company's employment practices as well as those of any subcontractor with whom Company has a non-exempt subcontract with respect to a direct federal or federally assisted construction contract.

10.2. Company's commitment to make good faith efforts to achieve minority, female, disabled and certain covered veterans' employment goals will not be used to discriminate against any qualified applicant or employee.

11. DEBARRED OR INELIGIBLE CONTRACTORS OR SUBCONTRACTORS

- 11.1.** The Company agrees that it will refrain from entering into any contract or subcontract, or contract or subcontract modification with a contractor or subcontractor Company knows has been debarred from or who has been declared ineligible to enter into federal, state or local contracts.

12. COMPLAINT PROCEDURES

- 12.1.** If an employee feels he or she has been discriminated against, harassed, intimidated, or coerced on the basis of the Protected Classes or any other recognized status under the law, he or she may bring a complaint to his or her immediate supervisor. If the complaint involves the supervisor, the employee has a right to discuss the matter with the department manager or the EEO Officer. The EEO Officer will immediately investigate and take all appropriate corrective actions. Complaints will be treated confidentially as much as possible. Retaliation for use of the complaint procedure will not be tolerated and any retaliation should be reported.
- 12.2.** This complaint process does not preclude the employee from contacting any local, state or federal civil rights agencies. The Company will not retaliate against an employee or applicant for filing a complaint with the appropriate governmental office.

13. DBE, MBE, WBE AND/OR VBE GOALS

- 13.1.** This section is provided to document Company's commitment to put forth good faith efforts to satisfy any aspirational goals provided in a federal, state or local government contract with respect to a Disadvantaged Business Enterprise ("DBE"); a Minority Business Enterprise ("MBE"); Women Business Enterprise ("WBE"); and/or a Veteran Business Enterprise ("VBE").
- 13.2.** If Company enters into a contract to which the U.S. Department of Transportation's DBE program (49 CFR Part 26) applies, then with respect to this contract Company will make good faith efforts to comply with the requirements of 49 CFR Part 26.
- 13.3.** If Company enters into a contract to which MBE, WBE and/or VBE goals are applicable, then with respect to this contract, Company will make good faith efforts to comply with the MBE, WBE and/or VBE requirements.

**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

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: Calhoun Construction Services

Complete Address: 7707 National Turnpike Louisville, KY 40214
Street City Zip

Contact Name: Kurt Meadors Title: VP, Estimating

Telephone Number: 502-493-1332 Fax Number: 502-493-2407

Email address: kurtmeadors@calhounconstructs.com

Lexington-Fayette Urban County Government

MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Procurement (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. 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 MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package

- c. Attended LFUCG Procurement Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses 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.
- e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which 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.
- n. 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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of 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 Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
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 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 city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Procurement):

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. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

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 Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Sheila Eagle	Sheila.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbooc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 17-2024

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 Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. None				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE 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.

Calhoun Construction
Company
4/2/2024
Date

[Signature]
Company Representative
Vice President
Title



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 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.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE 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



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 17

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name <u>Calhoun Construction Services</u>	Contact Person <u>Kurt Meadors</u>
Address/Phone/Email <u>1708 Jaggie Fox Way</u> <u>Lexington, KY 40511</u> <u>859-618-6482</u>	Bid Package / Bid Date <u>Kurtmeadors@calhounconstructs.com</u> <u>4/2/24</u>

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
<u>No Subs</u>								

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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

Calhoun Construction
Company
4/2/2024
Date

[Signature]
Company Representative
Vice President
Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Procurement/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 17-2024

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ 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 MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Procurement Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs 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.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which 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.

_____ 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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

NOTE: Failure to submit any of 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 approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

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.

Calhoun Construction
Company
4/2/2024
Date

[Signature]
Company Representative
Vice President
Title

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, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
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

RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall 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:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Excess/Umbrella Liability	\$2 million

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$1 million per occurrence, \$1 million aggregate, unless it is deemed not to apply by LFUCG.
- f. 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.
- g. 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago Office 200 E. Randolph Chicago, IL 60601	1-312-381-1000	CONTACT NAME: Grant Greeno PHONE (A/C No, Ext): 312-381-1714 E-MAIL ADDRESS: grant.greeno@aon.com FAX (A/C, No):														
INSURED Calhoun Construction Services, Inc. 7707 National Turnpike, #400 Louisville, KY 40214		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: TRAVELERS PROP CAS CO OF AMER</td><td>25674</td></tr><tr><td>INSURER B: TRAVELERS CAS & SURETY CO</td><td>19038</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: TRAVELERS PROP CAS CO OF AMER	25674	INSURER B: TRAVELERS CAS & SURETY CO	19038	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:																
INSURER D:																
INSURER E:																
INSURER F:																

COVERAGES

CERTIFICATE NUMBER: 70405309

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability ☒ Exp, Collapse, Undgr GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:		VTJ-CO-4S965407-TIL-23	08/01/23	08/01/24	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		VTJ-CAP-4S965419-TIL-23	08/01/23	08/01/24	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		CUP-7W340370-23-25	08/01/23	08/01/24	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	UB-7N279539-23-25-G	08/01/23	08/01/24	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

LFUCG named as additional insured as required by contract, with 30 day notice of cancellation.

CERTIFICATE HOLDER

CANCELLATION

Lexington Fayette Urban County Government 200 East Main Street Lexington, KY 40507 USA	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 <i>Aon Risk Services Central, Inc.</i>
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ACORD 25 (2016/03)
thomstowe
70405309

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Aon Risk Services Central, Inc. Chicago Office		
POLICY NUMBER		
CARRIER	NAIC CODE	
		EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Excess Tower

Insurer(s) Affording Coverage	NAIC #
Endurance American Insurance Company	10641
The Ohio Casualty Insurance Company	24074

Type of Insurance	Policy Number	Policy Effective Date	Policy Expiration Date	Limits
Excess Liability	XSC30009538302	08/01/2023	08/01/2024	\$15M x \$15M
Excess Liability	ECO(24)64918854	08/01/2023	08/01/2024	\$20M x \$30M

SCOPE OF WORK

Location

4393 Clearwater Way, Fire Station #22

Introduction

LFUCG is soliciting proposals from qualified solar PV providers to design and install a roof-mounted solar photovoltaic system at Fire Station #22. Respondents shall have demonstrated experience designing, planning, permitting and constructing complete solar electric systems in the jurisdiction of the local utility provider.

An award under this RFP will be made to the respondent with the overall best value proposal, not necessarily the lowest price. Proposals will be evaluated and scored based on the evaluation criteria defined herein.

System Requirements

Photovoltaic panels shall be roof mounted on the south and east facing surfaces. Total capacity of the system shall be no less than 20 kW-dc and not exceed 23 kW-dc. Reference **Figure 01 – Basis of Design**.

The inverter(s), disconnect and combiner panel (if applicable) shall be installed on the east wall. Reference **Figure 01**.

All power generation and transmission equipment shall be UL listed for its designed use. Construction must comply with current adopted building codes, which includes: International Building Code, National Electric Code, and National Fire Code.

The system, including its interconnection point, shall not impact operation of the emergency generator.

Modules shall be UL1703 or UL61730 listed with a product warranty of at least 12 years and a performance warranty of no less than 82% after 25 years.

Inverters shall be UL1741 listed with a product warranty of at least 10 years and a weighted efficiency of 96% or higher.

The proposed model numbers for modules and inverters shall be listed by the California Energy Commission (CEC). List are available at the CEC website:

<https://www.energy.ca.gov/programs-and-topics/programs/solar-equipment-lists>

The system shall include a Web-based monitoring interface to display solar performance information. At a minimum, performance data of each module string shall be available for download in increments no greater than one hour.

Exterior conduit shall be liquid tight. Flexible conduit lengths shall not exceed 24 inches.

Contractor Requirements

The contractor is responsible for the assessment of the building's structural integrity, roof condition and shading limitations. Prior to installation, the contractor shall provide a letter from a structural engineer with Kentucky Professional Engineer stamp, verifying the integrity of the existing facility to handle the additional loads of proposed PV system.

Prior to installation, the Contractor shall provide dimensioned drawings and technical specifications of the proposed system to establish the physical layout, distributed load on roof, electrical wire and panel capacity, and the inverter and disconnect locations.

The Contractor is responsible for verifying any information obtained from Owner's construction drawings.

The Contractor is responsible for all permitting related to the design and installation of the system.

The Contractor is responsible for establishing communication between the inverter(s) and the internet via a cellular service agreement for a minimum of three (3) years.

Under no circumstances shall the Contractor disable electrical service to the building or secondary circuits within the building without authorization from LFUCG.

Under no circumstances shall the Contractor obstruct access to the facility or driveways.

The Contractor is responsible for documenting the condition of the roof and, specifically, any damages that exist prior to construction.

The Contractor is responsible for the construction safety plan to include, at a minimum, all applicable OSHA workplace safety and Personal Protective Equipment (PPE) requirements.

Performance Verification: The Contractor shall review generation data and provide a report to LFUCG to demonstrate that system output is meeting expectations. Two reports are required: (1) after 30 days and (2) prior to the expiration of workmanship warranty.

Workmanship warranty: the Contractor shall perform an on-site inspection prior to the expiration of workmanship warranty, if requested by the Owner.

The Contractor shall achieve substantial completion within 75 calendar days of Notice to Proceed. Substantial Completion is defined as LFUCG having beneficial use of the photovoltaic system.

Owner Guidance

For system sizing, the desired number of modules for each roof are shown in **Figure 01**, based on a nominal output of either 410 watts or 540 watts.

Modules should lay in a plane parallel to the roof. A rectangular arrangement is preferred.

Conduit runs should be straight with minimal couplings. Runs around an object like a gutter are not acceptable.

Electrical service is provided by Kentucky Utilities under the Three-Phase General Service Rate (RC113). 15-minute interval data is available in a *.csv file.

Proposal Format

// Respondents are strongly encouraged to provide all information requested as reviewers may deduct points for missing material //

Company Profile

Company name:

Company address:

Year established:

Number full time employees:

Elaborate on company's focus on solar with respect to other services and company's impact and presence in Lexington: {Response}

Project Experience

- ✓ Specific to solar PV systems installed by the company in calendar year 2023,
 - ✓ What was the total number of systems installed?
 - ✓ What was the total installed capacity in KW?
- ✓ Describe your experience with project permitting and interconnection experience with LGE-KU:
{Response}
- ✓ Attach two (2) references of applicable projects within LGE-KU service territory including a brief description of the PV system installed.

Project Team

Provide work experience and relevant professional certifications (electrical license, P.E., NABCEP, etc.) for:

- ✓ (A) Person responsible for the system design,
- ✓ (B) Person to oversee installation.

If sub-contractors will be used, describe the work to be performed and quantify as a percentage of project cost: {Response}

Technical Approach

Include as attachments the following items:

- ✓ ☒ PV module specifications
- ✓ ☒ Inverter specifications
- ✓ ☒ Racking specifications
- ✓ ☒ Other component specifications (rapid shutdown, optimizers, etc.)
- ✓ ☒ Equipment warranties and workmanship warranty. List in itemized table
- ✓ ☒ Line diagram for dc/ac wiring showing route from modules to inverters to interconnect location
- ✓ ☒ Software modeling report quantifying expected monthly output (kWh) and monthly peak generation (kW)

Price Proposal

- ✓ Complete and sign the PRICE PROPOSAL FORM included within this solicitation to determine a lump sum price to complete the scope of work, inclusive of overhead and profit.

The Owner Allowance is exclusively for owner-directed work beyond the proposal. Reimbursements for allowance work shall be authorized by LFUCG in advance and in writing to the Contractor.

Exclusions

- ✓ Any exclusions to the requirements herein must be specifically identified in this section.
{Response}

Evaluation Criteria

LFUCG will evaluate proposals according to the evaluation criteria below. Points will be awarded based on the relative merit of the information provided in the response to the solicitation.

Company Profile / Experience	15 points
Project Team	15 points
Technical Approach	30 points
Price Proposal	40 points
TOTAL	100 points



Figure 01 – Basis of Design

RFP 17-2024 Price Proposal Form
Solar PV Installation

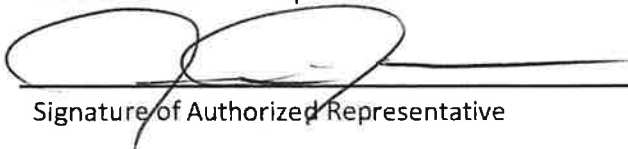
Fire Station #22, 4393 Clearwater Way	
Array Modules	\$ 13,360.00
Inverter(s) & Monitoring System	\$ 8,100.00
Electrical & Wiring Materials	\$ 7,250.00
Racking Materials	\$ 6,690.00
Labor	\$ 15,973.00
Other w/ Description General Conds. - Rentals, permits	\$ 5,000.00
Structural Verification Letter	\$ 1,500.00
Owner Allowance (mandatory)	\$2,000
TOTAL	\$ 59,873.00

Jason Johnson

Printed Name of Authorized Representative

Project Manager

Title of Authorized Representative



Signature of Authorized Representative

Proposal for Solar PV Installation at Fire Station #22 RFP #17-2024



Company Profiles



Proposal for Solar PV Installation at Fire Station #22 RFP #17-2024

Company Profile

Company Name: Calhoun Construction Services

Company Address: 1708 Jaggie Fox Way
Lexington, KY 40511

7707 National Turnpike, Suite 400
Louisville, KY (Headquarters)

Year Established: 2012

Full-Time Employees: 145

The company is actively involved in the installation of solar panels and related infrastructure.

Calhoun's expertise in solar energy extends to assessing and analyzing the cost-benefit of solar installations for small commercial entities. This assessment helps businesses understand the long-term financial benefits of switching to solar power, such as reduced energy costs and increased energy independence.

This focus on solar energy reflects Calhoun Construction's broader commitment to sustainable practices and community engagement, as they seek to support and develop dedicated professionals who share a passion for community welfare and sustainable development.

Company Profile

Company Name: CMTA

Company Address: 220 Lexington Green
Circle, Ste 600
Lexington, KY 40503

Year Established: 1968

Full-Time Employees: 850

CMTA has designed over 140 Megawatts of photovoltaic systems on hundreds of high-performance projects all around the country including the Zero Energy Locust Trace AgriScience Center in Lexington. CMTA implements the latest technologies and innovations in solar module design, inverter design and cost-effective mounting technologies. Our staff is uniquely qualified based on their wide range of experience within the PV industry which consists of NABCEP accredited installers, inspectors and designers with a combined experience of over 40 years. This expertise allows our team to bring unmatched value and innovation to any project.



Project Experience



Specific to solar PV systems installed by the company in calendar year 2023, what was the total number of systems installed? 5

What was the total installed capacity in KW? 1,291 kW

Describe your experience with project permitting and interconnection experience with LGE-KU:

Calhoun Construction Services & CMTA have worked with LGE/KU on many PV projects ranging in size from 5-500kW+. We excel at the requirements for interconnection when it comes to engineering (Site Plan & Single Line Diagrams), codes and standards. We often work directly with the renewable group and team to vet available PV capacity on utility feeders that bring service to a specific site or building. This type of experience is very important because it allows our team to identify potential project issues on the onset of design instead of later in the project, where the consequences of a PV design/system size not being accepted by the utility could cost our client a lot of frustrations and resources.

Attach two (2) references of applicable projects within LGE-KU service territory including a brief description of the PV system installed.

Fayette County Public Schools, Locust Trace Agri-Science Center - Lexington, KY

- The Solar Photovoltaic array is comprised of 572 – 305W Crystalline Solar Panels. These are housed on the roofs of both the Academic Building, and the Arena Building. The total array size of 175KW is designed to generate enough electrical power to offset all site power usage and become NetZero site consumption.

- Zero Energy
- LEED Platinum
- PV: 175 kW
- EUI: 16
- Fayette County Public Schools

Lars Finneseth

859-381-4917

lars.finneseeth@fayette.kyschools.us

Berea College, Deep Green Residence Hall - Berea, KY

- A 50 kW monocrystalline solar photovoltaic (PV) system is installed on the south facing sloped roof area of the building. The system is modeled to provide 14 percent of the power usage on an annual basis. The system was selected because of the high efficiency and recent lower industry costs with an installation cost of \$4.93/watt.

- Zero Energy Ready
- LEED Platinum
- PV: 50 kW
- EUI: 31.4
- Berea College

Derrick Singleton

VP of Operations

859-985-3131

Photovoltaic Systems

Select Project Experience

Town of Andover, Sanborn Elementary School

Zero Energy Targeted

PV: 350 kW

EUI: 25

DC Department of Parks and Recreation, Stead Park Community Center

Zero Energy Targeted

PV: 90

Arlington County, Lubber Run Community Center

Zero Energy

PV: 310 kW

EUI 22.1

Warren County Public Schools, Jennings Creek Elementary

Zero Energy

PV: 250 kW

EUI: 15

City of Cincinnati, District 3 Police Headquarters

Zero Energy

PV: 329 kW

EUI: 26.7

Washington College's Semans-Griswold Environmental Center

Zero Energy Targeted

Living Building Challenge Targeted

LEED Platinum Targeted

EUI: 40

PV: 110 kW

9+M SF

in Zero Energy /
Zero Carbon Facilities

180M+

Metric Tons of CO₂e
Emissions Eliminated

204

LEED Certified / Targeted
(21 Platinum; 86 Gold; 69 Silver; 28
Certified)

500+

ENERGY STAR Projects
Scoring over 75

140MW

Renewable Power
Designed / Installed

6,000

Miles of Linear Geothermal
Wells Designed / Installed

Project Team





Jason Johnson

Project Manager/ Lead Installer

Profile

Role

Project Manager/ Lead Installer

Bio

Jason has over 25 years of experience in the construction management field and in management roles. He has specialized skills in renewable energy with an emphasis on sustainable design and construction methods. He also has diverse knowledge in the construction field having worked in many of the major trades, including structural, electrical, plumbing, and mechanical. He has a proven record of managing on-time and under-budget projects, as well as exceptional communication and leadership skills.

Education

B.S., Construction Management, University of Minnesota
SEI- PVOL202: Advanced PV System Design and NEC Certification

Registrations

OSHA 30-Hour 16-602000854
Currently Scheduled to take NABCEP PVIS Examination 4/16/24

-1 Years with firm

25 Years experience - construction

11 Years experience - renewable energy



Select Project Examples

Los Angeles Unified School District Multiple Sites

Los Angeles, CA

- 9 Public School Sites
- PV: 7.4 MW Total System Size
- Carport PV Systems

Santa Monica Malibu Unified School District Multiple Sites

Santa Monica, CA

- 9 Public School Sites
- PV: 863.310 kW Total System Size
- Roof Mount Systems

Newport Costa Mesa Unified School District

Newport-Cost Mesa, CA

- 32 Public School Sites
- PV: 3.3 MW Total System Size
- Carport PV Systems

Westmont Solar Energy Project @ the Port of Los Angeles

San Pedro, CA

- 4 Total Rooftops Covering More Than 50 Acres
- PV: 16.4 MW Total System Size
- Roof Mount Systems

Hallway Feeds Solar Project

Lexington, KY

- 3 Total Systems
- PV: 522,900 kW
- Roof Mount and Ground Mount Systems

Record of Completion

Presented this day, March 26, 2024
hereby certifies that

Jason Johnson

has successfully completed

**PVOL202: Advanced PV System Design and the NEC
(Grid-Direct) Online - February 2024**



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INTERNATIONAL**

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Vice President of Curriculum and Instruction: Wendy Knapp

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39845 Mathews Lane, Paonia, CO 81428 970-527-7657

www.solarenergy.org



This course has been approved for 60.0 contact training hours.



Michael Phelps

Lead Electrician

Profile

Role

Lead Electrician

Bio

Mike has over 20 years of experience as an electrician in Kentucky. He has worked on more than 100 diverse electrical interconnection projects in LGE-KU service territories. He has superior knowledge in local, regional, and national electrical code (NEC) requirements. Mike has a proven track record of completing electrical projects on time with very little need for modifications require by electrical inspection officers.

Education

Electrical Apprenticeship 1996

Registrations

DHBC – Licensed Master Electrician KY
(ME28047) 2005- Present
OSHA 30-HOUR CSH

5 Years with firm

22 Years experience - electrical construction

3 Years experience - photovoltaic construction



Days Inn Louisville Airport

Louisville, KY

- PV: 96kW Total System Size
- 2 Roof Mount PV Systems

Hallway Feeds Solar Project

Lexington, KY

- 3 Total Systems
- PV: 522.900 kW
- Roof Mount and Ground Mount Systems

Oakley Trasport

Louisville, KY

- PV: 24.5 kW
- Roof Mount PV System

Saint James Church

Elizabethtown, KY

- PV: 12 kW
- Roof Mount PV System

KENTUCKY

DEPARTMENT OF HOUSING,
BUILDINGS & CONSTRUCTION



Michael P Phelps

ME28047

EXPIRATION DATE - 12/31/2024

KENTUCKY LICENSE



KONRAD KUTTER

NABCEP, PVIP, PVSI

Principal-in-Charge | Solar Program Manager

EDUCATION

Mr. Kutter received a Bachelor of Science in Civil Engineering and German Studies from the University of Kentucky in 2014.

REGISTRATIONS

- Power and Energy Certificate from the Power and Energy Institute of Kentucky
- NABCEP PV Installation Professional PV-1-2117-013866
- NABCEP PV Inspector PVSI-061819-013866
- BPI Building Science Principles
- OSHA 30hr Hazard Recognition Training

ORGANIZATIONS

- North American Board of Energy Practitioners
- Engineers without Borders
- Kentucky Society of Professional Engineers
- Kentucky Solar Industry Association - Board Member

RELATED PROJECTS

ESPC Project: Total=\$11,527,219

91 kW rooftop solar PV array for Pender Office Bldg., 100 kW array for 2 fire stations, 326 kW array for a RECenter, 150 kW array for office building, 350.98 kW for 166 Transfer Station

Fairfax County Government Phase 2
Fairfax, Virginia

ESPC Project: Total=\$58,267,792

Loudoun County Public Schools Phases 1 - 5, 7

Phase 1: 592.5 kW roof mount solar array

Phase 2: 244 kW DC roof mount solar array

Phase 3: 1,941.23 kW DC roof mount solar arrays across 6 schools

Phase 4: 562.5 kW roof mount solar array

Phase 5: 2,107 kW DC roof mount solar arrays, 4,600 solar PV panels, across 4 facilities

Phase 7: 240.75 kW roof-mounted solar photovoltaic array with 535 modules for 1 school

Ashburn, Virginia

ESPC Project: \$14,642,122; 21 facilities

Wood County Schools Phase 1

390 kW roof mount solar array

Parkersburg, West Virginia

EXPERIENCE

Mr. Kutter has a vast knowledge of renewable energy systems within and outside of the United States. He is a certified PV designer, installation professional and inspector who has worked on projects ranging from 5kW to 10MW+.

Mr. Kutter has experience in all facets of a construction project from design, interconnection, and construction to commissioning. He has a thorough knowledge base in utility interconnection, both in net metering and behind the meter interconnections. He also has strong skills in leadership and management, which has led to the success of a variety of projects.

As a project manager, Mr. Kutter will ensure the overall project scope is met by coordinating and working closely with the project team through design, construction and commissioning. He will work effectively with utilities and subcontractors to ensure a successful project. Once the project has been completed, Mr. Kutter has the expertise and certification by the North American Board of Energy Practitioners to inspect all types of photovoltaic systems.





Brian Baumgartle

PE, LC, LEED AP BD+C

Principal-in-Charge/Project Manager

Profile

Role

Principal-in-Charge/Project Manager

Bio

As an expert in electrical engineering, Brian holds extensive understanding of electrical power distribution and its impact on energy efficiency and resiliency. He has also designed more than 100 Megawatts of renewable power (photovoltaics) for many institutions across the nation, including K-12 school districts. In addition, his extensive experience and knowledge of lighting and daylighting design ensures that it will be memorable, visually comfortable, cost effective and energy efficient.

Education

B.S., Electrical Engineering, University of Louisville, 1998

Registrations

Licensed Professional Engineer KY (#23119)

16 Years with firm

26 Years experience



Select Project Examples

City of Cincinnati

Cincinnati, Ohio

District 3 Police Headquarters

- 39,600 SF
- Zero Energy
- LEED Platinum
- PV: 329 kW
- EUI: 26.7

Hancock County Public Library

Palestine, Indiana

Sugar Creek Library

- 15,000 SF New Facility
- Zero Energy
- PV: 132 kW
- EUI: 27.8

Kentucky Air National Guard

Frankfort, Kentucky

Boone National Guard Army Aviation Support Building

- 115,300 SF New Facility
- LEED Gold
- PV: 80 kW
- EUI: 15

Warren County Public Schools

Bowling Green, Kentucky

Jennings Creek Elementary

- 86,000 SF New Facility
- Zero Energy
- Energy Star
- PV: 350 kW
- EUI: 15

Kenton County Schools

Edgewood, Kentucky

Turkey Foot Middle School

- 133,359 SF New Facility
- Zero Energy
- LEED Gold
- PV: 453 kW
- EUI: 22



Andrew Godoy

Electrical Engineer

Profile

Role

Electrical Engineer

Bio

Andrew first joined CMTA as an intern in 2013 while attending University of Louisville, then joined CMTA full-time after graduating in 2016.

When it comes to community and education-based projects, Andrew understands how vital electrical systems play a part in determining a good project from a great one. He enthusiastically looks forward to conquering inevitable challenges and future projects along the way, as well as meeting new clients and making their projects come to life.

Education

B.S., Electrical Engineering, University of Louisville, 2016

7 Years with firm

7 Years experience



Select Project Examples

City of Cincinnati

Cincinnati, Ohio

District 3 Police Headquarters

- 39,600 SF
- Zero Energy
- LEED Platinum
- PV: 329 kW
- EUI: 26.7

Kentucky Air National Guard

Frankfort, Kentucky

Boone National Guard Army Aviation Support Building

- 115,300 SF New Facility
- LEED Gold
- PV: 80 kW
- EUI: 15

CMTA

Lexington, Kentucky

Lexington Office Building

- 12,000 SF New Facility
- Zero Energy
- LEED Platinum
- PV: 8 kW
- EUI: 14

Arlington Public Schools

Arlington, Virginia

Discovery Elementary School

- 98,000 SF New Facility
- Zero Energy
- Energy Star
- PV: 497 kW
- EUI: 15.2

Coppell Independent School District

Coppell, Texas

Richard J Lee Elementary School

- 96,000 SF New Facility
- Zero Energy
- LEED Gold
- PV: 358 kW
- EUI: 19

Technical Approach



Technical Approach

Photovoltaic (PV) Systems

The photovoltaic industry continues to evolve rapidly meaning that whatever worked on the last project might be outdated and expensive on the next. CMTA's solar design experts are on the forefront of many of these trends to ensure that our clients are able to leverage the best available photovoltaic technology.

CMTA has designed over 140 Megawatts of photovoltaic systems on hundreds of high-performance projects all around the county and implements the latest technologies and innovations in solar module design, inverter design and cost-effective mounting technologies. Our staff is uniquely qualified based on their wide range of experience within the PV industry which consists of NABCEP accredited installers, inspectors and designers with a combined experience of over 40 years. This expertise allows our team to bring unmatched value and innovation to any project.

Our process starts at the conceptual design level, involves consideration of building massing, orientation, self-shading, roof obstacles and utility interconnection viability. Next, we assess the potential EUI of the building and ensure we understand the impact of loads within the building we have designed. We live by the "reduce before produce" model, which ensures a focus on reducing building loads and other efficiency opportunities before lowering the EUI of the building with PV. This line of thinking and design allows CMTA to ensure the size of a projects solar PV plant is optimized.



CALHOUN CONSTRUCTION SERVICES

PV MODULE SPECS

Q.PEAK DUO BLK ML-G10+ SERIES



395 - 415 Wp | 132 Cells
21.1% Maximum Module Efficiency

MODEL Q.PEAK DUO BLK ML-G10.a+
Q.PEAK DUO BLK ML-G10+



Breaking the 21% efficiency barrier

Q.ANTUM DUO Z Technology with zero gap cell layout boosts module efficiency up to 21.1%.



A reliable investment

Inclusive 25-year product warranty and 25-year linear performance warranty¹.



Enduring high performance

Long-term yield security with Anti LeTID Technology,¹ Anti PID Technology² and Hot-Spot Protect.



Extreme weather rating

High-tech aluminium alloy frame, certified for high snow (5400 Pa) and wind loads (4000 Pa).



Innovative all-weather technology

Optimal yields, whatever the weather with excellent low-light and temperature behaviour.



The most thorough testing programme in the industry

Qcells is the first solar module manufacturer to pass the most comprehensive quality programme in the industry: The new "Quality Controlled PV" of the independent certification institute TÜV Rheinland.

¹ See data sheet on rear for further information

² APT test conditions according to IEC/TS 62804-1 2015, method A (-1500 V, 96 h)

The ideal solution for:



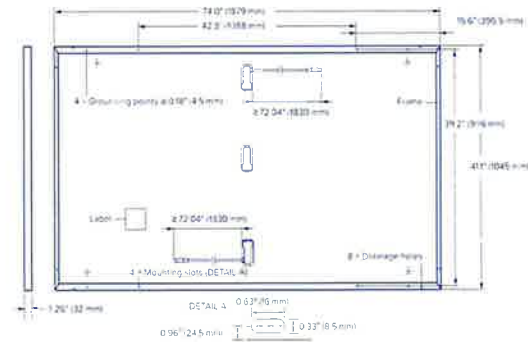
Rooftop arrays on residential buildings



Q.PEAK DUO BLK ML-G10+ SERIES

Mechanical Specification

Format	74.0 in × 41.1 in × 1.26 in (including frame) (1879 mm × 1045 mm × 32 mm)
Weight	48,5 lbs (22,0 kg)
Front Cover	0.13 in (3.2 mm) thermally pre-stressed glass with anti-reflection technology
Back Cover	Composite film
Frame	Black anodised aluminium
Cell	6 × 22 monocrystalline Q.ANTUM solar half cells
Junction box	2 09-3.98 in × 1.26-2.36 in × 0.59-0.71 in (53-101 mm × 32-60 mm × 15-18 mm), IP67, with bypass diodes
Cable	4 mm ² Solar cable; (+) ≥ 72.04 in (1830 mm), (-) ≥ 72.04 in (1830 mm)
Connector	Stäubli MC4; IP68



Electrical Characteristics

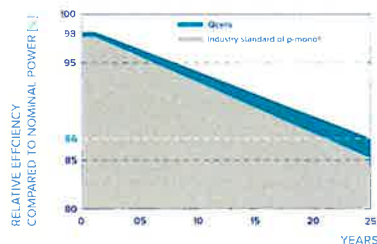
POWER CLASS			395	400	405	410	415
MINIMUM PERFORMANCE AT STANDARD TEST CONDITIONS, STC ¹ (POWER TOLERANCE +5 W/-0 W)							
Minimum	Power at MPP ¹	P _{MPP} [W]	395	400	405	410	415
	Short Circuit Current ¹	I _{SC} [A]	11.02	11.05	11.08	11.11	11.14
	Open Circuit Voltage ¹	V _{OC} [V]	45.20	45.24	45.27	45.31	45.34
	Current at MPP	I _{MPP} [A]	10.48	10.54	10.60	10.65	10.71
	Voltage at MPP	V _{MPP} [V]	37.68	37.95	38.22	38.48	38.74
	Efficiency ¹	η [%]	≥ 20.1	≥ 20.4	≥ 20.6	≥ 20.9	≥ 21.1

MINIMUM PERFORMANCE AT NORMAL OPERATING CONDITIONS, NMOT²

Minimum	Power at MPP	P _{MPP} [W]	296.4	300.1	303.9	307.6	311.4
	Short Circuit Current	I _{SC} [A]	8.88	8.91	8.93	8.95	8.98
	Open Circuit Voltage	V _{OC} [V]	42.63	42.66	42.69	42.73	42.76
	Current at MPP	I _{MPP} [A]	8.25	8.30	8.35	8.40	8.45
	Voltage at MPP	V _{MPP} [V]	35.93	36.16	36.39	36.61	36.84

¹Measurement tolerances P_{MPP} ± 3%; I_{SC}, V_{OC} ± 5% at STC: 1000 W/m², 25 ± 2 °C, AM 1.5 according to IEC 60904-3 • ²800 W/m², NMOT, spectrum AM 1.5

Qcells PERFORMANCE WARRANTY

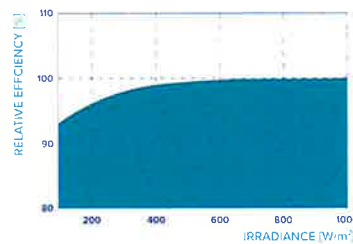


At least 98% of nominal power during first year. Thereafter max. 0.5% degradation per year. At least 93.5% of nominal power up to 10 years. At least 86% of nominal power up to 25 years.

All data within measurement tolerances. Full warranties in accordance with the warranty terms of the Qcells sales organisation of your respective country.

*Standard terms of guarantee for the 5 PV companies with the highest production capacity in 2021 (February 2021)

PERFORMANCE AT LOW IRRADIANCE



Typical module performance under low irradiance conditions in comparison to STC conditions (25 °C, 1000 W/m²)

TEMPERATURE COEFFICIENTS

Temperature Coefficient of I _{SC}	α	[%/K]	+0.04	Temperature Coefficient of V _{OC}	β	[%/K]	-0.27
Temperature Coefficient of P _{MPP}	γ	[%/K]	-0.34	Nominal Module Operating Temperature	NMOT	[°F]	109 ± 5.4 (43 ± 3 °C)

Properties for System Design

Maximum System Voltage	V _{sys}	[V]	1000 (IEC)/1000 (UL)	PV module classification	Class II
Maximum Series Fuse Rating		[A DC]	20	Fire Rating based on ANSI/UL 61730	TYPE 2
Max. Design Load, Push/Pull ³		[lbs/ft ²]	75 (3600 Pa)/55 (2660 Pa)	Permitted Module Temperature on Continuous Duty	-40 °F up to +185 °F (-40 °C up to +85 °C)
Max. Test Load, Push/Pull ³		[lbs/ft ²]	113 (5400 Pa)/84 (4000 Pa)		

³ See Installation Manual

Qualifications and Certificates

UL61730-1 & UL61730-2, CE-compliant, Quality Controlled PV - TÜV Rheinland, IEC 61215:2016, IEC 61730:2016, U.S. Patent No. 9,893,215 (solar cells),



*Contact your Qcells Sales Representative for details regarding the module's eligibility to be Buy American Act (BAA) compliant.

Qcells pursues minimizing paper output in consideration of the global environment.

Note: Installation instructions must be followed. Contact our technical service for further information on approved installation of this product.
Hanwha Q CELLS America Inc. 400 Spectrum Center Drive, Suite 1400, Irvine, CA 92618, USA | TEL: +1 949 748 59 96 | EMAIL: hqc-inquiry@qcells.com | WEB: www.qcells.com

qcells

CALHOUN CONSTRUCTION SERVICES

INVERTER SPECS

Three Phase Inverters for the 120/208V Grid For North America

SE10KUS / SE17.3KUS



The best choice for SolarEdge enabled systems

- / Specifically designed to work with power optimizers
- / Quick and easy inverter commissioning directly from a smartphone using SolarEdge SetApp
- / Fixed voltage inverter for superior efficiency and longer strings
- / Built-in type 2 DC and AC Surge Protection, to better withstand lightning events
- / Small, lightest in its class, and easy to install outdoors or indoors on provided bracket
- / Integrated arc fault protection and rapid shutdown for NEC 2014, 2017, and 2020, per article 690.11 and 690.12
- / Built-in module-level monitoring with Ethernet, wireless or cellular communication for full system visibility
- / Integrated Safety Switch
- / UL1741 SA and SB certified, for CPUC Rule 21 grid compliance

Three Phase Inverters for the 120/208V Grid⁽¹⁾

For North America

SE10KUS / SE17.3KUS

Model Number	SE10KUS	SE17.3KUS	
Applicable to inverters with part number	SEXXK-USX2IXXXX		
OUTPUT			
Rated AC Power Output	10000	17300	W
Maximum Apparent AC Output Power	10000	17300	VA
AC Output Line Connections	3W + PE, 4W + PE		
AC Output Voltage Minimum-Nominal-Maximum ⁽²⁾ (L-N)	105 – 120 – 132.5		Vac
AC Output Voltage Minimum-Nominal-Maximum ⁽²⁾ (L-L)	183 – 208 – 229		Vac
AC Frequency Minimum-Nominal-Maximum ⁽²⁾	59.3 – 60 – 60.5		Hz
Continuous Output Current (per Phase)	27.8	48.25	Aac
GFDI Threshold	1		A
Utility Monitoring, Islanding Protection, Country Configurable Set Points	Yes		
THD	≤ 3		%
Power Factor Range	+/- 0.85 to 1		
INPUT			
Maximum DC Power (Module STC)	17500	30275	W
Transformer-less, Ungrounded	Yes		
Maximum Input Voltage DC+ to DC-	600		Vdc
Operating Voltage Range	370 – 600		Vdc
Maximum Input Current	27.8	48.25	Adc
Maximum Input Short Circuit Current	55		Adc
Reverse-Polarity Protection	Yes		
Ground-Fault Isolation Detection	167kΩ Sensitivity ⁽³⁾		
CEC Weighted Efficiency	97	97.5	%
Night-time Power Consumption	< 4		W
ADDITIONAL FEATURES			
Supported Communication Interfaces	2 x RS485, Ethernet, Cellular (optional)		
Inverter Commissioning	With the SetApp mobile application using built-in Wi-Fi access point for local connection		
Rapid Shutdown	NEC2014, NEC2017 and NEC2020 compliant/certified		
RS485 Surge Protection Plug-in	Supplied with the inverter, Built-in		
AC, DC Surge Protection	Type II, field replaceable, Built-in		
DC Fuses (Single Pole)	25A, Built-in		
Smart Energy Management	Export Limitation		
DC SAFETY SWITCH			
DC Disconnect	Integrated		
STANDARD COMPLIANCE			
Safety	UL1741, UL1741 SA, UL1741 SB, UL1699B, CSA C22.2, Canadian AFCI according to T.I.L. M-07		
Grid Connection Standards	IEEE1547-2018, Rule 21, Rule 14 (H1)		
Emissions	FCC part15 class A		
INSTALLATION SPECIFICATIONS			
AC Output Conduit size /AWG range	¾" or 1" / 6 - 10 AWG		
DC Input Conduit size / AWG range	¾" or 1" / 6 - 12 AWG		
Number of DC inputs pairs	4		
Dimensions with Safety Switch (H x W x D)	31.8 x 12.5 x 11.8 / 808 x 317 x 300		in / mm
Weight with Safety Switch	78.2 / 35.5		lb / kg
Cooling	Fans (user replaceable)		
Noise	< 62		dBA
Operating Temperature Range	-40 to +140 / -40 to +60(4)		°F / °C
Protection Rating	NEMA 3R		
Mounting	Bracket provided		

(1) For 277/480V inverters refer to the [Three Phase Inverters for the 277/480V Grid for North America datasheet](#)

(2) For other regional settings please contact SolarEdge support.

(3) Where permitted by local regulations

(4) For power de-rating information refer to the [Temperature De-rating - Technical Note \(North America\)](#)

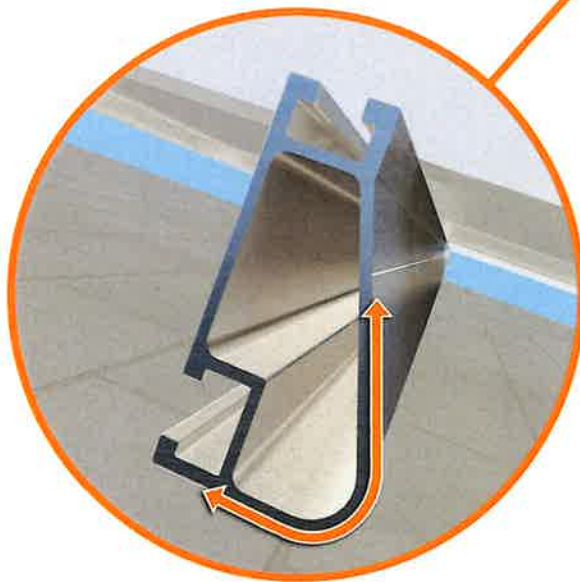
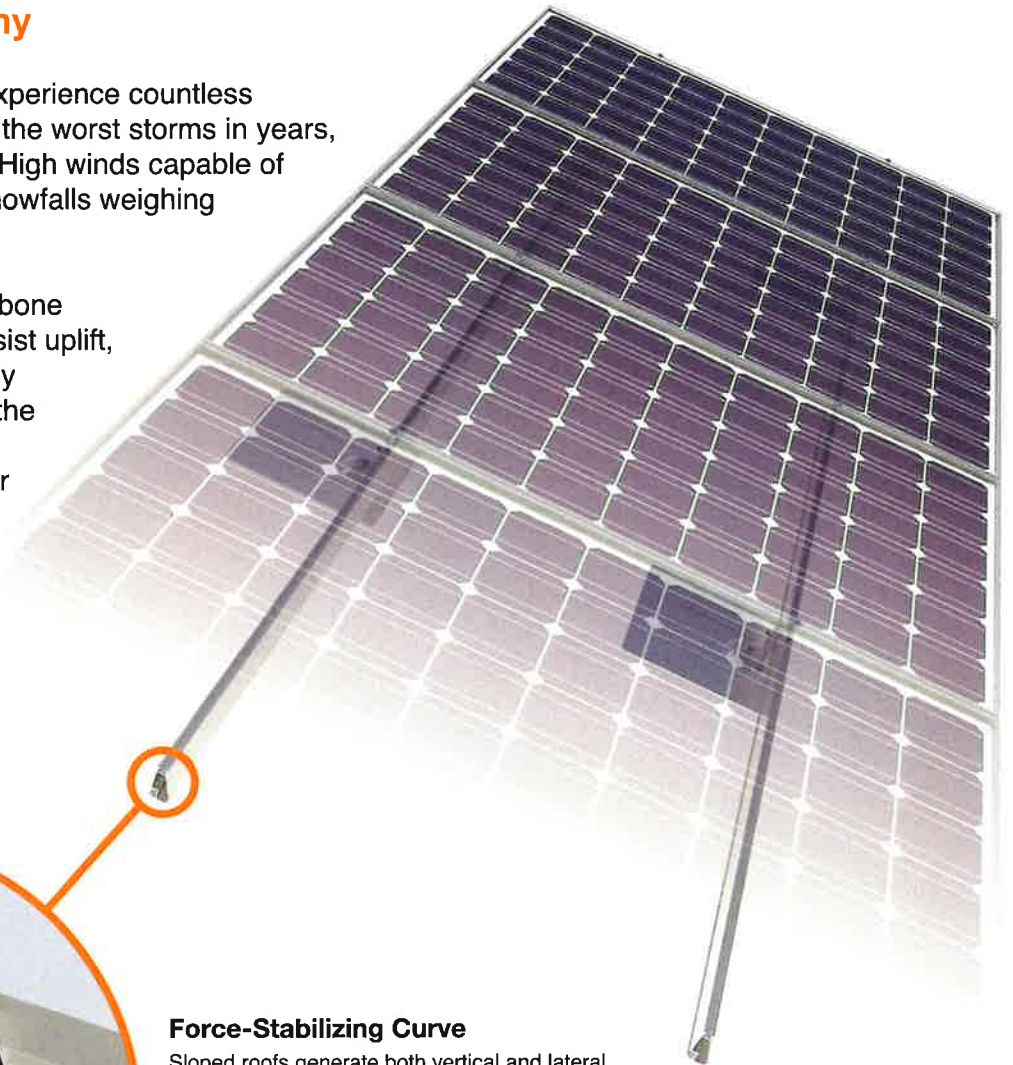
CALHOUN CONSTRUCTION SERVICES

RACKING AND STANTION SPECS

Solar Is Not Always Sunny

Over their lifetime, solar panels experience countless extreme weather events. Not just the worst storms in years, but the worst storms in 40 years. High winds capable of ripping panels from a roof, and snowfalls weighing enough to buckle a panel frame.

XR Rails® are the structural backbone preventing these results. They resist uplift, protect against buckling and safely and efficiently transfer loads into the building structure. Their superior spanning capability requires fewer roof attachments, reducing the number of roof penetrations and the amount of installation time.



Force-Stabilizing Curve

Sloped roofs generate both vertical and lateral forces on mounting rails which can cause them to bend and twist. The curved shape of XR Rails® is specially designed to increase strength in both directions while resisting the twisting. This unique feature ensures greater security during extreme weather and a longer system lifetime.

Compatible with Flat & Pitched Roofs



XR Rails® are compatible with FlashFoot® and other pitched roof attachments.



IronRidge® offers a range of tilt leg options for flat roof mounting applications.

Corrosion-Resistant Materials

All XR Rails® are made of 6000-series aluminum alloy, then protected with an anodized finish. Anodizing prevents surface and structural corrosion, while also providing a more attractive appearance.



XR Rail® Family

The XR Rail® Family offers the strength of a curved rail in three targeted sizes. Each size supports specific design loads, while minimizing material costs. Depending on your location, there is an XR Rail® to match.



XR10

XR10 is a sleek, low-profile mounting rail, designed for regions with light or no snow. It achieves spans up to 6 feet, while remaining light and economical.

- 6' spanning capability
- Moderate load capability
- Clear & black anodized finish
- Internal splices available



XR100

XR100 is a residential and commercial mounting rail. It supports a range of wind and snow conditions, while also maximizing spans up to 10 feet.

- 10' spanning capability
- Heavy load capability
- Clear & black anodized finish
- Internal splices available



XR1000

XR1000 is a heavyweight among solar mounting rails. It's built to handle extreme climates and spans up to 12 feet for commercial applications.

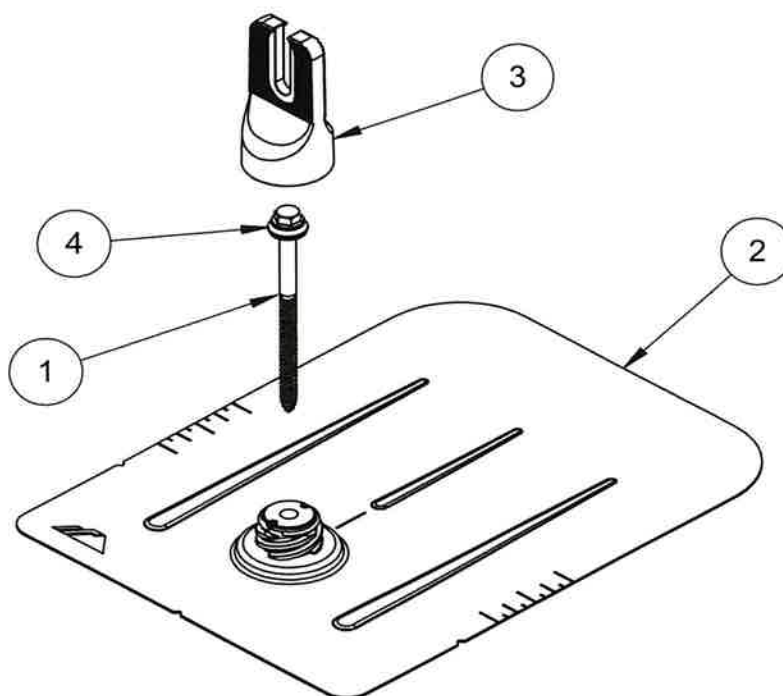
- 12' spanning capability
- Extreme load capability
- Clear anodized finish
- Internal splices available

Rail Selection

The table below was prepared in compliance with applicable engineering codes and standards.* Values are based on the following criteria: ASCE 7-16, Gable Roof Flush Mount, Roof Zones 1 & 2e, Exposure B, Roof Slope of 8 to 20 degrees and Mean Building Height of 30 ft. Visit IronRidge.com for detailed certification letters.

Load		Rail Span					
Snow (PSF)	Wind (MPH)	4'	5' 4"	6'	8'	10'	12'
None	90	XR10		XR100		XR1000	
	120						
	140						
	160						
20	90						
	120						
	140						
	160						
30	90						
	160						
40	90						
	160						
80	160						
120	160						

*Table is meant to be a simplified span chart for conveying general rail capabilities. Use approved certification letters for actual design guidance.

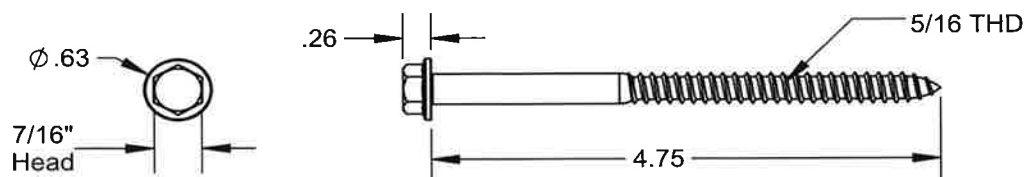


ITEM NO.	DESCRIPTION	Qty in Kit
1	BOLT LAG 5/16 X 4.75"	1
2	ASSY, FLASHING	1
3	ASSY, CAP	1
4	WASHER, EPDM BACKED	1

FLASHFOOT 2

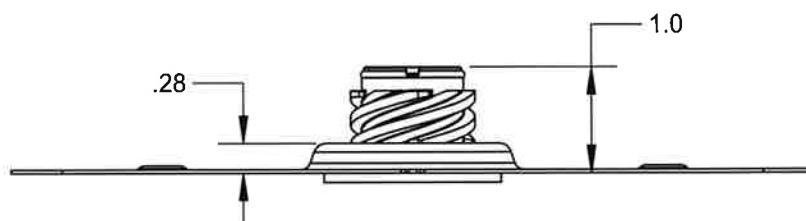
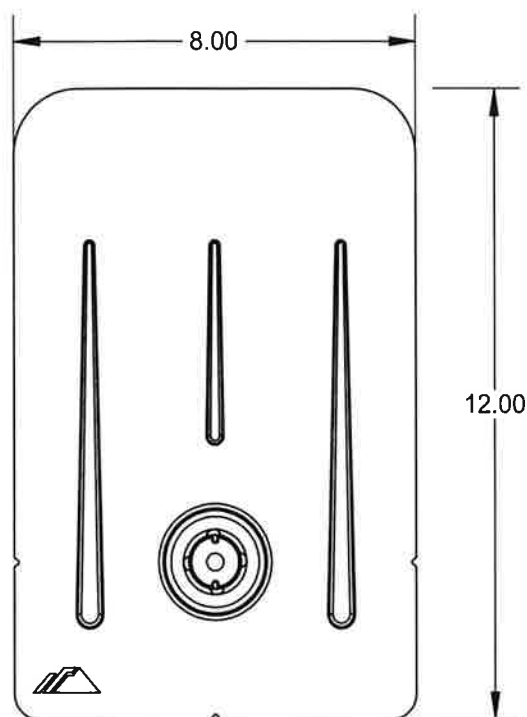
Part Number	Description
FF2-02-M2	FlashFoot2® (Mill)
FF2-02-B2	FlashFoot2® (Black)

1) Bolt, Lag 5/16 x 4.75



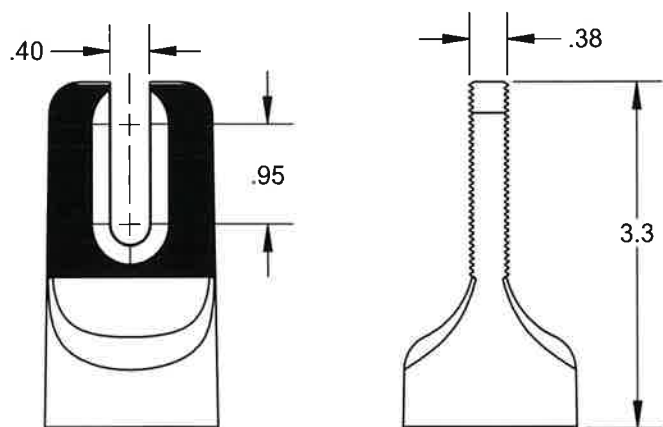
Property	Value
Material	300 Series Stainless Steel
Finish	Clear

2) Assy, Flashing



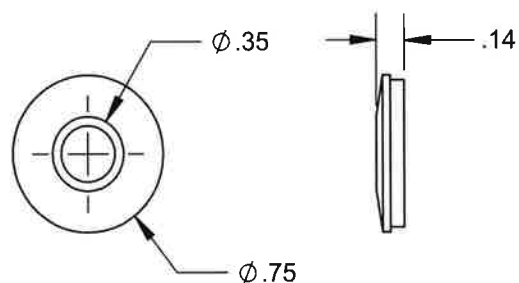
Property	Value
Material	Aluminum
Finish	Mill/Black

3) Assy, Cap



Property	Value
Material	Aluminum
Finish	Mill/Black

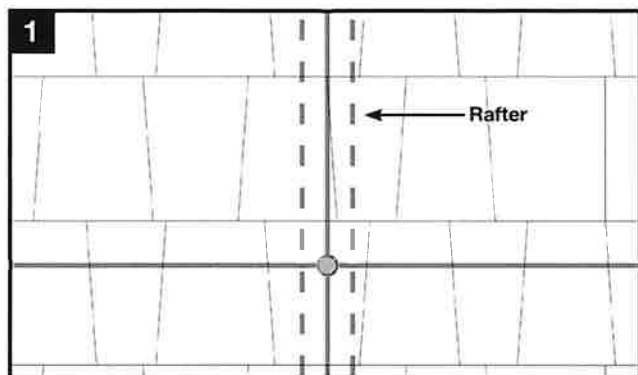
4) Washer, EPDM Backed



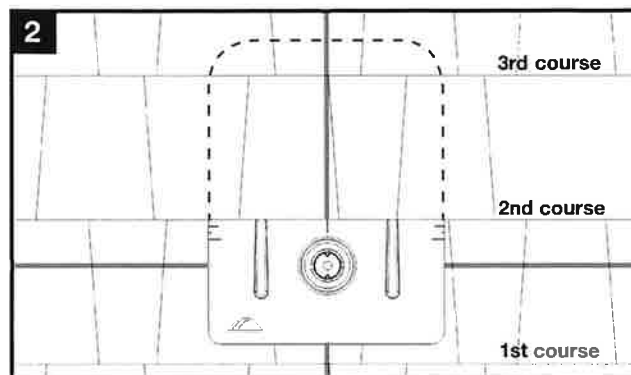
Property	Value
Material	300 Series Stainless Steel
Finish	Clear

Installation

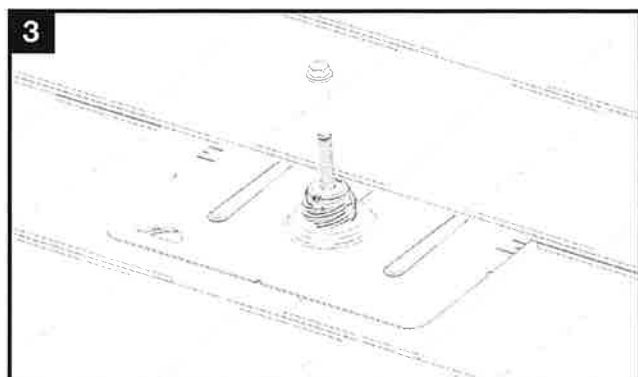
Tools Required: tape measure, chalk line, stud finder, roofing bar, caulking gun, driver with 1/4" bit and 7/16" hex socket.



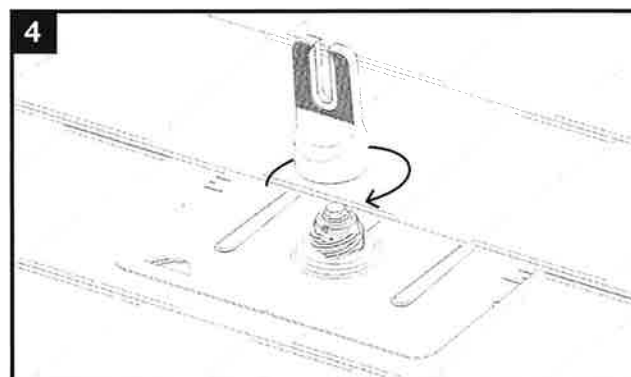
Locate rafters and snap vertical and horizontal lines to mark flashing locations. Drill 1/4" pilot holes, then fill with roofing manufacturer's approved sealant.



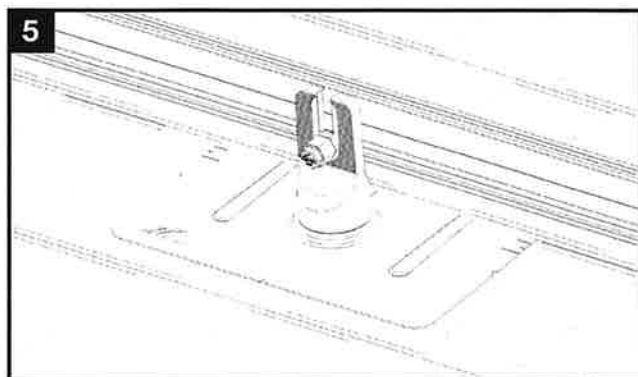
Slide flashing, between 1st and 2nd course, so the top is at least 3/4" above the edge of the 3rd course and the bottom is above the edge of the 1st course.



Line up pilot hole with flashing hole and insert lag bolt with bonded washer through flashing. Tighten lag bolt until fully seated.



Place Cap onto flashing in desired orientation for E/W or N/S rails and rotate 180 degrees. FlashFoot 2 is now installed and ready for IronRidge XR Rails.



Attach rails to either side of the open slot using bonding hardware. Level rail at desired height, then torque to 250 in-lbs (21 ft-lbs).

Structural Certification

Designed and Certified for Compliance with the International Building Code & ASCE/SEI-7.

Water Seal Ratings

Water Sealing Tested to UL 441 Section 27 "Rain Test" and TAS 100-95 "Wind Driven Rain Test" by Intertek. Ratings applicable for composition shingle roofs having slopes between 2:12 and 12:12. Tested and evaluated without sealant. Any roofing manufacturer approved sealant is allowed.

UL 2703

Conforms to UL 2703 Mechanical and Bonding Requirements. See IronRidge Flush Mount Installation Manual for full ratings.

CALHOUN CONSTRUCTION SERVICES

RAPID SHUT DOWN SPECS

Power Optimizer

P860 / P960



POWEROPTIMIZER

PV power optimization at the module-level

The most cost effective solution for commercial and large field installations

- Specifically designed to work with SolarEdge inverters
- High efficiency with module-level MPPT, for maximized system energy production and revenue, and fast project ROI
- Superior efficiency (99.5%)
- Balance of System cost reduction; 50% less cables, fuses and combiner boxes, over 2x longer string lengths possible
- Fast installation with a single bolt
- Advanced maintenance with module-level monitoring
- Module-level voltage shutdown for installer and firefighter safety
- Use with two PV modules connected in series or in parallel
- Meets NEC requirements for arc fault protection (AFCI) and Photovoltaic Rapid Shutdown System (PVRSS)

/ Power Optimizer

P860 / P960

Power Optimizer Model (Typical Module Compatibility)	P860 (for 2 x 72 cell modules)		P960 (for 2 x 72 cell modules)	Unit
INPUT				
Rated Input DC Power ⁽¹⁾	860		960	W
Connection type	Dual input for independently connected modules ⁽²⁾			
Absolute Maximum Input Voltage (Voc at lowest temperature)	60			Vdc
MPPT Operating Range	12.5 - 60			Vdc
Maximum Short Circuit Current (Isc)	22	23		Adc
Maximum Short Circuit Current per input (Isc)	11	11.5		Adc
Maximum Efficiency	99.5			%
Weighted Efficiency	98.6			%
Overvoltage Category	II			
OUTPUT DURING OPERATION (POWER OPTIMIZER CONNECTED TO OPERATING INVERTER)				
Maximum Output Current	18			Adc
Maximum Output Voltage	80			Vdc
OUTPUT DURING STANDBY (POWER OPTIMIZER DISCONNECTED FROM INVERTER OR INVERTER OFF)				
Safety Output Voltage per Power Optimizer	1 ±0.1			Vdc
STANDARD COMPLIANCE				
Photovoltaic Rapid Shutdown System	Compliant with NEC 2014, 2017 ⁽³⁾ , 2020			
EMC	FCC Part15 Class A, IEC61000-6-2, IEC61000-6-3			
Safety	IEC62109-1 (class II safety), UL1741			
Material	UL-94 V-0, UV Resistant			
RoHS	Yes			
INSTALLATION SPECIFICATIONS				
Compatible SolarEdge Inverters	Three phase inverters			
Maximum Allowed System Voltage	1000			Vdc
Dimensions (W x L x H)	129 x 168 x 59 / 5.1 x 6.61 x 2.32			mm / in
Weight (including cables)	1064 / 2.34			gr / lb
Input Connector	MC4 ⁽⁴⁾			
Output Wire Length ⁽⁵⁾	Lengths options	Input #1	Input #2	m / ft
	(1)	(-) 0.16 / 0.52, (+) 0.16 / 0.52	(-) 0.16 / 0.52, (+) 0.16 / 0.52	
	(2)	(-) 1.6 / 5.24, (+) 0.16 / 0.52	(-) 0.16 / 0.52, (+) 1.6 / 5.24	
Output Wire Type / Connector	Double Insulated, MC4			
Output Wire Length	2.3 / 7.2			
Operating Temperature Range ⁽⁶⁾	-40 to +85 / -40 to +185			°C / °F
Protection Rating	IP68 / NEMA6P			
Relative Humidity	0 - 100			%

(1) Rated power of the module at STC will not exceed the optimizer Rated Input DC Power Modules with up to +5% power tolerance are allowed

(2) In a case of odd number of PV modules in one string, it is allowed to install one P860/P960 power optimizer connected to one PV module. When connecting a single module to P860/P960, seal the unused input connectors with the supplied pair of seals

(3) NEC 2017 requires max combined input voltage be not more than 80V.

(4) For other connector types please refer to <https://www.solaredge.com/sites/default/files/optimizer-input-connector-compatibility.pdf>

(5) Longer inputs wire length are available for use with split junction box modules. For options 2, order P860-xxxYxxx

(6) For ambient temperature above +70°C / +158°F power de-rating is applied. Refer to Power Optimizers Temperature De-Rating Application Note for more details

PV SYSTEM DESIGN USING SOLAREEDGE INVERTER ⁽⁷⁾		THREE PHASE FOR 230/400V GRID	THREE PHASE FOR 277/480V GRID
		P860/P960	
Minimum String Length	Power Optimizers	14	
	PV Modules	27	
Maximum String Length	Power Optimizers	30	
	PV Modules	60	
Maximum Power per String		13500 ⁽⁸⁾	15300 ⁽⁹⁾
Parallel Strings of Different Lengths or Orientations		Yes	

(7) It is not allowed to mix P860/P960 with P730/P800p/P850/P950/P1100 in one string or to mix with P370-P505 in one string.

(8) For the 230/400V grid up to 15,750W per string may be installed when the maximum power difference between each string is 2,000W

(9) For the 277/480V grid up to 15,750W per string may be installed when the maximum power difference between each string is 2,000W

CALHOUN CONSTRUCTION SERVICES

COMMERICAL INVERTER MONITORING SYSTEM SPECS

Revenue Grade Energy Meter with Modbus Connection for 208V Grid for North America

SE-RGMTR-3D-208V-A

SE-RGMTR-3Y-208V-A



Revenue Grade Energy Meter for Commercial Installations

- High accuracy revenue grade meter readings for production monitoring
- Small and easy to install - fits in standard electrical panel
- Supports commercial and utility-size installations
- Supports RS485 120 Ω line termination
- Communicates over RS485 to provide monitoring data

/ Revenue Grade Energy Meter with Modbus Connection for 208V Grid for North America

SE-RGMTR-3D-208V-A, SE-RGMTR-3Y-208V-A

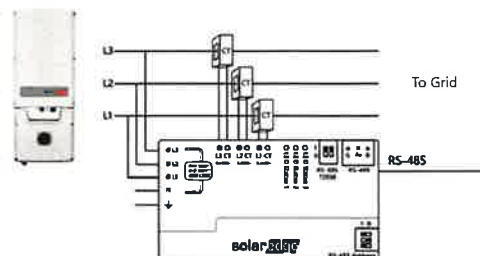
WHEN ORDERING A METER, ORDER CURRENT TRANSFORMERS AS WELL⁽¹⁾:

CURRENT TRANSFORMER MODELS ⁽²⁾	CLASS	RATED RMS CURRENT	DIMENSIONS (INTERNAL/ EXTERNAL)
SEACTL-1250-150-C3	0.3	150 A	1.83 x 1.26 in. / 4.50 x 3.30 in.
SEACTL-1250-300-C3	0.3	300 A / 600 A ⁽³⁾	

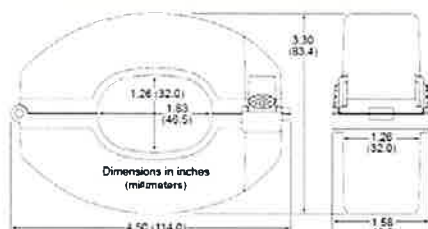
⁽¹⁾ Current Transformers should be ordered separately

⁽²⁾ One current transformer per phase; Sold in kits of 3 CTs. For other ratings contact SolarEdge

⁽³⁾ 600 A is achieved by connecting two SEACTL-1250-300-C3 in parallel



Current Transformer Dimensions



		SE-RGMTR-3D-208V-A	SE-RGMTR-3Y-208V-A	UNITS
ELECTRICAL SERVICE				
Nominal Voltage Range	Line to Line	202-240	208-240	Vac
	Line to Neutral		120-277	Vac
Operating Voltage Range	Line to Line	182-264	187-264	Vac
	Line to Neutral		108-305	Vac
Grids ⁽⁴⁾		3 Phase 3 Wire Delta	3 Phase 4 Wire Wye	
AC Frequency		55-65 ⁽⁵⁾		Hz
Accuracy (@ 77°F/ 25°C, PF: 0.7-1) ⁽⁶⁾		ANSI C12.20 Edition 2010 (class 0.5 system)		
Power Consumption		1 - 1.5 (Typical) 3 (Max)		W
COMMUNICATION				
Supported Communication Interfaces		RS485 half-duplex, 3 wires (A, B, GND)		
Response Time		≤1		sec
Default Device ID (Modbus)		1		
STANDARD COMPLIANCE				
Safety		UL 61010-1; CAN/CSA-C22.2 No. 61010-1-04, IEC 61010-1		
Immunity		EN 61326: 2002; EN 61000-4-2; EN 61000-4-3; EN 61000-4-4; EN 61000-4-5; EN61000-4-6; EN 61000-4-11		
Emissions		FCC Part 15, Class B; EN 55022: 1994, Class B		
INSTALLATION SPECIFICATIONS				
Dimensions (HxWxD)		4.40 x 1.38 x 2.95		in
Weight		0.45		lb
Operating Temperature Range ⁽⁷⁾		-40 to +185		°F
Relative Humidity (noncondensing)		5% to 90% up to 104°F decreasing linearity to 50% RH at 131°F		%
Protection Rating		IP20 - Suitable for indoor use IP65 - Suitable for outdoor use when mounted inside an electrical enclosure that is rated NEMA 3R or 4		
Mounting Type		DIN Rail		

⁽⁴⁾ PE (Protective Earth) connection is not required for meter operation

⁽⁵⁾ When used for RGM C12.20 application: 45 - 65 Hz for all other applications

⁽⁶⁾ Using Opt C0.3 CT models available from CCS

⁽⁷⁾ Current Transformers operating Temperature Range -30 to +75°C / -22 to +167°F

CALHOUN CONSTRUCTION SERVICES

WARRANTY INFORMATION

1. MODULES – 25 YEARS
2. INVERTER – 10 YEARS
3. MONITORING – 5 YEARS
4. RAPID SHUT DOWN SYSTEM – 25 YEARS
5. RACKING SYSTEM – 25 YEARS
6. INSTALLATION / WORKMANSHIP – 5 YEARS
7. ROOFING /PENATRATIONS – 5 YEARS

CALHOUN CONSTRUCTION SERVICES

MODULES – 25 YEARS

LIMITED WARRANTY FOR CRYSTALLINE PHOTOVOLTAIC MODULES FROM Q CELLS

Valid from March 1st, 2022

This limited warranty ("Limited Warranty") is issued by Hanwha Q CELLS USA Inc., 300 Nexus Drive, Dalton GA 30721, USA, or its successors or assigns ("HQC"), and applies exclusively to Q CELLS Modules (as defined in Section 1.a.).

1. SCOPE

a. "Products" consist of the Q CELLS Modules and Microinverters as defined in this Section 1.a.

(i) "Q CELLS Modules" are defined in this Limited Warranty as Q CELLS branded photovoltaic modules manufactured by HQC or its authorized manufacturers (hereinafter "Q CELLS module") that are sold and installed within the United States and Canada and are of the following product type:

- Q.PEAK DUO BLK-G10+ / AC

(ii) "Microinverters" are defined in this Limited Warranty as the microinverters assembled with the Q CELLS Modules and are of the following product type:

- IQ™7+-series microinverters

FOR THE AVOIDANCE OF DOUBT, THIS LIMITED WARRANTY SUPERSEDES AND REPLACES ANY MANUFACTURER WARRANTY FOR THE MICROINVERTERS WITH RESPECT TO THE CUSTOMER.

b. Beneficiary

The sole and exclusive beneficiary of this Limited Warranty is (i) an end customer who (A) purchases Products from HQC or from any one of its authorized distributors or installers ("Distributor") and (B) is the initial installer of such Products into a specific photovoltaic (PV) solar energy project ("Project"), and (ii) any of the end customer's successors or assigns (each, a "Transferee"), as long as (A) the Product remains at the Original Location (as defined below), (B) the Transferee submits to HQC's designee a "Change of Ownership Form", (C) the Transferee pays the applicable transfer fee ("Transfer Fee") to HQC's designee as set forth in the Change of Ownership Form within 30 days from the date of transfer to the Transferee and (D) if applicable, the Transferee complies with the Registration requirements in Section 2.c. (such end customer as defined in this Section 1.b.(i) or Transferee, as applicable, "Customer"). The submission of a Change of Ownership Form is required

for continued Limited Warranty coverage. The Transfer Fee is subject to reasonable adjustment from time to time (as determined at HQC's or its designee's discretion). The Change of Ownership Form will be provided by HQC upon Customer's request.

c. Validity

This Limited Warranty takes effect on July 1st, 2020 and shall remain valid until a new version of warranty applying to the Products is released by HQC.

d. Term

The term of this Limited Warranty ("Term") for the Customer begins on the date of initial delivery of the applicable Product to the Customer ("Warranty Start Date") and ends at the end of the warranty periods set forth in Section 2.. The performance of warranty services under this Limited Warranty does not extend the Term. HQC's obligations under this Limited Warranty are conditioned upon the Customer's compliance with its payment obligations for purchase of the applicable Product.

2. WARRANTY

a. Q CELLS Module Product Warranty

Subject to the terms and conditions in this Limited Warranty, HQC warrants to the Customer that the Q CELLS Modules, when installed, used, and serviced under normal operating conditions and in accordance with Q CELLS Module Installation Manual provided by HQC or Distributor will be free from any defects in materials and workmanship that have a significantly negative effect on the power output of the Q CELLS Modules (collectively, "Q CELLS Module Defect") for a period of twenty-five (25) years following the Warranty Start Date. The warranty in this Section 2.a. does not warrant a specific power output of the Q CELLS Modules, which shall be exclusively covered under the Performance Warranty in Section 2.d..

b. Microinverter Warranty

Subject to the terms and conditions in this Limited Warranty, HQC warrants to the Customer that the Microinverters assembled

together with the Q CELLS Modules and installed for use at the original location of the Project in the United States or Canada, as applicable (the "Original Location") will be free from defects in workmanship and materials for a period of twenty-five (25) years following the Warranty Start Date (the "Microinverter Warranty").

c. Registration

The Microinverter Warranty provided by HQC in this Limited Warranty is conditioned on the Customer registering the respective Microinverter within forty-five (45) days from the date of first installation (the "Registration") by either (i) completing and returning the registration card found at the end of this Limited Warranty to Enphase Energy, Inc. as HQC's designee at the address set forth in this Section 2.c., (ii) registering online at www.enphase.com/register-my-product; or (iii) registration through the Enlighten™ application when an Enphase Envoy product is purchased and installed as part of the Project, except that IF CUSTOMER IS A RESIDENT OF CALIFORNIA, CONNECTICUT OR ANY OTHER STATE THAT FORBIDS THE RETURN OF A REGISTRATION CARD AS A CONDITION PRECEDENT TO WARRANTY COVERAGE, THEN THE REGISTRATION REQUIREMENTS DESCRIBED IN THIS SECTION 2.C. SHALL NOT APPLY.

Return Registration Card to:

Enphase Energy, Inc.
Attn: Product Registration on behalf of Hanwha Q CELLS USA Inc.
Customer Service
3210 Elder St.
Boise, ID 83705
United States of America

d. Q CELLS Module Performance Warranty

Subject to the terms and conditions of this Limited Warranty, HQC warrants to the Customer that the Q CELLS Modules are manufactured to (i) produce a power output of at least ninety-eight percent (98%) of the minimum power output specified in the applicable module data sheet during the first twelve (12) months following the Warranty Start Date, and (ii) have a yearly maximum decrease (or degradation) of power of not more than fifty-four hundredths of one percent (0.54%) from start of the second (2nd) twelve (12)-month period following the Warranty Start Date until the end of such twelve (12)-month period, and repeated for each successive twelve (12)-month period until the twenty-fifth (25th) anniversary of the Warranty Start Date, (collectively, "Performance Warranty"). As an example, the Q CELLS Module will be manufactured to have a minimum power output of eighty-five percent (85%) of the minimum power output specified in the applicable module data sheet at the end of the term of this Limited Warranty. Failure to meet the Performance Warranty is defined herein as a "Performance Defect." In the event of a Performance Defect claim, the

power output of any Q CELLS Modules described in this Section 2.d. shall be measured by HQC under the Standard Test Conditions ("STCs") defined in the IEC standards EN 61215 and 60904-3 in effect as of the Warranty Start Date.

3. EXCLUSIONS

The Limited Warranty shall not apply to any Product affected by the following events or conditions:

1. Product that has been misused, neglected, tampered with, altered or otherwise damaged, either internally or externally;
2. usage, transport, storage, installation, operation and / or handling, including in any manner, condition or environment (i) for which the applicable Product was not designed or suitable, (ii) that exceed the specifications set out in the applicable data sheet and / or (iii) that fails to strictly comply with the applicable installation manual, user manual (including, without limitation, any installation or use of the Product in combination with components not listed in such installation or user manual as being compatible with the Product), packaging and transportation information sheet and / or applicable laws or regulations;
3. system or components of such system that are of a design, configuration or installation that does not meet the standards typically used by experienced professionals in the industry;
4. service, operation or maintenance of the Product by anyone who is not a representative of HQC or its designee, incorrect, improper or inadequate service operation or maintenance of the Project, or any normal wear and tear, rust or stains, scratches, dents on the casing or paintwork of the Product;
5. damage caused by environmental or other external conditions, including, but not limited to (i) acid rain or snow, (ii) blowing sand, (iii) saline air, (iv) pollution of any kind in the air, soil or water, (v) unusual oxidation levels, (vi) mold, (vii) generalized corrosion, (viii) biological infestations, (viii) any nearby fire, explosion, smoke or charring, (ix) input voltage that creates operating conditions beyond the maximum or minimum limits listed in the applicable Product data sheet or (x) high input voltage from generators or lightning strikes;
6. damage caused by acts of nature or acts of God, including, but not limited to, lightning, hail, frost, snow, storms, tidal waves, floods, extreme temperatures, earthquakes, typhoons, tornadoes, volcanic eruptions, meteorites, ground motions, earth fissures or landslides;

7. damage caused directly or indirectly by acts of violence or intervention by third parties or external forces, including but not limited to, misadventure, riots, war, insurrection, communal violence, damage caused by shipping or handling by third parties, vandalism, damage caused by animals, and / or acts or omissions by third parties beyond the control of HQC;
8. damage to the Project in which the Products are installed caused by external factors, including, but not limited to, voltage fluctuations, power peaks, excess current, power failure, poor electrical or mechanical engineering work, or other faults occurring in a power supply system with or without mains connection, whether or not such faults in the power supply system was contributed to by any act or omission of the Customer;
9. Product modified or used in processes involving other products or components, without obtaining the prior written consent of HQC or its designee;
10. the original identification markings, including serial number, product label or trademark or logo, have been defaced, removed, changed, deleted or made unrecognizable;
11. the utility approved operating parameters of a Microinverter have been altered, and such alteration causes the Microinverter to malfunction, fail or fail to optimally perform;
12. the Product used on any mobile carriers (such as motor vehicles or ships); and / or
13. the Customer fails to provide notification of a Product Defect or Performance Defect in accordance with Section 4.a. within 30 days of the initial discovery or prior to the end of the applicable warranty period set forth in Section 2..

4. WARRANTY CLAIMS

a. Customers who believe they have a justified claim covered by this Limited Warranty must first immediately notify HQC's designee in accordance with the RMA process defined in Section 4.d. below.

b. Customer Inspection

The Customer must inspect the Products for visible defect when delivered. The Customer must notify HQC of any defects immediately, but in no event later than (30) days after any such defects were discovered during such visible defect inspection process.

c. Warranty Claims

The Customer will be entitled to make claims under this Limited Warranty ("Warranty Claims") only if the Customer has provided

documented evidence sufficient to prove that the malfunctioning or non-conformity of a Product resulted exclusively from a Product Defect or Performance Defect covered by this Limited Warranty. If the Warranty Claim is based on glass breakage, then the Customer shall conduct a static load calculation on the substructure.

d. Warranty Claim Compliance

The Customer must comply with the HQC's designee's then-current Return Merchandise Authorization ("RMA") process, set forth at <https://enphase.com/en-us/support/return-merchandise-authorization-procedure>, to make a Warranty Claim. For the avoidance of doubt, Enphase Energy, Inc. will provide customer service for RMAs on behalf of HQC. If a Customer returns a Product without complying with the RMA process or without all parts included in the original package, HQC (i) will not accept any Warranty Claims not in compliance with the RMA or delivery of any unauthorized return shipments of Products and (ii) shall be entitled to charge a restocking fee equal to the higher of fifteen percent (15%) of the original Customer's purchase price of the Product (as reasonably apportioned to the applicable Product by HQC, if necessary) or the retail value of the missing parts.

e. Warranty Claim Procedure

The Customer is responsible for shipping, at its expense, the Product to HQC or its designee for evaluation. HQC or its designee shall pay the costs of a technical inspection and, in the event that the Warranty Claim is confirmed by such inspection, transportation of any repaired or replacement Product to Customer at the original location of the Project. Any Product that HQC or its designee determines is not defective or that is returned without a valid RMA may be rejected and returned at Customer's expense (subject to prepayment), or kept for thirty (30) days for pick-up by Customer and then disposed of at HQC's sole discretion without further liability on the part of HQC or obligation to Customer. To make a Warranty Claim, the Customer must submit the original receipt or invoice, which bears the date of the purchase and of the delivery, the serial numbers of the relevant Products and the name of the authorized distributor or seller.

f. Ownership Interest

The Products sent to HQC, or its designee, in the course of the RMA process shall remain the property of the Customer until any inspection has been completed and HQC provides a replacement or refund. At the time any refund or delivery of a replacement Product to the Customer takes place under this Limited Warranty, the ownership interest of the returned Product passes to HQC or its designee. Any repaired, replaced or additionally supplied Products will be warranted only for the remainder of the original warranty period applicable to the original Product.

5. REMEDIES

a. Product Defect Remedy

If HQC determines following a Warranty Claim that a Product Defect exists, then HQC or its designee shall, at its discretion, within a reasonable time provide: (i) a remedy or repair for the Product Defect using new and/or reconditioned parts or Products of original or improved design; (ii) provide a replacement Product in place of the Product with the Product Defect; or (iii) provide the Customer monetary compensation equal to the market value of the Q CELLS Module or Microinverter, as applicable, as of the time Customer notifies HQC's designee of the applicable Warranty Claim in accordance with Section 4.a. above, as reasonably determined by HQC.

b. Performance Warranty Remedy

If HQC determines following a Warranty Claim that a Q CELLS Module has a Performance Defect, then HQC shall, at its discretion, within a reasonable time: (i) remedy or repair the Performance Defect; (ii) provide a replacement module in place of the Q CELLS Module that has the Performance Defect; (iii) make up the difference to the guaranteed power output by providing additional modules; or (iv) provide to the Customer monetary compensation equal to the portion of the market value of the Q CELLS Module as of the time Customer notifies Enphase of the applicable Warranty Claim in accordance with Section 4.a. above, as reasonably determined by HQC (the "Module Value"), that is in the same proportion to the Module Value as the actual measured power is to the guaranteed power.

c. Sole and Exclusive Remedy and Obligation

THE REMEDIES SET FORTH IN THIS SECTION 5. ARE HQC'S SOLE AND EXCLUSIVE LIABILITY AND OBLIGATION, AND THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, FOR ANY PRODUCT DEFECT OR PERFORMANCE DEFECT IN ANY PRODUCT. THE REMEDY EXTENDED TO THE CUSTOMER SPECIFICALLY EXCLUDES ANY REIMBURSEMENT FOR THE COSTS OR EXPENSES INCURRED FOR (I) UNINSTALLING OR DISMANTLING ANY DEFECTIVE PRODUCT OR PARTS, (II) RE-INSTALLING ANY REPAIRED OR REPLACED PRODUCTS OR PARTS, (III) REMOVING, INSTALLING OR TROUBLESHOOTING CUSTOMER'S ELECTRICAL SYSTEMS OR (IV) LOSS OF POWER.

6. WARRANTY LIMITATIONS

THE GRANT OF THIS LIMITED WARRANTY BY HQC IS CONDITIONED UPON AGREEMENT BY CUSTOMER TO THE TERMS, CONDITIONS AND REQUIREMENTS HEREIN.

THE LIMITED WARRANTY DOES NOT COVER (I) TECHNICAL OR DESIGN DEFECTS OR SHORTCOMINGS, OR COSMETIC DEFECTS, SHORTCOMINGS OR CHANGES, INCLUDING ANY COLOR CHANGES, (II) COSTS RELATED TO THE REMOVAL, INSTALLATION OR TROUBLESHOOTING OF CUSTOMER'S ELECTRICAL SYSTEMS OR (II) SOFTWARE PROGRAMS INSTALLED IN A PRODUCT AND THE RECOVERY AND REINSTALLATION OF SUCH SOFTWARE PROGRAMS AND DATA. HQC DOES NOT WARRANT THAT THE OPERATION OF ANY PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE. NO HQC OR ENPHASE EMPLOYEE OR ANY DISTRIBUTOR OR OTHER AUTHORIZED RESELLER IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION OR ADDITION TO THIS LIMITED WARRANTY.

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, THE WARRANTIES SET FORTH IN THIS LIMITED WARRANTY ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE PRODUCTS, INCLUDING ANY

IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR WARRANTIES AS TO THE ACCURACY, SUFFICIENCY OR SUITABILITY OF ANY TECHNICAL OR OTHER INFORMATION PROVIDED IN MANUALS OR OTHER DOCUMENTATION .

ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT TO THE EXTENT REQUIRED BY APPLICABLE LAW ARE LIMITED TO THE PERIODS OF THE LIMITED PRODUCT AND LIMITED PERFORMANCE WARRANTIES SET FORTH ABOVE, OR SUCH SHORTER PERIOD AS PERMITTED BY APPLICABLE LAW. HQC IS NOT RESPONSIBLE OR LIABLE IN ANY WAY FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY, OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER, ARISING OUT OF OR RELATED TO ANY PRODUCT UNLESS OTHERWISE STIPULATED BY MANDATORY STATUTORY LAW. IN PARTICULAR, HQC'S LIABILITY FOR FRAUDULENT OR WILLFUL INTENT, GROSS NEGLIGENCE OR PERSONAL INJURY, IN EACH CASE, UNDER APPLICABLE MANDATORY LIABILITY LAW SHALL REMAIN UNAFFECTED.

EXCEPT AS PROVIDED IN THIS SECTION 6., THE PRODUCTS, THE PRODUCT DOCUMENTATION AND ALL INFORMATION ARE PROVIDED ON AN "AS IS" BASIS.

IN NO EVENT WILL HQC BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, LOSSES, COSTS OR EXPENSES HOWEVER ARISING, WHETHER IN CONTRACT OR TORT, INCLUDING ECONOMIC

LOSSES OF ANY KIND, LOSS OF USE, LOST REVENUE AND/OR LOST POWER, ARISING FROM OR RELATING TO THIS LIMITED WARRANTY OR ANY PRODUCT OR ANY REPLACEMENT OR ADDITIONAL PRODUCT SUPPLIED BY HQC OR ITS DESIGNEE HEREUNDER, EVEN IF HQC OR SUCH DESIGNEE IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

THE TOTAL LIABILITY OF HQC, ANY DISTRIBUTOR, AND / OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS ARISING FROM OR RELATING TO THIS LIMITED WARRANTY, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT RECEIVED BY HQC FOR THE PRODUCT THAT IS THE SUBJECT OF THE CLAIM OR DISPUTE.

SOME JURISDICTIONS LIMIT OR DO NOT PERMIT LIABILITY DISCLAIMERS, LIMITATIONS OR EXCLUSIONS, SO THE ABOVE LIABILITY DISCLAIMERS, LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CUSTOMER IN SAID JURISDICTION. CUSTOMER MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS LIMITED WARRANTY FOR THE PRODUCTS, AND MAY ALSO HAVE OTHER MANDATORY RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION, WHICH SHALL REMAIN UNAFFECTED.

CUSTOMER ACKNOWLEDGES THAT THE FOREGOING LIABILITY DISCLAIMERS, LIMITATIONS AND EXCLUSIONS ARE AN ESSENTIAL ELEMENT OF THE RELEVANT SALES AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH LIABILITY DISCLAIMERS, EXCLUSIONS AND LIMITATIONS THE PURCHASE PRICE OF THE PRODUCTS WOULD BE SUBSTANTIALLY HIGHER.

7. ASSIGNMENT

Assignment

Except to the extent expressly permitted herein, this Limited Warranty may not be assigned or transferred by Customer, and any attempt to assign or transfer in violation of this paragraph shall be null and void. HQC expressly reserves the right to novate or assign its rights and obligations under this Limited Warranty to a third party with the demonstrated expertise and requisite resources needed to effectively discharge the obligations hereunder.

8. MISCELLANEOUS

a. Severability

If any provision of this Limited Warranty terms and conditions is held to be invalid, illegal or unenforceable in any respect, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law

and the remaining provisions will continue in full force and effect.

b. Governing Law

All matters arising from or relating to this Limited Warranty shall be governed by the laws of the State of California, without regard to its choice of law rules. The UN Convention on the International Sale of Goods shall not apply.

9. ARBITRATION

a. Please read the following arbitration agreement in this Section ("Arbitration Agreement") carefully. It requires Customer ("you") to arbitrate disputes with HQC ("us") and limits the manner in which you can seek relief from us. THE LAWS OF CERTAIN JURISDICTIONS DO NOT PERMIT THE USE OF MANDATORY ARBITRATION CLAUSES. WHERE SUCH LAWS APPLY TO CUSTOMER, THIS ARBITRATION CLAUSE MAY NOT APPLY.

b. Applicability of Arbitration Agreement

You agree that any dispute or claim relating in any way to your access or use of any Product, or to any aspect of your relationship with us, will be resolved by binding arbitration rather than in court, except that (i) you may assert claims in small claims court if your claims qualify; and (ii) you or we may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents).

c. Arbitration Rules and Forum

For any dispute in connection with this Limited Warranty, you agree to first contact us at the email address identified below and attempt to resolve the dispute with us informally. If the dispute has not been resolved after 60 days, both parties agree to resolve such dispute through binding arbitration under the Optional Expedited Arbitration Procedures then in effect for the Judicial Arbitration and Mediation Services ("JAMS"). JAMS may be contacted at www.jamsadr.com. The existence, content and result of the arbitration shall be held in confidence by all participants. The arbitration will be conducted by a single arbitrator selected by agreement of the parties or, failing such agreement, appointed in accordance with the JAMS rules. The arbitration shall be conducted in English and in Santa Clara County, California. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, we will pay such fees for you. In addition, we will reimburse all such JAMS's filing, administrative, hearing and/or other fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Any judgment on the award rendered by the arbitrator

may be entered in any court of competent jurisdiction. The arbitrator shall have exclusive authority to (i) determine the scope and enforceability of this Arbitration Agreement, and (ii) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitrator will decide the rights and liabilities, if any, of the parties. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and this Limited Warranty. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon the parties.

d. Waiver of Jury Trial

YOU AND WE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and we are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Arbitration Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

e. Waiver of Class or Other Non-Individualized Relief

ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER. If a decision is issued stating that applicable law precludes enforcement of any of this subsection's limitations as to a given claim for relief, then such claim shall be severed from the arbitration and brought into the State or Federal Courts located in San Francisco, California. All other claims shall be arbitrated.

f. 30-Day Right to Opt Out

You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to Hanwha Q CELLS America Inc., 400 Spectrum Center Drive,

Suite 1400, Attention: Legal Department, within 30 days after first becoming subject to this Arbitration Agreement. You may also opt-out of the provisions of this Arbitration Agreement by sending written notice of your decision to the following email address: HQCA-Legal@us.q-cells.com. Your notice must include your name and address, and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Limited Warranty will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter into in the future, with us.

g. Severability

Except as provided above, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

h. Survival of Agreement

This Arbitration Agreement will survive the termination of your relationship with us.

CALHOUN CONSTRUCTION SERVICES

INVERTER WARRANTY – 12 YEARS

LIMITED PRODUCT WARRANTY

This SolarEdge Technologies Ltd. limited warranty (the "Limited Warranty") covers defects in workmanship and materials of the below-listed products ("Products") for the applicable warranty period set out below ("Warranty Period"). See [Products Covered and Warranty Period](#).

The Limited Warranty only applies to the buyer who purchased the Products from an authorized seller of SolarEdge for use within the continent where SolarEdge originally sold the Products and in accordance with their intended purpose. The Limited Warranty may be transferred from the buyer to any assignee and will remain in effect for the time period remaining under the foregoing warranties, provided that the Products are not moved outside their original country of installation. Also, any reinstallation must follow the installation procedures and guidelines accompanying the Products (collectively the "Documentation").

Warranty Activation

If the buyer discovers any defect in workmanship and materials within the applicable Warranty Period and wants to activate the Limited Warranty, then the buyer must promptly after such discovery report the defect to SolarEdge by sending an email to support@solaredge.com. The email must include this information: (i) a short description of the defect, (ii) the Product's serial number, and (iii) a scanned copy of the purchase receipt or warranty certificate of the applicable Product. Note that the Product's serial number must be legible and properly attached to the Product in order to be eligible for coverage.

After receiving notification from the buyer, SolarEdge will determine whether or not the reported defect is eligible for coverage under the Limited Warranty. If SolarEdge determines that the reported defect is not eligible for coverage under the Limited Warranty, SolarEdge will notify the buyer accordingly and will explain the reason why such coverage is not available. See [Warranty Exclusions](#).

If SolarEdge determines that the reported defect is eligible for coverage under the Limited Warranty, SolarEdge will notify the buyer accordingly, and SolarEdge may, at its sole discretion, take any of the following actions:

- Repair the Product at SolarEdge's facilities or on-site.; or
- Issue a credit note for the defective Product in an amount up to its actual value at the time the buyer notifies SolarEdge of the defect, as determined by SolarEdge, for use toward the purchase of a new Product; or
- Provide the buyer with replacement units for the Product. When replacement Products are sent, SolarEdge generally sends them within 48 hours. SolarEdge may use new, used or refurbished parts that are at least functionally equivalent to the original part when making warranty repairs. The repaired Product or replacement parts or Product, as applicable, will continue to be covered under the Limited Warranty for the remainder of the then-current Warranty Period for the Product.

In any of the above, SolarEdge will determine if the Product should be returned to SolarEdge and, if SolarEdge so determines, the Return Merchandise Authorization ("RMA") Procedure will be invoked. When the RMA Procedure is invoked by SolarEdge, SolarEdge will instruct the buyer how to package and ship the Product or part(s) to the designated location. SolarEdge will bear the cost of such shipment, upon receipt of the Product or part(s), SolarEdge will, at its expense and sole discretion, either repair or replace the Product or part(s)

SolarEdge will deliver the repaired or replaced Product or part(s) to the buyer at the buyer's designated location in countries where SolarEdge has an office and/or there is a significant PV market. For the specific

list of countries to which such service is provided, see

http://www.solaredge.com/articles/shipping_cost_coverage_warranty.

SolarEdge will bear the cost of such shipment, including shipping and customs (where applicable), and the buyer will bear any applicable value added tax. SolarEdge may elect to ship replacement Product(s) and/or part(s) prior to receipt of the Product and/or part(s) to be returned to SolarEdge as per the above.

All costs, including, without limitation, labor, travel, and boarding costs of SolarEdge service personnel or others that are incurred for labor relating to repairs, uninstalling, and reinstalling of Products on-site, as well as costs related to the buyer's employees and contractors repair or replacement activities, are not covered by the Limited Warranty and, unless otherwise agreed in writing in advance by SolarEdge, will be borne by the buyer.

Warranty Exclusions

The Limited Warranty does not apply to components that are separate from the Products, ancillary equipment, and consumables, such as, for example, cables, cable holders, fuses, wires, and connectors, whether supplied by SolarEdge or others. Some components may carry their own manufacturer warranty. See the product datasheet for more details.

This Limited Warranty will not apply if (a) the buyer is in default under the General Terms and Conditions of sale or any other Agreement governing the purchase of the Product, or (b) the Product or any part thereof is:

- Damaged as a result of misuse, abuse, accident, negligence or failure to maintain the Product;
- Damaged as a result of modifications, alterations or attachments thereto which were not pre-authorized in writing by SolarEdge;
- Damaged due to the failure to observe the applicable safety regulations governing the proper use of the Product;
- Installed or operated not in strict conformance with the Documentation, including without limitation, not ensuring sufficient ventilation for the Product as described in the SolarEdge Documentation;
- Opened, modified or disassembled in any way without SolarEdge's prior written consent;
- Used in combination with equipment, items or materials not permitted by the Documentation or in violation of local codes and standards;
- Damaged by software, interfacing, parts, supplies or other products not supplied by SolarEdge;
- Damaged as a result of improper site preparation or maintenance or improper installation;
- Damaged or rendered non-functional as a result of power surges, lightning, fire, flood, pest damage, accident, action of third parties, direct exposure to sea water or other events beyond SolarEdge's reasonable control or not arising from normal operating conditions; or
- Damaged during or in connection with shipping or transport to or from the buyer where the buyer arranges such shipping or transport.

Additionally, the Limited Warranty does not apply to:

- The input connector for all power optimizers with a part number ending in C.
- Any EV charger cable that is damaged due to: physical abuse and damage, commercial use, rust, water damage, domestic wear and tear, use of car inlets which are incompatible with the Smart EV Charger connector;
- Cellular Wireless Communication plans which are governed under the SolarEdge Communication Plan Terms and Conditions available on the SolarEdge website; or
- The SolarEdge Home Battery. See a dedicated warranty document for the SolarEdge Home Battery Low Voltage and the SolarEdge Home Battery High Voltage available on the SolarEdge website.

- Cosmetic or superficial defects, dents, marks or scratches, which do not influence the proper functioning of the Product.

THE LIMITED WARRANTIES SET OUT HEREIN ARE THE ONLY EXPRESS WARRANTIES MADE IN CONNECTION WITH THE PRODUCTS AND ARE IN LIEU OF ANY OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS PURCHASED BY BUYER FROM SOLAREGE, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), ALL OF WHICH ARE EXPRESSLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Claims by the buyer that go beyond the warranty terms set out herein, including claims for compensation or damages, are not covered by the Limited Warranty, insofar as SolarEdge is not subject to statutory liability. In such cases, please contact the company that sold you the Product. Eventual claims in accordance with the law on product liability remain unaffected.

Coverage under the Limited Warranty is subject to the buyer complying with the foregoing notification requirements and cooperating with SolarEdge's directions. SolarEdge's sole obligation and the buyer's exclusive remedy for any defect warranted hereunder is limited to those actions expressly stated above. Such actions are final and do not grant any further rights, in particular with respect to any claims for compensation.

Unless otherwise specified in an executed Agreement with SolarEdge, the Limited Warranty and related provisions set out herein are subject to SolarEdge's General Terms and Conditions, including, without limitation, the provisions thereof, which relate to disclaimer of warranties, limitation of liability and governing law and jurisdiction.

Products Covered and Warranty Period

Power Optimizers

25 years commencing on the earlier of: (i) 4 months from the date the power optimizers are shipped from SolarEdge; and (ii) the installation of the power optimizers

Module Embedded Power Optimizers (CSI and OPJ models)

25 years commencing on the earlier of: (i) 4 months from the date the power optimizers are shipped from SolarEdge; and (ii) the installation of the power optimizers, *provided, however*, that the Warranty Period shall not exceed the maximum of (1) the module product warranty and (2) the module power warranty periods provided by the applicable module manufacturer.

Inverters

12* years commencing on the earlier of: (i) 4 months from the date the products are shipped from SolarEdge; and (ii) the installation of the products.

Safety & Monitoring Interface (SMI), Auto-transformer, Backup Interface

12* years commencing on the earlier of: (i) 4 months from the date the products are shipped from SolarEdge; and (ii) the installation of the products.

* In some countries the inverter warranty is limited to 7 years. For a list of these countries, see http://www.solaredge.com/articles/warranty_exceptions

StorEdge Interface

10 years commencing on the earlier of: (i) 4 months from the date the Interfaces are shipped from SolarEdge; and (ii) the installation of the Interfaces.

ZigBee Gateway, Commercial Gateway, Firefighter Gateway, Smart Energy products, Cellular Communication Products, RS485 Plug-in, Energy Meter, Smart EV Charger (North America region only)
5 years commencing on the earlier of: (i) 4 months from the date the product is shipped from SolarEdge; and (ii) the installation of the product. Warranty duration of Cellular Communication Products is the same whether or not the product is pre-installed in the inverter.

SolarEdge EV Charger (Europe)

3 years commencing on the earlier of: (i) 6 months from the date the product is shipped from SolarEdge; and (ii) the installation of the product.

Revised: March 2022

To view YouTube videos for installing, wiring, and commissioning SolarEdge Inverters please click the links or scan the following QR codes:

For more information on Installation:

<https://youtu.be/pjuo7KjRHxc>



For more information on Wiring:

https://youtu.be/o_EgCnL_r38



For more information on Commissioning:

https://youtu.be/_JoiC4_H8sk



CALHOUN CONSTRUCTION SERVICES

MONITORING – 5 YEARS

LIMITED PRODUCT WARRANTY

This SolarEdge Technologies Ltd. limited warranty (the "Limited Warranty") covers defects in workmanship and materials of the below-listed products ("Products") for the applicable warranty period set out below ("Warranty Period"). See [Products Covered and Warranty Period](#).

The Limited Warranty only applies to the buyer who purchased the Products from an authorized seller of SolarEdge for use within the continent where SolarEdge originally sold the Products and in accordance with their intended purpose. The Limited Warranty may be transferred from the buyer to any assignee and will remain in effect for the time period remaining under the foregoing warranties, provided that the Products are not moved outside their original country of installation. Also, any reinstallation must follow the installation procedures and guidelines accompanying the Products (collectively the "Documentation").

Warranty Activation

If the buyer discovers any defect in workmanship and materials within the applicable Warranty Period and wants to activate the Limited Warranty, then the buyer must promptly after such discovery report the defect to SolarEdge by sending an email to support@solaredge.com. The email must include this information: (i) a short description of the defect, (ii) the Product's serial number, and (iii) a scanned copy of the purchase receipt or warranty certificate of the applicable Product. Note that the Product's serial number must be legible and properly attached to the Product in order to be eligible for coverage.

After receiving notification from the buyer, SolarEdge will determine whether or not the reported defect is eligible for coverage under the Limited Warranty. If SolarEdge determines that the reported defect is not eligible for coverage under the Limited Warranty, SolarEdge will notify the buyer accordingly and will explain the reason why such coverage is not available. See [Warranty Exclusions](#).

If SolarEdge determines that the reported defect is eligible for coverage under the Limited Warranty, SolarEdge will notify the buyer accordingly, and SolarEdge may, at its sole discretion, take any of the following actions:

- Repair the Product at SolarEdge's facilities or on-site.; or
- Issue a credit note for the defective Product in an amount up to its actual value at the time the buyer notifies SolarEdge of the defect, as determined by SolarEdge, for use toward the purchase of a new Product; or
- Provide the buyer with replacement units for the Product. When replacement Products are sent, SolarEdge generally sends them within 48 hours. SolarEdge may use new, used or refurbished parts that are at least functionally equivalent to the original part when making warranty repairs. The repaired Product or replacement parts or Product, as applicable, will continue to be covered under the Limited Warranty for the remainder of the then-current Warranty Period for the Product.

In any of the above, SolarEdge will determine if the Product should be returned to SolarEdge and, if SolarEdge so determines, the Return Merchandise Authorization ("RMA") Procedure will be invoked. When the RMA Procedure is invoked by SolarEdge, SolarEdge will instruct the buyer how to package and ship the Product or part(s) to the designated location. SolarEdge will bear the cost of such shipment, upon receipt of the Product or part(s), SolarEdge will, at its expense and sole discretion, either repair or replace the Product or part(s)

SolarEdge will deliver the repaired or replaced Product or part(s) to the buyer at the buyer's designated location in countries where SolarEdge has an office and/or there is a significant PV market. For the specific

list of countries to which such service is provided, see

http://www.solaredge.com/articles/shipping_cost_coverage_warranty.

SolarEdge will bear the cost of such shipment, including shipping and customs (where applicable), and the buyer will bear any applicable value added tax. SolarEdge may elect to ship replacement Product(s) and/or part(s) prior to receipt of the Product and/or part(s) to be returned to SolarEdge as per the above.

All costs, including, without limitation, labor, travel, and boarding costs of SolarEdge service personnel or others that are incurred for labor relating to repairs, uninstalling, and reinstalling of Products on-site, as well as costs related to the buyer's employees and contractors repair or replacement activities, are not covered by the Limited Warranty and, unless otherwise agreed in writing in advance by SolarEdge, will be borne by the buyer.

Warranty Exclusions

The Limited Warranty does not apply to components that are separate from the Products, ancillary equipment, and consumables, such as, for example, cables, cable holders, fuses, wires, and connectors, whether supplied by SolarEdge or others. Some components may carry their own manufacturer warranty. See the product datasheet for more details.

This Limited Warranty will not apply if (a) the buyer is in default under the General Terms and Conditions of sale or any other Agreement governing the purchase of the Product, or (b) the Product or any part thereof is:

- Damaged as a result of misuse, abuse, accident, negligence or failure to maintain the Product;
- Damaged as a result of modifications, alterations or attachments thereto which were not pre-authorized in writing by SolarEdge;
- Damaged due to the failure to observe the applicable safety regulations governing the proper use of the Product;
- Installed or operated not in strict conformance with the Documentation, including without limitation, not ensuring sufficient ventilation for the Product as described in the SolarEdge Documentation;
- Opened, modified or disassembled in any way without SolarEdge's prior written consent;
- Used in combination with equipment, items or materials not permitted by the Documentation or in violation of local codes and standards;
- Damaged by software, interfacing, parts, supplies or other products not supplied by SolarEdge;
- Damaged as a result of improper site preparation or maintenance or improper installation;
- Damaged or rendered non-functional as a result of power surges, lightning, fire, flood, pest damage, accident, action of third parties, direct exposure to sea water or other events beyond SolarEdge's reasonable control or not arising from normal operating conditions; or
- Damaged during or in connection with shipping or transport to or from the buyer where the buyer arranges such shipping or transport.

Additionally, the Limited Warranty does not apply to:

- The input connector for all power optimizers with a part number ending in C.
- Any EV charger cable that is damaged due to: physical abuse and damage, commercial use, rust, water damage, domestic wear and tear, use of car inlets which are incompatible with the Smart EV Charger connector;
- Cellular Wireless Communication plans which are governed under the SolarEdge Communication Plan Terms and Conditions available on the SolarEdge website; or
- The SolarEdge Home Battery. See a dedicated warranty document for the SolarEdge Home Battery Low Voltage and the SolarEdge Home Battery High Voltage available on the SolarEdge website.

- Cosmetic or superficial defects, dents, marks or scratches, which do not influence the proper functioning of the Product.

THE LIMITED WARRANTIES SET OUT HEREIN ARE THE ONLY EXPRESS WARRANTIES MADE IN CONNECTION WITH THE PRODUCTS AND ARE IN LIEU OF ANY OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS PURCHASED BY BUYER FROM SOLAREEDGE, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), ALL OF WHICH ARE EXPRESSLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Claims by the buyer that go beyond the warranty terms set out herein, including claims for compensation or damages, are not covered by the Limited Warranty, insofar as SolarEdge is not subject to statutory liability. In such cases, please contact the company that sold you the Product. Eventual claims in accordance with the law on product liability remain unaffected.

Coverage under the Limited Warranty is subject to the buyer complying with the foregoing notification requirements and cooperating with SolarEdge's directions. SolarEdge's sole obligation and the buyer's exclusive remedy for any defect warranted hereunder is limited to those actions expressly stated above. Such actions are final and do not grant any further rights, in particular with respect to any claims for compensation.

Unless otherwise specified in an executed Agreement with SolarEdge, the Limited Warranty and related provisions set out herein are subject to SolarEdge's General Terms and Conditions, including, without limitation, the provisions thereof, which relate to disclaimer of warranties, limitation of liability and governing law and jurisdiction.

Products Covered and Warranty Period

Power Optimizers

25 years commencing on the earlier of: (i) 4 months from the date the power optimizers are shipped from SolarEdge; and (ii) the installation of the power optimizers

Module Embedded Power Optimizers (CSI and OPJ models)

25 years commencing on the earlier of: (i) 4 months from the date the power optimizers are shipped from SolarEdge; and (ii) the installation of the power optimizers, *provided, however*, that the Warranty Period shall not exceed the maximum of (1) the module product warranty and (2) the module power warranty periods provided by the applicable module manufacturer.

Inverters

12* years commencing on the earlier of: (i) 4 months from the date the products are shipped from SolarEdge; and (ii) the installation of the products.

Safety & Monitoring Interface (SMI), Auto-transformer, Backup Interface

12* years commencing on the earlier of: (i) 4 months from the date the products are shipped from SolarEdge; and (ii) the installation of the products.

* In some countries the inverter warranty is limited to 7 years. For a list of these countries, see http://www.solaredge.com/articles/warranty_exceptions

StorEdge Interface

10 years commencing on the earlier of: (i) 4 months from the date the Interfaces are shipped from SolarEdge; and (ii) the installation of the Interfaces.

ZigBee Gateway, Commercial Gateway, Firefighter Gateway, Smart Energy products, Cellular Communication Products, RS485 Plug-in, Energy Meter, Smart EV Charger (North America region only)
5 years commencing on the earlier of: (i) 4 months from the date the product is shipped from SolarEdge; and (ii) the installation of the product. Warranty duration of Cellular Communication Products is the same whether or not the product is pre-installed in the inverter.

SolarEdge EV Charger (Europe)

3 years commencing on the earlier of: (i) 6 months from the date the product is shipped from SolarEdge; and (ii) the installation of the product.

Revised: March 2022

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For more information on Installation:

<https://youtu.be/pjuo7KjRHxc>



For more information on Wiring:

https://youtu.be/o_EgCnL_r38



For more information on Commissioning:

https://youtu.be/_JoiC4_H8sk



CALHOUN CONSTRUCTION SERVICES

OPTIMIZERS W/ RAPID SHUT DOWN – 25 YEARS

LIMITED PRODUCT WARRANTY

This SolarEdge Technologies Ltd. limited warranty (the "Limited Warranty") covers defects in workmanship and materials of the below-listed products ("Products") for the applicable warranty period set out below ("Warranty Period"). See [Products Covered and Warranty Period](#).

The Limited Warranty only applies to the buyer who purchased the Products from an authorized seller of SolarEdge for use within the continent where SolarEdge originally sold the Products and in accordance with their intended purpose. The Limited Warranty may be transferred from the buyer to any assignee and will remain in effect for the time period remaining under the foregoing warranties, provided that the Products are not moved outside their original country of installation. Also, any reinstallation must follow the installation procedures and guidelines accompanying the Products (collectively the "Documentation").

Warranty Activation

If the buyer discovers any defect in workmanship and materials within the applicable Warranty Period and wants to activate the Limited Warranty, then the buyer must promptly after such discovery report the defect to SolarEdge by sending an email to support@solaredge.com. The email must include this information: (i) a short description of the defect, (ii) the Product's serial number, and (iii) a scanned copy of the purchase receipt or warranty certificate of the applicable Product. Note that the Product's serial number must be legible and properly attached to the Product in order to be eligible for coverage.

After receiving notification from the buyer, SolarEdge will determine whether or not the reported defect is eligible for coverage under the Limited Warranty. If SolarEdge determines that the reported defect is not eligible for coverage under the Limited Warranty, SolarEdge will notify the buyer accordingly and will explain the reason why such coverage is not available. See [Warranty Exclusions](#).

If SolarEdge determines that the reported defect is eligible for coverage under the Limited Warranty, SolarEdge will notify the buyer accordingly, and SolarEdge may, at its sole discretion, take any of the following actions:

- Repair the Product at SolarEdge's facilities or on-site.; or
- Issue a credit note for the defective Product in an amount up to its actual value at the time the buyer notifies SolarEdge of the defect, as determined by SolarEdge, for use toward the purchase of a new Product; or
- Provide the buyer with replacement units for the Product. When replacement Products are sent, SolarEdge generally sends them within 48 hours. SolarEdge may use new, used or refurbished parts that are at least functionally equivalent to the original part when making warranty repairs. The repaired Product or replacement parts or Product, as applicable, will continue to be covered under the Limited Warranty for the remainder of the then-current Warranty Period for the Product.

In any of the above, SolarEdge will determine if the Product should be returned to SolarEdge and, if SolarEdge so determines, the Return Merchandise Authorization ("RMA") Procedure will be invoked. When the RMA Procedure is invoked by SolarEdge, SolarEdge will instruct the buyer how to package and ship the Product or part(s) to the designated location. SolarEdge will bear the cost of such shipment, upon receipt of the Product or part(s), SolarEdge will, at its expense and sole discretion, either repair or replace the Product or part(s)

SolarEdge will deliver the repaired or replaced Product or part(s) to the buyer at the buyer's designated location in countries where SolarEdge has an office and/or there is a significant PV market. For the specific

list of countries to which such service is provided, see http://www.solaredge.com/articles/shipping_cost_coverage_warranty.

SolarEdge will bear the cost of such shipment, including shipping and customs (where applicable), and the buyer will bear any applicable value added tax. SolarEdge may elect to ship replacement Product(s) and/or part(s) prior to receipt of the Product and/or part(s) to be returned to SolarEdge as per the above.

All costs, including, without limitation, labor, travel, and boarding costs of SolarEdge service personnel or others that are incurred for labor relating to repairs, uninstalling, and reinstalling of Products on-site, as well as costs related to the buyer's employees and contractors repair or replacement activities, are not covered by the Limited Warranty and, unless otherwise agreed in writing in advance by SolarEdge, will be borne by the buyer.

Warranty Exclusions

The Limited Warranty does not apply to components that are separate from the Products, ancillary equipment, and consumables, such as, for example, cables, cable holders, fuses, wires, and connectors, whether supplied by SolarEdge or others. Some components may carry their own manufacturer warranty. See the product datasheet for more details.

This Limited Warranty will not apply if (a) the buyer is in default under the General Terms and Conditions of sale or any other Agreement governing the purchase of the Product, or (b) the Product or any part thereof is:

- Damaged as a result of misuse, abuse, accident, negligence or failure to maintain the Product;
- Damaged as a result of modifications, alterations or attachments thereto which were not pre-authorized in writing by SolarEdge;
- Damaged due to the failure to observe the applicable safety regulations governing the proper use of the Product;
- Installed or operated not in strict conformance with the Documentation, including without limitation, not ensuring sufficient ventilation for the Product as described in the SolarEdge Documentation;
- Opened, modified or disassembled in any way without SolarEdge's prior written consent;
- Used in combination with equipment, items or materials not permitted by the Documentation or in violation of local codes and standards;
- Damaged by software, interfacing, parts, supplies or other products not supplied by SolarEdge;
- Damaged as a result of improper site preparation or maintenance or improper installation;
- Damaged or rendered non-functional as a result of power surges, lightning, fire, flood, pest damage, accident, action of third parties, direct exposure to sea water or other events beyond SolarEdge's reasonable control or not arising from normal operating conditions; or
- Damaged during or in connection with shipping or transport to or from the buyer where the buyer arranges such shipping or transport.

Additionally, the Limited Warranty does not apply to:

- The input connector for all power optimizers with a part number ending in C.
- Any EV charger cable that is damaged due to: physical abuse and damage, commercial use, rust, water damage, domestic wear and tear, use of car inlets which are incompatible with the Smart EV Charger connector;
- Cellular Wireless Communication plans which are governed under the SolarEdge Communication Plan Terms and Conditions available on the SolarEdge website; or
- The SolarEdge Home Battery. See a dedicated warranty document for the SolarEdge Home Battery Low Voltage and the SolarEdge Home Battery High Voltage available on the SolarEdge website.

- Cosmetic or superficial defects, dents, marks or scratches, which do not influence the proper functioning of the Product.

THE LIMITED WARRANTIES SET OUT HEREIN ARE THE ONLY EXPRESS WARRANTIES MADE IN CONNECTION WITH THE PRODUCTS AND ARE IN LIEU OF ANY OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS PURCHASED BY BUYER FROM SOLAREEDGE, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), ALL OF WHICH ARE EXPRESSLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Claims by the buyer that go beyond the warranty terms set out herein, including claims for compensation or damages, are not covered by the Limited Warranty, insofar as SolarEdge is not subject to statutory liability. In such cases, please contact the company that sold you the Product. Eventual claims in accordance with the law on product liability remain unaffected.

Coverage under the Limited Warranty is subject to the buyer complying with the foregoing notification requirements and cooperating with SolarEdge's directions. SolarEdge's sole obligation and the buyer's exclusive remedy for any defect warranted hereunder is limited to those actions expressly stated above. Such actions are final and do not grant any further rights, in particular with respect to any claims for compensation.

Unless otherwise specified in an executed Agreement with SolarEdge, the Limited Warranty and related provisions set out herein are subject to SolarEdge's General Terms and Conditions, including, without limitation, the provisions thereof, which relate to disclaimer of warranties, limitation of liability and governing law and jurisdiction.

Products Covered and Warranty Period

Power Optimizers

25 years commencing on the earlier of: (i) 4 months from the date the power optimizers are shipped from SolarEdge; and (ii) the installation of the power optimizers

Module Embedded Power Optimizers (CSI and OPJ models)

25 years commencing on the earlier of: (i) 4 months from the date the power optimizers are shipped from SolarEdge; and (ii) the installation of the power optimizers, *provided, however*, that the Warranty Period shall not exceed the maximum of (1) the module product warranty and (2) the module power warranty periods provided by the applicable module manufacturer.

Inverters

12* years commencing on the earlier of: (i) 4 months from the date the products are shipped from SolarEdge; and (ii) the installation of the products.

Safety & Monitoring Interface (SMI), Auto-transformer, Backup Interface

12* years commencing on the earlier of: (i) 4 months from the date the products are shipped from SolarEdge; and (ii) the installation of the products.

* In some countries the inverter warranty is limited to 7 years. For a list of these countries, see http://www.solaredge.com/articles/warranty_exceptions

StorEdge Interface

10 years commencing on the earlier of: (i) 4 months from the date the Interfaces are shipped from SolarEdge; and (ii) the installation of the Interfaces.

ZigBee Gateway, Commercial Gateway, Firefighter Gateway, Smart Energy products, Cellular Communication Products, RS485 Plug-in, Energy Meter, Smart EV Charger (North America region only) 5 years commencing on the earlier of: (i) 4 months from the date the product is shipped from SolarEdge; and (ii) the installation of the product. Warranty duration of Cellular Communication Products is the same whether or not the product is pre-installed in the inverter.

SolarEdge EV Charger (Europe)

3 years commencing on the earlier of: (i) 6 months from the date the product is shipped from SolarEdge; and (ii) the installation of the product.

Revised: March 2022

To view YouTube videos for installing, wiring, and commissioning SolarEdge Inverters please click the links or scan the following QR codes:

For more information on Installation:

<https://youtu.be/pjuo7KjRHxc>



For more information on Wiring:

https://youtu.be/o_EgCnL_r38



For more information on Commissioning:

https://youtu.be/_JoiC4_H8sk



CALHOUN CONSTRUCTION SERVICES

RACKING SYSTEM – 25 YEARS

Limited Warranties and Disclaimer

THIS LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT WWW.IRONRIDGE.COM.

IRONRIDGE WARRANTS THAT DURING THE WARRANTY PERIOD, THE PRODUCT WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP, AS FURTHER PROVIDED BELOW.

IRONRIDGE'S RESPONSIBILITY FOR DEFECTIVE GOODS IS LIMITED TO REPAIR, REPLACEMENT, OR REFUND AS DESCRIBED IN THIS WARRANTY STATEMENT.

Who may use this Warranty?

IronRidge extends this limited warranty only to the party who originally purchased IronRidge or QuickMount PV (the "**Products**"), and any subsequent owner of the Products, subject to assignability below ("**Purchaser**"), provided the Products are installed properly and used for the purpose for which the Products are designed.

This limited warranty is assignable by Purchaser and any subsequent owner of the Products, provided that the Products remain installed at the original installation location, and provided that any subsequent owner agrees in writing to be bound by the terms of this IronRidge Limited Warranties and Disclaimer document and provides proof of purchase of the Products. Change in ownership of the Products or assignment of this Warranty will not cause the warranty periods provided herein to be reset. Any subsequent owners to whom this limited warranty is assigned shall be considered a subsequent Purchaser for purposes of this limited warranty during the period of ownership of the Products.

What does this Warranty cover?

This limited warranty provides that Products will be free of materials and manufacturing defects that materially impair the use of the Product for its designed purpose.

This Warranty excludes:

- a) any defect that has not been reported to IronRidge in writing (i) within the warranty periods set forth below and (ii) within ten (10) days after discovery of such defect;
- b) normal wear (including discoloration, rusting or corrosion of any pre-plated steel, or staining of any aluminum); cosmetic damage; damage resulting from negligence, accident, misuse, overloading, abuse, or improper installation (including failure to follow professional instruction and/or certification); the failure to comply with applicable laws including local building code limits; or damage from acts of God, war, criminal acts, explosions, fire, vandalism, or any other events of force majeure as may apply in accordance with applicable law;

- c) Products that have been altered, modified, or repaired without IronRidge's prior written authorization;
- d) damage to or caused by, or defects in, third party parts or materials not sold by IronRidge (irrespective of IronRidge documentation);
- e) any defect that arises as a result of any third party products, components, or materials used by the Purchaser in conjunction with the Product, which third party products or materials have not been provided for such use by or on behalf of IronRidge or the use of which has not been expressly authorized by IronRidge;
- f) Products installed, used, or maintained in a manner contrary to IronRidge documentation, including any defect that arises from the faulty handling, storage, assembly, loading, or installation of the Product, or any handling, storage, assembly, loading, or installation not in accordance with the instructions given by IronRidge, or any defect that arises from mounting the Product on a solar module, building, roof, or other construction that is unsuitable for the mounting of the Product;
- g) damage to the Products during shipment, storage, or installation;
- h) any defect that does not materially impair the use of the Product for the purpose for which it was designed, including without limitation non-structural accessories.

Further, the Finish Warranty (as defined below) shall not apply to surface oxidation or to any foreign residue deposited on a Product finish, or to Products installed in corrosive atmospheric conditions, and shall be void if the practices specified in AAMA 609 and 610-02, *Cleaning and Maintenance for Architecturally Finished Aluminum*, or ASTM 780/A780M-09, *Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings*, as applicable, are not followed.

What is the period of coverage?

This limited warranty shall commence on the date of shipment of the Products and last for a period of twenty-five (25) years (the "**Warranty Period**"). Notwithstanding the foregoing, the Warranty Period for accessories and electrical junction boxes shall be limited to a period of ten (10) years from the date of shipment. IronRidge further warrants that all Products with finishes will be free of visible defects, peeling, and cracking for a period of five (5) years from the date of shipment (the "**Finish Warranty**"); provided, however, that no Finish Warranty shall apply to mill aluminum, pre-plated steel, and/or polymeric Products. IronRidge may change the availability of this limited warranty at its discretion, but any changes will not be retroactive.

What are your remedies under this warranty?

With respect to any defective product during the Warranty Period, IronRidge will, in its sole discretion, either (a) repair or replace such Product (or defective part) free of charge or (b) refund the purchase price of the product. Such repair, replacement, or refund will not cause the Warranty Periods to be reset, will completely satisfy and discharge IronRidge's liability and obligation with respect to this

limited warranty, and will not create an expectation of warranty coverage beyond the Warranty Period. A refurbished Product may be used to repair or replace the defective components. Transportation, installation, labor, or any other costs or losses associated with failure of warranty compliance, or Product replacement or repair, are not covered by this limited warranty and are not reimbursable.

If IronRidge's warranty assessment reveals that a Product is not defective, IronRidge shall return the Product (if such Product was shipped to IronRidge for the assessment) and the Purchaser shall promptly reimburse IronRidge for all reasonable costs incurred by IronRidge in performing the assessment.

How do you obtain warranty service?

To report any defect or warranty claim or to obtain warranty services, Purchaser must call (800) 227-9523 ext. 1 or contact IronRidge at https://www.ironridge.com/company/contact_us/ during the Warranty Period.

IronRidge may request Purchaser to provide information reasonably known to the Purchaser in respect of the alleged defect or warranty claim, including, as appropriate, photographs or video recordings of the alleged defect. Purchaser shall provide IronRidge without undue delay with all additional information and cooperation (including access to facilities and premises) reasonably requested by IronRidge in respect of any warranty claim to enable IronRidge to assess each claim under this limited warranty.

LIMITATION OF LIABILITY

Except as set forth above, IronRidge sells the Products on an "AS IS" basis, which may not be free of errors or defects, and ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE PRACTICE, ARE HEREBY DISCLAIMED.

THE REMEDIES DESCRIBED ABOVE ARE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES AND IRONRIDGE'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. IRONRIDGE'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY PURCHASER FOR THE DEFECTIVE PRODUCT, NOR SHALL IRONRIDGE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT, INCLUDING WITHOUT LIMITATION, CLAIMS BY PURCHASER FOR DAMAGES SUFFERED BY PURCHASER'S CUSTOMERS OR CLAIMS OF THIRD PARTIES.

Force Majeure. IronRidge shall not be responsible for delays or failures in its performance resulting from acts or omissions beyond its reasonable control, whatever the source or cause.

CALHOUN CONSTRUCTION SERVICES

INSTALLATION / WORKMANSHIP – 5 YEARS



CONTRACTOR WARRANTY

Bid Package/Contract No. _____

Contractor _____

Work – means all work performed by Contractor under the contract referred to above.

Owner – means the person or entity identified as such in the agreement and is referred to throughout the warranty form as if singular in number.

Contract Documents – means Contract Documents for the contract between the Owner and Contractor referred to above.

I. CONTRACTOR'S WARRANTIES AND CORRECTION OF WORK

- A. The Contractor warrants to the Owner that all parts, materials, components, equipment and other items used to perform the work are new (unless otherwise specified in the Contract Documents) and suitable for the purpose used and will be of good quality, free from faults and defects and in conformance with the Contract Documents. Work not so conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.
- B. The Contractor shall promptly repair, replace or otherwise correct any of its workmanship and any parts, materials, components, equipment or other items in the Work which contain faults or defects whether such failures are observed by the Owner or Architect before or after Completion of the work as defined in the Contract and referred to above. The Contractor shall bear all costs of correcting such Work covered by the warranties described in this document. The Contractor's warranties shall continue for a period of _____ year(s) after the date of Completion of the work as defined in the Contract referred to above or such longer period of time as may be prescribed by the terms of any special warranties required by the Contract Documents. Any such special extended warranties are listed at the end of this document. The obligations of this Contractor warranty shall survive termination of the Contract.
- C. All warranties and guarantees of the Contractor, Subcontractors or its manufacturers and suppliers express or implied, for any part of the work and any materials used therein shall be obtained and enforced by the Contractor for the benefit of the Owner whether or not these warranties have been assigned or otherwise transferred to the Owner.
- D. The Contractor certifies that it has obtained all warranties required by the Contract Documents in the appropriate form from subcontractors and manufacturers and will provide the Owner with executed copies of these warranties prior to Final Completion of



the Contract.

II. PERFORMANCE DURING WARRANTY PERIOD

- A. The Owner will notify the Contractor of the Work which it finds does not satisfy the warranties described in Paragraph I. above, hereinafter referred to as Defective Work, and the Contractor shall, within the time set forth in the notice, which time shall not be unreasonable, begin to repair, replace or otherwise correct the Defective Work. Under emergency conditions, the Contractor shall immediately correct the Defective Work. Should the Contractor fail to begin such work within such period, the Owner may make the repairs or replacements at the expense of the Contractor. If the Owner determines that immediate action to make repairs, replacements or other corrections is necessary because of emergency conditions or to prevent further loss or damage, the Owner may proceed without notice to the Contractor but at the expense of the Contractor.

III. CONTRACTOR'S SPECIAL EXTENDED WARRANTIES AND OTHER WARRANTIES REQUIRED BY THE TECHNICAL SPECIFICATIONS

(Copies of applicable pages from the Technical Specifications are attached.)

Listed below are Contractor warranty requirements and warranty periods specifically required by the Contract Document Technical Specifications. The fact that warranty requirements or warranty periods for all work performed by the Contractor are not listed in the Technical Specifications does not affect or limit the Contractor's general warranty described in Paragraph I. of this Warranty.

<u>Specification Number</u>	<u>Warranty Period</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

IV. MANUFACTURERE WARRANTIES REQUIRED BY THE TECHNICAL SPECIFICATIONS

(Copies of applicable Technical Specification are attached.)

Listed below are the manufacturer's warranties required by the Contract Documents. These warranties are attached.

<u>Specification Number</u>	<u>Warranty Period</u>
-----------------------------	------------------------



CONTRACTOR:

By: _____

Title: _____

Date: _____



ASSIGNMENT OF WARRANTY

The Contractor hereby assigns this Warranty and the manufacturer's warranties listed above and attached hereto to the Owner (except those that may be listed below), but such assignment shall not affect the Owner's obligation to enforce such warranty as provided under the General Conditions of the Contract referred to above and such assignment does not affect the Owner's warranties described in the General Conditions or elsewhere in the Contract Documents.

CONTRACTOR:

OWNER:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

CALHOUN CONSTRUCTION SERVICES

ROOFING / PENETRATIONS – 5 YEARS

ROOFING CONTRACTOR WORKMANSHIP WARRANTY

- 1) **Contractor:** _____
- 2) **Roof Owner:** _____
- 3) **Type and Name of Building:** _____
Building location: _____
Area of Roof: _____
- 4) **Roofing Materials Manufacturer:**
(Name and Address) _____
- 5) **Warranty begins:** _____ **and expires:** _____
(Date) (Date)
- 6) **Warranty:** Contractor warrants to Owner that it applied the roofing materials to the above-described roof in accordance with (a) the written specifications of Roofing Materials Manufacturer and (b) good roofing industry practices, in effect on _____, the date application commenced. Subject to the following terms, conditions and limitations, Contractor will, during the term of this Warranty, at its expense, repair or cause to be repaired leaks in said roof which are the result of defects in Contractor's workmanship. Upon expiration of the term of this Warranty, without notice from Owner of some defect, Contractor shall have no further obligation to make repairs at Contractor's expense under any provision of this Warranty and Owner shall not make any further demand or claim against Contractor concerning Contractor's workmanship, or the roofing materials installed, provided that Contractor promptly commences and diligently proceeds with the correction and repair of all such defects covered by this Warranty which are called to Contractor's attention in the manner set forth in paragraph 8 below during the term of this Warranty by Owner.
- 7) **Terms, Conditions and Limitations.** This warranty does not cover any leaks in the roof caused by: the acts or omissions of other trades or contractors; lightning, winds of peak gust speeds of 55 m.p.h. or higher measured at 10 meters above ground, hail storm, flood, earthquake or other unusual phenomenon of the elements; structural settlement; failure, movement, cracking or excess deflection of the roof deck; defects or failure of materials used as a roof substrate over which the roof system is applied; faulty condition of parapet walls, copings, chimneys, skylights, vents, supports or other parts of the building; vapor condensation beneath the roof; penetrations for pitch boxes; erosion, cracking and porosity of mortar and brick; dry rot; stoppage of roof drains and gutters; penetration of the roof from beneath by rising fasteners of any type; inadequate drainage, slope or other conditions beyond the control of Contractor which cause ponding or standing of water; termites or other insects; rodents or other animals; fire; or harmful chemicals, oils, acids and the like that come in contact with the roofing system and cause a leak or otherwise damage the roof system. If the roof fails to maintain a water-tight condition because of damage by reason of any of the foregoing, this warranty shall immediately become null and void for the balance of its term unless such damage is repaired by Contractor at the expense of Owner.
- 8) **Notification by Owner.** During the term of this warranty, if the roof leaks, Owner must immediately notify Contractor by telephone of such leaks, and promptly confirm such telephone notice by written notice to Contractor.
- 9) **Events Which May Void Warranty.** This warranty shall become null and void:
- (a) Unless Contractor receives notice from Owner during the term of this Warranty in accordance with paragraph 8 above of any leaks and is provided an opportunity to inspect, and if required by the terms of this warranty to repair the roof;
 - (b) If work is done on such roof, including, but without limitation, work in connection with flues, vents, drains, sign braces, railings, platforms or other equipment fastened to or set on the roof or if repairs or alterations are made to said roof, without first notifying Contractor in writing and giving Contractor the opportunity to make the necessary roofing application recommendations with respect thereto, which recommendations are complied with. Contractor shall be paid for time and materials expended in making recommendations or repairs occasioned by the work of others on the subject roof;
 - (c) If any area of the roof is used as a promenade, walkway or work area or is sprayed or flooded, unless such use was originally specified with a defined area and the specification is noted in paragraph 14 below.
- 10) **Transferability.** This warranty shall accrue only to the benefit of the original owner named above. It is not transferable to any other person, except with the prior written consent of Contractor.
- 11) **No Other Warranties.** **NO OTHER EXPRESS WARRANTY IS GIVEN BY CONTRACTOR TO OWNER. THE REPAIR OF THE SUBJECT ROOF IS THE EXCLUSIVE REMEDY. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. ALL IMPLIED WARRANTIES, AND SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.** This warranty is separate and apart from any warranty that may be issued to Owner by the Roofing Materials Manufacturer. **CONTRACTOR EXPRESSLY EXCLUDES AND DISCLAIMS ANY RESPONSIBILITY TO OWNER IN CONNECTION WITH OR ATTRIBUTABLE TO THE ROOFING MATERIALS AND ANY SUCH ROOFING MATERIALS MANUFACTURER'S WARRANTY.**
- 12) **Incidental or Consequential Damages.** **UNDER NO CIRCUMSTANCES SHALL CONTRACTOR BE LIABLE TO OWNER OR ANY OTHER PERSON FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO OR LOSS OF USE OF THE BUILDING OR ITS CONTENTS, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT OR UNDER ANY OTHER THEORY OF LAW.**
- 13) **Payment to Contractor.** This warranty shall not be or become effective unless and until Contractor has been paid in full for said roof in accordance with the agreement pursuant to which said roof was applied.
- 14) **Additional conditions or exclusions** _____

This warranty has been duly executed this _____ day of _____, 20____.

By: _____
Contractor

By: _____
Owner

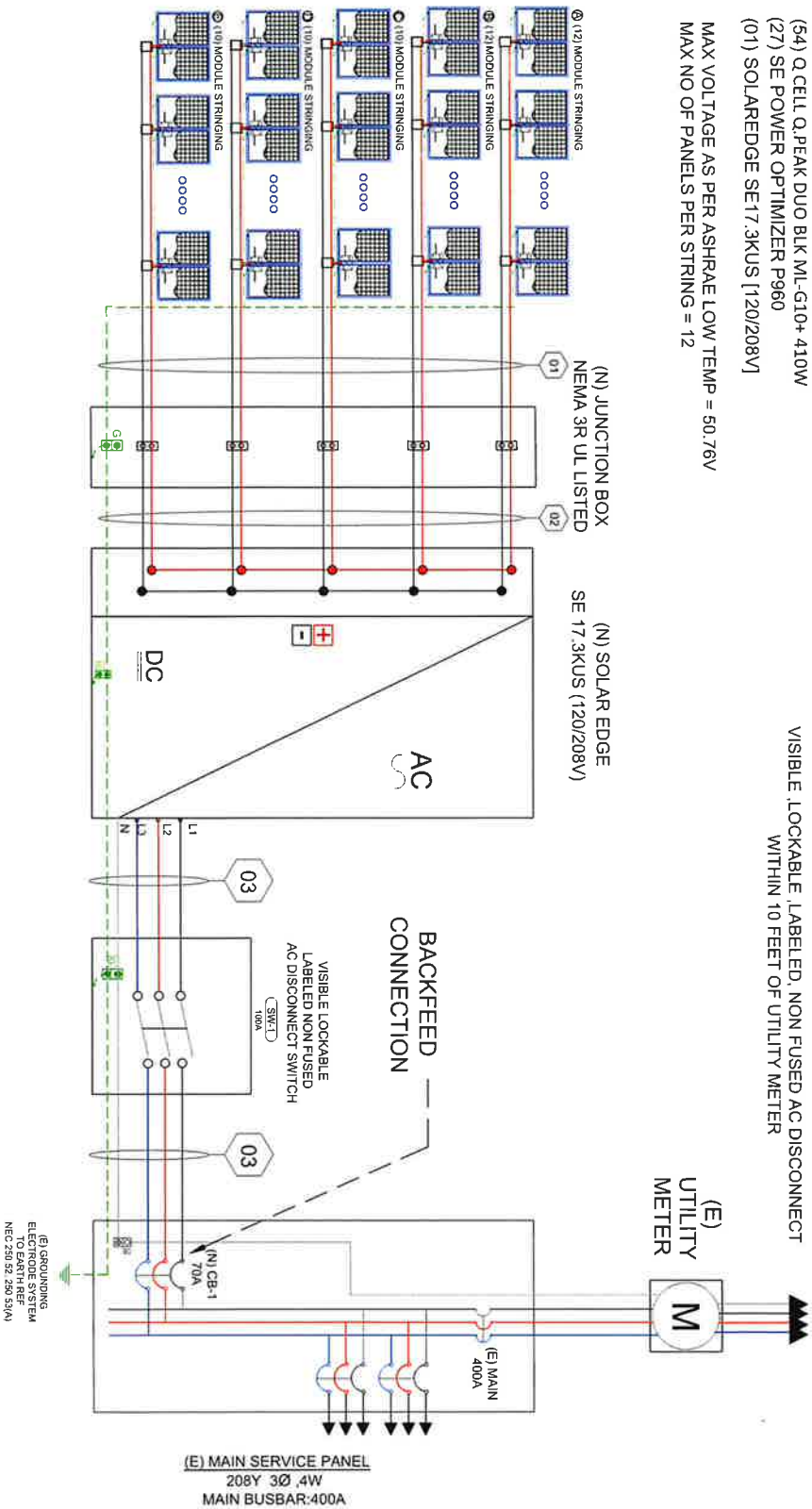
CALHOUN CONSTRUCTION SERVICES

LINE DIAGRAM / DESIGN TABLE

CONDUCTOR & CONDUIT SCHEDULE W/ELECTRICAL CALCULATIONS									
ID	CONDUCTOR	CONDUIT (EMT/MT/PVC/RMC)	CURRENT CARRYING CONDUCTORS IN CONDUIT + EGC	OCPD	EGC	CONT. CURRENT	MAX CURRENT (125%)	Term. Temp. Rating	AMP @ TERMINAL
01	10AWG AC TRUNK CABLE	1" DIA	10 + 1	N/A	10AWG THWN-2,COPPER	10.65A	13.33A	75°C	35A
02	10AWG THWN-2,COPPER	1" DIA	4 + 1	N/A	10AWG THWN-2,COPPER	10.65A	13.33A	75°C	35A
03	04AWG THWN-2,COPPER	1.25" DIA	4 + 1	70A	8AWG THWN-2,COPPER	48.25A	60.31A	75°C	85A

(54) Q CELL Q,PEAK DUO BLK ML-G10+ 410W
(27) SE POWER OPTIMIZER P960
(01) SOLAREEDGE SE17.3KUS [120/208V]
MAX VOLTAGE AS PER ASHRAE LOW TEMP = 50.76V
MAX NO OF PANELS PER STRING = 12

VISIBLE, LOCKABLE, LABELED, NON FUSED AC DISCONNECT
WITHIN 10 FEET OF UTILITY METER



CONTRACTOR

LIC NO:
HIC NO:
ELE NO:

(N) PV SYSTEM: 22.1 kWp

RESIDENCE
4393 CLEARWATER WAY,
LEXINGTON, KY 40515

ENGINEER OF DESIGN

PAGE SIZE : 17" X 11" (ANSI B)
3-LINE DIAGRAM

DATE: 03-27-2024
DESIGN BY:
CHECKED BY:
E-601
SHEET-1

Design Table

PV MODULES									
QTY.	MAKE AND MODEL	PMAX	ISC	IMP	VOC	VMP	TEMP. COEFF. OF VOC	FUSE RATING	
54	Q PEAK DUO BLK ML-G10+ 410	410W	11.20A	10.89A	45.37V	37.64V	-0.27%/°C	20A	
OPTIMIZER									
QTY.	MAKE AND MODEL	PMAX	ISC	MAX POWER PER STRING	MAX INPUT VOLTAGE	INPUT VOLTAGE RANGE	WEIGHTED EFFICIENCY		
27	POWER OPTIMIZER P960	960W	23A	15300W	60V	12.5-60V	98.5%		
INVERTER									
QTY.	MAKE AND MODEL	AC VOLTAGE	MAX INPUT VOLTAGE	MAX OUTPUT POWER	MAX OUTPUT CURRENT	MAX INPUT CURRENT	CEC WEIGHTED EFFICIENCY		
1	SOLAREdge SE17.3KUS	208V	370-600V	17300VA	48.25A	55A	97.5%		
ASHRAE LOW			-19°C LEXINGTON BLUEGRASS AP 37.96°, -84.49°						
ASHRAE HIGH 2%			35°C LEXINGTON BLUEGRASS AP 37.96°, -84.49°						

CONTRACTOR

LIC.NO:
HIC.NO:
ELE.NO:

(N) PV SYSTEM:22.1 kWp

RESIDENCE
4393 CLEARWATER WAY,
LEXINGTON, KY 40515

ENGINEER OF DESIGN

PAGE SIZE : 17" X 11" (ANSI B)
DESIGN TABLE
DATE: 03-27-2024
DESIGN BY:
CHECKED BY:
E-602
SHEET-2

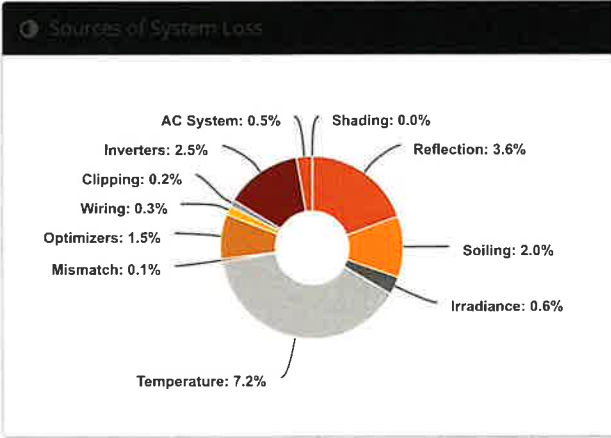
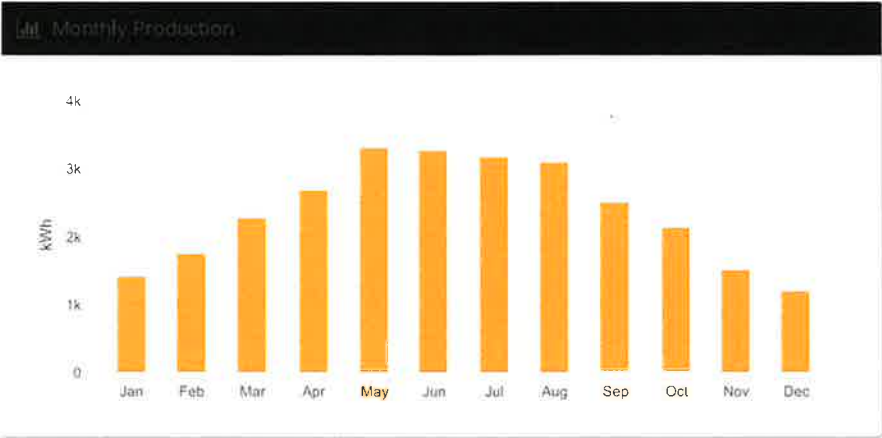
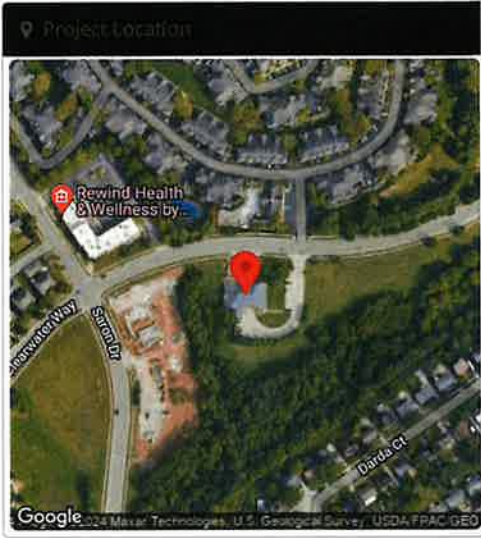
CALHOUN CONSTRUCTION SERVICES

HELIOSCOPE MODELING REPORT / SHADING REPORT

Design 1 (copy) Select Federal Credit Union, 4393 Clearwater Way, Lexington, KY 40515, USA

Report	
Project Name	Select Federal Credit Union
Project Address	4393 Clearwater Way, Lexington, KY 40515, USA
Prepared By	Solar Engineering

System Metrics	
Design	Design 1 (copy)
Module DC Nameplate	22.1 kW
Inverter AC Nameplate	17.3 kW Load Ratio: 1.28
Annual Production	28.19 MWh
Performance Ratio	82.7%
kWh/kWp	1,273.1
Weather Dataset	TMY, 10km Grid (37.95,-84.45), NREL (prospector)
Simulator Version	b18260c8db-624372919b-3ac49cfd33-1756fc455a



⚡ Annual Production

	Description	Output	% Delta
Irradiance (kWh/m²)	Annual Global Horizontal Irradiance	1,498.3	
	POA Irradiance	1,538.8	2.7%
	Shaded Irradiance	1,538.4	0.0%
	Irradiance after Reflection	1,483.4	-3.6%
	Irradiance after Soiling	1,453.7	-2.0%
	Total Collector Irradiance	1,452.8	-0.1%
Energy (kWh)	Nameplate	32,160.9	
	Output at Irradiance Levels	31,969.9	-0.6%
	Output at Cell Temperature Derate	29,664.1	-7.2%
	Output After Mismatch	29,639.1	-0.1%
	Optimizer Output	29,202.5	-1.5%
	Optimal DC Output	29,116.7	-0.3%
	Constrained DC Output	29,053.9	-0.2%
	Inverter Output	28,327.3	-2.5%
	Energy to Grid	28,185.7	-0.5%
Temperature Metrics			
	Avg. Operating Ambient Temp	15.0 °C	
	Avg. Operating Cell Temp	30.6 °C	
Simulation Metrics			
	Operating Hours	4668	
	Solved Hours	4668	

☁ Condition Set

Description	Condition Set 1											
Weather Dataset	TMY, 10km Grid (37.95,-84.45), NREL (prospector)											
Solar Angle Location	Meteo Lat/Lng											
Transposition Model	Perez Model											
Temperature Model	Sandia Model											
Temperature Model Parameters	Rack Type	a	b	Temperature Delta								
	Fixed Tilt	-3.56	-0.075	3°C								
	Flush Mount	-2.81	-0.0455	0°C								
	East-West	-3.56	-0.075	3°C								
	Carport	-3.56	-0.075	3°C								
Soiling (%)	J	F	M	A	M	J	J	A	S	O	N	D
	2	2	2	2	2	2	2	2	2	2	2	2
Irradiation Variance	5%											
Cell Temperature Spread	4° C											
Module Binning Range	-2.5% to 2.5%											
AC System Derate	0.50%											
Module Characterizations	Module						Uploaded By		Characterization			
	Q.PEAK DUO BLK ML-G10+ 410 (QCells)						HelioScope		Spec Sheet Characterization, PAN			
	Device						Uploaded By		Characterization			
Component Characterizations	SE17.3KUS (2021) (SolarEdge)						HelioScope		Spec Sheet			
	P960 (2022) (SolarEdge)						HelioScope		Mfg Spec Sheet			

📦 Components

Component	Name	Count
Inverters	SE17.3KUS (2021) (SolarEdge)	1 (17.3 kW)
Strings	10 AWG (Copper)	4 (366.8 ft)
Optimizers	P960 (2022) (SolarEdge)	28 (26.9 kW)
Module	QCells, Q.PEAK DUO BLK ML-G10+ 410 (410W)	54 (22.1 kW)

🏠 Wiring Zones

Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone		7-16	Along Racking

🏠 Field Segments

Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 1	Flush Mount	Portrait (Vertical)	20°	181.54399°	0.1 ft	1x1	18	18	7.38 kW
Field Segment 2	Flush Mount	Portrait (Vertical)	20°	91.81047°	0.1 ft	1x1	36	36	14.8 kW

Detailed Layout



Design 1 (copy) Select Federal Credit Union, 4393 Clearwater Way, Lexington, KY 40515, USA

Shading Heatmap



Shading by Field Segment

Description	Tilt	Azimuth	Modules	Nameplate	Shaded Irradiance	AC Energy	TOF ²	Solar Access	Avg TSRF ²
Field Segment 1	20.0°	181.5°	18	7.38 kWp	1,667.5kWh/m ²	10.1 MWh ¹	97.1%	100.0%	97.1%
Field Segment 2	20.0°	91.8°	36	14.8 kWp	1,473.9kWh/m ²	18.0 MWh ¹	85.9%	100.0%	85.8%
Totals, weighted by kWp			54	22.1 kWp	1,538.4kWh/m ²	28.2 MWh	89.6%	100.0%	89.6%

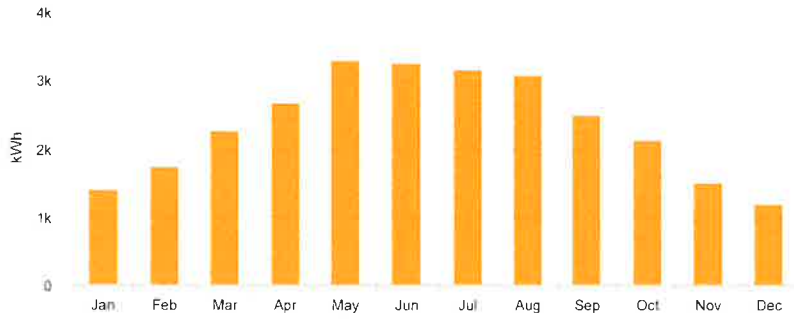
¹ approximate, varies based on inverter performance

² based on location Optimal POA Irradiance of 1,717.0kWh/m² at 33.1° tilt and 182.7° azimuth

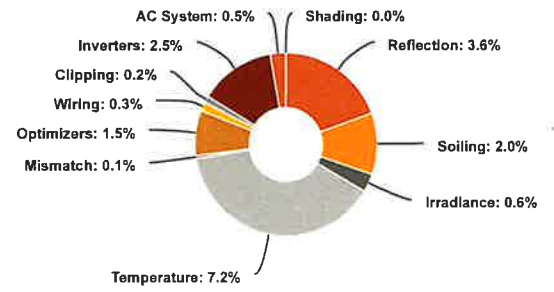
Solar Access by Month

Description	jan	feb	mar	apr	may	jun	jul	aug	sep	oct	nov	dec
Field Segment 1	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Field Segment 2	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
AC Power (kWh)	1,401.8	1,738.6	2,267.7	2,670.6	3,290.1	3,260.3	3,163.8	3,087.3	2,494.1	2,117.1	1,511.2	1,183.1

Monthly Production



Sources of System Loss



Southwestern Angle



Southeastern Angle



CALHOUN CONSTRUCTION SERVICES

EXCLUSIONS

Existing Roofing Conditions are found unacceptable for solar

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of April 8th, 2024 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and CALHOUN CONSTRUCTION SERVICES, INC. (**PROFESSIONAL**). **OWNER** intends to proceed with a roof-mounted solar photovoltaic systems in Lexington, Kentucky as described in the attached Request for Proposal document. The services are to include design and installation of solar photovoltaic systems for the city as described in the **OWNER**'s Request for Proposal No. 17-2024. The services are hereinafter referred to as the Project.

OWNER and **PROFESSIONAL** in consideration of their mutual covenants herein agree in respect of the performance of design and installation services by **PROFESSIONAL** and the payment for those services by **OWNER** as set forth below.

PROFESSIONAL was selected by **OWNER** based upon its response to the Request for Proposal No. 17-2024.

PROFESSIONAL shall provide design and installation of solar photovoltaic systems for **OWNER** in all phases of the Project to which this Agreement applies, serve as **OWNER'S** representative for the Project as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

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PROFESSIONAL shall perform all services as hereinafter stated which include customary planning and analysis incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits:

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PROFESSIONAL'S proposal notarized 4/2/2024 (Exhibit "B"), 133 pages

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. 17-2024 (Exhibit "A"), followed by the provisions of Exhibit "B".

In addition to the services provided in Exhibits "A" and "B", the following services shall also be included:

1. **PROFESSIONAL** shall provide detailed drawings to document the electrical interconnection for review by **OWNER** prior to commencement of installation. At a minimum, drawings are to include AC/DC disconnect locations, panel breaker connection points, over current protection devices, and backfeed capacity calculations; and

After written authorization to proceed with the Project, **PROFESSIONAL** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **PROFESSIONAL** and the **OWNER**.
2. Design and install a roof-mounted solar photovoltaic system as proposed in Exhibit "B" and subject to the "System Requirements" and "Contractor Requirements" as defined in Exhibit "A", "Scope of Work".

This Agreement, together with the Exhibits and schedules identified above constitutes the entire Agreement between **OWNER** and **PROFESSIONAL** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Provisions of RFP No. 17-2024 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY PROFESSIONAL

- 2.1. The **OWNER** may desire to have the **PROFESSIONAL** perform work or render services in connection with this Project other than those services provided herein. 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 **PROFESSIONAL** 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" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **PROFESSIONAL** by placing at its disposal available information pertinent to the Project.
- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **PROFESSIONAL**, and render in writing decisions

pertaining thereto within a reasonable time so as not to delay the services of **PROFESSIONAL**.

- 3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **PROFESSIONAL'S** services.
- 3.5. Give written notice to **PROFESSIONAL** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **PROFESSIONAL'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish or direct **PROFESSIONAL** to provide, necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence. See Exhibit "A" (attached) pertaining to substantial completion of services.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **PROFESSIONAL'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.
- 4.3. If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **PROFESSIONAL**, an extension of time for such delay will be considered. If delays occur, the **PROFESSIONAL** shall within 30 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 six (6) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and possible adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

- 4.4. If delays result solely by reason of act of the **PROFESSIONAL**, the **PROFESSIONAL** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how

it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 of this Agreement shall apply. If the delay would prevent complete performance of the project within six (6) months of the time specified herein, **OWNER** shall have the option of canceling the project or otherwise adjusting the scope of service or work and any related fees.

SECTION 5 - PAYMENTS TO PROFESSIONAL

5.1 Methods of Payment for Services of PROFESSIONAL

5.1.1 For Basic Services.

All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the **OWNER'S** satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job). The negotiated cost of services is established in Exhibit "B" per "Price Proposal Form", page 55 of 133.

5.2. Times of Payment.

5.2.1. PROFESSIONAL shall submit a schedule of values subject to approval by the **OWNER** prior to starting work. The approved schedule of values will be the basis for monthly statements for Basic Services and Additional Services rendered. The Statements will be based upon **PROFESSIONAL'S** estimate of the proportion of the total services actually completed at the time of billing and are subject to approval by the **OWNER**. **OWNER** shall pay **PROFESSIONAL'S** monthly statements within thirty (30) days of receipt.

5.3. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** shall be paid for the work performed or services rendered in an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **PROFESSIONAL**.

5.3.2. In the event the services of the **PROFESSIONAL** are terminated by the **OWNER** for fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **PROFESSIONAL** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **PROFESSIONAL** shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. PROFESSIONAL may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **PROFESSIONAL** to be unable to perform its duties and responsibilities under this Agreement, and only upon ten (10) days written notice to **OWNER**, and provided **OWNER** fails to cure such default within the ten (10) day period.

6.1.2. The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon seven (7) days written notice to the **PROFESSIONAL**.

6.2. Ownership and Reuse of Documents.

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

6.3. Legal Responsibilities and Legal Relations.

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

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

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

6.4. Successors and Assigns.

6.4.1. PROFESSIONAL binds itself and its partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **PROFESSIONAL** shall not assign any interest, obligation or benefit in this Agreement. **PROFESSIONAL**

shall not assign any interest, obligation or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **PROFESSIONAL** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **PROFESSIONAL** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **PROFESSIONAL** of any responsibility for compliance with the provisions of this Agreement.

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

6.5. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **PROFESSIONAL** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **PROFESSIONAL**, shall be submitted to the Commissioner, Department of General Services, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **PROFESSIONAL** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of PROFESSIONAL'S Work.

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

The **PROFESSIONAL** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **PROFESSIONAL**, without additional compensation. By submission of reports, calculations and Drawings and Specifications to the **OWNER**, the **PROFESSIONAL** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of **PROFESSIONAL** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

6.7. Security Clause.

The **PROFESSIONAL** certifies that it shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public

or private organization except the **OWNER** without prior approval of the **OWNER** unless required by law.

6.8. Access to Records.

The **PROFESSIONAL** and its sub-**PROFESSIONALS** 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 **PROFESSIONAL** from consideration for future **PROFESSIONAL** service agreements.

6.9. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 17-2024 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 **PROFESSIONAL** agrees as follows:

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

SECTION 8 - SPECIAL PROVISIONS

- 8.1. This Agreement is subject to the following provisions.

8.1.2. Pursuant to subparagraph 3.4 of this Agreement, **OWNER'S** representative is authorized to monitor, direct and review the performance of work of the

PROFESSIONAL. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** representative or their designee. Questions by the **PROFESSIONAL** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** representative or their designee. The **PROFESSIONAL** shall look only to the **OWNER'S** representative or their designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **PROFESSIONAL** within thirty (30) days.

- 8.2. NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **PROFESSIONAL**.
- 8.3. UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.
- 8.4. NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

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

OWNER (LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT):

Signature: _____

MAYOR

Date: _____

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

PROFESSIONAL (CALHOUN CONSTRUCTION SERVICES, INC.):

Signature: _____

Printed Name: _____

Position: _____

Date: _____

COMMONWEALTH OF KENTUCKY
COUNTY OF (_____)

The foregoing instrument was subscribed, sworn to and acknowledged before me by

_____ as _____ for

and on behalf of _____, on this the _____ day of

_____, 20____.

My commission expires: _____

NOTARY PUBLIC, STATE AT LARGE, KY
4855-0038-1089, v. 1

PROFESSIONAL SERVICES AGREEMENT

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- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **PROFESSIONAL**, and render in writing decisions

pertaining thereto within a reasonable time so as not to delay the services of **PROFESSIONAL**.

- 3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **PROFESSIONAL'S** services.
- 3.5. Give written notice to **PROFESSIONAL** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **PROFESSIONAL'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish or direct **PROFESSIONAL** to provide, necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence. See Exhibit "A" (attached) pertaining to substantial completion of services.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **PROFESSIONAL'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.
- 4.3. If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **PROFESSIONAL**, an extension of time for such delay will be considered. If delays occur, the **PROFESSIONAL** shall within 30 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 six (6) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and possible adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

- 4.4. If delays result solely by reason of act of the **PROFESSIONAL**, the **PROFESSIONAL** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how

it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 of this Agreement shall apply. If the delay would prevent complete performance of the project within six (6) months of the time specified herein, **OWNER** shall have the option of canceling the project or otherwise adjusting the scope of service or work and any related fees.

SECTION 5 - PAYMENTS TO PROFESSIONAL

5.1 Methods of Payment for Services of PROFESSIONAL

5.1.1 For Basic Services.

All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the **OWNER'S** satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job). The negotiated cost of services is established in Exhibit "B" per "Price Proposal Form", page 55 of 133.

5.2. Times of Payment.

5.2.1. PROFESSIONAL shall submit a schedule of values subject to approval by the **OWNER** prior to starting work. The approved schedule of values will be the basis for monthly statements for Basic Services and Additional Services rendered. The Statements will be based upon **PROFESSIONAL'S** estimate of the proportion of the total services actually completed at the time of billing and are subject to approval by the **OWNER**. **OWNER** shall pay **PROFESSIONAL'S** monthly statements within thirty (30) days of receipt.

5.3. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** shall be paid for the work performed or services rendered in an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **PROFESSIONAL**.

5.3.2. In the event the services of the **PROFESSIONAL** are terminated by the **OWNER** for fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **PROFESSIONAL** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **PROFESSIONAL** shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. **PROFESSIONAL** may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **PROFESSIONAL** to be unable to perform its duties and responsibilities under this Agreement, and only upon ten (10) days written notice to **OWNER**, and provided **OWNER** fails to cure such default within the ten (10) day period.

6.1.2. The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon seven (7) days written notice to the **PROFESSIONAL**.

6.2. Ownership and Reuse of Documents.

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

6.3. Legal Responsibilities and Legal Relations.

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

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

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

6.4. Successors and Assigns.

6.4.1. **PROFESSIONAL** binds itself and its partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **PROFESSIONAL** shall not assign any interest, obligation or benefit in this Agreement. **PROFESSIONAL**

shall not assign any interest, obligation or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **PROFESSIONAL** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **PROFESSIONAL** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **PROFESSIONAL** of any responsibility for compliance with the provisions of this Agreement.

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

6.5. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **PROFESSIONAL** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **PROFESSIONAL**, shall be submitted to the Commissioner, Department of General Services, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **PROFESSIONAL** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of PROFESSIONAL'S Work.

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

The **PROFESSIONAL** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **PROFESSIONAL**, without additional compensation. By submission of reports, calculations and Drawings and Specifications to the **OWNER**, the **PROFESSIONAL** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of **PROFESSIONAL** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

6.7. Security Clause.

The **PROFESSIONAL** certifies that it shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public

or private organization except the **OWNER** without prior approval of the **OWNER** unless required by law.

6.8. Access to Records.

The **PROFESSIONAL** and its sub-**PROFESSIONALS** 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 **PROFESSIONAL** from consideration for future **PROFESSIONAL** service agreements.

6.9. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 17-2024 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 **PROFESSIONAL** agrees as follows:

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

SECTION 8 - SPECIAL PROVISIONS

- 8.1.** This Agreement is subject to the following provisions.

8.1.2. Pursuant to subparagraph 3.4 of this Agreement, **OWNER'S** representative is authorized to monitor, direct and review the performance of work of the

PROFESSIONAL. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** representative or their designee. Questions by the **PROFESSIONAL** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** representative or their designee. The **PROFESSIONAL** shall look only to the **OWNER'S** representative or their designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **PROFESSIONAL** within thirty (30) days.

- 8.2. NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **PROFESSIONAL**.
- 8.3. UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.
- 8.4. NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

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

OWNER (LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT):

Signature: _____
MAYOR

Date: _____

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

PROFESSIONAL (CALHOUN CONSTRUCTION SERVICES, INC.):

Signature: _____

Printed Name: _____

Position: _____

Date: _____

COMMONWEALTH OF KENTUCKY
COUNTY OF (_____)

The foregoing instrument was subscribed, sworn to and acknowledged before me by

_____ as _____ for

and on behalf of _____, on this the _____ day of

_____, 20____.

My commission expires: _____

NOTARY PUBLIC, STATE AT LARGE, KY
4855-0038-1089, v. 1



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #17-2024 Solar PV Installation at Fire Station #22** 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 **April 2, 2024**. 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.

Pre-proposal meeting is scheduled for March 19, 2024, 1:00 pm, at 4393 Clearwater Way, Lexington, KY.

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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement shall in writing, affirm or withdraw the recommendation.

AMERICAN RESCUE PLAN ACT

AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) 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 apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

- (2) *Violation: liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.*

6. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

7. *The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.*

8. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.*

9. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

10. *The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.*

11. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.*

12. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.*

13. *The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.*

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”

15. *Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:*

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

Signature

Date

SELECTION CRITERIA:

Selection Criteria.

- | | |
|---------------------------------|-----------|
| 1. Company Profile / Experience | 15 points |
| 2. Project Team | 15 points |
| 3. Technical Approach | 30 points |
| 4. Price Proposal | 40 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.

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 Procurement 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																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
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

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government

MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Procurement (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled “MWDBE Participation Form”. The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. 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 MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package

- c. Attended LFUCG Procurement Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses 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.
- e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which 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.
- n. 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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of 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 Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
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 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 city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Procurement):

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 defined 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. African American, Asian American/ Pacific Islander, Hispanic Islander, Native American/ Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

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 Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



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 Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	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 MWDBE 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



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 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.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE 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



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

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

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Procurement/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ 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 MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Procurement Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs 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.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which 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.

_____ 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 MWDBE and/or Veteran-Owned business’s quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

NOTE: Failure to submit any of 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 approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

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

Date

Company Representative

Title

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, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
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

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall 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:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Excess/Umbrella Liability	\$2 million

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$1 million per occurrence, \$1 million aggregate, unless it is deemed not to apply by LFUCG.
- f. 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.
- g. 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

SCOPE OF WORK

Location

4393 Clearwater Way, Fire Station #22

Introduction

LFUCG is soliciting proposals from qualified solar PV providers to design and install a roof-mounted solar photovoltaic system at Fire Station #22. Respondents shall have demonstrated experience designing, planning, permitting and constructing complete solar electric systems in the jurisdiction of the local utility provider.

An award under this RFP will be made to the respondent with the overall best value proposal, not necessarily the lowest price. Proposals will be evaluated and scored based on the evaluation criteria defined herein.

System Requirements

Photovoltaic panels shall be roof mounted on the south and east facing surfaces. Total capacity of the system shall be no less than 20 kW-dc and not exceed 23 kW-dc. Reference **Figure 01 – Basis of Design**.

The inverter(s), disconnect and combiner panel (if applicable) shall be installed on the east wall. Reference **Figure 01**.

All power generation and transmission equipment shall be UL listed for its designed use. Construction must comply with current adopted building codes, which includes: International Building Code, National Electric Code, and National Fire Code.

The system, including its interconnection point, shall not impact operation of the emergency generator.

Modules shall be UL1703 or UL61730 listed with a product warranty of at least 12 years and a performance warranty of no less than 82% after 25 years.

Inverters shall be UL1741 listed with a product warranty of at least 10 years and a weighted efficiency of 96% or higher.

The proposed model numbers for modules and inverters shall be listed by the California Energy Commission (CEC). List are available at the CEC website:

<https://www.energy.ca.gov/programs-and-topics/programs/solar-equipment-lists>

The system shall include a Web-based monitoring interface to display solar performance information. At a minimum, performance data of each module string shall be available for download in increments no greater than one hour.

Exterior conduit shall be liquid tight. Flexible conduit lengths shall not exceed 24 inches.

Contractor Requirements

The contractor is responsible for the assessment of the building's structural integrity, roof condition and shading limitations. Prior to installation, the contractor shall provide a letter from a structural engineer with Kentucky Professional Engineer stamp, verifying the integrity of the existing facility to handle the additional loads of proposed PV system.

Prior to installation, the Contractor shall provide dimensioned drawings and technical specifications of the proposed system to establish the physical layout, distributed load on roof, electrical wire and panel capacity, and the inverter and disconnect locations.

The Contractor is responsible for verifying any information obtained from Owner's construction drawings.

The Contractor is responsible for all permitting related to the design and installation of the system.

The Contractor is responsible for establishing communication between the inverter(s) and the internet via a cellular service agreement for a minimum of three (3) years.

Under no circumstances shall the Contractor disable electrical service to the building or secondary circuits within the building without authorization from LFUCG.

Under no circumstances shall the Contractor obstruct access to the facility or driveways.

The Contractor is responsible for documenting the condition of the roof and, specifically, any damages that exist prior to construction.

The Contractor is responsible for the construction safety plan to include, at a minimum, all applicable OSHA workplace safety and Personal Protective Equipment (PPE) requirements.

Performance Verification: The Contractor shall review generation data and provide a report to LFUCG to demonstrate that system output is meeting expectations. Two reports are required: (1) after 30 days and (2) prior to the expiration of workmanship warranty.

Workmanship warranty: the Contractor shall perform an on-site inspection prior to the expiration of workmanship warranty, if requested by the Owner.

The Contractor shall achieve substantial completion within 75 calendar days of Notice to Proceed. Substantial Completion is defined as LFUCG having beneficial use of the photovoltaic system.

Owner Guidance

For system sizing, the desired number of modules for each roof are shown in **Figure 01**, based on a nominal output of either 410 watts or 540 watts.

Modules should lay in a plane parallel to the roof. A rectangular arrangement is preferred.

Conduit runs should be straight with minimal couplings. Runs around an object like a gutter are not acceptable.

Electrical service is provided by Kentucky Utilities under the Three-Phase General Service Rate (RC113). 15-minute interval data is available in a *.csv file.

Proposal Format

// Respondents are strongly encouraged to provide all information requested as reviewers may deduct points for missing material //

Company Profile

Company name:

Company address:

Year established:

Number full time employees:

Elaborate on company's focus on solar with respect to other services and company's impact and presence in Lexington: {Response}

Project Experience

Specific to solar PV systems installed by the company in calendar year 2023,

What was the total number of systems installed?

What was the total installed capacity in KW?

Describe your experience with project permitting and interconnection experience with LGE-KU: {Response}

Attach two (2) references of applicable projects within LGE-KU service territory including a brief description of the PV system installed.

Project Team

Provide work experience and relevant professional certifications (electrical license, P.E., NABCEP, etc.) for:

(A) Person responsible for the system design,

(B) Person to oversee installation.

If sub-contractors will be used, describe the work to be performed and quantify as a percentage of project cost: {Response}

Technical Approach

Include as attachments the following items:

- ☐ PV module specifications
- ☐ Inverter specifications
- ☐ Racking specifications
- ☐ Other component specifications (rapid shutdown, optimizers, etc.)
- ☐ Equipment warranties and workmanship warranty. List in itemized table
- ☐ Line diagram for dc/ac wiring showing route from modules to inverters to interconnect location
- ☐ Software modeling report quantifying expected monthly output (kWh) and monthly peak generation (kW)

Price Proposal

Complete and sign the PRICE PROPOSAL FORM included within this solicitation to determine a lump sum price to complete the scope of work, inclusive of overhead and profit.

The Owner Allowance is exclusively for owner-directed work beyond the proposal. Reimbursements for allowance work shall be authorized by LFUCG in advance and in writing to the Contractor.

Exclusions

Any exclusions to the requirements herein must be specifically identified in this section.

{Response}

Evaluation Criteria

LFUCG will evaluate proposals according to the evaluation criteria below. Points will be awarded based on the relative merit of the information provided in the response to the solicitation.

Company Profile / Experience	15 points
Project Team	15 points
Technical Approach	30 points
Price Proposal	40 points
TOTAL	100 points

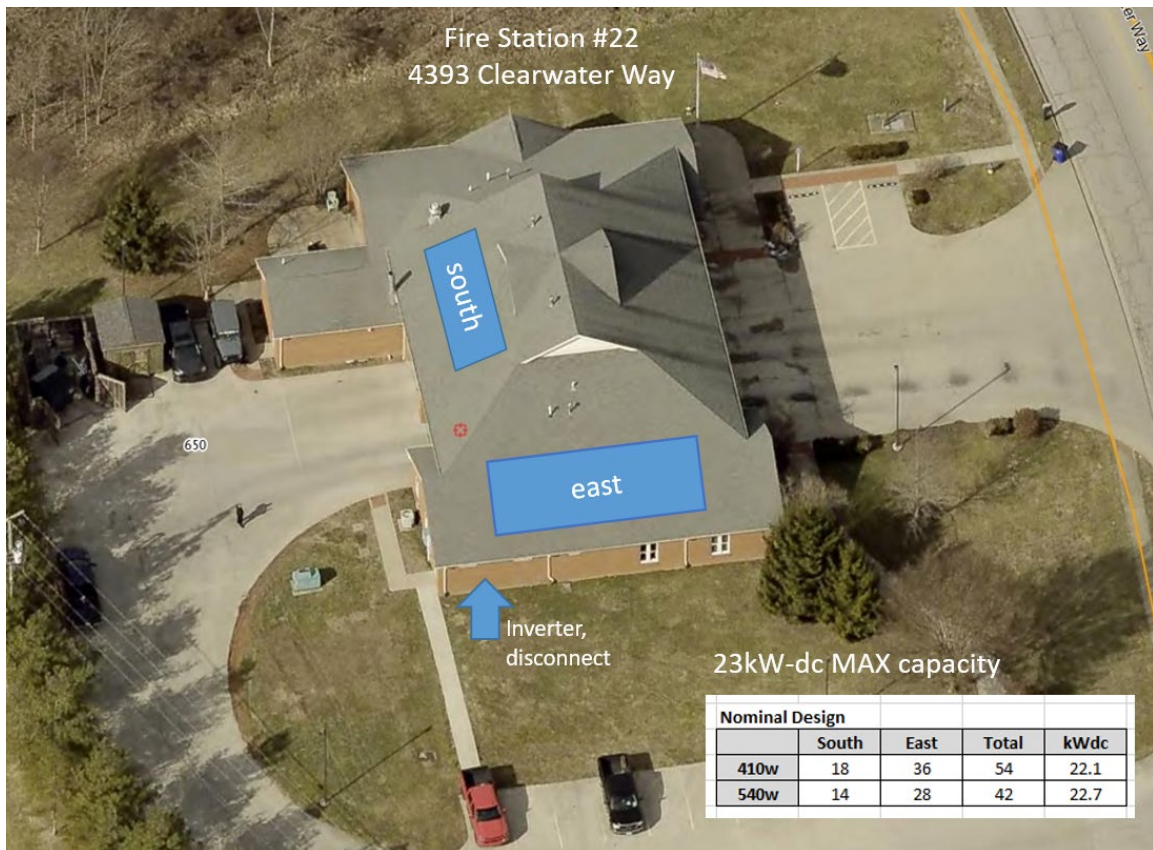


Figure 01 – Basis of Design

RFP 17-2024 Price Proposal Form

Solar PV Installation

Fire Station #22, 4393 Clearwater Way	
Array Modules	\$
Inverter(s) & Monitoring System	\$
Electrical & Wiring Materials	\$
Racking Materials	\$
Labor	\$
Other w/ Description	\$
Structural Verification Letter	\$
Owner Allowance (mandatory)	\$2,000
TOTAL	\$

Printed Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

RESOLUTION NO. _____ – 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT (AWARDED PURSUANT TO RFP NO. 17-2024) WITH CALHOUN CONSTRUCTION SERVICES, INC. FOR THE INSTALLATION OF A ROOF-MOUNTED SOLAR PHOTOVOLTAIC SYSTEM ON FIRE STATION # 22, AT A COST NOT TO EXCEED \$59,873.00.

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 Professional Services Agreement (awarded pursuant to RFP No. 17-2024), which is attached hereto and incorporated herein by reference, with Calhoun Construction Services, Inc., for the installation of a roof-mounted solar photovoltaic system on Fire Station # 22.

Section 2 – That an amount, not to exceed the sum of \$59,873.00, be and hereby is approved for payment to Calhoun Construction Services, Inc., from accounts # 1101-313201-3093-76101 (\$12,369.66); 1101-313201-3099-76101 (\$35,289.92); 1105-313201-3099-76101 (\$4,366.00); and 1105-313201-3099-76101 (\$7,847.42), pursuant to the terms of the Professional Services Agreement.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0394-24:EPT:4858-3202-9112, v. 1

RESOLUTION NO. 216 – 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT (AWARDED PURSUANT TO RFP NO. 17-2024) WITH CALHOUN CONSTRUCTION SERVICES, INC. FOR THE INSTALLATION OF A ROOF-MOUNTED SOLAR PHOTOVOLTAIC SYSTEM ON FIRE STATION # 22, AT A COST NOT TO EXCEED \$59,873.00.

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 Professional Services Agreement (awarded pursuant to RFP No. 17-2024), which is attached hereto and incorporated herein by reference, with Calhoun Construction Services, Inc., for the installation of a roof-mounted solar photovoltaic system on Fire Station # 22.

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

PASSED URBAN COUNTY COUNCIL: May 9, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0394-24:EPT:4858-3202-9112, v. 1

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of April 8th, 2024 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and CALHOUN CONSTRUCTION SERVICES, INC. (**PROFESSIONAL**). **OWNER** intends to proceed with a roof-mounted solar photovoltaic systems in Lexington, Kentucky as described in the attached Request for Proposal document. The services are to include design and installation of solar photovoltaic systems for the city as described in the **OWNER**'s Request for Proposal No. 17-2024. The services are hereinafter referred to as the Project.

OWNER and **PROFESSIONAL** in consideration of their mutual covenants herein agree in respect of the performance of design and installation services by **PROFESSIONAL** and the payment for those services by **OWNER** as set forth below.

PROFESSIONAL was selected by **OWNER** based upon its response to the Request for Proposal No. 17-2024.

PROFESSIONAL shall provide design and installation of solar photovoltaic systems for **OWNER** in all phases of the Project to which this Agreement applies, serve as **OWNER'S** representative for the Project as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF PROFESSIONAL

PROFESSIONAL shall perform all services as hereinafter stated which include customary planning and analysis incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits:

RFP No. 17-2024 (Exhibit "A")

PROFESSIONAL'S proposal notarized 4/2/2024 (Exhibit "B"), 133 pages

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. 17-2024 (Exhibit "A"), followed by the provisions of Exhibit "B".

In addition to the services provided in Exhibits "A" and "B", the following services shall also be included:

1. **PROFESSIONAL** shall provide detailed drawings to document the electrical interconnection for review by **OWNER** prior to commencement of installation. At a minimum, drawings are to include AC/DC disconnect locations, panel breaker connection points, over current protection devices, and backfeed capacity calculations; and

After written authorization to proceed with the Project, **PROFESSIONAL** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **PROFESSIONAL** and the **OWNER**.
2. Design and install a roof-mounted solar photovoltaic system as proposed in Exhibit "B" and subject to the "System Requirements" and "Contractor Requirements" as defined in Exhibit "A", "Scope of Work".

This Agreement, together with the Exhibits and schedules identified above constitutes the entire Agreement between **OWNER** and **PROFESSIONAL** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Provisions of RFP No. 17-2024 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY PROFESSIONAL

- 2.1. The **OWNER** may desire to have the **PROFESSIONAL** perform work or render services in connection with this Project other than those services provided herein. 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 **PROFESSIONAL** 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" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **PROFESSIONAL** by placing at its disposal available information pertinent to the Project.
- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **PROFESSIONAL**, and render in writing decisions

pertaining thereto within a reasonable time so as not to delay the services of **PROFESSIONAL**.

- 3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **PROFESSIONAL'S** services.
- 3.5. Give written notice to **PROFESSIONAL** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **PROFESSIONAL'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish or direct **PROFESSIONAL** to provide, necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence. See Exhibit "A" (attached) pertaining to substantial completion of services.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **PROFESSIONAL'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.
- 4.3. If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **PROFESSIONAL**, an extension of time for such delay will be considered. If delays occur, the **PROFESSIONAL** shall within 30 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 six (6) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and possible adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

- 4.4. If delays result solely by reason of act of the **PROFESSIONAL**, the **PROFESSIONAL** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how

it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 of this Agreement shall apply. If the delay would prevent complete performance of the project within six (6) months of the time specified herein, **OWNER** shall have the option of canceling the project or otherwise adjusting the scope of service or work and any related fees.

SECTION 5 - PAYMENTS TO PROFESSIONAL

5.1 Methods of Payment for Services of PROFESSIONAL

5.1.1 For Basic Services.

All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the **OWNER'S** satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job). The negotiated cost of services is established in Exhibit "B" per "Price Proposal Form", page 55 of 133.

5.2. Times of Payment.

5.2.1. PROFESSIONAL shall submit a schedule of values subject to approval by the **OWNER** prior to starting work. The approved schedule of values will be the basis for monthly statements for Basic Services and Additional Services rendered. The Statements will be based upon **PROFESSIONAL'S** estimate of the proportion of the total services actually completed at the time of billing and are subject to approval by the **OWNER**. **OWNER** shall pay **PROFESSIONAL'S** monthly statements within thirty (30) days of receipt.

5.3. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** shall be paid for the work performed or services rendered in an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **PROFESSIONAL**.

5.3.2. In the event the services of the **PROFESSIONAL** are terminated by the **OWNER** for fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **PROFESSIONAL** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **PROFESSIONAL** shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. PROFESSIONAL may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **PROFESSIONAL** to be unable to perform its duties and responsibilities under this Agreement, and only upon ten (10) days written notice to **OWNER**, and provided **OWNER** fails to cure such default within the ten (10) day period.

6.1.2. The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon seven (7) days written notice to the **PROFESSIONAL**.

6.2. Ownership and Reuse of Documents.

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

6.3. Legal Responsibilities and Legal Relations.

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

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

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

6.4. Successors and Assigns.

6.4.1. PROFESSIONAL binds itself and its partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **PROFESSIONAL** shall not assign any interest, obligation or benefit in this Agreement. **PROFESSIONAL**

shall not assign any interest, obligation or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **PROFESSIONAL** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **PROFESSIONAL** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **PROFESSIONAL** of any responsibility for compliance with the provisions of this Agreement.

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

6.5. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **PROFESSIONAL** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **PROFESSIONAL**, shall be submitted to the Commissioner, Department of General Services, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **PROFESSIONAL** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of PROFESSIONAL'S Work.

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

The **PROFESSIONAL** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make all revisions or corrections resulting from errors and/or omissions on the part of the **PROFESSIONAL**, without additional compensation. By submission of reports, calculations and Drawings and Specifications to the **OWNER**, the **PROFESSIONAL** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of **PROFESSIONAL** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

6.7. Security Clause.

The **PROFESSIONAL** certifies that it shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public

or private organization except the **OWNER** without prior approval of the **OWNER** unless required by law.

6.8. Access to Records.

The **PROFESSIONAL** and its sub-**PROFESSIONALS** shall maintain all books, documents, papers, and accounting records relating to this service agreement, 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 **PROFESSIONAL** from consideration for future **PROFESSIONAL** service agreements.

6.9. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 17-2024 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 **PROFESSIONAL** agrees as follows:

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

SECTION 8 - SPECIAL PROVISIONS

- 8.1.** This Agreement is subject to the following provisions.

8.1.2. Pursuant to subparagraph 3.4 of this Agreement, **OWNER'S** representative is authorized to monitor, direct and review the performance of work of the **PROFESSIONAL**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** representative or their designee. Questions by the **PROFESSIONAL** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** representative or their designee. The **PROFESSIONAL** shall look only to the **OWNER'S** representative or their designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **PROFESSIONAL** within thirty (30) days.

- 8.2. NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **PROFESSIONAL**.
- 8.3. UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.
- 8.4. NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

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

OWNER (LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT):

Signature: Linda Gorton
MAYOR

Date: 5/9/2024

ATTEST:

Attest
CLERK OF URBAN COUNTY COUNCIL

PROFESSIONAL (CALHOUN CONSTRUCTION SERVICES, INC.):

Signature: Kurt Meadors

Printed Name: Kurt Meadors

Position: Vice President

Date: 4/9/2024

COMMONWEALTH OF KENTUCKY
COUNTY OF (Jefferson)

The foregoing instrument was subscribed, sworn to and acknowledged before me by

Kurt Meadors as Vice President for

and on behalf of Calhoun Construction Services on this the 9th day of

April, 2024.

My commission expires: 8/15/2027

Brandi A Quire
NOTARY PUBLIC, STATE AT LARGE, KY
4862-8745-9509, v. 1

