

**GRANT AWARD AGREEMENT**

***Fiscal Year 2019 Class A Incentive Grant Program***

**THIS AGREEMENT**, made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **OPERA HOUSE SQUARE TOWNHOUSES CORPORATION, 541 W. SHORT STREET, SUITE 40, LEXINGTON, KY 40507** (hereinafter "Grantee").

**WITNESSETH:**

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

**WHEREAS**, the Grantee represents directly or indirectly a group of single-family residences in Fayette County who are fee-payers of the Government's Water Quality Management Fee; and

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

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

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

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

- (1) The Government hereby grants the Grantee the sum of **\$100,000.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein.
- (2) The Grantee agrees to match the Grant with contributions, labor and other services equal to or greater than 20% of the total project cost.
- (3) The Grantee agrees to use the Grant only for the activities set forth in Attachment A.
- (4) The Grantee agrees to perform periodic reporting as detailed in Paragraph 5 herein below, and provide to the Government a Project Final Report, in digital and hard copy, within thirty (30) calendar days of the completion of the project elements following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures.

- (5) The Grant to the Grantee shall be disbursed in the following manner:
- (a) The Grantee shall submit, at least once every three (3) months, a *Grant Reimbursement Form* and a *Request for Funds*, in standardized format provided by the Government, to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. The *Request for Funds* shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The *Request for Funds* shall include full accounting of all eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the *Request for Funds*.
  - (b) Each *Request for Funds* shall include documentation of all of the Grantee's Match Costs listed in Attachment A and claimed for the prior period. For cash expenditures this shall include receipts, showing vendor paid, date, amount, and items purchased. For volunteer hours this shall include sign-in sheets describing the events with signatures, name, address, time in and time out (or length of event), for each participant (volunteers must be 12 years of age or older). For mileage, this shall include driver name, type of vehicle, location to and from, date, and miles driven.
  - (c) Each *Request for Funds* shall be accompanied by a *Project Status Report*, in a standardized format provided by the Government, describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials completed and/or used to date. For educational events (if applicable), copies of the class sign-in sheets documenting the number of attendees shall be provided.
  - (d) The Government's Grant Manager shall review each *Request for Funds* and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Government's Grant Manager finds the Grantee's *Request for Funds* is in compliance with the terms of this Agreement and the Program's guidelines and that the activity progress and management program of the Grantee satisfy the terms of this Agreement, he or she shall approve the *Request for Funds* within 15 days of receipt, and then forward it to the Division of Accounting for payment.
  - (e) Should the Government's Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and/or management of the project, the Division of Water Quality shall notify the Mayor's Office and the appropriate district Council person and shall meet with the Grantee on matters that prevent approval of the *Request for Funds*. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph 25 herein below.
  - (f) The Government shall release payment of the final 3% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee within 15 calendar days or, if acceptable, forward approval to the Division of Accounting for payment.
- (6) For any project which includes installation of permanent capital infrastructure as listed in Attachment A (not to include individual rain barrels, small rain gardens, and pond equipment), the Grantee agrees to meet all design standards specified in the Government's Engineering Manuals and/or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality/quantity monitoring by the Government.

- (7) For any project which includes installation of permanent capital infrastructure as listed in Attachment A, the Grantee agrees to provide in hard copy and electronic format the following deliverables as they become available, each sealed by a Professional Engineer licensed in the Commonwealth of Kentucky (or Registered Landscape Architect when allowed by Kentucky Revised Statutes 323A.010):
- Design calculations;
  - Final construction plans, including erosion and sediment control plans, traffic control plans, grading plans, etc.;
  - Final specifications and bidding documents (if applicable);
  - Detailed engineer's construction cost estimate including quantities;
  - Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual.
  - Copies of all federal, state, and local permits, approvals, encroachments, etc. obtained for the project.
  - Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent.
  - Photo documentation of site conditions and improvements before, during, and after construction.
- (8) For any project which includes installation of permanent capital infrastructure listed in Attachment A, the Grantee shall provide, by the end of the design phase, certification by a Professional Engineer or Registered Landscape Architect licensed in Kentucky that all stormwater control facilities proposed for this project are feasible and viable Best Management Practices (BMPs) for controlling stormwater quality and/or quantity and are appropriate for the project site.
- (9) The Grantee agrees that any and all stormwater control facilities, including equipment and infrastructure, constructed or purchased with Grant monies shall remain the property of the Grantee, or the current property owner, or his successors and assigns, unless otherwise noted in Attachment A.
- (10) The Grantee agrees that all stormwater control facilities, including equipment and infrastructure shall remain in service and maintained by the Grantee or its representatives for at least the Service Life listed in Attachment A. For capital infrastructure, this shall include following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in Paragraph 7 above. For capital infrastructure, the Grantee further accepts and agrees to enter into the "*Agreement to Maintain Stormwater Control Facilities for Class A Incentive Grant Projects*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.
- (11) The Grantee agrees, and all individual property owners with grant-funded improvements installed on their properties shall agree, to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.
- (12) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (13) The Grantee agrees to obtain all necessary local, state, and federal permits and approvals in a timely manner and prior to the start of any work requiring such permits or approvals.
- (14) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph 25 herein below.
- (15) The term of this Agreement shall be from the date of this Agreement until completion of the project outlined herein. The Grantee agrees to complete the project within 18 months from the date of this Agreement. The Grantee agrees to obtain written approval from the

Government's Grant Manager or Program Administrator for any time extensions beyond the grant period. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph 25 herein below.

- (16) The Grantee understands that the **Grant shown herein in Paragraph 1 is a not-to-exceed amount**, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.
- (17) The Grantee asserts that it is an incorporated organization registered in active status with the Commonwealth of Kentucky Secretary of State, and is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housings Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will contact the Government's Program Administrator immediately. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph 25 herein below.
- (18) This Agreement may not be modified except by written agreement of the Government and the Grantee.
- (19) In any advertisement of the grant-funded project, whether oral or written communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.
- (20) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (21) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.
- (22) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.
- (23) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations and ordinances.
- (24) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee shall defend, indemnify, and hold harmless the Government from and against any and all liability, claims, damages, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, or in any way connected with the activities carried out pursuant to this Agreement, the Grant award or the Stormwater Quality Projects Incentive Grant Program.
- (25) If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agree-

ments or stipulations of this Agreement, the Government shall provide the Grantee thirty (30) calendar days to address the deficiency or violation. If the Grantee does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement.

(26) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

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

**LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT**

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

ATTEST:

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

**Grantee Organization: OPERA HOUSE SQUARE TOWNHOUSES  
CORPORATION  
541 W. SHORT STREET, SUITE 40  
LEXINGTON, KY 40507**

BY: Melvin Coffee  
NAME: MELVIN COFFEE  
TITLE: PRESIDENT, OPERA HOUSE SQUARE HOA

The foregoing Agreement was subscribed, sworn to and acknowledged before me by MELVIN COFFEE, as the duly authorized representative for and on behalf of OHSA HOA BOARD, on this the 22ND day of JANUARY, 2019.  
My commission expires: 8-11-2019.

Alicia Esenbock  
NOTARY PUBLIC Alicia Esenbock

**ATTACHMENT A**  
**to the GRANT AWARD AGREEMENT between LFUCG and**  
**Opera House Square Townhouses Corporation**

**GRANT PROGRAM** **FY2019 Stormwater Quality Projects Incentive Grant Program**  
**Class A (Neighborhood) Projects**

- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality

**PROJECT TEAM AND CONTACT INFORMATION**

**Grantee Organization:** **Opera House Square Townhouses Corporation**  
541 W. Short Street, Suite 40  
Lexington, KY 40507  
KY Organization #: 0255780

**Organization President** **Marianne Grassi**  
859-533-8042 (phone)  
[grassi@gmail.com](mailto:grassi@gmail.com) (email)

**Primary Project Contact and Project Manager:** **Frieda Myers**  
404-227-0210 (phone)  
[fe.myers.gcb@gmail.com](mailto:fe.myers.gcb@gmail.com) (email)

**Secondary Project Contact:** **Gina Greathouse**  
859-312-5835 (phone)  
[greathousegina@gmail.com](mailto:greathousegina@gmail.com) (email)

**Project Site Location and Property Owners:** Parking lot located at 541 W. Short Street  
Opera House Townhouses Corporation

**Design Professionalizing Firm:** **Element Design**  
366 South Broadway  
Lexington, KY 40508  
859-389-6533 (phone)  
Ramona Henderson  
[ramona@element-site.com](mailto:ramona@element-site.com) (email)

**Contractor:** To Be Determined

**PROJECT PLAN ELEMENTS**

All improvements shall be located on the property at 541 W. Short Street, Lexington, KY 40508. No other property or Right-of-Way shall be disturbed without the written permission from the property owners and/or LFUCG.

The purpose of this grant is to improve the drainage for the Opera House Square complex. Opera House Square Homeowners Association (OHSA) has 37 townhouse considered single family homes surrounding a commons area. Each homeowner pays an individual LEXserve monthly sewer fee in addition to the OHSA paying a common area sewer fee for parking lot/driveway/sidewalks. The common area is paved with approximately 26,820 square feet parking/driveway and 8,157 square feet sidewalk with a total approximately 34,977 square feet. The majority of paving in the common area drains to a centrally located single catch drain manhole.

**1) ELEMENTS:**

- A. Permeable Pavers – For quality and quantity control. Retrofit of approximately 16,203 square feet of permeable pavers to be installed in a portion of the existing parking lot area. The permeable pavement is anticipated to treat/retain stormwater affecting the OHSA complex. An overflow sub-drain pipe to be located along the center island low

point in the courtyard leading to a stone sub-base for drainage and filtration. During construction, OHSA Board of Directors will facilitate construction by managing resident parking and phasing to allow parking during construction.

- B. Education – Stormwater quality education to be provided by installing permanent signage in the commons area acknowledging the benefits of the drainable pavers in relieving surge on the storm system both community and on the city storm sewer system. Also, all 37 homeowners and any tenants will receive written information regarding the benefits of the storm water reduction created by installing the drainable pavers.

All improvements shall be located on the private properties at 541 W. Short Street.

Note: Be aware that some of the elements mentioned above introduce water into the ground, and can sometimes negatively affect structures (homes, basements, etc.) adjacent to or near the element. This should be considered when contemplating the placement and design of the element.

## 2) **DESIGN:**

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

Design tasks will include meetings, survey, engineering design, permit submittals to the applicable local, state, and federal agencies, bidding and construction.

Design shall also account for the following stipulations:

- The design of the proposed Project Plan Elements shall either be done by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS) or follow published design manuals and/or manufacturers suggested recommendations for each product. The LFUCG Rain Garden Manual is acceptable for the Rain Garden/Bioretenion Cells on the residential properties. Some items mentioned below might not be applicable depending upon how the Grantee decides to proceed. This should be discussed with the LFUCG Grant Manager or Administrator.
- Submittal for stream permits (401/404) shall be completed as early as possible in the design process to inform the Design Professional on alternatives that can be permitted without triggering state or federal mitigation requirements (If required).
- The Design Professional shall meet with the LFUCG Grant Manager for at least three meetings during the design phase:
  - i) Prior to the start of design
  - ii) At the completion of approximately 50% design
  - iii) At the 95% completion of the design documents.

The Design Professional shall provide a copy of the preliminary plans (working drawings), calculations, and specifications (if available) representing 50% and 95% completion. These submittals shall be used to assist LFUCG staff in understanding the project components and allow for feedback to ensure the Government's funds shall be utilized for sustainable and effective infrastructure.

- All existing utilities shall be located and shown on the design plans.
- All existing easements, adjacent property lines, and Rights-of-Way shall be shown on the design plans. If any work is proposed to occur within any easement (i.e. utility, etc.), whether public or private, the Organization shall obtain all necessary encroachment agreements for the authorized agencies prior to the start of construction.
- The permeable pavement system shall be designed in such a way as to meet the LFUCG definition for an Engineered Pervious Surface (i.e. the design shall follow standard engineering principles and practices for permeable pavements).

- The permeable pavement system shall not be installed within 10 feet horizontally of any sanitary sewer line and measures shall be taken to prevent infiltrating water from entering the sanitary sewer trench.
- For the permeable pavement systems, the design shall include barriers and underdrains as necessary to prevent washing, scouring, or damage of any kind to the road base of any adjacent roadway or the proposed improvements. The design shall include an underdrain system to allow for hydraulic relief and prevent ponding of water above the stone base. The design documents for the permeable pavement shall include a description of:
  - i) Profile detail of the proposed surface (e.g. stone to paver) indicating all sizes of stone etc. Only open-graded (e.g. single-sized), certified washed stone is allowed. The Aggregate specification in the design documents shall meet or exceed the following: *“All Base and Bedding aggregates shall be washed with less than 1% passing the No. 200 sieve and certified as clean. Certifications shall be provided to the Engineer or Owner prior to unloading on site”*
  - ii) Detail of the proposed underdrain system and plan view of its locations and how it will be connected into an existing storm sewer inlet or discharge into an existing gutter or other stormwater control structure. Water shall not be allowed to discharge onto a public sidewalk either directly via a pipe or from seepage coming from the stone base.
  - iii) Slope of the stone base and use of barriers, if necessary, to prevent high velocities and scour within the stone base.
- Any work proposed within or on public right-of-way, easement, or LFUCG owned property will require one or more permits or approvals. This includes installation permits for connection into any existing curb inlet or stormwater manhole located within public right-of-way. Please contact the appropriate staff:

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

- All federal, state, and local permits, approvals, and agreements required for construction of the proposed improvements shall be obtained prior to the start of construction. If the timing of construction is such that a permit may expire before construction can be completed, then the Organization shall coordinate with the LFUCG Grant Manager and permitting agencies on appropriate timing for permit submittals. The Organization is fully responsible to determine which approvals, permits, and encroachments are required for the project.
- Erosion and sediment control and traffic control measures shall be designed to meet all standards and follow guidelines in the LFUCG Engineering Manuals, and shall be shown on the design plans with appropriate notes.

**3) CONSTRUCTION:**

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

- **No construction shall occur until written approval from all effected property owners is provided to the LFUCG Grant Manager.**
- Construction shall not begin until all permits, approvals, agreements, etc. are obtained and copies provided to the LFUCG Grant Manager.
- All existing utilities shall be located, contacted, and coordinated with prior to any work being performed.
- The Erosion and Sediment Control Plan shall be provided to LFUCG for review and comment. The LFUCG Land Disturbance Permit shall be obtained by the contractor after placement of the ESC and traffic control measures.



- Failure to place acceptable erosion and sediment control measures into service prior to start of construction will result in shut-down of the job site until the measures are put in place. Construction practices shall be put in place to prevent the illicit discharge of sediment, dirt, sand, fluids, trash, and any other pollutant into the Municipal Separate Storm Sewer System or Waters of the Commonwealth.
- The Organization shall host a pre-construction meeting with all parties. The LFUCG Grant Manager shall be invited to this inspection and given 3 business days notice.
- The Organization is responsible to provide all construction oversight, administration, and daily inspection. LFUCG shall not provide these services.
- The Organization shall document construction by taking before, during, and after photographs.
- Once construction is complete, a final walk-thru inspection shall be performed. The LFUCG Grant Manager shall be invited to this inspection and given 5 business days notice. If punch-list items are identified, a second inspection shall be performed once those items are resolved, and the LFUCG Grant Manager shall be invited to this inspection and given 5 business days notice.
- The Organization agrees to enter into the *Agreement to Maintain Stormwater Control Facilities for Class A Incentive Grant Projects* included as Attachment B of the Grant Award Agreement within 21 calendar days of the final (post punch-list) inspection.

#### **REPORTING REQUIREMENTS**

- 1) At the completion of the Design Phase, the Organization shall provide the LFUCG Grant Manager 3 hard copies and one digital copy each of the following six deliverables, each sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS):
  - Set of all final design calculations.
  - Set of final construction plans, including erosion and sediment control plans, grading plans, etc.
  - Set of final specifications and bidding documents (if applicable).
  - Final detailed engineer's construction cost estimate including quantities.
  - All local, state or federal required permits, approvals, public or private encroachment agreements etc. received to date for the project.
  - Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and LFUCG's Stormwater Manual.
- 2) The Organization shall allow LFUCG twenty-one (21) calendar days to review the submittals and provide comments. If revised submittals are required, the Organization shall allow LFUCG ten (10) calendar days for review per submittal. LFUCG may choose to have a third party engineering consultant assist LFUCG in review of these submittals.
- 3) **The design phase shall end when the LFUCG Grant Manager provides written acceptance of the design submittals.**
- 4) If the project is to be competitively bid, the selected contractor's unit price contract/bid list shall be provided to the LFUCG Grant Manager prior to the start of construction.
- 5) If the project is not competitively bid, the selected contractor's unit price contract shall be provided to the LFUCG Grant Manager prior to the start of construction, along with a justification for any derivations from the engineer's construction cost estimate.
- 6) The Organization shall submit copies of all required local, state or federal permits, approvals, public or private encroachment agreements etc. to the LFUCG Grant Manager prior to the start of construction.

- 7) Copies of written approval/agreement shall be provided to the LFUCG Grant Manager prior to proceeding with construction.
- 8) **The construction phase shall begin only after the LFUCG Grant Manager gives notice-to-proceed, in writing, for the start of the construction phase of the project.**
- 9) If, during construction, the contractor requests a deviation or addition to the quantities or costs in the construction contract, the LFUCG Grant Manager shall be notified within 2 business days. Additions or modifications to the project that are not directly related to the intended and correct function of the stormwater control project elements as described in the Project Plan Elements listed above and in original incentive grant application are not eligible for Grant reimbursement. Therefore, the Organization is advised that it should coordinate closely with the LFUCG Grant Manager during construction to ensure the work being performed is in compliance with this Agreement. Note that per the Grant Award Agreement all over-runs that result in the project costs exceeding the Grant amount are the responsibility of the Organization.
- 10) After construction is completed, the Project Final Report shall include copies of the following:
  - Summary of final construction costs and quantities.
  - Copies of all federal, state, and local permits obtained for the project (if not previously provided).
  - 3 copies of a Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent.
  - Copies of final inspection minutes, punchlists, etc.
  - Photo documentation of site conditions and improvements before, during, and after construction.
  - Signed *Agreement to Maintain Stormwater Facilities Funded by an LFUCG Stormwater Quality Projects Class A Incentive Grant* (Note: This form will be completed after construction is completed and final costs determined.)
- 11) LFUCG shall make final payment of the 3% retainer after acceptance of the Project Final Report.

#### **EDUCATIONAL OPPORTUNITIES**

- Education – Stormwater quality education to be provided by installing permanent signage in the commons area acknowledging the benefits of the drainable pavers [in relieving surge on the storm system] both community and on the city storm sewer system. Also, all 37 homeowners and any tenants will receive written information regarding the benefits of the storm water reduction created by installing the drainable pavers.

#### **PERMANENT FACILITIES/INFRASTRUCTURE**

**Permanent Capital Infrastructure:** This grant does include Permanent Capital Infrastructure for purposes of the Grant Award Agreement.

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

**Future Inspection and Maintenance:** The Organization (and/or Property Owner) agrees to sign and abide by the terms of the *Maintenance Agreement for Stormwater Control Facilities Funded by an LFUCG Stormwater Quality Projects Class A Incentive Grant* included as Attachment B to the Grant Award Agreement. The property owner is solely responsible for future maintenance of the grant funded improvements as long as the improvements are in service.

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

## **GRANT PERIOD & PROJECT SCHEDULE**

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

**TABLE 1 – PRELIMINARY PROJECT SCHEDULE**

| <b><i>Activity</i></b>  | <b><i>Schedule</i></b>     |
|---|----------------------------|
| Grant Award   | Anticipated (January 2019) |
| Land Survey - Contours  | January 2019               |
| Geotechnical Testing  | January 2019               |
| Design and Construction Documents   | February – April 2019      |
| Submit plans to Authorities Having Jurisdiction (AHJ's)                     | April 2019                 |
| Request for Bids - Bidding Period   | May 2019                   |
| Contract Review and Award (Contractor Performance & Payment                 | May – June 2019            |
| Construction - demolition existing and installation of new drainable pavers | June – October 2019        |
| Punch list correction   | October – December 2019    |
| Project Close out   | December 2019              |

## **ADDITIONAL GRANT STIPULATIONS**

1. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the applicant.
2. Permeable pavement shall not be installed within 10' either side of an existing sanitary sewer and measures taken to prevent infiltrating water from entering into the sanitary sewer stone trench.
3. The Operations and Maintenance Plan shall preclude storage of certain materials on the permeable pavement. The Operations and Maintenance Plan shall be provided at the conclusion of the project.
4. Because of modifications to the parking areas, applicant will need to work with LFUCG Division of Planning to verify the regulatory requirements.
5. Applicant must provide documentation of positive drainage to an existing working system prior to any construction.
6. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 20.6% cost share offered in the application (Approximately \$25,963.30).

## **PROJECT BUDGET – GRANT ELIGIBLE EXPENSES**

Table 2 lists the Eligible Expenses for the design and construction phases of this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization's cost share.

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

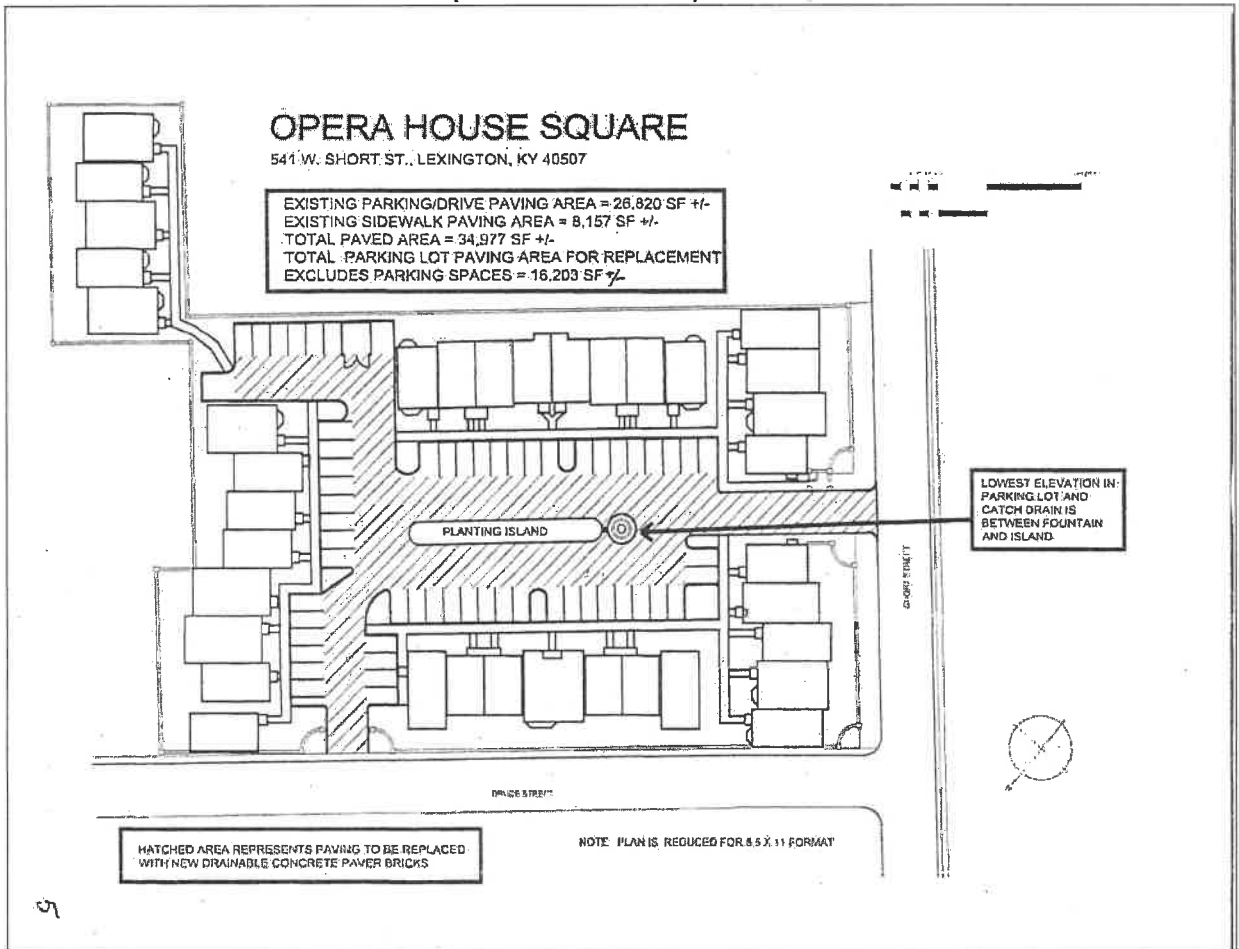
The construction estimate will be revised as part of the design process. The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee.

**TABLE 2 – PROJECT BUDGET**

|  | Type of Expense  | Participants                               | Item   | Unit Price        | Quantity | Funded by Organization | Funded by Grant     | Total Expense |               |
|--|--|--|--|-------------------|----------|------------------------|---------------------|---------------|---------------|
| <b>1 Project Element: Grant/Management</b>                       |  |  |  |                   |          |                        |                     |               |               |
| 2  | Donated Professional Service                                   | Project Manager - Landscape Architect      | Project Manager  | \$ 34.79 per hour | 90       | \$ 3,131.10            | \$ -                | \$ 3,131.10   |               |
| 3  | Donated Volunteer Hours  | OHSa Board of Directors (3x20 hours each)  | Review design, bidding and assist with contracting. Provide communication to residents for coordination of parking phasing and construction affects on community, i.e., garbage/recycling pickup, gate management. | \$ 7.25 LS        | 60       | \$ 435.00              | \$ -                | \$ 435.00     |               |
| <b>4 Project Element: Design and Construction Documents</b>      |  |  |  |                   |          |                        |                     |               |               |
| 5  | Design   | Land Surveyor (Endris Engineernig)         | Provide 6" contour map of parking lot, driveway and sidewalks  | \$ 2,000.00 LS    | 1        | \$ 2,000.00            | \$ -                | \$ 2,000.00   |               |
| 6  | Design   | Landscape Arch/Civil Eng. (Element Design) | Provide drawings for permeable pavers and subgrade including code submittals   | \$ 9,500.00 LS    | 1        | \$ 9,500.00            | \$ -                | \$ 9,500.00   |               |
| 7  | Construction   | Contractor (TBD)                           | Remove existing paving and provide new permeable pavers and educational signage  | \$ 10,000.00 LS   | 1        | \$ 10,000.00           |                     | \$ 10,000.00  |               |
| 8  | Construction   | Contractor (TBD)                           | Remove existing paving and provide new permeable pavers and educational signage  | \$ 100,000.00 LS  | 1        | \$ -                   | \$ 100,000.00       | \$ 100,000.00 |               |
| <b>9 Project Element: Education (Printed materials/Seminars)</b> |  |  |  |                   |          |                        |                     |               |               |
| 10   | Printing   | Lynn Imaging                               | Printed materials for homeowners educatin of permeable pavers and storm drainage   | \$ 50.00 LS       | 1        | \$ 50.00               | \$ -                | \$ 50.00      |               |
| 11   | Volunteer Hours  | OHSa Board (3x10 hours each)               | Printed materials for homeowners educatin of permeable pavers and storm drainage   | \$ 7.25 per hour  | 30       | \$ 217.50              | \$ -                | \$ 217.50     |               |
| 12   | Printing   | Lynn Imaging                               | Printed mailers for homeowners education of permeable pavers and storm drainage  | \$ 50.00 LS       | 1        | \$ 50.00               | \$ -                | \$ 50.00      |               |
| 13   | Volunteers Hours   | OHSa Volunteers                            | Volunteer Hours for participation in seminar (assume 37 people for 2 hours)  | \$ 7.25 per hour  | 74       | \$ 536.50              | \$ -                | \$ 536.50     |               |
| 14   | <b>TOTAL PROJECT BUDGET:</b>                                   |  |  |                   |          |                        | \$ 25,920.10        | \$ 100,000.00 | \$ 125,920.10 |
| 15   |  |  |  |                   |          |                        | <b>ORGANIZATION</b> | <b>GRANT</b>  |               |
| 16   |  |  |  |                   |          |                        | <b>SHARE</b>        | <b>SHARE</b>  |               |
| 17   |  |  |  |                   |          |                        | 20.6%               | 79.4%         |               |
| 18   | * Note: Organization share must be 20% of total project costs. |  |  |                   |          |                        |                     |               |               |

COST SHARE % = 20.58% OK  
MUST BE > 20%

**FIGURE 1 – OPERA HOUSE SQUARE TOWNHOUSES CORPORATION – PLAN DRAWINGS INDICATING AREAS OF PAVING FOR REPLACEMENT (FROM APPLICATION)**



**FIGURE 2 – OPERA HOUSE SQUARE TOWNHOUSES CORPORATION – AREA PHOTOGRAPH WITH COUNTOURS (FROM APPLICATION)**

