

*Exhibit A.***Sec. 5-1. - Adoption of building code.**

- (a) Pursuant to KRS chapter 198B, the division of building inspection is hereby designated as the agency to enforce the Kentucky Uniform State Wide Mandatory Building Code, promulgated in 815 KAR 7:120 and the Kentucky Residential Code promulgated in 815 KAR 7:125 by the Board of Housing, Buildings and Construction, Commonwealth of Kentucky, within the urban county government.
- (b) Pursuant to KRS chapter 198B, the director of the division of building inspection is designated as the building official, and his subordinates within the division of building inspection are designated as inspector and code enforcement personnel to enforce the provisions of the Kentucky Uniform Statewide Mandatory Building Code and the Kentucky Residential Code, within the urban county government.
- (c) The agency and officers mentioned in this section shall also assume any additional plan review functions which may be assumed pursuant to KRS chapter 198B by agreement between this government and the department of housing, buildings and construction of the commonwealth.
- (d) The agency and officers mentioned in this section should be under the general supervision of the commissioner of public works and development.
- (e) Pursuant to KRS 198B.060, this government does hereby extend the application of KRS chapter 198B to include the Kentucky Uniform Statewide Mandatory Building Code and the Kentucky Residential Code, as to one family, two family and townhouse dwellings.
- (f) Copies of the Kentucky Uniform Statewide Mandatory Building Code and the Kentucky Residential Code, shall be kept on file in the office of the clerk of the urban county council as a public record.

(Ord. No. 4742, § 1, 9-19-63; Ord. No. 5567, § 1, 6-9-66; Ord. No. 28-70, § 1, 2-19-70; Ord. No. 189-75, §§ 1--3, 7-10-75; Ord. No. 8-80, § 1, 2-7-80; Ord. No. 79-2003, § 3, 4-24-03; Ord. No. 83-2008, § 1, 4-24-08)

*Exhibit B***Sec. 5-29. - Fee schedule.**

No building, moving or wrecking permit, or certificate, letter, or other documentation required by this section shall be issued until there has been paid through the director, division of building inspection, a fee for the same computed according to the following schedule:

- (1) For the construction of residential buildings, including additions, the director of building inspection shall receive a fee of one-tenth (00.1) of one (1) percent of the costs of construction with the costs to be based on twenty dollars (\$20.00) per square foot for residential construction, and in no event shall the fee be less than fifty dollars (\$50.00) except for single-family residences of one thousand five hundred (1,500) square feet or less which shall be no less than twenty-five dollars (\$25.00).
- (2) For the construction of commercial buildings, the director, division of building inspection, shall receive a fee of two-tenths (00.2) of one (1) percent of the costs of construction with the costs to be based on:
 - a. Forty-five dollars (\$45.00) per square foot for restaurant construction;
 - b. Thirty-one dollars (\$31.00) per square foot for office building construction;
 - c. Twenty-one dollars (\$21.00) per square foot for retail sales building construction;
 - d. Fourteen dollars (\$14.00) per square foot for warehouse construction;
 - e. Thirty-four dollars (\$34.00) per square foot for hotel and motel construction;
 - f. Twenty-one dollars (\$21.00) per square foot for canopies;
 - g. Twenty-one dollars (\$21.00) per square foot for all other commercial nonresidential construction; and in no event shall the fee be less than two hundred dollars (\$200.00).
- (3) For residential remodeling, the director, division of building inspection, shall receive a fee of one-tenth (00.1) of one (1) percent of the estimated cost for remodeling, with a minimum fee of fifty dollars (\$50.00). For commercial remodeling, the director, division of building inspection, shall receive a fee of one-tenth (00.1) of one (1) percent of the estimated cost for remodeling, with a minimum fee of two hundred dollars (\$200.00).
- (4) For the construction of residential accessory buildings, the director, division of building inspection, shall receive a fee of one-tenth (00.1) of one (1) percent of the cost of said accessory building with the cost to be based on ten dollars (\$10.00) per square foot; but in no event shall the fee be less than fifty dollars (\$50.00).
- (5) For the erection of residential swimming pools, the director, division of building inspection, shall receive a fee of sixty cents (\$0.60) per hundred cubic feet, with a minimum fee of fifty dollars (\$50.00). For the erection of commercial swimming pools, the director, division of building inspection, shall receive a fee of sixty cents (\$0.60) per hundred cubic feet, with a minimum fee of one hundred dollars (\$100.00);
- (6) For the issuance of wrecking permits, the director, division of building inspection, shall receive a fee of two-tenths (00.2) of one (1) percent of assessed valuation; but in no event shall the fee be less than one hundred dollars (\$100.00);
- (7) For the issuance of house moving permits, the director, division of building inspection, shall receive a fee of two-tenths (00.2) of one (1) percent of assessed valuation; but in no event shall the fee be less than one hundred dollars (\$100.00);

- (8) For the construction or erection of elevators, the director, division of building inspection, shall receive a fee of two-tenths (00.2) of one (1) percent of the contract price; but in no event shall the fee be less than one hundred dollars (\$100.00);
- (9) For the construction of liquid storage tanks, the director, division of building inspection, shall receive a fee of twenty cents (\$0.20) per hundred gallons; but in no event shall the fee be less than one hundred dollars (\$100.00);
- (10) For signs and billboards, the director, division of building inspection, shall receive a fee of fifty cents (\$0.50) per square foot, but in no event shall the fee be less than fifty dollars (\$50.00);
- (11) For residential curb cuts, the director, division of building inspection, shall receive a fee of ten dollars (\$10.00); for commercial curb cuts, the director, division of building inspection, shall receive a fee of twenty-five dollars (\$25.00). For the initial construction and surfacing of residential driveways or parking areas, the director, division of building inspection shall receive a fee of one (1) percent of the cost price, with the cost to be based on sixty cents (\$0.60) per square foot, but in no event shall the fee be less than twenty-five dollars (\$25.00). For the initial construction and surfacing of commercial driveways or parking areas, the director, division of building inspection shall receive a fee of one (1) percent of the cost price, with the cost to be based on sixty cents (\$0.60) per square foot, but in no event shall the fee be less than fifty dollars (\$50.00). No permit shall be required for the resurfacing of existing driveways or parking areas;
- (12) For the erection of a residential fence, the director, division of building inspection, shall receive a fee of twenty-five dollars (\$25.00). For the erection of a commercial fence, the director, division of building inspection shall receive a fee of fifty dollars (\$50.00);
- (13) For commercial fit-ups, the director, division of building inspection, shall receive a fee of one hundred dollars (\$100.00);
- (14) For the erection of towers, the director, division of building inspection, shall receive a fee of two hundred fifty dollars (\$250.00);
- (15) For the erection of co-locates, the director, division of building inspection, shall receive a fee of one hundred dollars (\$100.00);
- (16) For the placement of a manufactured home other than those located in an M-1P zone or other existing mobile home parks, the director, division of building inspection, shall receive a fee of one hundred dollars (\$100.00);
- (17) For the certificate of occupancy, which shall only be required in instances in which a building permit was not previously required, the director, division of building inspection, shall receive a fee of twenty-five dollars (\$25.00);
- (18) For the home office certificate, the director, division of building inspection, shall receive a fee of ten dollars (\$10.00);
- (19) For the zoning and use verification letter, the director, division of building inspection, shall receive a fee of twenty-five dollars (\$25.00).

(Ord. No. 5444, § 1, 2-3-66; Ord. No. 149-70, § 2, 7-9-70; Ord. No. 176-70, § 1, 7-30-70; Ord. No. 278-78, § 1, 11-16-78; Ord. No. 66-86, § 1, 5-1-86; Ord. No. 242-88, § 1, 10-20-88; Ord. No. 104-95, § 1, 5-18-95; Ord. No. 58-2000, § 1, 3-9-00; Ord. No. 53-2004, § 1, 3-18-04; Ord. No. 213-2009, § 1, 10-1-09)

Sec. 5-29.1. - Additional building permit fee.

In addition to the building permit fees imposed in section 5-29(1), (2), the director of building

inspection shall at the time a building permit is issued for any new commercial building receive a fee of thirty-five one-hundredths (0.35) of one (1) percent of the cost of construction of any new commercial building, with the cost to be based on:

- (i) Seventy-two dollars (\$72.00) per square foot for restaurant construction;
- (ii) Fifty dollars (\$50.00) per square foot for office building construction;
- (iii) Thirty-four dollars (\$34.00) per square foot for retail sales building construction;
- (iv) Twenty-two dollars (\$22.00) per square foot for warehouse construction;
- (v) Fifty-four dollars (\$54.00) per square foot for hotel and motel construction;
- (vi) Thirty-four dollars (\$34.00) per square foot for all other commercial nonresidential construction;

and for any new residential dwelling receive a fee of one hundred dollars (\$100.00) per unit for apartments, one hundred dollars (\$100.00) per unit for duplex or townhouse units, and one hundred eighty dollars (\$180.00) per unit for detached single-family homes. However, construction of residential structures for properties in the expansion areas described in the expansion area master plan adopted by the planning commission on July 18, 1996, effective November 30, 1996, for which a building permit is issued after November 30, 1996, and which are subject to comprehensive development exactions pursuant to article 23C of the Lexington-Fayette Urban County Zoning Ordinance shall be exempt from the provisions of this section.

(Ord. No. 273-83, § 1, 12-20-83; Ord. No. 178-95, § 1, 8-24-95; Ord. No. 199-96, § 1, 10-3-96)

Sec. 5-29.2. - Commercial construction plan review fee.

In addition to any other fee imposed in section 5-29 or 5-29.1, the director of building inspection shall, at the time a commercial construction project plan is submitted for review, receive a plan review fee in the amount of six cents (\$.06) per square foot, with a minimum fee of fifty dollars (\$50.00). This fee shall apply to all commercial construction projects, including both new construction and remodeling, but shall not apply to the portion of construction involving fences, paving, curb cuts, grading, signs, swimming pools, and sidewalk cafes.

(Ord. No. 151-2005, § 1, 6-23-05)

Sec. 5-29.3. - Additional fees.

Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits, certificates, letters, or other documentation required pursuant to this article of the Code may be subject to an additional fee payable to the director, division of building inspection, along with the original fee, immediately upon discovery that such work has commenced.

- (a) The additional fee for the following sections of the Code shall be in addition to and equal to the amount of the original relevant fee provided in that section, but not less than five hundred dollars (\$500.00): subsections 5-29(1) through (9), (13) and (14), section 5-29.1, section 5-32 and section 5-67
- (b) The additional fee for the following sections of the Code shall be in addition to and equal to the amount of the original fee provided in that section: subsections 5-29(10), (11), (12), and (15) through (19).

(Ord. No. 198-2009, § 1, 9-17-09; Ord. No. 213-2009, § 2, 10-1-09)

Sec. 5-32. - Mechanical permit fees for the installation, replacement or addition of

heating, ventilation and air conditioning systems.

No mechanical permit shall be issued for the installation, replacement or addition of heating, ventilation and air conditioning systems until the applicant has paid to the division of building inspection a fee according to the following schedule, which shall be administered in accordance with the applicable provisions of 815 KAR 8:070:

- (1) The fee for each heating, ventilation, or air conditioning system installation permit for one- and two-family dwellings shall be seventy-five dollars (\$75.00) for the first system plus fifty dollars (\$50.00) for each additional system.
- (2) The fee for each heating, ventilation, or air conditioning system installation permit for multi-family dwellings other than duplexes shall be seventy-five dollars (\$75.00) for the first system plus twenty-five dollars (\$25.00) for each additional system.
- (3) The fee for each heating, ventilation, or air conditioning installation permit other than those provided for in subsections (1) or (2) above, shall be based upon either the actual or estimated total dollar value of each such installation as further provided below:

Amount in dollars	Permit fee
\$2,000 or less	\$75
\$2,001 to \$10,000	\$150
\$10,001 to \$25,000	\$225
\$25,001 to \$50,000	\$275
\$50,001 to \$75,000	\$325
\$75,001 to \$100,000	\$435
\$100,001 to \$150,000	\$550
\$150,001 to \$200,000	\$660
\$200,001 to \$250,000	\$770
\$250,001 to \$300,000	\$890
\$300,001 to \$400,000	\$1,000
\$400,001 to \$500,000	\$1,350
\$500,001 to \$600,000	\$1,500
\$600,001 to \$700,000	\$1,650
\$700,001 to \$800,000	\$1,850
\$800,001 to \$900,000	\$2,050
\$900,001 to \$1,000,000	\$2,250
\$1,000,001 to \$1,100,000	\$2,450
\$1,100,001 to \$1,200,000	\$2,650
\$1,200,001 to \$1,300,000	\$2,850
\$1,300,001 to \$1,400,000	\$3,050
\$1,400,001 to \$1,500,000	\$3,250
\$1,500,001 and above	\$3,450

- (4) The permit fee shall be the base fee of seventy-five dollars (\$75.00) if the application for permit does not include any new installation, but is to make corrections or provide testing for an installation made by someone else.
- (5) Each heating, ventilation, or air conditioning system permit shall include up to three (3) inspections of the system at no additional cost. Any additional inspection shall require payment of an additional permit fee of fifty dollars (\$50.00) for each inspection.

(Ord. No. 212-2002, § 1, 8-29-02; Ord. No. 62-2004, § 1, 4-8-04; Ord. No. 202-2010, § 1, 11-18-10)



Lexington Fayette Urban County Government
Division of Building Inspection

EFFECTIVE JANUARY 1, 2011

COMMERCIAL AND RESIDENTIAL SCHEDULE OF FEES
ALL PERMIT FEES SUBJECT TO CHANGE WITHOUT NOTICE

SIGNIFICANT ADDITIONAL FEES WILL BE IMPOSED FOR WORK STARTED WITHOUT A PERMIT

COMMERCIAL SECTION

Commercial Plan Review Fee.....	.06 X Sq. Ft. (Min.\$50)
Restaurant090 X Sq. Ft. (Min. \$200) + .252 X Sq. Ft.
Office Building062 X Sq. Ft. (Min. \$200) + .175 X Sq. Ft.
Retail Sales.....	.042 X Sq. Ft. (Min. \$200) + .119 X Sq. Ft.
Warehouse.....	.028 X Sq. Ft. (Min. \$200) + .077 X Sq. Ft.
Hotel/Motel.....	.068 X Sq. Ft. (Min. \$200) + .189 X Sq. Ft.
Canopies.....	.042 X Sq. Ft. (Min. \$200) + .119 X Sq. Ft.
All Other Commercial (Including Churches & Nursing Homes).....	.042 X Sq. Ft. (Min. \$200) + .119 X Sq. Ft.
Remodeling, Commercial001 X Const. Cost (Min \$200)
Towers	\$250
Co-locates	\$100
Fit-ups	\$100
Paving, Commercial.....	.006 X Sq. Ft. (Min. \$50)
Curb Cut, Commercial	\$25
Commercial Fence	\$50
Wrecking.....	.002 X Assessed Valuation (Min. \$100)
Moving.....	.002 X Assessed Valuation (Min. \$100)
Elevators002 X Contract Price (Min. \$100)
Tanks.....	.002 X Gallons (Min. \$100)
Signs50 X sq. ft. (Min. \$50)

NEW RESIDENTIAL SECTION

Single Family Residence (Over 1500 sq. ft.)02 X Sq. Ft. (Min. \$50) + \$180
Single Family Residence (1500 sq. ft. or less).....	.02 X Sq. Ft. (Min. \$25) + \$180
Duplex/Townhouse02 X Sq. Ft. (Min. \$50) + \$120/Unit
Apartments/Condos.....	.02 X Sq. Ft. (Min. \$50) + \$100/Unit
Paving, Residential.....	.006 X Sq. Ft. (Min. \$25)
Curb Cut, Residential.....	\$10
Grading	\$25
Manufactured Home Placement.....	\$100

EXISTING RESIDENTIAL SECTION

Remodeling, Residential (includes finishing basements, etc).....	.001 X Const. Costs (Min. \$50)
Additions, Residential (includes attached garages, decks, dormers, etc).....	.02 X Sq. Ft. (Min. \$50)
Accessory Buildings, Residential (detached garages, sheds, etc)01 X Sq. Ft. (Min. \$50)
Swimming Pools, Residential006 X Cubic Ft. (Min. \$50)
Swimming Pools, Commercial.....	.006 X Cubic Ft. (Min. \$100)
Fences, Residential.....	\$25.00

OTHER SERVICES (FEES)

Home Office Certificate of Occupancy	\$10.00
Certificate of Occupancy (Not associated with a building permit)	\$25.00



Lexington Fayette Urban County Government
Division of Building Inspection

HVAC/MECHANICAL FEES

COMMERCIAL FEES
(Based on Construction Cost)

< \$2,000 OR LESS.....	\$75.00
\$2,001-\$10,000.....	\$150.00
\$10,001-\$25,000.....	\$225.00
\$25,001-\$50,000.....	\$275.00
\$50,001-\$75,000.....	\$325.00
\$75,001-\$100,000.....	\$435.00
\$100,001-\$150,000.....	\$550.00
\$150,001-\$200,000.....	\$660.00
\$200,001-\$250,000.....	\$770.00
\$250,001-\$300,000.....	\$890.00
\$300,001-\$400,000.....	\$1,000.00
\$400,001-\$500,000.....	\$1,350.00
\$500,001-\$600,000.....	\$1,500.00
\$600,001-\$700,000.....	\$1,650.00
\$700,001-\$800,000.....	\$1,850.00
\$800,001-\$900,000.....	\$2,050.00
\$900,001-\$1,000,000.....	\$2,250.00
\$1,000,001-\$1,100,000.....	\$2,450.00
\$1,100,001-\$1,200,000.....	\$2,650.00
\$1,200,001-\$1,300,000.....	\$2,850.00
\$1,300,001-\$1,400,000.....	\$3,050.00
\$1,400,001-\$1,500,000.....	\$3,250.00
\$1,500,001- and above.....	\$3,450.00

Single Family Residential/New and Replacements
Based on Per System

1 st System	\$75.00
Each Additional System	\$50.00

Multi-Family Dwelling
Based on Per System

1 st Building 1 st System	\$75.00
Each Additional System (Same Building).....	\$25.00
2 nd Building 1 st System.....	\$75.00
Each Additional System (Same Building)	\$25.00
HVAC Reinspection Fees (After 3 inspections).....	\$50.00

RESOLUTION NO. 731 - 2012

A RESOLUTION ACCEPTING THE RESPONSE OF COMMONWEALTH INSPECTION BUREAU, INC., TO RFP NO. 32-2012 FOR THE PROVISION OF ELECTRICAL INSPECTION SERVICES FOR THE DIVISION OF BUILDING INSPECTION, , AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH COMMONWEALTH INSPECTION BUREAU, INC., RELATED TO THE RFP.

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

Section 1 - That the response of Commonwealth Inspection Bureau, Inc., to RFP No. 32-2012 for the provision of electrical inspection services for the Division of Building Inspection, be and hereby is accepted and approved as to the specifications and amounts set forth in the terms of the RFP and response, which are attached hereto and incorporated herein by reference, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an agreement with Commonwealth Inspection Bureau, Inc., related to the RFP.

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

PASSED URBAN COUNTY COUNCIL: December 11, 2012

/s/ Jim Gray
MAYOR

ATTEST:

/s/ Susan Lamb
CLERK OF URBAN COUNTY COUNCIL

AGREEMENT

THIS AGREEMENT is made and entered into as of the 11th day of

December, 2012, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A, 200 East Main Street, Lexington, Kentucky 40507 (hereinafter "Government"), and **COMMONWEALTH INSPECTION BUREAU INC.**, a Kentucky corporation with offices located at 501 Darby Creek Road, Suite 63, Lexington, Kentucky 40509 (hereinafter "Organization").

WITNESSETH:

WHEREAS, Government issued Request for Proposals No. 32-2012 (the "RFP") seeking proposals for electrical inspection services; and

WHEREAS, Organization timely submitted its response to the RFP dated Oct. 4th, 2012 and Government accepted Organization's response as the best value for the Government bid and authorized the execution of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are acknowledged, Government and Organization hereby agree as follows:

1. **TERM.** Government hereby contracts with Organization for the provision of electrical inspection services for the period beginning December 11, 2012, and continuing thereafter for one (1) year from that date, unless earlier terminated. Government may terminate this Agreement by giving Organization thirty (30) days prior written notice of termination. The term of this

Agreement shall automatically renew for up to five (5) additional terms of one (1) ~~year each unless either party gives written notice of nonrenewal or termination to~~ the other party prior to the expiration of the original or any renewal term of this Agreement.

2. **Consideration.** In consideration of Organization performing the services required by this Agreement, Organization is to be paid the fees authorized by section 4.10 of the RFP and Sections 5-67 and 5-76 of the Urban County Government Code of Ordinances, as may be amended. Payment shall be made in the manner specified by the RFP.

3. **Performance.** Organization shall perform all duties and services required by this Agreement faithfully and satisfactorily at the time, place and for the duration described herein. Organization shall keep itself fully informed of all national and state laws and regulations and all local ordinances, resolutions and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances or regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Government, its officers, agents and employees against any claim or liability arising from and based on Organization's violation of any such laws, ordinances or regulations.

4. **Services.** Organization shall provide the services required by the RFP as well as the following additional services:

A. Organization shall perform electrical inspections for all Government departments and divisions at no charge to Government.

B. Organization shall employ, at all times, a minimum of three

~~(3) full-time electrical inspectors unless requested in writing by Government's~~

Director of Building Inspection to increase the number based upon an increase in electrical permit issuances as provided in Section 3.6.6 of the RFP. Upon any increase in the minimum number of full-time electrical inspectors selected, Organization shall correspondingly increase the number of motor vehicles required in Section 3.6.3 of the RFP.

C. Organization shall have at least one (1) full-time electrical inspectors available to respond to service requests twenty-four (24) hours per day, seven (7) days per week.

D. Organization shall prepare and submit written reports of its activities and services to Government's Division of Building Inspection and to such other Government departments, divisions, boards or committees that may request such reports. Such reports shall be submitted on a quarterly basis and as otherwise requested.

E. Organization shall attend, at the request of the Home Builders Association of Lexington, including both the home builder and remodeler members, educational seminars for local builders and remodelers to inform and instruct them regarding relevant electrical codes, code enforcement issues and code interpretations. Organization shall not be precluded from charging such associations or organizations a reasonable fee for such services.

F. Organization shall, at the request of the Kentucky Electrical Contractors Association or any other professional electrical contractor

organization for electrical contractors, attend seminars to discuss code enforcement and code interpretation issues and changes in the electrical code.

Organization shall not be precluded from charging such associations or organizations a reasonable fee for such services.

G. Organization shall have an office open and available to the public on a full-time basis (at least forty hours per week). If necessary based upon the workload demand the office shall be open and available to the public for at least some hours on Saturdays.

H. Organization shall employ a secretary on a full-time basis (at least forty hours per week).

5. **Reporting.** Organization shall, at the request of Government's Division of Building Inspection, submit a report containing the items required by section 4.0 of the RFP. Such reports shall be submitted on a quarterly basis and as otherwise requested.

6. **Oversight.** Government designates its Director of the Division of Building Inspection, and such other person or persons as he may deem necessary, to monitor and evaluate the services rendered by Organization. Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required by this Agreement are being carried on and conducted. Inspection and monitoring of the work by

those authorities shall in no manner be presumed to relieve Organization of its responsibility or obligations.

7. **Order of Precedence.** Government's RFP, the Addenda to the RFP and Organization's bid proposal are expressly incorporated herein by reference and, together with this Agreement, constitute the contract documents. In the event of a conflict among or between the contract documents, then the documents shall control in the following order of precedence: this Agreement, the RFP, the RFP addenda, and Organization's bid proposal.

8. **Default.** In the event Organization fails to perform or satisfy each and every material term or condition of this Agreement, then such failure shall be deemed a default and Government shall be entitled to terminate this Agreement upon ten (10) days prior written notice to Organization. Upon declaration of default, Government shall be entitled to seek relief by way of any and all available remedies, including but not limited to Organization's performance bond.

9. **Miscellaneous.**

9.1 Governing Law. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in Fayette County, Kentucky.

9.2 Changes and Additions. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that Government may make such changes only with the approval of its legislative authority, the Lexington-Fayette Urban County Council, and signed by its Mayor.

9.3 Entire Agreement. This Agreement, with all attachments and exhibits hereto (and as otherwise provided in paragraph 7), shall constitute the entire agreement between the parties and no representatives, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose.

9.4 Relationship of the Parties. In no event shall the parties be construed, held or become in any way for any purpose partners, associates or joint venture in the conduct of their respective endeavors or otherwise. No contractor, licensee, agent, servant employee or invitee of Government shall be, or shall be deemed to be, a contractor, licensee, agent, servant, employee or invitee of Organization and no contractor, licensee, agent, servant employee or invitee of Organization shall be, or shall be deemed to be, a contractor, licensee, agent, servant, employee or invitee of Government.

9.5 Anti-Discrimination. Each party shall provide equal opportunity and employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex, age or disability, shall promote equal employment and shall cause each of its respective contracting agencies to do so. This program of anti-discrimination shall apply to every aspect of the parties' employment policies and practices.

9.6. Assignability. Neither party may assign any of its rights and duties under this Agreement without the prior written consent of the other party.

9.7. Notices. All notices, requests, demands, waivers, and other communications given or required to be given under this Agreement shall be in

writing and shall be addressed to the parties at the respective addresses in the heading to this Agreement. All such communications to Government shall be

directed to the attention of the Director of the Division of Building Inspection or to such person as he may designate in writing. All such communications to Organization shall be directed to the attention of Marshall Jones Jr., its President, or to such person as he may designate in writing.

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

9.9. Litigation. The parties mutually acknowledge that the validity of this Agreement and the underlying bid process are the subject of litigation pending before the Fayette Circuit Court. Should a final ruling result in the bid process or this Agreement being invalidated, then this Agreement shall be null and void as of that date and Organization shall have a period of thirty (30) days within which to wind-up its affairs conducted pursuant to this Agreement and to submit to Government a final report of all services and an accounting for all fee collections.

9.10. Authorization. By their signatures below, Government and Organization hereby verify that they have been duly authorized to execute, deliver and perform this Agreement and the execution and performance of the Agreement are within the powers of the Government and the Organization and do not contravene any law, rule or regulation.

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: 
JIM GRAY, MAYOR

ATTEST:


URBAN COUNTY COUNCIL CLERK

COMMONWEALTH INSPECTION
BUREAU, INC.

BY: 
MARSHALL W. JONES
PRESIDENT

COMMONWEALTH OF KENTUCKY)

COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Marshall W. Jones, as President, for and on behalf of Commonwealth Inspection Bureau, Inc., on this the 19th day of November, 2012.

My commission expires: 9/11/2015

 /JP #449079
NOTARY PUBLIC, STATE AT LARGE, KY

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