Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Docket

Tuesday, April 23, 2024

3:00 PM

Packet

Council Chamber

Urban County Council Work Session

I. Public Comment - Issues on Agenda

II. Requested Rezonings/ Docket Approval

III. Approval of Summary

0435-24 Table of Motions: Council Work Session, April 16, 2024

Attachments: TOM 04.16.24

IV. Budget Amendments

V. Budget Adjustments - For Information Only

VI. New Business

VII. Continuing Business/ Presentations

0433-24 An Ordinance amending certain of the Budgets of the Lexington-Fayette Urban County Government to reflect current requirements for funds in the amount of $50,000 to provide funds for Council Capital Projects in the Div. of Parks and Recreation and appropriating and re-appropriating funds, Schedule No. 43. [Div. of Budgeting, Lueker]

Attachments: Capital List 4.23.24
Council Capital Schedule 0043
ccf 04 23 2024 work session
ORD 0433-24 BA CAPITAL PROJECTS 4872-2890-1817 v.1.docx
O-045-2024

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 **0363-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Extension Agreement with Securus Technologies, LLC (f/k/a Securus Technologies, Inc.) for telephone and tablet services for the inmate population at the Div. of Community Corrections, through July 31, 2024, at no cost to the Urban County Government. [Div. of Community Corrections, Colvin]

Attachments: SECURUS 2nd EXTENSION MEMO 4-1-24 TO 7-31-24
SECURUS MSA eff 1-1-18
SECURUS EXTENSION 1-2 TO 3-31-24
0363-24 Resolution - Securus contract extension at the Detention Center 488
R-218-2024

b **0384-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 2 to the Agreement with BMI Builds, LLC, for the Dunbar Community Center Roof and Restroom Replacement Project, increasing the Contract price by the sum of $158,358.00, from $1,730,495.22 to $1,888,853.22. [Div. of Facilities and Fleet Management, Baradaran]

Attachments: Memorandum - BMI Builds - CO#2
Change Order Contract Details Form - BMI Builds - CO#2
Justification for Change - BMI Builds - CO#2
Documentation-for-Change-BMI Builds -CO#2
RESO 0384-24 Change Order #2 to Dunbar Community Center Roof and Res
R-195-2024
Contract #241-2023

c **0395-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Purchase of Service Agreement (awarded pursuant to RFP No. 8-2024) with CivicLex, Inc. for boards and commissions consulting services, at a cost not to exceed $95,000. [Div. of Procurement, Slatin]

Attachments: (BlueSheet Memo RFP #8-2024.docx
CivicLex Agreement 4-1-24 signed.pdf
CivicLex Proposal 8-2024.pdf
CivicLex_CertificateofInsurance.pdf
RESO 0395-24- CivicLex Boards and Commissions Agreement 4891-7466-69
R-219-2024
Contract #210-2024

d **0396-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with St. Joseph Health, for paramedic onsite training. [Div. of Fire and Emergency Services, Wells]

Attachments: 2024 St Joe hospital blue sheet agreenent for paramedic students
St Joseph agreement for Paramedic Students 2024
396-24 st joe agreement 4876-1852-0503 v.1.doc
R-220-2024

e **0400-24** A Resolution authorizing the Mayor or the Chief Information Officer, on behalf of the Urban County Government to execute the necessary documents for the Lexington-Fayette Urban County Government to procure software and related services under the same terms and conditions as RFP #030321, a Contract between Sourcewell and Konica Minolta Business Solutions U.S.A, Inc., including the Statement of Work related to the scanning of documents to OnBase for the Div. of Planning (cost estimated not to exceed $21,509), which is attached hereto and incorporated herein by reference, and future Statements of Work related to the procurement of software and service solutions for various Depts. and Divs. of the Urban County Government, as further determined to be necessary, cost effective and feasible by the Chief Information Officer and the Div. of Procurement, all subject to the appropriation of sufficient funds. [Dept. of Information Technology, Rodgers]

Attachments: Bluesheet Memo_OnBasePlanning
LFUCG_ Scanning of Binders - Planning Dept 2024- 03-06-2024 -KM execute
06 Konica OnBase Scanning Sourcewell_030321-KON exp 04192025 then 1x
RESO 0400-24 Konica & Sourcewell SOWs 4894-4977-2983 v.1.docx
R-221-2024

f **0411-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with Frontrunners Lex, Inc., for the annual Pride Run, at a cost not to exceed $1,100. [Mayor's Office, Cammack]

Attachments: Frontrunners Lex Agreement Memo
Signed Agreement - Pride Run 2024
RESO 0411-24 PSA with Frontrunners Lex for Pride Run 4886-7404-0504 v.1
R-222-2024

g **0412-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Consultant Services Agreement with NOMI, Inc., for professional design services of the

new Dunbar Community Center Maintenance and Improvements Project, at a cost not to exceed $91,000. [Div. of Facilities and Fleet Management, Baradaran]

Attachments: 01 - Dunbar Maintenance & Improvements - Request for Authorization
02 -Consultant Services Agreement -B- Dunbar M&I-2024-04-11
03 - RFP 16-2024 - Exhibit-A
04 - NOMI - Exhibit-B
05 - NOMI - Certificate of Liability Insurance
Reso 0412-24 Consultant Services Agreement for Dunbar Community Center
R-196-2024
Contract #107-2024

h **0413-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Commerce Lexington and Greater Lex, Inc., to provide $130,000 in funding to Greater Lex, Inc. for the Regional Economic Development Collective, and to assign the previous Agreements and funding for the Collective from Commerce Lexington to Greater Lex, Inc. [Mayor's Office, Atkins]

Attachments: CLEX Regional Economic Development Blue Sheet
CLEX Regional Funding Agreement 2024
RESO 0413-24 Commerce Lex & Greater Lex Agreement 4868-9709-4840 v.
R-223-2024

i **0418-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Professional Service Agreement with Cushman & Wakefield, U.S., Inc. For the continued marketing and sale of the 200-acre Legacy Business Park and Coldstream 50-acre sites, at a cost of six percent (6%) of land sales. [Mayor's Office, Bencz]

Attachments: bluesheet memo - Cushman & Wakefield 20240412
C&W PSA
Exhibit A - RFQ Pkg 51-2022 use
Exhibit B - Gresham Smith Team Response use
Exhibits C and D - Listing Agreement - (003)
C&W - Exhibit E - Approach to Development and Marketing use
RESO 0418-24 C&W PSA 4893-9445-3431 v.1.docx
R-197-2024
Contract #108-2024

j **0419-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept a donation of stage lighting improvements at Ky. Theatre from the Woodsongs Troubadour Concert Series, at no cost to the Urban County Government. [Dept.

of General Services, Ford]

Attachments: Blue Sheet Memo - Kentucky Theatre Donation - Lighting .pdf
WS_TROUBADOUR_KTdonation.pdf
KY Theater Lighting System Donation List.xlsx - KT Theater Donation.pdf
Reso 0419-24 Donation of stage lighting improvements at Kentucky Theatre 4
R-198-2024
Contract #115-2024

k **0420-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the Ky. justice and public safety cabinet and to provide any additional information requested in connection with this Grant Application, and to accept this Grant if the application is approved, which Grant funds are in the amount of $51,208 in Federal funds under the Victim Assistance Formula Grant funded by the Victims of Crime Act (VOCA), for support of Contract Forensic Nursing Advocates in the Div. of Police, the acceptance of which obligates the Urban County Government to an expenditure of $17,070 as a local match, and authorizing the Mayor to transfer encumbered funds within the Grant Budget. [Div. of Police, Weathers]

Attachments: 24 - Blue Sheet Memo VOCA Police
RESO 0420-24 (VOCA Grant Forensic Nursing Advocates) 4886-2075-3848 v
R-224-2024
Contract #249-2024

l **0421-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the Ky. Justice and Public Safety Cabinet, and to provide any additional information requested in connection with this Grant Application, and to accept this Grant if the application is approved, which Grant funds are in the amount of $100,000 in Federal funds under the Victim Assistance Formula Grant funded by the Victims of Crime Act (VOCA), for the implementation of the Underserved Minority Victims Advocacy Program in the Dept. of Social Services, the acceptance of which obligates the Urban County Government to an expenditure of $57,644 as a local match, and authorizing the Mayor to transfer encumbered funds within the Grant Budget. [Dept. of Social Services, Allen-Bryant]

Attachments: 24 - Blue Sheet Memo VOCA_SS
RESO 0421-24 (VOCA Grant) 4864-8008-5688 v.2.docx
R-225-2024
Contract #250-2024

m **0422-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit the 2024 Consolidated Plan/Grant Application to the United States Dept. of Housing and Urban Development (HUD), to provide any additional information requested in connection with this Grant Application, and to accept the Grant if the application is approved, which Grant funds are in the amount of $3,994,940 in Federal funds, for the FY 2025 Community Development Block Grant (CDBG) Program ($2,340,927), Home Program ($1,449,360), and Emergency Solutions Grant (ESG) Program ($204,653), the acceptance of which obligates the Urban County Government to the expenditure of $359,611 from various funding sources as a local cash match and $145,042 as an in-kind match; and authorizing the Mayor to execute Agreements for the approved plan; and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Grants and Special Programs, Reynolds]

Attachments:
- 24 - Blue Sheet Memo Con Plan
- FY 2025 Budget Amendment - Con Plan
- Recommended Projects for FY24 Con Plan
- RESO 0422-24 (Consolidated Plan) 4892-0533-6248 v.1.docx
- R-226-2024
- Contract #177-2024
- Contract #310-2024
- Contract #310-2024
- Contract #310-2024 -Repairers of the Breach
- Contracct #310-2024 -Human Rights Comm
- Contract #310-2024 New Beginnings
- Contract #310-2024 -Central Christian Church
- Contract #310-2024 - Greenhouse 17
- Contract #310-2024 Moveable Feast
- Contract #310-2024 -Arbor Youth
- Contract #310-2024 - AVOL

n **0423-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Supplemental Agreement No. 1 with the Ky. Transportation Cabinet to accept an additional Grant of $263,000 in Federal funds from the Ky. Transportation Cabinet Transportation Alternatives Program (tap), for the design phase of the Alumni Dr. Shared Use Path Project, the acceptance of which obligates the Urban County Government to the expenditure of $65,750 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Engineering,

Burton]

Attachments: 24-Blue Sheet SA No.1 Alumni Dr Project
BA 12977
LFUCG Alumni Shared Use Path Supplemental No. 1 - Unsigned
Person in Resp Charge Form
Location Map Alumni SUP
RESO 0423-24 Transportation Cabinet additional grant funds 4889-3166-098
R-227-2024
Contract #112-2024

o **0424-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Engineering Services Agreement (awarded pursuant to RFP 2-2023) with Strand Associates, for the design of the Alumni Dr. Shared Use Path Project, for the Div. of Engineering, at a cost not to exceed $541,401. [Div. of Engineering, Burton]

Attachments: 24 - Bluesheet Memo ESA Strand
BA 12977
ESA Alumni SUP - With Exhibits - Partial Signed
2024 01 26 Alumni Drive Shared Use Path-Approval to Award Design Contrac
RESO 0424-24 (Strand ESA) 4882-8848-7864 v.1.docx
R-228-2024

p **0425-24** 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 utility easement on the property located at 1940 and 1956 Bryant Rd. and 1953 and 1975 Justice Rd. [Div. of Water Quality, Martin]

Attachments: Blue Sheet
Bryant Justice Map
Release of Easement
RESO 0425-24- Partial Release of Easement (1940, 1956 Bryant and 1953, 1
R-229-2024
Deed #8585

q **0427-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Amendment to the Agreement with AVOL Ky., Inc., extending the period of performance to May 10, 2024, at no additional cost. [Div. of Grants and Special Programs, Reynolds]

Attachments: 24- Blue Sheet AVOL Kentucky Amendment
FY21 HOPWA AVOL Kentucky Agreement - Amendment
Lexington Fully Executed FY20 HOPWA Renewal Grant Agreement
Resolution 237-2021
RESO 0427-24 (AVOL) 4895-4658-2968 v.1.docx
R-199-2024
Contract #086-2024

r **0429-24** A Resolution authorizing the dissolution of the Lexington-Fayette Urban County Government Public Library Corporation; and taking other related action. [Dept. of Finance, Hensley]

Attachments: Memo PLC Dissolution
429-24 Resolution - Dissolution of Public Library Corporation 4873-5995-7683
R-230-2024

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0435-24

File ID:	0435-24	**Type:**	Summary	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	04/18/2024
File Name:	Table of Motions: Council Work Session, April 16, 2024			**Final Action:**	04/23/2024
Title:	Table of Motions: Council Work Session, April 16, 2024				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	TOM 04.16.24			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/23/2024	Approved				Pass

Text of Legislative File 0435-24

Title

Table of Motions: Council Work Session, April 16, 2024

URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
April 16, 2024

Mayor Gorton called the meeting to order at 3:34 p.m. Vice Mayor Wu, Council Members J. Brown, Ellinger II, Fogle, Lynch, LeGris, Monarrez, Sheehan, Gray, Worley, F. Brown, Baxter, Sevigny, Reynolds, and Plomin were present.

I. Public Comment – Issues on Agenda

II. Requested Rezonings/Docket Approval

III. Approval of Summary

Motion by Plomin to approve the April 9, 2024 Work Session Summary. Seconded by Wu. Motion passed without dissent.

IV. Budget Amendments

V. Budget Adjustments – For Information Only

VI. New Business

Motion by Baxter to approve New Business as amended. Seconded by Gray. Motion passed without dissent.

Motion by Reynolds to remove item k from New Business. Seconded by Sevigny. Motion passed without dissent.

VII. Continuing Business/Presentations

Worley provided the summary for the February 13, 2024 General Government and Planning Committee.

VIII. Council Reports

IX. Mayor's Report

X. Mayor's Report – Price Contract Bid Recommendations

XI. Public Comment – Issues Not on Agenda

XII. Adjournment

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

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0433-24

File ID:	0433-24	**Type:**	Ordinance	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	04/18/2024
File Name:	Capital List 4/23/24			**Final Action:**	05/09/2024

Title: An Ordinance amending certain of the Budgets of the Lexington-Fayette Urban County Government to reflect current requirements for funds in the amount of $50,000 to provide funds for Council Capital Projects in the Div. of Parks and Recreation and appropriating and re-appropriating funds, Schedule No. 43. [Div. of Budgeting, Lueker]

Notes:

Sponsors:		**Enactment Date:**	05/09/2024
Attachments:	Capital List 4.23.24, Council Capital Schedule 0043, ccf 04 23 2024 work session, ORD 0433-24 BA CAPITAL PROJECTS 4872-2890-1817 v.1.docx, O-045-2024	**Enactment Number:**	O-045-2024
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/23/2024	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 0433-24

Title

An Ordinance amending certain of the Budgets of the Lexington-Fayette Urban County Government to reflect current requirements for funds in the amount of $50,000 to provide funds for Council Capital Projects in the Div. of Parks and Recreation and appropriating and re-appropriating funds, Schedule No. 43. [Div. of Budgeting, Lueker]

..Summary

WHEREAS, it is necessary and proper to amend the Budgets of the Lexington-Fayette Urban County

Government to reflect current requirements for funds in the amount of $50,000 to provide funds for Council Capital projects in the Division of Parks and Recreation:

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

Section 1 - That certain of the Budgets of the Lexington-Fayette Urban County Government be and hereby are amended to reflect current requirements for funds in the amount of $50,000 to provide funds for Council Capital projects in the Division of Parks and Recreation, and that to effect such Amendments the following appropriations be and hereby are authorized and directed:

) Re-appropriations within the General Fund - Capital Projects Fund which do not result in changes to the Unappropriated Fund Balance of these respective funds.

Section 2 - That the purposes of the Budget Amendments and the Accounts to or from which funds are herein appropriated are detailed in Schedule No. 0043 attached hereto and incorporated herein by reference.

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

Organization:
LFUCG - Parks and Recreation
Michelle Kosieniak
1105-707602-7221-90320

Purpose:
For the purchase and installation of additional playground equipment at Garden Springs Park

Amount:
$ 50,000.00

Council Capital Projects
April 23, 2024
Work Session

Amount	Recipient	Purpose
$ 50,000.00	LFUCG - Parks and Recreation Michelle Kosieniak 1105-707602-7221-90320	For the purchase and installation of additional playground equipment at Garden Springs Park

AMENDMENTS TO BUDGETS OF LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT FY 2024 **SCHEDULE NO: 0043**

BUDGET JOURNAL	DIVISION	ACCOUNTING	AMOUNT		WORK SESSION	REASON FOR REQUEST		
147488	COUNCIL OFFICE				04/23/2025	TO PROVIDE FUNDS FOR COUNCIL CAPITAL PROJECTS IN THE DIVISION OF PARKS AND RECREATION FOR THE PURCHASE AND INSTALLATION OF ADDITIONAL PLAYGROUND EQUIPMENT AT GARDEN SPRINGS PARK.		
		1105-121002-1010-91715	50,000.00	CR		DECREASE	FUNDS FOR	CONSTRUCTION-STREET
		1105-707602-7221-90320	50,000.00			PROVIDE	FUNDS FOR	PARK PLAYGROUND EQUIPMENT
			0.00		1105	GENERAL FUND CAPITAL PROJECTS		

REPORT COMPILED BY: emcgee

DIVISION OF BUDGETING
4/23/2024

WITH ADDENDUM

ORDINANCE NO. _____

AN ORDINANCE AMENDING CERTAIN OF THE BUDGETS OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT TO REFLECT CURRENT REQUIREMENTS FOR FUNDS IN THE AMOUNT OF $50,000 TO PROVIDE FUNDS FOR COUNCIL CAPITAL PROJECTS IN THE DIVISION OF PARKS AND RECREATION AND APPROPRIATING AND RE-APPROPRIATING FUNDS, SCHEDULE NO. 0043.

_____

WHEREAS, it is necessary and proper to amend the budgets of the Lexington-Fayette Urban County Government to reflect current requirements for funds in the amount of $50,000 to provide funds for Council Capital projects in the Division of Parks and Recreation:

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

Section 1 - That certain of the Budgets of the Lexington-Fayette Urban County Government be and hereby are amended to reflect current requirements for funds in the amount of $50,000 to provide funds for Council Capital projects in the Division of Parks and Recreation, and that to effect such Amendments the following appropriations be and hereby are authorized and directed:

) Re-appropriations within the General Fund – Capital Projects Fund which do not result in changes to the Unappropriated Fund Balance of these respective funds.

Section 2 - That the purposes of the Budget Amendments and the Accounts to or from which funds are herein appropriated are detailed in Schedule No. 0043 attached hereto and incorporated herein by reference.

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

ORDINANCE NO. _____ - 2024

AN ORDINANCE AMENDING CERTAIN OF THE BUDGETS OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT TO REFLECT CURRENT REQUIREMENTS FOR FUNDS IN THE AMOUNT OF $50,000 TO PROVIDE FUNDS FOR COUNCIL CAPITAL PROJECTS IN THE DIVISION OF PARKS AND RECREATION AND APPROPRIATING AND RE-APPROPRIATING FUNDS, SCHEDULE NO. 0043.

WHEREAS, it is necessary and proper to amend the budgets of the Lexington-Fayette Urban County Government to reflect current requirements for funds for Council Capital projects in the Division of Parks and Recreation.

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

Section 1 - That certain of the Budgets of the Lexington-Fayette Urban County Government be and hereby are amended to reflect current requirements for funds in the amount of $50,000 to provide funds for Council Capital projects in the Division of Parks and Recreation, and that to effect such Amendments the following appropriations be and hereby are authorized and directed:

) Re-appropriations within the General Fund – Capital Projects Fund which do not result in changes to the Unappropriated Fund Balance of these respective funds.

Section 2 - That the purposes of the Budget Amendments and the Accounts to or from which funds are herein appropriated are detailed in Schedule No. 0043 attached hereto and incorporated herein by reference.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK, URBAN COUNTY COUNCIL
PUBLISHED:
0433-24:DJB:4872-2890-1817, v. 1

ORDINANCE NO. 045 - 2024

AN ORDINANCE AMENDING CERTAIN OF THE BUDGETS OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT TO REFLECT CURRENT REQUIREMENTS FOR FUNDS IN THE AMOUNT OF $50,000 TO PROVIDE FUNDS FOR COUNCIL CAPITAL PROJECTS IN THE DIVISION OF PARKS AND RECREATION AND APPROPRIATING AND RE-APPROPRIATING FUNDS, SCHEDULE NO. 0043.

WHEREAS, it is necessary and proper to amend the budgets of the Lexington-Fayette Urban County Government to reflect current requirements for funds for Council Capital projects in the Division of Parks and Recreation.

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

Section 1 - That certain of the Budgets of the Lexington-Fayette Urban County Government be and hereby are amended to reflect current requirements for funds in the amount of $50,000 to provide funds for Council Capital projects in the Division of Parks and Recreation, and that to effect such Amendments the following appropriations be and hereby are authorized and directed:

) Re-appropriations within the General Fund – Capital Projects Fund which do not result in changes to the Unappropriated Fund Balance of these respective funds.

Section 2 - That the purposes of the Budget Amendments and the Accounts to or from which funds are herein appropriated are detailed in Schedule No. 0043 attached hereto and incorporated herein by reference.

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

PASSED URBAN COUNTY COUNCIL: May 9, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK, URBAN COUNTY COUNCIL
PUBLISHED: May 16, 2024-1t
0433-24:DJB:4872-2890-1817, v. 1

WITH ADDENDUM

ORDINANCE NO. _____

AN ORDINANCE AMENDING CERTAIN OF THE BUDGETS OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT TO REFLECT CURRENT REQUIREMENTS FOR FUNDS IN THE AMOUNT OF $50,000 TO PROVIDE FUNDS FOR COUNCIL CAPITAL PROJECTS IN THE DIVISION OF PARKS AND RECREATION AND APPROPRIATING AND RE-APPROPRIATING FUNDS, SCHEDULE NO. 0043.

WHEREAS, it is necessary and proper to amend the budgets of the Lexington-Fayette Urban County Government to reflect current requirements for funds in the amount of $50,000 to provide funds for Council Capital projects in the Division of Parks and Recreation:

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

Section 1 - That certain of the Budgets of the Lexington-Fayette Urban County Government be and hereby are amended to reflect current requirements for funds in the amount of $50,000 to provide funds for Council Capital projects in the Division of Parks and Recreation, and that to effect such Amendments the following appropriations be and hereby are authorized and directed:

) Re-appropriations within the General Fund – Capital Projects Fund which do not result in changes to the Unappropriated Fund Balance of these respective funds.

Section 2 - That the purposes of the Budget Amendments and the Accounts to or from which funds are herein appropriated are detailed in Schedule No. 0043 attached hereto and incorporated herein by reference.

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

20

AMENDMENTS TO BUDGETS OF LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT FY 2024 **SCHEDULE NO: 0043**

BUDGET JOURNAL	DIVISION	ACCOUNTING	AMOUNT	WORK SESSION	REASON FOR REQUEST
147488	COUNCIL OFFICE			04/23/2025	TO PROVIDE FUNDS FOR COUNCIL CAPITAL PROJECTS IN THE DIVISION OF PARKS AND RECREATION FOR THE PURCHASE AND INSTALLATION OF ADDITIONAL PLAYGROUND EQUIPMENT AT GARDEN SPRINGS PARK.
		1105-121002-1010-91715	50,000.00 CR		DECREASE FUNDS FOR CONSTRUCTION-STREET
		1105-707602-7221-90320	50,000.00		PROVIDE FUNDS FOR PARK PLAYGROUND EQUIPMENT
			0.00	1105	GENERAL FUND CAPITAL PROJECTS

REPORT COMPILED BY: emcgee

DIVISION OF BUDGETING
4/23/2024

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0437-24

File ID:	0437-24	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council Work Session
				File Created:	04/18/2024
File Name:	Page Break			**Final Action:**	
Title:					
Notes:					
Sponsors:				**Enactment Date:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0437-24

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0363-24

File ID:	0363-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	110-2024	**In Control:**	Urban County Council
				File Created:	03/28/2024
File Name:	SECURUS 2ND EXTENSION 4/1-7/31/24			**Final Action:**	05/09/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Extension Agreement with Securus Technologies, LLC (f/k/a Securus Technologies, Inc.) for telephone and tablet services for the inmate population at the Div. of Community Corrections, through July 31, 2024, at no cost to the Urban County Government. [Div. of Community Corrections, Colvin]

Notes: stamped and filed in CCO copies scanned back to TB. 5/9 aa

Sponsors:		**Enactment Date:**	05/09/2024
Attachments:	SECURUS 2nd EXTENSION MEMO 4-1-24 TO 7-31-24, SECURUS MSA eff 1-1-18, SECURUS EXTENSION 1-2 TO 3-31-24, 0363-24 Resolution - Securus contract extension at the Detention Center 4883-2073-6952 v.1.doc, R-218-2024	**Enactment Number:**	R-218-2024
Deed #:		**Hearing Date:**	
Drafter:	BRADLEY, TAMMY	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/23/2024	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 0363-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Extension Agreement with Securus Technologies, LLC (f/k/a Securus Technologies, Inc.) for telephone and tablet services for the inmate population at the Div. of Community Corrections, through July 31, 2024, at no cost to the Urban County

Government. [Div. of Community Corrections, Colvin]

Summary

Authorization to execute an extension Agreement with Securus Technologies, LLC (f/k/a Securus Technologies, Inc.) for telephone and tablet services for the inmate population at the Division of Community Corrections, effective April 1, 2024, to July 31, 2024. There is no cost to this extension as it generates Revenue. (L0363-24) (Colvin/Armstrong)

Budgetary Implications [select]: Yes- Revenue

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted [select]:

Account Number: 1101-505401-5411-41630

2024 Fiscal Year Impact: $0

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

G. SCOTT COLVIN
CHIEF OF CORRECTIONS
COMMUNITY CORRECTIONS

TO: Mayor Linda Gorton
Urban County Council

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

CC: Commissioner Kenneth Armstrong
Department of Public Safety

DATE: March 28, 2024

SUBJECT: Securus Technologies LLC., Extension of existing Inmate Phone & Tablet Services Contract

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Request

Council authorization is requested to enter into an agreement with Securus Technologies, LLC., (f/k/a Securus Technologies, Inc.) for an extension of the existing Inmate Phone and Tablet contract at the Division of Community Corrections.

Why are you requesting?

Securus Technologies, LLC., (f/k/a Securus Technologies, Inc.) is the current provider of the Phone and Inmate Tablet Services for the Inmate population at the Fayette County Detention Center. We are requesting an additional extension of the current contract which expired on 3/31/24. The extension would be effective 4/1/24 through 7/31/24.

There is no cost of the extension as this contract generates revenue. The term of the agreement is 4/1/24 through 7/31/24. The agreement can be terminated by giving not less than thirty (30) days written notice of termination.

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

Funds for this agreement are budgeted for FY24 – $0

Are the funds budgeted? No. This agreement generates Revenue.

File Number: L0363-24

Director/Commissioner: Chief G.S. Colvin

600 Old Frankfort Circle, Lexington, KY 40510 / 859.425.2700 Phone / 859.425.2750 Fax / lexingtonky.gov

Master Services Agreement

This Master Services Agreement (this "Agreement") is by and between Lexington-Fayette Urban County Government ("County") and Securus Technologies, Inc. ("Contractor"). This Agreement supersedes any and all other agreements (oral, written, or otherwise) that may have been made between the parties and will be effective as January 1, 2018 (the "Effective Date").

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Scope of Contract. County's RFP # 25-2017, Inmate Telephone Services for Community Corrections ("RFP") and Contractor's response to the same ("Response") are incorporated herein and made a part hereof. Contractor shall provide the services that are described in the Response.

2. Term. The initial term of this Agreement (the "Initial Term") will begin on the Effective Date and will end on the date that is 36 months thereafter. County has the option, at its sole discretion, to renew the Agreement for up to three additional years.

3. Applications and Compensation. County hereby selects and Contractor agrees to implement Contractor's financial offer "Option A" as stated on pages 429-30 of the Response. County and Contractor agree that Contractor will deploy its SecureView Tablet Solution, but County declines (and Contractor will not deploy) Guarded Exchange Monitoring Services and LBS Geo Fencing. County and Contractor also agree that Video Visitation will not initially be deployed on the SecureView Tablet Solution. The services and associated costs and commission terms are specified in the following chart:

Service	Commission % paid to County
Inmate Telephone Calls	72.0%
Video Visitation	72.0%
Email Product	72.0%
AIS Voicemail	72.0%
Tablets	0.0% Tablet usage available to inmates at no charge
Product/Service:	**Cost to County**
On Site Administrator	Included at No Cost
Inmate Calling Platform	Included at No Cost
Video Visitation	Included at No Cost
Inmate Communication Evaluating Report	Included at No Cost
InvestigatorPro Voice Identification	Included at No Cost
Threads	Included at No Cost
LBS – On Demand	Included at No Cost
Automated Information System	Included at No Cost
AIS Voicemail	Included at No Cost
Email	Included at No Cost
Debit Calling Interface with TSG	Included at No Cost
Commissary Order Interface with TSG	Included at No Cost
Non Subscription Tablet Program	Included at No Cost – with tablet refresh each year of the contract.

Video Relay Services	Included at No Cost
ConnectUs Applications – Phone Call, Law Library, JobView, Commissary Ordering, MP4 Video, Sick Call, Inmate Forms, Grievance	Included at No Cost

4. Rates and Costs for Applications. Contractor will charge the rates and costs specified in the following table:

Call Category	Rate for Per minute
All Instate Calling	$.14
All InterState Calling	$.14
International	$.50
Product	**Cost**
Remote/At-Home Video Session	$7.00
Voicemail	$1.99
Email	$2.00

5. Use of MWDBE and Veteran-Owned Subcontractors. Contractor will (a) use a qualified MWDBE subcontractor to perform at least 20% of the work under the Agreement as stated in the Response; and (b) use a qualified Veteran-Owned Business as a subcontractor to perform at least 3% of the work under the Agreement as stated in the Response.

6. Entire Agreement and Priority of Documents. This document, together with all subordinate and other documents incorporated by reference herein, will constitute the entire agreement between the parties with respect to the subject matter contained herein and may only be modified by an amendment executed in writing by both parties. Contractor and County agree that that the RFP and Response are incorporated by reference into this Agreement. Except as otherwise expressly stated, in the event of a conflict in the interpretation of the Agreement, the order of priority in descending order is (a) this document; (b) the Response; and (c) the RFP.

[SIGNATURE PAGE FOLLOWS]

EXECUTED as of the Effective Date.

COUNTY:	CONTRACTOR:
Lexington-Fayette Urban County Government	Securus Technologies, Inc.
By: Jim Gray	By:
Name: Jim Gray	Name: Robert E. Pickens
Title: Mayor	Title: President
Date: DEC 05 2017	Date: 11/29/17

Approved by Legal
THL
11/28/17
Initial & Date

Please return signed contract to:

4000 International Parkway
Carrollton, Texas 75007
Attention: Contracts Administrator
Phone: (972) 277-0300

RESOLUTION NO. 030 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN EXTENSION AGREEMENT WITH SECURUS TECHNOLOGIES, LLC (F/K/A SECURUS TECHNOLOGIES, INC.) FOR TELEPHONE AND TABLET SERVICES FOR INMATE POPULATION AT THE DIVISION OF COMMUNITY CORRECTIONS. THE EXTENSION WILL BE EFFECTIVE FROM 1/02/2024 to 3/31/2024 AT NO COST AS IT GENERATES REVENUE.

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 extension agreement with Securus Technologies, LLC (f/k/a Securus Technologies, Inc.) for telephone and tablet services for the inmate population at the Division of Community Corrections. The extension will be effective from 1/2/24 to 3/31/24 at no cost as it generates revenue, at no cost to the Urban County Government.

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

PASSED URBAN COUNTY COUNCIL: January 23, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

1282-23:JHH:4862-9486-5820, v. 2

RESOLUTION NO. _____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN EXTENSION AGREEMENT WITH SECURUS TECHNOLOGIES, LLC (F/K/A SECURUS TECHNOLOGIES, INC.) FOR TELEPHONE AND TABLET SERVICES FOR THE INMATE POPULATION AT THE DIVISION OF COMMUNITY CORRECTIONS, THROUGH JULY 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 extension agreement with Securus Technologies, LLC (f/k/a Securus Technologies, Inc.) for telephone and tablet services for the inmate population at the Division of Community Corrections through July 31, 2024, at no cost to the Urban County Government.

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
0363-24:JJR:4883-2073-6952, v. 1

RESOLUTION NO. 218 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN EXTENSION AGREEMENT WITH SECURUS TECHNOLOGIES, LLC (F/K/A SECURUS TECHNOLOGIES, INC.) FOR TELEPHONE AND TABLET SERVICES FOR THE INMATE POPULATION AT THE DIVISION OF COMMUNITY CORRECTIONS, THROUGH JULY 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 extension agreement with Securus Technologies, LLC (f/k/a Securus Technologies, Inc.) for telephone and tablet services for the inmate population at the Division of Community Corrections through July 31, 2024, at no cost to the Urban County Government.

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:

CLERK OF URBAN COUNTY COUNCIL

0363-24:JJR:4883-2073-6952, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0384-24

File ID:	0384-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	241-2023	**In Control:**	Urban County Council
				File Created:	04/04/2024
File Name:	Change Order #02 - BMI Builds CO#02 - #241-2023			**Final Action:**	04/25/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 2 to the Agreement with BMI Builds, LLC, for the Dunbar Community Center Roof and Restroom Replacement Project, increasing the Contract price by the sum of $158,358.00, from $1,730,495.22 to $1,888,853.22. [Div. of Facilities and Fleet Management, Baradaran]

Notes: IN office 4/9/2024. MS
stamped and filed in cco, copies sent back to josh ives via interoffice 5/9 AA

Sponsors:		**Enactment Date:**	04/25/2024
Attachments:	Memorandum - BMI Builds - CO#2, Change Order Contract Details Form - BMI Builds - CO#2, Justification for Change - BMI Builds - CO#2, Documentation-for-Change-BMI Builds -CO#2, RESO 0384-24 Change Order #2 to Dunbar Community Center Roof and Restroom Replacement Project 4890-9563-4359 v.1.docx, R-195-2024, Contract #241-2023	**Enactment Number:**	R-195-2024
Deed #:		**Hearing Date:**	
Drafter:	Josh Ives	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/23/2024	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 0384-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 2 to the Agreement with BMI Builds, LLC, for the Dunbar Community Center Roof and Restroom Replacement Project, increasing the Contract price by the sum of $158,358.00, from $1,730,495.22 to $1,888,853.22. [Div. of Facilities and Fleet Management, Baradaran]

Summary

Authorization to execute Change Order No. 2 with BMI Builds, LLC for the Dunbar Community Center roof and restroom replacement project, increasing the Contract price in the amount of $158,358.00 from $1,730,495.22 to $1,888,853.22 for additional new flooring and painting on the second and third floors with a (0) calendar day change to the construction Contract time. Funds are Budgeted. (L0384-24) (Baradaran/Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted [select]: Yes

Account Number: 3230-707602-7221-91015

This Fiscal Year Impact: $158,358.00

Annual Impact: N/A

Project: AR_PARKQCT_2022

Activity: DUNBAR

Budget Reference: 2022

Current Balance: $ 158,680.78

MAYOR LINDA GORTON

LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

TO: Todd Slatin, Director
Division of Procurement

FROM: FOR JB
Jamshid Baradaran, Director, Division of Facilities & Fleet Management

DATE: March 22, 2024

SUBJECT: Reason for Change Memo. Dunbar Community Center – Roof & Restroom Replacement Project - Change Order #02 with BMI Builds, LLC increasing the contract price in the amount of $158,358.00 from $1,730,495.22 to $1,888,853.22 with a (0) calendar day change to the construction contract time.

Reason for Change:

Dunbar Community Center – Roof & Restroom Replacement Project - Change Order #02 with BMI Builds, LLC increasing the contract price in the amount of $158,358.00 from $1,730,495.22 to $1,888,853.22 with a (0) calendar day change to the construction contract time.

Purpose:

The original contract and previously approved CO #01 for the Dunbar Community Center – Roof & Restroom Replacement Project is $1,730,495.22. The additional work totaling $158,358.00 includes PR#5 to provide new additional carpet tile and LVT flooring on the entire 2nd/3rd floor areas, along with painting in the 2nd/3rd floor main corridors only. (0) no change in contract time.

Budgetary Implication:
Increase of $158,358.00 to the current contract of $1,730,495.22

Are the funds budgeted? YES

File Number: 0384-24

Director: Jamshid Baradaran

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
CONTRACT CHANGE ORDER
Page 1 of 2

	Date:	**March 22, 2024**	
	Project:	Dunbar CC - Roof & Restroom Replacement Project	
	Location:	545 N Upper Street Lexington, KY 40508	
To (Contractor): BMI Builds, LLC 156 Rocky Waters Way Georgetown, KY 40324	Contract No.	241-2023	
	Original Contract Amt.	$1,695,309.00	
	Cumulative Amount of Previous Change Orders	$35,186.22	
	Percent Change - Previous Change Orders		2.08%
	Total Contract Amount Prior to this Change Order	$1,730,495.22	
	Change Order No.	2	

You are hereby requested to comply with the following changes from the contract plans and specification;

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price	
1	PR#5: Add flooring replacement & painting to 2nd/3rd floors		$158,358.00	
2				
3				
4				
5				
	Total decrease	$0.00		
	Total increase		$158,358.00	
	Net Amount of this Change Order	$158,358.00		
	New Contract Amount Including this Change Order	$1,888,853.22		
	Percent Change - This Change Order			9.34%
	Percent Change - All Change Orders			11.42%

The time provided for the completion in the contract and all provisions of the contract will apply hereto.

Recommended by:	(Project Manager)	Date 3/22/24
Reviewed / Accepted by:	(Consultant)	Date 3-28-24
Accepted by:	(Contractor)	Date 3-24-24
Approved by: FOR JB	(Director)	Date 3/21/24
Approved by:	(Commissioner)	Date 3/21/24
Approved by: (5.1%-10%) N/A	(Director of Purchasing)	Date
Approved by:	(Mayor or CAO)	Date

JUSTIFICATION FOR CHANGE	PROJECT: Dunbar CC - Roof & Restroom Replacement Project
	CONTRACT NO. 241-2023
	CHANGE ORDER #: 2

1. Dunbar Community Center - Roof & Restroom Replacement Project - Change Order #2 with BMI Builds, LLC increasing the contract price in the amount of $158,358.00 from $1,730,495.22 to 1,888,853.22 with a (0) calendar day change. The additional work totaling $158,358 includes PR#5 to provide new additional carpet tile and LVT flooring on the entire 2nd/3rd floor areas, along with painting in the 2nd/3rd floor main corridors only. (0) no change in contract time.

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: No

_____ _____

Mayor Date

Lexington Fayette Urban County Government-
Dunbar Community Center –
Restroom and Roof Replacement

Proposal Request

Project: LFUCG Dunbar Community Center –
Restroom and Roof Replacement
545 N Upper Street
Lexington, KY 40508

Contractor Information:

Owner Bid Number:	#66-2023
Contract For:	General Construction
Date:	9/1/2023
Architect's Project Number:	2219
Proposal Request Number	**PR5.A and PR5.B**
Proposal Request Date:	**2/22/2024**

Architect:
Nomi Design
1584 Delaware Ave
Lexington, KY 40505

Owner:
LFUCG
200 East Main Street
Lexington, KY 40507

Contractor:
BMI Construction
156 Rocky Waters Way
Georgetown, KY 40324

Description:
Provide pricing to add carpet to the 2nd and 3rd floor of the Dunbar Community Center. We need 2 prices regarding this PR. They are as follows:

PR5.A
Please provide a price to remove the existing carpet and install new carpet tile in the main corridors of the 2nd and 3rd floors. Also included in this price is for you to provide carpet in the 3rd floor conference room. The offices are not to be included in this price. There is currently VCT under the existing carpet, you are not to include removal of the existing VCT in your price, you will install the new carpet over the existing floor. Where rubber base is currently present, you will need to remove and replace it. If rubber base is not currently present new rubber base will not be installed.

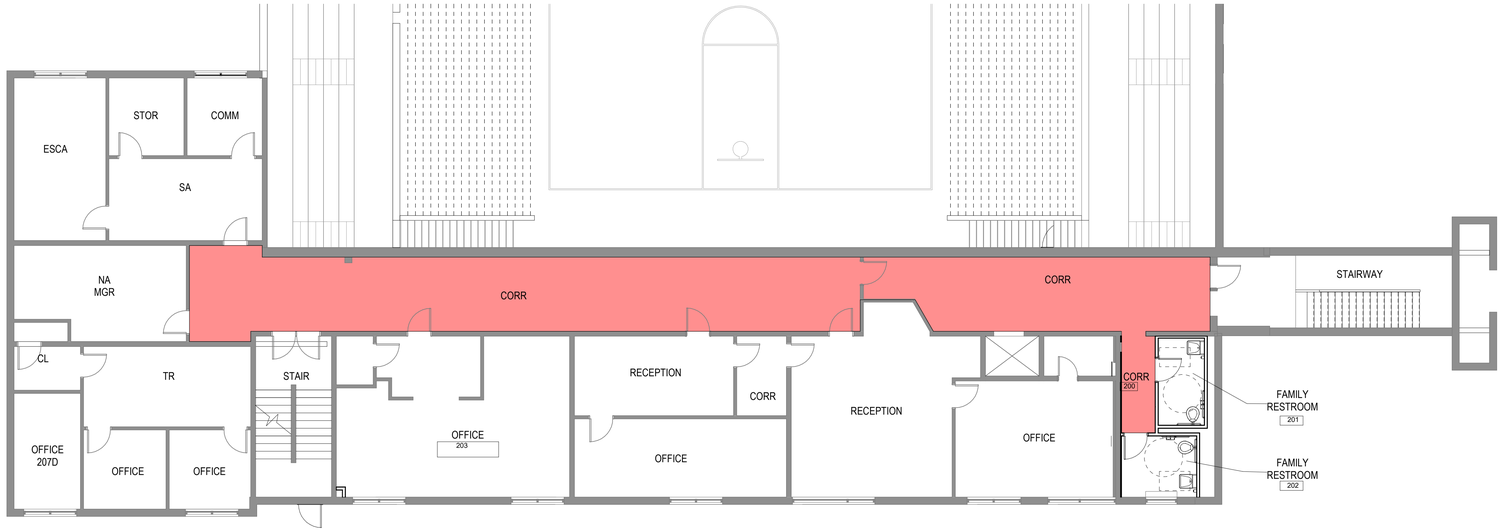
PR5.B
Please provide a price to remove the existing carpet and install new carpet tile throughout the 2nd and 3rd floors. All office areas that currently have carpet are to be included in this price. There is currently VCT under the existing carpet, you are not to include removal of the existing VCT in your price, you will install the new carpet over the existing floor. Where rubber base is currently present, you will need to remove and replace it. If rubber base is not currently present new rubber base will not be installed.

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for the modifications proposed to the contract documents in this document.

Architect:

Brad Noe, Project Architect 2/22/2024

Printed Name and Title



1 SECOND FLOOR PLAN PR5.A

1/8" = 1'-0"



2 THIRD FLOOR PLAN PR5.A

1/8" = 1'-0"

LEGEND

INDICATES AREA TO RECEIVE NEW CARPET

nomi
ARCHITECTURE. DESIGN. FABRICATION.

1584 Delaware Ave
Lexington, KY 40505
t: 859.838.1130
www.nomi.design

DUNBAR COMMUNITY CENTER
LFUCG BID NUMBER #66-20203

LFUCG DUNBAR COMMUNITY CENTER - ROOF & RESTROOM REPLACEMENT

545 N UPPER ST
LEXINGTON, KY 40508

NO	ISSUE	DATE
1	PR 5A	2/22/24

Sheet Information

Project Number	2219
Drawn	BDN
Checked	BDN
Approved	BDN

Title

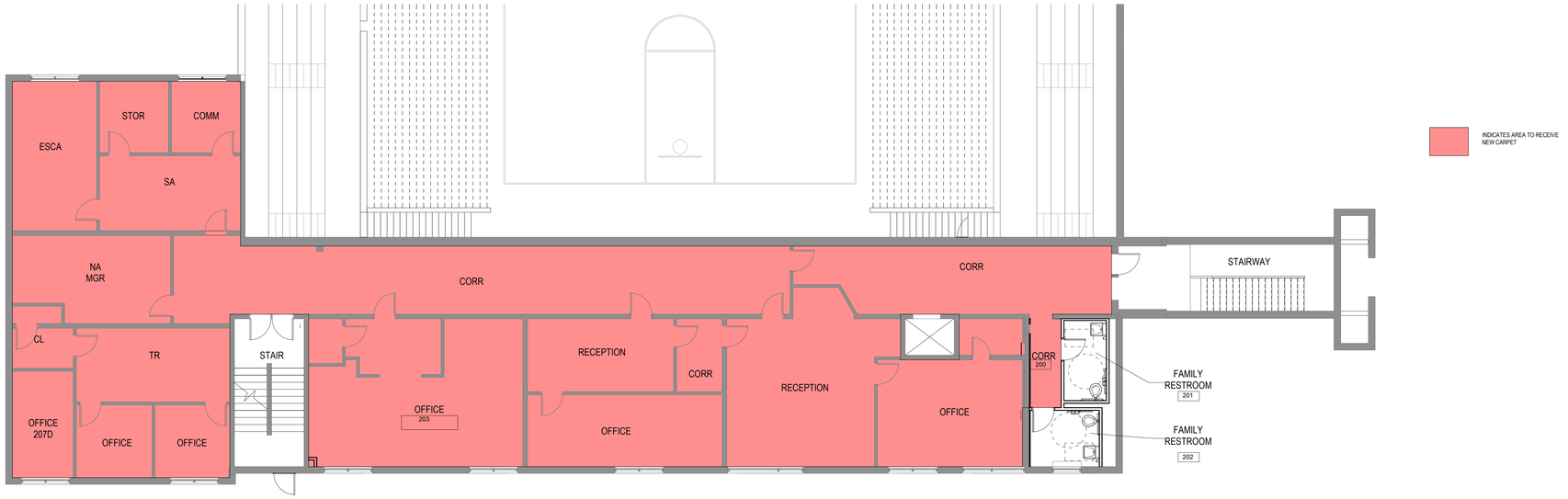
CARPET UPGRADE

Sheet

PR5.A

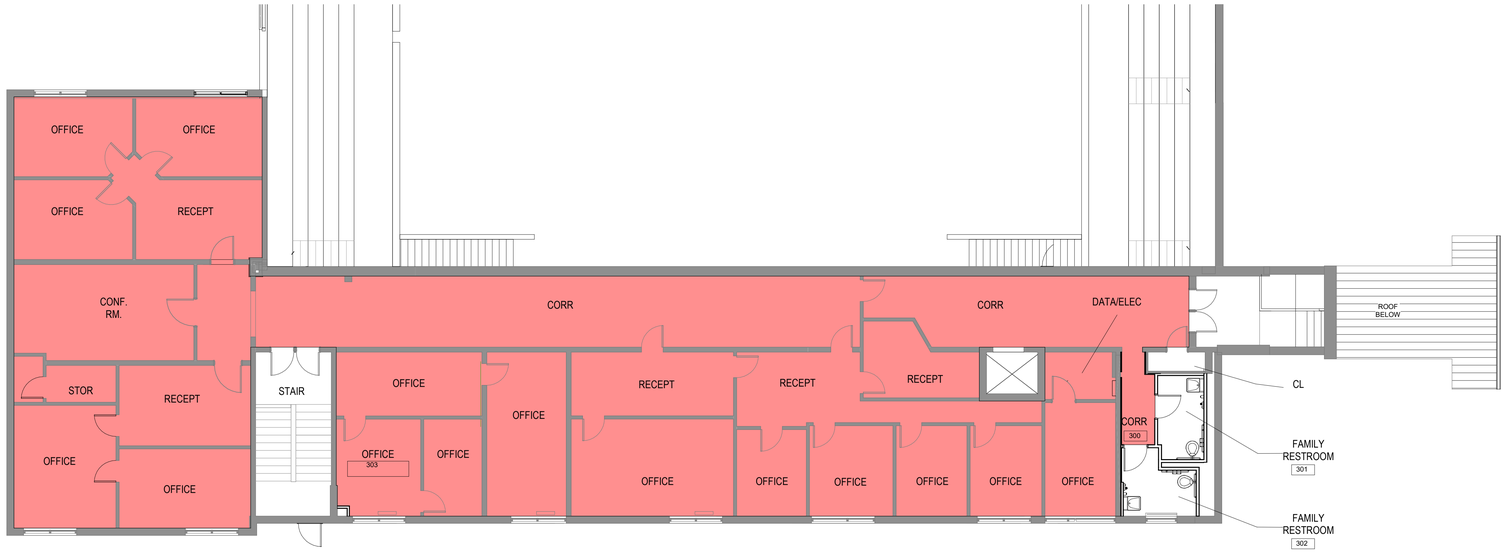
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BM 360://2219 Dunbar Toilets and Roof Replacement/2219_ARC_v21.rvt
2/22/2024 11:52:51 AM



1 SECOND FLOOR PLAN PR5.B

1/8" = 1'-0"



2 THIRD FLOOR PLAN PR5.B

1/8" = 1'-0"

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ARCHITECTURE. DESIGN. FABRICATION.

1584 Delaware Ave
Lexington, KY 40505
t: 859.838.1130
www.nomi.design

DUNBAR COMMUNITY CENTER
LFUCG BID NUMBER #66-20203

LFUCG DUNBAR COMMUNITY CENTER - ROOF & RESTROOM REPLACEMENT

545 N UPPER ST
LEXINGTON, KY 40508

NO	ISSUE	DATE
1	PR 5B	2/22/24

Sheet Information

Project Number	2219
Drawn	BDN
Checked	BDN
Approved	BDN

Title

CARPET UPGRADE

Sheet

PR5.B

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BIM 360://2219 Dunbar Toilets and Roof Replacement/2219_ARC_v21.rvt
2/22/2024 11:52:06 AM

BMI Builds LLC
156 Rocky Waters Way
Georgetown, KY 40324
(859) 913-1101
Office@BMIBuilds.com

Estimate

ADDRESS
LFUCG
200 East Main Street
Lexington, Kentucky
40507

ESTIMATE # 1073
DATE 03/19/2024

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Services	PR5.A Dunbar Community Center: Carpet replacement in corridors and all offices rooms as requested on PR5.B. Remove existing carpet, prep the floor and install new carpet over VCT, furniture moving. replace rubber cove base 2 rooms will receive LVP flooring Owner to remove and reinstall all furniture from offices, corridors, hallways.	1	136,400.00	136,400.00
	Services	PR5.B Corridors painting, prep walls, paint all corridor walls, doors, frames and trim on 2nd and 3rd floor	1	19,458.00	19,458.00
	Services	PR5.C Add (4) 6'H aluminum wall corner guards, Add 2 aluminum floor			2,500.00

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	door stops. Add Privacy window film to 4 glass panels Add Wood Trim Surround around Electrical panel			
			TOTAL	$158,358.00

Accepted By

Accepted Date

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 2 TO THE AGREEMENT WITH BMI BUILDS, LLC, FOR THE DUNBAR COMMUNITY CENTER ROOF AND RESTROOM REPLACEMENT PROJECT, INCREASING THE CONTRACT PRICE BY THE SUM OF $158,358.00, FROM $1,730,495.22 TO $1,888,853.22.

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 Change Order No. 2, which is attached hereto and incorporated herein by reference, to the Agreement with BMI Builds, LLC, for the Dunbar Community Roof and Restroom Replacement Project, increasing the contract price by the sum of $158,358.00, from $1,730,495.22 to $1,888,853.22.

Section 2 – That an amount, not to exceed the sum of $158,358.00, be and hereby is approved for payment to BMI Builds, LLC, from account # 3230-707602-91015, pursuant to the terms of the Change Order.

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
0384-24:GET:4890-9563-4359, v. 1

RESOLUTION NO. 195 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 2 TO THE AGREEMENT WITH BMI BUILDS, LLC, FOR THE DUNBAR COMMUNITY CENTER ROOF AND RESTROOM REPLACEMENT PROJECT, INCREASING THE CONTRACT PRICE BY THE SUM OF $158,358.00, FROM $1,730,495.22 TO $1,888,853.22.

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 Change Order No. 2, which is attached hereto and incorporated herein by reference, to the Agreement with BMI Builds, LLC, for the Dunbar Community Roof and Restroom Replacement Project, increasing the contract price by the sum of $158,358.00, from $1,730,495.22 to $1,888,853.22.

Section 2 – That an amount, not to exceed the sum of $158,358.00, be and hereby is approved for payment to BMI Builds, LLC, from account # 3230-707602-91015, pursuant to the terms of the Change Order.

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:

CLERK OF URBAN COUNTY COUNCIL

0384-24:GET:4890-9563-4359, v. 1

R-195-2024
Original R-460-2023
Contract #241-2023

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
CONTRACT CHANGE ORDER
Page 1 of 2

Date:	**March 22, 2024**	
Project:	Dunbar CC - Roof & Restroom Replacement Project	
Location:	545 N Upper Street Lexington, KY 40508	

To (Contractor):
BMI Builds, LLC
156 Rocky Waters Way
Georgetown, KY 40324

Contract No.	241-2023	
Original Contract Amt.	$1,695,309.00	
Cumulative Amount of Previous Change Orders	$35,186.22	
Percent Change - Previous Change Orders		2.08%
Total Contract Amount Prior to this Change Order	$1,730,495.22	
Change Order No.	**2**	

You are hereby requested to comply with the following changes from the contract plans and specification;

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price	
1	PR#5: Add flooring replacement & painting to 2nd/3rd floors		$158,358.00	
2				
3				
4				
5				
	Total decrease	$0.00		
	Total increase		$158,358.00	
	Net Amount of this Change Order	$158,358.00		
	New Contract Amount Including this Change Order	$1,888,853.22		
	Percent Change - This Change Order			9.34%
	Percent Change - All Change Orders			11.42%

The time provided for the completion in the contract and all provisions of the contract will apply hereto.

Recommended by:		(Project Manager)	Date 3/22/24
Reviewed / Accepted by:		(Consultant)	Date 3-26-24
Accepted by:		(Contractor)	Date 3-22-24
Approved by:	FOR JB	(Director)	Date 3/21/24
Approved by:		(Commissioner)	Date 3/21/24
Approved by: (5.1%-10%) N/A		(Director of Purchasing)	Date
Approved by:	Linda Gorton	(Mayor or CAO)	Date 5/9/24

JUSTIFICATION FOR CHANGE	PROJECT: Dunbar CC - Roof & Restroom Replacement Project
	CONTRACT NO. 241-2023
	CHANGE ORDER #: 2

1. Dunbar Community Center - Roof & Restroom Replacement Project - Change Order #2 with BMI Builds, LLC increasing the contract price in the amount of $158,358.00 from $1,730,495.22 to 1,888,853.22 with a (0) calendar day change. The additional work totaling $158,358 includes PR#5 to provide new additional carpet tile and LVT flooring on the entire 2nd/3rd floor areas, along with painting in the 2nd/3rd floor main corridors only. (0) no change in contract time.

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: No

Linda Gorton — 5/9/2024

Mayor — Date

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0395-24

File ID:	0395-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	210-2024	**In Control:**	Urban County Council
				File Created:	04/08/2024
File Name:	Boards and Commissions RFP 8-2024			**Final Action:**	05/09/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Purchase of Service Agreement (awarded pursuant to RFP No. 8-2024) with CivicLex, Inc. for boards and commissions consulting services, at a cost not to exceed $95,000. [Div. of Procurement, Slatin]

Notes: stamped and filed in CCO. copy given back to MMS in Mayor's office 7.26 AA

Sponsors:		**Enactment Date:**	05/09/2024
Attachments:	(BlueSheet Memo RFP #8-2024.docx, CivicLex Agreement 4-1-24 signed.pdf, CivicLex Proposal 8-2024.pdf, CivicLex_CertificateofInsurance.pdf, RESO 0395-24- CivicLex Boards and Commissions Agreement 4891-7466-6937 v.1.docx, R-219-2024, Contract #210-2024	**Enactment Number:**	R-219-2024
Deed #:		**Hearing Date:**	
Drafter:	Slatin	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/23/2024	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 0395-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Purchase of Service Agreement (awarded pursuant to RFP No. 8-2024) with CivicLex, Inc. for boards and commissions consulting services, at a cost not to exceed $95,000. [Div. of Procurement, Slatin]

Summary

Authorization to execute an Agreement with CivicLex, Inc., pursuant to RFP No. 8-2024, to provide consulting services related to LFUCG Boards and Commissions. The amount of the Agreement is not-to-exceed $95,000. Funds are Budgeted. (L0395-24) (Slatin/Hensley)

Budgetary Implications: Yes

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted: Yes

Account Number: 1101-133001-0001-71299

This Fiscal Year Impact: $95,000

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance: $122,441.43

MAYOR LINDA GORTON

LEXINGTON

TODD SLATIN
DIRECTOR
DIVISION OF PROCUREMENT
ADMIISTRATION

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

FROM: **TODD SLATIN, DIRECTOR**
DIVISION OF PROCUREMENT

DATE: **April 8, 2024**

SUBJECT: **RFP #8-2024 Boards and Commissions Consulting Services**

Request:

Request Council authorization for the Mayor to execute an agreement with CivicLex, Inc. to provide consulting services related to LFUCG Boards and Commissions. The amount of the agreement is not-to-exceed $95,000.

Why are you requesting?

The LFUCG has approximately 70 Boards and Commissions and is seeking a comprehensive evaluation of the membership makeup, structure, diversity, vacancy rates, transparency, utility of the various Boards and Commissions, and recommendations for the appointment process.

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

$95,000.00 total for FY24 and FY25.

Are the funds budgeted? Yes, funds are fully budgeted in 1101-133001-0001-71299

File Number:

Director/Commissioner: Slatin/Hensley

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 **CIVICLEX, INC.**, a Kentucky corporation, ("Organization") with offices located at 141 East Main Street, Suite 400, Lexington, KY 40507.

W I T N E S S E T H

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

1. EFFECTIVE DATE; TERM. This Agreement shall commence on May 1, 2024 and shall last for a period of 9 months 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" – RFP #8-2024 Boards and Commissions Consulting Services
b. Exhibit "B" – CivicLex Proposal 8-2024

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

3. SCOPE OF SERVICES. Organization shall perform the services outlined in the attached Exhibit "A" – Scope of Work for LFUCG in a timely, workmanlike and professional manner (the "Services").

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed ninety-five thousand dollars **($95,000.00)** for the performance of the Services. Payments shall be made monthly for expenditures the Organization actually incurred, only after receipt of monthly invoices. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed or materials provided for the Services are inadequate or defective.

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

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

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

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

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

6. REPORTING. 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.

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.

As stated in Exhibit A

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

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

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

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

11. CONTRACTUAL RELATIONSHIP ONLY. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

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

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

14. **ANNUAL AUDIT.** Organization 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:

_____
_____
_____

For Government:

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

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

22. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement

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

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

ENTITY

BY:_____

_____

_____
ATTEST:

_____
WITNESS:_____
DATE:_____

EXHIBIT "A"

Lexington/Fayette Urban County Government
Addendum for Services

RFP-8-2024
CivicLex
Progress Lex Incorporated
Supplier Response

Event Information

Number: RFP-8-2024
Title: Boards and Commissions Consulting Services
Type: Request For Proposal
Issue Date: 1/19/2024
Deadline: 2/23/2024 02:00 PM (ET)

Contact Information

Contact: Todd Slatin
Address: Central Purchasing
Government Center Building
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: tslatin@lexingtonky.gov

CivicLex Information

Contact: Richard Young
Address: 501 West Sixth Street
Suite 250
Lexington, KY 40508
Phone: (859) 492-2305
Email: richard@civiclex.org
Web Address: civiclex.org

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Richard Young
Signature

richard@civiclex.org
Email

Submitted at 2/23/2024 12:33:47 PM (ET)

Response Attachments

CivicLex_CivStart_Resumes.pdf

Project Team Resumes

Signed RFP #8-2024 Boards and Commissions Consulting Services.pdf

Signed CivicLex RFP

MWDBE statements and documentation for B&C RFP.pdf

MWDBE and VBE statements and documentation of good faith efforts

CivicLex Affirmative Action Plan for B&C RFP.pdf

Affirmative Action Plan

Project Narrative CivicLex Boards and Comissions.pdf

Project Narrative

Boards and Commissions RFP Cost Breakdown - Sheet1-2.pdf

CivicLex/CivStart Cost Breakdown for Boards and Commissions RFP

CivicLex

Proposal Narrative - LFUCG Boards and Commissions Consulting

Submitted 2/23/24

CivicLex

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

Dear Director Slatin,

I am writing to express CivicLex's enthusiasm for the opportunity to collaborate with LFUCG in evaluating and enhancing the effectiveness of its legislative boards and commissions, as outlined in the following proposal. With our commitment to strengthening civic health in the Lexington community, extensive experience in public engagement, and a proven track record of successful projects and partnerships with LFUCG, we believe that our partnership can lead to meaningful improvements between LFUCG's Boards and Commissions and Lexington residents.

CivicLex, a 501(c)3 nonprofit organization, has been at the forefront of fostering civic engagement in Lexington. Our work, recognized by esteemed institutions such as the American Academy of Arts and Sciences and the Library of Congress, underscores our dedication to ensuring that every resident has the opportunity to participate meaningfully in local decision-making processes.

Our proposed approach aligns closely with the objectives outlined in the RFP. Through a comprehensive three-phase process, we intend to gather data, engage the public, and develop recommendations that will evaluate the current systems of LFUCG's Boards and Commissions and bring new public engagement and accessibility to the process. With an emphasis on reaching underrepresented groups, including communities of color, non-English speakers, youth, and renters to ensure that all voices are heard and valued in the decision-making process.

We look forward to the opportunity to collaborate with LFUCG on this important initiative and contribute to the accessibility and efficiency of Lexington's civic institutions. Thank you for considering our proposal. Should you have any questions or require further information, please do not hesitate to contact me at 859-536-1334 or kit@civiclex.org.

Sincerely,

Kit Anderson
Deputy Director, CivicLex

Executive Summary

Project

The proposed project aims to achieve several key goals, including ensuring that Boards and Commissions reflect the diversity of the community, identifying and addressing barriers to participation for underrepresented groups, enhancing transparency and accountability, and implementing technology solutions to improve efficiency and effectiveness.

Approach

The project will be conducted in three phases over a 12-month period. Phase One will focus on data gathering through surveys, interviews, and analysis of historical data. Phase Two will involve public engagement activities such as surveys, focus groups, and facilitated events to gather input from diverse segments of the community. Phase Three will entail generating recommendations based on the insights gathered, including policy changes and technology solutions.

Team

The project will be led by a team of experienced professionals from CivicLex and CivStart, supported by additional staff from both organizations. CivicLex brings a deep understanding of LFUCG's Boards and Commissions, extensive experience in public engagement, and a track record of managing projects of similar scope and scale. CivStart contributes expertise in government technology and procurement practices, enhancing the project's capacity to deliver innovative solutions.

Conclusion

CivicLex and CivStart are uniquely positioned to undertake this project, leveraging our respective strengths to drive positive change within LFUCG's legislative Boards and Commissions. By fostering greater diversity, transparency, and efficiency, the project aims to enhance public trust in government and empower residents to participate meaningfully in local decision-making processes.

Introduction

CivicLex is an innovative 501(c)3 nonprofit organization based in Lexington with the mission of strengthening civic health in our community. Recognized by the American Academy of Arts and Sciences and Library of Congress as a Solution for Reimagining Democracy for the 21st Century, CivicLex has been featured and discussed in countless publications including NextCity, Foreign Affairs, PBS NewsHour, and more. Our vision is to build a city in which every Lexington resident can meaningfully participate in the decisions that shape where they live.

Each week, members of CivicLex staff attend and document LFUCG board and commission meetings. Through this process, we've seen firsthand the critical role that they serve as a link between the government and its residents. We've seen how they can effectively integrate resident perspectives into the policies and decisions that shape Lexington. We are excited for this opportunity to evaluate and improve these critical decision making bodies that are so important for building public trust and governmental efficacy.

We are a values-driven organization, and in that spirit, we want to be clear about the goals we hope this project will accomplish. Through this process, CivicLex will work with LFUCG, our partners at CivStart, members of various LFUCG Boards and Commissions, and the general public to create a set of recommendations oriented towards the following:

- Ensuring that the Boards and Commissions reflect the diversity of the community they serve.
- Identifying and addressing barriers to participation for underrepresented groups.
- Improving transparency and accountability by enhancing public documentation and access to information about the Boards and Commissions' activities.
- Implementing technology solutions to streamline and improve document retention, meeting management, and public information access to enhance the efficiency and effectiveness of the Boards and Commissions.

Background and Experience

About CivicLex

CivicLex was founded with the mission of making it easier for Lexington residents to get involved in local government. We have spent the last six years working with both residents and civic institutions to bring more Lexingtonians into local government, increase the quality and accessibility of public participation, and create new opportunities and resources for civic engagement.

CivicLex's mission of getting more residents involved in local government and strengthening Lexington's civic health has manifested in a variety of major projects and recurring programs. **The CivicLex Weekly** is a free, weekly, news source of what's going on in LFUCG with accessible meeting summaries, a preview of upcoming legislation, and curated opportunities for public engagement. Our **workshops and events** bring thousands of Lexington residents together in physical space to learn about local government, build new relationships, and democratize connections with elected officials and LFUCG staff. In 2022, our **On the Table** project brought 4,000 residents into public engagement for Lexington's updated Comprehensive Plan through thoughtful, facilitated conversations and a comprehensive data gathering process. Consulting projects like **Imagine New Circle Road** have allowed us to use our public engagement expertise to gather input on a specific, tangible project through surveys, focus groups, town hall meetings, and canvassing.

About CivStart

CivStart is a nonprofit innovation hub with a mission to spark innovation with local government leaders and nurture the growth of emerging govtech startups in our inclusive ecosystem. CivStart provides local government leaders with deep-issue and technical industry knowledge, peer connections, and pilot program implementation to deliver practical results. At the same time, CivStart is growing a robust ecosystem of civic-minded entrepreneurs who are successfully navigating the pathway through the rewarding but challenging government market and bringing their innovative and affordable solutions to communities across the country. Throughout the ecosystem, we are creating a collaborative environment where leading-edge startup solutions intersect with government technology experts and public sector leaders. Through CivStart, local governments achieve positive change by leveraging innovation, embracing vendor diversity, and efficiently sourcing startups in the govtech marketplace.

We believe that CivicLex and CivStart are uniquely positioned for this RFP for the following reasons:

CivicLex has a deep understanding of LFUCG's boards and commissions. Through the local news and reporting side of our work, CivicLex attends almost every board and commission meeting held by LFUCG. In 2023 alone we attended 380 LFUCG public meetings. Each of these meetings is documented in our database of meeting notes including information such as members present, attendees speaking, action items taken, and more. We use these notes to generate reports that are sent out to Lexington residents for free through our newsletter.

CivicLex has worked with LFUCG to analyze and evaluate public processes. Through our *Public Input* work with the Urban County Council, we spent two years engaging over 1,000 Lexington residents and prominent City staff to understand how public input during meetings of the Urban County Council could be more engaging and rewarding for members of the public and helpful for City staff. The report and recommendations that resulted from this process led to the creation of the Public Input Subcommittee, which has already adopted several new policies in alignment with the report's recommendations.

CivicLex has experience in large-scale quantitative and qualitative analysis. CivicLex has led several projects focused around analyzing data gathered from multiple sources. On projects like On the Table, Imagine New Circle Road, Toward Viability, and more, CivicLex's qualitative and quantitative data analysis has helped pull actionable insights from datasets with hundreds or thousands of resident responses.

CivicLex knows how to engage Lexington residents. Each year, CivicLex engages tens of thousands of Lexington residents in our work. We have developed proven best practices for surveying, hosting in person events, and other engagement methodologies that allow us to reach those who are typically not reached.

CivStart is a national leader in helping local governments procure new and emerging software, with a local presence. CivStart has a track record of bringing new technology and software to local governments, and of ensuring the success of their work with one on one support, resource libraries, workshops, and other innovative resources.

Approach to Scope of Services

We would approach this scope of work as a three-phase, 12 month process:

- The first phase will focus on an intensive data gathering process focused on LFUCG Boards and Commissions and would last about six months. We would gather this data via survey, in-person attendance at board and commission meetings, interviews, and focus groups of Board and Commission members and City Staff.
- The second phase would focus on public engagement with residents across Lexington. We will gather this information via surveys, focus groups, and facilitated events.
- The third phase will focus on generating recommendations. The first recommendations generated will be for policy changes, which will be based on the insights gathered from these data sets and conversations with key stakeholders. Once these recommendations are finalized, we will recommend technology solutions to help implement the policy recommendations.

Although we read in the question responses for this RFP that the ideal timeline for this project is 6 months, we believe that a schedule closer to 12 months is more appropriate for this project, particularly given the public engagement elements. We built the timeline below as a year long project, but the phases are potentially scalable to a shorter timeframe.

Phase One: Planning & LFUCG Data Collection (6 months)

Month 1 - Internal Planning & Conversations Begin

- Host conversations with relevant officials in the Mayor's office, administration, and Urban County Council to gather information and preliminary analyses.
- Map Boards and Commissions to relevant key LFUCG staff members where needed.
- Create a data collection mechanism and pilot with key staff members.

Months 2-4 - Board and Commission Data Collection

Board & Commission Survey

- Launch digital survey of current and former Board and Commission members to gather relevant information, working with LFUCG stakeholders to ensure effective uptake.
- Gather available contact information for ex-members of Boards and Commissions to ensure they take the board and commission survey.
- Follow up on board and commission survey gaps via in-person attendance at meetings.

LFUCG Staff Survey

- Launch parallel survey of LFUCG staff regarding their perspective of Boards and Commissions.

Other Data Gathering

- Solicit and analyze available historical data about Boards and Commissions, including vacancy figures, meetings canceled, meeting attendance, and other key factors.
- Gather in-person data from one full quarter of Boards and Commission meetings, with a focus on attendance at meetings, members of the public at meetings, length of meetings, and more.

Peer Community Examination

- Gather data from at least five peer communities regarding their board and commission systems, including appointment process, open records and document retention, equity/inclusion requirements, attendance policies, and more.

Months 5-6 - Data Analysis

- Conduct comprehensive data analysis of data gathered in months 2-4.
- Host presentations of insights gathered for key stakeholders.

Phase Two: Public Data Gathering (3 months)

Months 7-8 - Public Engagement

- Analyze existing public input data to understand relevancy to Boards and Commissions.
- Release and market survey for the general public related to Boards and Commissions.
- Host several events, focus groups, and facilitated meetings related to Boards and Commission to gather input.
- During this process, special attention will be given to populations not typically represented on Boards and Commissions, including communities of color, non-English speaking populations, youth and university students, renters, immigrants, working class residents, and other groups.

Month 9 - Data Analysis

- Analyze data gathered during the public engagement process.

Phase Three: Conclusion (3 months)

Months 10-11 - Generate Responsive Recommendations

Policy Recommendations

- Based on the preceding 10 months of research, develop a suite of policy recommendations.
- Deliver preliminary recommendations to key LFUCG stakeholders.

Technology Recommendations

- Based on feedback from LFUCG stakeholders and needs indicated by policy recommendations, create recommendations for database and other technology systems for Boards and Commissions in cooperation with LFUCG's CIO and other key stakeholders.

Months 12 - Final Report & Recommendations

- Deliver final public report and recommendations to relevant LFUCG and public stakeholders.

Project Team and Organizational Capacity

The project team will consist of Richard Young and Kit Anderson from CivicLex, and Nicholas Lyell and Sarah Nicoll from CivStart. Additional support will come from other staff inside both organizations. Resumes for key project team members are attached as appendices.

CivicLex has experience in managing projects of this type and scale. During the past six years, we have run several large-scale projects that involve partnerships with LFUCG, resident and stakeholder engagement, and data analysis. Examples of these projects are below:

- **Imagine New Circle Road**
    - In 2022 and 2023, CivicLex partnered with the City of Lexington and the landscape architecture firm Gresham Smith on Imagine New Circle Road to facilitate public engagement in a long term strategic plan for the Northern section of one of the largest roads in Lexington. In order to hear from the residents who would be most impacted by the plan, we used engagement strategies including door to door canvassing, interviews at businesses along the corridors, community meetings and town halls, and accessible, well promoted surveys.

    - Over the course of the project, we heard from 1,700 residents in surveys and 400 residents through in person events and conversations. We also reached an additional 1,000 residents with print materials and canvassing. The core values of the engagement were incorporated into the Imagine New Circle plan, including pedestrian safety, increased walking infrastructure, and more businesses and amenities. In 2023, The City of Lexington and Imagine New Circle plan received a $21 million federal grant to implement many of the improvements in the plan and increase pedestrian safety.
- **On the Table**
    - In 2022, CivicLex facilitated On the Table Lexington, a week of community conversations that brought over 4,000 residents into public engagement for Lexington's updated Comprehensive Plan, Imagine Lexington. With an advisory group of 30 Lexington residents and community leaders, we facilitated over 500 community conversations about growth and land use in Lexington. Alongside the conversations, we received 2,700 responses to the On the Table survey, creating the largest database of community sentiment towards land use in Lexington's history. This data was anonymized and published and has assisted with public input on zone changes, transportation projects, greenspace planning, and more.
- **Public Input**
    - From 2021 to 2023, CivicLex partnered with the University of Kentucky and the City of Lexington to research Lexington residents and LFUCG staff's experiences with Public Comment and Public Input to LFUCG. We conducted a series of focus groups, a city wide survey, and an in depth LFUCG staff survey to better understand how Public Input functions in the city and how it can be improved for residents, city staff and elected officials. The project contributed to the formation of a Public Input Subcommittee by the Urban County Council, where Councilmembers are working through the recommendations of the report and additional priorities and needs to bring innovation, accessibility, and new quality to Public Input.

CivStart brings a wealth of experience in fostering innovation within local governments, offering deep expertise in government technology and procurement practices. Through its innovative programs and collaboration with a diverse range of startups, CivStart has facilitated

the successful implementation of pilot projects across various municipalities as small as Barton County, Kansas and as large as New York City and Philadelphia.

- **Paratransit Review in Alexandria, Virginia**
    - CivStart facilitated a partnership between the City of Alexandria, Virginia and a data and technology company called Stae to enhance the efficiency and effectiveness of the city's paratransit system. Through data analysis and consultation, CivStart helped gather insights into the current paratransit system, informing future procurement processes and setting the groundwork for improved data collection and analysis practices. This collaboration not only benefited Alexandria by improving its paratransit services but also provided Stae with valuable experience in working with complex spatial data and delivering rapid analytics solutions.
- **ADU Pitchfest in Raleigh, North Carolina**
    - CivStart played a pivotal role in Raleigh, North Carolina's efforts to address its affordable housing shortage through innovative solutions like Accessory Dwelling Units (ADUs). Through the ADU Pitchfest, organized in collaboration with Raleigh's Strategy and Innovation Office and supported by the National League of Cities and the Marion-Ewing Kauffman Foundation, CivStart provided a platform for entrepreneurs to pitch creative ideas. The overall winner, collabADU, secured a cash prize and an opportunity for a pilot partnership with the city, showcasing how creative initiatives can drive meaningful innovation at the local level with potential for regional and national scalability.

Public Engagement and Inclusion Strategies

Engagement Strategies

CivicLex has six years of experience with engaging Lexington residents on civic issues, and uses a variety of strategies to reach diverse groups of residents for quality, meaningful input.

Promotion strategies include:

- Organic social media content on Facebook, Instagram, Twitter, LinkedIn, and Reddit
- Promoted (paid) social media content on Facebook and Instagram
- Print promotions including posters, flyers, door hangers, and rack cards
- Use of social and programmatic networks of community organizations, individuals, and groups
- Use of the CivicLex Weekly newsletter, sent to ~3,500 residents weekly

In addition to these baseline activities, we have a variety of strategies to ensure that our public engagement is equitable and representative of Lexington. We will analyze the demographic of our engagement data and adjust accordingly, using strategies including

- Engaging community partner organizations with staff, audiences, or clients who are not represented in the engagement
- Providing stipends to community ambassadors to compensate individuals who are a part of historically underrepresented groups to engage themselves and their networks in the project
- Canvassing and in-person engagement across the city and county, according to any underrepresented geographes (established by ZIP Code or neighborhood)
- Accessibility measures including translating written materials and interpreters at in person events, as well as offering childcare, transportation, and participation stipends as needed

Cost Proposal

CivicLex is proposing a $95,000 lump sum fee for service for this project. Please see attached cost breakdown for details. The attached cost breakdown is based on best practices for equitable public engagement, proven strategies for event and survey promotion based on CivicLex's past experience, and median industry standards for personnel with relevant expertise to the project.

Conclusion

CivicLex and CivStart are uniquely positioned to provide an accurate, effective, and equitable evaluation of LFUCG's Boards and Commissions. As a team, we have a proven track record of both working with local government and Lexington residents to make public processes more accessible and meaningful for both residents and civic institutions. We are practiced in gathering, compiling, and summarizing data, and have the preexisting knowledge and connections to ensure a high degree of participation with the current Boards and Commissions. We are deeply embedded in Lexington's community and will be able to engage residents, neighborhood associations, activist groups, social clubs, schools, churches, and professional associations throughout the process.

Our previous experience researching best practices and resident sentiment towards LFUCG's Public Input procedures and Comprehensive Plan give us a baseline knowledge that we can leverage to conduct the project more effectively than an organization new to the system or community. Our evaluation of the Boards and Commission will create deliverables that are publicly available and accessible and procedures that work for more Lexington residents, bringing new voices into local government and increasing trust and accountability between Leixngtonians and their representatives. We believe that there are simple, logical steps that the LFUCG Boards and Commissions can take to become more accessible, and are excited at the opportunity to dive deeper into what residents currently know about the Boards and Commissions and what procedures we can build to get them more involved.

CivicLex

LFUCG Boards & Commissions RFP Cost Breakdown

Category	Expense	Total Amount	Includes
CivicLex, Phase 1	Personnel	$13,500.00	*Facilitation, research, mapping, and survey creation*
	Technology	$1,500.00	*Website and social media presence and survey platform subscription*
	Events and Focus Groups	$1,500.00	*Venue fees, transportation, A/V technology, and facilitation*
CivicLex, Phase 2	Personnel	$22,750.00	*Survey promotion and outreach, meeting attendance, data analysis, peer research*
	Technology	$1,000.00	*Website and social media presence, data management and analysis*
	Promotion and Marketing	$2,000.00	*Local media advertising, social media promotion, potential stipends*
	Printed Materials	$2,500.00	*Doorhangers, posters, flyers, mailings, etc*
	Events and Focus Groups	$2,000.00	*Venue fees, transportation, A/V technology, and facilitation*
CivicLex, Phase 3	Personnel	$22,250.00	*Data analysis, report creation, policy recommendation, stakeholder engagement*
	Technology	$1,000.00	*Website and social media presence, data management and analysis*
CivStart	Database Technology	$12,500.00	*Listening sessions & surveys, challenge & requirements report, call for solutions, solution research & vetting, demos and questions, recommendations report*
	Public Documentation	$12,500.00	*Listening sessions & surveys, challenge & requirements report, call for solutions, solution research & vetting, demos and questions, recommendations report*
Total		**$ 95,000.00**	

Richard Broaddus Young

859-492-2305 rbryoung@gmail.com
117 North Broadway Park Lexington, KY 40505

Primary Employment:

CivicLex, Founder & Executive Director **09/2016 - Present**

Civic education & engagement organization making civic information easier to understand and changing local governing systems by building relationships across power spectrums.

- Responsible for long-term vision, budgeting, administrative duties, program creation, etc.
- Built all programs from scratch, including Kentucky's first-ever Civic Artist in Residence program, a media consortium funded by the Lenfest Institute and Facebook Journalism Project, a widely-acclaimed public civic education curricula, and more.
- Currently working alongside municipal government to reform public comment processes, public meeting expectations, and council redistricting process.
- CivicLex was awarded the first-ever Community Service award from Next Challenge for Media & Journalism competition, hosted by the Glen Nelson Center + American Public Media.
- Rapidly grew organization from non-existent to one whose civic education work reaches 30k residents annually and has a $300k+ annual budget, raising over $1M from the NEA, Walton Family Foundation, Knight Foundation, and more.
- CivicLex's work has been cited by Danielle Allen, Chair of the Safra Center for Ethics at Harvard University and by the Library of Congress as a national best practice for reinventing American Democracy. National in-depth collaborations include with the American Academy for Arts & Sciences, Generation Citizen, Engaging Local Government Leaders, National Endowment for the Arts, and more.

North Limestone Community Development Corporation, **08/2013 - 09/2016**
Executive Director

First place-based Community Development Corporation in Lexington.

- Designed and launched several programs including affordable housing development, multiple neighborhood planning initiatives, creation of public art, programming of public spaces, stormwater remediation programs, and multiple neighborhood granting programs.
- Grew organization from no operating budget to $1M annual operating and programmatic budget in 2015.
- Led creation, research, and authorship of a multi-year community development master plan with the community, focused on equitable cultural redevelopment strategies
- Raised more than $2.2M in grant funding in 2.5 years, including funding from the John S. and James L. Knight Foundation, Kresge Foundation, ArtPlace America, and the National Endowment for the Arts' Our Town Program.
- Facilitated creation of new city zoning classification (PUD-2) and first-ever municipal funding for a neighborhood-focused CDC in Lexington.

Prior Work:

- **Kentucky Rural-Urban Exchange,** Steering Committee Member **2015 - Present**
  Nation's foremost network examining rural-urban interdependence and community cohesion. Member of Steering Committee since its creation. Currently serving as co-lead evaluator for National Endowment for the Arts-supported Case Studies and replication specialist for Bush Foundation-funded adaptation in Minnesota.
- **FIELD Magazine,** Co-Founder/Designer **2019 - Present**
  Emergent digital and print magazine working to highlight rural American creative placemaking and cultural/democratic development work. Working with Art of the Rural/Rural Policy Research Institute to create and launch.
- **Origins Jazz Series,** Co-Founder **2017 - Present**
  Year-round jazz series focused on the legacy of jazz and public health/opioid addiction disorder in Central Kentucky. Presents grammy-winning artists as well as local artists. Administer concert series.
- **Robert Williams Cultural Center,** Consultant **2018**
  Created / led visioning process to program and redevelop a 15,000 sqft cultural center in Downtown Lexington.
- **Estill Development Alliance,** Consultant **2017 - 2018**
  Created and led community-based process for creating a county-wide strategic plan for community and economic development in rural Estill County, KY.
- **LexVote / CivicCast,** Co-Creator **2015 -2016**
  Created site-based signage targeting high non-choice transit ridership neighborhoods to build more robust knowledge of the 2016 election process. Project involved into a network of site-based monitors across Fayette County displaying important and timely civic information.
- **Chamber Music Festival of Lexington,** Steering Committee Member **2011 - 2015**
  Seasonal Festival devoted to innovative Chamber Music practices. Responsible for long-term organizational planning, budgeting, board and financial development, program design, and program execution.Created new programs focused on animating public spaces through chamber music. The Composer-in-Residence program was the first of its kind in the country to collaboratively co-commission works with a Philharmonic Orchestra. Featured in the Chicago Sun-Times.
- **North Limestone MusicWorks,** Co-Founder **2014**
  Co-founded the first El Sistema-inspired program in Kentucky, providing daily no-cost group music instruction to over 40 low-income students across in Fayette County each year.

Volunteer Civic Work:

- **Public Art Commission, Lexington-Fayette Urban County Government,** Member **2019 - Present**
  Member of mayoral-appointed committee focusing on creating policy framework for deployment of bond-funded public art projects.
- **Lexington Census 2020 Complete Count Committee, Lexington-Fayette Urban County Government,** Member **2019 - Present**
  Member of mayoral-appointed committee focusing on generating strategies to ensure a complete count in 2020 Decennial Census.

- **Central Music Academy,** Board Member **2019 - Present**
  Member of non-profit board of directors for free, after-school music education program.

- **Infill & Redevelopment Committee, Lexington-Fayette Urban County Government,** **2018 - Present**
  Member
  Member of committee focusing on policy recommendations to incentivize / manage infill and redevelopment practices.

- **Chamber Music Festival of Lexington/Lexington Chamber Orchestra,** Board Member **2017 - Present**
  Member of non-profit board of directors for merged Chamber Music Festival and professional Chamber Orchestra. Helped facilitate and guide merger process.

Professional Development Experience:

- 2022: ASU + GSV Summit
- 2021: NextCity Vanguard
- 2020: Knight Foundation Media Forum
- 2020: American Academy of Arts and Sciences Citizenship Convening
- 2019: Kentucky Nonprofit Network Annual Summit (*keynote presenter*)
- 2019, 2016: Rural Generation Summit (*presenter*)
- 2019: Knight Foundation Media Forum
- 2014, 2015, 2016, 2018, 2019: ArtPlace America Summits
- 2018: National Placemaking Foundation Kentucky Convening (*co-host*)
- 2017: Rural Arts and Culture Summit (*presenter*)
- 2015; 2018: PolicyLink Equity Summit
- 2016 - 2017: Knight Foundation & 8-80 Cities Emerging Cities Champion Studio (*presenter*)
- 2016: Kresge Foundation Drawing on Detroit Convening
- 2016: Ajo Creative Placemaking Gathering
- 2014 - 2015: Knight Cities Summits (*presenter*)

Artistic Practice:

- Performed in Professional Orchestras in the Ohio Valley and Appalachian region including: Lexington Philharmonic, Huntington (WV) Symphony Orchestra, Claremont Philharmonic, Richmond Symphony Orchestra, Orchestra Kentucky, etc.
- Participated in opera residency programs in Spoleto, Italy and Lucca, Italy
- International Touring in Italy, Germany, Hungary, Czech Republic, Slovakia, and more
- Double Bass Instructor at Central Music Academy, after school program for financially disadvantaged families
- Private Double Bass instructor for over a decade

Professional Acknowledgments:

- 2021 - NextCity Vanguard
- 2019 - Marshall Memorial Fellow - German Marshall Fund
- 2016 - Emerging City Champion - Knight Foundation & 8-80 Cities
- 2013 - One to Watch - City of Lexington Mayor's Office

Education:

- **University of Kentucky**
  Community Innovation Fellow, 2017
- **University of Cincinnati, College-Conservatory of Music**
  B.M. Degree, Double Bass Performance, 2011 — Graduated with Honors

KATHERINE (KIT) ANDERSON
Deputy Director, CivicLex
| 859-797-6199 | kit@civiclex.org | Lexington, Kentucky

EDUCATION

Macalester College, Saint Paul Minnesota, B.S. Graduated May 2019
Majors: Geography and International Studies
Capstone: *Neoliberal Development and the Cape Town Water Crisis*

SUMMARY OF WORK EXPERIENCE

CivicLex 2020- Present
Deputy Director
- Day to day operations management of staff, programs, administration, and development
- Research, design, and implementation of evaluation and operational systems for daily program activities and long-term strategic goals
- Executing program goals, relationship building, and other tasks as needed

Freelance Web Design 2019 - Present
Web Designer
- Construction and maintenance of websites according to goals and branding of clients
- SEO Optimization, branding and communications consultation
- Integration with other platforms and plugins

Apiary Catering and Events June 2022 - May 2023
Server and Lead Runner
- Customer service, team coordination, and event management
- Logistical planning and set up

Summit Biosciences Spring 2020- November 2021
Manufacturing Technician II
- Manufacturing commercial pharmaceutical products. Operating, monitoring, and controlling manufacturing equipment
- Training new technicians, maintaining cleanrooms, and completing documentation

Lexington Extended School Program Summer, 2016, 2018, 2019
Counselor
- Daily supervision and management of 15-25 campers, subsidized for children with working parents
- Conflict resolution, activity planning, communication with parents and family

SKILLS
- **Web Design:** Squarespace, WordPress, Adobe Dreamworks
- **Data Management Softwares:** Airtable, ArcGIS and ArcGIS Pro, Rstudio, Excel
- **Nonprofit management skills and softwares**: Monitoring and evaluation, fundraising softwares including Keela, Givebutter, and donorbox, online learning systems

Nick Lyell

3919 9th St. NE, APT 3 Washington, DC 20017
Phone: 608.234.2166 e-mail: njlyell@gmail.com

Nick Lyell | Lexington, KY | njlyell@gmail.com | 608.234.2166

I run marketing, operations, and other strategic initiatives for organizations making big impacts for local communities. In particular, my work focuses on building capacity and providing technical assistance to small companies and nonprofits, building coalitions and partner networks, and leading impact initiatives.

Recent Work Experience

CivStart *Co-Founder & Chief Impact Officer* **March, 2019 - present**

- Perform operations duties such as payroll, taxes, HR, and lead financial planning and forecasting in role on Board of Directors.
- Provide strategic consulting and support for marketing and PR for CivStart's startups.
- Lead organization marketing, PR, website design, and social media efforts.
- Coordinate with industry experts to deliver educational, marketing, and business development support to CivStart's startups.
- Collaborate with government leaders to successfully identify needs, source innovative startup solutions, and launch pilot programs
- Design and execute on impact initiatives such as federal and foundation grants and CivStart's Inclusive GovTech Entrepreneurship Task Force.

ReThink Media *Senior Media Associate* **Oct, 2016 - Dec 2019**

- Conducted outreach to emerging state campaigns, while maintaining and deepening existing partnerships with state and national partners.
- Coordinate state and national partners for strategic communications, movement building, and defending and advancing public policy best practices for building an inclusive democracy.
- Created and Presented training material at online and in-person trainings with advocates at the state and national level on various communications topics including social media advertising, creating a digital expert profile, broadcast appearance training, op-ed writing and placement, values-based messaging, and strategic communications.

National Association of Counties (NACo) *Manager of Digital Communications* **Jan 2013 – Oct 2016**

- Created and executed digital communications strategies in conjunction with a communications team.
- Marketed publications, events, and membership promotions across various audiences and stakeholders through social media, video production, and print publications.
- Planned and executed NACo's very successful 2016 Tech Summit featuring multiple diverse stakeholders. Marketed this summit using an advanced FaceBook Live setup.
- Conceived, planned, designed, and programmed the county data mapping application, the County Explorer.
- Conducted statistical research combining many county-level datasets, wrote a NACo research publication featuring the results, and presented the findings before county officials.

Education

University of Wisconsin - Madison **2008-2012**

B.S. with Honors in Political Science, Economics, and Latin American Studies

Sarah E. Kerner

sarahekerner@gmail.com • 1815 19th St. NW, Unit 1, Washington, D.C. 20009 • (585) 739-1574

Work Experience

Co-Founder & Chief Strategy Officer, CivStart, Washington, D.C. **Oct. 2018 - Present**

- Created and launched the organization; Continuously determine mission, objectives, and priorities
- Serve as Vice President and Treasurer of the Board of Directors and coordinate Board activities
- Manage Board of Advisors and external partners, and facilitate resulting mentorships and benefits for startups
- Oversee all fundraising efforts including grant applications, sponsorships, and donations; Ensure compliance and maintenance of organization's budget and operations
- Influence strategy and creation of website content, external communications, events, and programming
- Coordinate with startup founders to deliver educational, marketing, and business development support
- Collaborate with government leaders to successfully identify needs, source startup solutions, and launch pilots

Partnerships Director, *Data Coalition & Data Foundation, Washington, D.C.* **Jan. 2017 - April 2020**

- Responsible for all fundraising and strategic partnerships of a trade association, think tank, and major events
- Regularly presented to, and coordinated with, the Board or Directors and Executive Director on development plan to fund all organizational needs and grow partner base
- Shaped the annual programming and research agenda for both organizations based on stakeholder interest
- Served as the main point of contact throughout the entire relationship process; performed outreach, facilitated stakeholder meetings, and crafted customized partnership agreements with leadership of companies, trade associations, charitable foundations, and nonprofits
- Coordinated with internal staff to ensure all external partnership deliverables are met in a satisfactory manner

Corporate Affairs Officer*, Americans for Prosperity, Arlington, VA* **Jan. 2014 - Dec. 2016**

- Conducted outreach and cultivated corporate prospects to gain new external partners and funding sources
- Represented partner priorities while strategizing with internal leadership on shared initiatives to ensure exceptional fulfillment of all sponsorship benefits

Director of Outreach, *The Becket Fund for Religious Liberty, Washington, D.C.* **Jan. 2012 - Dec. 2014**

- Developed fundraising strategy with leadership and traveled nationally to cultivate major donors
- Created and fostered coalitions with like-minded organizations and coordinated participation in events
- Authored weekly email updates to over 50,000 supporters
- Acted as a liaison between the Executive Director and Board Members; presided over board meetings

Education

B.A. Political Science & Psychology, *Wheaton College, Wheaton, IL* **May 2012**

- Independent and collaborative graduate-level research with Dr. Cynthia N. Kimball and Dr. William Struthers

Public Policy Track, *American Studies Program, Washington, D.C.* **Sept. 2011 - Nov. 2011**

- Completed coursework in Public Policy Initiatives, Internship Experience and Professional Development

Other Volunteer & Work Experience

Board of Directors, *Center for Christian Civics, Washington, D.C.* Aug. 2019 - Present
Director of New Media, *America's Future Foundation, Washington, D.C.* Nov. 2012 - Oct. 2014
District Office and Case Work Intern, *Congressman Peter Roskam*, Bloomingdale, IL Jan. 2012 – Apr. 2012
Government Relations Intern, *Bread for the World*, Washington, D.C. Sept. 2011 – Nov. 2011
Family Research Assistant, *University of Rochester's Mt. Hope Family Center*, Rochester, NY May 2011 – Aug. 2011
Intern, *The Well,* Bangkok, Thailand July 2010
Publicity Coordinator, *International Justice Mission-Wheaton Chapter*, Wheaton, IL Aug. 2009 - May 2011
Cabinet Member, Homecoming Committee, *Alumni Association of Wheaton College* Jan. 2009 – Sept. 2010

MWDBE Participation

CivicLex is a 501(c)(3) nonprofit led by a bifurcated board structure consisting of a Governance Board and a Programmatic Board. The Minority & Women Business Enterprise Certification Program offered by the Commonwealth of Kentucky judges eligibility of nonprofit organizations according to their Board of Directors. **Both of Civiclex's boards qualify for the standards of the Commonwealth of Kentucky's MWBE Certification.** The Governance Board is 60% Minority or Women led, and the Programmatic Board is 66% Minority or Women led. Although it is not included in the Certification Process, CivicLex's staff is 71% female.

CivicLex has submitted an application for the Commonwealth of Kentucky's MWBE Certification. Although the application will not be approved at the submission date of the LFUCG Boards and Commissions RFP, we believe it will be available by the end of the RFP decision process.

CivicLex is also committed to working with community partners on all of our projects, including consulting. Over the past year we have worked with organizations like Casa de la Cultura, the Share Center, Open Door Church, Woodhill Community Center, Seedleaf, Kentucky Refugee Ministry, The University of Kentucky, and RADIOLEX. We will engage many of these organizations if selected for the LFUCG Boards and Commissions Project, and are committed to including Women, Minorities, and Disadvantaged Lexington Residents in all of our programs.

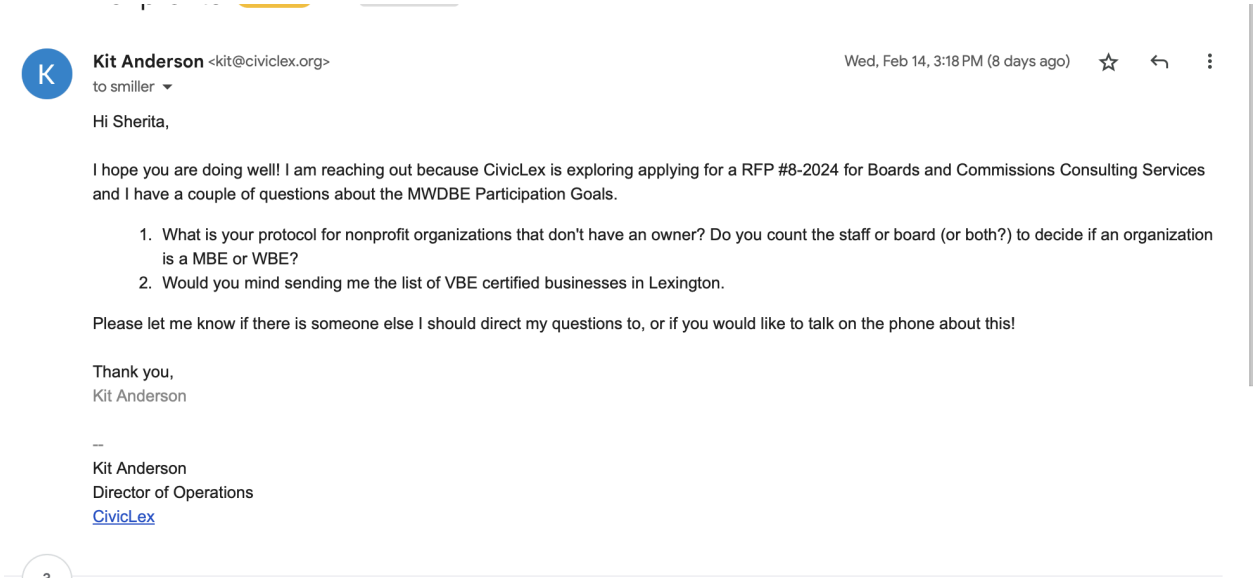
VBE Participation

CivicLex made a good faith effort to secure a Veteran Owned Business as a partner and subcontractor for the LFUCG Boards and Commission RFP, but we were unfortunately not successful. The good faith efforts are described, with documented evidence below.

Ultimately, we did not receive adequate interest from any of the Veteran Owned Businesses based in Lexington to the point of submitting a quote. Due to CivicLex's mission and the nature of the Boards and Commissions RFP, we feel it is integral to the project that all involved organizations and subcontractors are based in Lexington and have proven experience engaging Lexington residents. For this reason, we did not expand the geographic scope of our potential subcontractors to other cities and states.

Documentation of Good Faith Efforts

(f) Contacting Sherita Miller, Minority Business Enterprise Liaison, for a list of VBE Subcontractors and suppliers.



Kit Anderson <kit@civiclex.org> Wed, Feb 14, 3:18 PM (8 days ago)
to smiller

Hi Sherita,

I hope you are doing well! I am reaching out because CivicLex is exploring applying for a RFP #8-2024 for Boards and Commissions Consulting Services and I have a couple of questions about the MWDBE Participation Goals.

1. What is your protocol for nonprofit organizations that don't have an owner? Do you count the staff or board (or both?) to decide if an organization is a MBE or WBE?
2. Would you mind sending me the list of VBE certified businesses in Lexington.

Please let me know if there is someone else I should direct my questions to, or if you would like to talk on the phone about this!

Thank you,
Kit Anderson

--
Kit Anderson
Director of Operations
CivicLex

(h) Sent written notice to all three certified Veteran Owned Businesses based in Lexington included on the LFUCG provided list not less than seven days prior to the deadline for submission of bids.

LFUCG RFP for City Boards and Commissions

Kit Anderson <kit@civiclex.org>
to tarab

Thu, Feb 15, 4:09 PM (7 days ago)

Hi Tara,

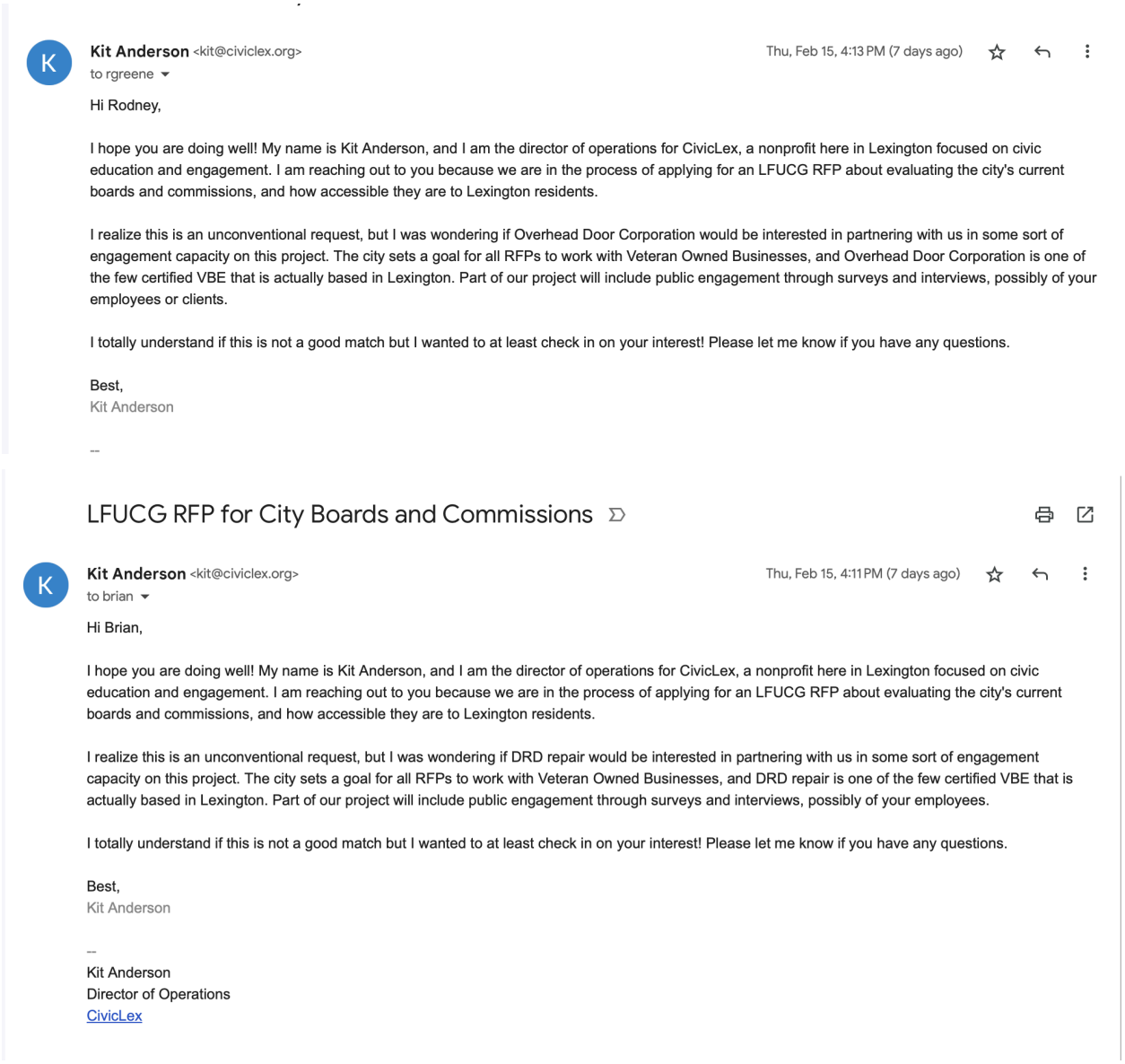
I hope you are doing well! My name is Kit Anderson, and I am the director of operations for CivicLex, a nonprofit here in Lexington focused on civic education and engagement. I am reaching out to you because we are in the process of applying for an LFUCG RFP about evaluating the city's current boards and commissions, and how accessible they are to Lexington residents.

I realize this is an unconventional request, but I was wondering is Semper Tek would be interested in partnering with us in some sort of engagement capacity on this project. The city sets a goal for all RFPs to work with Veteran Owned Businesses, and Semper Tek is one of the few certified VBE that is actually based in Lexington. Part of our project will include public engagement through surveys and interviews, possibly of your employees.

I totally understand if this is not a good match but I wanted to at least check in on your interest! Please let me know if you have any questions.

Best,
Kit Anderson

--



Kit Anderson <kit@civiclex.org> Thu, Feb 15, 4:13 PM (7 days ago)
to rgreene

Hi Rodney,

I hope you are doing well! My name is Kit Anderson, and I am the director of operations for CivicLex, a nonprofit here in Lexington focused on civic education and engagement. I am reaching out to you because we are in the process of applying for an LFUCG RFP about evaluating the city's current boards and commissions, and how accessible they are to Lexington residents.

I realize this is an unconventional request, but I was wondering if Overhead Door Corporation would be interested in partnering with us in some sort of engagement capacity on this project. The city sets a goal for all RFPs to work with Veteran Owned Businesses, and Overhead Door Corporation is one of the few certified VBE that is actually based in Lexington. Part of our project will include public engagement through surveys and interviews, possibly of your employees or clients.

I totally understand if this is not a good match but I wanted to at least check in on your interest! Please let me know if you have any questions.

Best,
Kit Anderson

--

LFUCG RFP for City Boards and Commissions

Kit Anderson <kit@civiclex.org> Thu, Feb 15, 4:11 PM (7 days ago)
to brian

Hi Brian,

I hope you are doing well! My name is Kit Anderson, and I am the director of operations for CivicLex, a nonprofit here in Lexington focused on civic education and engagement. I am reaching out to you because we are in the process of applying for an LFUCG RFP about evaluating the city's current boards and commissions, and how accessible they are to Lexington residents.

I realize this is an unconventional request, but I was wondering if DRD repair would be interested in partnering with us in some sort of engagement capacity on this project. The city sets a goal for all RFPs to work with Veteran Owned Businesses, and DRD repair is one of the few certified VBE that is actually based in Lexington. Part of our project will include public engagement through surveys and interviews, possibly of your employees.

I totally understand if this is not a good match but I wanted to at least check in on your interest! Please let me know if you have any questions.

Best,
Kit Anderson

--
Kit Anderson
Director of Operations
CivicLex

(i) Followed up initial solicitations of the certified Veteran Owned Businesses.

Kit Anderson <kit@civiclex.org> Thu, Feb 15, 5:07 PM (7 days ago)
to ops

Hello,

I hope you are doing well! My name is Kit Anderson, and I am the director of operations for CivicLex, a nonprofit here in Lexington focused on civic education and engagement. I am reaching out to you because we are in the process of applying for an LFUCG RFP about evaluating the city's current boards and commissions, and how accessible they are to Lexington residents.

I originally contacted Rodney Greene, but was given an out of office response.

I realize this is an unconventional request, but I was wondering if Overhead Door Corporation would be interested in partnering with us in some sort of engagement capacity on this project. The city sets a goal for all RFPs to work with Veteran Owned Businesses, and Overhead Door Corporation is one of the few certified VBE that is actually based in Lexington. Part of our project will include public engagement through surveys and interviews, possibly of your employees or clients.

I totally understand if this is not a good match but I wanted to at least check in on your interest! Please let me know if you have any questions.

Best,
Kit Anderson

--

Kit Anderson <kit@civiclex.org> Tue, Feb 20, 1:56 PM (2 days ago)
to Brett

Hi Brett,

Thank you for getting back to me! The timeframe is pretty short - the application is due this Friday. I think if you are at all interested the best thing would be to talk on the phone today and tomorrow to see if we would be a match! My number is 859-797-6199, feel free to call or we can schedule a time?

Thank you!
Kit

Reply Forward

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

Introduction: CivicLex Affirmative Action Plan

CivicLex is committed to fostering a diverse, equitable, and inclusive workplace environment where all individuals are treated with dignity and respect. As part of this commitment, CivicLex recognizes the importance of affirmative action to ensure equal employment opportunities for all qualified candidates and employees. This Affirmative Action Plan outlines the strategies and initiatives that CivicLex will implement to promote diversity and inclusion in its workforce.

Policy Statement:

CivicLex is dedicated to promoting diversity and inclusion in all aspects of its operations, including recruitment, hiring, training, promotion, and retention. We believe that a diverse workforce enriches our organization, fosters innovation, and strengthens our ability to serve the community effectively. CivicLex prohibits discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, or any other characteristic protected by law.

Goals and Objectives:

Recruitment and Hiring:

- Implement proactive recruitment strategies to attract a diverse pool of qualified candidates for open positions.
- Partner with community organizations, educational institutions, and professional networks to expand outreach efforts to underrepresented groups.
- Ensure that job postings are inclusive and free from biased language.
- Establish diverse hiring panels to review applications and conduct interviews.

Training and Development:

- Offer diversity, equity, and inclusion training for all employees to foster cultural competence and awareness.

- Offer professional development opportunities that support the growth and advancement of employees from underrepresented backgrounds.
- Encourage mentorship and networking opportunities to facilitate career progression for all staff members.

Retention and Promotion:

- Create a supportive work environment that values diversity and promotes a sense of belonging for all employees.
- Conduct regular assessments of employee satisfaction and engagement to identify areas for improvement.
- Implement policies and practices that mitigate bias and ensure fair treatment in performance evaluations, promotions, and compensation decisions.
- Establish clear pathways for career advancement and leadership development for employees from underrepresented groups.

Monitoring and Reporting:

- Establish metrics and benchmarks to track progress toward diversity and inclusion goals.
- Conduct regular reviews of recruitment, hiring, retention, and promotion practices to identify areas of improvement.
- Prepare annual reports on the organization's affirmative action efforts and outcomes, including demographic data on workforce representation.

Responsibilities:

- The Executive Director is responsible for overall oversight and implementation of the Affirmative Action Plan.
- The Deputy Director is responsible for coordinating recruitment, hiring, training, and development initiatives in alignment with the plan.
- All employees are expected to support and uphold the principles of diversity, equity, and inclusion in their interactions and decision-making.

CivicLex is committed to creating a workplace culture that reflects the diversity of the community we serve. Through the implementation of this Affirmative Action Plan, we will continue to strive for equal employment opportunities and foster an inclusive environment where all individuals can thrive and contribute to our mission.

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #8-2024 Boards and Commissions Consulting Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **February 16, 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 one hundred twenty (120) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers'

representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding $250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of 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.

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.

Katherine Anderson — 2-23-24

Signature — Date

SELECTION CRITERIA:

See complete criteria on page 42.

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be submitted via IonWave at: https://lexingtonky.ionwave.net

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

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

All questions regarding this proposal must be directed to the Division of Procurement, (859)-258-3320.

AFFIDAVIT

Comes the Affiant, Katherine Anderson, CivicLex, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Katherine Anderson and he/she is the individual submitting the proposal or is the authorized representative of Civiclex, Incorporated, 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.

Katherine Anderson

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Katherine Anderson on this the 23rd day of February, 2024

My Commission expires: 11/18/2026

Susan Garner Gill
Notary Public ID No 62334
State at Large, Kentucky
My Commission Expires on 11/18/26

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.

Katherine Andersen — *Signature*

Civicplex, Inc — *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: CivicLex, Incorporated

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		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		1	4													1	4
Supervisors		1	1													1	1
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Mainten																	
Total:		2	5													2	5

Prepared by: Katherine Anderson, Deputy Director **Date:** 2 / 23 / 24

(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
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: CivicLex, Inc

Complete Address: 141 E Main st, Suite 400, Lex, KY, 40507
Street City Zip

Contact Name: Kit Anderson Title: Deputy Director

Telephone Number: 859-536-1334 Fax Number: _____

Email address: kit@civiclex.org

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 MWBDE 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 MWBDE 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	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@nwboc.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 # RFP - 8-2024

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. CivicLex 141 E main st Lex, KY, 40507 859 - 536-1334 info@civiclex.ovg	WBE/ MBE (in Process)	Primary Project organization - research, analysis, engagement, facilitation, data collection	$70,000	73%
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.

Civiclex, Inc
Company

Katherine Anderson
Company Representative

2 - 23 - 24
Date

Deputy Director
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/ 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 # RFP- 8- 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

__X__ 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 MWBDE 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.

__X__ 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.

__X__ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWBDE 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.

Civiclex, Inc
Company

2-23-24
Date

Dr. Katherine Anderson
Company Representative

Deputy Director
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, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent**,** Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

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

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

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

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Katherine Anderson
Signature

2-23-24
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.

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

relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

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

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Worker's Compensation	Statutory
Employer's Liability	$100,000
Professional Liability	$1 million per occurrence

The policies above shall contain the following conditions:

a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy

and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

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

c. 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

Introduction

Lexington – Fayette Urban County Government (LFUCG) is requesting proposals from qualified consultants to assist in the comprehensive evaluation of LFUCG's various boards and commissions. Lexington-Fayette County has a population of 321,793 residents. LFUCG is a full-service local government, with approximately 2,800 full-time employees operationally organized through 8 departments.

Background

LFUCG is actively engaged with local community stakeholders for promoting equitable accessibility for all residents. Created through local ordinances or Kentucky state statutes, LFUCG has approximately 70 Boards and Commissions. LFUCG is seeking a comprehensive evaluation of the membership makeup, structure, diversity, vacancy rates, transparency, utility of the various Boards and Commissions, and recommendations for the appointment process.

Scope of Services

The purpose of the Request for Proposal (RFP) is to identify and select a consulting firm to work with LFUCG to complete a comprehensive review of its Boards and Commissions and to provide recommendations. The selected consultant should have experience with planning projects related to organizational structure review.

The final product should include

A. An analysis of the current demographic make-up of the boards and commissions
    a. Race/ethnicity, national origin, age, gender, sexual orientation/identity, socioeconomic status, other data
B. An assessment of which boards are active
C. A recommendation for consistency in public documentation of records (e.g. meeting minutes) and by laws
D. An evaluation of the current appointment process with a comparison to benchmark municipalities and any recommended changes
E. A public engagement process on views of our boards/commissions, the appointment process, and how to include underrepresented segments of our population
F. Recommendations for database technology to streamline document retention, meeting attendance, meeting minutes, vacancies, public-facing information and resources

Proposal Submission

The proposal response should clearly demonstrate the knowledge, experience, and capacity of the respondent to meet the requirements of the RFP. The proposal should include a lump sum fee for service, supported by estimated cost breakdown for applicable and associated consulting performance activities. The fully self-contained proposal is limited to formatted content narrative and illustrations of no more than 15 pages, excluding appendices.

Proposal Evaluation and Award Process

The LFUCG evaluation committee will consist of members with expertise and knowledge that are subject of the Request for Proposal. Eligible proposals will be reviewed by the evaluation committee and scored against the stated criteria listed below. The committee may review references, and request interviews / presentations. The resulting information will be used to score the proposals. The evaluation committee's scoring will be tabulated, and proposals ranked based on the numerical scores reviewed. Each proposal shall be evaluated on the following evaluation criteria:

- Qualifications of Firm and Principal Consultants 25 points
- Experience and Past Record of Performance 25 points
- Project Approach, Work Plan and Schedule 20 points
- Organizational Capacity and Workload Availability 20 points
- Cost Reasonableness – Proposed Fee for Services 10 points

LFUCG reserves the right to reject any and all proposals. LFUCG reserves the right to negotiate the terms of the contract, including award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest ranked proposer, LFUCG may negotiate a contract with the next highest ranked proposer. Project Coordination LFUCG Dept. of General Services will be the consulting firm's point-of-contact for the project. Chris Ford, Commissioner of General Services, will work in partnership with the consulting firm to facilitate coordination for associated LFUCG self-evaluation processes. Also, LFUCG leadership will be available as needed, to support the consulting firm's local stakeholder engagement and community outreach efforts.

Project Schedule

TBD

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

April 11, 2024

Lexington Fayette Urban County Gov
Attn. Division of Purchasing
200 East Main Street
Lexington KY 40507

Account Information:

Policy Holder Details :	**CivicLex**

Contact Us

Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/11/2024

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 be endorsed. If SUBROGATIONIS 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 NUTMEG INS AGENCY INC/PHS 76210775 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (888) 925-3137 **FAX (A/C, No):** E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		**NAIC#**
INSURER A :	Hartford Underwriters Insurance Company	30104
INSURER B :	Hartford Accident and Indemnity Company	22357
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
CivicLex
141 E MAIN ST STE 450
LEXINGTON KY 40507-1483

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			76 SBU AL90HW	06/22/2023	06/22/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 Excluded $2,000,000 $2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y/N** [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A		76 WEG AL90JL	06/22/2023	06/22/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $100,000 $100,000 $500,000
A	Employment Practices Liability Insurance			76 SBU AL90HW	06/22/2023	06/22/2024	Each Claim Limit Annual Aggregate Limit	$25,000 $25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES **(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

Lexington Fayette Urban County Gov
Attn. Division of Purchasing
200 East Main Street
Lexington KY 40507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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RESOLUTION NO. _____ – 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE PURCHASE OF SERVICE AGREEMENT (AWARDED PURSUANT TO RFP NO. 8-2024) WITH CIVICLEX, INC. FOR BOARDS AND COMMISSIONS CONSULTING SERVICES, AT A COST NOT TO EXCEED $95,000.00.

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 and directed to execute the Purchase of Service Agreement (awarded pursuant to RFP No. 8-2024), which is attached hereto and incorporated herein by reference, with CivicLex, Inc., for boards and commissions consulting services.

Section 2 – That an amount, not to exceed the sum of $95,000.00, be and hereby is approved for payment to CivicLex, Inc., from account # 1101-133001-0001-71299, pursuant to the terms of the Purchase of Service 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
0395-24:EPT:4891-7466-6937, v. 1

RESOLUTION NO. 219 – 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE PURCHASE OF SERVICE AGREEMENT (AWARDED PURSUANT TO RFP NO. 8-2024) WITH CIVICLEX, INC. FOR BOARDS AND COMMISSIONS CONSULTING SERVICES, AT A COST NOT TO EXCEED $95,000.00.

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 and directed to execute the Purchase of Service Agreement (awarded pursuant to RFP No. 8-2024), which is attached hereto and incorporated herein by reference, with CivicLex, Inc., for boards and commissions consulting services.

Section 2 – That an amount, not to exceed the sum of $95,000.00, be and hereby is approved for payment to CivicLex, Inc., from account # 1101-133001-0001-71299, pursuant to the terms of the Purchase of Service Agreement.

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

PASSED URBAN COUNTY COUNCIL: May 9, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0395-24:EPT:4891-7466-6937, v. 1

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 12 day of April 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **CIVICLEX, INC.**, a Kentucky corporation, ("Organization") with offices located at 141 East Main Street, Suite 400, Lexington, KY 40507.

W I T N E S S E T H

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

1. EFFECTIVE DATE; TERM. This Agreement shall commence on May 1, 2024 and shall last for a period of 9 months 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" – RFP #8-2024 Boards and Commissions Consulting Services
b. Exhibit "B" – CivicLex Proposal 8-2024

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

3. SCOPE OF SERVICES. Organization shall perform the services outlined in the attached Exhibit "A" – Scope of Work for LFUCG in a timely, workmanlike and professional manner (the "Services").

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed ninety-five thousand dollars **($95,000.00)** for the performance of the Services. Payments shall be made monthly for expenditures the Organization actually incurred, only after receipt of monthly invoices. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed or materials provided for the Services are inadequate or defective.

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

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

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

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

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

6. REPORTING. 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.

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.

As stated in Exhibit A

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

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

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

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

11. CONTRACTUAL RELATIONSHIP ONLY. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

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

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

14. **ANNUAL AUDIT.** Organization 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:

CivicLex, Inc
141 E Main St
Lex, KY 40507

For Government:

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

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

22. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement

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

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
LINDA GORTON, MAYOR

ATTEST:
Clerk of the Urban County Council

ENTITY

BY:
Richard Young, Executive Director

ATTEST:

WITNESS:
DATE:

EXHIBIT "A"

Lexington/Fayette Urban County Government
Addendum for Services

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0396-24

File ID:	0396-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	238-2024	**In Control:**	Urban County Council
				File Created:	04/09/2024
File Name:	St Joe MOU for Paramedic Students			**Final Action:**	05/09/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with St. Joseph Health, for paramedic onsite training. [Div. of Fire and Emergency Services, Wells]

Notes: Extenuating circumstances surrounding the agreement. and St. Joe's signature. See emails between Abbye and Battallion Chief Edward Crew.MS

Copy stamped with Mayor's signature and awaiting signature page from Hospital reps. Once signature pages are received they are to be added to the file. 9.6.24 AA

Sponsors:		**Enactment Date:**	05/09/2024
Attachments:	2024 St Joe hospital blue sheet agreenent for paramedic students, St Joseph agreement for Paramedic Students 2024, 396-24 st joe agreement 4876-1852-0503 v.1.doc, R-220-2024	**Enactment Number:**	R-220-2024
Deed #:		**Hearing Date:**	
Drafter:	Tammy James	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/23/2024	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 0396-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with St. Joseph Health, for paramedic onsite training. [Div. of Fire and Emergency Services, Wells]

Summary

Authorization to enter into an education Agreement with St. Joseph Health to allow the

Division of Fire and Emergency Services paramedic students to get training onsite in a clinical setting. No Budgetary impact. (L0396-24) (Wells/Armstrong)

Budgetary Implications: NO

Advance Document Review:

Law: Yes, M Sanner

Risk Management: No

Fully Budgeted: N/A

Account Number: N/A

This Fiscal Year Impact: N/A

Annual Impact: N/A

Project: N/A

Activity: N/A

Budget Reference: N/A

Current Balance: N/A

MAYOR LINDA GORTON

LEXINGTON

Jason G. Wells
Fire Chief

TO: Mayor Linda Gorton
Councilmembers

FROM: Jason G. Wells, Fire Chief

DATE: April 9, 2024

SUBJECT: Agreement with St. Joseph Health

The Division of Fire and Emergency Services requests authorization to enter into an education agreement with St. Joseph Health. This will allow our paramedic students to get training onsite in a clinical setting. This is an update to a long-standing agreement that has no budgetary implications.

Why are you requesting? The agreement aims to allow the Division of Fire paramedic students to participate in clinicals at St. Joseph Hospitals where they will be able to be provided with practical experience in the area of paramedic training in an actual clinical setting. Completing clinicals is a requirement of the paramedic education program.

File Number: 396-24

Director/Commissioner: Wells/Armstrong

EDUCATIONAL AFFILIATION AGREEMENT
BY AND AMONG
SAINT JOSEPH HEALTH SYSTEM, INC.,
KENTUCKYONE HEALTH MEDICAL GROUP, INC.,
FLAGET HEALTHCARE, INC.
AND
Lexington-Fayette Urban County Government

This Educational Affiliation Agreement ("Agreement") is made and entered into this 1st day of March, 2024, by and among **Saint Joseph Health System, Inc. d/b/a CHI Saint Joseph Health**, **KentuckyOne Health Medical Group, Inc. d/b/a CHI Saint Joseph Medical Group**, **Flaget Healthcare, Inc. d/b/a CHI Saint Joseph Health - Flaget Memorial Hospital,** all of which are nonprofit Kentucky corporations (collectively, "Hospital") and **Lexington-Fayette Urban County Government** ("Sponsoring Institution").

PREMISES

WHEREAS, Hospital owns and operates licensed health care facilities known as Saint Joseph Hospital, Saint Joseph East, Saint Joseph Mount Sterling, Saint Joseph Berea, Saint Joseph London, Saint Joseph Jessamine, and Flaget Memorial Hospital as well as physician practices in Central and Eastern Kentucky ("Facilities"). These Facilities provide various health care services to their patients and have an interest in supporting various educational programs for the development of health care professionals and have agreed to provide administrative and clinical staff and facilities for the training of these health care professionals who are Students at Sponsoring Institution ("Student(s)") and who require clinical rotations in order to complete their professional development; and

WHEREAS, Sponsoring Institution, through its educational program, has the responsibility for the training of Students (hereinafter "Students") who are already enrolled in the program(s) described in Attachment C ("Program(s)") at Sponsoring Institution and who require clinical rotations in order to complete their professional development; and

WHEREAS, Hospital and Sponsoring Institution enter into this Agreement for the purpose of affording Students the opportunity to participate in these clinical rotations with patients of Hospital and to provide Sponsoring Institution and its Faculty ("Faculty") with a site for the education of these Students.

NOW THEREFORE, in consideration of these premises and the following terms and conditions, the mutual benefits to be received and other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

AGREEMENT

1. RESPONSIBILITIES OF SPONSORING INSTITUTION

1.1 Preparation and Supervision of Students. Sponsoring Institution shall provide the necessary preparatory instruction and overall supervision for the Students to ensure proper application of principle and theory during the clinical rotation, and shall provide Students who are acceptable to Hospital for participation in the clinical rotation.

1.2 Policies and Procedures. Sponsoring Institution shall become familiar with the Hospital, its policies, procedures and standards, including but not limited to, the policy for dress and conduct so as to ensure that Faculty and Students comply with the requirements of Hospital.

1.3 Program Coordinators. Sponsoring Institution shall recommend Students and certain Faculty to the Hospital's Clinical Education Coordinator ("Coordinator") who shall be responsible for coordinating the clinical rotation for the Hospital and for working with designated Hospital employees and/or staff who may provide daily direction to individual Students. It is understood these individuals will serve in the capacity of non-tenured Faculty with all attendant privileges thereto.

1.4 Planning Program. Sponsoring Institution shall be responsible for planning the clinical rotation, including the schedule for classes, subject material and course objectives in consultation with the Hospital's Coordinator.

1.5 Cooperation. Sponsoring Institution shall cooperate with the Hospital's Coordinator so as to facilitate optimum Student education and training while simultaneously ensuring the patient care mission of the Hospital.

1.6 Performance Evaluation. Sponsoring Institution shall continuously monitor and evaluate the performance of each Student and shall remove any Student who is not competent or qualified to participate in the clinical rotation. Furthermore, Sponsoring Institution shall cooperate with the Hospital in matters of Student discipline when the welfare of the Hospital, its employees, patients, visitors, Medical Staff, or volunteers has been or will be jeopardized and shall assist Hospital in the immediate removal of any Student for whom the Hospital has determined, through its Coordinator, acted in an incompetent, negligent or careless manner, or who is unable to continue to participate in the clinical rotation for reasons of health, performance or other reasonable cause.

1.7 Insurance. Sponsoring Institution shall secure and maintain during the term of this Agreement from an insurance carrier reasonably acceptable to Hospital, but at a minimum with a rating of B++ or higher, government self-insurance pool, or government self-retention fund with comprehensive general and professional liability insurance, and property damage insurance providing minimum limits of liability as follows:

Comprehensive General Liability:	$1,000,000/$1,000,000
Medical-Professional Liability:	$1,000,000/$3,000,000
Property Damage Insurance:	$1,000,000

Sponsoring Institution shall provide insurance to Students which meets such requirements or shall require all Students to possess professional liability insurance coverage prior to the

initiation of the clinical rotation and to require Student to provide a copy of the policy to the Hospital upon request. Upon request by Hospital, Sponsoring Institution shall provide a certificate of insurance evidencing such coverage of the Sponsoring Institution. Sponsoring Institution immediately shall notify Hospital of any notice from its insurance carrier of intent to modify or cancel such insurance coverage.

1.8 Student Health. Sponsoring Institution shall require all Students, and any Faculty who will be on-site at Hospital to comply with the immunization checklist identified in Attachment D attached hereto and incorporated by reference herein.

1.9 **Required Training.** Sponsoring Institution shall require each Student to complete training and education (OSHA approved, where applicable) on the following prior to participating in the clinical education experience: (1) universal precautions and infection control; (2) body mechanics; (3) fire safety and disaster safety; (4) HIPAA; (5) any other training identified by the Hospital.

1.10 Recordkeeping Requirements. Sponsoring Institution shall maintain and supply to Hospital, upon Hospital's request, records demonstrating Student's education and training and/or other documentation that Student's knowledge, experience, and competence are appropriate for the clinical rotation. In addition, Sponsoring Institution shall supply to Hospital, upon Hospital's request, any such records which pertain to Hospital's patients, patient care or employees. Sponsoring Institution shall be responsible for obtaining any necessary authorizations from Students for release of records.

1.11 Damages. Sponsoring Institution shall assume responsibility for the cost of equipment and supplies of Hospital that are broken or damaged by Students.

1.12 Criminal Background Checks and Drug and Alcohol Testing. If required by State law or Hospital policy, Sponsoring Institution shall require criminal background checks and drug and alcohol testing on all Students (using a Hospital approved screening panel) who will be providing direct patient care services at the Hospital. Sponsoring Institution shall provide copies of such criminal background checks and negative test results to Hospital upon request. Fees for the drug and alcohol testing will be paid by the Sponsoring Institution or Student.

1.13 Student Participation Agreement and Waiver. Sponsoring Institution shall require each Student to sign and agree to abide by all provisions of the Student Participation Agreement and Waiver, Attachment A.

1.14 Student Requirements. Sponsoring Institution acknowledges the provisions of the Student Requirements set forth in Attachment D hereto and attests that it maintains documentation to support that it has performed all listed prerequisite checks, that the student has passed the drug screen and that the specified immunizations are up to date prior to the Student being on-site at Hospital. Sponsoring Institution shall furnish such documentation to Hospital upon request.

2. RESPONSIBILITIES OF HOSPITAL

2.1 Patient Care. Hospital shall retain ultimate responsibility for the quality and provision of patient care.

2.2 Resource. Hospital, through its Coordinator and any designated employees, shall serve as a clinical resource for Students in connection with the clinical rotation.

2.3 Program Coordinator. Hospital agrees and hereby designates a Hospital Coordinator who will plan with Faculty for an appropriate Student clinical rotation and designated Hospital employees and/or staff who will provide instruction to individual Students while in the Hospital in connection with the clinical rotation and the Program.

2.4 Refusal of Student. Hospital shall have the right to refuse any Student for any reason unless such refusal is prohibited by law.

2.5 Orientation. Hospital shall provide for the orientation of Faculty and Students to the Hospital's environment, policies, procedures, and rules of conduct and dress, including *Ethics at Work* education. Students and Faculty may also be required to attend all Joint Commission (TJC) and OSHA training on occupational exposure, universal precautions, body mechanics and electrical and fire safety, as well as HIPAA compliance training, that may be required of Hospital's clinical employees and staff.

2.6 Access to Facility. If applicable, Hospital shall make the cafeteria available to Faculty and Students at the Hospital's established prices. Hospital may also make available to Faculty and Students library facilities, classrooms, conference rooms, and other facilities which may be needed and have been arranged in advance in accordance with Hospital policies and scheduling requirements.

2.7 Treatment of Injuries. Hospital shall provide emergency medical treatment consistent with the Hospital policies when injuries are sustained while functioning in the formal capacities of Student or Faculty, as applicable. Hospital will indemnify Student for medical payments incurred as a result of accidents occurring within the scope of Student's duties during the clinical rotation in accordance with all limitations and conditions in Hospital's commercial general liability coverage.

2.8 Educational Resources. Hospital shall, with appropriate planning and notice, make available for the instruction of the Students during supervised educational sessions, appropriate personnel and equipment resources of the department(s) in which the Student are doing clinical rotation and of any related Hospital departments which may add to the clinical educational experience of the Student.

2.9 Authority. Hospital shall retain ultimate administrative authority consistent with the established Hospital policies for all Faculty and Student activities which influence Hospital operations or the direct or indirect care of Hospital's patients.

3. TERM AND TERMINATION

3.1 Term. Unless terminated earlier as provided in this Agreement, this Agreement shall continue for five years, to commence on the 1st day of March, 2024("Start Date"), and continue until the 29th day of February, 2028.

3.2 Termination. This Agreement may be terminated by either party without cause by providing sixty (60) days advance written notice of termination. This Agreement may be terminated by either party with cause by providing thirty (30) days advance written notice of termination, with the notified party having the right to cure the cause within such notice period. This Agreement may be immediately terminated as necessary and determined at the sole discretion of Hospital, for failure to adhere to Hospital policies and procedures or any threat to the health or safety of employees and patients or Hospital operations, or as otherwise provided in this Agreement, including the Addendum to Education Affiliation Agreement Additional Provisions. Hospital agrees that they will continue to work with Sponsoring Institution regarding any Students who may already be in clinical rotations.

4. GENERAL PROVISIONS

4.1 Attire. Students and Faculty may be required to wear attire consistent with Hospital policy, which shall be neat and attractive at all times, and that the cost of the attire or of cleaning shall not be the Hospital's responsibility.

4.2 Limitations of Program. Student assignments are to be of an educational and training nature with the understanding that such assignments are not to be construed to be a substitute for the services of an employee of the Hospital.

4.3 Wages and Benefits. Students are not entitled to wages for activities which are related to the education and training which they receive during the clinical rotation at the Hospital nor are Students entitled to workers' compensation benefits for any injury sustained during the clinical rotation.

4.4 Policies and Procedures. Students and Faculty shall adhere to Hospital's policies relative to matters that concern Hospital's internal operations: there shall be a strict interpretation of, and respect for, information which is received but which is confidential in nature and may pertain to matters related to patient privacy or Hospital's internal operations.

4.5 Performance Evaluation. Faculty and Hospital's Coordinator shall conduct a continuing review of the Program and the clinical rotation.

4.6 In-Services. The Sponsoring Institution, upon request, will assist the department(s) in which Students are doing clinical rotations to develop an exemplary in-service education program comparable to such programs at other similarly situated hospitals.

4.7 Clinical Site Information Form. A Clinical Site Information Form (CSIF) shall be prepared as a supplement of this Agreement. The CSIF shall specify information regarding

the qualifications and responsibilities of the Hospital's Coordinator and such other details as the Hospital and the Sponsoring Institution may agree to be appropriate for clarification.

4.8 Duties. At all times during the term of this Agreement, Sponsoring Institution agrees to abide by the Hospital policies and procedures; and agrees to provide for the consistent performance of patient care processes according to the current standards of TJC.

4.9 Notice. Whenever under the terms of this Agreement written notice is required or permitted to be given by any party to any other party, such notice shall be in writing and shall be deemed to have been sufficiently given if personally delivered, delivered by a national overnight courier service (such as Federal Express), transmitted by electronic facsimile or deposited in the United States Mail, in a properly stamped envelope, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given, at the address hereinafter set forth. Any party hereto may change its address by written notice in accordance with this Section:

Notice to Hospital:	Notice to Sponsoring Institution:
CHI Saint Joseph Health	Lexington-Fayette Urban County Government
One St. Joseph Drive	219 East 3rd Street
Lexington, KY 40504	Lexington, KY 40505
Attn: Clinical Coordinator	Attn: Mayor Linda Goten

4.10 Entire Agreement. This Agreement, including all addenda, attachments and exhibits, constitutes the entire agreement between the parties and supersedes all previous contracts or agreements between the parties which respect of the same subject matter. There are no agreements, representations, or warranties between or among the parties other than those set forth in this Agreement or the documents and agreements referred to in this Agreement or the documents and attachments referred to in this Agreement, including the Addendum.

IN WITNESS WHEREOF, the duly authorized representatives of Hospital and Sponsoring Institution have executed this Agreement as of the date first above written.

SAINT JOSEPH HEALTH SYSTEM, INC.
d/b/a CHI Saint Joseph Health

By: _____
Anthony A. Houston, Ed.D., FACHE
Market Chief Executive Officer
Date: _____

Lexington-Fayette Urban County Government

By: _____
Linda Gorton, Mayor
Date: _____

KENTUCKYONE HEALTH MEDICAL GROUP, INC.
d/b/a CHI Saint Joseph Medical Group

By: _____
Carmel Jones, President
Date: _____

FLAGET HEALTHCARE, INC. d/b/a CHI Saint Joseph Health - Flaget Memorial Hospital

By: _____
Jennifer Nolan, President
Date: _____

ADDENDUM TO EDUCATION AFFILIATION AGREEMENT
ADDITIONAL PROVISIONS

This Addendum is part of that certain Education Affiliation Agreement dated March 1, 2024, by and among Saint Joseph Health System, Inc. and KentuckyOne Health Medical Group, Inc., Flaget Healthcare, Inc. (collectively referred to in this Addendum as "Hospital") and Lexington-Fayette Urban County Government (referred to in this Addendum as "Sponsoring Institution"). In the event any provision of this Addendum conflicts with one or more provisions of the Agreement, then the terms of this Addendum shall apply.

1. General Terms and Conditions.

1.1 **CSH Standards of Conduct.** Sponsoring Institution recognizes that it is essential to the core values of Hospital and CommonSpirit Health (CSH) that all persons and entities contracting with Hospital and CSH at all times conduct themselves in compliance with the highest standards of business ethics and integrity and applicable legal requirements as reflected in the *CSH Standards of Conduct*, as may from time to time be amended by CSH. As of the date of the Agreement, the *CSH Standards of Conduct* are set forth in *Our Values in Action Policy and Reference Guide* ("Guide"), which is available at the following website: https://www.commonspirit.org/content/dam/commonspirit/pdfs/CommonSpirit_ComplianceBooklet07-16-21_vf-s.pdf.

Sponsoring Institution acknowledges that Sponsoring Institution has electronically accessed, obtained or otherwise received a copy of the Guide and has read and understands the same, and hereby agrees that, so long as the Agreement remains in effect, Sponsoring Institution shall act in a manner consistent with, and shall at all times abide by, such *Standards of Conduct*, to the extent the same are applicable to Sponsoring Institution in the performance of the Agreement.

1.2. **Ethical and Religious Directives.** Sponsoring Institution agrees that, throughout the term of the Agreement, Sponsoring Institution, any individual employed by Sponsoring Institution, or any Student enrolled in the Program who provides services pursuant to the Agreement, will provide such services in accordance with *the Ethical and Religious Directives for Catholic Health Care Services,* Sixth Edition, as promulgated by the United States Conference of Catholic Bishops, as amended from time to time, and as interpreted by the local bishop. As of the date of the Agreement, the *Ethical & Religious Directives* are available at the following website: https://www.usccb.org/about/doctrine/ethical-and-religious-directives/upload/ethical-religious-directives-catholic-health-service-sixth-edition-2016-06.pdf

In the event that Hospital determines in good faith that Sponsoring Institution has breached its obligations pursuant to Sections 1.1 or 1.2 of this Exhibit, Hospital may, upon notice to Sponsoring Institution, immediately terminate the Agreement.

1.3. **Invalidity/Excluded Provider Assurances.** In the event a government, administrative, or legislative amendment is made to the provisions of the Social Security Act, or in the event of a court decision or government statement that would render the Agreement illegal, or give rise to the reasonable belief by either party that the Agreement may be in violation of any law, the parties shall attempt in good faith to renegotiate the provisions of the Agreement. If an agreement cannot be reached within thirty (30) days, the Agreement may be immediately terminated by either party. In addition, in an effort to comply with the requirements of Section 1128(b) of the Social Security Act, and the regulations promulgated thereafter, Hospital and Sponsoring Institution mutually certify and warrant as follows:

1.3.1 that the goods or services being furnished and the charges for same, are in compliance with the requirements of Medicare, Medicaid, and state law.

1.3.2 that Sponsoring Institution, or any individual assigned by Sponsoring Institution to provide services pursuant to the Agreement, specifically including all Students, is not and at no time has been excluded from participation in any federally funded health care program, including Medicare or Medicaid. Sponsoring Institution hereby agrees to notify Hospital immediately of any threatened, proposed, or actual exclusion of Sponsoring Institution or any individual providing services to Hospital, including any Student, from any federally funded health care program, including Medicare or Medicaid. In the event that Sponsoring Institution or any individual providing services to Hospital, including any Student, is excluded from participation in any federally funded health care program during the term of the Agreement, or if at any time after the Start Date it is determined that Sponsoring Institution or any individual providing services to Hospital, including any Student, is in breach of this Section, the Agreement shall automatically terminate as of the date of such exclusion or breach. Sponsoring Institution further agrees that any individual employed or contracted by Sponsoring Institution who is excluded from participation in any federally funded health care program during the term of the Agreement shall automatically be deemed ineligible or removed from providing any additional services to Hospital pursuant to the Agreement.

1.3.3 that Sponsoring Institution shall indemnify and hold harmless Hospital against all actions, claims, demands, and liabilities, and against all loss, damage, costs, and expenses, including reasonable attorneys' fees, arising directly or indirectly, out of any violation of this Section by Sponsoring Institution, or due to the exclusion of Sponsoring Institution or any Student providing services to Hospital from a federally funded health care program, including Medicare or Medicaid, or out of an actual or alleged injury to a person or to property as a result of the negligent or intentional act or omission of Sponsoring Institution, or any of Sponsoring Institution's Students, Faculty, employees, agents, or subcontractors providing services, in connection with Sponsoring Institution's obligations under the Agreement, except to the extent any such loss, damage, costs, and expenses were caused by the negligent or intentional act or omission of Hospital, its officers, employees, or agents.

1.3.4 that Sponsoring Institution will not now, or at any time in the future, knowingly employ or otherwise knowingly do business with firms, individuals, or entities under suspension or exclusion from Medicare or Medicaid.

1.4. **Recordkeeping.** If and to the extent required by Section 1395x(v)(1)(I) of Title 42 of the United States Code, until the expiration of four (4) years after the termination of the Agreement, Sponsoring Institution shall make available, upon written request by the Secretary of the Department of Health and Human Services (the Secretary), or upon request by the Comptroller General of the United States General Accounting Office (the Comptroller General), or any of their duly authorized representatives, a copy of the Agreement and such books,

documents, and records as are necessary to certify the nature and extent of the costs of the services provided by Sponsoring Institution under the Agreement. Sponsoring Institution further agrees that, in the event Sponsoring Institution carries out any of its duties under the Agreement through a subcontract with a related organization with a value or cost of Ten Thousand Dollars ($10,000.00) or more over a twelve (12) month period, such subcontract shall contain a provision requiring the related organization to make available until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract upon written request to the Secretary, the Comptroller General, or any of their duly authorized representatives, a copy of such subcontract and such organization's books, documents, and records as are necessary to verify the nature and extent of such costs

1.5. **Access to Books.** The parties agree that, if the Agreement is determined to be a contract within the purview of Section 1861(v)(1)(I) of the Social Security Act and the regulations promulgated in implementation thereof at 42 CFR Part 420, Sponsoring Institution, its agents, employees, officers, and directors agree to make available to the Secretary of the Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, and their duly authorized representatives access to the books, documents, and records of the respective party and such other information as may be required by the Secretary or the Comptroller General to verify the nature and extent of the cost of services provided by Sponsoring Institution. The obligation of Sponsoring Institution to make records available shall extend for four (4) years after the furnishing of the latest service under the Agreement or any renewal.

1.6. **No Kickback.** Nothing in the Agreement shall be construed as an offer for payment by one party to the other of cash or other remuneration, directly or indirectly, in exchange for patient referrals or arrangements or recommendations for any item or service.

1.7. **Responsibility for Own Acts.** Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, demands, and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said party under the Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests.

1.8. **Jeopardy.** Notwithstanding anything to the contrary herein contained, in the event the performance by either party of any term, covenant, condition, or provision of the Agreement jeopardizes the licensure of Hospital, its participation in or payment or reimbursement from Medicare, Medicaid, Blue Cross, or other reimbursement or payment programs, or its full accreditation by TJC or any other state or nationally recognized accreditation organization, or its tax-exempt status, any of its property or financing (or the interest income thereon, as applicable), or will prevent or prohibit any physician, or any other health care professionals or their patients from utilizing Hospital or any of its services, or if for any other reason said performance should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields, Hospital may at its option (i) terminate the Agreement immediately; or (ii) initiate negotiations to resolve the matter through amendments to the Agreement and, if the parties are unable to resolve the matter within thirty (30) days, terminate the Agreement immediately.

1.9. **Confidential Information**

1.9.1 Non-Public Information. Sponsoring Institution shall treat all non-public information obtained as part of the Agreement as confidential and shall not, without written authorization from Hospital, release or share such information with any third party, except as may be required by law. Sponsoring Institution agrees that, before reporting any actual or perceived violation of law to any governmental entity, even if required by law to do so, it will first discuss any potential legal or compliance matter with Hospital's Corporate Responsibility Officer and CSH Legal Counsel and, unless otherwise required by law, provide Hospital an opportunity to investigate and appropriately report any compliance matter brought to its attention by Sponsoring Institution. Further, Sponsoring Institution agrees that it will cause any financial benefit received as a result of reporting any violation or perceived violation of law based on such non-public information to be donated to an organization determined by the IRS to be qualified under Internal Revenue Code Section 501(c)(3).

1.9.2 **Disclosure**. The parties shall hold in confidence the information contained in the Agreement and each of them hereby acknowledges and agrees that all information related to the Agreement, not otherwise known to the public, is confidential and proprietary and is not to be disclosed to third persons without the prior written consent of each of the parties except: To the extent necessary to comply with any law, rule, or regulation, including without limitation any rule or regulation promulgated by the SEC or valid order of any governmental agency or any court of competent jurisdiction; as part of its normal reporting or review procedure, to its auditors and its attorneys; to the extent necessary to obtain appropriate insurance, to its insurance agent; or as necessary to enforce its rights and perform its obligations under the Agreement.

1.10. **Assignment.** Sponsoring Institution may not assign, encumber, or transfer the Agreement in whole or in part nor grant a license or concession in connection therewith without the prior written consent of Hospital. This prohibition shall include any act that has the effect of an assignment or transfer which occurs by operation of law.

1.11. **Endorsements.** Neither party shall use the name of the other party in any promotional or advertising material unless such party has received the prior written consent of the party whose name is to be used. Both parties shall deal with each other publicly and privately in an atmosphere of mutual respect and support, and each party shall maintain good public and patient relations and efficiently handle complaints and inquiries with respect to the services provided under the Agreement.

1.12. **Independent Contractor**. In the performance of the duties and obligations of Sponsoring Institution under this Agreement, it is mutually understood and agreed that Sponsoring Institution is at all times acting and performing as an independent contractor It is expressly agreed by the parties hereto that no work, act, commission or omission of Sponsoring Institution shall be construed to make or render Sponsoring Institution the agent, employee or servant of Hospital. Sponsoring Institution shall be solely responsible for Sponsoring Institution's salary, compensation, benefits, payroll taxes, required insurance, workers' compensation insurance and similar items, and shall indemnify and hold Hospital harmless from and against all such items, liability and costs (and attorneys' fees and other costs of defending against the same) arising from any claim by or on behalf of Sponsoring

Institution, any governmental agency, or any other person alleging that Sponsoring Institution is an employee of Hospital.

1.13. **Waiver.** The waiver by either party of a breach or violation of any provision of the Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

1.14. **Choice of Law.** The Agreement shall be construed and governed by the laws of the state where the Hospital is located applicable to agreements made and to be performed wholly within that state irrespective of its choice-of-law principles.

1.15. **Amendment.** The Agreement may be amended only in writing signed by both parties.

1.16. **Partial Invalidity.** If any provision of the Agreement is found to be invalid or unenforceable by any court or other lawful forum, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of the Agreement, unless such invalidity or unenforceability would defeat an essential business purpose of the Agreement.

1.17. **Survival.** Except as otherwise expressly provided in the Agreement, all covenants, agreements, representations, and warranties, expressed or implied, shall survive the termination of the Agreement, and shall remain in effect and binding upon the parties until they have fulfilled all of their obligations under the Agreement, and the statute of limitations shall not commence to run until the time such obligations have been fulfilled.

1.18. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to the Agreement.

1.19. **Headings.** Headings are included for the purpose of convenience only and shall not affect the interpretation of any provision of the Agreement or any exhibit.

2. Compliance with All Laws, Regulations, and Standards.

2.1. **Compliance.** The parties intend and in good faith believe that the Agreement complies with the provisions of the Taxpayer Bill of Rights 2, the Internal Revenue Code, specifically including the provisions regarding private benefit and private inurement that apply to Hospital as a 501(c)(3) corporation, the Stark law, the Anti-Kickback Statute, and all other federal and state laws (collectively, the laws). If either party holds a reasonable belief that the Agreement is contrary to any provision of the laws or the regulations promulgated thereunder, or any memorandum, case law, or other authority, then the parties agree to attempt in good faith to renegotiate the provisions to their mutual satisfaction. If an agreement cannot be reached within thirty (30) days, either party may immediately terminate the Agreement.

2.2. **Reorganization or Discontinuation of Services.** In the event that Hospital, alone or as a member of a health care system, elects to merge, discontinue, downsize, integrate, restructure or otherwise materially alter the services for which Sponsoring Institution is engaged in, Hospital may first request mutual discussions with Sponsoring Institution in this regard, which discussions shall continue for a thirty (30) day period subsequent to the Hospital's request ("discussion period"). After the expiration of the discussion period, Hospital may elect to terminate this Agreement by providing Sponsoring Institution with at least thirty (30) days advance written notice prior to the effective date of the termination.

2.3. **Health Insurance Portability and Accountability Act of 1996.** Specifically, but not by way of limitation, insofar as Hospital is a Covered Entity, and is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including the final Standards for Privacy of Individually Identifiable Health Information and Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and 164 (Privacy and Security Regulations), and the security and privacy provisions of the American Recovery and Reinvestment Act of 2009 (ARRA), and insofar as Hospital is granting Sponsoring Institution, including Students, access to Hospital's patients' Protected Health Information, permitting Sponsoring Institution, including Students, to create Protected Health Information for Hospital's patients, and use Hospital patients' Protected Health Information for the clinical experience, Sponsoring Institution warrants and agrees as follows:

2.3.1 The Sponsoring Institution shall direct its students to comply with the policies and procedures of Hospital, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164, (HIPAA). Sponsoring Institution agrees to require students to de-identify, as that term is defined by 45 CFR 160.514(b)(2)(i), any report concerning the training which is the subject of this Agreement. Solely for the purposes of defining the Student's role in relation to the use and disclosure of Hospital's protected health information, the Students are defined as members of the Hospital's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the Students are not and shall not be considered to be employees of the Hospital.

2.3.2 Any report or communication involving this training shall contain only de-identified information as defined by 45 CFR 160.514(b)(2)(i) and shall not contain any of the following information:

1. Names;
2. All geographic subdivisions smaller than a State, including street address, city, county, precinct, zip code, and their equivalent geo codes, except for the initial three digits of a zip code if, according to the current publicly available date from the Bureau of the Census: (1) The geographic unit formed by combining all zip codes with the same three initial digits contains more than 20,000 people; and (2) The initial three digits of a zip code for all such geographic units containing 20,000 or fewer people is changed to 000.
3. All elements of dates (except year) for dates directly related to an individual, including birth date, admission date, discharge date, date of death; and all ages over 89 and all elements of dates (including year) indicative of such age, except that such ages and elements may be aggregated into a single category of 90 or older;
4. Telephone numbers;
5. Fax numbers;
6. Electronic mail addresses;
7. Social Security numbers;
8. Medical record numbers;
9. Health plan beneficiary numbers;
10. Account numbers;
11. Certificate/license numbers;
12. Vehicle identifiers and serial numbers, including license plate numbers;
13. Device identifiers and serial numbers;
14. Web Universal Resource Locators (URLs).

2.3.3 This Section 2.3 shall survive the termination of the Agreement.

2.4 **Equal Employment Opportunity**. Hospital is an Equal Employment Opportunity and Affirmative Action employer. As such, 41 CFR 60-1.4(a), 41 CFR 60-300.5, 41 CFR 60-741.5 as well as 29 CFR Part 471, Appendix A to Subpart A are herein incorporated by reference. By acceptance of this contract, Sponsoring Institution represents and warrants that unless exempted under the terms of these applicable laws, it will comply with the forgoing statutes, rules and regulations and all amendments thereto. To the extent applicable, Hospital and Sponsoring Institution shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

2.5 **Stark Master Contract List**. For purposes of compliance with the Stark Law, Hospital maintains a master list of contracts between or among the parties that is updated centrally and is available for review by the Department of Health and Human Services, Office of Inspector General, and/or Centers for Medicare and Medicaid Services upon request.

2.6 **Prohibition on Child Labor and Human Trafficking.** Each party warrants and represents that it shall comply with all federal and state labor and employment laws, and executive orders as applicable and specifically those regarding child labor, procuring commercial sex, using forced labor and human trafficking. This includes but is not limited to the Trafficking Protection Act of 2000, Executive Order – *Strengthening Protections Against Trafficking in Persons in Federal Contracts*, Federal Acquisition Regulations (FAR), the provisions of the International Labor Organization's ("ILO") Minimum Age Convention (No. 138), 1973, and any other laws or regulations that prohibit any form of human trafficking, commercial sex, forced labor, child labor or other exploitation of children in the manufacturing, delivery or provision of products/devices, items or services and as each may be amended from time to time. In addition, in connection with any International Organization for Standardization ("ISO") certification, the parties represent and warrant that as applicable each complies with the Social Accountability Guidelines pursuant to which a party disqualifies any site that uses unacceptable manufacturing practices, such as child labor, forced labor or unsafe or unsanitary working conditions or trafficking of persons as defined by the Trafficking Protocol (United Nations General Assembly, *Protocol to Prevent Suppress and Punish Trafficking in Persons, Especially Women and Children, Supplementing the United Nations Convention Against Transnational Organized Crime*, 15 November 2000, available at http://www.unhcr.org/refworld/docid/4720706c0.html). Sponsoring Institution acknowledges Hospital's efforts on human trafficking found at http://www.catholichealthinit.org/human-trafficking-how-you-can-help.

Lexington-Fayette Urban County Government

By: _____
Linda Gorton, Mayor
Date: _____

Saint Joseph Health System, Inc. d/b/a CHI Saint Joseph Health:

By: _____
Anthony A. Houston, Ed.D., FACHE
Market Chief Executive Officer
Date: _____

KentuckyOne Health Medical Group, Inc. d/b/a CHI Saint Joseph Medical Group:

By: _____
Carmel Jones, President
Date: _____

Flaget Healthcare, Inc. d/b/a CHI Saint Joseph Health - Flaget Memorial Hospital

By: _____
Jennifer Nolan, President
Date: _____

ATTACHMENT A

STUDENT PARTICIPATION AGREEMENT AND WAIVER

I, _____, am a student at Lexington-Fayette Urban County Government ("Sponsoring Institution") during which I will be participating in a clinical rotation at _____ ("Hospital"). As a condition of participation, I agree to the following terms and conditions:

1. I agree to abide by all hospital policies and procedures at all times while I am at the Hospital participating in the clinical rotation. I further agree to undergo any required training regarding OSHA training on occupational exposure, universal precautions and infection control; body mechanics; electrical and fire/disaster safety; HIPAA compliance and any other training required by Hospital.

2. I do not have a medical condition that may cause injury or illness to myself, to Hospital employees, or to the patients that I will be in contact with, that I have not disclosed to Hospital's Coordinator. I agree to inform Hospital's Coordinator if I develop any such condition or disease during the course of my participation in the clinical rotation. Including, but not limited to, runny nose, fever, rash, etc. I agree to undergo a physical health exam before the clinical education rotation begins to include immunizations and tests, per CDC guidelines for: (i) Hepatitis B; (ii) TB Screening; (iii) MMR vaccination(s); (iv) Varicella (chicken pox); (v) influenza vaccine; and (vi) T-DAP if never received or if 10 years since last tetanus. I further agree to provide a physician's statement regarding the status of my health to Hospital upon request.

3. I agree that I will not be an employee of the Hospital and that I will not be entitled to any of the wages and benefits of employment at the Hospital, including worker's compensation.

4. I understand that there is a risk of transmission of disease from a patient to myself and that such transmission can occur without any fault or negligence on the part of the Hospital or its employees. I have health insurance that will provide benefits in the event that I contract or develop a medical condition or disease during the clinical rotation.

5. I agree to sign a confidentiality agreement and to maintain the confidentiality of any patient information I have access to or learn while I am participating in the clinical rotation at the Hospital.

6. I agree to respond promptly to all directions given to me by medical and nursing staff, including any requests to leave any area, immediately.

7. I understand that my failure to comply with the terms and conditions of the Participation Agreement will cause an immediate termination of any right or expectation that I may have to participate in the clinical rotation at the Hospital pursuant to this Participation Agreement.

8. I save and hold harmless Hospital and/or any subsidiaries, affiliates, officers, contractors, providers, directors, employees, servants and agents or other third parties designated by these entities or individuals from any liability for any personal injury or potential exposure or property damage which may occur as a result of my presence in the Hospital.

9. I agree to ensure that any report or communication involving this training shall contain only de-identified information as defined by 45 CFR 160.514(b)(2)(i) and shall not contain any of the following information:

1. Names;
2. All geographic subdivisions smaller than a State, including street address, city, county, precinct, zip code, and their equivalent geo codes, except for the initial three digits of a zip code if, according to the current publicly available data from the Bureau of the Census: (1) The geographic unit formed by combining all zip codes with the same three initial digits contains more than 20,000 people; and (2) The initial three digits of a zip code for all such geographic units containing 20,000 or fewer people is changed to 000.
3. All elements of dates (except year) for dates directly related to an individual, including birth date, admission date, discharge date, date of death; and all ages over 89 and all elements of dates (including year) indicative of such age, except that such ages and elements may be aggregated into a single category of 90 or older;
4. Telephone numbers;
5. Fax numbers;
6. Electronic mail addresses;
7. Social Security numbers;
8. Medical record numbers;
9. Health plan beneficiary numbers;
10. Account numbers;
11. Certificate/license numbers;
12. Vehicle identifiers and serial numbers, including license plate numbers;
13. Device identifiers and serial numbers;
14. Web Universal Resource Locators (URLs).

10. I have also received copies of all applicable polices and procedures, a copy of *Our Values in Action Policy and Reference Guide,* employee handbook, etc. and agree to comply with the terms of these documents.

11. If required by state law or Hospital policy, I agree to consent to undergo criminal background screening and drug and alcohol testing prior to being allowed to begin the clinical rotation at the Hospital.

12. I certify that I am not and at no time have been excluded from participation in any federally funded health care program, including Medicare and Medicaid and further agree to immediately notify Hospital of any threatened, proposed, or actual exclusion.

13. If insurance coverage for me is not provided by the Sponsoring Institution, I agree to obtain professional liability coverage in the amount of one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) annual aggregate from an insurance carrier reasonably acceptable to Hospital, but at a minimum with a rating of B++ or higher. Insurance shall cover all acts, omissions or commissions by me (the Student). I further agree to provide Hospital with a certificate evidencing such insurance upon request.

14. I understand that the Hospital shall provide emergency medical treatment consistent with Hospital's policies if I sustain an injury while functioning in the formal capacity of Student, as applicable. Hospital will indemnify me for medical payments incurred as a result of accidents occurring within the scope of my duties during the clinical rotation in accordance with all limitations and conditions in Hospital's commercial general liability coverage.

By signing below, I acknowledge that I have this Student Participation Agreement and Waiver, that I understand its terms, and that I agree to abide by it.

Signature of Student Date

Witness Date

ATTACHMENT B

CONSENT FOR STUDENT TO SUBMIT TO DRUG AND/OR ALCOHOL TESTING AUTHORIZATION FOR RELEASE OF TEST RESULTS, AND RELEASE OF LIABILITY

I, _____, have been informed that CommonSpirit Health, or the affiliated or related hospital facilities (collectively "CSH" or "Hospital"), its employees or agents and/or my educational sponsoring institution, or the parent, affiliated or related facilities (collectively "Sponsoring Institution"), its employees, or agents, is requesting that I submit to drug and/or alcohol testing to detect the presence of drugs or alcohol for the following reason: (check one)

_____Post-offer/Pre-placement in clinical experiences/program ("Program") at _____ ("Hospital")

_____Reasonable Suspicion/For Cause

I understand that the testing for drugs will be done by a 12-Panel drug screen. I further give my permission for CSH and/or Sponsoring Institution to test for drugs at a higher-level panel drug screen if it chooses. If required by state law, I have received a list of substances for which I will be tested. I have been informed and I understand that my agreement to submit to the requested drug and/or alcohol test(s) is completely voluntary on my part, and that I have the right to refuse to submit to the test(s). I am aware and have been told that I may be required to produce documentation to verify information contained in this consent and that my refusal to submit to the drug and/or alcohol testing or failure to cooperate in any way will be grounds for refusal to allow me to participate in the Program.

I understand and consent to the release of the results of my drug and/or alcohol test(s) to CSH's Human Resource Department, Hospital Human Resources Manager and the Sponsoring Institution, as applicable, or their designees, as may be necessary. I understand that test results will be used to determine if I qualify to participate in the Program or have violated CSH 's or Hospital's rules concerning drug/alcohol use and will be grounds for refusal to allow me to participate in the Program. I understand this information will be kept confidential and disclosed as permitted by law or as necessary per CSH, Hospital and/or Sponsoring Institution policies.

I acknowledge and agree that the sample given by me shall become the property of CSH, the Hospital and/or Sponsoring Institution and I hereby relinquish all rights to ownership and possession thereof. Fees for the initial test will be paid for by the Sponsoring Institution or me. Individuals that undergo post-offer/pre-placement testing do not have the right to request an independent lab to complete an additional analysis from the initial split sample. Following and offer of placement, other types of testing may allow a re-test and if applicable, I must request this additional test within seven (7) business days from the receipt of notification of the original test result by written request to CSH Human Resources, Hospital or the Sponsoring Institution, as applicable. I will be responsible to pay for the additional analysis requested, unless the test result is negative.

Re-disclosure: I understand that the information used and/or disclosed by this authorization may no longer be protected by federal privacy law (also known as HIPAA) and the recipient of my health information may potentially re-disclose it. However, under the Federal Substance Abuse Confidentiality Requirements, 42 CFR Part 2, the recipient may be prohibited from disclosing identifiable substance abuse information.

Expiration: This authorization will expire once stated purpose above is served.

Revocation: I understand that I may revoke the authorization to disclose results (but not my consent to be tested following provision of the sample) at any time prior to disclosure by written notice to CSH or Sponsoring Institution, as applicable at the facility in which you are rotating and directed to the Human Resources Department.

This Authorization is binding: The statements made in this authorization are binding, controlling, and I understand that they take precedence over statements made in CSH 's, Hospital's or Sponsoring Institution's Notice of Privacy Practices.

I agree to **HOLD HARMLESS, RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE CSH**, nor its parent, affiliates, officers, trustees, directors, contractors, providers, agents, employees, related facilities, and physicians, and/or Sponsoring Institution from any and all liability, claims, demands for injury, or other causes of action I have now or may have in the future which may arise from CSH, Hospital and/or Sponsoring Institution, or their designees requesting, performing, disclosing, and using the results of these tests.

I certify that the urine or other specimen to be collected from me will be mine and will not be adulterated, substituted, or diluted in any manner. I certify that the medications I have listed on the following page include any medications that I have taken in the last 48 hours and 30 days.

I have taken the following medications (including over the counter and/or prescription medications or other drugs) within the last **forty-eight (48) hours**:

Brand Name of Drug	**Dosage (Strength Per Day)**	**Length of Time Used**

I have taken the following medications (including over the counter and/or prescription medications or other drugs) within the last **thirty (30) days**:

Brand Name of Drug	Dosage (Strength Per Day)	Length of Time Used

I authorize CSH, Hospital and/or Sponsoring Institution to contact my physician(s) listed below to verify that the medications I have listed were lawfully prescribed.

_____
_____
_____

I hereby represent that I have read and understand the above information and have voluntarily agreed to submit to the requested drug and/or alcohol test by urinalysis, blood and/or other testing requested by the Institution at the laboratory designated, and in recognition of my agreement, sign below.

Signature_____ Date_____

Witness_____ Date_____

ATTACHMENT C

[List and describe each program from the Sponsoring Institution that will be sending Students to receive clinical rotations at Hospital]

Paramedic Training Program

Attachment D - Student Requirements

It is the goal of the Hospital to provide a safe environment for our employees, caregivers, visitors and partners. Hospital will require partner organization such as academic institutions to screen, select and assess students based upon defined requirements including background checks, drug screens and current immunizations in order for any student to utilize any Hospital facility for learning or practice experiences. Hospital makes every effort to ensure equal opportunity to all individuals and abides by the EEO and nondiscrimination provisions of all applicable federal, state, and local laws.

Students should have all prerequisites to include:

- Office of Inspector General check
- National Sexual Offenders Registry check
- Criminal background check for past seven years unless candidate has admitted to convictions older than seven years – then they go back as far as the "oldest" conviction admitted. County searches for the states of residency provided by the candidate and any additional states of residency that the vendor discovers during the rest of the search. State checks for states that provide them based on county checks. National data base. See guidelines listed below.
- Nurse Aide abuse registry check
- Pass a 12-panel drug screen that includes testing for Amphetamines/Meth, Benzoylecgonine (Cocaine), Opiates (Codeine/Morphine), 6-Monoacetyl Morphine (Heroin), THC, Phencyclidine, Barbiturates, Benzodiazepine, Methadone, Propoxyphene, and Alternate Opiates.
- The following immunizations should be up to date prior to the student being on-site:

Immunity Status		**Required Labs**
TB:		T-Spot or QuantiFERON Gold
MMR: (measles, mumps, rubella)		
Documentation of 2 MMR vaccines	**OR**	Draw for Rubeola, Mumps and Rubella Titers
Varicella (chickpen pox)		
Documentation of 2 Varicella vaccines	**OR**	Draw for Varicella Titer
Hepatitis B:		
If vaccine series history		Draw for Hep B Antibody Titer
Influenza Vaccine		October 1-March 31; adjusted based on surveillance
T-DAP if never received or if 10 years		
since last tetanus		

Attachment D (Continued)

Criminal Background Check Guidelines

1	No Record Found or clear record	Meets Company Standards
2	Court disposition of dismissed	Meets Company Standards
3	Traffic or vehicle code violation **includes** traffic misdemeanors (Reckless Driving, Careless Driving) DWOL (Driving Without a License), ordinance violations **excludes** DUI/DWI	If meets academic standards, meets company standards
4	Misdemeanor convictions or misdemeanors pending court disposition	If meets academic standards, meets company standards
5	Misdemeanor convictions for crimes involving the following offenses: drug use or related activity; activity included an essential element of fraud or dishonesty; indecent liberties with a child, sex crimes; or murder, voluntary manslaughter, or other violent crime	Does Not Meet Company Standards
6	Unresolved warrant	If meets academic standards, meets company standards
7	Drunk driving or related charge (one or more convictions	If meets academic standards, meets company standards
8	Worthless (bad) check	If meets academic standards, meets company standards
9a 9b 9c	Misdemeanor marijuana possession charge **providing not within** the last two years Misdemeanor conviction for possession of drugs (controlled substances) and/or paraphernalia. Possession of marijuana in **recent 2 years**	If meets academic standards, meets company standards Does Not Meet Company Standards

		Does Not Meet Company Standards
10	Sale and/or delivery of marijuana and/or controlled substances	Does Not Meet Company Standards
11	Contributing to the delinquency of a minor	If meets academic standards, meets company standards
12	Any felony conviction	Does Not Meet Company Standards
13	Any misdemeanor conviction involving violence (incl. domestic violence)	Does Not Meet Company Standards
14	Three or more misdemeanor convictions (incl. driving w/o license)	Does Not Meet Company Standards
15	False financial statement	If meets academic standards, meets company standards

RESOLUTION NO. ____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH ST. JOSEPH HEALTH, FOR PARAMEDIC ONSITE TRAINING.

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 agreement, which is attached hereto and incorporated herein by reference, with St. Joseph Health, for paramedic onsite training.

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
0396-24:MRS:4876-1852-0503, v. 1

RESOLUTION NO. 220-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH ST. JOSEPH HEALTH, FOR PARAMEDIC ONSITE TRAINING.

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 agreement, which is attached hereto and incorporated herein by reference, with St. Joseph Health, for paramedic onsite training.

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:

CLERK OF URBAN COUNTY COUNCIL

0396-24:MRS:4876-1852-0503, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0400-24

File ID:	0400-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	04/10/2024
File Name:	Konica OnBase Document digitization for the Division of Planning			**Final Action:**	05/09/2024

Title: A Resolution authorizing the Mayor or the Chief Information Officer, on behalf of the Urban County Government to execute the necessary documents for the Lexington-Fayette Urban County Government to procure software and related services under the same terms and conditions as RFP #030321, a Contract between Sourcewell and Konica Minolta Business Solutions U.S.A, Inc., including the Statement of Work related to the scanning of documents to OnBase for the Div. of Planning (cost estimated not to exceed $21,509), which is attached hereto and incorporated herein by reference, and future Statements of Work related to the procurement of software and service solutions for various Depts. and Divs. of the Urban County Government, as further determined to be necessary, cost effective and feasible by the Chief Information Officer and the Div. of Procurement, all subject to the appropriation of sufficient funds. [Dept. of Information Technology, Rodgers]

Notes:

Sponsors:		**Enactment Date:**	05/09/2024
Attachments:	Bluesheet Memo_OnBasePlanning, LFUCG_ Scanning of Binders - Planning Dept 2024-03-06-2024 -KM executed, 06 Konica OnBase Scanning Sourcewell 030321-KON exp 04192025 then 1x 1 year renewal option, RESO 0400-24 Konica & Sourcewell SOWs 4894-4977-2983 v.1.docx, R-221-2024	**Enactment Number:**	R-221-2024
Deed #:		**Hearing Date:**	
Drafter:	Camille Brann	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/23/2024	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 0400-24

Title

A Resolution authorizing the Mayor or the Chief Information Officer, on behalf of the Urban County Government to execute the necessary documents for the Lexington-Fayette Urban County Government to procure software and related services under the same terms and conditions as RFP #030321, a Contract between Sourcewell and Konica Minolta Business Solutions U.S.A, Inc., including the Statement of Work related to the scanning of documents to OnBase for the Div. of Planning (cost estimated not to exceed $21,509), which is attached hereto and incorporated herein by reference, and future Statements of Work related to the procurement of software and service solutions for various Depts. and Divs. of the Urban County Government, as further determined to be necessary, cost effective and feasible by the Chief Information Officer and the Div. of Procurement, all subject to the appropriation of sufficient funds. [Dept. of Information Technology, Rodgers]

Summary

Authorization to execute the necessary documents to procure software and related services under the same terms and conditions as 030321-KON, a Contract between Sourcewell and Konica Minolta Business Solutions U.S.A, Inc., including a Statement of Work related to the scanning of documents to OnBase for the Division of Planning (cost estimated not to exceed $21,509; funds are Budgeted) and any future Statements of Work related to the procurement of software and service solutions for various dept.s and div.s of the Urban County Government, as determined to be necessary, cost effective and feasible by the Chief Information Officer and the Division of Procurement, all subject to the appropriation of sufficient funds. (L0400-24) (Rodgers)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select **Yes**/No, Completed by Tiffany Holskey}

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

Fully Budgeted [select]: Yes

Account Number: 1101-160701-0001-71299 $10,000
1101-202505-0001-71208 $11,509

This Fiscal Year Impact: $21,509

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance: fully Budgeted

MAYOR LINDA GORTON

LEXINGTON

LIZ RODGERS
CHIEF INFORMATION OFFICER

TO: Mayor Linda Gorton,

Honorable Members, Urban County Council

FROM: Liz Rodgers, Chief Information Officer

DATE: April 8, 2024

SUBJECT: Document digitization for the Division of Planning

Request:

Requesting Council approve the Mayor or the Chief Information Officer, on behalf of the Lexington-Fayette Urban County Government, be authorized to execute the necessary documents for the Lexington-Fayette Urban County Government to procure software and related services under the same terms and conditions as 030321-KON, a Contract between Sourcewell and Konica Minolta Business Solutions U.S.A, Inc., including a Statement of Work related to the scanning of documents to OnBase for the Division of Planning (cost estimated not to exceed $21,509), which is attached hereto and incorporated herein by reference, and any future Statements of Work related to the procurement of software and service solutions for various departments and divisions of the urban county government, as determined to be necessary, cost effective and feasible by the Chief Information Officer and the Division of Procurement, all subject to the appropriation of sufficient funds.

Purpose:

The Urban County Government has demonstrated a growing demand for document digitization and automation of document workflows as a means of streamlining handling, processing, and retention, and Hyland OnBase is the UCG's enterprise technology standard for such capabilities. Konica Minolta provides professional services for developing workflow solutions on the OnBase platform, and for scanning of paper documents into digital formats. The Division of Planning seeks to use these services to digitize a large volume of material from the Planning Commission, Board of Adjustments, and Paris Pike Corridor project, which must be retained as final work product. This project will reclaim a large portion of floor space currently used for document storage and provide digital copies for secure retention.

Budgetary Implication:

Costs are projected

Are the funds budgeted? Yes

$10,000 from 1101-160701-0001-71299

$11,509 from 1101-202505-0001-71208

File Number: 0400-24

Director/Commissioner: Rodgers

DocuSign Envelope ID: FF8C03D1-533B-4267-A9F6-A6276E973AB2

Konica Minolta Change Control

Title:		**LFUCG - Planning Services Department**	**Project:**	**Planning Commission Binders**
Date:		**2/23/2024**		
Author:		**Cari Wickstrom**	**Organization:**	**Konica Minolta**
Originator:		Traci Wade, ***Planning Manager, Planning Services***	**Organization:**	**Lexington Fayette Urban County Government**

Proposed Change Description:

LFUCG Planning Services - Implements the adopted comprehensive plan; coordinates development activities; issues zoning compliance permits; provides staff support for the Planning Commission and Board of Adjustment. As a result, the Board and Commissions must retain all documentation related to these plans and activities.

LFUCG Planning has a large volume of Minute Books, Agenda / Minutes from the Planning Commission, Board of Adjustments, and Paris Pike Corridor that must be retained as they are the only complete copy representing the final work product. These books are currently taking up a large portion of space and, if digitized, would make that space available and serve as a disaster recovery copy.

The Planning Services department is currently storing all records on cabinet shelving and filing cabinets and is looking to have those records digitized and moved over into OnBase as an initial project phase.

Project Specifications - General

The processes listed below will be utilized for all projects under this Proposal, subject to Konica Minolta approval or adjustment. The project scope of work will be agreed upon during the Kickoff meeting.

- There will be one person at and one at Konica Minolta responsible for the logistics and transportation of the documents.
- Shipping will be billed as incurred.
- Konica Minolta will scan the documents at 300 DPI.
- All documents will be captured in black and white and autocolor.
- All content will be removed from binders to be scanned. Content on the binder will not be scanned and the binders will be disposed of and not returned to the boxes.
- All data and images will be thoroughly tested via software to ensure all the images associated with the database are viable and uncorrupted.
- Destination document repository:
  - OnBase
- KM will deliver multipage TIFF files with an OnBase DIP file.
- All data deliveries will be made via Secure FTP (SFTP) unless specified otherwise in this Proposal.
- For double-sided (duplex) projects, Konica Minolta will apply our proprietary auto-assisted manual blank page review, Blank Page Eradicator (BPE).
  Most vendors use a method referred to as auto drop-out to delete suspected blanks. The typical threshold used is 2,500 bytes.

DocuSign Envelope ID: FF8C03D1-533B-4267-A9F6-A6276E973AB2

We have found content, such as signature pages or fax headers/footers, that is less than 850 bytes. Using a 2,500-byte threshold would cause the loss of vital data. Using a threshold of less than 850 bytes would result in the delivery and payment of blank pages.
Konica Minolta uses BPE to ensure only blanks are deleted, and no content is lost. This process also ensures that pages with “bleed-through” that would have survived a 2,500-byte drop-out are deleted.

- Konica Minolta performs a proprietary post-process review that identifies and corrects possible “piggyback” documents. Piggy-back documents occur when a barcode slip sheet is not detected by the scanner, resulting in two files being combined. This condition effectively loses the second document, making it almost impossible to find a post-scan.

Project Specification – Planning Commission

The project specifications listed below will be reviewed and agreed upon during a document review.

- There are 96 Binders that are 3.375 inches per binder, containing 100% double-sided (duplex) pages. For purposes of this Proposal, it is assumed that the percent is 100% duplex.
- Document preparation will consist of removing staples, taping up Post-it notes on separate sheets, applying bar-coded slip sheets, and extracting and recording index values. *Planning Commission documentation is prepared Bi-Monthly therefore, there are tabs with a date for each meeting.* The files will be unitized at the Meeting level, creating a single document for each meeting and multiple documents per Binder.
- It is estimated that there is an average of 1,280 images per binder.
- The files contain primarily 8½”x11” pages but may contain pages up to 8½”x14” and large format maps. The maps must be placed in the same location digitally as they are physically. This process will require special processing by the BPO center.
- The Planning Commission books will be indexed by the Meeting Date:
    - *Body* - For Ex *Planning Commission*
    - *Year*
    - *Date*
    - ImageSource
- Doc Type Group: Planning
- Doc Type: Meeting Minutes
- The files contain a mixture of black and white (bitonal) and color pages. Color items will be captured as auto-color.
- Auto Color Detect will be applied to all images. This automated color detection function will attempt to scan the page in color if the color threshold is met. Auto Color Detect does not guarantee 100% capture of color images or color markings on images.

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Project Specification – Board of Adjustment

The project specifications listed below will be reviewed and agreed upon during a document review.

- There are 66 Binders that are 2.67 inches per binder, containing pages that are 100% double-sided (duplex) pages. For purposes of this Proposal, it is assumed that the percent is 100% duplex.
- Document preparation will consist of removing staples, taping up Post-it notes on separate sheets, applying bar-coded slip sheets, extracting and recording index values, and discarding the binders.
    - *Board of Adjustment documentation is prepared Monthly; therefore, there are tabs for each meeting/month of the documentation within the binder.* The files will be unitized at the Meeting level, creating a single document for each meeting and multiple documents per Binder.
- It is estimated that there is an average of 912 images per document/binder.
- The files contain primarily 8½”x11” pages but may contain 8½”x14” and large format maps. The maps must be placed in the same location digitally as they are physically. This process will require special processing by the BPO center.
- The Board of Adjustment binders will be indexed by meeting date:
    - *Body - Board of Adjustments*
    - *Year*
    - *Date*
    - ImageSource
- Doc Type Group: Planning
- Doc Type: Meeting Minutes
- The files contain a mixture of black and white (bitonal) and color pages. Color items will be captured as auto-color.
- Auto Color Detect will be applied to all images. This automated color detection function will attempt to scan the page in color if the color threshold is met. Auto Color Detect does not guarantee 100% capture of color images or color markings on images.

Project Specification – Paris Pike Corridor

The project specifications listed below will be reviewed and agreed upon during a document review.

- There are 4 Binders that are 3.75 inches per finder, containing 100% double-sided (duplex) pages. For purposes of this Proposal, it is assumed that the percent is 100% duplex.
- Document preparation will consist of removing staples, taping up Post-it notes on separate sheets, applying bar-coded slip sheets, extracting and recording index values, and discarding the binders.
    - *Paris Pike Corridor documentation is prepared Quarterly; therefore, there are tabs for each meeting/quarter of the documentation within the binder.* The files will be unitized at the Meeting level, creating a single document for each meeting and multiple documents per Binder. *A single binder may have m*ore than 1 year*.*
- KM will discard the binders after prep.
- It is estimated that there is an average of 1,153 images per document/binder.

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- The files contain primarily 8½”x11” pages but may contain 8½”x14” and large format maps. The maps must be placed in the same location digitally as it is physically. This process will require special processing by the BPO center.
- The Paris Pike Corridor binders will be indexed by the meeting date:
    - *Body - Paris Pike Corridor Commission*
    - *Year*
    - *Date*
    - ImageSource
- Doc Type Group: Planning
- Doc Type: Meeting Minutes
- The files contain a mixture of black and white (bitonal) and color pages. Color items will be captured as auto-color.
- Auto Color Detect will be applied to all images. This automated color detection function will attempt to scan the page in color if the color threshold is met. Auto Color Detect does not guarantee 100% capture of color images or color markings on images.

Project Specification – Exhibits

The project specifications listed below will be reviewed and agreed upon during a document review.

- There are 5 file drawers full of exhibits, 28 inches per drawer, that must be included with the minutes. For purposes of this Proposal, it is assumed that the percent is 100% duplex.
- *The documents are in manila envelopes in the filing cabinets. Document preparation will be performed by the customer, ie, the removal of staples and the* identification of index values (Body, Year, Date) required for each envelope. *Each exhibit is unitized at the manila envelope level, creating a single document for each envelope.*
- *It is estimated that there is an average of 25 images per envelope/document.*
- *The files contain primarily 8½”x11” pages but may contain 8½”x14” and large format maps. The maps must be placed in the same location digitally as they are physically. This process will require special processing by the BPO center.*
- *The Exhibits will be indexed by:*
    - *Body -*
    - *Year*
    - *Date*
    - ImageSource
- *Doc Type Group: Planning*
- *Doc Type: Meeting Minutes*
- The files contain a mixture of black and white (bitonal) and color pages. Color items will be captured as auto-color.
- Auto Color Detect will be applied to all images. This automated color detection function will attempt to scan the page in color if the color threshold is met. Auto Color Detect does not guarantee 100% capture of color images or color markings on images.

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White-Glove Packing

Konica Minolta will provide white-glove packing and transportation; the following services will be provided:

- On-site inventory and box labeling.
- Management of un-shelving and loading for transportation.
- Create box-level manifests, including box number and first and last folder tab.
- Detailed chain-of-custody form.

Transportation:

The documents will be transported to the Konica Minolta processing center via a secure cargo truck. Our drivers do not make any additional pickup stops during transit and will not leave the truck unattended at any time. Prior to transporting documents, both LFUCG and Konica Minolta will review and sign off on the final manifest. Both LFUCG and Konica Minolta will retain a physical copy of the signed manifest. This manifest will be reviewed upon arrival at the Konica Minolta processing center to ensure all contents are accounted for. Each document container is then logged into the Konica Minolta batch/container management system for tracking throughout the capture and return process.

Within 30-days following final data delivery, LFUCG will confirm with KMBS if they elect to either pick up the completed boxes or have KMBS transport them to the LFUCG Archive.

Client Responsibilities

- LFUCG OnBase Systems Administrator will be responsible for Business Analysis related to the OnBase setup and configuration with the Business Unit.
- LFUCG OnBase Systems Administrator will be responsible for creating the OnBase DIP process to export and load the scanned documents into OnBase
- LFUCG OnBase Systems Administrator will be responsible for the OnBase setup. This may include, but is not limited to, the following:
    - User Group and Permissions
    - Document Type Groups
    - Document Types
    - Keywords
    - Custom Query/Retrieval Options

- LFUCG OnBase Systems Administrator will be responsible for the configuration of Full-Text Search: The documents will be OCR'd for full-text search capability, and that will be performed during OnBase ingestion
- LFUCG will communicate the OnBase Configuration to the Konica Minolta project team to ensure alignment with the BPO setup and configuration.

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Project Estimated Pricing Summary

LFUCG has a backfile of hardcopy documents estimated at over 235,713 pages. These are detailed below. The estimates provided for the purposes of pricing are based upon the number of pages estimated by Konica Minolta during a site visit and clarified by phone. LFUCG will be billed based on the unit pricing below for **actual** pages processed.

BACKFILE CAPTURE – UNIT PRICING

Service and Description	Unit Pricing
Scanning at 300 DPI (per standard page)	6¢
Scanning at 300 DPI (per Large Format page)	$2.00
Slip Sheet Printing (per document)	3.1¢
Indexing (per field, per document, maximum 15 characters per field)	5¢
Match and Merge (per document)	3.5¢
Document Preparation (per hour)	$28
Image/Index QA and Publication, including Delivery Media Master (per GB)	$75

SUMMARIZED EXTENDED BACKFILE COST

Project Name	Pages	Documents	Extended Estimated Price
Planning Commission	123,030	360	$11,242
Board of Adjustment	60,224	177	$5,649
Paris Pike Corridor	4,614	14	$422
Exhibits	47,740	140	$4,196
		Totals:	**$21,509**

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KONICA MINOLTA

WHITE GLOVE PACKING, TRANSPORTATION, AND DESTRUCTION -

Packing, Transportation, and Destruction Pricing*	Estimated Cost
White-glove transportation and supplies – Estimate assumes 1 Trip, picking up 24 boxes that will be near an exit door or on a loading dock for loading Pick up Address: **Planning Office. Phoenix Building – 7th Floor. 101 E. Vine St.** Lexington, KY ·	$370
Return Transportation – Estimate assumes 1 Trip, picking up 24 boxes that will be near an exit door or on a loading dock for loading Return Address is: **1306 Versailles Road Lexington, KY**	$150

Approved	Defer Until:	Declined
Y/N	Date:	Y/N
Reasons/Comments:		
Payment Terms:		

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FINAL APPROVALS

Client Name: Lexington-Fayette County Government (LFUCG)

This SOW is subject to the terms and pricing under the Sourcewell Contract dated October 30, 2020, contract number 090320-KON for Public Sector and Education Administration Software Solutions and Related Services.

AGREED AND ACCEPTED by an authorized representative of each party.

Lexington-Fayette County Government (LFUCG) Approval

Title	Approver	Signature	Date Signed

Konica Minolta Approval

Title	Approver	Signature	Date Signed
National BPO Director	Phil DeSimone	DocuSigned by: Phil DeSimone D10E4003D61A466...	3/6/2024

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Solicitation Number: RFP #030321

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Konica Minolta Business Solutions U.S.A., Inc., 1595 Spring Hill Road, Suite 410, Vienna, VA 22182 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 19, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and that all Vendor-branded equipment and products are free from defects in design, materials, and workmanship. Third-party branded equipment and products are covered exclusively by the terms of the third-party manufacturer's warranty. In addition, Vendor warrants that Vendor-branded equipment and products will perform in accordance with the manufacturer's specifications, and the services will be performed in a professional, workmanlike manner, in accordance with industry standards as described in the statement of work. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty and can be transferred will be passed on to the Participating Entity.

Vendor's entire liability for any warranty claim shall be for Vendor to repair or replace the defective Equipment and/or Products or re-perform the deficient Services, or, if Vendor fails to correct such defect or deficiency within thirty (30) days of notice of a claim, to void the invoice for the defective Equipment or Product or deficient Services. Vendor shall have no obligation with respect to a warranty claim (i) if notified of such claim more than thirty (30) days after the Product in question was delivered or the Services in question were first performed or (ii) if the claim is the result of third-party hardware or software failures, or the actions of Participating Entity or a third party. THIS SECTION SETS FORTH THE ONLY WARRANTIES MADE BY VENDOR. VENDOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

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3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

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Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

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to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures made available to Vendor prior to the commencement of services, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

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D. TERMINATION OF ORDERS. Participating Entities may terminate an unfulfilled order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity and such breach continues for a period of 30 days after written notice and opportunity to cure.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;

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- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

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10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract. Audits will be subject to reasonable conditions Vendor may impose to protect the confidentiality, integrity, and availability of its data and systems, will be conducted during Vendor's normal business hours, with reasonable advance written notice to Vendor, and with minimal disruption to Vendor's business.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action, including reasonable attorneys' fees, for bodily injury, including death, or real or tangible property damage arising out of the performance of this Contract by the Vendor or its agents or employees to the extent caused by the negligence (or greater culpability) of Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Vendor's indemnification obligations under this section are conditioned upon

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the indemnified party: (i) promptly notifying Vendor of any claim in writing; and, (ii) cooperating with Vendor in the defense of the claim.

Vendor is not liable to Sourcewell or Participating Entities under this Contract for any indirect, incidental, special, punitive, exemplary, or consequential damages (including, without limitation, damages for interruption of services, loss of business, loss of profits, loss of revenue, loss of data, or loss or increased expense of use), whether in an action in contract, warranty, tort (including, without limitation, negligence), or strict liability, even if the parties have been advised of the possibility of such liabilities.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
    a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
    b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
    a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

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b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws, except to the extent the violation of applicable patent or copyright laws was caused by Sourcewell, a Participating Entity, or a party under their direction or control. Vendor's indemnification obligations under this section are conditioned upon the indemnified party: (i) promptly notifying Vendor of any claim in writing; and, (ii) cooperating with Vendor in the defense of the claim.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

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15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default other than payment obligations, caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure (not less than 30 days) must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Vendor agrees that renewal certificates must be provided within ten (10) days after inception of the renewal policies and will be issued by Vendor's insurance broker(s).

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to include Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the

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procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5).

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Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have 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. Vendors must 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 non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring

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solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 4/19/2021 | 9:49 AM CDT

Approved by:
DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 4/22/2021 | 9:51 AM CDT

Konica Minolta Business Solutions U.S.A., Inc.

DocuSigned by:
By: kristen Mckenna
8AA1BAB6FBE54BB...
Kristen McKenna
Title: State and Cooperative Contract Manager

Date: 4/22/2021 | 10:31 AM EDT

RFP 030321 - Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services

Vendor Details

Company Name:	Konica Minolta Business Solutions U.S.A., Inc.
Address:	1595 Spring Hill Rd Suite 410 Vienna, VA 22182
Contact:	Scott McCool
Email:	smccool@kmbs.konicaminolta.us
Phone:	303-941-9746
HST#:	13-1921089

Submission Details

Created On:	Tuesday January 12, 2021 09:39:32
Submitted On:	Wednesday March 03, 2021 09:42:28
Submitted By:	Nitzia Payne
Email:	statebids@kmbs.konicaminolta.us
Transaction #:	213eada9-67f0-461c-8324-d5e04967ec9d
Submitter's IP Address:	100.15.33.218

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Konica Minolta Business Solutions U.S.A., Inc. (Konica Minolta)	*
2	Proposer Address:	1595 Spring Hill Road, Suite 410, Vienna, VA 22182	*
3	Proposer website address:	http://kmbs.konicaminolta.us	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Kristen McKenna, State and Cooperative Contract Manager 1595 Spring Hill Road, Suite 410 Vienna, VA 22102 kristen.mckenna@kmbs.konicaminolta.us 703-760-3551	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kristen McKenna, State and Cooperative Contract Manager 1595 Spring Hill Road, Suite 410 Vienna, VA 22102 kristen.mckenna@kmbs.konicaminolta.us 703-760-3551	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Scott McCool Manager of National Cooperative Sales 1595 Spring Hill Road, Suite 410 Vienna, VA 22182 smccool@kmbs.konicaminolta.us 303-941-9746 Nitzia Payne State and Cooperative Contract Specialist 1595 Spring Hill Road, Suite 410 Vienna, VA 22182 npayne@kmbs.konicaminolta.us 703-637-1540	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	History of our Company It all began in 1873, when Rokusaburo Sugiura began selling photographic materials in Tokyo. By 1900, the company had developed its first camera. Japan's first plain paper copier was introduced in 1971. A merger of Konica and Minolta was accomplished in 2003, creating a corporate giant with wide-ranging expertise in digital, optical and electronic technology. In 2003, Konica Corporation and Minolta Co., Ltd., who had long fostered a relationship of mutual trust through partnerships in the field of business technologies, became one company through management integration with a view to increasing competitiveness and maximizing corporate values. The new company made a fresh start in October 2003 under a new corporate system comprised of a holding company, business companies and common function companies, following reorganization and integration of the business units within the group. In 2013, the group management system of our company reorganized and the company name changed to Konica Minolta, Inc. Konica Minolta U.S.A. Inc. is a subsidiary of Konica Minolta Inc. While Konica Minolta had maintained a holding company system since its inception in 2003, seven companies in the group were merged in April 2013 as part of a reorganization of the management system. Under this new structure, the company's trade name was changed to Konica Minolta, Inc.	

		from Konica Minolta Holdings, which indicated a pure holding company status. This reorganization aimed to accelerate various initiatives designed to increase corporate value by enhancing management capabilities in the Business Technologies Business, facilitating strategic and agile utilization of management resources, and building systems to support efficient operation. KONICA MINOLTA TODAY Konica Minolta is a leader in enterprise content management, technology optimization and cloud services. Our solutions help organizations improve their speed to market, manage technology costs, and facilitate the sharing of information to increase productivity. Operating as a Complete Solution Provider, we hold and manage numerous contracts with top rated FORTUNE© 1000 Companies, as well as smaller and mid-sized corporations and businesses around the country. Konica Minolta is also a successful contractor to many federal, state and local public sector agencies. In support of our numerous public sector customers, we have a dedicated contract, sales and marketing office located near our Nation's Capital. We are continually recognized as an innovator in the Imaging Technology field, and as the industry benchmark for all customer support. Konica Minolta sells and services the products we manufacture, ensuring we have the resources to properly support our customers in both the products we sell and the services we provide. By capitalizing on the financial strength of our $10 billion organization, Konica Minolta possesses every capability necessary to become an effective and efficient business partner. We cultivate and maintain effective strategic partnerships with numerous solutions manufacturers, allowing us to present innovative and comprehensive programs that meet and, more often, exceed the expectations of client workgroup administrators. Innovative Solutions to Give Shape to Ideas Operating as a Complete Solution Provider, we hold and manage numerous contracts with top rated FORTUNE© 1000 Companies, as well as smaller and mid-sized corporations and businesses around the country. Konica Minolta is also a successful contractor to many federal, state and local public sector agencies. We are continually recognized as an innovator in the Imaging Technology field, and an industry benchmark in customer support. Our Philosophy and Core Values The Creation of New Value We believe in bringing the ideas of customers and society to life through innovation and contributing to the creation of a high-quality society. We're determined to be a company vital to humanity by providing exciting innovation that exceeds expectations. We're committed to being a company that stands firmly in the tracks of our values even in difficult times with a solid and quality business base, ensuring we remain courageous and ready to provide new value in the face of any challenge. This is the reason Konica Minolta exists. And what guides everything we do as a company. It is our goal to identify the values that our customers and society as a whole, seek — and then do what we can do to meet those needs. Vision - Possessing a mindset that drives us to best serve and improve the quality of society in all our activities, we are determined to become a company that is vital to global society by providing excitement that exceeds the expectations of all. Our 6 Values are the essence of our innermost beliefs and define how we go about our business and act towards all our partners. They articulate what we stand for and direct our decision making. ● Open and Honest ● Customer-centric ● Innovative ● Passionate ● Inclusive and Collaborative ● Accountable	*
8	What are your company's expectations in the event of an award?	Konica Minolta expects to continue to provide Sourcewell with a contract scope that allows its clients to implement office technologies, software and services that support their digitalization and digital life cycle initiatives. As a current supplier with over $20M of annual sales to participating agencies, this Sourcewell award will continue to be marketed as a powerful contract to achieve Konica Minolta's public sector goals.	*

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see attached past 3 years annual reports. BANK REFERENCE: Type of Account: Deposit Account No. 50227866 Bank of America – Connecticut 185 Asylum Street Hartford, CT 06103 Contact: Leslie Robertson – Vice President Phone: 860-952-7490 Fax: 860-952-7515	*
10	What is your US market share for the solutions that you are proposing?	Our multi-function printer A3 color market share is 17.4% and A3 black and white market share is 12.5%.	*
11	What is your Canadian market share for the solutions that you are proposing?	Konica Minolta can provide our solutions through our direct channels in Canada. We do not track market share for the proposed solutions in Canada.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a. Not applicable. b. Our products and services are offered nationwide by more than 813 representatives at 125 direct sales locations. Moreover, 300+ authorized dealers with approximately 10,000 representatives cover all 50 states and understand the local markets where they sell, deliver and provide services. Each has relationships with the schools, local governments, universities, non-profits and other participating entities - many of which are current customers. Those relationships have greatly assisted in delivering our products and services of the previous Konica Minolta-held Sourcewell contract and will continue to do so for this award. Konica Minolta is committed to providing our mutual clients with a world-class service program that complements our advanced product line. Should Konica Minolta extend this contract to Canadian participating agencies, Konica Minolta covers most (may be limited in remote locations) of the territory through 12 direct branches and a 100+ dealer network.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Not applicable.	*
15	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Konica Minolta has not had any contracts terminated by either party prior to the end of the contract term in the preceding ten (10) years to the best of our knowledge.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	

16	Describe any relevant industry awards or recognition that your company has received in the past five years	Industry Recognition Nikkei Environmental Management Survey Ranked #1 of 413 companies for the 2nd consecutive year in the 19th annual Nikkei Environmental Management Survey, an evaluation of sustainability initiatives in environmental and business management. Brand Keys #1 Brand for Customer Loyalty in the MFP Office Copier Market by Brand Keys for fourteen consecutive years Dow Jones Sustainability World Index DJSI World – ninth consecutive year DJSI Asia Pacific - twelfth consecutive year RobecoSAM Awarded Industry Leader for the second consecutive year Gold Class 2019; a global distinction for corporate sustainability, by RobecoSAM, an investment specialist focused exclusively on Sustainability Investing, based in Switzerland. Carbon Disclosure Project (CDP) Konica Minolta has secured a position on the Japan 500 Climate Disclosure Leadership Index (CDLI) for the fifth time, for disclosing extensive carbon emissions & energy data-exemplifying a high level of transparency. Product Recognition Buyers Laboratory LLC Awarded BLI 2021 A3 Line of The Year Award Awarded BLI 2021 Winter A3 Pick and Outstanding Achievement Awards Buyers Laboratory LLC All Covered, a Division of Konica Minolta was named the 2020-2021 Pacesetter for Managed IT Services. Buyers Laboratory LLC Awarded BLI 2021 Inaugural BLI Color Consistency Awards for A3 Device Families	*
17	What percentage of your sales are to the governmental sector in the past three years	For the 12-month periods ending July 2018, July 2019, and July 2020, the percent of Konica Minolta's Direct Channel business (excluding service) in the KMBS-defined Government sector accounted for 9.9%, 9.3%, and 10.6% of overall revenue respectively.	*
18	What percentage of your sales are to the education sector in the past three years	For the 12-month periods ending July 2018, July 2019, and July 2020, the percent of Konica Minolta's Direct Channel business (excluding service) in the Education sector accounted for 9.8%, 10.4%, and 8.8% of overall revenue respectively.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	AEPA ● 2020 - $21,908,242 ● 2019 - $27,877,950 ● 2018 - $32,353,669 KPN Interactive White Boards ● 2020 - $99,078 ● 2019 - $192,265 ● 2018 - $288,824 NASPO ValuePoint ● 2020 - $32,756,869 ● 2019 - $30,768,495 ● 2018 - $32,153,999 Konica Minolta also currently holds a contract with Region 4 ESC, powered by OMNIA Partners for copiers and related products and services that was not effective until June 2020, as well as a KPN contract for security cameras that was awarded in January 2020. Region 4 ESC, powered by OMNIA Partners – 2020 – $114,794 KPN Security Cameras – 2020 – $158, 164 ● 2020 - Konica Minolta currently holds 47 Statewide Contracts within the following States: AZ, AR, AL, AK, CA, CO, CT, FL, HI, IA, KY, MD, MA, MI, MO, MS, NE, ND, NV, NM, NJ, NY, OH, OK, PA, SC, SD, TX, UT, VT, WA, WI Sales data is available upon request.	*

20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GS-03F-135DA GS-25F-0030M (renewals only) ● 2018 - $22,324,366 ● 2019 - $22,964,615 ● 2020 - $21,742,020	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
North Kansas City Schools	Stacy Swenson, Director of Purchasing	816-321-4450	*
Dallas College	Maria Garza, CASP, Senior Director – Purchasing Services	972-860-4009	*
City of Mission Viejo	Sherry Merrifield, Administrative Services Analyst	949-470-3059	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Various Public Sector Entities	Government	California - CA	MFPs, Printers, Solutions, ECM, Professional Services, MPS, Wide Format, 3D, Classroom, IT Services, Security Cameras, Managed Voice	Ranges from $50 - $2M	$107,097,662	*
Various Public Sector Entities	Government	New York - NY	MFPs, Printers, Solutions, ECM, Professional Services, MPS, Wide Format, 3D, Classroom, IT Services, Security Cameras, Managed Voice	Ranges from $50 - $2M	$71,828,160	*
Various Public Sector Entities	Government	Florida - FL	MFPs, Printers, Solutions, ECM, Professional Services, MPS, Wide Format, 3D, Classroom, IT Services, Security Cameras, Managed Voice	Ranges from $50 - $2M	$58,173,158	*
Various Public Sector Entities	Government	Texas - TX	MFPs, Printers, Solutions, ECM, Professional Services, MPS, Wide Format, 3D, Classroom, IT Services, Security Cameras, Managed Voice	Ranges from $50 - $2M	$51,393,073	*
Various Public Sector Entities	Government	Illinois - IL	MFPs, Printers, Solutions, ECM, Professional Services, MPS, Wide Format, 3D, Classroom, IT Services, Security Cameras, Managed Voice	Ranges from $50 - $2M	$42,309,903	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

23	Sales force.	Our products and services are offered nationwide by more than 125 direct branch sales locations, and by approximately 300 Konica Minolta authorized dealers. This network is responsible for both the sales and service of placed products and services. We have over 813 representatives nationally to support this contract with our direct branches, and over 10,000 authorized dealer employees. We maintain 12 national distribution centers, including a major distribution warehouse complex in Brooks, Kentucky, just minutes from a central UPS shipping hub, conveniently allowing us to serve the document production and management needs of client companies throughout North America in a minimum amount of time. Specific to the public sector vertical and this contract award, Konica Minolta employs a Public Sector Sales Team comprised of a National Director of Government Sales, Manager of National Cooperative Sales, 2 Regional Director of Government Sales, and 11 Government Account Managers. The Government Account Managers are responsible for all public sector sales including state, local, education and federal. These individuals work closely with our direct branches and dealers to educate them on the contracts and assist with participating agencies within their designated territories. The State Contracts Department is responsible for the overall management and compliance of all of our state and national cooperative contracts. Our contracts department manages over 54 state contracts nationally and its national cooperative contracts.
24	Dealer network or other distribution methods.	Konica Minolta is committed to providing participating agencies with a world-class service program that complements our advanced product line. We have gone to great lengths to establish a nationwide service program that is effective, simple to manage and efficient in delivering comprehensive service, while also achieving our overall goals of increased reliability and customer satisfaction. To meet these goals, Konica Minolta has invested vast resources into the development of a service maintenance and support program that is recognized by many experts as the best in the industry. All of our branches and dealers will sell and service in their assigned territories. They will be responsible for upholding all terms, conditions and pricing of the contract, and selling in a professional manner to all participating agencies. They will be responsible for installing equipment and training the clients on the use of the equipment. After installation, they will be responsible for service on the equipment installed. All Konica Minolta authorized dealers are contractually bound to uphold all pricing terms and conditions of Konica Minolta held contracts. Konica Minolta will hold quarterly meetings with our sales and servicing branches and dealers to discuss the contract, issues, sales progress and performance. We have included a list of all of our direct branches and authorized dealer locations that provide support from technical services to installation and training.
25	Service force.	Reliable, Centralized Service Dispatch Systems Konica Minolta's proposal to you includes a centralized service call request process that will ensure timely response to all service requests. While Konica Minolta utilizes a vast network of service providers, the service call process has been standardized, through the Konica Minolta's GCS (GLOBAL CLIENT SERVICES), located in our bizhub customer care centers in Oldsmar, Florida and Phoenix, Arizona. The GCS is staffed 24 hours a day, 365 days per year, with trained customer support professionals. They ensure each customer receives consistently high levels of service in a simple to manage manner. All your locations will be provided toll-free and web-based access to the GCS, in order to simplify the process of requesting service for your fleet. Users can initiate a service call either through the dedicated toll-free hotline or www.MyKMBS.com, our interactive fleet management site, from anywhere at any time. Upon receipt of a service request, a Customer Support Representative enters all machine and call related information into the Konica Minolta SAP-based Service Management system, which automatically creates a unique service ticket and immediately notifies the assigned Konica Minolta branch technician or Authorized Dealer dispatcher of a new service call. Within 1 hour of receipt of call, the technician or dispatcher will contact the requestor to confirm call receipt and provide an estimated time of arrival. Upon completion of all service calls, the technician "closes" the call in SAP, which gathers details regarding the call, including response time, machine volume and service issue for future reporting.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Every participating agency is unique. Order processes, shipping and installation will vary based on the client's specific needs. Your Konica Minolta Account Management Team will tailor an order process around how you conduct business, to make equipment acquisition as seamless as possible for all locations. Typically, the Major Account Management Team or local sales and service provider will first assist in analyzing the actual needs of the location and then recommend a right-sized solution for the environment. Order documents will then be prepared for either purchase or

lease and submitted directly to your dedicated Major Account Management Team. Konica Minolta or Dealer administrators will then process the order through our SAP-based operations system. Orders are usually entered into our system within 24 hours of receipt of proper order documentation. Within 10-14 business days, the order will be shipped from a Konica Minolta Regional Distribution Center to a staging area for pre-installation activities. The local Konica Minolta Administrator will then coordinate a delivery and installation schedule with the local end user location, our drivers will deliver on set date, a technician will follow within four hours after the delivery to install and our local trainer will call to schedule training. Orders for consumable supplies can be placed through our web-based fleet management tool, www.MyKMBS.com or by toll-free phone number.

Upon receipt of an order request from a client the Konica Minolta Major Account Representative will process the requested order as follows:

- Requested order is immediately input from the order- processing center through the Konica Minolta Corporate Order Entry System
- Within 24 hours an Order Number is generated against the order input
- Within 24 hours inventory is checked for availability at the Branch Servicing Center (BSC)
- Upon confirmation of inventory availability, a serial number is assigned to the order
- Upon assignment of serial number, the schedule ship date/delivery date is confirmed
- Upon shipping, an invoice number is immediately generated
- Upon shipping confirmation, the unit (s) is entered into the KM SAP System, which is the database/software that supports the Global Client Services (GCS). Upon entry into SAP, the unit(s) is immediately scheduled for technical setup at the customer location.

All of the order information from time of order input is tracked by the Konica Minolta branch administrator and assigned Konica Minolta Account Representative. The order entry system is an enterprise wide system offering available access from any KM desktop or networked laptop as well as remote dial up access.

Hours of operation
Konica Minolta's Direct branch employees with be available between the hours of 8-5. Additional assistance during normal business hours and after hours can be obtained through our Global Client Services (GCS). Konica Minolta's Global Client Services (GCS) is staffed 7 x 24 hours/day 365 days/year.

Problem identification and Resolution
Multiple Departments are involved with Business Process Flow for problem identification and resolution. These departments are-

Global Client Services (GCS) – Creates the Service Notification in SAP
Printer Support – Works with Customer to Resolve or Escalate the Service Notification
Service Operations – Provide Replacement Parts to Repair Equipment
Branch / Dealer – On-site Service Support

The Printer Support Group will triage any issues with the following steps:
"MOBILE" Service Notifications directed to Printer Support Routed via Contact to Advisor to triage the problem

If Problem Resolved – Close service notification in SAP
If Problem Escalated – On site support required.

Printer Support works with customer to make sure problem is resolved to customer satisfaction.

Printer Support Advisor updates notes in SAP such as
- Describes Problem Resolution
- TAP (Telephone Assistance) Priority
- Updates SAP service notification information

Customer up and running – SAP updated and the service notification is closed.

Global Client Services
All calls regarding equipment, supplies, consumables, software solutions, and help desk support will go through our Konica Minolta Global Customer Support Center. Konica Minolta utilizes two centralized, service dispatch operations as part of our GCS, and they are located in Florida and Arizona. They manage all reporting for our services and follow-up calls. In addition, Konica Minolta accepts calls for the above services via the Internet, and at MyKMBS.com. The GCS has the capability to handle voice calls in English, French and Spanish as well as TTY capabilities for the hearing impaired.
We have 24 hours a day / 7 days a week ("24/7") support through our Global Client

Services. Our GCS is staffed 7x24 hours/day, 365 days /year. During normal staffing days, we have as many as 145 agents on the phones handling transactions. Our GCS contact information is 800-456-5664. The email is GCS@kmbs.konicaminolta.us and the fax is 800-967-0410. We understand that answering services, pagers and/or answering machines are not an acceptable means of communication for awarded Contractors. The GCS uses sophisticated staffing algorithms to determine the appropriate number of customer service agents required to handle call volumes. The staffing levels are based on historical information as well as predicted spikes or lulls due to business activity. For after hours, weekend and holiday coverage the GCS utilizes a minimal staffing level that meets our customer's business needs and requirements. During normal staffing days we have as many as 145 agents on the phones handling transactions.

The GCS tracks its call volume and utilizes skills based routing to ensure calls are routed to the appropriate agent. On a typical day during the business week, the GCS handles between 5,500 6,000 calls/day.

The GCS's average queue time for a service call is 25 - 30 seconds. The caller also is provided options for self-service applications using our telephony routing system as well as via the Internet.

Service call information is immediately and automatically transmitted to the field technician's hand held device as soon as the service notification is opened in Konica Minolta's service management system.

We will also utilize our Professional Services and Support Team. This team is comprised of:

1. Consultants and analysts who are dedicated to understanding the customer's enterprise print environment, and will provide leadership in the areas of assessment methodology development and planning, optimization/rationalization analysis and continued monitoring.
2. Architecture Design and Infrastructure Readiness Specialists who provide technical consulting services and prepare the customer to design, build and support the technical infrastructure for the recommended solution
3. Deployment Service Team that provide device deployment services to help drive fast and efficient installation activities
4. Technical Support Services who provide knowledge transfer to designated customer core team member through their insight into the functional process and technical workings of server and device side print software components.

bizhub MFDs:
- 1 hour guaranteed call back
- Minimum 95% average fleet uptime
- Guaranteed response times

bizhub Production Print
- 1 hour guaranteed call back
- Minimum 98% average fleet uptime
- Guaranteed response times

bizhub Printers
- Break/Fix-Trouble shooting via phone
- Next business day onsite service

Expert Support
Technicians
- Product Certified
- Certified on network and software applications
- Real time visibility into available stock
- Escalation support from engineers at Systems Solutions & Development (SSD)
- Continuous Training Program

Client Services Desk (option)
- Support for networked multifunctional peripherals, applications & IT environments
- Certified System Support Engineers available via Web-based & Toll-Free
- Certified Microsoft Partner
- Virtual Onsite Support (VOS) for remote updates & troubleshooting

MyKMBS
Konica Minolta offers participating agencies a unique web-based management-reporting tool, www.MyKMBS.com, which allows clients to quickly and easily manage the equipment in their fleet. MyKMBS offers the ability to place service calls and order supplies online, as well as run ad hoc fleet management reports, which include usage, uptime and other valuable data relevant to your fleet. The primary focus of MyKMBS.com is to provide clients with an on-line service management tool, designed to manage their equipment fleet more efficiently. Additionally, it provides an outlet for Konica Minolta to communicate with clients in a way never before possible. This site provides 24 hour a day, 7 days a week real-time access to all of your

equipment information needs, an offering only available through Konica Minolta.
My MyKMBS.com is intended to provide Konica Minolta clients with a unique perspective into their account. This application allows the client to view pertinent, consolidated information that would normally be provided on a manual case-to-case basis. All information provided is real time and accurate information, which is linked directly to the Konica Minolta SAP operating system for seamless information flow. All reports include data on a rolling 90-day period, allowing our clients to view the most up to date information possible. In addition, all reports can easily be downloaded directly into Microsoft Excel, providing a simple method to sort and retain data. Available reports include:
General Fleet Information

- Provides an overview of the entire fleet, including equipment installation dates and service contract coverage dates.
- Fleet Uptime Performance
- Provides uptime and response time statistics for the entire fleet, including the average monthly copy volume and copies between calls.
- Equipment by Location
- A customized inventory report detailing the location of all machines.
- Open Service Calls
- View a list of all open service calls for the entire fleet, and monitor response times.

Konica Minolta also provides a 3 in 30 report, which creates a hot list of problematic machines should a particular unit require more than 3 legitimate service calls in a 30 day period. In such cases, the assigned Technical Manager is automatically alerted to escalate the service issue. Additionally all critical information of the account is turned RED on all display screens throughout the system until the issues have been resolved

Escalation Process
Konica Minolta has a multi-phase escalation process designed to determine the root cause of any failure to achieve service standards. This process is enforced to initiate corrective actions, ensuring that any service failures are promptly rectified, and service is returned to acceptable levels. We empower our people to deliver excellence in service day after day.

First Level Support:
All first level technical support will be provided by our factory trained and authorized Konica Minolta service technicians. Konica Minolta technicians will be available to provide on-site support to troubleshoot contract related hardware, software, and network issues. Each technician is fully trained in all aspects of the Konica Minolta products they service, and many have additional network certifications to provide complete support. In addition, all certified technicians maintain direct access to Konica Minolta's Technical Support Team to assist in troubleshooting and problem resolution.

Second Level Support:
The Konica Minolta Systems Solutions and Development Division (SSD) will provide second level support via direct communication with authorized technicians. The primary objective of the SSD is to provide technical and integration-support services to support the technical needs of participating agencies.

Upon receipt of inquiry, the SSD evaluates the data it receives to determine trends regarding service, reliability, operation, and safety. The data used comes from problems reported via the hotline, less urgent voice mail, internet, written communications from field personnel, field surveys, spare parts usage, and reports of on-site visits by Konica Minolta's personnel.

If a trend is observed, the matter is referred to the appropriate departments for manufacturing changes, field modification programs, and technical bulletins. Useful serviceability and reliability information collected from the above sources is immediately available to all authorized service technicians, ensuring they have ready access to all current data to assist in supporting the technical functionality of all equipment installed throughout our clients' sites.

Third Level Support:
If the SSD is unable to resolve the issue in conjunction with the local systems engineer, the open issue will escalate to Konica Minolta Professional Services (KMPS) for third level review.

KMPS is chartered to provide a full spectrum of services to customers in North and South America. These services range from consultation and project management to network design and integration. KMPS is also on-site support for complex issues or anomalies in conjunction with SSD. KMPS is staffed with engineers carrying various industry certifications including but not limited to MCSE / MCSA / CNE / MCNE /

		CNI / CCNA / CDIA / SCO / Solaris / AS/400 Systems Manager). All data relating to the issue is escalated to the applicable Konica Minolta engineer. Our engineers will respond on-site upon review of the issue with the required knowledge and expertise. Konica Minolta works with the SSD and on-site customer service personnel to isolate client needs, root cause and implement the required solution set. Advanced Communications: To facilitate the flow of information between Field Service Technicians and Product Engineering Experts, Konica Minolta has made a large investment in technology solutions for these key representatives. Service Technicians utilize wireless connected laptops and direct-connect cellular phones to instantly access information required to maintain our product. This investment ensures that our field technicians have instant connection capabilities to the full array of Konica Minolta corporate resources, promptly resolving all service issues. Incentive Programs The Pro-Tech Service Award recognizes Konica Minolta branches and dealers who have demonstrated an exceptional commitment to customer support and satisfaction. The Pro-Tech Service standard is challenging – and the evaluation procedure is rigorous and far-reaching. Konica Minolta is committed to assuring the highest performance standards across our organization. The Pro-Tech Service Award represents achievement of Konica Minolta's highest standards for branch and dealer service and proficiency. Every element of the service operation is scrutinized, including technical expertise, inventory control, dispatch systems, management skills and customer satisfaction. This rigid standard is the reason our Pro-Tech Award has become such a powerful symbol of dedication and proficiency. Attaining Pro-Tech certification and becoming a member of the elite Pro-Tech group is indeed an honor. How we assess Customer Satisfaction Customer satisfaction is measured using several key metrics that measure the most important elements of our performance from a customer's perspective. For one, customer satisfaction surveys are electronically presented to clients following implementation and periodically during contract with clients. Secondly, we use key performance indicators to measure our service response time such as: wait time in the KMBS Global Customer Support Center queue, first call back time, response time for a technician to arrive on-site, time to repair, uptime on a machine basis and a fleet basis, MCBF or mean copies (prints) between failures, utilization rates of the MFDs and printers, to name a few key measures. Other measures may be added based on agreed to SLAs.	
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	The ability and willingness to provide products and services to participating agencies in the United States is evidenced in our annual revenue within the public sector and success through other Sourcewell contracts we hold. Our Public Sector Sales Team will continue to be supported by the teams within over 120 branch and 300 dealer locations. The combination of expertise in public sector sales and the scope of this contract will result in a successful partnership for any participating agency.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Konica Minolta can provide our products and services through our direct channels in Canada. If awarded, KMBS will coordinate with our Canadian teams to facilitate contract sales where possible.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Konica Minolta is able to fully support Sourcewell nationwide with a majority of our proposed offerings. Certain items may be limited to specific markets.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	All MFD's included in this proposal are delivered FOB Destination, delivered to the customer's requested location within the 48 contiguous states and the District of Columbia. Any orders OCONUS (Outside the Continental US) deliveries are offered on an Open Market FOB Origin basis. If premium routing is requested, the additional charge shall be added as a separate item to KMBS' invoice on an Open Market basis. Prices do not include the cost of special equipment or rigging needed for delivery to the customer requested location.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Konica Minolta's strength in marketing the Sourcewell contract will come from our direct branches and expansive dealer network. Our direct sales teams and dealers cover all 50 states and understand the local markets that they sell, deliver and provide services. They have relationships with the schools, local governments, universities, non-profits and other qualified entities, many of which are current customers. Those relationships will greatly assist in our continued promotion of the Sourcewell contract. Konica Minolta will continue to utilize our corporate marketing department to deploy our Sourcewell marketing strategy. Marketing initiatives will include the following: ● Internal Email Campaign to Channel Sales Teams – In order to create awareness and expertise to the Sourcewell contract, Konica Minolta will create an internal email campaign that will highlight the benefits of Sourcewell's contract for all participating agencies and for the individual sales reps. The campaign will also spotlight product updates, success stories and the addition of field resource materials. ● Konica Minolta - Sourcewell Website – Konica Minolta will continue to maintain a customer-facing website for contract information, pricing catalogs, product information and sales contact information. The website will be used to post contract updates and other customer marketing materials. ● Marketing Materials – Konica Minolta will update and maintain contract-specific marketing materials highlighting Konica Minolta and Sourcewell's partnership and benefits to public sector clients. These materials may be customized and made available to Sourcewell for use in Sourcewell marketing publications. We will also co-brand Konica Minolta brochures and sell sheets that will provide features and benefits of Sourcewell and Konica Minolta products that are available on Sourcewell's Contract. ● Email Campaign– Konica Minolta will use our public sector database to run email campaigns that will continually bring the Konica Minolta products and services available on the Sourcewell contract to current and prospective customers. ● National Conferences and Trade Shows – Konica Minolta will attend government and education procurement conferences and trade shows to showcase our offerings and to promote the Sourcewell contract. Konica Minolta will attend shows like NIGP, ASBO, NAEP, ISTE and any other shows that Sourcewell recommends. Our dealers and branches also attend the many local conferences and expos in their markets to showcase Konica Minolta products, the Sourcewell contract and their local sales teams. Sample marketing materials have been included (Email Campaign, Marketing Flyer)	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Konica Minolta uses various forms of technology in marketing internally and externally to clients. Internal - We use Konica Minolta's Learning Group to conduct a Government Sales Learn Track that sales teams are assigned. It covers the fundamentals for selling to government and how to discuss cooperative contracts with government buyers and business managers. Additionally, we have created a learn track to include materials about Sourcewell and will update that material to cover this contract re-award. Sales teams also have access to our internal Government Portal which is located on a website available to all Konica Minolta employees. Available on this site are internal newsletters that share success stories, sales strategies and Konica Minolta related news. We will use this platform to announce the award of the Sourcewell Contract and any other relevant news. Konica Minolta's direct channel uses Brainshark to provide a 20-30 minute sales overview on a monthly basis. On this recorded overview, we will announce the Sourcewell award and provide a short overview of the Sourcewell benefits that we will be introducing to our public sector customers and prospects. Our direct sales force uses a CRM system to collect customer data and uses it in the sales process. That data can also be used in marketing to those prospects using a variety of tools within the system to include email campaigns as previously mentioned in our marketing plan. External - Konica Minolta uses social media platforms such as Facebook, Twitter, LinkedIn, YouTube, Pinterest, Instagram and Flickr to provide followers information. These platforms will be used to announce a Sourcewell contract award. We also use industry publications to make announcements and promote Konica Minolta and its partners. Konica Minolta has also created the web series GovTV, which includes interviews of industry experts on government solutions. These interviews will be posted on Konica Minolta's YouTube channel. All of the solutions discussed will be available via the Sourcewell Contract. As previously mentioned, Konica Minolta will maintain a public website for this Sourcewell contract and our other Sourcewell contracts to put information at the fingertips of clients and prospects.	*

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Konica Minolta's Public Sector Team believes that a strong partnership with Sourcewell will continue to provide an opportunity to collaborate on marketing efforts which will result in mutual success. We would request a marketing strategy meeting with our Sourcewell Contract Manager upon award to learn the best practices of Sourcewell and its most successful vendors for this contract. Below are some of the items that Konica Minolta would look to Sourcewell for help in promoting our contract. • Member Communication of Award – Upon award, we would request Sourcewell's resources to launch Konica Minolta's contract award. This could be done via a live introduction webinar at the Sourcewell office and other mediums that Sourcewell would recommend. • Konica Minolta Updates – Konica Minolta would utilize Sourcewell's resources to update clients on the addition of products and/or services or any other contract related information. • Customer Engagements – Konica Minolta would request assistance from Sourcewell on participating agency engagements including answering client questions, prospective client meetings, contract validation discussions and any other contract related engagements that require Sourcewell assistance to move an opportunity forward. • Konica Minolta Training – We would request assistance with Regional and Local Sales Meetings to share Sourcewell's cooperative contract talk track and benefits in your words. On occasion, we would ask that Sourcewell be involved in specific branch meetings that are focused on a specific market or participating agency engagement. Some meetings will be in person, but many times a webinar or conference call would suffice. • Sourcewell Member Product Showcases – We like to showcase our industry-leading technology to captive audiences. In doing so, we can introduce innovative ideas to Sourcewell clients that can transform their work environments or reduce their costs. We would request Sourcewell's assistance in inviting members to view Konica Minolta's Product Showcases which could be webinars or, on occasion, demonstrations using Sourcewell or Konica Minolta video productions. • Email/Direct Mail Introduction of Konica Minolta to Sourcewell Membership – With Sourcewell's assistance, Konica Minolta would request access to a membership list with email addresses and /or mailing addresses to introduce Konica Minolta technologies to the Sourcewell membership and provide information on what we have to offer via the Sourcewell contract. The membership list would also be used of other Sourcewell approved communications such as product announcements, product showcase invitations or other exciting updates. Our vertically assigned branch sales teams have well established sales processes that include a cooperative contract sales track. Our Sourcewell training will provide them the information they need to market the Sourcewell contract's benefits and scope of solutions to current and prospective customers. Materials will be made readily available to the sales teams so they can actively promote Sourcewell in their everyday sales processes.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No. Konica Minolta does not have an e-procurement ordering process. Currently, we have a dedicated website for Sourcewell members to view product specifications and awarded pricing. Due to the complexity of configuring products, solutions and services we do not offer punch out capability for contracts of this nature.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training is a standard offering at no additional charge. There are instances where advanced or specialized training may be requested by a client. In such cases, these types of training may be chargeable. Konica Minolta firmly believes that proper user training is the cornerstone of any successful program and is standard at no additional charge. By ensuring that users are properly trained to operate our equipment, as well as utilize the advanced features to simplify document workflow procedures and increase efficiency, Konica Minolta increases the satisfaction of our users. To meet this goal, Konica Minolta offers in-depth client user training upon installation of all new MFP equipment. These training courses consist of a general overview of the features of the machine, a review of available document processes, such as finishing, scanning and other options, instruction on how to maintain the unit, such as clearing simple paper jams and adding toner, and training on how to place service calls and collect meter reads. Konica Minolta views user training as an ongoing process and is committed to providing follow-up training throughout the course of our relationship, at no additional charge to ensure all users are comfortable with the installed fleet of Konica Minolta equipment. For production print equipment, wide format, specialty products, managed services and applications solutions there are advanced user functions and implementations requirements that require additional specialized training. Advanced training on these functions may be chargeable.	*

37	Describe any technological advances that your proposed products or services offer.	Konica Minolta is reshaping and revolutionizing the Workplace of the Future™ with its expansive smart office product portfolio from IT Services (All Covered), ECM, Managed Print Services and industrial and commercial print solutions. Konica Minolta continually invests in Research and Development to strengthen our brand value and the value provided to our customers and society. We are fostering meaningful innovation, developing new technologies and growing creative ideas, through thought leadership, that deliver significant change for millions of people. Konica Minolta, while remaining dedicated to developing new products, enhancing our lineup in workgroup MFPs and production print devices, we customize our offering portfolio to our client's specific sectors and business categories. Our next generation of models will continue to focus on the MFP not just as a printer/copier/scanner, but as part of an integral part of an information management system. We will drive future growth in our print production portfolio, including markets such as industrial inkjet, label printing, and marketing automation. We will feature the next generation of 3D models that will provide our customers access to additive manufacturing solutions, complementing and expanding their capabilities through our complete product and services portfolio. Our philosophy, "The Creation of New Value" guides us to provide more value to our clients by transforming into a digital organization while continually delivering a best in class experience to our clients.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Based on our Philosophy and Vision, Konica Minolta has created an environmental policy that is reducing the environmental impact of every business process we conduct resulting in new social and economic value. Protecting our planet is a top priority of our leaders and employees. Our broad array of environmental initiatives include eliminating pollutants, reducing energy consumption and creating products and solutions that help our customers realize their own sustainability goals. We strive to assist our customers and are enabling them to construct their own environmental plans for becoming kinder to the environment. Our approach contributes to creating shared value (CSV) for environmental improvement with our customers, sharing ideas to improve and enhance everyone's environmental activities. Konica Minolta's environmental initiatives are listed below. ● EcoVision 2050 ● Solar Energy Initiatives ● Earth Friendly Products ● IH Fixing Technology ● Clean Planet Recycling ● Simitri® HDE Polymerized Toner ● PET Plastics ● ICE-u Technology ● OLED Lighting ● Green Factory Certification System ● Green Product Certification System ● Green Marketing Our strategic and extensive development of these initiatives have achieved acclaim as being some of the best in the world, having the number one position in the overall manufacturing sector of the Nikkei Environmental Management Survey as well as receiving first-tier ratings in international CSR and SRI assessments. EPEAT®, which is managed by the Green Electronics Council, has been a comprehensive environmental rating that helps identify greener computers and other electronic e equipment since 2006. Imaging equipment was added as a new product category in 2013. It ranks products as gold, silver or bronze based on fifty nine environmental performance criteria considering life cycle of imaging equipment. Green Products Certification System is our own unique system for evaluating and certifying products with superior environmental performance. To date, all of our sites have achieved a 12 percent reduction in CO2 emissions per unit of production. PET Plastics is our newly developed polymer allow recycled PET that overcomes the disadvantages of conventional PET plastic, such as fragility, low fire—resistance and difficulties in injection molding. This plant-based bioplastic offers low environmental impact, using less petroleum-based resources and emitting less CO2 during its lifecycle than petroleum-based plastic. IH Fixing Technology is an Induction Heating (IH) fixing technology that reduces poor consumption during the MFP fixing process resulting in a shorter warm-up time. It automatically cuts off residual fixing heat when no print jobs are taking place, contributing to energy savings. Alternative Energy can be found at our US headquarters in Ramsey, NJ, where we installed a 967,000 kWh solar energy system consisting of 3,498 240-watt solar panels. Based on EPA standards, our system produces enough energy to power more than 80 homes for one year or offset the greenhouse gas emissions produced by 132 passenger vehicles.	*

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We are proud that Konica Minolta products meet or exceed the requirements of the world's most widely recognized certifications. When you choose our products, you can rest assured that you are making environmentally conscious decisions while maintaining high quality, performance and reliability. Nikkei Environmental Management Survey: Ranked #1 of 413 companies for the 2nd consecutive year in the 19th annual Nikkei Environmental Management Survey, an evaluation of sustainability initiatives in environmental and business management. Blue Angle: Launched in Germany in 1978 as the world's first environmental labelling system, the Blue Angle is awarded to products and services that have a smaller environmental impact. Since receiving the world's first Blue Angle certification in the field of copiers in January 1992, Konica Minolta has continued to receive certification for new products by clearing the certification bar each time it has been raised. Dow Jones Sustainability World Index: Highest Score in Economic and Environmental Dimensions in the Sector ECO LEAF Labelling: The ECO LEAF labelling provides information on the environmental impact of a product, based on quantitative measurement of the environmental performance through the product's entire life cycle, from raw material procurement to production, sales, usage, disposal, and recycling. Konica Minolta provides environmental impact data relating to its office equipment through the ECO LEAF. ENERGY STAR: Products that meet certain standards can be registered as ENERGY STAR devices as part do an energy saving program for office equipment. Implemented in 1995 through an agreement between the Japanese and US governments, the international program has expanded with the participation of the EU, Canada, Australia, New Zealand, Taiwan and other countries. Konica Minolta joined the ENERGY STAR program early on, and most of our products now fulfill the ENERGY STAR requirements. EPEAT®: Managed by the Green Electronics Council, EPEAT® has been a comprehensive environmental rating that helps identify greener computers and other electronic e equipment since 2006. Imaging equipment was added as a new product category in 2013. It ranks products as gold, silver or bronze based on fifty nine environmental performance criteria considering life cycle of imaging equipment. Learn more about EPEAT® certification here. We have attached our EPEAT® Environmental Disclosures with our response. EcoLogo: North America's most widely recognized and respected environmental certification program. Launched by the Canadian Federal Government in 1988, EcoLogo has grown to serve buyers and sellers of green products throughout Canada, the United States, and around the world. RoHS2 & Declaration of Conformity: Effective since July 2006 on the European market, the RoHS Directive (Restriction of Hazardous Substances) was superseded in January 2013 by the new RoHS 2 Directive, which integrates RoHS 2 into the Declaration of Conformity. As a result, the CE mark now covers RoHS 2 Compliance and replaces the former 'RoHS 2 and not only avoids the listed substances in the RoHS-designated products but has discontinued the use of these substances in all office products. Eco Mark: The Eco Mark program is operated by the Japan Environment Association (JEA), founded in 1989. Products displaying the Eco Mark symbol are certified as being useful for environmental preservation.	*

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While Konica Minolta is not a small, minority or woman owned business enterprise, we are committed to the sourcing of materials and services from suppliers who are at least 51% owned and operated by one of the following categories or ethnicity's: ● Small Disadvantaged Businesses ● Minority-owned businesses ● Women-owned businesses ● Disabled-owned businesses ● Veteran-owned businesses ● LGBT businesses In all aspects of our purchasing and performance we encourage the utilization of Minority, Women Owned, and Disadvantaged business enterprises. On many contracts, Konica Minolta utilizes these enterprises to support the lease financing, delivery and service maintenance needs of our devices. Additionally, our Strategic Alliance program works to establish partners or teams with companies that have minority or hub zone certification both on a State and Federal level to pursue both public sector and private sector business opportunities. The Strategic Alliance program allows Konica Minolta to form partnerships with the following minority certifications (Women Owned, African American Owned, Veteran Owned, Asian American Owned, Native owned and Hispanic American Owned) in support of opportunities within specific geographies or in support of specific contracts. Partnerships are based on the needs of the specific opportunity, statement of work, partner's useful business function in overall solution, financial viability, contract requirements and customer need / preference. Once a partner is selected, a teaming agreement is drafted which is primarily governed by the statement of work associated with the opportunity. Konica Minolta can provide specific examples of some of our partnerships upon request.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	While Konica Minolta is typically perceived as an MFP/printer vendor, the company has made considerable progress in repositioning itself as a managed services company that delivers workplace solutions. Thus Konica Minolta's product evolution involves a continuum of products and services including hardware, managed services, and business process automation integrated into an Intelligent Connected Workplace. Konica Minolta's transformation strategy is focused on helping customers realize this workplace vision. The Intelligent Connected Workplace means using state-of-the-art technologies to connect people with intelligently analyzed data, identify and address customers' expanding needs, and manufacture high-quality products. This vision follows various stages of maturity where an evolutionary level of security is provided at each step. It starts with customers that are locked into paper processes (stage 0) to various levels of connectedness (IT to work to people) to achieve a fully optimized workplace. Konica Minolta is an industry leader due to our consistent growth in technology offerings. Our expansion of our overall product and services portfolio has been fueled by acquisition, organic growth and focused corporate strategy. We offer solutions in the areas of IT Services, Enterprise Content Management, and Specialty Products such as 3D printers, Managed Print Services, Work Smart Technology, Interactive Classroom Technology and Production Print Products and Services. Our experience provides definitive ways for our customers to optimize their business environments: ● Centralized procurement concept with "print less" specifications ● Industry leading recycling program ● Industry leading security features in MFP product line ● Automation of toner management (automation of processes with no manual intervention) ● Reduction in internal efforts ● Significant and sustained reduction in costs ● Provision of user-appropriate, standardized, and secure output service ● Ensuring a high level device efficiency ● Attainment of a high level of user satisfaction thanks to ease-of-use ● Development of central and automated management of the entire output infrastructure with transparency ● As little product diversification as possible ● Central administration, major relief for product support team (first-level support) Our Managed Print Service methodology combines consultancy, implementation and management services. We align your business outcomes to develop executable strategies and improvement plans. Desired business outcome planning is based on business operation, workflow processes, precise statistics, integration requirements and current to future state cost reduction opportunity. This concept rests on three core activities, Consult–Implement–Manage, with each comprised of three key components: ● Consult - capture, analyze, optimize ● Implement - project, change, inform & train ● Manage - operate, monitor, improve Operating as a complete solution provider, we embrace our history in innovation and our investments in future technologies to continually evolve and remain focused on the management of the entire information lifecycle across various industries. In the United States, our products, solutions and services are offered by more than 125 direct sales	

		locations and authorized dealers. Innovative Solutions to Give Shape to Ideas Konica Minolta utilizes our expertise and proprietary technologies we have amassed over the decades; to solve problems, improve productivity and more. Through our innovative efforts, we are committed to giving shape to our customers' ideas, by offering our technologies and innovative solutions which are the driving force behind the creation of new value for our customers. Key differentiators from those of our competitors: ✔ Service Focused - Customized service solutions to optimize workflow by tailoring solutions to meet the unique needs of each customer. ● Mobility: Innovation ▪ Enable a mobile workforce to connect securely, communicate and collaborate. Ensures the added flexibility to utilize multiple network devices. ● Technology Optimization: Cost Controls ▪ Transform your network to deliver the best value for the lowest costs while transitioning to the next generation of technology. ● Security and Compliance: Data Regulations ▪ Secure your systems and data against internal and external threats, Ensure your organization meets current and future compliance regulations. ● Content Management: Productivity ▪ Enterprise content management enables information to move seamlessly throughout your organization, allowing you to get more done in less time. ✔ Integrated Hardware and Service Solutions to support the design and implementation of complete solutions for document creation, production and management. ● Managed Print Services (MPS) ▪ A fully customized solution that can assess a document and print environment, optimize document workflow, and reduce maintenance costs to improve document output. ▪ We have included our MPS site agreement in our bid response. The MPS site agreement is required with all MPS transactions. ● IT Services ▪ All Covered, a division of Konica Minolta, is a leading provider of IT services. Engineers provide your organization with customized IT support to ensure that your IT infrastructure operates optimally. ▪ We have included our Master Services Agreement (MSA), and the applicable Managed IT Supplement (MITS), in our bid response. The MSA and MITS are required with all IT transactions. ● Digital Solutions Center ▪ A single point of contact, staffed by system engineers to help you achieve maximum productivity from your networked multifunctional peripherals and applications. ● Enterprise Content Management (ECM) ▪ Design, deploy and support an ECM strategy customized for your business—a strategy that organizes your information, optimizes your printing, manages your infrastructure and controls your costs. ▪ We have included our Master Services Agreement (MSA), and the applicable ECM supplement, in our bid response. The MSA and supplement are required with all ECM transactions. ● bEST Developer Support Program ▪ Offers a comprehensive support infrastructure designed to help streamline your development efforts. ✔ Unified Product Approach designed to create consistency and efficiency across product lines. ✔ Intuitive bizhub MarketPlace Applications for a new dimension in multifunctional productivity. Download apps that give you direct access to personal or professional information, streamline workflow, improve productivity and enhance user experience. ✔ Business Innovative Centers (BIC) launched in five major regions around the world to initiate, support and mange new business and technology in responding to regional customer needs and market development. ✔ EcoVision 2050 is a long-term environmental vision to fulfill our commitment, as a global corporation, to a sustainable earth and society. (Established in 2009)	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	

42	Do your warranties cover all products, parts, and labor?	Yes. Konica Minolta offers our Customer One Guarantee- "It Works or It Walks" We are so confident in the quality of our products that we guarantee your Konica Minolta MFP will (1) meet factory specifications and (2) be compatible with your network, or we'll replace it with an equivalent model: • First two years: replacement will be a brand new MFP • After two years: replacement may be new or refurbished • Plus, Konica Minolta will also provide a $1,000 credit towards your next Konica Minolta MFP as a way to say "we're sorry for the inconvenience" Please see attached copy of our Customer One Guarantee 3rd Party Products - significant failure must be determined by an onsite, Konica Minolta Service representative. The Customer One Guarantee does not apply to these Products.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, although we do not impose usage limits or restrictions in our warranty agreement, we do provide recommended volume levels for various devices through "right sizing" to ensure the device functions properly within our recommended specifications.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes. However, for remote locations where devices are outside of a fifty (50) mile radius from a support location, an additional charge may apply.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Konica Minolta will provide service including warranty repairs throughout all fifty states. However, some remote areas may require a longer response time than normal.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	These warranties are typically passed on to the original equipment manufacturer.	*
47	What are your proposed exchange and return programs and policies?	Konica Minolta offers our Customer One Guarantee- "It Works or It Walks" We are so confident in the quality of our products that we guarantee your Konica Minolta MFP will (1) meet factory specifications and (2) be compatible with your network, or we'll replace it with an equivalent model: • First two years: replacement will be a brand new MFP • After two years: replacement may be new or refurbished • Plus, Konica Minolta will also provide a $1,000 credit towards your next Konica Minolta MFP as a way to say "we're sorry for the inconvenience" Please see attached copy of our Customer One Guarantee 3rd Party Products - significant failure must be determined by an onsite, Konica Minolta Service representative. The Customer One Guarantee does not apply to these Products.	*
48	Describe any service contract options for the items included in your proposal.	Konica Minolta will offer Sourcewell members various service contract offerings: ● Cost-per-copy with no minimums ● Monthly Rate with minimum and overages (this method helps with budgeting and will be customized based on customers' needs at time of quote) ● Pooled (Aggregate) billing ● Flat rate service programs- On a case by case basis we offer this type of program based on the customer's needs. ● At the end of the first year of a Sourcewell contract maintenance agreement and once each successive 12-month period, KMBS and our authorized dealers may increase the maintenance base and usage charges. The annual increase in the maintenance and base usage charges will not exceed 11%. ● All 11" x 17" prints/copies will be charged for 2 clicks. ● Legacy Equipment- Konica Minolta may provide Maintenance Agreements on any Equipment that is owned, leased, or rented through previous Sourcewell contracts or that were procured via any other means. Our direct branches and network of authorized dealers will work the Sourcewell client to ensure that the member's needs are met. We have included our Standard Maintenance Agreement, along with our Service Level Agreement (SLA) in our bid response. These terms and conditions apply to all service transactions.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Net 30 days	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Konica Minolta has several financing options we can offer Sourcewell members: Konica Minolta Premier Finance (USA) We administer financing through our Konica Minolta Premier Finance (KMPF) program. KMPF is the private label leasing program of Konica Minolta. We hold a portion of the transactions we originate internally as leases and rentals. The balance of our transactions are billed and collected by a wide variety of financial services partners from large banks to specialty services providers. Any transaction that we assign, only the rights, title and interest in the equipment portion of a lease payment pass to a partner, with all other contractual obligations remaining with KMBS. All transactions are governed by extensive Operating Agreements designed to protect our customers and ensure a world-class customer experience. Through these financing programs, we can offer the following suite of Finance Solutions: 1. Fair Market Value Lease – 24-60 month terms (applicable only to Hardware Financing) 2. Dollar Buyout Leases - 24-60 month terms (applicable only to Hardware Financing) 3. * True Municipal Finance Programs – 24 - 60 month terms ● Minimum transaction size $20,000 and the customer must qualify 4. Software Only Finance Program – 24 - 60 month term 5.* Purchase Order Only Lease Program (ancillary documents may be required). * Customer Must Qualify Details on Purchase Order Only Program are provided below: Purchase Order only transactions: The following language must be incorporated into the members or participating entity's purchase order: This purchase order incorporates the terms and conditions of the Konica Minolta Sourcewell Contract No. 030321-kon specifically those financing terms from the Financing Agreement referenced in Table 10, attached to Contract as Exhibit A and Exhibit A-1 as set forth in https: https://kmbs.konicaminolta.us/kmbs/microsites/sourcewell contract for full terms and conditions that govern and control financing transactions which we have read and expressly agree to be bound by, as the controlling terms over any preprinted terms stated on this purchase order. We have included our KMPF Finance Agreements in our bid response. The KMPF Finance agreements are separate and standalone agreements. In event of any conflicts among the terms or conditions of the Sourcewell RFP #030321 and/or Contract regarding the financing of any Equipment, Product or Services (as defined in RFP 030321 Section II.B.), the Financing Agreement terms shall control. Konica Minolta has also partnered with NCL Government Capital ("NCL"), who is a current Sourcewell financing contract holder (#011620-NCL). By using NCL's Sourcewell contract for the financing and Konica Minolta's contract for the MFD, the customer receives a turnkey solution and the entire project has satisfied their bid laws. NCL will offer leasing terms from 12-72 months on transactions from $15,000.00 and up. Programs will be offered with both Tax Exempt Municipal Lease Purchase agreements as well as traditional FMV and $1.00 Purchase Options. Konica Minolta Premier Finance Canada We administer financing through our KMPF program. Konica Minolta Premier Finance is the private label leasing program of Konica Minolta Business Canada Solutions (Canada) Ltd. Our transactions are billed and collected by a wide variety of financial services partners from large banks to specialty services providers. Any transaction that we assign, only the rights, title and interest in the equipment portion of a lease payment pass to a partner, with all other contractual obligations remaining with KMBS. All transactions are governed by extensive Operating Agreements designed to protect our customers and ensure a world-class customer	*

		experience. Through the KMPF program, we can offer the following suite of Finance Solutions: 1. Fair Market Value Lease – 24-60 month terms 2. Dollar Buyout Leases - 24-60 month terms 3. Software Only Finance Program – 24-60 month term	
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Order Process All ordering and sales reporting will be provided directly by Konica Minolta, our KMPF finance partners, and/or NCL under a resulting contract. Konica Minolta establishes a Master Agreement ("MA") in SAP at time of award, which represents the complete contractual relationship between Konica Minolta and a customer or group of related customers. This MA # directly correlates to the issued contract number. Order documents are prepared for either purchase or lease and submitted directly to the assigned dedicated Account Management Team. The order department will then process the order through our SAP-based operations system against the assigned MA number, once orders are processed the transactions data automatically flows through our SAP-based operating system. Upon receipt of an order request from a client the Konica Minolta Account Representative will process the requested order as follows: 1. Requested order is immediately input from the order-processing center through the Konica Minolta Corporate Order Entry System 2. Within 24 hours an Order Number is generated against the order input 3. Within 24 hours inventory is checked for availability at the Branch Servicing Center 4. If applicable, upon confirmation of inventory availability, a serial number is assigned to the order 5. Upon generation of software licenses, customers are provided a copy of the software licenses via email 6. 48 hours after licenses being distributed, the invoice number is generated 7. Upon software license distribution, the Konica Minolta Professional Services Team will schedule for implementation as required Quarterly Sales Reporting Konica Minolta is currently an awarded vendor on two (2) Sourcewell contracts (MFD's and Unified Communications), which has given us experience using the preferred contract sales template. The data captured in our SAP-based operating system provides a wide array of information related to each transaction. Using a tool connected to SAP we run our sales reports based on the required criteria on Sourcewell's contract template. Should we receive an award under the resulting contract, Sourcewell will continue to receive timely and accurate reports from Konica Minolta. All ordering and sales reporting will be provided directly by Konica Minolta and/or our KMPF finance partners under a resulting contract.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Konica Minolta readily accepts and supports the use of procurement cards for ordering hardware and chargeable supplies. For purchases, there is no additional cost to Sourcewell Members. For leases, there is a nominal upcharge in the lease rate factor when a p-card is utilized. P-card payment for leases is not available in Canada.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Konica Minolta is providing Sourcewell, and participating entities, product category discounts from MSRP in our proposal. We have provided our pricing schedule in detail on the attached excel file (including MSRP, SKU's, and Sourcewell discounted price). In addition, spot discount pricing based on specific opportunities is also available. In Canada prices will be converted to Canadian Dollars in the month in which the quote is provided to Customer according to the average exchange rate between U.S. Dollars and Canadian Dollars over the preceding ninety (90) days as published on www.oanda.com. Such converted pricing will be valid for sixty (60) days from the issuance of the quote and will be readjusted, if necessary, if any order is not executed within such sixty (60) day validity period.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Konica Minolta MFD Main Unit Hardware Range – (55%-69%) Konica Minolta Printers Hardware Range – (35%-54%) Konica Minolta Accessories Range – 25%-30% Consumables – 0% - 10% 3rd Party Products (interactive technology products, wide format printers, 3D Printers, professional services, (software, scanners, etc.) Range 0%-38%	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Konica Minolta will look at each opportunity on a case-by-case basis, and will offer spot discounting based on the customer's needs, and the competitiveness of that particular market.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Depending on the product or service that was needed, if it fell within the scope of the Sourcewell contract, we would first attempt to get the item added to the contract. If for some reason the client needed it right away or we were not able to add it, Konica Minolta will offer them an open market price, which is typically a discount from MSRP. Depending on the product or service, the client may have to sign our KMBS standard terms and conditions for the open market items. OCONUS deliveries are offered on an Open Market FOB Origin basis. If premium routing is requested, the additional charge shall be added as a separate item to KMBS' invoice on an Open Market basis. This will be quoted at time of request.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We have listed pricing for the following on our price list: • Installation • Training • Professional Services • Delivery to remote areas of Alaska and Hawaii (case by case) • Delivery • Hard Drive Sanitation and Removal • Relocation/Moves are open market • For Software and Services all items are identified individually on our price list.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Some of our 3rd party products require that we charge for delivery (size, weight, complexity). These charges are indicated on our price list.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Any orders OCONUS (Outside the Continental US) deliveries are offered on an Open Market FOB Origin basis. If premium routing is requested, the additional charge shall be added as a separate item to KMBS' invoice on an Open Market basis.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Konica Minolta has included all of our standard delivery and installation methods in our proposal. However, in the past, we have utilized very unique abilities in the past to provide critical services, for example; Installation with cranes, and deliveries to very remote areas via snowmobiles, bush pilots and ferries. Although rare, we are committed to thinking outside the box and exhausting every method needed to meet the needs of our customers.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	d. other than what the Proposer typically offers (please describe).	Similar as the Proposer typically offers to cooperative procurement organizations, or state purchasing departments.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Konica Minolta uses a customized version of SAP that will enable us to assign a specific internal Master Agreement number for the Sourcewell contract. The master agreement will represent the complete contractual relationship between KMBS and Sourcewell, including terms and conditions and pricing information. We will also be able to use the master agreement number to pull all billing activity for reporting and payment of any administrative fees. Master Agreement, orders and administrative fee payment and reporting will be managed by our KMBS Direct Administration team. Additionally, we are subject to JSOX procedures that ensure thorough checks and balances and periodic audits to confirm that appropriate terms and conditions and pricing have been approved and are correctly loaded to the master agreement. Japan's Financial Instruments and Exchange Law is considered the Japanese version of Sarbanes-Oxley (SOX). The J-SOX compliance law introduces strict rules for the internal control of financial reporting in order to protect investors by improving the accuracy and reliability of corporate disclosures. Konica Minolta has a Business Intelligence Resource group that handles our sales reporting. We have dedicated individuals that handle all of our public sector contract sales reporting. They are very familiar with the process, and understand the importance of keeping Konica Minolta in compliance with our contracts. The State and Cooperative Contract Manager, Kristen McKenna, has overall responsibility for the day to day contract compliance, as well as the sales reporting and remittance of all rebates. We ensure that reports and rebates are submitted timely to our public sector customers.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Konica Minolta proposes a standard administrative fee payable to Sourcewell as follows: 2% on all hardware sales. Additionally, due to the competitive nature of large opportunities, we propose a reduction of the administrative fee to 1% for opportunities where the hardware sale is above $250,000.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	

64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Konica Minolta is proposing an all-encompassing solution that will not only meet the objectives of Sourcewell's request, but will exceed them by forming a relationship that will institute a methodology of continual savings, optimization, and growth. We are proposing to continue to act as your business partner, not simply an equipment supplier. We are offering Sourcewell and its members solutions in the areas of MFD's, IT Services, Enterprise Content Management, Document Workflow Solutions, Specialty Products such as 3D printers, Wide Format and Scanners, Managed Print Services, Facilities Management, Work Smart Technology, Interactive Classroom Technology and Production Print Products and Services. All of our proposed products and service to Sourcewell meet and/or exceed industry standards. *
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Office Multi-function Printers (MFP's) – Konica Minolta's award-winning bizhub multifunction printers speed up output and streamline workflows with multifunctional productivity — printing, copying and scanning with simple on-screen control, seamless software integration and all the options you need for right-size scalability in any business or professional application. Printers – Konica Minolta printers offer a wide range of print solutions for any-size business, giving customers the document solution that best fits their needs — and allowing them to replace legacy desktop devices with fast, cost-efficient, networkable printers that speed output, improve image quality and help keep ahead of rising workloads. Production/Specialty Printers and Finishing Equipment – Konica Minolta bizhub PRESS and bizhub PRO equipment leads the industry in digital print production performance — with revolutionary color image quality, ultra-high-speed B&W output, pro-quality inline and offline finishing options to meet any job specs, and purpose-built to keep pace with rising workloads. Wide Format Printers – Konica Minolta wide format printers provide superior solutions for viewing and printing wide-format engineering drawings, public-works documents and more — with fast output, simple operation, superior image quality in both color and B&W, and scalable configurations to meet the needs of both headquarters and field operations. 3D Printers - 3D professional printing brings ideas to life. Konica Minolta provides dramatic 3D printing that communicates user's best designs and ideas, quickly and accurately. Scanners – Konica Minolta's Scanner Portfolio offers a range of desktop scanners for general office and production environments, as well as microfilm and book scanners - bringing information into the digital era to streamline workflows. Enterprise Content Management Software and Services - Konica Minolta's Enterprise Content Management (ECM) services and document management solutions allow for better capture, retrieval and retention of data, and then houses it all in one central, online repository either on premise or offsite – or both. Now, with digital content all in one place, customers benefit from a tailored solution that integrates seamlessly with their existing systems. They will experience accelerated information flow, increased staff productivity and reduced costs from processes that will be significantly more productive. Application Software – Konica Minolta provides software that can be integrated with our hardware offerings to solve business problems that exist in the public sector. The software solutions include options for cost recovery, document management, automated workflow, business process automation, mobility and security and compliance. Interactive Technology Products, Software and Services – Konica Minolta's advance portfolio of interactive technology solutions provide a digital means for data capture and analytics as well as providing of new ways of communicating through interactive solutions. Enterprise Print Management Services – Konica Minolta's Enterprise Print Management Services are defined by our three pillars: Technology, Management Services and IT Services. These pillars represent a complete portfolio of solutions and services that are designed to address your print strategy at the office, production and external print resource level. Below are the services Konica Minolta provides: • Managed Print Services - Konica Minolta's Managed Print Services program helps government organizations identify the right devices at the right locations, while more effectively managing their print environments. A properly designed print management program monitors the printing behaviors of staff and identifies actual printing needs, thereby eliminating wasteful printing practices. A well-executed print management strategy can save money, reduce environmental waste, free up IT resources and extend the useable life of printing devices. All of this adds up to huge savings for our customers. • Facilities Management - Konica Minolta's Facilities Management is an extensive program that can reduce costs and implement best business practices throughout your organization — from staffing to technologies – and across all aspects, including managing your flow of information to moving hard copy and electronic documents to their final destinations. We ensure the smooth operation of your business so you can focus on its performance. We help you optimize your operations and control operating costs. And we offer solutions for managing *

		change. It's all about providing a smarter way to manage your facility and bring you confidently into the workplace of the future. Konica Minolta provides on-site resources services and advanced document imaging technologies to manage non-core functions of your business. Our Managed Office Services include Secure Mail Distribution and Management, On-Site and Off-Site Production Centers, Centralized Copy/Print Center Staffing, Creative Design Services, MFP Fleet Management, Reception and Security, Shipping and Receiving, Hospitality and Conference Room Management. • IT Services - To complement our award-winning document systems and workflow ow solutions, Konica Minolta helps government leaders meet the challenges of today's fast-moving environment with a range of IT Services—comprehensive support programs and capabilities that can be customized to an agency's needs. Help desk, application services, cloud services, managed IT and more—IT Services from Konica Minolta does it all, increasing productivity without adding personnel to the payroll.	

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Copiers	(•) Yes ( ) No	N/A	*
67	Printers	(•) Yes ( ) No	N/A	*
68	Multi-function devices	(•) Yes ( ) No	N/A	*
69	Hardware, software, supplies, consumables, and related accessories	(•) Yes ( ) No	N/A	
70	Managed Print Services (MPS) solutions	(•) Yes ( ) No	N/A	
71	Related services	(•) Yes ( ) No	N/A	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
72	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Konica Minolta's Public Sector Team understands that the award of a national cooperative contract does not end its process. We are constantly evaluating contracts within our cooperative contract portfolio to understand the strengths and weaknesses with each. As such among our internal metrics are the following examples: ● Monthly Revenue: Revenue reporting provides the guidance to evaluate the strengths and weaknesses of our use of the national cooperative contract. This information allows us to pivot with the field sales organization to advance the contract within specific participating entity sectors. ● Campaign ROI: Our Customer Relationship Management tool allows us to assign identifications to marketing campaigns. We use this detail to analyze the success of prospecting and conversion to sales. This ROI information allows use to address regions that are underperforming in their effort and develop best practices where region have found success.	*
73	Describe shipping and delivery options available to participating entities.	We have included delivery on all of our Konica Minolta core products. However, some of our 3rd party products require that we charge for delivery (size, weight, complexity). These charges are indicated on our price list. We maintain warehouses throughout the United States, ensuring timely delivery of all devices and supplies. As an experienced integrated software provider, we are familiar with the requirements of our customers to have a complete unit, ready for use upon installation of the equipment. Konica Minolta makes all reasonable efforts to comply with the timeframes outlined in our response. Products in stock can typically be delivered within 10-14 business days, but we guarantee delivery within 30 business days ARO. We will develop a mutually acceptable delivery schedule with the Sourcewell participating agency, at time of order.	

74	Describe your applicable quality control/chain of custody protocols related to delivery of genuine and authentic equipment, parts, and supplies.	Konica Minolta has established a quality assurance system. It is striving to improve its ability to resolve market quality problems that are related to the safety of products and services and is working to avoid serious accidents and reduce quality problems. Konica Minolta regularly holds quality meetings to discuss product safety and other quality-related issues and work to continuously improve quality by thoroughly implementing the PDCA cycle. For example, twice a month the Quality Assurance Division of the Business Technologies Business holds a Quality Council attended by those in charge of development, procurement, production, and customer support. They work to solve cross-functional quality problems and improve the quality management system as a united team. Established at this council was the Double Quality Assurance System in which, in addition to self-assessments performed by those in charge of the development and production processes, evaluations are implemented from the unique perspective of the Quality Assurance Division. Since its start in April 2011, this system has greatly enhanced the quality management system. MFPs and laser printers used in offices must be designed so that misusage and break-downs do not cause electric shocks, smoking, or injuries to users. For this reason, Konica Minolta has established independent product safety standards that exceed the requirements of the legal standards and have rules requiring the detailed check of every aspect of its products. Past quality problems are thoroughly analyzed, the causes are identified, and measures to deal with the problems are investigated. The results of this process are reflected in updated product safety standards. Continuous implementation of this process prevents the recurrence of quality-related problems and prevents new problems from arising. Konica Minolta is committed to establishing and monitoring quality processes and procedures in all areas of our company. Quality in our products is established through a thorough testing, performed by our Compliance Engineers, as are all of the products received from our parent company for distribution in the United States. This team performs laboratory and field level tests on all components and software tools for each machine to ensure compliance with our high standards. With 125 Corporate Sales Offices and approximately 300 Authorized Dealers nationwide, all fully supported by Konica Minolta Service and Technical experts, the Konica Minolta service model ensures that our customers receive the same high level of service, compliant with Konica Minolta's prescribed standards, consistently across all locations. Whether or not subcontractors are used and, if so, the quality control measures used to ensure acceptable subcontractor performance. Below is an excerpt from our Dealer Agreement that all of our Authorized Dealers must sign before accepting any of our equipment for delivery, installation, and service. Service and Maintenance - Dealer shall provide, in accordance with KMBS' service policy contained in KMBS' technical procedures, prompt, efficient and correct installation, service and maintenance to End-Users for all Products sold by Dealer, and as may be required, for any National or Major Account service which has been assigned to Dealer by KMBS as set forth in Paragraph22 hereof, and for any Products which are tendered for service by an End-User at a location within the Territory. Dealer shall adhere to KMBS' installation and service policies and procedures as set by KMBS from time to time. KMBS Supplies and Spare Parts - For purposes of servicing End-Users, Dealer agrees to stock an appropriate amount of parts at each Authorized Location in such quantities as are necessary to provide adequate service and maintenance for the Products. Dealer recognizes that End-Users rely on KMBS quality and, to the degree practicable, Dealer will use only KMBS Supplies and Spare Parts. Service Training - Dealer understands and agrees that having knowledgeable and trained sales and service personnel is vital to properly servicing KMBS customers and growing sales in the Territory. Dealer must be service trained by KMBS for each Authorized Location and the requisite number of Dealer's service technicians, for each Authorized Location with respect to Dealer's field population of Products, must complete the service school to KMBS' standards. Training may be provided in such place as KMBS may deem appropriate at Dealer's sole cost and expense. Service Records - Dealer shall maintain a service history with respect to each placement by Dealer of Product and all other service records as may be required by KMBS procedures. During normal business hours and upon reasonable notice KMBS may inspect Dealer's service facilities and service records for the Products. KMBS will maintain the confidentiality of Dealer's service records and use such information solely to identify problems with Products or for Product improvement purposes.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kristen McKenna, State and Cooperative Contract Manager , Konica Minolta Business Solutions U.S.A. Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_9_Copiers_Printers_MFD_RFP_030321 Tue February 23 2021 03:05 PM	☑	1
Addendum_8_Copiers_Printers_MFD_RFP_030321 Mon February 22 2021 02:20 PM	☑	1
Addendum_7_Copiers_Printers_MFD_RFP_030321 Thu February 18 2021 01:00 PM	☑	1
Addendum_6_Copiers_Printers_MFD_RFP_030321 Wed February 17 2021 09:23 AM	☑	1
Addendum_5_Copiers_Printers_MFD_RFP_030321 Fri February 12 2021 07:58 AM	☑	1
Addendum_4_Copiers_Printers_MFD_RFP_030321 Wed February 10 2021 11:12 AM	☑	2
Addendum_3_Copiers_Printers_MFD_RFP_030321 Sun January 24 2021 06:07 PM	☑	3
Addendum_2_RFP_030321_Copiers_Printers_MFD_RFP_030321 Tue January 19 2021 09:07 AM	☑	1
Addendum_1_RFP_030321_Copiers_Printers_MFD_RFP_030321 Thu January 14 2021 10:07 AM	☑	1

DocuSign Envelope ID: B4815574-9A2E-4785-9FC3-ED2B902F0FA3

AMENDMENT #1
TO
CONTRACT # 030321-KON

THIS AMENDMENT is by and between **Sourcewell** and **Konica Minolta Business Solutions U.S.A., Inc.** (Vendor).

Sourcewell awarded a contract to Vendor to provide Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services to Sourcewell and its Participating Entities, effective April 22, 2021, through April 19, 2025 (Contract).

The parties wish to amend the following terms within the Contract.

1. This Amendment is effective upon the date of the last signature below.

2. Attachment A, Line 50 is amended to add the following offering below; and Exhibits B and B-1 are attached and included in this Amendment:

   Purchase Order only transaction. The following language must be incorporated into the member or participating entity's purchase order when ordering *Advantage Lease* (hardware with maintenance included):

   This purchase order incorporates the terms and conditions of the Konica Minolta Sourcewell Contract No. 030321-kon specifically those financing terms from the Financing Agreement referenced in Attachment A Table 10, attached as Exhibit B and Exhibit B-1 as set forth in https://kmbs.konicaminolta.us/kmbs/microsites/sourcewell contract for full terms and conditions that govern and control financing transactions which we have read and expressly agree to be bound by, as the controlling terms over any preprinted terms stated on this purchase order.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy [illegible] ement Officer

Date: 9/14/2021 | 9:39 AM CDT

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...

Chad [illegible] Director/CEO

Date: 9/14/2021 | 9:52 AM CDT

Konica Minolta Business Solutions U.S.A., Inc.

By: DocuSigned by: kristen Mckenna 8AA1BAB6FBE54BB...

Krister [illegible]

Title: Director, Government Contracts

Date: 9/14/2021 | 9:48 AM EDT

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR OR THE CHIEF INFORMATION OFFICER, ON BEHALF OF THE URBAN COUNTY GOVERNMENT TO EXECUTE THE NECESSARY DOCUMENTS FOR THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT TO PROCURE SOFTWARE AND RELATED SERVICES UNDER THE SAME TERMS AND CONDITIONS AS RFP #030321, A CONTRACT BETWEEN SOURCEWELL AND KONICA MINOLTA BUSINESS SOLUTIONS U.S.A, INC., INCLUDING THE STATEMENT OF WORK RELATED TO THE SCANNING OF DOCUMENTS TO ONBASE FOR THE DIVISION OF PLANNING (COST ESTIMATED NOT TO EXCEED $21,509.00), WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE, AND FUTURE STATEMENTS OF WORK RELATED TO THE PROCUREMENT OF SOFTWARE AND SERVICE SOLUTIONS FOR VARIOUS DEPARTMENTS AND DIVISIONS OF THE URBAN COUNTY GOVERNMENT, AS FURTHER DETERMINED TO BE NECESSARY, COST EFFECTIVE AND FEASIBLE BY THE CHIEF INFORMATION OFFICER AND THE DIVISION OF PROCUREMENT, ALL SUBJECT TO THE APPROPRIATION OF SUFFICIENT FUNDS.

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

Section 1 - That the Mayor or the Chief Information Officer, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the necessary documents for the Lexington-Fayette Urban County Government to procure software and related services under the same terms and conditions as RFP #030321, a Contract between Sourcewell and Konica Minolta Business Solutions U.S.A, Inc., including the Statement of Work related to the scanning of documents to OnBase for the division of planning (cost estimated not to exceed $21,509.00), which is attached hereto and incorporated herein by reference, and future Statements of Work related to the procurement of software and service solutions for various departments and divisions of the urban county government, as further determined to be necessary, cost effective and feasible by the Chief Information Officer and the Division of Procurement, all subject to the appropriation of sufficient funds.

Section 2 – That an amount, estimated not to exceed the sum of $21,509.00, is hereby authorized for payment to Konica Minolta Business Solutions U.S.A, Inc., from account #1101-160701-71299 ($10,000.00) and account #1101-202505-71208 ($11,509.00).

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
0400-24:TAH:4894-4977-2983, v. 1

RESOLUTION NO. 221 - 2024

A RESOLUTION AUTHORIZING THE MAYOR OR THE CHIEF INFORMATION OFFICER, ON BEHALF OF THE URBAN COUNTY GOVERNMENT TO EXECUTE THE NECESSARY DOCUMENTS FOR THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT TO PROCURE SOFTWARE AND RELATED SERVICES UNDER THE SAME TERMS AND CONDITIONS AS RFP #030321, A CONTRACT BETWEEN SOURCEWELL AND KONICA MINOLTA BUSINESS SOLUTIONS U.S.A, INC., INCLUDING THE STATEMENT OF WORK RELATED TO THE SCANNING OF DOCUMENTS TO ONBASE FOR THE DIVISION OF PLANNING (COST ESTIMATED NOT TO EXCEED $21,509.00), WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE, AND FUTURE STATEMENTS OF WORK RELATED TO THE PROCUREMENT OF SOFTWARE AND SERVICE SOLUTIONS FOR VARIOUS DEPARTMENTS AND DIVISIONS OF THE URBAN COUNTY GOVERNMENT, AS FURTHER DETERMINED TO BE NECESSARY, COST EFFECTIVE AND FEASIBLE BY THE CHIEF INFORMATION OFFICER AND THE DIVISION OF PROCUREMENT, ALL SUBJECT TO THE APPROPRIATION OF SUFFICIENT FUNDS.

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

Section 1 - That the Mayor or the Chief Information Officer, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the necessary documents for the Lexington-Fayette Urban County Government to procure software and related services under the same terms and conditions as RFP #030321, a Contract between Sourcewell and Konica Minolta Business Solutions U.S.A, Inc., including the Statement of Work related to the scanning of documents to OnBase for the division of planning (cost estimated not to exceed $21,509.00), which is attached hereto and incorporated herein by reference, and future Statements of Work related to the procurement of software and service solutions for various departments and divisions of the urban county government, as further determined to be necessary, cost effective and feasible by the Chief Information Officer and the Division of Procurement, all subject to the appropriation of sufficient funds.

Section 2 – That an amount, estimated not to exceed the sum of $21,509.00, is hereby authorized for payment to Konica Minolta Business Solutions U.S.A, Inc., from account #1101-160701-71299 ($10,000.00) and account #1101-202505-71208 ($11,509.00).

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

0400-24:TAH:4894-4977-2983, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0411-24

File ID:	0411-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	04/11/2024
File Name:	Pride Run PSA FY24			**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 with Frontrunners Lex, Inc., for the annual Pride Run, at a cost not to exceed $1,100. [Mayor's Office, Cammack]

Notes:

Sponsors:

Enactment Date: 05/09/2024

Attachments: Frontrunners Lex Agreement Memo, Signed Agreement - Pride Run 2024, RESO 0411-24 PSA with Frontrunners Lex for Pride Run 4886-7404-0504 v.1.docx, R-222-2024

Enactment Number: R-222-2024

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/23/2024	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 0411-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with Frontrunners Lex, Inc., for the annual Pride Run, at a cost not to exceed $1,100. [Mayor's Office, Cammack]

Summary

Authorization to execute a Purchase of Service Agreement with Frontrunners Lex for the annual Pride Run. The amount of this Agreement is not to exceed $1,100. Funds are

Budgeted. (L0411-24) (Cammack/Scott)
Budgetary Implications: Yes
Advance Document Review:

Law: Completed by Michael Cravens, 4/11/2024

Risk Management: NA

Fully Budgeted: Yes
Account Number: 1101-133001-0001-71299
This Fiscal Year Impact: $1,100
Annual Impact: NA
Project:
Activity:
Budget Reference:
Current Balance: $122,441.43

LEXINGTON

TO: Mayor Linda Gorton

Urban County Council

FROM: Craig Cammack, Deputy Director of Communications & Community Outreach Liaison

CC: Tyler Scott, Chief of Staff

DATE: April 11, 2024

SUBJECT: Purchase of Service Agreement – Frontrunners Lex Pride Run

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Request

Request Council authorization to execute a Purchase of Service Agreement with Frontrunners Lex for the annual Pride Run.

Why are you requesting?

Frontrunners Lex organizes the annual Pride Run, where proceeds support scholarships for LGBTQ+ youth.

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

The cost for this FY is: $1,100

The cost for future FY is: $0

Are the funds budgeted?

The funds are budgeted.

Account number: 1101-133001-0001-71299

File Number: 0411-24

Director/Commissioner: Tyler Scott, Chief of Staff

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "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 (hereinafter "Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of the Mayor's Office (hereinafter "Sponsor"), and **Frontrunners Lex** with offices located 4508 Callaway Court, Lexington, KY 40515, (hereinafter "Organization").

W I T N E S S E T H

That for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. Government hereby retains Organization for the period beginning on **July 1, 2024**, and continuing for a period of one (1) year from that date unless within that period Government gives the Organization thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date notice is given to the Organization.

2. The Organization, in conjunction with conducting the Pride Run 2024, shall provide the following services pursuant to this Agreement:

   a. Donate proceeds of the Pride Run 2024 toward support of LGBTQ students, families and allies affiliated with Fayette County Public Schools.

3. Government shall pay Organization the sum of One Thousand One Hundred and 00/100 Dollars ($1,100.00)**, which shall be used exclusively** for the services required by this Agreement, said services being more particularly described in paragraph 2, all of which shall be payable in May 2024 or shortly thereafter upon receipt of an invoice.

4. In the event of termination of this Agreement by Government as provided for in paragraph 1 above, Organization shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required herein.

5. 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. Organization shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein.

6. Organization shall indemnify, defend and hold harmless Government, its officers, agents and employees, from and against any and all liabilities, claims, demands, losses, damages, costs, and/or expenses arising out of, from, relating to, and/or based on the Organization's violation of any such laws, ordinances or regulations or Organization's breach of this Agreement.

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

8. The Organization shall, on such forms as the Sponsor shall provide, submit to Sponsor an annual report and financial statement which summarize the previous year's activities.

9. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any

other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of the Organization, that relate to the performance of this Agreement, at all reasonable times, and if it desires, it may have the books and papers of the Organization, that relate to the performance of this Agreement, audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

10. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, nor to constitute the Organization as an agent of the Government.

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

12. Organization shall adopt 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 submitted to Sponsor for review within thirty (30) days of the execution of this Agreement.

13. This instrument, 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.

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

For Organization:

FRONTRUNNERS LEX INC
292 GLENDALE AVE #3
LEXINGTON KY 40511

Attn: ROY HARRISON

For Government: Lexington-Fayette Urban County Gov.
200 East Main Street
Lexington, Kentucky 40507

Attn: Linda Gorton, Mayor

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

FRONTRUNNERS LEX

BY: Roy Harrison

Title: COORDINATOR

ATTEST:

_____
Clerk of the Urban
County Council

RESOLUTION NO. ____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT WITH FRONTRUNNERS LEX, INC., FOR THE ANNUAL PRIDE RUN, AT A COST NOT TO EXCEED $1,100.00.

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, which is attached hereto and incorporated herein by reference, with Frontrunners Lex, Inc., for the annual Pride Run, at a cost not to exceed $1,100.00.

Section 2 – That an amount, not to exceed the sum of $1,100.00, be and hereby is approved for payment to Frontrunners Lex, Inc., from account # 1101-133001-71299, 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 URBAN COUNTY COUNCIL
0411-24:MSC:4886-7404-0504, v. 1

RESOLUTION NO. 222 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT WITH FRONTRUNNERS LEX, INC., FOR THE ANNUAL PRIDE RUN, AT A COST NOT TO EXCEED $1,100.00.

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, which is attached hereto and incorporated herein by reference, with Frontrunners Lex, Inc., for the annual Pride Run, at a cost not to exceed $1,100.00.

Section 2 – That an amount, not to exceed the sum of $1,100.00, be and hereby is approved for payment to Frontrunners Lex, Inc., from account # 1101-133001-71299, 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:

CLERK OF URBAN COUNTY COUNCIL
0411-24:MSC:4886-7404-0504, v. 1

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0412-24

File ID:	0412-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	107-2024	**In Control:**	Urban County Council
				File Created:	04/11/2024
File Name:	Consultant Services Agreement - NOMI, Inc. - RFP #16-2024			**Final Action:**	04/25/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Consultant Services Agreement with NOMI, Inc., for professional design services of the new Dunbar Community Center Maintenance and Improvements Project, at a cost not to exceed $91,000. [Div. of Facilities and Fleet Management, Baradaran]

Notes: In office 4/17/2024. MS
stamped and filed in cco 5/9 aa. copied given back to josh ives via inter office

Sponsors:		**Enactment Date:**	04/25/2024
Attachments:	01 - Dunbar Maintenance & Improvements - Request for Authorization, 02 -Consultant Services Agreement -B- Dunbar M&I-2024-04-11, 03 - RFP 16-2024 - Exhibit-A, 04 - NOMI - Exhibit-B, 05 - NOMI - Certificate of Liability Insurance, Reso 0412-24 Consultant Services Agreement for Dunbar Community Center Maintenance and Improvements Project 4892-6383-5319 v.1.docx, R-196-2024, Contract #107-2024	**Enactment Number:**	R-196-2024
Deed #:		**Hearing Date:**	
Drafter:	Josh Ives	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/23/2024	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 0412-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Consultant Services Agreement with NOMI, Inc., for professional design services of the new Dunbar Community Center Maintenance and Improvements Project, at a cost not to exceed $91,000. [Div. of Facilities and Fleet Management, Baradaran]

Summary

Authorization to execute a consultant services Agreement with NOMI, Inc., pursuant to RFP No. 16-2024, for professional design services of the new Dunbar Community Center - Maintenance & Improvements Project, located at 545 N. Upper Street, in the amount of $91,000.00. Maintenance and interior improvements to the existing facility at the 1st-floor level include all new flooring finishes, painting, lighting, restrooms, exercise equipment, E-sports, furnishings, and technology. Funds are Budgeted. (L0412-24) (Baradaran/Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted [select]: Yes

Account Number: 1105-707602-7221-91015

This Fiscal Year Impact: $91,000.00

Annual Impact: N/A

Project: DUNBAR_CTR_2024

Activity: RENOVATE

Budget Reference: 2024

Current Balance: $1,492,404.00

MAYOR LINDA GORTON

LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Jamshid Baradaran (for Chris Ford)
Chris Ford, Commissioner of General Services

DATE: April 11, 2024

SUBJECT: Request Council Authorization for Consultant Services Agreement
Professional Design Services – Dunbar Community Center - Maintenance & Improvements Project

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Request:

Request Council authorization for the Mayor to execute a consultant services agreement with NOMI Inc., for professional design services of the new Dunbar Community Center - Maintenance & Improvements Project.

Purpose:

Professional design services are needed for the maintenance and improvements of this existing facility, located at 545 N. Upper Street. This agreement was competitively bid under RFP# 16-2024.

Budgetary Implication:

The cost for Fiscal Year 2024 is $91,000.00.

Are the funds budgeted?

Yes. This will be paid from 1105-707602-7221-91015 (2024_DUNBAR_CTR_2024-RENOVATE)

File Number: 0412-24

Director/Commissioner: Jamshid Baradaran / Chris Ford

ATTACHMENT: B

CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of April 15, 2024, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and NOMI INC. (**CONSULTANT**). **OWNER** intends to proceed with architectural/engineering design services as described in the attached Request for Proposal document. The services are to include the preparation of Schematic Design Documents through Construction Documents, Bidding, and Construction Administration for the construction of the **Dunbar Community Center – Maintenance & Improvements Project** as contemplated in the **OWNER**'s Request for Proposal No. #16-2024. The services are hereinafter referred to as the Project.

OWNER and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional architectural/engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT was selected by **OWNER** based upon its response to the Request for Proposal No. #46-2022.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the Project described herein, serve as **OWNER'S** professional architectural and engineering representative for the Project as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

CONSULTANT shall perform professional services as hereinafter stated, which include customary architectural and engineering incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 16-2024. (**Exhibit "A"**), and Consultant's Response dated April 3, 2024 (**Exhibit "B"**). To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 16-2024. (**Exhibit "A"**).

After written authorization to proceed with the Evaluation and Recommendation Phase, **CONSULTANT** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.

2. On the basis of the "Selection Criteria" in the "Request for Proposal", attached in **Exhibit "A"**, conduct field surveys and gather other necessary data or information, prepare an evaluation and recommendation document consisting of design options and cost estimates as well as all required deliverables listed in the Request for Proposal. See **Exhibit "A"** for complete listing of all deliverables.

This Agreement (consisting of pages 1 to __ inclusive), together with the Exhibits and schedules identified above, constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Condition provisions of RFP No. 16-2024 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT

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

2.2. All "Additional Services" are subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

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

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

3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.

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

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

3.6. Furnish or direct **CONSULTANT** to provide necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

4.1. See **Exhibit "A"** for the project timeline/schedule.

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

If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 14 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within two (2) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.

Lump Sum Pricing

In consideration of the architectural and engineering services described in this Loan Agreement and its exhibits, **OWNER** shall pay **CONSULTANT** the sum below stated, which sum shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job. The negotiated cost of services is represented in the Form of Proposal, and is summarized as follows:

Design Stage (Total Services Below)	$ 72,800
Schematic Design Phase: (percentage of total services)	$ 13,650 15 %
Design Development Phase: (percentage of total services)	$ 18,200 20 %
Construction Documents Phase: (percentage of total services)	$ 36,400 40 %
Bid Phase: (percentage of total services)	$ 4,550 5 %
Construction Administration Stage	$ 18,200
(percentage of total services)	20 %
Total Architectural/ Engineering Services	$ 91,000

5.1.2. For Additional Services

"Additional Services" shall be paid for by the **OWNER** on the basis of the unit pricing below. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon payment for "Additional Services", the amount of such payment shall be determined as set forth in Section 6.5, "DISPUTES" of this Agreement.

Unit Pricing

If Additional Services are requested, the base contract may be increased and/or decreased on the basis of these proposed unit rates. No price adjustments will be made, unless mutually agreed to in advance through the Change Order process to the contract, or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice).

All Unit Pricing Hourly Rates shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job.

Title/Skill Level	Hourly Rate
Principal Architect	175 $/HR
Project Architect	150 $/HR
Project Manager	150 $/HR
Project Associate	120 $/HR
_____	_____ $/HR
_____	_____ $/HR

Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The **CONSULTANT** markup over the invoiced price shall be 0 %

5.2. Times of Payment.

5.2.1. For any month in which the **CONSULTANT** provides services in connection with this Agreement, the **CONSULTANT** shall submit to the **OWNER** a written statement reasonably identifying the percentage of each task, listed in Section 5.1.1., above, as may be amended by the parties from time to time, that has been completed to date, the total amount to be billed for each task, the amount previously billed for each task, and the total amount due and owing for each task at the time the statement is issued. Within thirty (30) days of the **OWNER's** receipt of such statement, the **OWNER** shall pay to the **CONSULTANT** all amounts due and owing as indicated thereon, unless the **OWNER** has in good faith contested the same.

5.3. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work

provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, provided the non-terminating party fails to cure such default within ten (10) days of receiving notice of such default.

6.1.2. The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon seven (7) days written notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents.

All documents, including hardcopies and original digital format, including but not limited to Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations.

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

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

shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including **CONSULTANTS**, and shall save, defend, and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues. Any action arising from or in relation to this Agreement shall be brought in Fayette County, Kentucky.

6.4. Successors and Assigns.

6.4.1. **CONSULTANT** binds itself and its partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

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

6.5. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **CONSULTANT** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **CONSULTANT**, shall be submitted to the Commissioner of the Department of General Services, Lexington-Fayette Urban County Government, for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of CONSULTANT'S Work.

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional architects

and engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **CONSULTANT**, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

6.7. Security Clause.

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

6.8. Access to Records.

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

6.9. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 16-2024 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 **CONSULTANT** agrees as follows:

7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training,

including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

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

SECTION 8 - SPECIAL PROVISIONS

8.1. This Agreement is subject to the following provisions.

8.1.2. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned the appropriate Lexington-Fayette Urban County Government employee (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or their designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or their designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or their designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

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

OWNER:	**CONSULTANT:**
_____	_____ MATTHEW BROOKS
_____	NOMI INC, PRESIDENT
_____	4/15/2024

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #16-2024 Design Services for Dunbar Community Center Maintenance and Improvements Project** 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 3, 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 20, 2024, 1:00 pm, at 545 N Upper St, 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 <u>special conditions</u> 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:

1. Professional qualifications and experience of the team with architectural and engineering services throughout the design and construction phases. 20 pts
2. Demonstrated understanding of the project requirements. Including past experience with similar projects and building systems. 25 pts
3. Capacity of the team to perform the work within the time limitations. Illustrated by the current volume of work in progress. 15 pts
4. Past record and performance on contracts with the LFUCG, other governmental agencies, and private industry with respect to such factors as cost control, quality of work, and ability to meet schedule requirements. 5 pts
5. Degree of local employment to be provided by the person or frim in the performance of the contract by the person or firm. 5 pts
6. Fees 30 pts

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 MWBDE 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 MWBDE 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	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@nwboc.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 Addres	**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 MWBDE 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 MWBDE 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	**Company Representative**
_____	_____
Date	**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, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent**,** Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

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

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

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

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

_____ _____

Signature Date

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

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

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

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

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

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

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

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

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Auto Liability	$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	$100K
Professional (E&O) Liability	$2 million per claim
Excess/Umbrella Liability	$1 million per occurrence

The policies above shall contain the following conditions:

a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

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

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

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

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

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

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00548704

LEXINGTON

REQUEST FOR PROPOSALS

FOR:

Dunbar Community Center -
Maintenance & Improvements Project

Professional Services
(A/E Design Consultant)

RFP# 16-2024

Department of General Services

Division of Facilities & Fleet Management

Capital Project Management

March 2024

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1.0- INTRODUCTION

The Lexington-Fayette Urban County Government (LFUCG) is seeking a proposal from consultants who are expertly qualified in the performance of professional design services relating to building improvements and renovation projects.

The purpose of these services is to assess the current conditions, review the existing drawings, and perform full architectural and engineering services to provide renovated interior spaces throughout the 1st floor level of the building. Currently, there is a federally funded (ARPA – American Rescue Plan Act) Project occurring at the facility to replace the entire roof system and provide new ADA-compliant restroom facilities at all (3) floor levels. This new project will utilize LFUCG general funds to continue the interior improvements outlined in Section 1.2. Architectural and engineering services shall include all incidental design services to carry out the design intent of the project as outlined.

The **Dunbar Community Center** is located at **545 N Upper Street – Lexington, KY 40508**

The Project shall consist of Two Stages:

- Stage 1: Design Stage
- Stage 2: Construction Administration Stage

1.1 - PROJECT NARRATIVE

The Dunbar Community Center was built in 1922 and opened in 1923 as Dunbar High School. The school closed in 1972 and was converted to a community center and offices for LFUCG Parks & Recreation in 1978 to serve the community. The building is three-stories with a partial crawl space, totaling approximately 34,620sf. There is a main gymnasium and bleachers, with supporting restrooms, locker rooms and storage. The facility also includes a kitchen, classrooms, exercise rooms, computer lab and offices for Parks & Recreation personnel on the 2nd and 3rd floor levels. These upper 2nd and 3rd floor levels have locked access control from the public monitored by the staff.

Many of the building interior elements and materials have reached the end of their lifecycle. With daily use, many of the flooring surfaces, paint, lighting, furniture, ceilings, plumbing fixtures, gymnasium bleachers and finishes need to be refreshed or replaced. The project may require some phased construction and limited portions of the work to be separated as alternates for bidding. The Dunbar Community Center shall remain in operation throughout construction and is occupied nearly 7 days/week. Design meetings with both LFUCG Capital Project Management and stakeholders with LFUCG Parks & Recreation will be held to finalize the scope.

The consultant shall be responsible for reviewing all attachments, project criteria, and gathering the necessary information to make expert-based recommendations to the Owner. Recommendations shall include at a minimum; comparisons of probable costs, product lifecycles, and maintenance requirements. As necessary, any phased work shall be shown on any final design documents for scheduling intent.

This Request for Proposal includes all phases of design, and outlines each phase with minimum requirements and recommendations within two project stages. Stage 1: Design Stage, includes a schematic design phase, design development phase, construction document phase, and a bidding phase. Stage 2: Construction Administration Phase includes construction administration, and a required eleventh month walkthrough to review items that may fall under the one-year workmanship warranty provided by the contractor.

1.2 - PROGRAM & TECHNICAL REQUIRMENTS

The Dunbar Community Center – Maintenance & Improvements Project will consist of replacement of the remaining existing men's and women's restrooms on the 1st floor level of the facility. Additional interior maintenance and renovation improvements will include the outlined priority scope shown below.

Consultants shall collaborate with the various LFUCG Departments and end users, including Capital Project Management, Parks & Recreation, Facilities Maintenance, and IT to ensure all required scope elements are met. The existing parking lot for the campus shall suffice for the required parking on site and accessible routes to the facility entrance. It shall also serve as the eventual construction parking and lay-down areas.

Interior maintenance and improvements shall include the following, but not limited to:

- **1st Floor Rear Men's & Women's Existing Restrooms**:
  - full replacement with new ADA-compliant restrooms
- **1st Floor Common Areas:**
  - all new flooring materials / vinyl or wood wall base / wall prep / painting / ceilings / ceiling systems / acoustical material / LED lighting / signage / seating / check-in desk / display areas / wall graphics
  - considerations for new interior window/door openings / new doors / door hardware
- **1st Floor Dunbar Historical Classroom**:
  - new flooring material / wall base / painting / lighting / lockable display cabinets and cases
  - conference & lounge furniture / lockable storage or new storage closet
  - digital display (TV) of the Dunbar school's history – work with the advisory board and consultant to display the digitize historic materials and information in various forms of digital and print form
- **1st Floor Fitness Exercise Rooms**:
  - new rubberized flooring / LED lighting / ceiling fans / acoustics
  - new exercise equipment / coordinated with staff/patrons/TR
- **1st Floor E-Sports Room**:
  - new finishes including flooring / painting / lighting / lockable storage / acoustical treatments.
  - new electrical, data and network upgrades / coordination with LFUCG IT & CPM
- **Gymnasium:**
  - new vinyl gym floor cover mats with motorized winder mobile storage rack
  - replace vinyl wall pads at each end
  - evaluate existing non-motorized operable wood bleachers for replacement consideration with new motorized telescopic bleachers or repair of existing
- **Concessions Room:**
  - electrical upgrades for additional and larger capacity equipment
  - addition of a hand wash sink to meet Fayette County Health Department standards

Additional Notes:

- Consultants shall coordinate with Owner for LFUCG standards. Owner will provide consultant with all available LFUCG standards as necessary, including IT/data, locks/keying/door hardware, toilet accessories, carpet and floor/wall tile standards, security cameras, lighting, etc.
- Consultant shall coordinate all colors and finishes with the Owner including LFUCG CPM, Parks & Recreation and Public Information Office (signage/graphic standards). Sample boards for interior and exterior finishes shall be submitted and reviewed with the Owner for approval.
- All interior finish materials should be long lasting, durable, and easily maintained.
- LFUCG will provide and perform all required abatement testing prior to construction beginning on the project through our in-house and third-party abatement consulting services. All abatement demolition work and scheduling will be coordinated with the design consultant and all abatement removal performed prior to construction commencing. Third-party air quality testing will confirm all areas.

The consultant shall provide continual coordination with the owner and provide recommendations based on cost, quality, schedule, maintenance, life cycle, constructability, and applicability to the specific project. A preliminary program of spaces has been outlined above, but the consultant shall be responsible to update and finalize the Program of Spaces as necessary with Owner approval. The consultant shall prepare alternates at the Owner's request, or as recommended by the consultant and approved by the Owner.

1.3 - SCOPE OF BASIC SERVICES

General Requirements:

a. **Council Presentations -** The Consultant must be available for Council Work Sessions and/or Council Meetings to make presentations, answer design questions, and provide change order information if requested by LFUCG CPM.
b. **Design Schedule** - See Project Schedule (Attachment C). The Consultant shall review the design schedule and submit a strategy of reaching milestone dates. Any proposed deviations to the attached schedule should be identified in the proposal.
c. **Deliverables -** All design submittals shall consist of (2) hard copies and (1) digital PDF copy at 98% submissions, and (2) hard copies and (1) digital PDF at the Final Submission of each Phase. Typical drawing sheet size to be 24"x 36" unless approved otherwise. Specifications, reports, and other supplemental documents shall be on 8-1/2" x 11" sheets unless approved otherwise. Supplemental drawings, revisions, and clarifications may be on 8-1/2" x 11" sheets, or 11" x 17" sheets. All other sheet sizes to be approved by LFUCG Project Manager. LFUCG Project Manager may request half-size sets of drawings as a portion of the required amount of hard copy sets per each submission.
d. **Owner Review Meetings/Presentation -** The Consultant shall be responsible for attending review meetings/presentations at the end of each design phase, and as otherwise noted in the RFP. Refer to design schedule (Attachment 'C').
e. **Value Engineering -** shall be performed at the end of each design phase as necessary to meet the project budget.
f. **Authorization to Proceed –** Where multiple phases of work are outlined, the Consultant shall not proceed with the next stage or phase of work until cost and timeline estimates are aligned with the Owner's budget and schedule. Authorization to commence with the next phase of work will be issued in writing from the Owner (LFUCG) after approval of previous design documents. Any work performed by the Consultant without this written authorization will be at the Consultant's risk and will be a voluntary contribution to the project.

1.3a - STAGE 1: Design Stage

The design stage of the project shall include all phases of design as outlined below. The consultant shall collect all necessary information, provide updates to the LFUCG Project Manager, acquire continual input from the Owner, evaluate and implement Owner's comments, advocate for the Owner, maintain documentation of the design process, and provide all deliverables as outlined by the RFP per the design schedule. Minimum requirements for each design phase are listed below. However, it is the Consultant's responsibility to communicate the design intent and full scope of work. Content established in the minimum requirements may be shown or indicated where the content is best communicated. The consultant shall be responsible for determining additional content as necessary to complete the full design intent based on the Owner's Project Requirements. The scope of this project will include full professional services for new construction and site development. The consultant shall seek continual input from the Owner throughout each phase of the project.

Phase 1: Schematic Design - Schematic Design Documents shall consist of drawings and other documents necessary to convey the overall intent. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing in a schematic design narrative. Proposed building systems shall be evaluated on probable costs, product lifecycle, and maintenance requirements. Continual input from the Owner shall be actively sought throughout the schematic design process. At the completion of the Schematic Design Phase the general design intent of the project shall be expressed and evident. See below for minimum Schematic Design Submission Requirements:

☐ **Program of Spaces/ Defined Scope of Work**
Written assurance from the design professional that the building square footage, and/or defined scope of work depicted on the drawings is consistent with that shown in the program of spaces, and/or proposed scope of work. If there is a discrepancy between these documents, an explanation of the discrepancy shall be provided.

☐ **Preliminary Estimate of Probable Construction Cost.**
The Probable Construction Cost shall be itemized with unit costs. If the consultants Preliminary Estimate of Probable Construction Cost is over an Owner provided construction budget, the consultant must include value engineering options, and written recommendations of how to reduce the cost to meet the provided budget.

☐ **Schematic Design Narrative & Documentation**
Written documentation and justification of proposed major building systems. Identify each major building system where applicable (HVAC systems, building envelope, electrical, plumbing, etc.). Provide probable costs, product lifecycle, and maintenance requirements of each system. Provide a written recommendation for the systems to be used. Specify to what degree, if any, that system commissioning will be required for the project and advise Owner on procurement options.

☐ **Schematic Design Drawings** (include at a minimum):

- Cover Sheet: Project name, project address, date of submission, drawing index with sheet names and numbers listing all drawings included within the submission, list of abbreviations and project specific notes, vicinity map of general project location with north arrow, breakdown of building square footage by floor with total, use & occupancy classification, construction classification, phase of submission, and owner name & contact information.
- Site Plan: Incorporate Boundary and Topographic Survey Data, Preliminary Grading Plan, and Utility Plan showing anticipated proposed tie-in locations where applicable.
- Floor Plans: Room descriptions and square footages of each space, plumbing fixtures, all major MEP components applicable to the scope of work at the schematic level, line diagrams as necessary, and overall dimensions.
- Elevations/Roof Plans: Exterior elevation and roof plan drawings sufficient to describe the general layout and character of proposed new construction and/or major renovation. All major construction materials and/or components shall be identified on drawings. All major building elevations shall be required for new building construction.

Schematic Design Deliverables:
(2) Full hardcopy sets, and (1) digital set of submission items are due at the 98% submission as indicated on the design schedule (Attachment C) unless approved otherwise. Consultants are required to present the submission in person at an Owner's review meeting, and keep a record of the meeting minutes along with all Owner comments and action items. The consultant shall distribute the meeting minutes within (3) business days of the Owner review meeting. LFUCG Project Manager will review the submission, and will

send in writing, additional review items and comments within (5) business days. The consultant shall incorporate all applicable review comments, and submit three full hard copy sets and one digital set of all submission items for the final schematic design submission.

The Consultant shall not proceed with the next phase of work until cost and timeline estimates are aligned with the Owner's budget and timeline, and approved by the Owner. Authorization to commence with the next phase of work will be made in writing from the Owner. Any work performed by the Consultant without this written authorization will be at the Consultant's risk.

Phase 2: Design Development

The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents. Design Development Documents shall consist of documents including plans, sections, elevations, and typical construction details that effectively communicate the overall scope of work, layout, dimensions, quantities, and specific building systems. The Design Development Documents shall include outline specifications that identify major materials and systems, and establish in general their quality levels. All major building systems shall be expressed in a clear graphical and/or written manner. The design approach and aesthetic of the building envelope improvements shall be fully communicated within the Design Development Submission. Continual input from the Owner shall be actively sought throughout the Design Development process. At the completion of the Design Development Phase the design intent of the project shall be fully expressed and evident. See below for minimum Design Development Submission Requirements:

☐ **Program of Spaces/ Defined Scope of Work**
Written assurance from the design professional that the building square footage, and/or defined scope of work depicted on the drawings is consistent with that shown in the program of spaces, and/or proposed scope of work. If there is a discrepancy between these documents, an explanation of the discrepancy shall be provided.

☐ **Estimate of Probable Construction Cost.**
The Probable Construction Cost shall be itemized out with unit cost. If the consultant's Estimate of Probable Construction Cost is over an Owner provided construction budget/ approved construction cost from a previous phase, the consultant must include value engineering options, and written recommendations of how to reduce the cost to meet the provided budget.

☐ **Outline Specification**
Outline specifications to include all major building, and/or project components & systems per division of work specific to the project. Identifies the major materials & systems, and establishes in general their quality levels. Basis of design for major materials, components, and systems to be identified, and coordinated with the Owner. Include Cover Sheet, and full table of contents.

☐ **Design Development Drawings** (include at a minimum):

- Site Plans: Key plan, property lines, building footprint, parking & paving, exterior steps & ramps, sidewalks, fencing. Identify locations of materials (asphalt, concrete, pavers, lawn, etc.), storm water management, spot grades at all entrances & new building corners, grades (at drives, sidewalks, & parking), location of all necessary utilities (power, water, sewer, communication, etc.), and datum points for locating/ placing new construction.
- Structural Plans: Key plan, layout of floor & roof framing plans showing major structural components including sizes/ weights, descriptions of floor deck & concrete systems, locations of retaining walls or non-standard foundations and/or framing systems, bearing height of structural elements, finish floor elevations, proposed bottom of footing

elevations, location dimensions for all major structural elements/ dimensional tie-ins to architectural plans, narrative describing structural systems for all footings, foundations, floors, roof, and/or modifications.

- Architectural Plans: Key plan, Show all major plan elements where applicable (columns, exterior walls, interior partitions, doors/ door swing, windows, stairs, handrail/ guard rails, elevators, interior frames & openings, casework/ built in items, equipment, etc.), room names and numbers, door numbers, Overall building dimensions, column line dimensions tied to exterior wall dimensions, wall thicknesses, stair & ramp dimensions, continuous string of dimensions (minimum of one longitudinally & one laterally) through the building or space that equals the overall dimensions, ceilings (show grid with lighting & HVAC, ceiling heights, changes in ceiling elevations, note materials, show all ceiling mounted items), callouts for building elevations & sections, door & window tags, roofing elements (locate: roof drains, gutters, downspouts, overflows, taper insulation, roof slops, major flashing, roof curbs, parapets, ridge lines, valleys, roof ladders, hatches, etc.), preliminary finish schedule (floors, walls, and ceilings).
- Elevations: Exterior elevations of all new construction from an orthogonal view (include bump-out returns, elevations above the roof line, dormer faces/sides, etc.), show locations of major equipment, finish grade, windows & doors, finish floor heights, bearing heights, top of wall heights, roof pitch, note all materials & show material extent. Show interior elevations of complex areas requiring multiple material transitions, space requirements for built-ins, and/or equipment. Dash & label all required clearances.
- Building Sections: Show all major building elements that come in contact with the section plane (roofs, exterior walls, foundations, floors, beams, joist, windows, doors, openings, ceilings, soffits, insulation, finish grade, etc.), roof slope, wall section call outs. Provide minimum of two major building sections (one longitudinally & one laterally).
- Plumbing: Key plan with legend, preliminary plumbing fixture schedule & equipment schedules for all plumbing equipment (provide makes & model, if available), locate all plumbing fixtures & equipment, locate main water line and include sizing, locate main sewer/ vent lines and include sizing, locate roof drain lines and include sizing. Identify where water, sewer and storm enter/ exit the site/ facility.
- Mechanical: Key plan with legend, preliminary equipment schedules with sizes and quantities from basis of design (provide make & model, if known), locate all major HVAC equipment. Provide at a minimum, single line diagram of ducts and pipes sufficient to show zone locations including preliminary sizing for all ductwork mains and piping system main lines on plan view. Locate roof top equipment, fans, HVAC, etc. Ensure all roof top equipment locations allow for proper clearances in relation to parapet walls, exhaust vents, intake louvers, etc. Confirm proper existing and/or new structure with equipment weight & vibrations. Coordinate & allow for proper equipment curbs, roof repairs, and proper flashing. Coordinate locations of all ground equipment, clearances, concrete pads, in-take locations, screen walls / enclosures, etc.
- Electrical: Key plan with legend, power plan with legend showing locations of main and distribution panel boards/ outlets along with service entrance and transformer locations, and emergency power systems (generators/ misc. systems). Lighting plan with legend showing the location of lighting, fixture type, controls, dimming systems, exit lighting, and emergency egress lighting. Preliminary fixture schedule showing all fixture types with basis design identified (manufacturer and model if known). Communications plan with legend showing location of fire alarm pull stations (if applicable), data outlets, phone outlets, etc. Site utility service connections & details, technology documents showing cable tray, outlet locations, main technology closets and outlet details.

☐ **3D Images/ Samples:**
Provide color 3D images of any proposed new major interior areas. 3D Images may be sketched by hand, exported images from sketch-up, rendered images from Revit, or other prefer program. The intent of the 3D images is to provide an aesthetic understanding of the proposed building elements. Material types, configurations, and overall aesthetic shall be clear and evident. Consultants shall submit sample board of all major materials.

Design Development Deliverables:
(2) Full hardcopy sets, and (1) digital set of submission items are due at the 98% submission as indicated on the design schedule (Attachment C) unless approved otherwise. Consultants are required to present the submission in person at an Owner's review meeting, and keep a record of the meeting minutes along with all Owner comments and action items. Only one material sample board is required at 98% submission unless updates are necessary. If updates are necessary, an updated material sample board may be resubmitted at final completion of the phase. The consultant shall distribute the meeting minutes within (3) business days of the Owner review meeting. LFUCG Project Manager will review the submission, and will send in writing, additional review items and comments within (5) business days. The consultant shall incorporate all applicable review comments, and submit three full hard copy sets and one digital set of all submission items for the final design development submission.

The Consultant shall not proceed with the next phase of work until cost and timeline estimates are aligned with the Owner's budget and timeline, and approved by the Owner. Authorization to commence with the next phase of work will be made in writing from the Owner. Any work performed by the Consultant without this written authorization will be at the Consultant's risk.

Phase 3: Construction Documents
The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents. Construction Documents shall consist of documents including fully noted drawings and specifications that effectively communicate the entire design intent and full scope of work including all approved alternates. Drawings and specification shall be coordinated by the design consultant for quality and completeness. Continual input from the Owner shall be actively sought throughout the Construction Document process. The consultant shall coordinate with LFUCG Project Manager and LFUCG Division of Procurement. LFUCG Front End Documents, Parts I through VIII will be completed by LFUCG Division of Procurement with assistance from the design consultant and inserted into the Project Manual. Parts I through VIII include: I- Advertisement for Bids, II- Information for Bidders, III- Form of Proposal, IV- General Conditions, V- Special Conditions, VI- Contract Agreement, VII- Performance and Payment Bonds, VIII- Addenda. Consultants shall review Parts I – VII, assist with project specific information, and complete the rest of the Project Manual including cover sheet, indexes, technical specifications, etc. The completed construction documents shall convey the entire scope of work in a level of detail for quality construction of the full project scope that meets all applicable codes, regulations, and requirements. See below for minimum Construction Documents Submission Requirements:

☐ **Program of Spaces/ Defined Scope of Work**
Written assurance from the design professional that the building square footage, and/or defined scope of work depicted on the drawings is consistent with that shown in the program of spaces, and/or proposed scope of work. If there is a discrepancy between these documents, an explanation of the discrepancy shall be provided.

☐ **Independent Third Party Estimate of Construction Cost:**
The consultant shall engage with a professional third-party commercial estimator for a full Itemized Construction Cost Estimate including unit costs and quantities per division of work. If the Construction Cost Estimate is over the Owner provided construction budget/ approved

construction cost from a previous phase, the consultant shall work with the third-party estimator to include value engineering options to meet the Owner's Budget. The consultant shall provide a written evaluation of value engineering options with a recommendation of how to reduce the cost to meet the provided budget. **Design Consultant to include all fees in their proposal to include this team member along with any and all subconsultants.**

☐ **Project Manual**

Specifications shall include all major building, site, and project components/ systems per division of work specific to the project. Consultant shall provide all necessary Divisions (Divisions 01 through 33). Division 01 – General Requirements shall be coordinated with LFUCG General Conditions, and with the LFUCG Project Manager. Consultants shall coordinate basis of design, equal manufacturers, warranties, and applicable sample/ mock-up submittal requirements with LFUCG Project Manager for all major building systems. Consultants shall be responsible for the complete Project Manual, and shall include a full table of contents. LFUCG's Central Purchasing will provide LFUCG Front End Documents to be inserted into the Project Manual before advertising for bids. The Consultant shall coordinate and assist as necessary with Central Purchasing on all LFUCG Front End Documents pertaining to project specific information. Project Manual Cover Sheet shall include at a minimum: LFUCG Logo, Phase, Owner (LFUCG) Information, Project Name, Project Address, Date, and Bid Number.

☐ **Construction Document Drawings** (include at a minimum):

- Cover Sheet: Project name, project address, date of submission, drawing index with sheet names and numbers listing all drawings included within the submission, list of abbreviations and project specific notes, vicinity map of general project location with north arrow, breakdown of building square footage by floor with total, use & occupancy classification, construction classification, phase of submission, owner name & contact information, and Bid Number as issued by LFUCG.
- Civil: Site layout plans and details including property lines, buildings/ structures, curb cuts, parking & paving, exterior steps & ramps, sidewalks, fencing, curbs, locations of materials (asphalt, concrete, pavers, lawn, etc.), dumpster location & pad/enclosure details, site signage, miscellaneous details (light bases, bollards, curbs, etc.), and all other site improvements. Landscaping plans and details as required by code, ordnances, and/or other required regulations. Site grading plans and details with spot grades at all entrances & new building corners. Include datum points for locating/ placing new construction (coordinate with architectural). Storm water management, sediment and erosion control plan & details. Site profiles and sections. Utility plans, details, and profiles indicating locations of all utilities, tie-ins, etc. (power, water, sewer, communication, etc.). Include all details, legends, and schedules as necessary to convey full scope of work. Include key plan, tags, call outs, etc.
- Structural: Structural comments sheet with all code and design basis noting all design parameters, abbreviations, legends, etc. Dimensioned foundation plans with slab notes and details. Dimensioned layout of floor & roof framing plans showing structural components including sizes/ weights. Note all openings, jointing, and edge conditions. Include bearing height of structural elements, finish floor elevations, footing elevations, and location dimensions for all major structural elements/ dimensional tie-ins to architectural plans. Provide sections and details to show all typical and unique foundation and framing conditions. Complete all foundation, column, beam, and lintel schedules and details to convey full scope of work. Include key plan, tags, call outs, etc.
- Architectural Plans: Show all major plan elements (columns, exterior walls, interior partitions, doors/ door swing, windows, stairs, handrail/ guard rails, elevators, interior

frames & openings, casework/ built in items, equipment, etc.), room names and numbers, door and window tags/numbers, partition tags, legends, overall building dimensions, column line dimensions tied to exterior wall dimensions, wall thicknesses, stair & ramp dimensions, dimension all interior partitions and openings, provide continuous string of dimensions, and key notes to covey full scope of work. Life safety plan to show all exists with actual load and capacity (verify that minimum egress requirements are met), show egress paths per code lengths, verify stair/ ramp/ railing requirements per code, verify wall ratings per code, review plan for handicapped access. Reflected Ceilings to be coordinate with MEP and structural. Show grid with lighting, HVAC, ceiling heights, changes in ceiling elevations, note materials, access panels, and all other ceiling mounted items). Roof Plans and details shall be coordinate with MEP and structural. Locate roof drains, gutters, downspouts, overflows, taper insulation, roof slops, major flashing, roof curbs, parapets, ridge lines, valleys, roof ladders, hatches, etc. Indicate R-value, and identify minimum roof insulation at low points. Finish plans to indicate locations and extents of finish materials, material transitions and locations, room names/ numbers, and casework locations. Provide furniture layout to be coordinated with MEP (electrical and data locations to be allow for flexibility in furniture arrangement. Enlarged plans to include kitchen, restrooms, stairs, display areas, etc. Architectural Plans to include all details, legends, and schedules as necessary to convey full scope of work. Include key plan, tags, call outs, etc. Coordinate with Civil, Structural, and MEP.

- Building Elevations: Exterior elevations of all new construction from an orthogonal view (include bump-out returns, elevations above the roof line, dormer faces/sides, etc.), show locations of major equipment, finish grade, windows & doors, finish floor heights, bearing heights, top of wall heights, flashing, gutters, downspouts, trims, and roof pitch. Note all materials & show material extents and transitions. Show interior elevations of complex areas requiring multiple material transitions, space requirements for built-ins, and/or equipment, display areas, and restroom plumbing walls (where heights, arrangements, and finishes need clarification). Dash & label all required clearances. Provide complete notation, call outs, and coordination.
- Sections: Building Sections to show all major building elements that come in contact with the section plane (roofs, exterior walls, foundations, floors, beams, joist, windows, doors, openings, canopies, ceilings, soffits, insulation, finish grade, etc.). Indicate roof slope, and show wall section call outs. Provide minimum of two complete major building sections (one longitudinally & one laterally). Show additional sections as required to convey full scope of work. Show call outs for wall sections were applicable. Provide wall sections for typical conditions, and at all unique conditions (material and construction type transitions, canopy locations, major entrances, etc.). Note all materials and construction, and provide call outs for larger details. Provide larger details for all areas not conveyed at smaller scales. Show material transitions, and terminations. Show flashing, sealant, and other water proofing details. Provide complete notation, call outs, and coordination.
- Doors & Windows: Dimension all doors, door frames, and windows, show elevations and jamb/sill heights, schedule and/ or note all materials/ material types, show swing directions, and coordinate hardware. Show head, jamb, and sill details for all openings. Coordinate with structural, interior finishes, and window treatments (blinds, shades, tints, etc.). Schedule all doors and windows. Door schedule to include: Door number, door size, door material, glass type, door elevation reference, frame material, frame type reference, fire rating, head reference, jamb reference, sill reference, hardware set number (coordinate with specification – hardware specification to include ANSI hardware function.)
- Plumbing: Completed plumbing systems foundation drain lines, storm, and sanitary sewer and vent lines, complete water supply system and location of all plumbing fixtures, including hose cabinets and sewage disposal system. Size all piping including valves, on plan

view. Include riser diagrams and details for all systems. Completed fixture and equipment schedules including makes and models for all systems to adequately show the basis of design. For areas of concentrated equipment, provide enlarged plans for both plan and section views. Indicate the design intent for fire protection system desired, and special equipment (i.e., fire pumps, holding tanks) as necessary and where applicable for the project. Include key plan, legends, tags, call outs, etc.

- Mechanical: HVAC plans showing completed systems with size and type of heating and cooling units. Show all connections, pumps, supply and return lines with sizes, valves and slopes, motors, air-handling equipment, and fans. Including types, locations, sizes and capacity of all ducts, grilles and ventilator. Provide plans showing ductwork, piping, and mechanical devices with sizes. Note sound/vibration attenuation measures. Show locations of fire dampers, balance dampers, access panels, and housekeeping pads sized and located on plans. Show completed equipment schedules including makes, models, fan RPM speed, etc., for all systems. For areas of concentrated equipment, provide enlarged plans and section views. Show all piping sized including valves on plan view. Include riser diagrams and details for all systems. Complete control schematic diagram with terminations which correlate with the sequence of operation in the specification. Consultant to advise Owner of equipment and components that affect the building's aesthetic, and/or is in direct view from an exterior pedestrian perspective. Include key plan, legends, tags, call outs, etc.
- Electrical: Use standard symbols to show all connections; inside and outside, wall, floor, and ceiling. Show locations and size of all conduits, capacity of outlets, network drops, location and details of switch panels, circuit breakers and fusing, location and connections for all bells, alarms, special outlets, etc. Electrical light fixture schedule with makes and models to adequately show the basis of design. Lighting control details and risers. One-line diagrams showing all panel sizes, conduit requirements and wire sizes. Panel schedules for all new, renovated and existing panels. Plans showing locations of all panels, outlets, light fixtures, receptacles, switches, fire alarm devices (if applicable) and equipment, emergency power systems, etc. Show mechanical equipment connection schedule. For areas of concentrated equipment, provide enlarged plans and section views. Coordinate technology with LFUCG. Show detailed rack systems for T/D, video/TV, sound, security, intercom, CCTV and wireless outlet systems. Provide completed equipment schedules including makes and models for all systems. Provide riser diagrams for all systems. Show incoming service connection details, completed site utility service connections and detail, power plan with legend showing locations of main and distribution panel boards and outlets. Provide lighting plan with legend showing location of lighting, controls, exit lighting, and emergency egress lighting. Provide communications plan, hardwired computer outlets, phone outlets, CCTV locations, TV Monitors, etc. Provide completed power, lighting and communication equipment schedules. Include key plan, legends, tags, call outs, etc.

☐ **3D Images/ Samples:**

Provide color 3D images of any proposed new major interior areas. 3D Images may be sketched by hand, exported images from sketch-up, rendered images from Revit, or other prefer program. The intent of the 3D images is to provide an aesthetic understanding of the proposed building elements. Material types, configurations, and overall aesthetic shall be clear and evident. Consultants shall submit sample board of all major materials.

Construction Document Deliverables:
(2) Full hardcopy sets, and (1) digital set of submission items are due at the 98% submission as indicated on the design schedule (Attachment 'C') unless approved otherwise. Consultants are required to present the submission in person at an Owner's review meeting, and keep a record of the meeting minutes along with all Owner comments and action items. The consultant shall distribute the meeting minutes within (3) business days of the Owner review meeting. LFUCG Project Manager will review the submission, and will send in writing, additional review items and comments within (5) business days.

The Consultant shall not proceed with the next phase of work until cost and timeline estimates are aligned with the Owner's budget and timeline, and approved by the Owner. Authorization to commence with the next phase of work will be made in writing from the Owner. Any work performed by the Consultant without this written authorization will be at the Consultant's risk.

The consultant shall incorporate all applicable review comments, and coordinate with the LFUCG Project Manager & LFUCG Division of Procurement for submission of Ready to Advertise (RTA) Construction Documents. Consultants shall submit three full hard copy sets and one digital set of all submission items for the Final Construction Document Submission.

Phase 4: Bid Phase
The Division of Central Purchasing will be responsible for advertising the bid documents. All questions, requests, and correspondence shall be directed to LFUCG Division of Procurement during the Bid Phase. The consultant shall assist Purchasing with clarifications, questions form bidders, and addenda. The Consultant shall be responsible for attending the Pre-Bid Conference, and providing a verbal summary of the scope of work. The Pre-Bid Conference will be conducted by the Division of Procurement. The Bid Opening will also be conducted through the Division of Procurement. After the Bid Opening, the Consultant shall be responsible for reviewing all Bids, and providing a written recommendation to the LFUCG Project Manager.

Bid Phase Deliverables:
(1) Hardcopy and (1) digital written recommendation on company letterhead.

1.3b - STAGE 2: Construction Administration Stage

The Construction Administration Phase of the project shall start after the Bid Phase once the Owner has released the written Notice to Proceed (NTP) to the contractor. Duration of construction administration services will be based on both construction contract time, completion of the original project scope, and Owner's approval of all deliverables. The Consultant shall forward all review items to the LFUCG Project Manager, and provide continuous updates and coordination. The consultant shall inform and coordinate all site visits and construction administration related meetings with the LFUCG Project Manager. The LFUCG Project Manager will be the primary contact for the Owner. All written recommendations and reports throughout the construction phase shall appear on the Consultant's company letterhead. All Owner approvals shall be made in writing.

Phase 1: Construction Administration Phase
Construction Administration shall be provided throughout the Construction Stage in which the consultant shall advocate for the Owner (LFUCG), administer the construction contract, maintain consistent and precise documentation, facilitate the project close out, and provide frequent updates to the LFUCG Project Manager. LFUCG Project Manager shall be included on all correspondence, meeting invites, and shall be informed of all milestones, issues, delays, or contract deviations. Minimum Construction Administration services shall include the following:

☐ **Meetings (Pre-Construction & Progress Meetings):**
Prepare agendas, lead meetings, and distribute meeting minutes. Progress meeting shall be scheduled bi-weekly (every two weeks).

☐ **Reviews:**
Consultant shall review Construction Schedules, Schedule of Values (SOV), Submittals, Samples, Mock-ups, Contractor's Daily Logs, Payment Applications, Proposals, Change Order Documentation, RFIs, O&M Manuals, Closeout Documents, and all other correspondence. All Owner approvals shall be made in writing.

☐ **Logs:**
Maintain Submittal Logs, RFI Log, ASI, Log, Proposal Log, Change Order Log, etc. At a minimum, all logs shall contain numbered items, item names, relevant dates, item summary, item action, and current status.

☐ **Correspondence/ Reports:**
Consultants shall document and keep a record of all project correspondence.
Clarifications to the construction documents initiated by the Contractor shall be though a Request for Information (RFI). Clarifications initiated by the consultant shall be through Architectural Supplemental Instructions (ASI). Clarifications made by RFI or ASI shall not change the contract time, or the contract amount. Field Observations shall be made at each Progress Meeting, and Field Observation Reports shall be provided with Progress Meeting Minutes. Work Changes Proposal Request (WCPR) will be used for proposal request with Owner Approval. Written Recommendations from the consultant shall be required for all proposed Change Orders. The consultant shall consistently update the Owner, and inform the Owner of any deviations from the construction documents, potential time delays, or construction issues.

☐ **Inspections:**
Consultant shall inspect the full scope of work to determine Substantial Completion. The consultant shall conduct a second inspection of the full scope of work to determine Final Completion after all Punch List items have been corrected. Consultants shall provide both a Punch List, and a Back-Punch List containing completion dates for each punch-item. A Certificate of Substantial Completion shall be issued to both the Owner and Contractor.

☐ **Supplemental Drawings:**
Supplemental drawings shall be required to clearly communicate the full scope of work when necessary, when not already shown in the construction documents, or when additional clarification is needed. Supplemental Drawings may be required for clarifications, RFI, ASI, WCPR, Change Orders, etc.

☐ **Record Drawings:**
Consultant shall collect the Contractor's marked-up drawings (As-Built Drawings), and digitally update the construction documents for Record Documents to be submitted to the Owner in both hardcopy and digital format.

☐ **Close Out:**
Consultant shall generate a Project Closeout Checklist containing all close out items as listed in the Contract Documents. This Checklist shall include dates for the following items: Issue of Certificate of Substantial Completion, List of Completed Inspections, Completion of Punch List Items, Final Release of Liens, Consent of Surety, Completed O&M Manuals, Completed Record Drawings,

Completion of Back-Punch List, Review of Final Payment Application, Verification of Stock Items Transferred to Owner, and Confirmation of all Deliverables competed and submitted to the Owner.

Construction Administration Deliverables:

I. Consultant shall provide Progress Meeting Agenda, Submittal Log, RFI Log, ASI Log, Log of Proposals, and Change Order Log in digital format sent (1) day prior to each progress meeting, and shall provide hardcopy prints at each progress meeting for attendees at the meeting.
II. Consultant shall submit (1) digital copy of Progress Meeting Minutes, and Field Observation Report within (5) business days after each Progress Meeting.
III. Consultant shall submit (1) digital copy of Change Order Recommendation within (5) business days after receiving contractor's proposal and back-up documentation.
IV. Consultant shall submit (3) hardcopies, and (1) digital copy of the Certificate of Substantial Completion.
V. Consultant shall submit (1) digital copy of the Punch List within (5) business days after the walk-through to determine Substantial Completion.
VI. Consultant shall submit (1) digital copy of the Back-Punch List within (5) business days after the walk-through to determine Final Completion.
VII. Consultant shall submit the Contractor's Original "As Build" Drawings to the Owner, and the following digital copies of the Record Documents: PDF file of all Drawings, PDF File of the Project Manual, CAD files of all drawings, DOCX files of the Project Manual.
VIII. Consultant shall submit (1) digital copy of the completed Project Closeout List within (5) days after Final Completion.

Phase 2: One Year Workmanship Warranty Period - Coordination Assistance

☐ **Warranty Coordination**
Owner assistance, and coordination with the Contractor for correction of warranty items throughout the Contractor's One Year Workmanship Warranty Period.

☐ **11- Month Walk-Through**
Consultant shall coordinate an 11-Month Walk-Through onsite with the Consultant, Owner, and Contractor. A list of warranty items to be corrected shall be submitted to all parties. The consultant shall follow-up with the completion of identified warranty items, and resubmit the list of warranty items to the Owner with completion dates.

One Year Workmanship Warranty Period Deliverables:

I. Consultant shall submit (1) digital copy of the 11 Month Walk-Through List of Warranty Items within (5) business days of the 11 Month Walk Through.
II. Consultant shall submit (1) digital copy of the 11 Month Walk-Through List of Warranty Items with dates of correction for each item.

1.4 - SELECTION PROCESS

All responses to this RFP/Q meeting the submittal requirements will be evaluated by a review committee. Written proposals will be reviewed and ranked by the review committee and ranked in accordance with the rating criteria reflected in this RFP/Q.

All costs associated with the preparation and responses, including presentation materials for interviews and site visits, if conducted, related to this RFP/Q shall be borne solely by the consultant and at no cost to LFUCG.

SCORING CRITERIA

	Total Points
Professional qualifications and experience of the team with architectural and engineering services throughout the design and construction phases.	20
Demonstrated understanding of the project requirements. Including past experience with similar projects and building systems.	25
Capacity of the team to perform the work within the time limitations. Illustrated by the current volume of work in progress.	15
Past record and performance on contracts with the LFUCG, other governmental agencies, and private industry with respect to such factors as cost control, quality of work, and ability to meet schedule requirements.	5
Degree of local employment to be provided by the person or frim in the performance of the contract by the person or firm.	5
Fees	30
Final Technical Score	**100**

COMPENSATION

Refer to the Sample Contract (**Attachment B)** for complete compensation description.

ATTACHMENT: A

FORM OF PROPOSAL

Design Services for the Dunbar Community Center – Maintenance & Improvements Project
Request for Proposal # 16-2024
Form of Proposal

Consultant:_____

Address: _____

_

1. **General:**
   a. The undersigned Consultant, having read and examined the specifications and associated documents for the above designated work, affirms agreement to complete all work in accordance with the contract documents.
   b. The selected Successful Consultant (SC) shall verify all mentioned requirements in these contract documents. The SC shall confirm in writing any discrepancies found within one week of being informed of successful proposal.
   c. The undersigned agrees that this proposal constitutes a firm offer to the LFUCG which cannot be withdrawn for one hundred twenty (120) calendar days from and after the stated closing time, or until a contract is fully executed by the LFUCG and a third party, whichever occurs earlier.
   d. The Consultant shall include Technical Information as required herein.
2. **Submittal Requirements:** Interested firms are encouraged to submit their qualifications, which will include the information below. Failure to comply with this requirement may lead in disqualification of the Consultant's proposal:
   a. Signed cover letter stating interest in the project. The cover letter should indicate the proposer's willingness to enter into an agreement with the LFUCG (see Sample Contract **Attachment B**). An officer of the company who has authority to commit their firm to the proposed project must sign the letter.
   b. Additional company information to be provided shall include company history, key management members, major accomplishments, inter-company or third party alliances or partnerships, and any major pending litigation and facts of the case(s).
   c. Narrative on how customer satisfaction is tracked.
   d. Copies of written continuing education/professional training program and quality control/quality assurance program.
   e. Provide the current number of employees and employee types.
   f. Statement of general firm qualifications and capacity that should include firm location, where the work will be performed, and the firm's background and demonstrated ability to perform the required services for this project.
   g. Project Team list including sub consultants indicating key professionals that will be specifically assigned to work on each discipline and phase of the project. Identify project manager. Detailed resumes for the key professionals and project manager should be included with the proposal. Describe team members' educational background, related experience, experience in providing like services to governmental entities, and individual references within such entities. Describe how the team has worked together on similar projects in the past.

h. Summary of firm's recent (5 year) experience in similar/representative projects including
   i. Physical project size
   ii. Estimated and Actual Cost of the resulting construction and/or renovation work
   iii. Identification of any involved sub-consultants and/or joint-venture partners

i. Conflict of Interest Statement clearly stating the proposer has no conflicts of interest in providing professional services on the project.

j. A narrative of design approach, preliminary design concepts, approach to project inclusive of proposed work scope, and related considerations.

k. Ability to meet required deadlines (See Project Schedule **Attachment C**). Demonstrate integration of this project into the firm's present workload through current and projected staff workload data.

l. References: names and contact information of previous clients on similar projects within the past five (5) years with a description of the type of project completed on schedule and on budget. A minimum of three references is required.

3. **Proposal Format**: Proposals are limited to 20 single-sided pages not including the required LFUCG documents as outlined in the RFP. Proposals in excess of these requirements may not be considered. The twenty (20) page limitation includes any written, photographic or graphic material contained in the body of the statement and any appendices. The limitation does not include:
   i. The cover (although narrative on the reverse side of the front cover or front of the back cover will be counted)
   ii. A title page
   iii. A table of contents and/or index; or blank tab pages

4. Respondents are responsible for all costs associated with the preparation of materials in response to this RFP. The LFUCG assumes no responsibility for such costs. The LFUCG reserves the right to waive any formality in the submitted statements of qualifications, to reject any and all statements of qualifications or to re-advertise for additional statements of qualifications.

5. **Work Plan:** Consultant shall provide a plan to complete the work described herein in submitted proposal within the submittal limit. Included in work plan shall be:

   a. A checklist of what specific deliverables will be provided at each design phase and/or milestone and the team member that will provide the deliverable.

   b. A specific budget and schedule **(**See Project Schedule **Attachment C)** to complete services described herein.

   c. An explanation of the communication/documentation and collaboration plan.

   d. An explanation of the approach that will be used to assure quality and well-coordinated documents between all disciplines through the design process.

   e. An explanation of the team Quality Control Program throughout all phases of design, and through construction administration.

6. Lump Sum Pricing:

   a. All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job.)

   b. Provide Firm Lump Sum Cost for providing the LFUCG with services as noted in these specifications.

Design Stage (Total Services Below) **$_____**

Schematic Design Phase: $_____
(percentage of total services) _____%

Design Development Phase: $_____
(percentage of total services) _____%

Construction Documents Phase: $_____
(percentage of total services) _____%

Bid Phase: $_____
(percentage of total services) _____%

Construction Administration Stage $_____

(percentage of total services) _____%

Total Architectural/ Engineering Services **$_____**

7. **Payment for Additional Services:** Additional Services, as permitted under Section 2 of the Contract, shall be compensated at the unit rates listed below. The LFUCG reserves the right to increase or decrease frequencies of unit cost. If Additional Services are requested, the base contract may be increased or decreased on the basis of the unit rates. No price adjustments will be made unless mutually agreed to in advance through the Change Order process to the contract. All Unit Pricing Hourly Rates shall include all direct labor, any supervision required, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacations, etc.) disposal fees, tool allowance, equipment, materials, profit, and all other costs used on the job.

Title/Skill Level	Hourly Rate
_____	_____$/HR
_____	_____$/HR
_____	_____$/HR
_____	_____$/HR
_____	_____$/HR
_____	_____$/HR
_____	_____$/HR
_____	_____$/HR

a. Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The Consultant markup over the invoiced price shall be zero percent (0%).

b. Approved reimbursable expenses will be based on actual costs and shall be mutually agreed to in advance through the Change Order process to the contract.

Signature	**Name**
Title	**Date**

ATTACHMENT: B

CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2024, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and _____ (**CONSULTANT**). **OWNER** intends to proceed with architectural/engineering design services as described in the attached Request for Proposal document. The services are to include the preparation of Schematic Design Documents through Construction Documents, Bidding, and Construction Administration for the construction of the **Dunbar Community Center – Maintenance & Improvements Project** as contemplated in the **OWNER**'s Request for Proposal No. #16-2024. The services are hereinafter referred to as the Project.

OWNER and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional architectural/engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT was selected by **OWNER** based upon its response to the Request for Proposal No. #46-2022.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the Project described herein, serve as **OWNER'S** professional architectural and engineering representative for the Project as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

CONSULTANT shall perform professional services as hereinafter stated, which include customary architectural and engineering incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 16-2024. (**Exhibit "A"**), and Consultant's Response dated _____ (**Exhibit "B"**). To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 16-2024. (**Exhibit "A"**).

After written authorization to proceed with the Evaluation and Recommendation Phase, **CONSULTANT** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.
2. On the basis of the "Selection Criteria" in the "Request for Proposal", attached in **Exhibit "A"**, conduct field surveys and gather other necessary data or information, prepare an evaluation and recommendation document consisting of design options and cost estimates as well as all required deliverables listed in the Request for Proposal. See **Exhibit "A"** for complete listing of all deliverables.

SAMPLE

This Agreement (consisting of pages 1 to __ inclusive), together with the Exhibits and schedules identified above, constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Condition provisions of RFP No. 16-2024 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT

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

2.2. All "Additional Services" are subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

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

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

3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.

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

SAMPLE

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

3.6. Furnish or direct **CONSULTANT** to provide necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

4.1. See **Exhibit "A"** for the project timeline/schedule.

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

If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 14 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within two (2) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

SAMPLE

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.

Lump Sum Pricing

In consideration of the architectural and engineering services described in this Loan Agreement and its exhibits, **OWNER** shall pay **CONSULTANT** the sum below stated, which sum shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job. The negotiated cost of services is represented in the Form of Proposal, and is summarized as follows:

Design Stage (Total Services Below)	**$**_____
Schematic Design Phase: (percentage of total services)	$_____ _____%
Design Development Phase: (percentage of total services)	$_____ _____%
Construction Documents Phase: (percentage of total services)	$_____ _____%
Bid Phase: (percentage of total services)	$_____ _____%
Construction Administration Stage	**$**_____
(percentage of total services)	_____%
Total Architectural/ Engineering Services	**$**_____

5.1.2. For Additional Services

"Additional Services" shall be paid for by the **OWNER** on the basis of the unit pricing below. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon payment for "Additional Services", the amount of such payment shall be determined as set forth in Section 6.5, "DISPUTES" of this Agreement.

SAMPLE

Unit Pricing

If Additional Services are requested, the base contract may be increased and/or decreased on the basis of these proposed unit rates. No price adjustments will be made, unless mutually agreed to in advance through the Change Order process to the contract, or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice).

All Unit Pricing Hourly Rates shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job.

Title/Skill Level	Hourly Rate
Principal Architect	_____$/HR
Project Architect_	_____$/HR
Project Manager__	_____$/HR
Project Associate_	_____$/HR
_____	_____$/HR
_____	_____$/HR

Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The **CONSULTANT** markup over the invoiced price shall be __0_____%

5.2. Times of Payment.

5.2.1. For any month in which the **CONSULTANT** provides services in connection with this Agreement, the **CONSULTANT** shall submit to the **OWNER** a written statement reasonably identifying the percentage of each task, listed in Section 5.1.1., above, as may be amended by the parties from time to time, that has been completed to date, the total amount to be billed for each task, the amount previously billed for each task, and the total amount due and owing for each task at the time the statement is issued. Within thirty (30) days of the **OWNER's** receipt of such statement, the **OWNER** shall pay to the **CONSULTANT** all amounts due and owing as indicated thereon, unless the **OWNER** has in good faith contested the same.

5.3. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered 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

SAMPLE

provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, provided the non-terminating party fails to cure such default within ten (10) days of receiving notice of such default.

6.1.2. The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon seven (7) days written notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents.

All documents, including hardcopies and original digital format, including but not limited to Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations.

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

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

SAMPLE

shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including **CONSULTANTS**, and shall save, defend, and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues. Any action arising from or in relation to this Agreement shall be brought in Fayette County, Kentucky.

6.4. Successors and Assigns.

6.4.1. CONSULTANT binds itself and its partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

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

6.5. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **CONSULTANT** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **CONSULTANT**, shall be submitted to the Commissioner of the Department of General Services, Lexington-Fayette Urban County Government, for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of CONSULTANT'S Work.

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional architects

SAMPLE

and engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **CONSULTANT**, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

6.7. Security Clause.

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

6.8. Access to Records.

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

6.9. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 16-2024 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 **CONSULTANT** agrees as follows:

7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training,

SAMPLE

including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

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

SECTION 8 - SPECIAL PROVISIONS

8.1. This Agreement is subject to the following provisions.

8.1.2. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned the appropriate Lexington-Fayette Urban County Government employee (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or their designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or their designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or their designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

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

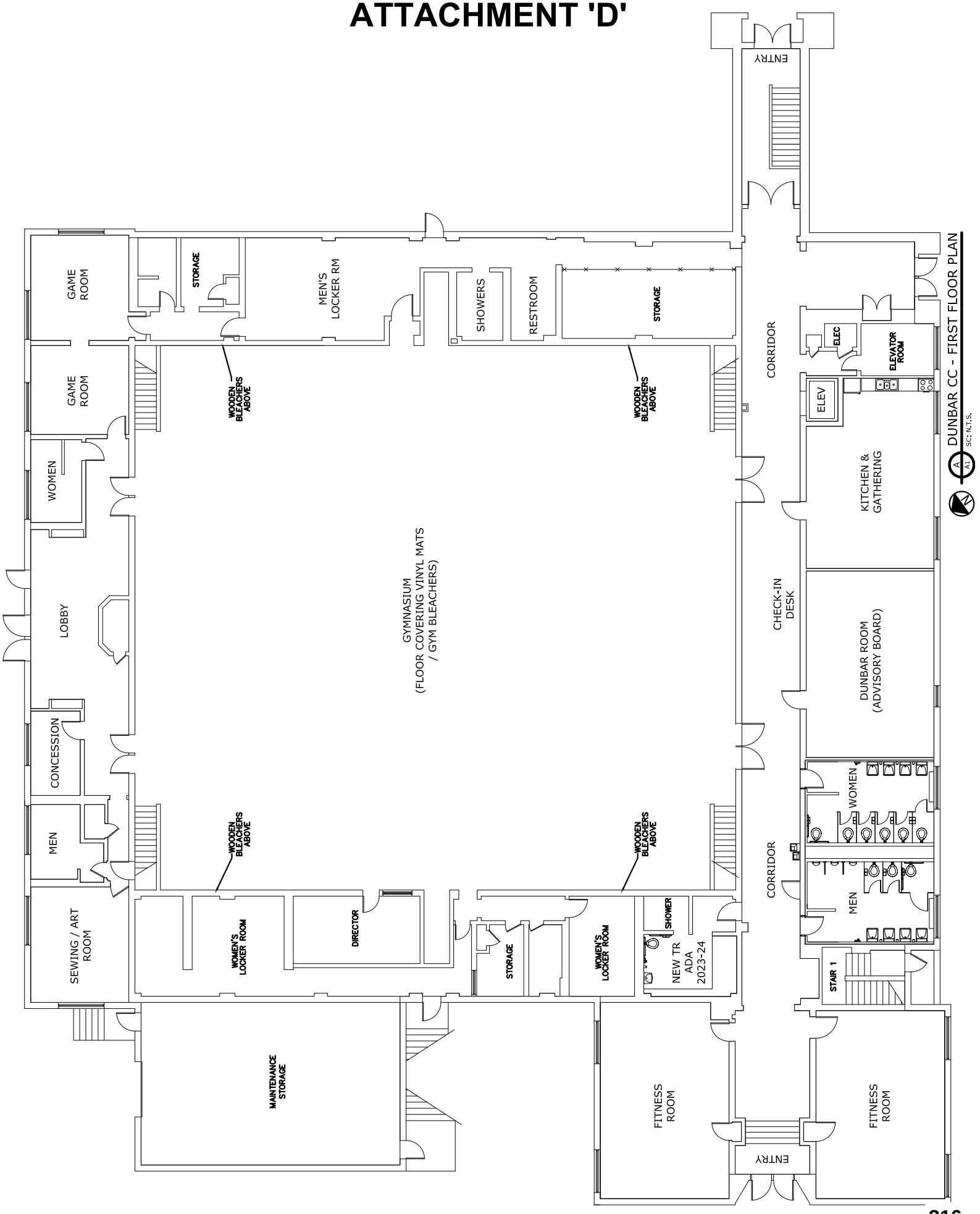
OWNER:	**CONSULTANT:**
_____	_____
_____	_____
_____	_____

SAMPLE

Attachment: C
PROJECT SCHEDULE
Dunbar Community Center - Improvements Project

Task	Duration		Start	Finish
Pre-RFP Scope Review Kick-Off Meeting	1	Day	2/8/2024	2/8/2024
Design Consultant RFP	**81**	**Days**	**2/12/2024**	**5/3/2024**
RFP Development	14	Days	2/12/2024	3/4/2024
Advertise RFP	28	Days	3/6/2024	4/3/2024
RFP - Responses Due	**1**	**Day**	**4/3/2024**	**4/3/2024**
RFP Evaluation and A/E Recommendation	8	Days	4/4/2024	4/12/2024
Approved in Legistar Date	1	**Days**	4/15/2024	4/15/2024
Council WS	1	Day	4/23/2024	4/23/2024
Council 1st Reading **(DOUBLE READING)**	1	Day	4/25/2024	4/25/2024
N.T.P. & P.O.	7	Days	4/26/2024	5/3/2024
Design Phase	**129**	**Days**	**5/13/2024**	**9/19/2024**
Documentation & Schematic Design Phase	29	Days	5/13/2024	6/11/2024
Schematic Design Due	**1**	**Days**	**6/12/2024**	**6/12/2024**
Owner Review & Comments	5	Days	6/13/2024	6/18/2024
Schematic Design Final Deliverables Due	1	Days	6/19/2024	6/19/2024
Design Development Phase	29	Days	6/24/2024	7/23/2024
Design Development Due	**1**	**Days**	**7/24/2024**	**7/24/2024**
Owner Review & Comments	5	Days	7/25/2024	7/30/2024
Final Design Development Deliverables Due	1	Days	7/31/2024	7/31/2024
Construction Document Phase	29	Days	8/5/2024	9/3/2024
Construction Document 98% Submission	**1**	**Day**	**9/4/2024**	**9/4/2024**
Owner Review & Comments	5	Days	9/5/2024	9/10/2024
Owner's Construction Documents' Comments Incorporated	7	Days	9/11/2024	9/18/2024
100% Construction Documents Ready to Advertise Submission	**1**	**Day**	**9/19/2024**	**9/19/2024**
Advertisement & Award	**75**	**Days**	**9/20/2024**	**12/4/2024**
Compile Bid Documents	1	Day	9/20/2024	9/20/2024
Advertise for Bids	30	Days	9/23/2024	10/23/2024
Pre-Bid Meeting	1	Day	9/30/2024	9/30/2024
Bids Due	**1**	**Day**	**10/23/2024**	**10/23/2024**
Bid Review & Selection	14	Days	10/23/2024	11/6/2024
Approved in Legistar Date	1	Day	11/8/2024	11/8/2024
Council WS	1	Day	11/19/2024	11/19/2024
Council 1st Reading **(DOUBLE READING)**	1	Day	11/21/2024	11/21/2024
Construction Contract Execution/ P.O. (Anticipated)	12	Days	11/22/2024	12/4/2024
Anticipated Construction	**289**	**Days**	**12/16/2024**	**10/1/2025**
Pre-Construction Meeting (N.T.P.)	1	Day	12/16/2024	12/16/2024
Construction	275	Days	12/16/2024	9/17/2025
Substantial Completion	**1**	**Day**	**9/17/2025**	**9/17/2025**
Close Out	14	Days	9/17/2025	10/1/2025
Final Completion	**1**	**Day**	**10/1/2025**	**10/1/2025**

ATTACHMENT 'D'





DUNBAR COMMUNITY CENTER RENOVATION

REQUEST FOR PROPOSAL FOR ARCHITECTURAL SELECTION

MAINTENANCE AND IMPROVEMENTS PROJECT

RFP # 16-2024

APRIL 3, 2024

1584 Delaware Ave.
Lexington, KY 40505

859.838.1130
www.nomi.design

NOMI Design
ARCHITECTURE + FABRICATION

APRIL 1ST, 2024

NOMI Design
ARCHITECTURE + FABRICATION

DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET, 3RD FLOOR
LEXINGTON, KY 40507

LETTER OF INTEREST

RE: RFP #16-2024 DESIGN SERVICES FOR DUNBAR COMMUNITY CENTER MAINTENANCE AND IMPROVEMENTS PROJECTS

Selection Committee Members,

We are excited to submit our proposal to consult with you on the renovation of the Dunbar Community Center. NOMI has the breadth of design experience in public projects as well as a unique approach to creative problem-solving that will make us a valuable part of your team as you evaluate and reimagine your existing property.

1. SPECIALIZED EXPERIENCE AND TECHNICAL COMPETENCE (20%)
The NOMI team has over two decades of experience working on public projects. Our company began in 1989 under the name Lucas/Schwering Architects. Since then we have worked with over 50 K-12 and library districts.

Most recently we have completed selective renovations at Campbellsville Independent Middle School and Campbellsville Independent Elementary School and a total renovation of the International Book Project's headquarters. In early 2019 Marion County Public Library (MCPL) will open after a total renovation and addition. MCPL includes many community-oriented functions such as meeting spaces, program rooms, and maker spaces.

2. PROJECT MANAGER FIRM'S CURRENT CAPACITY AND ABILITY (15%)
Your project manager will be Matthew Brooks AIA, Principal of NOMI. A graduate of the University of Kentucky School of Architecture, Matthew has over 25 years of experience in the design and construction industry. His work with Nomi over the last 7 years has focused primarily on educational library and historic renovation and large scale industrial.

Matthew has successfully completed projects that vary in scale from under one million dollars to 30 million dollars.

Though NOMI has had a busy year in 2023, we are currently seeking new work for 2024 and are excited at the possibility of working with LFUCG on a public project that serves our community. We are a medium-size firm with the proven ability to successfully complete projects over 30 million dollars but the bulk of our work is in the five to ten million dollar range. We are therefore confident we have the experience and resources to deliver this project.

3. PAST RECORD AND PERFORMANCE (5%)

Our track record demonstrates you can count on us to deliver a high-quality design on time with an accurate opinion of cost. And our extremely low percentage of errors and omissions means your are less likely to incur unexpected costs during construction.

Comparisons of our cost opinions before bidding with the bid amounts and final construction costs reveal we have knack not only for designing to your budget but also for producing clear and correct documents that allow contractors to bid accurately.

For more information regarding the schedule and budget of relevant projects, please refer to the sections titled “How We Do It” and “Track Record” in our attached firm profile.

4. FAMILIARITY WITH DETAILS OF THE PROJECT (25%)

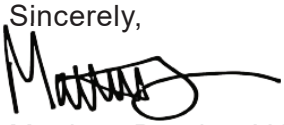
NOMI Design is headquartered in Lexington, KY just off of Winchester Road about two miles from the project site. Three of our team live in the neighborhood of the community center and have personal knowledge and interest in the well-being of the neighborhood. NOMI + KFI sucessfully completed Phase 1 of the project and is well versed with the scope, team, and existing space

5. DEGREE OF LOCAL EMPLOYMENT (5%)

NOMI and the consultants included in this proposal have offices based in Lexington where 100% of the work for this project will take place.

Thank you for considering NOMI to consult with you on your upcoming project. We invite you to read more about who we are, what we do, and how we do it in the attached firm profile. We look forward to speaking with you soon in more detail.

Sincerely,



Matthew Brooks, AIA
Owner, Principal Architect



Left: Providence Montessori Lower School Flex-space renovation with custom fabrication by Nomi

Opposite: The Plantory at the BreadBox. Designed and built by Nomi

OUR EXPERIENCE WITH NOMI WAS A POSITIVE ONE AND I WOULD RECOMMEND THEM TO ANYONE CONTEMPLATING A PROJECT, ESPECIALLY IF THAT PROJECT REQUIRED INNOVATIVE, ARTISTIC OR INTERACTIVE ELEMENTS INVOLVING PUBLIC VENUES.

JIM AKERS, C.O.O.
BLUEGRASS
STOCKYARDS

CLIENT REFERENCES

Jim Akers, COO
Bluegrass Stockyards
Lexington, KY
(859) 255-7701

Lisa Fryman, Executive Director
International Book Project
(859) 254-6771

CONTRACTOR REFERENCES

David Jackson, President
Hacker Brothers Construction Corporation
London, KY
(606) 877-2029

Doug Wilburn, President
D.W. Wilburn Construction
Lexington, KY
(859) 263-2720

John Plomin, President
Davis & Plomin Mechanical
Lexington, KY
(859) 253-3792

David Millam
Trace Creek Construction
Vanceburg, KY
(606) 796-3867

Kenny Davis
Codell Construction
Winchester, KY
(859) 744-2222

Dan Graves, President
Graves + Graves, LLC
Lexington, KY
(859) 621-3918

FINANCIAL REFERENCES

Donna Smith, CPA
SKW
Lexington, KY
(859) 721-1821

Matt White
Peoples Exchange Bank
Lexington, KY
(859) 269-0235



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- WILLIAM P. WILSON, KFI
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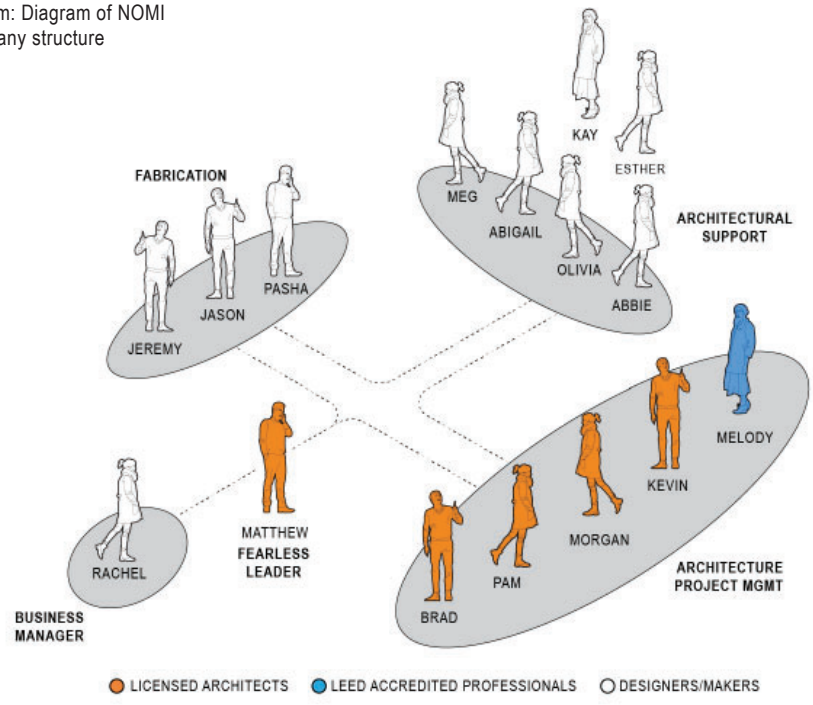
WHO WE ARE

AWARD-WINNING, NATIONALLY RECOGNIZED DESIGN FIRM
BASED IN CENTRAL KENTUCKY



Top: ARCHITECT Magazine article featuring Nomi Design as "Kentucky Innovators" in their Next Progressives column.

Bottom: Diagram of NOMI company structure



Holding licenses in Kentucky, Indiana, Tennessee and New York we practice locally, regionally and nationally.

THEIR OFFICE(S) ARE LIKE BIG THINK TANKS FULL OF PEOPLE YOU CAN SEE GENUINELY LOVE THEIR WORK...

AMY MORGESON
DIRECTOR
MARION CO. LIBRARY

Originally founded in 1989 as Lucas Schwering Architects, our company re-branded as Nomi in 2015. Since then we have won two **design awards** from the American Institute of Architects (AIA) Kentucky Chapter and have been f**eatured in ARCHITECT Magazine**, the premier trade journal for the design and construction industry in the country.

WHAT WE DO

ARCHITECTURE
NEW-BUILDING DESIGN
ADDITIONS
RENOVATION
ADAPTIVE-REUSE
HISTORIC PRESERVATION
INTERIOR DESIGN
FACILITY SURVEYS
VISIONING
STRATEGIC PLANNING
PROGRAMMING
CODE EVALUATION
FEASIBILITY STUDIES
BRANDED ENVIRONMENTS
GRAPHIC DESIGN
CUSTOM FABRICATION

VARIETY IS THE SPICE OF LIFE

We work successfully on multiple project types of varying scope and scale. This diversity is a cornerstone of our practice; it means we must remain nimble and continue to learn, research and develop. The experience we gain from one type of project often affects others in unexpected and exciting ways. Sharing of knowledge allows us to develop truly innovative solutions for our clients.

DESIGN THINKING

Design projects can seem overwhelming. They are huge puzzles filled with moving pieces. Time, space, light, gravity, structure, electricity, function, comfort, cost, legality, psychology, communication, health and safety all come into play and are all equally important components of a successful project.

That's where we come in. Our training and nature as architects and designers enables us to simultaneously envision all of these elements coming together in different ways, creating multiple outcomes. This unique skill set is our most valuable asset. It is our job to not only predict all of these scenarios but to critique and evaluate them, guiding you toward the best possible solution for your needs.

PEOPLE-FIRST APPROACH

It's not about us. It's about you.

Throughout the process our focus remains on you and the people who will ultimately be using the building or product we are designing. Our job is to be your advocate, guiding you through the design and construction process and delivering a completed project that will help your organization be successful in meeting its goals. For us the health, safety and experience of the user is paramount. It is not enough for our projects to be functional and comfortable, they must also inspire the people who use them.

SMART DESIGN

Our unique approach to design is collaborative, creative and human-centric.





AIA Kentucky

AWARDING-WINNING PROJECTS

2016 AIA KY HONOR AWARD
CALOSPA REJUVENATION CENTER

2017 AIA KY MERIT AWARD
LUIGART MAKER SPACES

HOW WE DO IT

COLLABORATION, CONTINUITY & COMMUNICATION

COLLABORATION

As a mid-size firm we wear many hats. Our office is an open, collaborative space that encourages the cross-pollination of ideas between project team members and project typologies. Every member of our firm will, at some point, provide input on your project and vet the design. **When you work with Nomi, you receive the sum of our collective experience, talent and creativity.**

CONTINUITY

Though many Nomies will participate, **the manager assigned to your project at the beginning will be with you through the end of construction.** As part of our commitment to you, this continuity of ownership ensures your vision is realized in the completed project.

COMMUNICATION

We specialize in creativity and out-of-the-box thinking but on any given day you will also find us *taking care of business.* **We believe in clear, straight forward communication and transparency.**

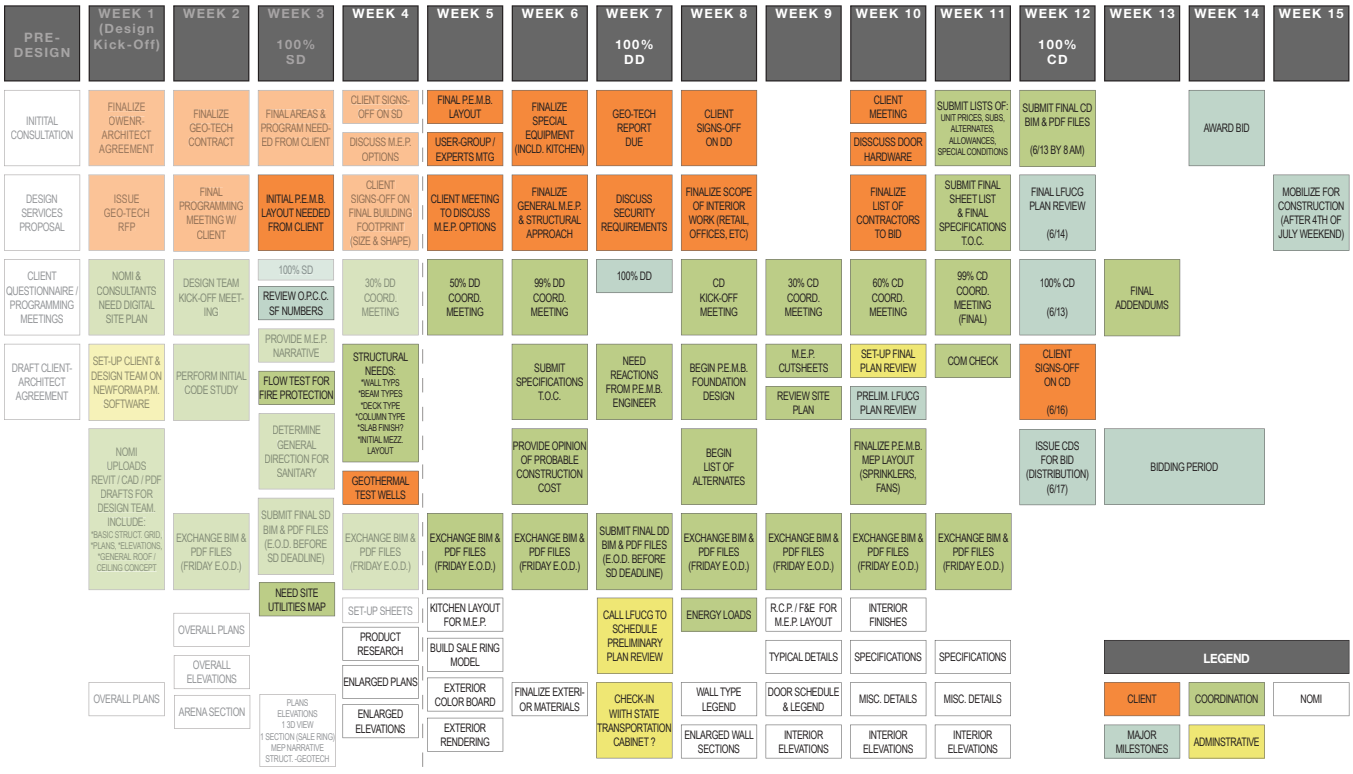
THEY INVESTED THE TIME UP FRONT TO LISTEN AND LEARN ABOUT OUR NEEDS AND CHALLENGES...

- JIM AKERS
COO, BLUEGRASS STOCKYARDS

Early in the process we map out a work plan (aka time line) of all project milestones and action items. We share this living document with you through cloud-based services so you can track the entire design process from beginning to end.

Bottom: Example of a typical project work plan

TYPICAL PROJECT WORK PLAN



TRACK RECORD

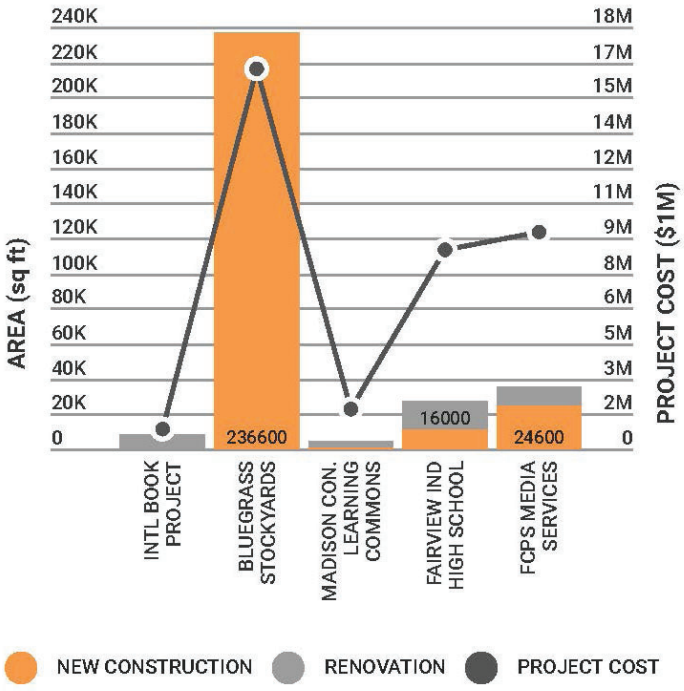
HIGH QUALITY DESIGN ON BUDGET & ON SCHEDULE

What does this all mean for you? According to our track record it means **you can count on us to deliver a high-quality design on time with an accurate opinion of cost.** And our extremely low percentage of errors and omissions means your are less likely to incur unexpected costs during construction.

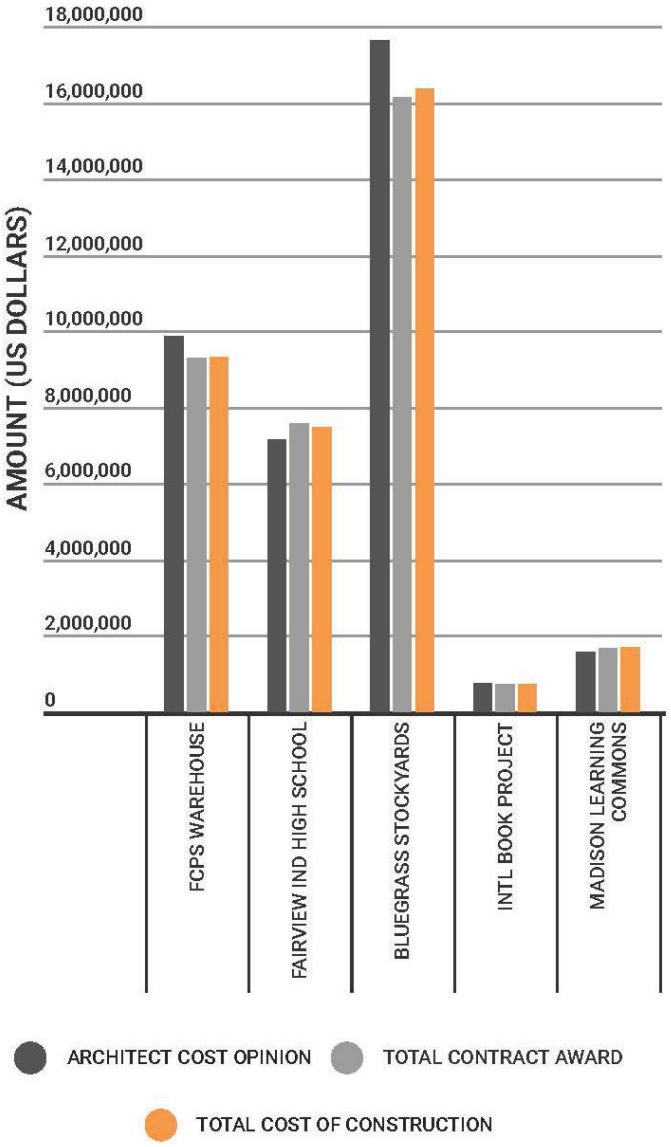
ABILITY TO COMPLETE

Comparisons of our cost opinions before bidding with the bid amounts and final construction costs reveal we have knack not only for designing to your budget but also for producing clear and correct documents that allow contractors to bid accurately.

COST TO AREA RELATIONSHIP OF RECENT PROJECTS



COMPARISON OF COST OPINION, BID AMOUNT AND FINAL CONSTRUCTION COST



VARIETY

We operate successfully at many different scales and types of projects. The chart below demonstrates the wide range of project sizes and costs we have completed recently. Perhaps even more important is the diverse ratios of cost to area (or dollars per square foot). **Nomi has a proven record of collaborating with our clients and using creative problem solving to help them accomplish their goals within their budget.** We are committed to finding the best design solution for you.



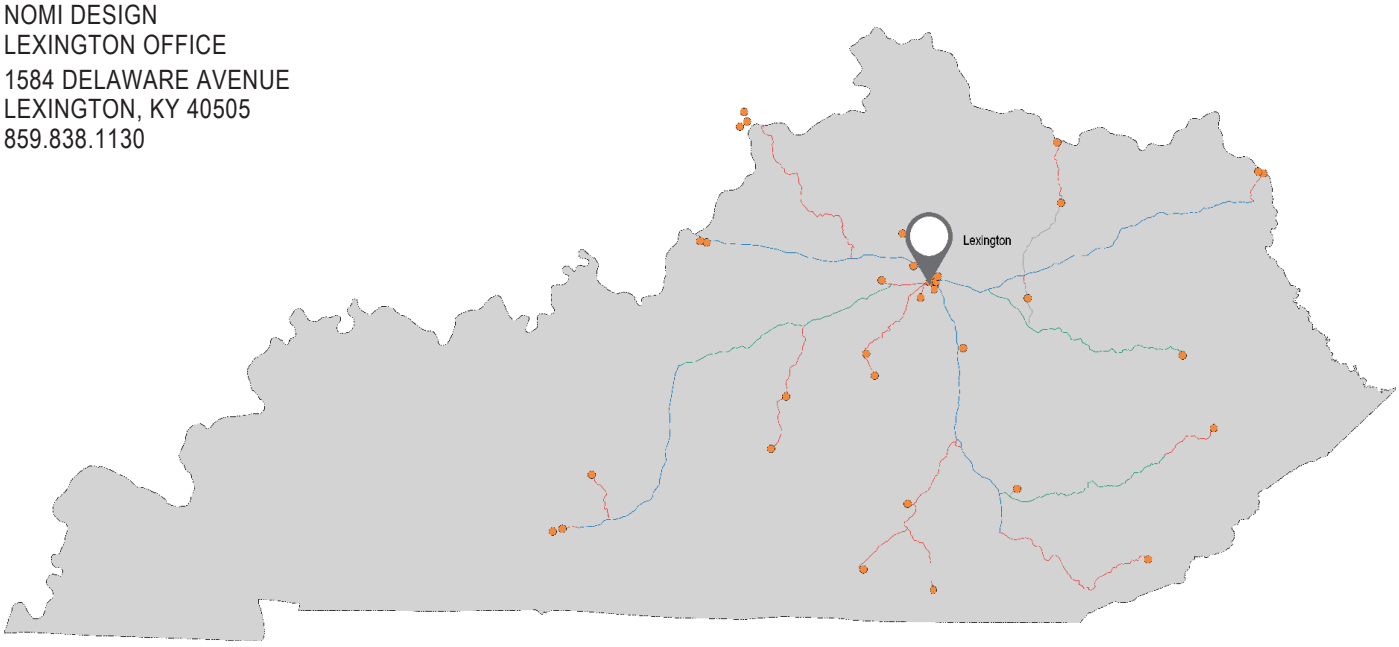
WORKPLACE

Top: NOMI's Louisville office, designed and fabricated in-house

Bottom: Map of Kentucky with locations of Nomi offices and recent projects

ADDRESS OF THE OFFICE WHERE THE PRINCIPAL AMOUNT OF THIS PROJECT WILL BE PERFORMED

NOMI DESIGN
LEXINGTON OFFICE
1584 DELAWARE AVENUE
LEXINGTON, KY 40505
859.838.1130



MINORITY PARTICIPATION

DEMONSTRATE A FULL GOOD FAITH EFFORT TO IDENTIFY AND INCORPORATE MINORITY BUSINESS ENTERPRISES (MBE) FIRMS AS PART OF THE DESIGN TEAM

NOMI is an inclusive, diverse company and we make a conscious effort to seek out minority business partners. We build relationships with minority-owned businesses in the design and construction industry as well as in our local communities. We keep our contacts up-to-date with public and private bid opportunities, participate in mentoring programs that encourage diversity in architecture and design, and donate time each year toward a number of local organizations that support minority populations.

NOMI is proud to have a racially and ethnically diverse team with 50% of our leadership positions held by women.



RELEVANT PROJECTS

PROJECT TYPOLOGY

	COST OPINION (OR) CONSTRUCTION COST RANGE	PROJECT AREA	YEAR COMPLETED	NEW CONSTRUCTION	ADDITION	RENOVATION	ADAPTIVE-REUSE	HISTORIC PRES.
MADISON CONSOLODATED SCHOOL RENOVATION	$4,450,000	8,000 +/-	TBD		●	●		
NEW LOUISVILLE BREWERY FEASIBILITY	TBD	TBD	TBD			●	●	
STOBER DRIVES	$750K - $1M	3,760	TBD			●		
LFUCG RECYCLING CENTER	$2,000,000	ENVELOPE	TBD			●		
SECOND CHANCE CLINIC	$750K - $1M	15,372	2018			●		
SCC MEECE HALL AUDITORIUM	$523,940	3,494	2018			●		
LIVING WATER CHURCH	$750K - $1M	5,507	TBD		●	●		
ATHENIAN GRILL - DOWNTOWN	$100K - $200K	3,000	2018			●		
RAINMAKER HOSPITALITY HEADQUARTERS	$750K - $1M	5,000	TBD	●				
INTERNATIONAL BOOK PROJECT HEADQUARTERS	$750K - $1M	7,500	2018			●	●	●
WARREN COUNTY LIBRARY - KIRBY BRANCH	$1,264,865		2018		●	●		
MARION COUNTY LIBRARY	$3,299,573	16,800	2018		●	●		
BLUEGRASS STOCKYARDS	$25M - $30M	236,650	2017	●				
MADISON CONSOLODATED SCHOOL RENOVATION	$1,946,427	8,280	2017		●	●		
PROVIDENCE MONTESSORI ELEMENTARY	< $100K	2,353	2015			●		
CAMPBELLSVILLE INDEPENDENT	$8,166,228	11,747	2017		●	●		
ATHENIAN GRILL - LOCUST HILL	$100K - $200K	3,000	2015			●		
PALADIN ENGINEERING	$100K - $200K	5,584	2014			●		
PROVIDENCE MONTESSORI MIDDLE SCHOOL	$250K - $500K	6,800	2014			●	●	●
LUIGART MAKERSPACES	$100K - $200K	800 EACH	2017	●		●	●	
PASTA GARAGE ITALIAN CAFÉ	< $100K	498	2015			●	●	●
FAIRVIEW INDEPENDENT HIGH SCHOOL	$7,570,200	27,178	2016		●	●		
CALOSPA MEDICAL SPA	$250K - $500K	2,500	2014			●		
PLANTORY AT THE BREADBOX	$750K - $1M	1,989	2014			●	●	●
ATHENIAN GRILL - ASHLAND AVENUE	< $100K	1,200	2013			●	●	●
MOOSE LODGE / RESPEC, INC.		5,300	2015		●	●	●	●
EAST BERNSTADT INDEPENDENT SCHOOL	$8,633,666	42,210	2013		●	●	●	●
FAYETTE CO. SCHOOLS CENTRAL SERVICES	$9,868,893	34,590	2013		●	●	●	●
WOODFORD CO. HUNTERTOWN ELEMENTARY	$7,394,634	61,543	2009		●	●		
KCTCS McCREARY CENTER	$4,190,106	19,900	2010	●				
HARLAN INDEPENDENT HUMANITIES BUILDING	$2,129,985	7,895	2007		●			
FAIRVIEW INDEPENDENT GYMNASIUM	$2,082,448	11,170	2006		●			

BEFORE



AFTER



Top: Existing lobby space and first impression

Bottom: New lobby area and public gathering space

FOCUS ON

FOR OVER 10 YEARS THE MAJORITY OF OUR WORK HAS BEEN FOCUSED ON RENOVATIONS AND ADAPTIVE RE-USE PROJECTS.

WE HAVE ACCEPTED AND SUCCESSFULLY DELIVERED RENOVATION PROJECTS SO CHALLENGING OTHER FIRMS CALLED THEM IMPOSSIBLE.

For the past ten years the majority of our work has been renovation and/or the adaptive re-use of historic properties. We have a passion for preserving architecture and the shared history of communities.

Most recently we completed the renovation of the International Book Project (IBP). In 2016 they developed a strategic plan that committed to increasing the number of books shipped to at least 500,000 per year. One of the major obstacles they faced was the condition of their facility.

Although it was in poor condition, inefficiently organized and uncomfortable for visitors, staff and volunteers, IBP's leadership wanted to salvage the building if possible.

Working closely with IBP, we evaluated their current structure and helped them decide whether to relocate or renovate. Of the three firms interviewed, Nomi was the only one to recommend preserving their historic warehouse property.

While salvaging the existing structure, bearing walls and roof, we introduced a new mechanical system and generated a flexible, open layout that allows staff and volunteers to operate efficiently now and into the future. IBP's headquarters is now a comfortable, safe work environment that supports the long-term logistical goals of their organization while showcasing the beauty of their historic structure.



DUNBAR COMMUNITY CENTER PH I

NOMI partnered with Dunbar to repurpose a single computer room into ganged restrooms. The restroom included ten plumbing fixtures alon gwith drinking fou ntains and required floor drains and hose bibbs. Electrical work to support the restroom addition included lighting, power receptacles, and fire alarm work in the restrooms as well as in the remainder fo the computer room. HVAC work was included in the new restrooms.

PROJECT TYPE(S)
RENOVATION
REPURPOSE

CLIENT
LFUCG PARK AND RECS.

LOCATION
LEXINGTON, KY

STATUS
COMPLETED MARCH 2024





Opposite: First floor restrooms

Top: Signage

Middle: First floor restroom plumbing fixtures

Bottom: First floor restroom plumbing fixtures





CAMPBELLSVILLE INDEPENDENT ADDITION + RENOVATION

The new Campbellsville Middle School is an 80,000 square foot addition/ renovation to the Middle/High School Complex. It is set to transform the educational landscape. With a vision to create a cutting-edge project-based learning hub for our middle school, this project encompasses the demolition of the 1930's section, selective revamping of the 1950's areas, and new construction. Our focus is on technological innovation and adaptability, crafting a space that not only meets the current needs of our diverse student body but also anticipates and embraces future educational requirements. To ensure an uninterrupted academic journey, the project will unfold in carefully planned phases across 18 months, prioritizing the continuous growth and success of every student.

PROJECT TYPE(S)
RENOVATION
FINISH UPGRADE
EXPANSION

CLIENT
CAMPBELLSVILLE INDEPENDENT MIDDLE SCHOOL
KIRBY SMITH, SUPERINTENDENT
136 S. COLUMBIA AVE.
CAMPBELLSVILLE, KY 42718

LOCATION
CAMPBELLSVILLE, KY

AREA (GSF)
80,000GSF

STATUS
UNDER CONSTRUCTION

SERVICES PROVIDED
PROGRAMMING, SD, DD, CD, B+N, CA





Opposite: New Gymnasium

Top:Existing Gym Upgrade

Middle:Cafeteria Service Line

Bottom: Lobby





WARREN EAST HIGH SCHOOL

Executed in multiple phases, this project provides additional space and program while branding the campus with an identity that reflects tremendous school pride.

In addition to increased usable area, NOMI Design strengthened the relationship between the existing school and the back part of the site by strategically setting up new views and space. This was achieved by re-positioning the new athletic fields and new buildings and cutting specific views into the spaces. Students and visitors now have better access to sporting events and comfortable circulation across the site. The architect limited the material palette and invented a language of form to brand the school identity.

PROJECT TYPE(S)
GYMNASIUM
FITNESS EXCERCISE ROOM

CLIENT
WARREN COUNTY PUBLIC SCHOOLS

COST
$4,611,687

STATUS
COMPLETED 2017

Opposite:Gymnasium

Right: Fitness Exercise Room

Bottom: Exterior Facade









INTERNATIONAL BOOK PROJECT

In 2016 the International Book Project (IBP) developed a strategic plan that committed to increasing the number of books shipped to at least 500,000 per year. One of the major obstacles they faced was the condition of their facility.

Working closely with IBP, we evaluated their current building and helped them make the difficult decision whether to abandon or renovate their existing location. Of the three firms interviewed, Nomi was the only one to recommend preserving their historic warehouse property.

We hosted a weekend Charrette (aka visioning session) for IBP administrators, staff and board members during which we facilitated a discussion about their operations and environment then translated that information into a working program. Using that program we generated a flexible, open layout that would allow staff and volunteers to operate efficiently now and into the future.

PROJECT TYPE(S)
RENOVATION
BRANDED ENVIRONMENT
CUSTOM FABRICATION
HISTORIC PRESERVATION

CLIENT
INTERNATIONAL BOOK PROJECT

LOCATION
LEXINGTON, KY

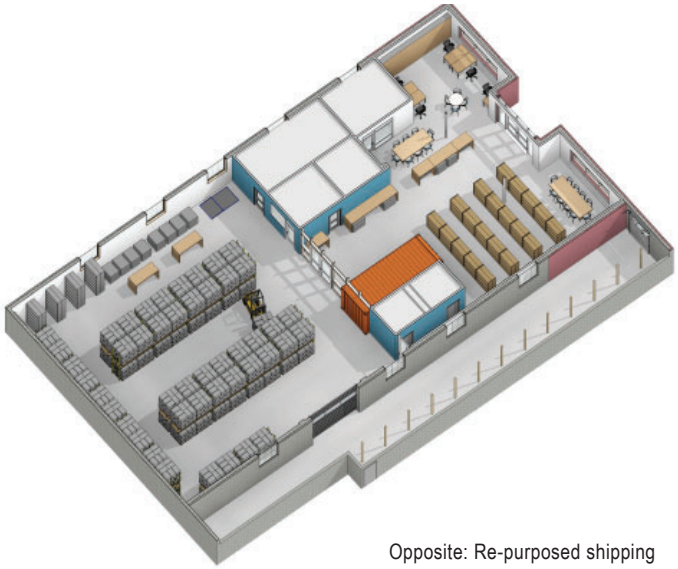
COST
PRIVATE PROJECT

AREA
7,500 SF

STATUS
COMPLETED 2018

REFERENCE
LISA FRYMAN, EXECUTIVE DIRECTOR
INTERNATIONAL BOOK PROJECT
859.254.6771





Opposite: Re-purposed shipping container kitchenette with custom casework by Nomi

Top: Concept rendering. View from main entrance

Middle: 3D plan view of building

Bottom Left: Concept rendering of warehouse space

Bottom Right: View from kitchenette to office flex-space

IBP's need for flexible space is supported by the custom casework we designed and fabricated especially for this project. The sturdy mobile kitchen island and rolling work tables can handle the weight of piles of books and allow staff and volunteers to reconfigure their space into the ideal environment for each operational task.

"THEIR STAFF OF ARCHITECTS WAS ENTHUSIASTIC, RESPONSIVE, CREATIVE, AND RESPECTED OUR BUDGETARY CONSTRAINTS. THEY UNDERSTOOD US."

LISA FRYMAN
EXECUTIVE DIRECTOR
INTERNATIONAL BOOK PROJECT

Brand reinforcement is essential for non-profit organizations who rely on community awareness to bring in volunteers and donations. Unique design elements like the re-purposed shipping container reinforce their mission of promoting global literacy by shipping books to over 50 countries.









MOOSE LODGE (RESPEC, INC. OFFICES)

What began as a renovation to a dilapidated 1840's Federal Style Residential structure, quickly turned into a large-scale Preservation and Architectural undertaking. With an important history as a residence, having been constructed for the first editor of Lexington's newspaper, the building served many uses over the years. Most recently the building had been a Moose Lodge and WellCare facility. Having been abandoned over a decade ago, the current owners, Linda Carroll and John Morgan, sought to renovate as a headquarters for a noted natural resources firm, Respec, Inc.

The entry is a blend of old vs. new with exposed, once-exterior, brick walls. An open floor plan creates meeting, library and lounge space which gives way to a kitchen, bath and shower suite. On the second floor the original sleeping porch now houses an open office. A large window provides access to a roof top terrace with sweeping views of downtown Lexington. The rear stair tower provides views and engagements with the existing building as you pass from the original brick building into the modern concrete addition then back into the historic space.

PROJECT TYPE
ADAPTIVE RE-USE
ADDITION
HISTORIC PRESERVATION
RENOVATION

CLIENT
LINDA CARROLL & JOHN MORGAN

LOCATION
LEXINGTON, KY

COST
PRIVATE PROJECT

AREA
5,300 SF

STATUS
COMPLETED 2015





Opposite: Rear addition

Left: “After” photo of the front of the building

Middle left: “Before” photo of the front of the building

Bottom: Lobby and main entrance



PROJECT TEAM

OUR SELECTED A-TEAM IS THE BEST IN THE INDUSTRY AND IT SHOWS THROUGH OUR COLLECTIVE EXPERIENCE.

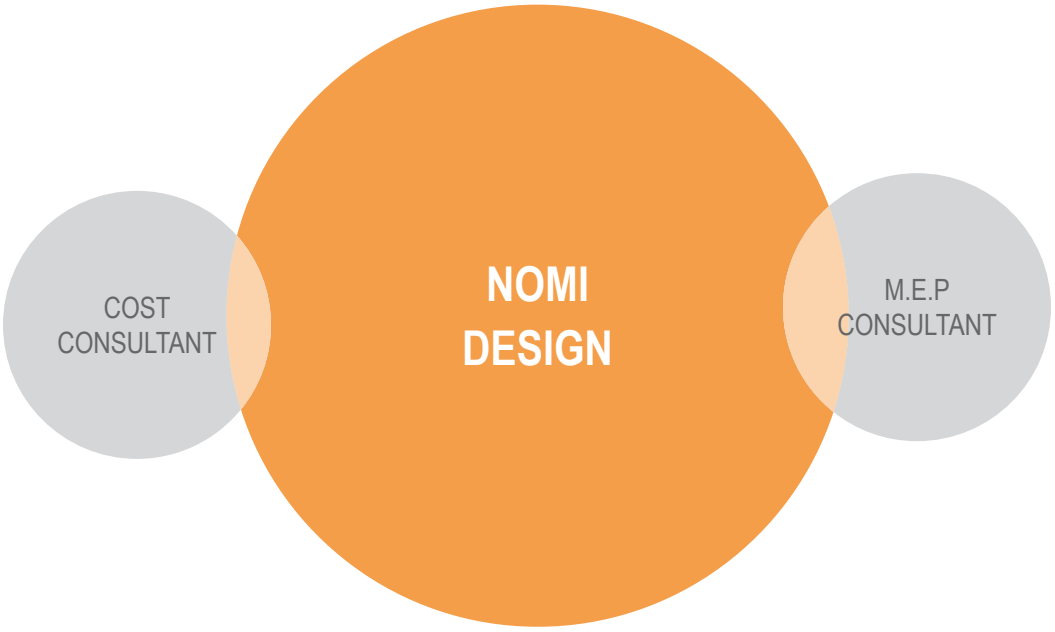
YOUR PROJECT TEAM

bottom: diagram of project team composition and workflow

YOUR TEAM WILL ALWAYS INCLUDE AN EXPERIENCED MANAGER WHO IS ENGAGED IN YOUR PROJECT FROM BEGINNING TO END

As the prime consultant, NOMI will be your point of contact for the design team. We will oversee the project communications, budget and schedule in addition to performing planning, programming, architectural and interior design, bidding and construction administration services.

We are fully committed to dedicating the staff necessary to complete this job. With 14 employees we have the flexibility to make sure you have not only enough people but those with the skills and experience best-suited to your project.



NOMI DESIGN

1584 DELAWARE AVE.
LEXINGTON, KY 40505
859.838.1130

PROJECT TEAM LEADER

Your project manager will be Matthew Brooks. A graduate of the University of Kentucky School of Architecture, Matthew has over 30 years of experience in the design and construction industry. Matthew will be the Day-to-Day contact for for all matters. He will provide effective management with consistent, careful coordination, and communication with you and the entire team. He will remain consistent from start to finish.



MATTHEW BROOKS, AIA

PRINCIPAL-IN-CHARGE +
PROJECT MANAGER

Matthew is the owner and principal architect of NOMI Design. He will participate in all client meetings and direct the architect assigned to your project. He will be consistent from start to finish.



BRAD NOE, AIA

PROJECT ARCHITECT

Brad is responsible for leading the architectural design and coordination of the project. He will focus on functional planning and design elements and will be active in all design components.

M.E.P. CONSULTANT

K.F.I. ENGINEERS

3264 LOCH NESS DRIVE
LEXINGTON, KY 40517
859.271.3246
WWW.KFI-ENG.COM

COST CONSULTANT

ROBERT PASS + ASSOCIATES

309 EAST MARKET STREET
LOUISVILLE, KY 40202
502.589.7632

MATTHEW BROOKS

AIA, PROJECT MANAGER

Kentucky: Architect #5679
New York: Architect #029593
Indiana: Architect
Tennessee: Architect

Bachelor of Architecture
College of Architecture
University of Kentucky, 1994

NOMI PRINCIPAL ARCHITECT



Matthew is the owner and President of NOMI Design. As a registered architect in multiple states, Matthew maintains a comprehensive body of work including a variety of project types and scales, all in which have an innovative thread.

As Project Manager, Matthew Brooks will work hand in hand with the owner, users, and owners consultants. Matthew will be in direct contact with the University of Kentucky on a regular basis. Matthew has a plethora of expertise leading projects of similar scales and complexity with needs for innovative and non-traditional design approaches. His curiosity for innovative spaces that have the ability to adapt over time has led to the inception of the NOMI research and development team.

NOTABLE PROJECTS

Dunbar Community Center Restroom Upgrade
Lexington, KY
Principal in charge
Programming + Planning, SD, DD, CD, B+N, CA

Campellsville Middle School Renovation
Campbellsville, KY
Principal in charge
Programming + Planning, SD, DD, CD, B+N, CA
Renovation and Expansion 80,000 GSF

Living Water Church
Mount Sterling, KY
Principal in charge
Programming + Planning, SD, DD, CD, B+N, CA

Ashland-Henry Clay Masterplan
Lexington, KY
Principal in charge
Programming + Planning

Providence Montessori Middle School
Lexington, KY
Principal in charge,
Architecture & Fabrication, Adaptive Re-Use
8,000 SF renovation of the historic Florence Crittenton Home into new middle school

Providence Montessori Elementary School
Lexington, KY
Principal in charge
Space Planning, Design, Fabrication

Providence Montessori Toddler House
Lexington, KY
Principal in charge
Space Planning, Design

Trinity Hill United Methodist Church
Lexington, KY
Design + Fabrication

Fayette Park Residence
Lexington, KY
Principal in charge
SD, DD, CD, B+N, CA

WORK HISTORY

October 2015 - Present
Founder and Owner,
NOMI Design
Lexington, KY

April 2012 -October 2015
Founder and Owner,
alt32 Architecture | Design - Lexington, KY

July 2008 - April 2012
Owner
Lucas/Schwering Architects - Lexington, KY

February 2007 - July 2008
Omni Architects - Lexington, KY

February 2004 - February 2007
Lucas/Schwering Architects - Lexington, KY

May 2001 - January 2004
Beckhard Richlan Szerbaty - New York, NY

PROFESSIONAL AFFILIATIONS

Blue Grass Trust: Board Member, Preservation & Education Committee Member

Leadership Lexington Class 2017-2018

UK CoD: Advisory Panel & Guest Critic

AIA EKC: Past President - 2009
President - 2008
Vice President - 2007

FCPS 1 to 1 Reader Participant

Speaking Engagements:
AIA 2017 OVR Convention
AIA Columbus “New Urban Agenda Symposium” 2017
AIA Cincinnati - Vision Design Series 2018
AIA Cincinnati - Vision Design Series 2018

BRAD NOE

AIA, PROJECT ARCHITECT

Bachelor of Architecture
College of Architecture
University of Kentucky, 1994

Kentucky: Architect #5414



Brad is a registered architect and the Director of Nomi's Louisville design studio. His body of work is represented by a broad variety of building types and scales. In addition to numerous projects in Kentucky and Indiana Brad's resume contains completed projects in Chicago, Dallas, Milwaukee and Norton, Virginia.

Brad believes that good design is not just about the aesthetic improvement of our environment, it is as much about improving our quality of life, equality of opportunity and providing an engine for cultural and economic growth.

NOTABLE PROJECTS

Dunbar Community Center Restroom Upgrade
Lexington, KY
Principal in charge
Programming + Planning, SD, DD, CD, B+N, CA

Madison Consolidated Schools - Madison, IN

Madison Consolidated High School
Theater renovation and Lobby addition.

Anderson Elementary renovation and addition.

Madison Consolidated High School
4,000 SF Renovation, Addition and new Media Center

Feasibility Study for the renovation/addition to 360,000 SF high school campus with a budget of $35,000,000.

Renovation/addition and roof replacement to Madison High School (5253 Design Group).

Renovation to the 40 year old Madison Junior High School Natatorium with (5253 Design Group).

Nelson Co. Public Library

New Haven Branch Library
Scope: 5,000 SF Branch Library

Bloomfield Branch Library
Scope: 5,000 SF Branch Library

Trimble Co. Public Library - Bedford, KY
Scope: 10,000 SF New Library

Mercer Co. Public Library - Harrodsburg, KY
Scope: 10,000 SF Renovation
14,000 SF Expansion

Marion County Public Library - Lexington, KY
12,055 SF renovation and 6,745 SF addition to an existing library

Jefferson County Public Schools - Louisville KY
General renovations, new media center, new elevator and HVAC upgrades to the existing 60,000 SF Eisenhower Elementary School.

Warren County Public Library
Bowling Green, KY

Smiths Grove Branch Library
Scope: 5,000 SF Branch Library

Bob Kirby Branch Phase I, II & III
17,000 SF of interior renovations and 16,500 of additional new construction.

WORK HISTORY

October 2015 - Present
Louisville Office Director
Nomi Architecture, Design, Fabrication
Louisville, KY

June 2006 - October 2015
5253 Design Group - Louisville, KY

February 2005 - June 2006
architection - Louisville, KY

September 1998 - February 2005
Louis and Henry Group - Louisville, KY

October 1995 - July 1998
Bickle-Gibson Architects - Louisville, KY

May 1994 - October 1995
Kathryn Quinn Architects - Chicago, IL



ROBERT PASS + ASSOCIATES

309 East Market Street
Suite 302
Louisville, KY 40202

502 589.7632
Fax 589.7634
Cell 797.2540

rpaconsultants@bellsouth.net

Construction Costs Consultants

Cost Planning a construction project and controlling costs within a firm plan is a technique designed to assist Building Owners and Architects to obtain maximum value for the funds available. Most design contracts require the Architect to provide estimates of overall probable construction cost at various stage of design development, however, construction complexity makes it essential to contain such costs within a pre-established cost plan at the component, or element, level of detail rather than simply on the aggregate or "bottom line".

Robert Pass + Associates is a firm of construction cost consultants with considerable experience in cost planning and control. As a member of the design team, we can assist in developing a feasible program budget and maintaining cost control throughout the design period. This is accomplished as a constructive part of the design team at such time as is most beneficial to the design effort rather than producing cost estimates retrospectively after much design effort has been expended, some of which may subsequently prove to be abortive.

Construction Estimates.

- Establishing a realistic budget and initial cost plan for the required development or defining the extent of the project with the funds available.
- Advice to the Architect/Owner on the effects on costs of alternative structural systems, building configurations, materials and mechanical and electrical systems.
- Preparation of a detailed cost plan from the Architect's drawings for all phases of the work. This constitutes a reference against which all design developments are checked during the preparation of the working drawings.

These professional services, which go far beyond the normal cost opinions required from Architects and other design consultants, maintain a tight control of construction costs during design development. They help to provide the Owner with maximum value for the available funds and frequently effect substantial reduction of construction costs and prevent delays due to bids exceeding the budget.



YEARS OF EXPERIENCE
32

EDUCATION
B.S. Electrical Engineering
University of Kentucky

LICENSURE
Kentucky #22074

AFFILIATIONS/CREDENTIALS
NFPA
USGBC
BICSI

William P. Wilson, PE, RCDD, DCDC

Senior Electrical Engineer

Bill is an electrical engineer with 32 years of experience with electrical systems. He has extensive experience with power generation and distribution systems, power systems analysis, and design of commercial building systems such as lighting, power, fire alarm, and telecommunications. Bill has a wide range of practical experience from his service as an electrician aboard naval ships in the US Navy, his service as a maintenance manager for a large university healthcare complex, and as a hands-on designer for commercial facilities and infrastructure. He holds certifications as a Registered Communications Distribution Designer and Data Center Design Consultant in addition to his Professional Engineering registration.

Relevant Experience

Lexington-Fayette Urban County Government - Lexington, KY

- Community Center Roof and Restroom Replacement
- Fire Station 1 HVAC Renovation
- Garages Mechanical, Electrical, and Plumbing Design
- Public Safety Operations Center Server Room Cooling Replacement

Commonwealth of Kentucky

- Eastern Kentucky Exposition Center - Pikeville, KY
- Boone National Guard Armory Headquarters Building Mechanical, Electrical, and Plumbing Design - Frankfort, KY
- Kentucky Horse Park Renovate International Museum of the Horse - Lexington, KY
- Kentucky International Convention Center Renovation and Expansion - Louisville, KY

Bath County Library Support Space Renovation - Owingsville, KY

Boyd County Library New Summit Branch Building - Ashland, KY

Eastern Kentucky University - Richmond, KY

- Eastern Kentucky University Powell Building Renovation
- New Science Building, Phases I and II
- Residence Hall Renovation Keene, McGregor, Palmer

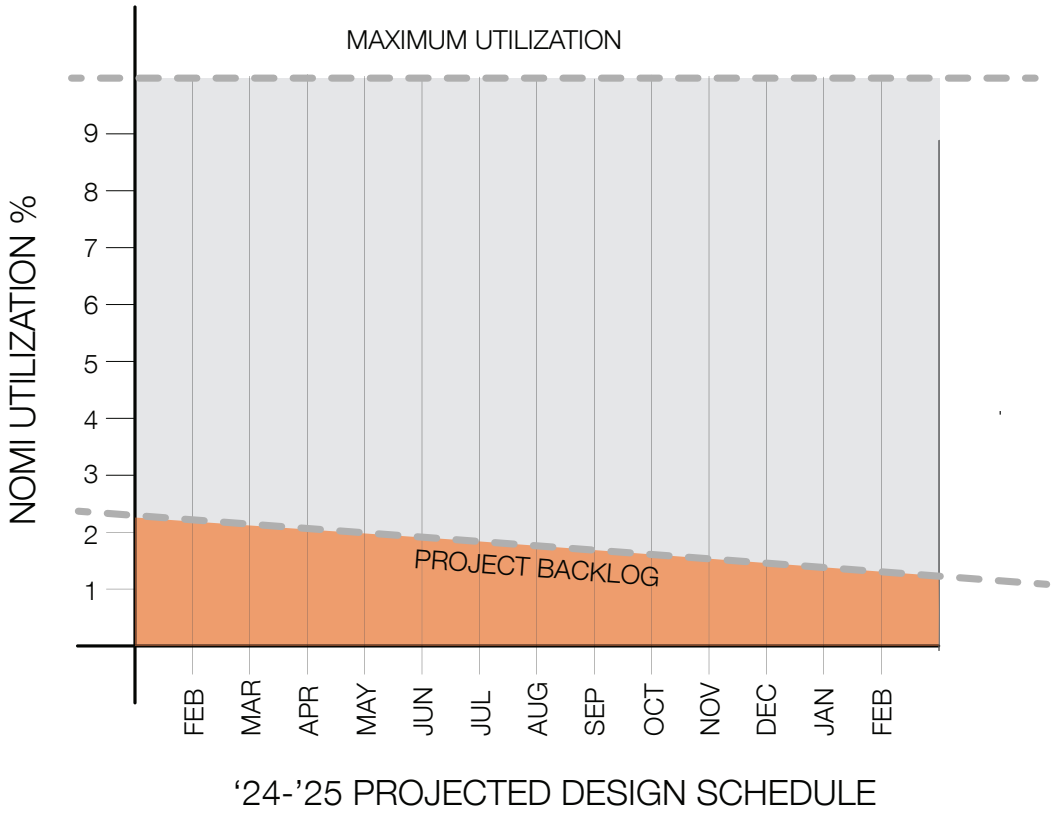
University of Kentucky - Lexington, KY

- Patterson Office Tower Renovation of 4th and 5th Floors Mechanical, Electrical and Plumbing Design
- Pence Hall Mechanical, Electrical, and Plumbing Renovation
- White Hall Classroom Building Renovation Mechanical, Electrical, and Plumbing Design
- 6th Floor Patterson Office Tower Renovation
- Miller Hall Renovation
- Scovell Hall Renovation
- Memorial Coliseum Renovation
- Funkhouser Building Renovation
- Boone Faculty Club Renovation
- Delta Gamma Sorority House Addition and Renovation
- Biomedical/Biological Sciences Research Building Third Floor Electrical Renovation
- Bio Safety Lab 3 Renovation
- EduceLab Research Labs Renovation
- Gatton College of Business and Economics Expansion and Renovation

KFI ENGINEERS

CAPACITY

WE ARE FULLY COMMITTED TO DEDICATING THE STAFF NECESSARY TO SUCESSFULLY COMPLETE THIS JOB. WE HAVE THE FLEXIBILITY TO MAKE SURE YOU HAVE NOT ONLY ENOUGH PEOPLE BUT THOSE WITH THE SKILLS AND EXPERIENCE BEST-SUITED TO YOUR PROJECT.


MAXIMUM UTILIZATION
NOMI UTILIZATION %
9
8
7
6
5
4
3
2
1
PROJECT BACKLOG
FEB
MAR
APR
MAY
JUN
JUL
AUG
SEP
OCT
NOV
DEC
JAN
FEB
'24-'25 PROJECTED DESIGN SCHEDULE



WORKLOAD

Above: NOMI Design
Opposite: NOMI Utilization %

MANPOWER
WOMANPOWER +
NOMI CAPACITY

We are well-situated to take on new work at this time. Our resourcing plan and backlog allow an adequate amount of man-hours to effectively complete your project.

At the beginning of the design process we will prepare a detailed resourcing plan and project work plan in order to outline a schedule and dedicate the best distribution of resources to your project. The work plan will be updated and shared with you regularly to ensure the project schedule is met.

We are fully committed to dedicating the staff necessary to complete this job. We have the flexibility to make sure you have not only enough people but those with the skills and experience best-suited to your project.

AS NOMI IS CURRENTLY IN THE CA PHASE OF A LARGE PROJECT WE ARE SEEKING NEW WORK FOR 2024-2025 CALENDAR.

As the prime consultant NOMI will be your point of contact for the design team. We will oversee the project communications, budget and schedule in addition to performing planning, programming, architectural and interior design, bidding and construction administration.

KFI CAPACTIY

KFI employes over 230 professionals, including over 60 licensed professionals. Based on current and anticipated workload, our team has the availability to begin design immediately and the capacity to complete this project as per the needs of LFUCG. We also maintain the flexibility to work within LFUCG's anticipated schedule, which will minimize disruption to current users.

FORMS & AFFIDAVITS

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

3/25/24

Date

nomi ARCHITECTURE DESIGN FABRICATION

Affirmative Action
Equal Opportunity

POLICY STATEMENT

It is the policy and practice of Nomi Design, Inc. to assure that no person will be discriminated against, or be denied the benefit of any activity, program or employment process, in the areas of recruitment, advertising, hiring, upgrading, promotion, transfer, demotion, lay off, termination, rehiring, employment, rates of pay and/or other compensation.

Nomi is an affirmative action/equal opportunity employer and is strongly committed to all policies which will afford equal opportunity employment to all qualified persons without regard to race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental disability, learning disability, present or past history of mental disorder, or physical disability including, but not limited to, blindness, unless it is shown that such disability prevents performance of the work involved.

This policy and practice applies to all persons, particularly those who are members of protected classes. Nomi will implement, monitor and enforce this affirmative action policy statement and program in conjunction with all applicable Federal and State laws, regulations, and executive orders.

Managers and supervisory staff will be advised of their responsibilities to ensure the success of this program. Each manager, supervisor, and employee of Nomi is expected to aid in the implementation of this program and be accountable for complying with the objectives of this Affirmative Action Plan.

Ultimate responsibility and the day-to-day duties for this affirmative action program will be coordinated by the Firm Principal who is hereby designated the Equal Employment Opportunity/Affirmative Action Officer for Nomi Design, Inc.

Matthew Brooks
Firm Principal

859 838 1130 1584 Delaware Ave
www.nomi.design Lexington, KY 40505

AFFIDAVIT

Comes the Affiant, Matthew Brooks, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Matthew Brooks and he/she is the individual submitting the proposal or is the authorized representative of Nomi, 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 Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me by Matthew Brooks on this the 18 day of March, 2024

My Commission expires: 9/19/2026

NOTARY PUBLIC, STATE AT LARGE

MORGAN JESSILYN BROWN CHAWAGA NOTARY PUBLIC ID KYNP59097 MY COMMISSION EXPIRES 9/19/2026 STATE AT LARGE, KY.

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.

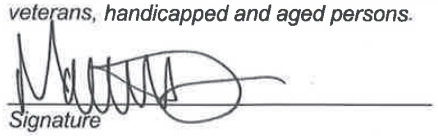
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The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed 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

NMI DESIGN

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: NAMI DESIGN

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		3	7													3	7
Superintendents																	
Supervisors																	
Foremen																	
Technicians							1										1
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft		3														3	
Service/Maintena																	
Total:																	

Prepared by: MATTHEW BROOKS **Date:** 3 / 25 / 2024

(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: NOMI, INC.

Complete Address: 1584 DELAWARE AVENUE (Street) LEXINGTON, KY (City) 40505 (Zip)

Contact Name: MATTHEW BROOKS Title: OWNER, PRINCIPAL ARCHITECT

Telephone Number: 859-286-6708 Fax Number: N/A

Email address: MATTHEW@NOMI.DESIGN

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 16-2024

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.				
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.

NOMI DESIGN
Company

3/15/24
Date

MATTHEW BROOKS
Company Representative

PRESIDENT
Title

MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference # 16-2024

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 NOMI DESIGN	Contact Person MATTHEW BROOKS
Address/Phone/Email 1584 DELAWARE AVE, LEX, KY 40505 859-286-6708 MATTHEW@NOMI.DESIGN	Bid Package / Bid Date 16-2024 / 4/3/24

MWDBE Company Addres	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.

NOMI DESIGN
Company

MATTHEW BROOKS
Company Representative

3/25/24
Date

PRESIDENT
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # 16-2024

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 MWBDE 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 MWBDE 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.

NOMI DESIGN
Company

3/25/24
Date

MATTHEW BROOKS
Company Representative

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, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent**,** Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

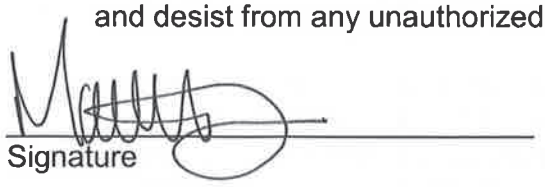
16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

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

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

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

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.



Signature

3/25/24

Date

ATTACHMENT: A

FORM OF PROPOSAL

Design Services for the Dunbar Community Center – Maintenance & Improvements Project
Request for Proposal # 16-2024
Form of Proposal

Consultant: NOMI Design

Address: 1584 Delaware Ave, Lexington, KY 40505

1. **General:**
   a. The undersigned Consultant, having read and examined the specifications and associated documents for the above designated work, affirms agreement to complete all work in accordance with the contract documents.
   b. The selected Successful Consultant (SC) shall verify all mentioned requirements in these contract documents. The SC shall confirm in writing any discrepancies found within one week of being informed of successful proposal.
   c. The undersigned agrees that this proposal constitutes a firm offer to the LFUCG which cannot be withdrawn for one hundred twenty (120) calendar days from and after the stated closing time, or until a contract is fully executed by the LFUCG and a third party, whichever occurs earlier.
   d. The Consultant shall include Technical Information as required herein.
2. **Submittal Requirements:** Interested firms are encouraged to submit their qualifications, which will include the information below. Failure to comply with this requirement may lead in disqualification of the Consultant's proposal:
   a. Signed cover letter stating interest in the project. The cover letter should indicate the proposer's willingness to enter into an agreement with the LFUCG (see Sample Contract **Attachment B**). An officer of the company who has authority to commit their firm to the proposed project must sign the letter.
   b. Additional company information to be provided shall include company history, key management members, major accomplishments, inter-company or third party alliances or partnerships, and any major pending litigation and facts of the case(s).
   c. Narrative on how customer satisfaction is tracked.
   d. Copies of written continuing education/professional training program and quality control/quality assurance program.
   e. Provide the current number of employees and employee types.
   f. Statement of general firm qualifications and capacity that should include firm location, where the work will be performed, and the firm's background and demonstrated ability to perform the required services for this project.
   g. Project Team list including sub consultants indicating key professionals that will be specifically assigned to work on each discipline and phase of the project. Identify project manager. Detailed resumes for the key professionals and project manager should be included with the proposal. Describe team members' educational background, related experience, experience in providing like services to governmental entities, and individual references within such entities. Describe how the team has worked together on similar projects in the past.

h. Summary of firm's recent (5 year) experience in similar/representative projects including
   i. Physical project size
   ii. Estimated and Actual Cost of the resulting construction and/or renovation work
   iii. Identification of any involved sub-consultants and/or joint-venture partners

i. Conflict of Interest Statement clearly stating the proposer has no conflicts of interest in providing professional services on the project.

j. A narrative of design approach, preliminary design concepts, approach to project inclusive of proposed work scope, and related considerations.

k. Ability to meet required deadlines (See Project Schedule **Attachment C**). Demonstrate integration of this project into the firm's present workload through current and projected staff workload data.

l. References: names and contact information of previous clients on similar projects within the past five (5) years with a description of the type of project completed on schedule and on budget. A minimum of three references is required.

3. **Proposal Format**: Proposals are limited to 20 single-sided pages not including the required LFUCG documents as outlined in the RFP. Proposals in excess of these requirements may not be considered. The twenty (20) page limitation includes any written, photographic or graphic material contained in the body of the statement and any appendices. The limitation does not include:
   i. The cover (although narrative on the reverse side of the front cover or front of the back cover will be counted)
   ii. A title page
   iii. A table of contents and/or index; or blank tab pages

4. Respondents are responsible for all costs associated with the preparation of materials in response to this RFP. The LFUCG assumes no responsibility for such costs. The LFUCG reserves the right to waive any formality in the submitted statements of qualifications, to reject any and all statements of qualifications or to re-advertise for additional statements of qualifications.

5. **Work Plan:** Consultant shall provide a plan to complete the work described herein in submitted proposal within the submittal limit. Included in work plan shall be:

   a. A checklist of what specific deliverables will be provided at each design phase and/or milestone and the team member that will provide the deliverable.

   b. A specific budget and schedule **(**See Project Schedule **Attachment C)** to complete services described herein.

   c. An explanation of the communication/documentation and collaboration plan.

   d. An explanation of the approach that will be used to assure quality and well-coordinated documents between all disciplines through the design process.

   e. An explanation of the team Quality Control Program throughout all phases of design, and through construction administration.

6. Lump Sum Pricing:

   a. All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job.)

   b. Provide Firm Lump Sum Cost for providing the LFUCG with services as noted in these specifications.

Design Stage (Total Services Below)	$ 72,800
Schematic Design Phase:	$ 13,650
(percentage of total services)	15 %
Design Development Phase:	$ 18,200
(percentage of total services)	20 %
Construction Documents Phase:	$ 36,400
(percentage of total services)	40 %
Bid Phase:	$ 4,550
(percentage of total services)	5 %
Construction Administration Stage	$ 18,200
(percentage of total services)	20 %
Total Architectural/ Engineering Services	$ 91,000

7. **Payment for Additional Services:** Additional Services, as permitted under Section 2 of the Contract, shall be compensated at the unit rates listed below. The LFUCG reserves the right to increase or decrease frequencies of unit cost. If Additional Services are requested, the base contract may be increased or decreased on the basis of the unit rates. No price adjustments will be made unless mutually agreed to in advance through the Change Order process to the contract. All Unit Pricing Hourly Rates shall include all direct labor, any supervision required, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacations, etc.) disposal fees, tool allowance, equipment, materials, profit, and all other costs used on the job.

Title/Skill Level	Hourly Rate
Principal	175 $/HR
Architect 1	150 $/HR
Architect 2	140 $/HR
Architect 3	130 $/HR
Intern Level 1	120 $/HR
Intern Level 2	110 $/HR
Intern Level 3	100 $/HR
	$/HR

a. Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The Consultant markup over the invoiced price shall be zero percent (0%).

b. Approved reimbursable expenses will be based on actual costs and shall be mutually agreed to in advance through the Change Order process to the contract.

Signature	Name
Title	Date



NOMI Design
ARCHITECTURE + FABRICATION

Left: Warren County East High School Athletics

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/12/2024

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	CONTACT NAME: Keeley Young	
MANN SUTTON and MCGEE 1353 Leestown Rd. Lexington KY 40508	PHONE (A/C, No, Ext): (859) 225-3661	FAX (A/C, No): (859) 225-8351
	E-MAIL ADDRESS: Keeley@msmltdins.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Nomi Inc 1584 Delaware Ave Lexington KY 40505-4012	INSURER A : Owners Insurance Company	32700
	INSURER B : Auto-Owners Insurance Co	18988
	INSURER C : KY. Employers Mutual Insurance	10320
	INSURER D : Starstone Specialty Insurance Company	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL242503381 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			52151333	11/16/2023	11/16/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [X] 19			5311297800	11/16/2023	11/16/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			5311297801	11/16/2023	11/16/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		429292	02/01/2024	02/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability			75518K232APL	11/16/2023	11/16/2024	General Aggregate Each Occurrence	$2,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project:
Dunbar Community Center – Maintenance & Improvements Project - Request for Proposal No. #16-2024

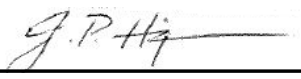
CERTIFICATE HOLDER

LFUCG
General Services 4th Floor
200 E Main St
Lexington KY 40507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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RESOLUTION NO. ____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A CONSULTANT SERVICES AGREEMENT WITH NOMI, INC., FOR PROFESSIONAL DESIGN SERVICES OF THE NEW DUNBAR COMMUNITY CENTER MAINTENANCE AND IMPROVEMENTS PROJECT, AT A COST NOT TO EXCEED $91,000.00.

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 and directed to execute the Consultant Services Agreement, which is attached hereto and incorporated herein by reference, with NOMI, Inc., for professional design services of the new Dunbar Community Center Maintenance and Improvements Project.

Section 2 - That an amount, not to exceed the sum of $91,000.00, be and hereby is approved for payment to NOMI, Inc., from account # 1105-707602-91015, 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 URBAN COUNTY COUNCIL
0412-24:GET:4892-6383-5319, v. 1

RESOLUTION NO. 196 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A CONSULTANT SERVICES AGREEMENT WITH NOMI, INC., FOR PROFESSIONAL DESIGN SERVICES OF THE NEW DUNBAR COMMUNITY CENTER MAINTENANCE AND IMPROVEMENTS PROJECT, AT A COST NOT TO EXCEED $91,000.00.

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 and directed to execute the Consultant Services Agreement, which is attached hereto and incorporated herein by reference, with NOMI, Inc., for professional design services of the new Dunbar Community Center Maintenance and Improvements Project.

Section 2 - That an amount, not to exceed the sum of $91,000.00, be and hereby is approved for payment to NOMI, Inc., from account # 1105-707602-91015, 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: April 25, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0412-24:GET:4892-6383-5319, v. 1

ATTACHMENT: B

CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of April 15, 2024, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and NOMI INC. (**CONSULTANT**). **OWNER** intends to proceed with architectural/engineering design services as described in the attached Request for Proposal document. The services are to include the preparation of Schematic Design Documents through Construction Documents, Bidding, and Construction Administration for the construction of the **Dunbar Community Center – Maintenance & Improvements Project** as contemplated in the **OWNER**'s Request for Proposal No. #16-2024. The services are hereinafter referred to as the Project.

OWNER and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional architectural/engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT was selected by **OWNER** based upon its response to the Request for Proposal No. #46-2022.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the Project described herein, serve as **OWNER'S** professional architectural and engineering representative for the Project as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

CONSULTANT shall perform professional services as hereinafter stated, which include customary architectural and engineering incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 16-2024. (**Exhibit "A"**), and Consultant's Response dated April 3, 2024 (**Exhibit "B"**). To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 16-2024. (**Exhibit "A"**).

After written authorization to proceed with the Evaluation and Recommendation Phase, **CONSULTANT** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.

2. On the basis of the "Selection Criteria" in the "Request for Proposal", attached in **Exhibit "A"**, conduct field surveys and gather other necessary data or information, prepare an evaluation and recommendation document consisting of design options and cost estimates as well as all required deliverables listed in the Request for Proposal. See **Exhibit "A"** for complete listing of all deliverables.

This Agreement (consisting of pages 1 to __ inclusive), together with the Exhibits and schedules identified above, constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Condition provisions of RFP No. 16-2024 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT

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

2.2. All "Additional Services" are subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

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

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

3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.

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

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

3.6. Furnish or direct **CONSULTANT** to provide necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

4.1. See **Exhibit "A"** for the project timeline/schedule.

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

If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 14 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within two (2) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.

Lump Sum Pricing

In consideration of the architectural and engineering services described in this Loan Agreement and its exhibits, **OWNER** shall pay **CONSULTANT** the sum below stated, which sum shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job. The negotiated cost of services is represented in the Form of Proposal, and is summarized as follows:

Design Stage (Total Services Below)	$ 72,800
Schematic Design Phase: (percentage of total services)	$ 13,650 15 %
Design Development Phase: (percentage of total services)	$ 18,200 20 %
Construction Documents Phase: (percentage of total services)	$ 36,400 40 %
Bid Phase: (percentage of total services)	$ 4,550 5 %
Construction Administration Stage	$ 18,200
(percentage of total services)	20 %
Total Architectural/ Engineering Services	$ 91,000

5.1.2. For Additional Services

"Additional Services" shall be paid for by the **OWNER** on the basis of the unit pricing below. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon payment for "Additional Services", the amount of such payment shall be determined as set forth in Section 6.5, "DISPUTES" of this Agreement.

Unit Pricing

If Additional Services are requested, the base contract may be increased and/or decreased on the basis of these proposed unit rates. No price adjustments will be made, unless mutually agreed to in advance through the Change Order process to the contract, or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice).

All Unit Pricing Hourly Rates shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job.

Title/Skill Level	Hourly Rate
Principal Architect	175 $/HR
Project Architect	150 $/HR
Project Manager	150 $/HR
Project Associate	120 $/HR
_____	_____ $/HR
_____	_____ $/HR

Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The **CONSULTANT** markup over the invoiced price shall be 0 %

5.2. Times of Payment.

5.2.1. For any month in which the **CONSULTANT** provides services in connection with this Agreement, the **CONSULTANT** shall submit to the **OWNER** a written statement reasonably identifying the percentage of each task, listed in Section 5.1.1., above, as may be amended by the parties from time to time, that has been completed to date, the total amount to be billed for each task, the amount previously billed for each task, and the total amount due and owing for each task at the time the statement is issued. Within thirty (30) days of the **OWNER's** receipt of such statement, the **OWNER** shall pay to the **CONSULTANT** all amounts due and owing as indicated thereon, unless the **OWNER** has in good faith contested the same.

5.3. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work

provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, provided the non-terminating party fails to cure such default within ten (10) days of receiving notice of such default.

6.1.2. The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon seven (7) days written notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents.

All documents, including hardcopies and original digital format, including but not limited to Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations.

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

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

shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including **CONSULTANTS**, and shall save, defend, and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues. Any action arising from or in relation to this Agreement shall be brought in Fayette County, Kentucky.

6.4. Successors and Assigns.

6.4.1. **CONSULTANT** binds itself and its partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

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

6.5. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **CONSULTANT** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **CONSULTANT**, shall be submitted to the Commissioner of the Department of General Services, Lexington-Fayette Urban County Government, for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of CONSULTANT'S Work.

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional architects

and engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **CONSULTANT**, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

6.7. Security Clause.

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

6.8. Access to Records.

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

6.9. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 16-2024 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 **CONSULTANT** agrees as follows:

7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training,

including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

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

SECTION 8 - SPECIAL PROVISIONS

8.1. This Agreement is subject to the following provisions.

8.1.2. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned the appropriate Lexington-Fayette Urban County Government employee (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or their designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or their designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or their designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

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

OWNER:

Linda Gorton

Mayor

5/9/2024

CONSULTANT:

MATTHEW BROOKS

NOMI INC, PRESIDENT

4/15/2024

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/12/2024

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 MANN SUTTON and MCGEE 1353 Leestown Rd. Lexington KY 40508	CONTACT NAME: Keeley Young PHONE (A/C, No, Ext): (859) 225-3661 FAX (A/C, No): (859) 225-8351 E-MAIL ADDRESS: Keeley@msmltdins.com
INSURED Nomi Inc 1584 Delaware Ave Lexington KY 40505-4012	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Owners Insurance Company — 32700 INSURER B : Auto-Owners Insurance Co — 18988 INSURER C : KY. Employers Mutual Insurance — 10320 INSURER D : Starstone Specialty Insurance Company INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** CL242503381 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			52151333	11/16/2023	11/16/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] HIRED AUTOS ONLY [X] 19 [X] SCHEDULED AUTOS [X] NON-OWNED AUTOS ONLY			5311297800	11/16/2023	11/16/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			5311297801	11/16/2023	11/16/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		429292	02/01/2024	02/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability			75518K232APL	11/16/2023	11/16/2024	General Aggregate Each Occurrence	$2,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project:
Dunbar Community Center – Maintenance & Improvements Project - Request for Proposal No. #16-2024

CERTIFICATE HOLDER

LFUCG
General Services 4th Floor
200 E Main St
Lexington KY 40507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #16-2024 Design Services for Dunbar Community Center Maintenance and Improvements Project** 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 3, 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 20, 2024, 1:00 pm, at 545 N Upper St, 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:

1. Professional qualifications and experience of the team with architectural and engineering services throughout the design and construction phases. 20 pts
2. Demonstrated understanding of the project requirements. Including past experience with similar projects and building systems. 25 pts
3. Capacity of the team to perform the work within the time limitations. Illustrated by the current volume of work in progress. 15 pts
4. Past record and performance on contracts with the LFUCG, other governmental agencies, and private industry with respect to such factors as cost control, quality of work, and ability to meet schedule requirements. 5 pts
5. Degree of local employment to be provided by the person or frim in the performance of the contract by the person or firm. 5 pts
6. Fees 30 pts

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 MWBDE 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 MWBDE 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	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@nwboc.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 Addres	**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 MWBDE 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 MWBDE 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	**Company Representative**
Date	**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, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

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

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

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

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

_____ _____

Signature Date

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

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

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

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

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

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

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

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

Coverage	Limits
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Auto Liability	$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	$100K
Professional (E&O) Liability	$2 million per claim
Excess/Umbrella Liability	$1 million per occurrence

The policies above shall contain the following conditions:

a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

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

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

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

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

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

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00548704

LEXINGTON

REQUEST FOR PROPOSALS

FOR:

Dunbar Community Center - Maintenance & Improvements Project

Professional Services (A/E Design Consultant)

RFP# 16-2024

Department of General Services

Division of Facilities & Fleet Management

Capital Project Management

March 2024

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1.0- INTRODUCTION

The Lexington-Fayette Urban County Government (LFUCG) is seeking a proposal from consultants who are expertly qualified in the performance of professional design services relating to building improvements and renovation projects.

The purpose of these services is to assess the current conditions, review the existing drawings, and perform full architectural and engineering services to provide renovated interior spaces throughout the 1st floor level of the building. Currently, there is a federally funded (ARPA – American Rescue Plan Act) Project occurring at the facility to replace the entire roof system and provide new ADA-compliant restroom facilities at all (3) floor levels. This new project will utilize LFUCG general funds to continue the interior improvements outlined in Section 1.2. Architectural and engineering services shall include all incidental design services to carry out the design intent of the project as outlined.

The **Dunbar Community Center** is located at **545 N Upper Street – Lexington, KY 40508**

The Project shall consist of Two Stages:

- Stage 1: Design Stage
- Stage 2: Construction Administration Stage

1.1 - PROJECT NARRATIVE

The Dunbar Community Center was built in 1922 and opened in 1923 as Dunbar High School. The school closed in 1972 and was converted to a community center and offices for LFUCG Parks & Recreation in 1978 to serve the community. The building is three-stories with a partial crawl space, totaling approximately 34,620sf. There is a main gymnasium and bleachers, with supporting restrooms, locker rooms and storage. The facility also includes a kitchen, classrooms, exercise rooms, computer lab and offices for Parks & Recreation personnel on the 2nd and 3rd floor levels. These upper 2nd and 3rd floor levels have locked access control from the public monitored by the staff.

Many of the building interior elements and materials have reached the end of their lifecycle. With daily use, many of the flooring surfaces, paint, lighting, furniture, ceilings, plumbing fixtures, gymnasium bleachers and finishes need to be refreshed or replaced. The project may require some phased construction and limited portions of the work to be separated as alternates for bidding. The Dunbar Community Center shall remain in operation throughout construction and is occupied nearly 7 days/week. Design meetings with both LFUCG Capital Project Management and stakeholders with LFUCG Parks & Recreation will be held to finalize the scope.

The consultant shall be responsible for reviewing all attachments, project criteria, and gathering the necessary information to make expert-based recommendations to the Owner. Recommendations shall include at a minimum; comparisons of probable costs, product lifecycles, and maintenance requirements. As necessary, any phased work shall be shown on any final design documents for scheduling intent.

This Request for Proposal includes all phases of design, and outlines each phase with minimum requirements and recommendations within two project stages. Stage 1: Design Stage, includes a schematic design phase, design development phase, construction document phase, and a bidding phase. Stage 2: Construction Administration Phase includes construction administration, and a required eleventh month walkthrough to review items that may fall under the one-year workmanship warranty provided by the contractor.

1.2 - PROGRAM & TECHNICAL REQUIRMENTS

The Dunbar Community Center – Maintenance & Improvements Project will consist of replacement of the remaining existing men's and women's restrooms on the 1st floor level of the facility. Additional interior maintenance and renovation improvements will include the outlined priority scope shown below.

Consultants shall collaborate with the various LFUCG Departments and end users, including Capital Project Management, Parks & Recreation, Facilities Maintenance, and IT to ensure all required scope elements are met. The existing parking lot for the campus shall suffice for the required parking on site and accessible routes to the facility entrance. It shall also serve as the eventual construction parking and lay-down areas.

Interior maintenance and improvements shall include the following, but not limited to:

- **1st Floor Rear Men's & Women's Existing Restrooms:**
  - full replacement with new ADA-compliant restrooms
- **1st Floor Common Areas:**
  - all new flooring materials / vinyl or wood wall base / wall prep / painting / ceilings / ceiling systems / acoustical material / LED lighting / signage / seating / check-in desk / display areas / wall graphics
  - considerations for new interior window/door openings / new doors / door hardware
- **1st Floor Dunbar Historical Classroom:**
  - new flooring material / wall base / painting / lighting / lockable display cabinets and cases
  - conference & lounge furniture / lockable storage or new storage closet
  - digital display (TV) of the Dunbar school's history – work with the advisory board and consultant to display the digitize historic materials and information in various forms of digital and print form
- **1st Floor Fitness Exercise Rooms:**
  - new rubberized flooring / LED lighting / ceiling fans / acoustics
  - new exercise equipment / coordinated with staff/patrons/TR
- **1st Floor E-Sports Room:**
  - new finishes including flooring / painting / lighting / lockable storage / acoustical treatments.
  - new electrical, data and network upgrades / coordination with LFUCG IT & CPM
- **Gymnasium:**
  - new vinyl gym floor cover mats with motorized winder mobile storage rack
  - replace vinyl wall pads at each end
  - evaluate existing non-motorized operable wood bleachers for replacement consideration with new motorized telescopic bleachers or repair of existing
- **Concessions Room:**
  - electrical upgrades for additional and larger capacity equipment
  - addition of a hand wash sink to meet Fayette County Health Department standards

Additional Notes:

- Consultants shall coordinate with Owner for LFUCG standards. Owner will provide consultant with all available LFUCG standards as necessary, including IT/data, locks/keying/door hardware, toilet accessories, carpet and floor/wall tile standards, security cameras, lighting, etc.
- Consultant shall coordinate all colors and finishes with the Owner including LFUCG CPM, Parks & Recreation and Public Information Office (signage/graphic standards). Sample boards for interior and exterior finishes shall be submitted and reviewed with the Owner for approval.
- All interior finish materials should be long lasting, durable, and easily maintained.
- LFUCG will provide and perform all required abatement testing prior to construction beginning on the project through our in-house and third-party abatement consulting services. All abatement demolition work and scheduling will be coordinated with the design consultant and all abatement removal performed prior to construction commencing. Third-party air quality testing will confirm all areas.

The consultant shall provide continual coordination with the owner and provide recommendations based on cost, quality, schedule, maintenance, life cycle, constructability, and applicability to the specific project. A preliminary program of spaces has been outlined above, but the consultant shall be responsible to update and finalize the Program of Spaces as necessary with Owner approval. The consultant shall prepare alternates at the Owner's request, or as recommended by the consultant and approved by the Owner.

1.3 - SCOPE OF BASIC SERVICES

General Requirements:

a. **Council Presentations** - The Consultant must be available for Council Work Sessions and/or Council Meetings to make presentations, answer design questions, and provide change order information if requested by LFUCG CPM.
b. **Design Schedule** - See Project Schedule (Attachment C). The Consultant shall review the design schedule and submit a strategy of reaching milestone dates. Any proposed deviations to the attached schedule should be identified in the proposal.
c. **Deliverables** - All design submittals shall consist of (2) hard copies and (1) digital PDF copy at 98% submissions, and (2) hard copies and (1) digital PDF at the Final Submission of each Phase. Typical drawing sheet size to be 24"x 36" unless approved otherwise. Specifications, reports, and other supplemental documents shall be on 8-1/2" x 11" sheets unless approved otherwise. Supplemental drawings, revisions, and clarifications may be on 8-1/2" x 11" sheets, or 11" x 17" sheets. All other sheet sizes to be approved by LFUCG Project Manager. LFUCG Project Manager may request half-size sets of drawings as a portion of the required amount of hard copy sets per each submission.
d. **Owner Review Meetings/Presentation** - The Consultant shall be responsible for attending review meetings/presentations at the end of each design phase, and as otherwise noted in the RFP. Refer to design schedule (Attachment 'C').
e. **Value Engineering** - shall be performed at the end of each design phase as necessary to meet the project budget.
f. **Authorization to Proceed** – Where multiple phases of work are outlined, the Consultant shall not proceed with the next stage or phase of work until cost and timeline estimates are aligned with the Owner's budget and schedule. Authorization to commence with the next phase of work will be issued in writing from the Owner (LFUCG) after approval of previous design documents. Any work performed by the Consultant without this written authorization will be at the Consultant's risk and will be a voluntary contribution to the project.

1.3a - STAGE 1: Design Stage

The design stage of the project shall include all phases of design as outlined below. The consultant shall collect all necessary information, provide updates to the LFUCG Project Manager, acquire continual input from the Owner, evaluate and implement Owner's comments, advocate for the Owner, maintain documentation of the design process, and provide all deliverables as outlined by the RFP per the design schedule. Minimum requirements for each design phase are listed below. However, it is the Consultant's responsibility to communicate the design intent and full scope of work. Content established in the minimum requirements may be shown or indicated where the content is best communicated. The consultant shall be responsible for determining additional content as necessary to complete the full design intent based on the Owner's Project Requirements. The scope of this project will include full professional services for new construction and site development. The consultant shall seek continual input from the Owner throughout each phase of the project.

Phase 1: Schematic Design - Schematic Design Documents shall consist of drawings and other documents necessary to convey the overall intent. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing in a schematic design narrative. Proposed building systems shall be evaluated on probable costs, product lifecycle, and maintenance requirements. Continual input from the Owner shall be actively sought throughout the schematic design process. At the completion of the Schematic Design Phase the general design intent of the project shall be expressed and evident. See below for minimum Schematic Design Submission Requirements:

☐ **Program of Spaces/ Defined Scope of Work**
Written assurance from the design professional that the building square footage, and/or defined scope of work depicted on the drawings is consistent with that shown in the program of spaces, and/or proposed scope of work. If there is a discrepancy between these documents, an explanation of the discrepancy shall be provided.

☐ **Preliminary Estimate of Probable Construction Cost.**
The Probable Construction Cost shall be itemized with unit costs. If the consultants Preliminary Estimate of Probable Construction Cost is over an Owner provided construction budget, the consultant must include value engineering options, and written recommendations of how to reduce the cost to meet the provided budget.

☐ **Schematic Design Narrative & Documentation**
Written documentation and justification of proposed major building systems. Identify each major building system where applicable (HVAC systems, building envelope, electrical, plumbing, etc.). Provide probable costs, product lifecycle, and maintenance requirements of each system. Provide a written recommendation for the systems to be used. Specify to what degree, if any, that system commissioning will be required for the project and advise Owner on procurement options.

☐ **Schematic Design Drawings** (include at a minimum):

- Cover Sheet: Project name, project address, date of submission, drawing index with sheet names and numbers listing all drawings included within the submission, list of abbreviations and project specific notes, vicinity map of general project location with north arrow, breakdown of building square footage by floor with total, use & occupancy classification, construction classification, phase of submission, and owner name & contact information.
- Site Plan: Incorporate Boundary and Topographic Survey Data, Preliminary Grading Plan, and Utility Plan showing anticipated proposed tie-in locations where applicable.
- Floor Plans: Room descriptions and square footages of each space, plumbing fixtures, all major MEP components applicable to the scope of work at the schematic level, line diagrams as necessary, and overall dimensions.
- Elevations/Roof Plans: Exterior elevation and roof plan drawings sufficient to describe the general layout and character of proposed new construction and/or major renovation. All major construction materials and/or components shall be identified on drawings. All major building elevations shall be required for new building construction.

Schematic Design Deliverables:
(2) Full hardcopy sets, and (1) digital set of submission items are due at the 98% submission as indicated on the design schedule (Attachment C) unless approved otherwise. Consultants are required to present the submission in person at an Owner's review meeting, and keep a record of the meeting minutes along with all Owner comments and action items. The consultant shall distribute the meeting minutes within (3) business days of the Owner review meeting. LFUCG Project Manager will review the submission, and will

send in writing, additional review items and comments within (5) business days. The consultant shall incorporate all applicable review comments, and submit three full hard copy sets and one digital set of all submission items for the final schematic design submission.

The Consultant shall not proceed with the next phase of work until cost and timeline estimates are aligned with the Owner's budget and timeline, and approved by the Owner. Authorization to commence with the next phase of work will be made in writing from the Owner. Any work performed by the Consultant without this written authorization will be at the Consultant's risk.

Phase 2: Design Development

The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents. Design Development Documents shall consist of documents including plans, sections, elevations, and typical construction details that effectively communicate the overall scope of work, layout, dimensions, quantities, and specific building systems. The Design Development Documents shall include outline specifications that identify major materials and systems, and establish in general their quality levels. All major building systems shall be expressed in a clear graphical and/or written manner. The design approach and aesthetic of the building envelope improvements shall be fully communicated within the Design Development Submission. Continual input from the Owner shall be actively sought throughout the Design Development process. At the completion of the Design Development Phase the design intent of the project shall be fully expressed and evident. See below for minimum Design Development Submission Requirements:

☐ **Program of Spaces/ Defined Scope of Work**
Written assurance from the design professional that the building square footage, and/or defined scope of work depicted on the drawings is consistent with that shown in the program of spaces, and/or proposed scope of work. If there is a discrepancy between these documents, an explanation of the discrepancy shall be provided.

☐ **Estimate of Probable Construction Cost.**
The Probable Construction Cost shall be itemized out with unit cost. If the consultant's Estimate of Probable Construction Cost is over an Owner provided construction budget/ approved construction cost from a previous phase, the consultant must include value engineering options, and written recommendations of how to reduce the cost to meet the provided budget.

☐ **Outline Specification**
Outline specifications to include all major building, and/or project components & systems per division of work specific to the project. Identifies the major materials & systems, and establishes in general their quality levels. Basis of design for major materials, components, and systems to be identified, and coordinated with the Owner. Include Cover Sheet, and full table of contents.

☐ **Design Development Drawings** (include at a minimum):

- Site Plans: Key plan, property lines, building footprint, parking & paving, exterior steps & ramps, sidewalks, fencing. Identify locations of materials (asphalt, concrete, pavers, lawn, etc.), storm water management, spot grades at all entrances & new building corners, grades (at drives, sidewalks, & parking), location of all necessary utilities (power, water, sewer, communication, etc.), and datum points for locating/ placing new construction.
- Structural Plans: Key plan, layout of floor & roof framing plans showing major structural components including sizes/ weights, descriptions of floor deck & concrete systems, locations of retaining walls or non-standard foundations and/or framing systems, bearing height of structural elements, finish floor elevations, proposed bottom of footing

elevations, location dimensions for all major structural elements/ dimensional tie-ins to architectural plans, narrative describing structural systems for all footings, foundations, floors, roof, and/or modifications.

- Architectural Plans: Key plan, Show all major plan elements where applicable (columns, exterior walls, interior partitions, doors/ door swing, windows, stairs, handrail/ guard rails, elevators, interior frames & openings, casework/ built in items, equipment, etc.), room names and numbers, door numbers, Overall building dimensions, column line dimensions tied to exterior wall dimensions, wall thicknesses, stair & ramp dimensions, continuous string of dimensions (minimum of one longitudinally & one laterally) through the building or space that equals the overall dimensions, ceilings (show grid with lighting & HVAC, ceiling heights, changes in ceiling elevations, note materials, show all ceiling mounted items), callouts for building elevations & sections, door & window tags, roofing elements (locate: roof drains, gutters, downspouts, overflows, taper insulation, roof slops, major flashing, roof curbs, parapets, ridge lines, valleys, roof ladders, hatches, etc.), preliminary finish schedule (floors, walls, and ceilings).
- Elevations: Exterior elevations of all new construction from an orthogonal view (include bump-out returns, elevations above the roof line, dormer faces/sides, etc.), show locations of major equipment, finish grade, windows & doors, finish floor heights, bearing heights, top of wall heights, roof pitch, note all materials & show material extent. Show interior elevations of complex areas requiring multiple material transitions, space requirements for built-ins, and/or equipment. Dash & label all required clearances.
- Building Sections: Show all major building elements that come in contact with the section plane (roofs, exterior walls, foundations, floors, beams, joist, windows, doors, openings, ceilings, soffits, insulation, finish grade, etc.), roof slope, wall section call outs. Provide minimum of two major building sections (one longitudinally & one laterally).
- Plumbing: Key plan with legend, preliminary plumbing fixture schedule & equipment schedules for all plumbing equipment (provide makes & model, if available), locate all plumbing fixtures & equipment, locate main water line and include sizing, locate main sewer/ vent lines and include sizing, locate roof drain lines and include sizing. Identify where water, sewer and storm enter/ exit the site/ facility.
- Mechanical: Key plan with legend, preliminary equipment schedules with sizes and quantities from basis of design (provide make & model, if known), locate all major HVAC equipment. Provide at a minimum, single line diagram of ducts and pipes sufficient to show zone locations including preliminary sizing for all ductwork mains and piping system main lines on plan view. Locate roof top equipment, fans, HVAC, etc. Ensure all roof top equipment locations allow for proper clearances in relation to parapet walls, exhaust vents, intake louvers, etc. Confirm proper existing and/or new structure with equipment weight & vibrations. Coordinate & allow for proper equipment curbs, roof repairs, and proper flashing. Coordinate locations of all ground equipment, clearances, concrete pads, in-take locations, screen walls / enclosures, etc.
- Electrical: Key plan with legend, power plan with legend showing locations of main and distribution panel boards/ outlets along with service entrance and transformer locations, and emergency power systems (generators/ misc. systems). Lighting plan with legend showing the location of lighting, fixture type, controls, dimming systems, exit lighting, and emergency egress lighting. Preliminary fixture schedule showing all fixture types with basis design identified (manufacturer and model if known). Communications plan with legend showing location of fire alarm pull stations (if applicable), data outlets, phone outlets, etc. Site utility service connections & details, technology documents showing cable tray, outlet locations, main technology closets and outlet details.

☐ **3D Images/ Samples:**
Provide color 3D images of any proposed new major interior areas. 3D Images may be sketched by hand, exported images from sketch-up, rendered images from Revit, or other prefer program. The intent of the 3D images is to provide an aesthetic understanding of the proposed building elements. Material types, configurations, and overall aesthetic shall be clear and evident. Consultants shall submit sample board of all major materials.

Design Development Deliverables:
(2) Full hardcopy sets, and (1) digital set of submission items are due at the 98% submission as indicated on the design schedule (Attachment C) unless approved otherwise. Consultants are required to present the submission in person at an Owner's review meeting, and keep a record of the meeting minutes along with all Owner comments and action items. Only one material sample board is required at 98% submission unless updates are necessary. If updates are necessary, an updated material sample board may be resubmitted at final completion of the phase. The consultant shall distribute the meeting minutes within (3) business days of the Owner review meeting. LFUCG Project Manager will review the submission, and will send in writing, additional review items and comments within (5) business days. The consultant shall incorporate all applicable review comments, and submit three full hard copy sets and one digital set of all submission items for the final design development submission.

The Consultant shall not proceed with the next phase of work until cost and timeline estimates are aligned with the Owner's budget and timeline, and approved by the Owner. Authorization to commence with the next phase of work will be made in writing from the Owner. Any work performed by the Consultant without this written authorization will be at the Consultant's risk.

Phase 3: Construction Documents
The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents. Construction Documents shall consist of documents including fully noted drawings and specifications that effectively communicate the entire design intent and full scope of work including all approved alternates. Drawings and specification shall be coordinated by the design consultant for quality and completeness. Continual input from the Owner shall be actively sought throughout the Construction Document process. The consultant shall coordinate with LFUCG Project Manager and LFUCG Division of Procurement. LFUCG Front End Documents, Parts I through VIII will be completed by LFUCG Division of Procurement with assistance from the design consultant and inserted into the Project Manual. Parts I through VIII include: I- Advertisement for Bids, II- Information for Bidders, III- Form of Proposal, IV- General Conditions, V- Special Conditions, VI- Contract Agreement, VII- Performance and Payment Bonds, VIII- Addenda. Consultants shall review Parts I – VII, assist with project specific information, and complete the rest of the Project Manual including cover sheet, indexes, technical specifications, etc. The completed construction documents shall convey the entire scope of work in a level of detail for quality construction of the full project scope that meets all applicable codes, regulations, and requirements. See below for minimum Construction Documents Submission Requirements:

☐ **Program of Spaces/ Defined Scope of Work**
Written assurance from the design professional that the building square footage, and/or defined scope of work depicted on the drawings is consistent with that shown in the program of spaces, and/or proposed scope of work. If there is a discrepancy between these documents, an explanation of the discrepancy shall be provided.

☐ **Independent Third Party Estimate of Construction Cost:**
The consultant shall engage with a professional third-party commercial estimator for a full Itemized Construction Cost Estimate including unit costs and quantities per division of work. If the Construction Cost Estimate is over the Owner provided construction budget/ approved

construction cost from a previous phase, the consultant shall work with the third-party estimator to include value engineering options to meet the Owner's Budget. The consultant shall provide a written evaluation of value engineering options with a recommendation of how to reduce the cost to meet the provided budget. Design Consultant to include all fees in their proposal to include this team member along with any and all subconsultants.

☐ **Project Manual**

Specifications shall include all major building, site, and project components/ systems per division of work specific to the project. Consultant shall provide all necessary Divisions (Divisions 01 through 33). Division 01 – General Requirements shall be coordinated with LFUCG General Conditions, and with the LFUCG Project Manager. Consultants shall coordinate basis of design, equal manufacturers, warranties, and applicable sample/ mock-up submittal requirements with LFUCG Project Manager for all major building systems. Consultants shall be responsible for the complete Project Manual, and shall include a full table of contents. LFUCG's Central Purchasing will provide LFUCG Front End Documents to be inserted into the Project Manual before advertising for bids. The Consultant shall coordinate and assist as necessary with Central Purchasing on all LFUCG Front End Documents pertaining to project specific information. Project Manual Cover Sheet shall include at a minimum: LFUCG Logo, Phase, Owner (LFUCG) Information, Project Name, Project Address, Date, and Bid Number.

☐ **Construction Document Drawings** (include at a minimum):

- Cover Sheet: Project name, project address, date of submission, drawing index with sheet names and numbers listing all drawings included within the submission, list of abbreviations and project specific notes, vicinity map of general project location with north arrow, breakdown of building square footage by floor with total, use & occupancy classification, construction classification, phase of submission, owner name & contact information, and Bid Number as issued by LFUCG.
- Civil: Site layout plans and details including property lines, buildings/ structures, curb cuts, parking & paving, exterior steps & ramps, sidewalks, fencing, curbs, locations of materials (asphalt, concrete, pavers, lawn, etc.), dumpster location & pad/enclosure details, site signage, miscellaneous details (light bases, bollards, curbs, etc.), and all other site improvements. Landscaping plans and details as required by code, ordnances, and/or other required regulations. Site grading plans and details with spot grades at all entrances & new building corners. Include datum points for locating/ placing new construction (coordinate with architectural). Storm water management, sediment and erosion control plan & details. Site profiles and sections. Utility plans, details, and profiles indicating locations of all utilities, tie-ins, etc. (power, water, sewer, communication, etc.). Include all details, legends, and schedules as necessary to convey full scope of work. Include key plan, tags, call outs, etc.
- Structural: Structural comments sheet with all code and design basis noting all design parameters, abbreviations, legends, etc. Dimensioned foundation plans with slab notes and details. Dimensioned layout of floor & roof framing plans showing structural components including sizes/ weights. Note all openings, jointing, and edge conditions. Include bearing height of structural elements, finish floor elevations, footing elevations, and location dimensions for all major structural elements/ dimensional tie-ins to architectural plans. Provide sections and details to show all typical and unique foundation and framing conditions. Complete all foundation, column, beam, and lintel schedules and details to convey full scope of work. Include key plan, tags, call outs, etc.
- Architectural Plans: Show all major plan elements (columns, exterior walls, interior partitions, doors/ door swing, windows, stairs, handrail/ guard rails, elevators, interior

frames & openings, casework/ built in items, equipment, etc.), room names and numbers, door and window tags/numbers, partition tags, legends, overall building dimensions, column line dimensions tied to exterior wall dimensions, wall thicknesses, stair & ramp dimensions, dimension all interior partitions and openings, provide continuous string of dimensions, and key notes to covey full scope of work. Life safety plan to show all exists with actual load and capacity (verify that minimum egress requirements are met), show egress paths per code lengths, verify stair/ ramp/ railing requirements per code, verify wall ratings per code, review plan for handicapped access. Reflected Ceilings to be coordinate with MEP and structural. Show grid with lighting, HVAC, ceiling heights, changes in ceiling elevations, note materials, access panels, and all other ceiling mounted items). Roof Plans and details shall be coordinate with MEP and structural. Locate roof drains, gutters, downspouts, overflows, taper insulation, roof slops, major flashing, roof curbs, parapets, ridge lines, valleys, roof ladders, hatches, etc. Indicate R-value, and identify minimum roof insulation at low points. Finish plans to indicate locations and extents of finish materials, material transitions and locations, room names/ numbers, and casework locations. Provide furniture layout to be coordinated with MEP (electrical and data locations to be allow for flexibility in furniture arrangement. Enlarged plans to include kitchen, restrooms, stairs, display areas, etc. Architectural Plans to include all details, legends, and schedules as necessary to convey full scope of work. Include key plan, tags, call outs, etc. Coordinate with Civil, Structural, and MEP.

- Building Elevations: Exterior elevations of all new construction from an orthogonal view (include bump-out returns, elevations above the roof line, dormer faces/sides, etc.), show locations of major equipment, finish grade, windows & doors, finish floor heights, bearing heights, top of wall heights, flashing, gutters, downspouts, trims, and roof pitch. Note all materials & show material extents and transitions. Show interior elevations of complex areas requiring multiple material transitions, space requirements for built-ins, and/or equipment, display areas, and restroom plumbing walls (where heights, arrangements, and finishes need clarification). Dash & label all required clearances. Provide complete notation, call outs, and coordination.
- Sections: Building Sections to show all major building elements that come in contact with the section plane (roofs, exterior walls, foundations, floors, beams, joist, windows, doors, openings, canopies, ceilings, soffits, insulation, finish grade, etc.). Indicate roof slope, and show wall section call outs. Provide minimum of two complete major building sections (one longitudinally & one laterally). Show additional sections as required to convey full scope of work. Show call outs for wall sections were applicable. Provide wall sections for typical conditions, and at all unique conditions (material and construction type transitions, canopy locations, major entrances, etc.). Note all materials and construction, and provide call outs for larger details. Provide larger details for all areas not conveyed at smaller scales. Show material transitions, and terminations. Show flashing, sealant, and other water proofing details. Provide complete notation, call outs, and coordination.
- Doors & Windows: Dimension all doors, door frames, and windows, show elevations and jamb/sill heights, schedule and/ or note all materials/ material types, show swing directions, and coordinate hardware. Show head, jamb, and sill details for all openings. Coordinate with structural, interior finishes, and window treatments (blinds, shades, tints, etc.). Schedule all doors and windows. Door schedule to include: Door number, door size, door material, glass type, door elevation reference, frame material, frame type reference, fire rating, head reference, jamb reference, sill reference, hardware set number (coordinate with specification – hardware specification to include ANSI hardware function.)
- Plumbing: Completed plumbing systems foundation drain lines, storm, and sanitary sewer and vent lines, complete water supply system and location of all plumbing fixtures, including hose cabinets and sewage disposal system. Size all piping including valves, on plan

view. Include riser diagrams and details for all systems. Completed fixture and equipment schedules including makes and models for all systems to adequately show the basis of design. For areas of concentrated equipment, provide enlarged plans for both plan and section views. Indicate the design intent for fire protection system desired, and special equipment (i.e., fire pumps, holding tanks) as necessary and where applicable for the project. Include key plan, legends, tags, call outs, etc.

- Mechanical: HVAC plans showing completed systems with size and type of heating and cooling units. Show all connections, pumps, supply and return lines with sizes, valves and slopes, motors, air-handling equipment, and fans. Including types, locations, sizes and capacity of all ducts, grilles and ventilator. Provide plans showing ductwork, piping, and mechanical devices with sizes. Note sound/vibration attenuation measures. Show locations of fire dampers, balance dampers, access panels, and housekeeping pads sized and located on plans. Show completed equipment schedules including makes, models, fan RPM speed, etc., for all systems. For areas of concentrated equipment, provide enlarged plans and section views. Show all piping sized including valves on plan view. Include riser diagrams and details for all systems. Complete control schematic diagram with terminations which correlate with the sequence of operation in the specification. Consultant to advise Owner of equipment and components that affect the building's aesthetic, and/or is in direct view from an exterior pedestrian perspective. Include key plan, legends, tags, call outs, etc.
- Electrical: Use standard symbols to show all connections; inside and outside, wall, floor, and ceiling. Show locations and size of all conduits, capacity of outlets, network drops, location and details of switch panels, circuit breakers and fusing, location and connections for all bells, alarms, special outlets, etc. Electrical light fixture schedule with makes and models to adequately show the basis of design. Lighting control details and risers. One-line diagrams showing all panel sizes, conduit requirements and wire sizes. Panel schedules for all new, renovated and existing panels. Plans showing locations of all panels, outlets, light fixtures, receptacles, switches, fire alarm devices (if applicable) and equipment, emergency power systems, etc. Show mechanical equipment connection schedule. For areas of concentrated equipment, provide enlarged plans and section views. Coordinate technology with LFUCG. Show detailed rack systems for T/D, video/TV, sound, security, intercom, CCTV and wireless outlet systems. Provide completed equipment schedules including makes and models for all systems. Provide riser diagrams for all systems. Show incoming service connection details, completed site utility service connections and detail, power plan with legend showing locations of main and distribution panel boards and outlets. Provide lighting plan with legend showing location of lighting, controls, exit lighting, and emergency egress lighting. Provide communications plan, hardwired computer outlets, phone outlets, CCTV locations, TV Monitors, etc. Provide completed power, lighting and communication equipment schedules. Include key plan, legends, tags, call outs, etc.

☐ **3D Images/ Samples:**

Provide color 3D images of any proposed new major interior areas. 3D Images may be sketched by hand, exported images from sketch-up, rendered images from Revit, or other prefer program. The intent of the 3D images is to provide an aesthetic understanding of the proposed building elements. Material types, configurations, and overall aesthetic shall be clear and evident. Consultants shall submit sample board of all major materials.

Construction Document Deliverables:
(2) Full hardcopy sets, and (1) digital set of submission items are due at the 98% submission as indicated on the design schedule (Attachment 'C') unless approved otherwise. Consultants are required to present the submission in person at an Owner's review meeting, and keep a record of the meeting minutes along with all Owner comments and action items. The consultant shall distribute the meeting minutes within (3) business days of the Owner review meeting. LFUCG Project Manager will review the submission, and will send in writing, additional review items and comments within (5) business days.

The Consultant shall not proceed with the next phase of work until cost and timeline estimates are aligned with the Owner's budget and timeline, and approved by the Owner. Authorization to commence with the next phase of work will be made in writing from the Owner. Any work performed by the Consultant without this written authorization will be at the Consultant's risk.

The consultant shall incorporate all applicable review comments, and coordinate with the LFUCG Project Manager & LFUCG Division of Procurement for submission of Ready to Advertise (RTA) Construction Documents. Consultants shall submit three full hard copy sets and one digital set of all submission items for the Final Construction Document Submission.

Phase 4: Bid Phase
The Division of Central Purchasing will be responsible for advertising the bid documents. All questions, requests, and correspondence shall be directed to LFUCG Division of Procurement during the Bid Phase. The consultant shall assist Purchasing with clarifications, questions form bidders, and addenda. The Consultant shall be responsible for attending the Pre-Bid Conference, and providing a verbal summary of the scope of work. The Pre-Bid Conference will be conducted by the Division of Procurement. The Bid Opening will also be conducted through the Division of Procurement. After the Bid Opening, the Consultant shall be responsible for reviewing all Bids, and providing a written recommendation to the LFUCG Project Manager.

Bid Phase Deliverables:
(1) Hardcopy and (1) digital written recommendation on company letterhead.

1.3b - STAGE 2: Construction Administration Stage

The Construction Administration Phase of the project shall start after the Bid Phase once the Owner has released the written Notice to Proceed (NTP) to the contractor. Duration of construction administration services will be based on both construction contract time, completion of the original project scope, and Owner's approval of all deliverables. The Consultant shall forward all review items to the LFUCG Project Manager, and provide continuous updates and coordination. The consultant shall inform and coordinate all site visits and construction administration related meetings with the LFUCG Project Manager. The LFUCG Project Manager will be the primary contact for the Owner. All written recommendations and reports throughout the construction phase shall appear on the Consultant's company letterhead. All Owner approvals shall be made in writing.

Phase 1: Construction Administration Phase
Construction Administration shall be provided throughout the Construction Stage in which the consultant shall advocate for the Owner (LFUCG), administer the construction contract, maintain consistent and precise documentation, facilitate the project close out, and provide frequent updates to the LFUCG Project Manager. LFUCG Project Manager shall be included on all correspondence, meeting invites, and shall be informed of all milestones, issues, delays, or contract deviations. Minimum Construction Administration services shall include the following:

☐ **Meetings (Pre-Construction & Progress Meetings):**
Prepare agendas, lead meetings, and distribute meeting minutes. Progress meeting shall be scheduled bi-weekly (every two weeks).

☐ **Reviews:**
Consultant shall review Construction Schedules, Schedule of Values (SOV), Submittals, Samples, Mock-ups, Contractor's Daily Logs, Payment Applications, Proposals, Change Order Documentation, RFIs, O&M Manuals, Closeout Documents, and all other correspondence. All Owner approvals shall be made in writing.

☐ **Logs:**
Maintain Submittal Logs, RFI Log, ASI, Log, Proposal Log, Change Order Log, etc. At a minimum, all logs shall contain numbered items, item names, relevant dates, item summary, item action, and current status.

☐ **Correspondence/ Reports:**
Consultants shall document and keep a record of all project correspondence.
Clarifications to the construction documents initiated by the Contractor shall be though a Request for Information (RFI). Clarifications initiated by the consultant shall be through Architectural Supplemental Instructions (ASI). Clarifications made by RFI or ASI shall not change the contract time, or the contract amount. Field Observations shall be made at each Progress Meeting, and Field Observation Reports shall be provided with Progress Meeting Minutes. Work Changes Proposal Request (WCPR) will be used for proposal request with Owner Approval. Written Recommendations from the consultant shall be required for all proposed Change Orders. The consultant shall consistently update the Owner, and inform the Owner of any deviations from the construction documents, potential time delays, or construction issues.

☐ **Inspections:**
Consultant shall inspect the full scope of work to determine Substantial Completion. The consultant shall conduct a second inspection of the full scope of work to determine Final Completion after all Punch List items have been corrected. Consultants shall provide both a Punch List, and a Back-Punch List containing completion dates for each punch-item. A Certificate of Substantial Completion shall be issued to both the Owner and Contractor.

☐ **Supplemental Drawings:**
Supplemental drawings shall be required to clearly communicate the full scope of work when necessary, when not already shown in the construction documents, or when additional clarification is needed. Supplemental Drawings may be required for clarifications, RFI, ASI, WCPR, Change Orders, etc.

☐ **Record Drawings:**
Consultant shall collect the Contractor's marked-up drawings (As-Built Drawings), and digitally update the construction documents for Record Documents to be submitted to the Owner in both hardcopy and digital format.

☐ **Close Out:**
Consultant shall generate a Project Closeout Checklist containing all close out items as listed in the Contract Documents. This Checklist shall include dates for the following items: Issue of Certificate of Substantial Completion, List of Completed Inspections, Completion of Punch List Items, Final Release of Liens, Consent of Surety, Completed O&M Manuals, Completed Record Drawings,

Completion of Back-Punch List, Review of Final Payment Application, Verification of Stock Items Transferred to Owner, and Confirmation of all Deliverables competed and submitted to the Owner.

Construction Administration Deliverables:

I. Consultant shall provide Progress Meeting Agenda, Submittal Log, RFI Log, ASI Log, Log of Proposals, and Change Order Log in digital format sent (1) day prior to each progress meeting, and shall provide hardcopy prints at each progress meeting for attendees at the meeting.
II. Consultant shall submit (1) digital copy of Progress Meeting Minutes, and Field Observation Report within (5) business days after each Progress Meeting.
III. Consultant shall submit (1) digital copy of Change Order Recommendation within (5) business days after receiving contractor's proposal and back-up documentation.
IV. Consultant shall submit (3) hardcopies, and (1) digital copy of the Certificate of Substantial Completion.
V. Consultant shall submit (1) digital copy of the Punch List within (5) business days after the walk-through to determine Substantial Completion.
VI. Consultant shall submit (1) digital copy of the Back-Punch List within (5) business days after the walk-through to determine Final Completion.
VII. Consultant shall submit the Contractor's Original "As Build" Drawings to the Owner, and the following digital copies of the Record Documents: PDF file of all Drawings, PDF File of the Project Manual, CAD files of all drawings, DOCX files of the Project Manual.
VIII. Consultant shall submit (1) digital copy of the completed Project Closeout List within (5) days after Final Completion.

Phase 2: One Year Workmanship Warranty Period - Coordination Assistance

☐ **Warranty Coordination**
Owner assistance, and coordination with the Contractor for correction of warranty items throughout the Contractor's One Year Workmanship Warranty Period.

☐ **11- Month Walk-Through**
Consultant shall coordinate an 11-Month Walk-Through onsite with the Consultant, Owner, and Contractor. A list of warranty items to be corrected shall be submitted to all parties. The consultant shall follow-up with the completion of identified warranty items, and resubmit the list of warranty items to the Owner with completion dates.

One Year Workmanship Warranty Period Deliverables:

I. Consultant shall submit (1) digital copy of the 11 Month Walk-Through List of Warranty Items within (5) business days of the 11 Month Walk Through.
II. Consultant shall submit (1) digital copy of the 11 Month Walk-Through List of Warranty Items with dates of correction for each item.

1.4 - SELECTION PROCESS

All responses to this RFP/Q meeting the submittal requirements will be evaluated by a review committee. Written proposals will be reviewed and ranked by the review committee and ranked in accordance with the rating criteria reflected in this RFP/Q.

All costs associated with the preparation and responses, including presentation materials for interviews and site visits, if conducted, related to this RFP/Q shall be borne solely by the consultant and at no cost to LFUCG.

SCORING CRITERIA

	Total Points
Professional qualifications and experience of the team with architectural and engineering services throughout the design and construction phases.	20
Demonstrated understanding of the project requirements. Including past experience with similar projects and building systems.	25
Capacity of the team to perform the work within the time limitations. Illustrated by the current volume of work in progress.	15
Past record and performance on contracts with the LFUCG, other governmental agencies, and private industry with respect to such factors as cost control, quality of work, and ability to meet schedule requirements.	5
Degree of local employment to be provided by the person or frim in the performance of the contract by the person or firm.	5
Fees	30
Final Technical Score	**100**

COMPENSATION

Refer to the Sample Contract (**Attachment B)** for complete compensation description.

ATTACHMENT: A

FORM OF PROPOSAL

Design Services for the Dunbar Community Center – Maintenance & Improvements Project

Request for Proposal # 16-2024

Form of Proposal

Consultant:_____

Address: _____

1. **General:**
   a. The undersigned Consultant, having read and examined the specifications and associated documents for the above designated work, affirms agreement to complete all work in accordance with the contract documents.
   b. The selected Successful Consultant (SC) shall verify all mentioned requirements in these contract documents. The SC shall confirm in writing any discrepancies found within one week of being informed of successful proposal.
   c. The undersigned agrees that this proposal constitutes a firm offer to the LFUCG which cannot be withdrawn for one hundred twenty (120) calendar days from and after the stated closing time, or until a contract is fully executed by the LFUCG and a third party, whichever occurs earlier.
   d. The Consultant shall include Technical Information as required herein.
2. **Submittal Requirements:** Interested firms are encouraged to submit their qualifications, which will include the information below. Failure to comply with this requirement may lead in disqualification of the Consultant's proposal:
   a. Signed cover letter stating interest in the project. The cover letter should indicate the proposer's willingness to enter into an agreement with the LFUCG (see Sample Contract **Attachment B**). An officer of the company who has authority to commit their firm to the proposed project must sign the letter.
   b. Additional company information to be provided shall include company history, key management members, major accomplishments, inter-company or third party alliances or partnerships, and any major pending litigation and facts of the case(s).
   c. Narrative on how customer satisfaction is tracked.
   d. Copies of written continuing education/professional training program and quality control/quality assurance program.
   e. Provide the current number of employees and employee types.
   f. Statement of general firm qualifications and capacity that should include firm location, where the work will be performed, and the firm's background and demonstrated ability to perform the required services for this project.
   g. Project Team list including sub consultants indicating key professionals that will be specifically assigned to work on each discipline and phase of the project. Identify project manager. Detailed resumes for the key professionals and project manager should be included with the proposal. Describe team members' educational background, related experience, experience in providing like services to governmental entities, and individual references within such entities. Describe how the team has worked together on similar projects in the past.

h. Summary of firm's recent (5 year) experience in similar/representative projects including
   i. Physical project size
   ii. Estimated and Actual Cost of the resulting construction and/or renovation work
   iii. Identification of any involved sub-consultants and/or joint-venture partners

i. Conflict of Interest Statement clearly stating the proposer has no conflicts of interest in providing professional services on the project.

j. A narrative of design approach, preliminary design concepts, approach to project inclusive of proposed work scope, and related considerations.

k. Ability to meet required deadlines (See Project Schedule **Attachment C**). Demonstrate integration of this project into the firm's present workload through current and projected staff workload data.

l. References: names and contact information of previous clients on similar projects within the past five (5) years with a description of the type of project completed on schedule and on budget. A minimum of three references is required.

3. **Proposal Format**: Proposals are limited to 20 single-sided pages not including the required LFUCG documents as outlined in the RFP. Proposals in excess of these requirements may not be considered. The twenty (20) page limitation includes any written, photographic or graphic material contained in the body of the statement and any appendices. The limitation does not include:
   i. The cover (although narrative on the reverse side of the front cover or front of the back cover will be counted)
   ii. A title page
   iii. A table of contents and/or index; or blank tab pages

4. Respondents are responsible for all costs associated with the preparation of materials in response to this RFP. The LFUCG assumes no responsibility for such costs. The LFUCG reserves the right to waive any formality in the submitted statements of qualifications, to reject any and all statements of qualifications or to re-advertise for additional statements of qualifications.

5. **Work Plan:** Consultant shall provide a plan to complete the work described herein in submitted proposal within the submittal limit. Included in work plan shall be:

   a. A checklist of what specific deliverables will be provided at each design phase and/or milestone and the team member that will provide the deliverable.

   b. A specific budget and schedule (See Project Schedule **Attachment C)** to complete services described herein.

   c. An explanation of the communication/documentation and collaboration plan.

   d. An explanation of the approach that will be used to assure quality and well-coordinated documents between all disciplines through the design process.

   e. An explanation of the team Quality Control Program throughout all phases of design, and through construction administration.

6. **Lump Sum Pricing:**

   a. All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job.)

   b. Provide Firm Lump Sum Cost for providing the LFUCG with services as noted in these specifications.

Design Stage (Total Services Below) $_____

Schematic Design Phase: $_____
(percentage of total services) _____%

Design Development Phase: $_____
(percentage of total services) _____%

Construction Documents Phase: $_____
(percentage of total services) _____%

Bid Phase: $_____
(percentage of total services) _____%

Construction Administration Stage $_____

(percentage of total services) _____%

Total Architectural/ Engineering Services $_____

7. **Payment for Additional Services:** Additional Services, as permitted under Section 2 of the Contract, shall be compensated at the unit rates listed below. The LFUCG reserves the right to increase or decrease frequencies of unit cost. If Additional Services are requested, the base contract may be increased or decreased on the basis of the unit rates. No price adjustments will be made unless mutually agreed to in advance through the Change Order process to the contract. All Unit Pricing Hourly Rates shall include all direct labor, any supervision required, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacations, etc.) disposal fees, tool allowance, equipment, materials, profit, and all other costs used on the job.

Title/Skill Level	Hourly Rate
_____	_____$/HR
_____	_____$/HR
_____	_____$/HR
_____	_____$/HR
_____	_____$/HR
_____	_____$/HR
_____	_____$/HR
_____	_____$/HR

a. Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The Consultant markup over the invoiced price shall be zero percent (0%).

b. Approved reimbursable expenses will be based on actual costs and shall be mutually agreed to in advance through the Change Order process to the contract.

Signature	**Name**
Title	**Date**

ATTACHMENT: B

CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2024, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and _____ (**CONSULTANT**). **OWNER** intends to proceed with architectural/engineering design services as described in the attached Request for Proposal document. The services are to include the preparation of Schematic Design Documents through Construction Documents, Bidding, and Construction Administration for the construction of the **Dunbar Community Center – Maintenance & Improvements Project** as contemplated in the **OWNER**'s Request for Proposal No. #16-2024. The services are hereinafter referred to as the Project.

OWNER and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional architectural/engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT was selected by **OWNER** based upon its response to the Request for Proposal No. #46-2022.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the Project described herein, serve as **OWNER'S** professional architectural and engineering representative for the Project as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

CONSULTANT shall perform professional services as hereinafter stated, which include customary architectural and engineering incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 16-2024. (**Exhibit "A"**), and Consultant's Response dated _____ (**Exhibit "B"**). To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 16-2024. (**Exhibit "A"**).

After written authorization to proceed with the Evaluation and Recommendation Phase, **CONSULTANT** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.
2. On the basis of the "Selection Criteria" in the "Request for Proposal", attached in **Exhibit "A"**, conduct field surveys and gather other necessary data or information, prepare an evaluation and recommendation document consisting of design options and cost estimates as well as all required deliverables listed in the Request for Proposal. See **Exhibit "A"** for complete listing of all deliverables.

This Agreement (consisting of pages 1 to __ inclusive), together with the Exhibits and schedules identified above, constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Condition provisions of RFP No. 16-2024 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT

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

2.2. All "Additional Services" are subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

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

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

3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.

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

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

3.6. Furnish or direct **CONSULTANT** to provide necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

4.1. See **Exhibit "A"** for the project timeline/schedule.

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

If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 14 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within two (2) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.

Lump Sum Pricing

In consideration of the architectural and engineering services described in this Loan Agreement and its exhibits, **OWNER** shall pay **CONSULTANT** the sum below stated, which sum shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job. The negotiated cost of services is represented in the Form of Proposal, and is summarized as follows:

Design Stage (Total Services Below)	$_____
Schematic Design Phase: (percentage of total services)	$_____ _____%
Design Development Phase: (percentage of total services)	$_____ _____%
Construction Documents Phase: (percentage of total services)	$_____ _____%
Bid Phase: (percentage of total services)	$_____ _____%
Construction Administration Stage	$_____
(percentage of total services)	_____%
Total Architectural/ Engineering Services	$_____

5.1.2. For Additional Services

"Additional Services" shall be paid for by the **OWNER** on the basis of the unit pricing below. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon payment for "Additional Services", the amount of such payment shall be determined as set forth in Section 6.5, "DISPUTES" of this Agreement.

Unit Pricing

If Additional Services are requested, the base contract may be increased and/or decreased on the basis of these proposed unit rates. No price adjustments will be made, unless mutually agreed to in advance through the Change Order process to the contract, or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice).

All Unit Pricing Hourly Rates shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job.

Title/Skill Level	Hourly Rate
Principal Architect	_____ $/HR
Project Architect_	_____ $/HR
Project Manager__	_____ $/HR
Project Associate_	_____ $/HR
_____	_____ $/HR
_____	_____ $/HR

Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The **CONSULTANT** markup over the invoiced price shall be __0_____%

5.2. Times of Payment.

5.2.1. For any month in which the **CONSULTANT** provides services in connection with this Agreement, the **CONSULTANT** shall submit to the **OWNER** a written statement reasonably identifying the percentage of each task, listed in Section 5.1.1., above, as may be amended by the parties from time to time, that has been completed to date, the total amount to be billed for each task, the amount previously billed for each task, and the total amount due and owing for each task at the time the statement is issued. Within thirty (30) days of the **OWNER's** receipt of such statement, the **OWNER** shall pay to the **CONSULTANT** all amounts due and owing as indicated thereon, unless the **OWNER** has in good faith contested the same.

5.3. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work

provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, provided the non-terminating party fails to cure such default within ten (10) days of receiving notice of such default.

6.1.2. The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon seven (7) days written notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents.

All documents, including hardcopies and original digital format, including but not limited to Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations.

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

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

shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including **CONSULTANTS**, and shall save, defend, and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues. Any action arising from or in relation to this Agreement shall be brought in Fayette County, Kentucky.

6.4. Successors and Assigns.

6.4.1. **CONSULTANT** binds itself and its partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER.**

6.4.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

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

6.5. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **CONSULTANT** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **CONSULTANT**, shall be submitted to the Commissioner of the Department of General Services, Lexington-Fayette Urban County Government, for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of CONSULTANT'S Work.

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional architects

and engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **CONSULTANT**, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

6.7. Security Clause.

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

6.8. Access to Records.

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

6.9. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 16-2024 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 **CONSULTANT** agrees as follows:

7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training,

including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

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

SECTION 8 - SPECIAL PROVISIONS

8.1. This Agreement is subject to the following provisions.

8.1.2. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned the appropriate Lexington-Fayette Urban County Government employee (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or their designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or their designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or their designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

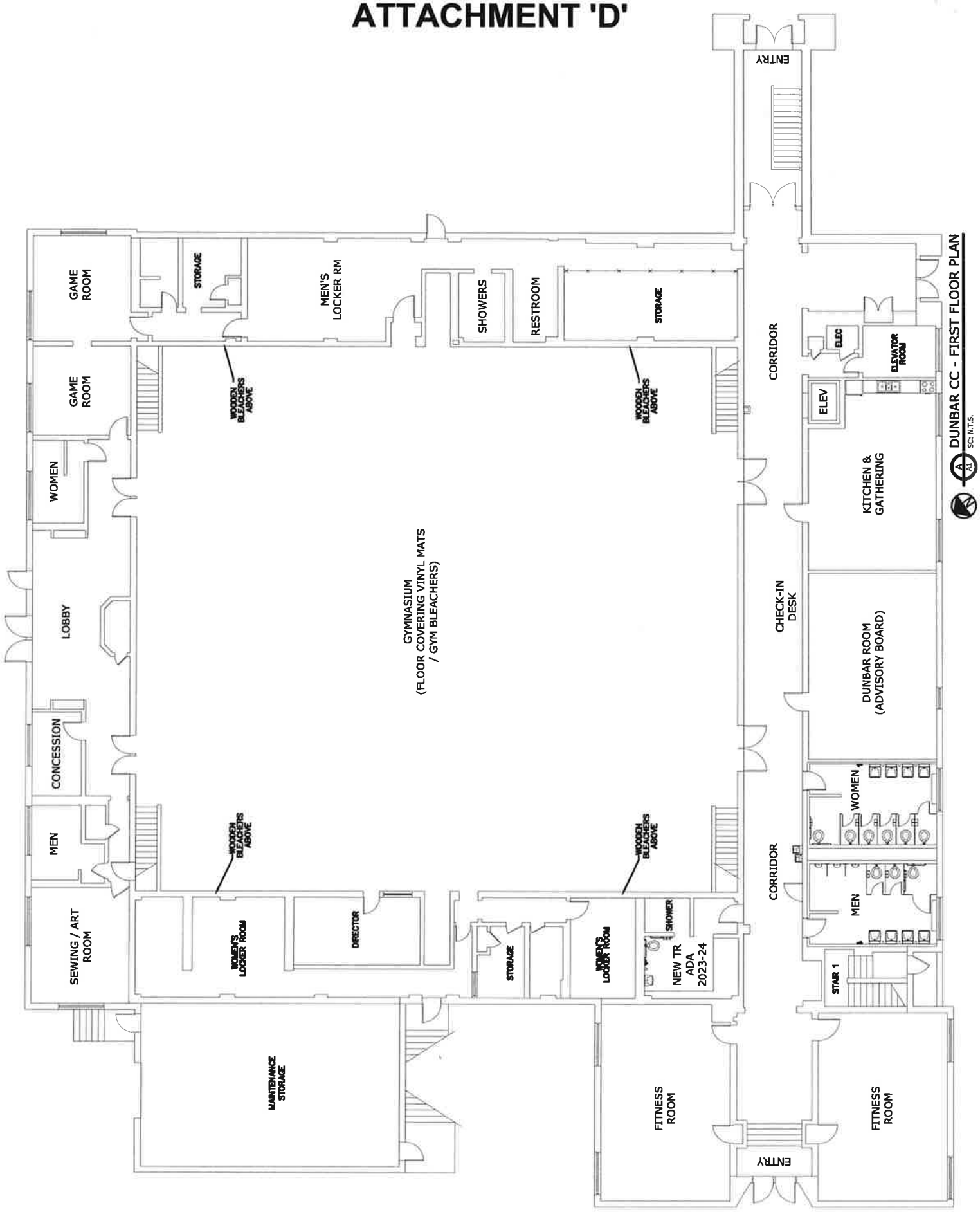
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:	**CONSULTANT:**
_____	_____
_____	_____
_____	_____

Attachment: C
PROJECT SCHEDULE
Dunbar Community Center - Improvements Project

Task	Duration		Start	Finish
Pre-RFP Scope Review Kick-Off Meeting	1	Day	2/8/2024	2/8/2024
Design Consultant RFP	**81**	**Days**	**2/12/2024**	**5/3/2024**
RFP Development	14	Days	2/12/2024	3/4/2024
Advertise RFP	28	Days	3/6/2024	4/3/2024
RFP - Responses Due	**1**	**Day**	**4/3/2024**	**4/3/2024**
RFP Evaluation and A/E Recommendation	8	Days	4/4/2024	4/12/2024
Approved in Legistar Date	**1**	**Days**	**4/15/2024**	**4/15/2024**
Council WS	1	Day	4/23/2024	4/23/2024
Council 1st Reading (DOUBLE READING)	1	Day	4/25/2024	4/25/2024
N.T.P. & P.O.	7	Days	4/26/2024	5/3/2024
Design Phase	**129**	**Days**	**5/13/2024**	**9/19/2024**
Documentation & Schematic Design Phase	29	Days	5/13/2024	6/11/2024
Schematic Design Due	**1**	**Days**	**6/12/2024**	**6/12/2024**
Owner Review & Comments	5	Days	6/13/2024	6/18/2024
Schematic Design Final Deliverables Due	1	Days	6/19/2024	6/19/2024
Design Development Phase	29	Days	6/24/2024	7/23/2024
Design Development Due	**1**	**Days**	**7/24/2024**	**7/24/2024**
Owner Review & Comments	5	Days	7/25/2024	7/30/2024
Final Design Development Deliverables Due	1	Days	7/31/2024	7/31/2024
Construction Document Phase	29	Days	8/5/2024	9/3/2024
Construction Document 98% Submission	**1**	**Day**	**9/4/2024**	**9/4/2024**
Owner Review & Comments	5	Days	9/5/2024	9/10/2024
Owner's Construction Documents' Comments Incorporated	7	Days	9/11/2024	9/18/2024
100% Construction Documents Ready to Advertise Submission	**1**	**Day**	**9/19/2024**	**9/19/2024**
Advertisement & Award	**75**	**Days**	**9/20/2024**	**12/4/2024**
Compile Bid Documents	1	Day	9/20/2024	9/20/2024
Advertise for Bids	30	Days	9/23/2024	10/23/2024
Pre-Bid Meeting	1	Day	9/30/2024	9/30/2024
Bids Due	**1**	**Day**	**10/23/2024**	**10/23/2024**
Bid Review & Selection	14	Days	10/23/2024	11/6/2024
Approved in Legistar Date	**1**	**Day**	**11/8/2024**	**11/8/2024**
Council WS	1	Day	11/19/2024	11/19/2024
Council 1st Reading (DOUBLE READING)	1	Day	11/21/2024	11/21/2024
Construction Contract Execution/ P.O. (Anticipated)	12	Days	11/22/2024	12/4/2024
Anticipated Construction	**289**	**Days**	**12/16/2024**	**10/1/2025**
Pre-Construction Meeting (N.T.P.)	1	Day	12/16/2024	12/16/2024
Construction	275	Days	12/16/2024	9/17/2025
Substantial Completion	**1**	**Day**	**9/17/2025**	**9/17/2025**
Close Out	14	Days	9/17/2025	10/1/2025
Final Completion	**1**	**Day**	**10/1/2025**	**10/1/2025**

ATTACHMENT 'D'





DUNBAR COMMUNITY CENTER RENOVATION

REQUEST FOR PROPOSAL FOR ARCHITECTURAL SELECTION

MAINTENANCE AND IMPROVEMENTS PROJECT

RFP # 16-2024

APRIL 3, 2024

1584 Delaware Ave.
Lexington, KY 40505

859.838.1130
www.nomi.design

NOMI Design
ARCHITECTURE + FABRICATION

APRIL 1ST, 2024

NOMI Design
ARCHITECTURE + FABRICATION

DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET, 3RD FLOOR
LEXINGTON, KY 40507

LETTER OF INTEREST

RE: RFP #16-2024 DESIGN SERVICES FOR DUNBAR COMMUNITY CENTER MAINTENANCE AND IMPROVEMENTS PROJECTS

Selection Committee Members,

We are excited to submit our proposal to consult with you on the renovation of the Dunbar Community Center. NOMI has the breadth of design experience in public projects as well as a unique approach to creative problem-solving that will make us a valuable part of your team as you evaluate and reimagine your existing property.

1. SPECIALIZED EXPERIENCE AND TECHNICAL COMPETENCE (20%)
The NOMI team has over two decades of experience working on public projects. Our company began in 1989 under the name Lucas/Schwering Architects. Since then we have worked with over 50 K-12 and library districts.

Most recently we have completed selective renovations at Campbellsville Independent Middle School and Campbellsville Independent Elementary School and a total renovation of the International Book Project's headquarters. In early 2019 Marion County Public Library (MCPL) will open after a total renovation and addition. MCPL includes many community-oriented functions such as meeting spaces, program rooms, and maker spaces.

2. PROJECT MANAGER FIRM'S CURRENT CAPACITY AND ABILITY (15%)
Your project manager will be Matthew Brooks AIA, Principal of NOMI. A graduate of the University of Kentucky School of Architecture, Matthew has over 25 years of experience in the design and construction industry. His work with Nomi over the last 7 years has focused primarily on educational library and historic renovation and large scale industrial.

Matthew has successfully completed projects that vary in scale from under one million dollars to 30 million dollars.

Though NOMI has had a busy year in 2023, we are currently seeking new work for 2024 and are excited at the possibility of working with LFUCG on a public project that serves our community. We are a medium-size firm with the proven ability to successfully complete projects over 30 million dollars but the bulk of our work is in the five to ten million dollar range. We are therefore confident we have the experience and resources to deliver this project.

3. PAST RECORD AND PERFORMANCE (5%)

Our track record demonstrates you can count on us to deliver a high-quality design on time with an accurate opinion of cost. And our extremely low percentage of errors and omissions means your are less likely to incur unexpected costs during construction.

Comparisons of our cost opinions before bidding with the bid amounts and final construction costs reveal we have knack not only for designing to your budget but also for producing clear and correct documents that allow contractors to bid accurately.

For more information regarding the schedule and budget of relevant projects, please refer to the sections titled "How We Do It" and "Track Record" in our attached firm profile.

4. FAMILIARITY WITH DETAILS OF THE PROJECT (25%)

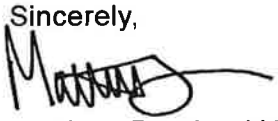
NOMI Design is headquartered in Lexington, KY just off of Winchester Road about two miles from the project site. Three of our team live in the neighborhood of the community center and have personal knowledge and interest in the well-being of the neighborhood. NOMI + KFI sucessfully completed Phase 1 of the project and is well versed with the scope, team, and existing space

5. DEGREE OF LOCAL EMPLOYMENT (5%)

NOMI and the consultants included in this proposal have offices based in Lexington where 100% of the work for this project will take place.

Thank you for considering NOMI to consult with you on your upcoming project. We invite you to read more about who we are, what we do, and how we do it in the attached firm profile. We look forward to speaking with you soon in more detail.

Sincerely,



Matthew Brooks, AIA
Owner, Principal Architect



Left: Providence Montessori Lower School Flex-space renovation with custom fabrication by Nomi

Opposite: The Plantory at the BreadBox. Designed and built by Nomi

OUR EXPERIENCE WITH NOMI WAS A POSITIVE ONE AND I WOULD RECOMMEND THEM TO ANYONE CONTEMPLATING A PROJECT, ESPECIALLY IF THAT PROJECT REQUIRED INNOVATIVE, ARTISTIC OR INTERACTIVE ELEMENTS INVOLVING PUBLIC VENUES.

JIM AKERS, C.O.O.
BLUEGRASS
STOCKYARDS

CLIENT REFERENCES

Jim Akers, COO
Bluegrass Stockyards
Lexington, KY
(859) 255-7701

Lisa Fryman, Executive Director
International Book Project
(859) 254-6771

CONTRACTOR REFERENCES

David Jackson, President
Hacker Brothers Construction Corporation
London, KY
(606) 877-2029

Doug Wilburn, President
D.W. Wilburn Construction
Lexington, KY
(859) 263-2720

John Plomin, President
Davis & Plomin Mechanical
Lexington, KY
(859) 253-3792

David Millam
Trace Creek Construction
Vanceburg, KY
(606) 796-3867

Kenny Davis
Codell Construction
Winchester, KY
(859) 744-2222

Dan Graves, President
Graves + Graves, LLC
Lexington, KY
(859) 621-3918

FINANCIAL REFERENCES

Donna Smith, CPA
SKW
Lexington, KY
(859) 721-1821

Matt White
Peoples Exchange Bank
Lexington, KY
(859) 269-0235



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- BRAD NOE, NOMI PROJECT ARCHITECT
- WILLIAM P. WILSON, KFI
- ROBERT PASS AND ASSOCIATIES, COST CONSULTANT

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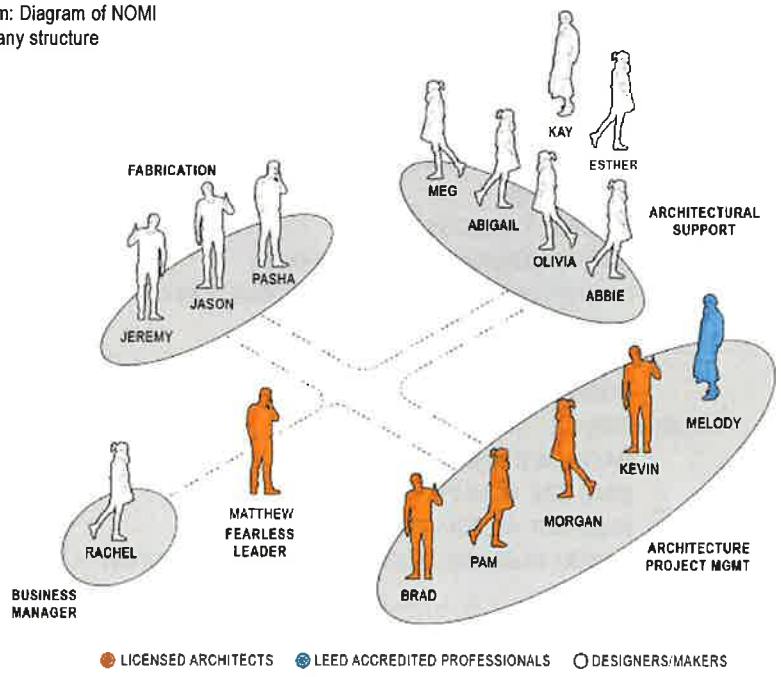
WHO WE ARE

AWARD-WINNING, NATIONALLY RECOGNIZED DESIGN FIRM
BASED IN CENTRAL KENTUCKY



Top: ARCHITECT Magazine article featuring Nomi Design as "Kentucky Innovators" in their Next Progressives column.

Bottom: Diagram of NOMI company structure



Holding licenses in Kentucky, Indiana, Tennessee and New York we practice locally, regionally and nationally.

THEIR OFFICE(S) ARE LIKE BIG THINK TANKS FULL OF PEOPLE YOU CAN SEE GENUINELY LOVE THEIR WORK...

AMY MORGESON
DIRECTOR
MARION CO. LIBRARY

Originally founded in 1989 as Lucas Schwering Architects, our company re-branded as Nomi in 2015. Since then we have won two **design awards** from the American Institute of Architects (AIA) Kentucky Chapter and have been **featured in ARCHITECT Magazine**, the premier trade journal for the design and construction industry in the country.

WHAT WE DO

ARCHITECTURE
NEW-BUILDING DESIGN
ADDITIONS
RENOVATION
ADAPTIVE-REUSE
HISTORIC PRESERVATION
INTERIOR DESIGN
FACILITY SURVEYS
VISIONING
STRATEGIC PLANNING
PROGRAMMING
CODE EVALUATION
FEASIBILITY STUDIES
BRANDED ENVIRONMENTS
GRAPHIC DESIGN
CUSTOM FABRICATION

VARIETY IS THE SPICE OF LIFE
We work successfully on multiple project types of varying scope and scale. This diversity is a cornerstone of our practice; it means we must remain nimble and continue to learn, research and develop. The experience we gain from one type of project often affects others in unexpected and exciting ways. Sharing of knowledge allows us to develop truly innovative solutions for our clients.

DESIGN THINKING
Design projects can seem overwhelming. They are huge puzzles filled with moving pieces. Time, space, light, gravity, structure, electricity, function, comfort, cost, legality, psychology, communication, health and safety all come into play and are all equally important components of a successful project.

That's where we come in. Our training and nature as architects and designers enables us to simultaneously envision all of these elements coming together in different ways, creating multiple outcomes. This unique skill set is our most valuable asset. It is our job to not only predict all of these scenarios but to critique and evaluate them, guiding you toward the best possible solution for your needs.

PEOPLE-FIRST APPROACH
It's not about us. It's about you.

Throughout the process our focus remains on you and the people who will ultimately be using the building or product we are designing. Our job is to be your advocate, guiding you through the design and construction process and delivering a completed project that will help your organization be successful in meeting its goals. For us the health, safety and experience of the user is paramount. It is not enough for our projects to be functional and comfortable, they must also inspire the people who use them.

SMART DESIGN
Our unique approach to design is collaborative, creative and human-centric.





AIA Kentucky

AWARDING-WINNING PROJECTS

2016 AIA KY HONOR AWARD
CALOSPA REJUVENATION CENTER

2017 AIA KY MERIT AWARD
LUIGART MAKER SPACES

HOW WE DO IT

COLLABORATION, CONTINUITY & COMMUNICATION

COLLABORATION

As a mid-size firm we wear many hats. Our office is an open, collaborative space that encourages the cross-pollination of ideas between project team members and project typologies. Every member of our firm will, at some point, provide input on your project and vet the design. **When you work with Nomi, you receive the sum of our collective experience, talent and creativity.**

CONTINUITY

Though many Nomies will participate, **the manager assigned to your project at the beginning will be with you through the end of construction.** As part of our commitment to you, this continuity of ownership ensures your vision is realized in the completed project.

COMMUNICATION

We specialize in creativity and out-of-the-box thinking but on any given day you will also find us *taking care of business.* **We believe in clear, straight forward communication and transparency.**

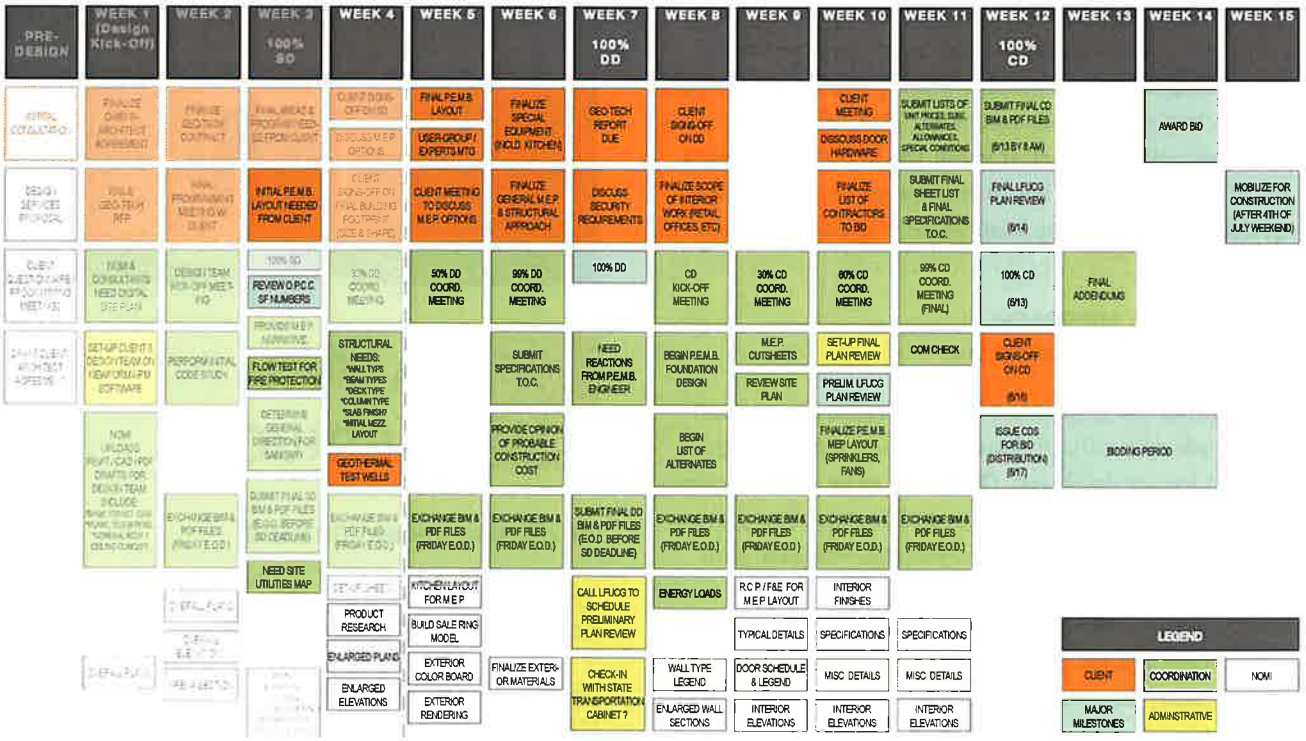
THEY INVESTED THE TIME UP FRONT TO LISTEN AND LEARN ABOUT OUR NEEDS AND CHALLENGES...

- JIM AKERS
COO, BLUEGRASS STOCKYARDS

Early in the process we map out a work plan (aka time line) of all project milestones and action items. We share this living document with you through cloud-based services so you can track the entire design process from beginning to end.

Bottom: Example of a typical project work plan

TYPICAL PROJECT WORK PLAN



TRACK RECORD

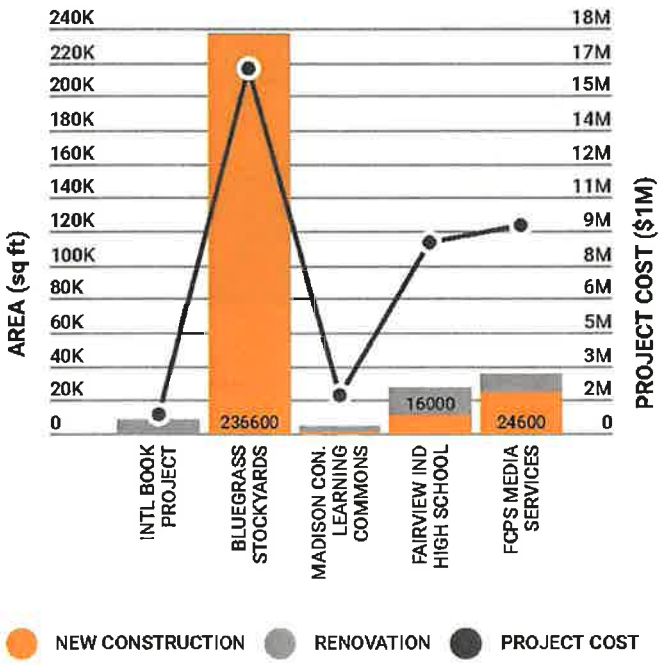
HIGH QUALITY DESIGN ON BUDGET & ON SCHEDULE

What does this all mean for you? According to our track record it means **you can count on us to deliver a high-quality design on time with an accurate opinion of cost.** And our extremely low percentage of errors and omissions means your are less likely to incur unexpected costs during construction.

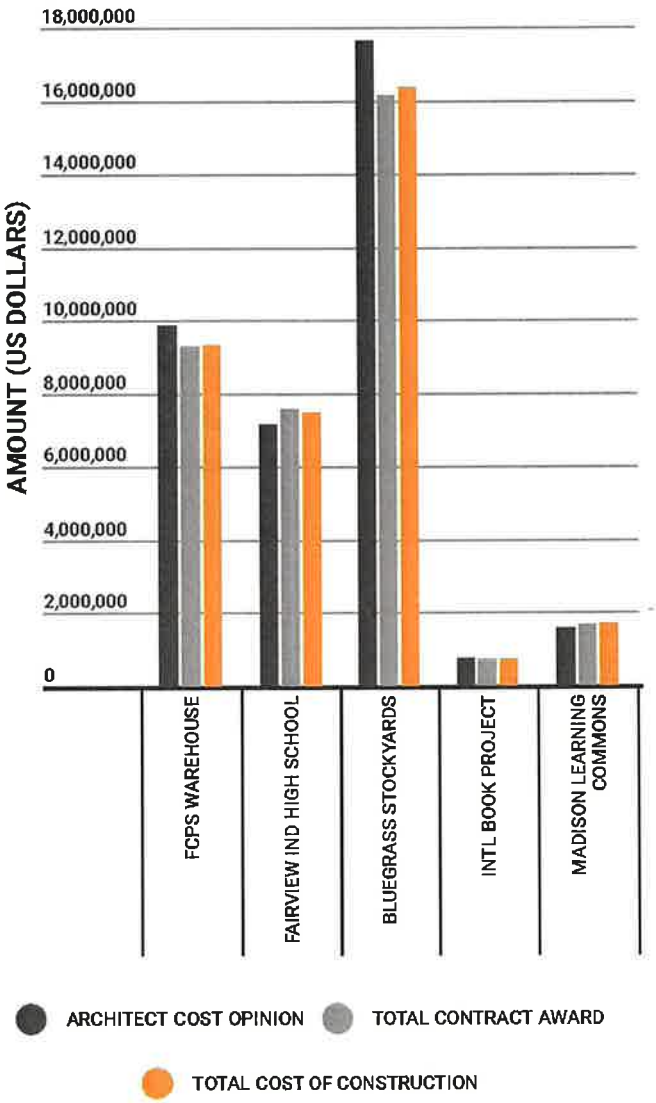
ABILITY TO COMPLETE

Comparisons of our cost opinions before bidding with the bid amounts and final construction costs reveal we have knack not only for designing to your budget but also for producing clear and correct documents that allow contractors to bid accurately.

COST TO AREA RELATIONSHIP OF RECENT PROJECTS



COMPARISON OF COST OPINION, BID AMOUNT AND FINAL CONSTRUCTION COST



VARIETY

We operate successfully at many different scales and types of projects. The chart below demonstrates the wide range of project sizes and costs we have completed recently. Perhaps even more important is the diverse ratios of cost to area (or dollars per square foot). **Nomi has a proven record of collaborating with our clients and using creative problem solving to help them accomplish their goals within their budget.** We are committed to finding the best design solution for you.



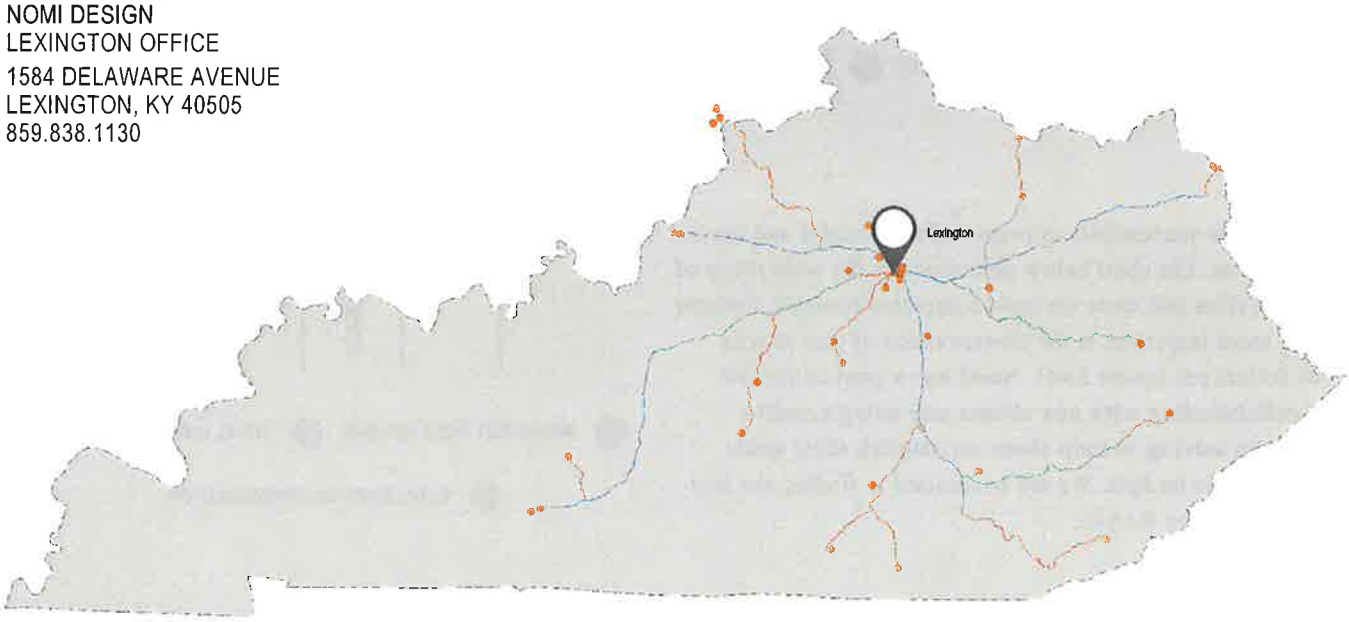
WORKPLACE

Top: NOMI's Louisville office, designed and fabricated in-house

Bottom: Map of Kentucky with locations of Nomi offices and recent projects

ADDRESS OF THE OFFICE WHERE THE PRINCIPAL AMOUNT OF THIS PROJECT WILL BE PERFORMED

NOMI DESIGN
LEXINGTON OFFICE
1584 DELAWARE AVENUE
LEXINGTON, KY 40505
859.838.1130



MINORITY PARTICIPATION

DEMONSTRATE A FULL GOOD FAITH EFFORT TO IDENTIFY AND INCORPORATE MINORITY BUSINESS ENTERPRISES (MBE) FIRMS AS PART OF THE DESIGN TEAM

NOMI is an inclusive, diverse company and we make a conscious effort to seek out minority business partners. We build relationships with minority-owned businesses in the design and construction industry as well as in our local communities. We keep our contacts up-to-date with public and private bid opportunities, participate in mentoring programs that encourage diversity in architecture and design, and donate time each year toward a number of local organizations that support minority populations.

NOMI is proud to have a racially and ethnically diverse team with 50% of our leadership positions held by women.



RELEVANT PROJECTS

PROJECT TYPOLOGY

	COST OPINION (OR) CONSTRUCTION COST RANGE	PROJECT AREA	YEAR COMPLETED	NEW CONSTRUCTION	ADDITION	RENOVATION	ADAPTIVE-REUSE	HISTORIC PRES.
MADISON CONSOLODATED SCHOOL RENOVATION	$4,450,000	8,000 +/-	TBD		●	●		
NEW LOUISVILLE BREWERY FEASIBILITY	TBD	TBD	TBD			●	●	
STOBER DRIVES	$750K - $1M	3,760	TBD			●		
LFUCG RECYCLING CENTER	$2,000,000	ENVELOPE	TBD			●		
SECOND CHANCE CLINIC	$750K - $1M	15,372	2018			●		
SCC MEECE HALL AUDITORIUM	$523,940	3,494	2018			●		
LIVING WATER CHURCH	$750K - $1M	5,507	TBD		●	●		
ATHENIAN GRILL - DOWNTOWN	$100K - $200K	3,000	2018			●		
RAINMAKER HOSPITALITY HEADQUARTERS	$750K - $1M	5,000	TBD	●				
INTERNATIONAL BOOK PROJECT HEADQUARTERS	$750K - $1M	7,500	2018			●	●	●
WARREN COUNTY LIBRARY - KIRBY BRANCH	$1,264,865		2018		●	●		
MARION COUNTY LIBRARY	$3,299,573	16,800	2018		●	●		
BLUEGRASS STOCKYARDS	$25M - $30M	236,650	2017	●				
MADISON CONSOLODATED SCHOOL RENOVATION	$1,946,427	8,280	2017		●	●		
PROVIDENCE MONTESSORI ELEMENTARY	< $100K	2,353	2015			●		
CAMPBELLSVILLE INDEPENDENT	$8,166,228	11,747	2017		●	●		
ATHENIAN GRILL - LOCUST HILL	$100K - $200K	3,000	2015			●		
PALADIN ENGINEERING	$100K - $200K	5,584	2014			●		
PROVIDENCE MONTESSORI MIDDLE SCHOOL	$250K - $500K	6,800	2014			●	●	●
LUIGART MAKERSPACES	$100K - $200K	800 EACH	2017	●		●	●	
PASTA GARAGE ITALIAN CAFÉ	< $100K	498	2015			●	●	●
FAIRVIEW INDEPENDENT HIGH SCHOOL	$7,570,200	27,178	2016		●	●		
CALOSPA MEDICAL SPA	$250K - $500K	2,500	2014			●		
PLANTORY AT THE BREADBOX	$750K - $1M	1,989	2014			●	●	●
ATHENIAN GRILL - ASHLAND AVENUE	< $100K	1,200	2013			●	●	●
MOOSE LODGE / RESPEC, INC.		5,300	2015		●	●	●	●
EAST BERNSTADT INDEPENDENT SCHOOL	$8,633,666	42,210	2013		●	●	●	●
FAYETTE CO. SCHOOLS CENTRAL SERVICES	$9,868,893	34,590	2013		●	●	●	●
WOODFORD CO. HUNTERTOWN ELEMENTARY	$7,394,634	61,543	2009		●	●		
KCTCS McCREARY CENTER	$4,190,106	19,900	2010	●				
HARLAN INDEPENDENT HUMANITIES BUILDING	$2,129,985	7,895	2007		●			
FAIRVIEW INDEPENDENT GYMNASIUM	$2,082,448	11,170	2006		●			

BEFORE



AFTER



Top: Existing lobby space and first impression

Bottom: New lobby area and public gathering space

For the past ten years the majority of our work has been renovation and/or the adaptive re-use of historic properties. We have a passion for preserving architecture and the shared history of communities.

Most recently we completed the renovation of the International Book Project (IBP). In 2016 they developed a strategic plan that committed to increasing the number of books shipped to at least 500,000 per year. One of the major obstacles they faced was the condition of their facility.

Although it was in poor condition, inefficiently organized and uncomfortable for visitors, staff and volunteers, IBP's leadership wanted to salvage the building if possible.

Working closely with IBP, we evaluated their current structure and helped them decide whether to relocate or renovate. Of the three firms interviewed, Nomi was the only one to recommend preserving their historic warehouse property.

While salvaging the existing structure, bearing walls and roof, we introduced a new mechanical system and generated a flexible, open layout that allows staff and volunteers to operate efficiently now and into the future. IBP's headquarters is now a comfortable, safe work environment that supports the long-term logistical goals of their organization while showcasing the beauty of their historic structure.

FOCUS ON

FOR OVER 10 YEARS THE MAJORITY OF OUR WORK HAS BEEN FOCUSED ON RENOVATIONS AND ADAPTIVE RE-USE PROJECTS.

WE HAVE ACCEPTED AND SUCCESSFULLY DELIVERED RENOVATION PROJECTS SO CHALLENGING OTHER FIRMS CALLED THEM IMPOSSIBLE.



DUNBAR COMMUNITY CENTER PH I

NOMI partnered with Dunbar to repurpose a single computer room into ganged restrooms. The restroom included ten plumbing fixtures alon gwith drinking fou ntains and required floor drains and hose bibbs. Electrical work to support the restroom addition included lighting, power receptacles, and fire alarm work in the restrooms as well as in the remainder fo the computer room. HVAC work was included in the new restrooms.

PROJECT TYPE(S)
RENOVATION
REPURPOSE

CLIENT
LFUCG PARK AND RECS.

LOCATION
LEXINGTON, KY

STATUS
COMPLETED MARCH 2024





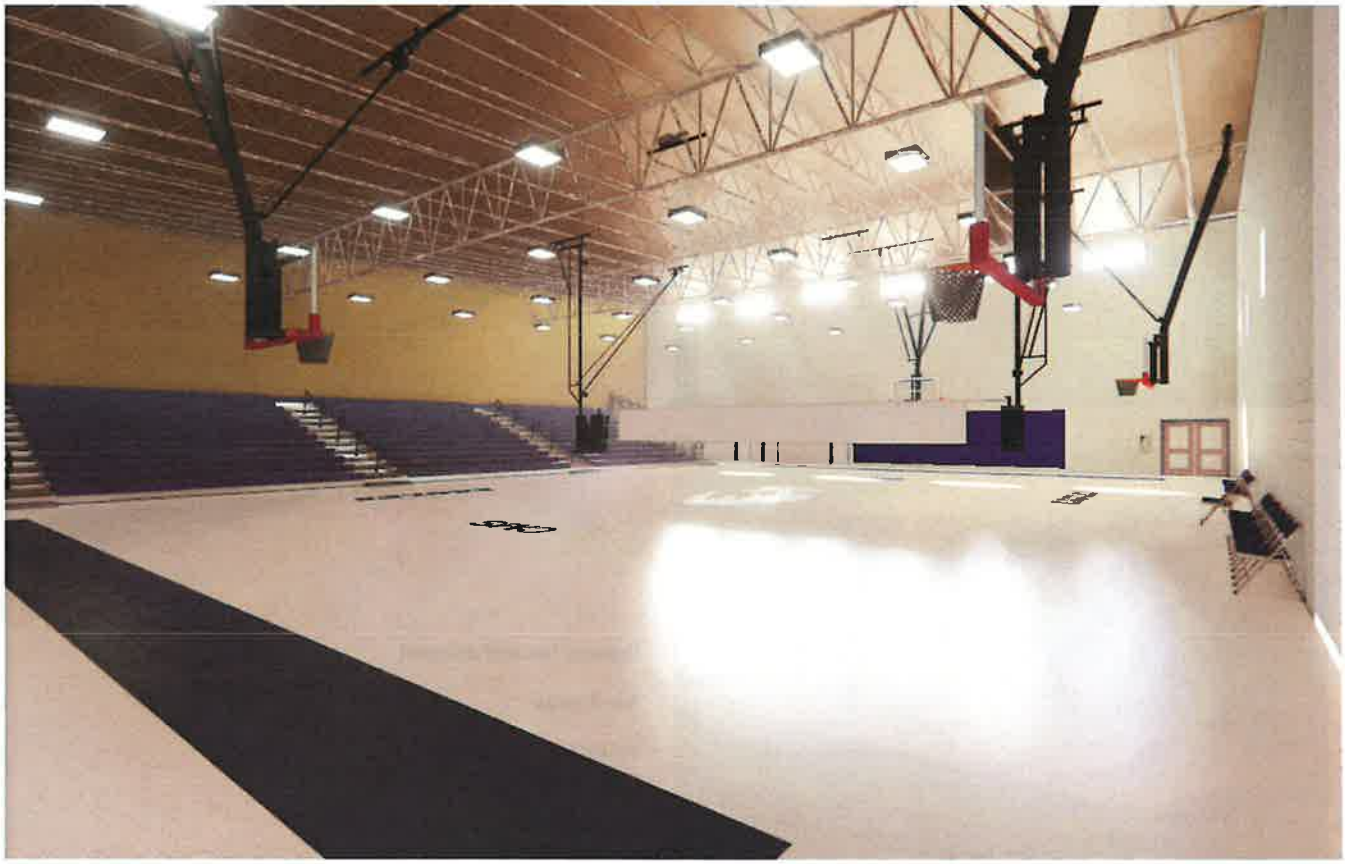
Opposite: First floor restrooms

Top: Signage

Middle: First floor restroom plumbing fixtures

Bottom: First floor restroom plumbing fixtures





CAMPBELLSVILLE INDEPENDENT ADDITION + RENOVATION

The new Campbellsville Middle School is an 80,000 square foot addition/ renovation to the Middle/High School Complex. It is set to transform the educational landscape. With a vision to create a cutting-edge project-based learning hub for our middle school, this project encompasses the demolition of the 1930's section, selective revamping of the 1950's areas, and new construction. Our focus is on technological innovation and adaptability, crafting a space that not only meets the current needs of our diverse student body but also anticipates and embraces future educational requirements. To ensure an uninterrupted academic journey, the project will unfold in carefully planned phases across 18 months, prioritizing the continuous growth and success of every student.

PROJECT TYPE(S)
RENOVATION
FINISH UPGRADE
EXPANSION

CLIENT
CAMPBELLSVILLE INDEPENDENT MIDDLE SCHOOL
KIRBY SMITH, SUPERINTENDENT
136 S. COLUMBIA AVE.
CAMPBELLSVILLE, KY 42718

LOCATION
CAMPBELLSVILLE, KY

AREA (GSF)
80,000GSF

STATUS
UNDER CONSTRUCTION

SERVICES PROVIDED
PROGRAMMING, SD, DD, CD, B+N, CA





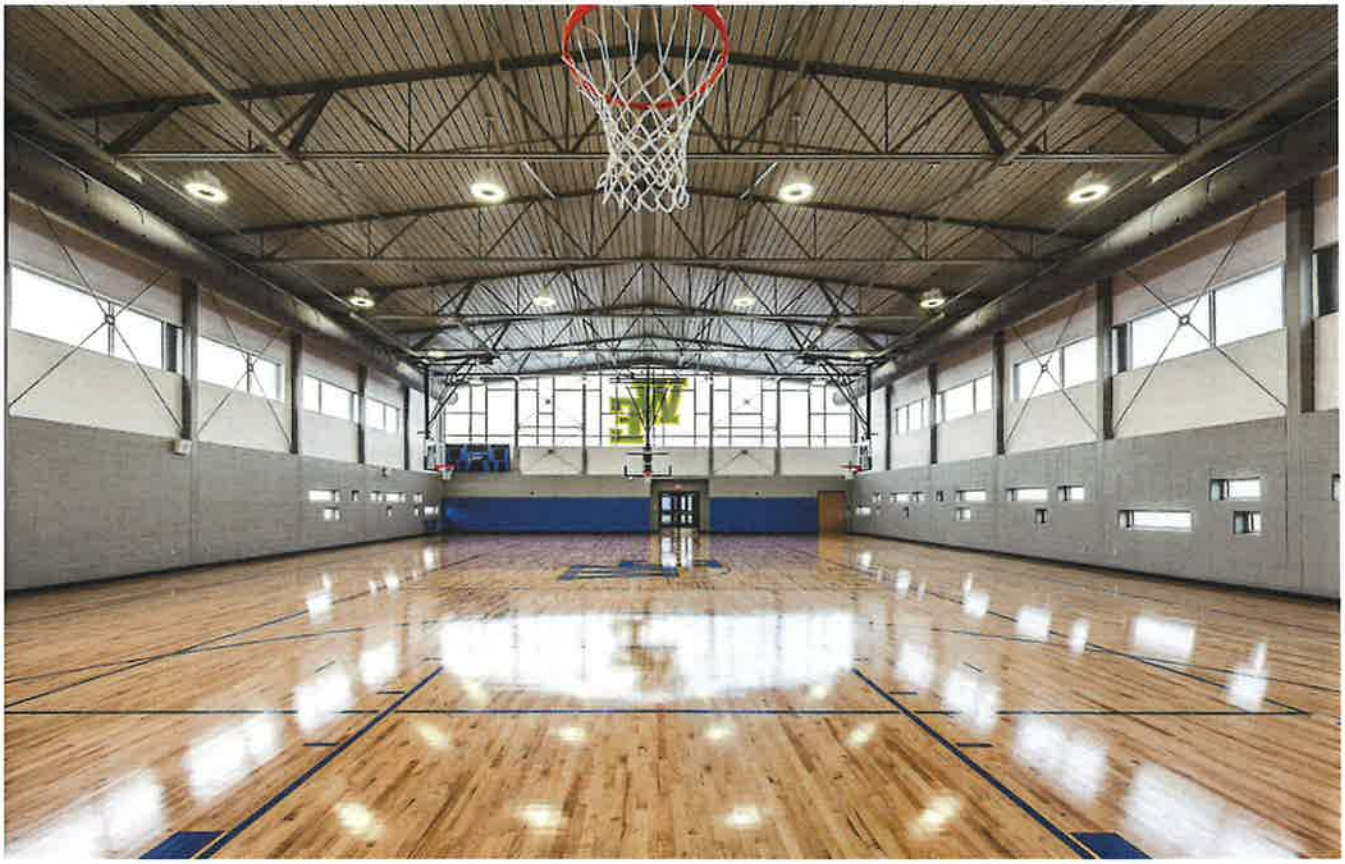
Opposite: New Gymnasium

Top:Existing Gym Upgrade

Middle:Cafeteria Service Line

Bottom: Lobby





WARREN EAST HIGH SCHOOL

Executed in multiple phases, this project provides additional space and program while branding the campus with an identity that reflects tremendous school pride.

In addition to increased usable area, NOMI Design strengthened the relationship between the existing school and the back part of the site by strategically setting up new views and space. This was achieved by re-positioning the new athletic fields and new buildings and cutting specific views into the spaces. Students and visitors now have better access to sporting events and comfortable circulation across the site. The architect limited the material palette and invented a language of form to brand the school identity.

PROJECT TYPE(S)
GYMNASIUM
FITNESS EXCERCISE ROOM

CLIENT
WARREN COUNTY PUBLIC SCHOOLS

COST
$4,611,687

STATUS
COMPLETED 2017

Opposite:Gymnasium

Right: Fitness Exercise Room

Bottom: Exterior Facade









INTERNATIONAL BOOK PROJECT

In 2016 the International Book Project (IBP) developed a strategic plan that committed to increasing the number of books shipped to at least 500,000 per year. One of the major obstacles they faced was the condition of their facility.

Working closely with IBP, we evaluated their current building and helped them make the difficult decision whether to abandon or renovate their existing location. Of the three firms interviewed, Nomi was the only one to recommend preserving their historic warehouse property.

We hosted a weekend Charrette (aka visioning session) for IBP administrators, staff and board members during which we facilitated a discussion about their operations and environment then translated that information into a working program. Using that program we generated a flexible, open layout that would allow staff and volunteers to operate efficiently now and into the future.

PROJECT TYPE(S)
RENOVATION
BRANDED ENVIRONMENT
CUSTOM FABRICATION
HISTORIC PRESERVATION

CLIENT
INTERNATIONAL BOOK PROJECT

LOCATION
LEXINGTON, KY

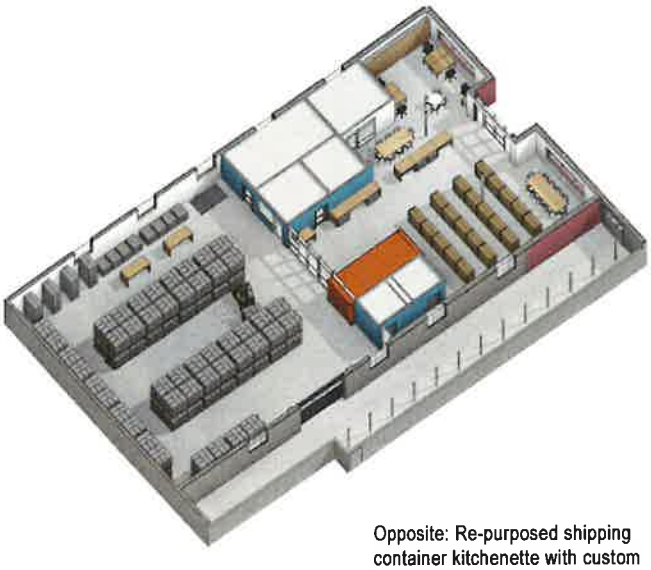
COST
PRIVATE PROJECT

AREA
7,500 SF

STATUS
COMPLETED 2018

REFERENCE
LISA FRYMAN, EXECUTIVE DIRECTOR
INTERNATIONAL BOOK PROJECT
859.254.6771





Opposite: Re-purposed shipping container kitchenette with custom casework by Nomi

Top: Concept rendering. View from main entrance

Middle: 3D plan view of building

Bottom Left: Concept rendering of warehouse space

Bottom Right: View from kitchenette to office flex-space

IBP's need for flexible space is supported by the custom casework we designed and fabricated especially for this project. The sturdy mobile kitchen island and rolling work tables can handle the weight of piles of books and allow staff and volunteers to reconfigure their space into the ideal environment for each operational task.

"THEIR STAFF OF ARCHITECTS WAS ENTHUSIASTIC, RESPONSIVE, CREATIVE, AND RESPECTED OUR BUDGETARY CONSTRAINTS. THEY UNDERSTOOD US."

LISA FRYMAN
EXECUTIVE DIRECTOR
INTERNATIONAL BOOK PROJECT

Brand reinforcement is essential for non-profit organizations who rely on community awareness to bring in volunteers and donations. Unique design elements like the re-purposed shipping container reinforce their mission of promoting global literacy by shipping books to over 50 countries.









MOOSE LODGE (RESPEC, INC. OFFICES)

What began as a renovation to a dilapidated 1840's Federal Style Residential structure, quickly turned into a large-scale Preservation and Architectural undertaking. With an important history as a residence, having been constructed for the first editor of Lexington's newspaper, the building served many uses over the years. Most recently the building had been a Moose Lodge and WellCare facility. Having been abandoned over a decade ago, the current owners, Linda Carroll and John Morgan, sought to renovate as a headquarters for a noted natural resources firm, Respec, Inc.

The entry is a blend of old vs. new with exposed, once-exterior, brick walls. An open floor plan creates meeting, library and lounge space which gives way to a kitchen, bath and shower suite. On the second floor the original sleeping porch now houses an open office. A large window provides access to a roof top terrace with sweeping views of downtown Lexington. The rear stair tower provides views and engagements with the existing building as you pass from the original brick building into the modern concrete addition then back into the historic space.

PROJECT TYPE
ADAPTIVE RE-USE
ADDITION
HISTORIC PRESERVATION
RENOVATION

CLIENT
LINDA CARROLL & JOHN MORGAN

LOCATION
LEXINGTON, KY

COST
PRIVATE PROJECT

AREA
5,300 SF

STATUS
COMPLETED 2015





Opposite: Rear addition

Left: "After" photo of the front of the building

Middle left: "Before" photo of the front of the building

Bottom: Lobby and main entrance



PROJECT TEAM

OUR SELECTED A-TEAM IS THE BEST IN THE INDUSTRY AND IT SHOWS THROUGH OUR COLLECTIVE EXPERIENCE.

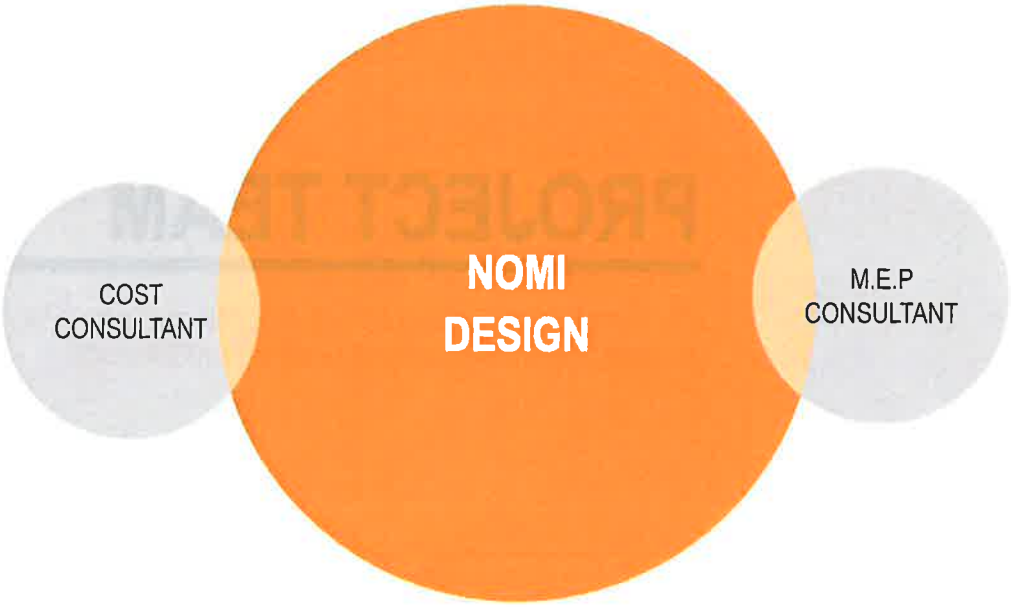
YOUR PROJECT TEAM

bottom: diagram of project team composition and workflow

YOUR TEAM WILL ALWAYS INCLUDE AN EXPERIENCED MANAGER WHO IS ENGAGED IN YOUR PROJECT FROM BEGINNING TO END

As the prime consultant, NOMI will be your point of contact for the design team. We will oversee the project communications, budget and schedule in addition to performing planning, programming, architectural and interior design, bidding and construction administration services.

We are fully committed to dedicating the staff necessary to complete this job. With 14 employees we have the flexibility to make sure you have not only enough people but those with the skills and experience best-suited to your project.



NOMI DESIGN

1584 DELAWARE AVE.
LEXINGTON, KY 40505
859.838.1130





PROJECT TEAM LEADER

Your project manager will be Matthew Brooks. A graduate of the University of Kentucky School of Architecture, Matthew has over 30 years of experience in the design and construction industry. Matthew will be the Day-to-Day contact for for all matters. He will provide effective management with consistent, careful coordination, and communication with you and the entire team. He will remain consistent from start to finish.

MATTHEW BROOKS, AIA

PRINCIPAL-IN-CHARGE +
PROJECT MANAGER

Matthew is the owner and principal architect of NOMI Design. He will participate in all client meetings and direct the architect assigned to your project. He will be consistent from start to finish.

BRAD NOE, AIA

PROJECT ARCHITECT

Brad is responsible for leading the architectural design and coordination of the project. He will focus on functional planning and design elements and will be active in all design components.

M.E.P. CONSULTANT

K.F.I. ENGINEERS

3264 LOCH NESS DRIVE
LEXINGTON, KY 40517
859.271.3246
WWW.KFI-ENG.COM

COST CONSULTANT

ROBERT PASS + ASSOCIATES

309 EAST MARKET STREET
LOUISVILLE, KY 40202
502.589.7632

MATTHEW BROOKS

AIA, PROJECT MANAGER



Kentucky: Architect #5679
New York: Architect #029593
Indiana: Architect
Tennessee: Architect

Bachelor of Architecture
College of Architecture
University of Kentucky, 1994

NOMI PRINCIPAL ARCHITECT

Matthew is the owner and President of NOMI Design. As a registered architect in multiple states, Matthew maintains a comprehensive body of work including a variety of project types and scales, all in which have an innovative thread.

As Project Manager, Matthew Brooks will work hand in hand with the owner, users, and owners consultants. Matthew will be in direct contact with the University of Kentucky on a regular basis. Matthew has a plethora of expertise leading projects of similar scales and complexity with needs for innovative and non-traditional design approaches. His curiosity for innovative spaces that have the ability to adapt over time has led to the inception of the NOMI research and development team.

NOTABLE PROJECTS

Dunbar Community Center Restroom Upgrade
Lexington, KY
Principal in charge
Programming + Planning, SD, DD, CD, B+N, CA

Campellsville Middle School Renovation
Campbellsville, KY
Principal in charge
Programming + Planning, SD, DD, CD, B+N, CA
Renovation and Expansion 80,000 GSF

Living Water Church
Mount Sterling, KY
Principal in charge
Programming + Planning, SD, DD, CD, B+N, CA

Ashland-Henry Clay Masterplan
Lexington, KY
Principal in charge
Programming + Planning

Providence Montessori Middle School
Lexington, KY
Principal in charge,
Architecture & Fabrication, Adaptive Re-Use 8,000 SF renovation of the historic Florence Crittenton Home into new middle school

Providence Montessori Elementary School
Lexington, KY
Principal in charge
Space Planning, Design, Fabrication

Providence Montessori Toddler House
Lexington, KY
Principal in charge
Space Planning, Design

Trinity Hill United Methodist Church
Lexington, KY
Design + Fabrication

Fayette Park Residence
Lexington, KY
Principal in charge
SD, DD, CD, B+N, CA

WORK HISTORY

October 2015 - Present
Founder and Owner,
NOMI Design
Lexington, KY

April 2012 -October 2015
Founder and Owner,
alt32 Architecture | Design - Lexington, KY

July 2008 - April 2012
Owner
Lucas/Schwering Architects - Lexington, KY

February 2007 - July 2008
Omni Architects - Lexington, KY

February 2004 - February 2007
Lucas/Schwering Architects - Lexington, KY

May 2001 - January 2004
Beckhard Richlan Szerbaty - New York, NY

PROFESSIONAL AFFILIATIONS

Blue Grass Trust: Board Member, Preservation & Education Committee Member

Leadership Lexington Class 2017-2018

UK CoD: Advisory Panel & Guest Critic

AIA EKC: Past President - 2009
President - 2008
Vice President - 2007

FCPS 1 to 1 Reader Participant

Speaking Engagements:
AIA 2017 OVR Convention
AIA Columbus "New Urban Agenda Symposium" 2017
AIA Cincinnati - Vision Design Series 2018
AIA Cincinnati - Vision Design Series 2018

BRAD NOE

AIA, PROJECT ARCHITECT



Bachelor of Architecture
College of Architecture
University of Kentucky, 1994

Kentucky: Architect #5414

Brad is a registered architect and the Director of Nomi's Louisville design studio. His body of work is represented by a broad variety of building types and scales. In addition to numerous projects in Kentucky and Indiana Brad's resume contains completed projects in Chicago, Dallas, Milwaukee and Norton, Virginia.

Brad believes that good design is not just about the aesthetic improvement of our environment, it is as much about improving our quality of life, equality of opportunity and providing an engine for cultural and economic growth.

NOTABLE PROJECTS

Dunbar Community Center Restroom Upgrade
Lexington, KY
Principal in charge
Programming + Planning, SD, DD, CD, B+N, CA

Madison Consolidated Schools - Madison, IN

Madison Consolidated High School
Theater renovation and Lobby addition.

Anderson Elementary renovation and addition.

Madison Consolidated High School
4,000 SF Renovation, Addition and new Media Center

Feasibility Study for the renovation/addition to 360,000 SF high school campus with a budget of $35,000,000.

Renovation/addition and roof replacement to Madison High School (5253 Design Group).

Renovation to the 40 year old Madison Junior High School Natatorium with (5253 Design Group).

Nelson Co. Public Library
New Haven Branch Library
Scope: 5,000 SF Branch Library

Bloomfield Branch Library
Scope: 5,000 SF Branch Library

Trimble Co. Public Library - Bedford, KY
Scope: 10,000 SF New Library

Mercer Co. Public Library - Harrodsburg, KY
Scope: 10,000 SF Renovation
14,000 SF Expansion

Marion County Public Library - Lexington, KY
12,055 SF renovation and 6,745 SF addition to an existing library

Jefferson County Public Schools - Louisville KY
General renovations, new media center, new elevator and HVAC upgrades to the existing 60,000 SF Eisenhower Elementary School.

Warren County Public Library
Bowling Green, KY

Smiths Grove Branch Library
Scope: 5,000 SF Branch Library

Bob Kirby Branch Phase I, II & III
17,000 SF of interior renovations and 16,500 of additional new construction.

WORK HISTORY

October 2015 - Present
Louisville Office Director
Nomi Architecture, Design, Fabrication
Louisville, KY

June 2006 - October 2015
5253 Design Group - Louisville, KY

February 2005 - June 2006
architection - Louisville, KY

September 1998 - February 2005
Louis and Henry Group - Louisville, KY

October 1995 - July 1998
Bickle-Gibson Architects - Louisville, KY

May 1994 - October 1995
Kathryn Quinn Architects - Chicago, IL



ROBERT PASS + ASSOCIATES

309 East Market Street
Suite 302
Louisville, KY 40202

502 589.7632
Fax 589.7634
Cell 797.2540

rpaconsultants@bellsouth.net

Construction Costs Consultants

Cost Planning a construction project and controlling costs within a firm plan is a technique designed to assist Building Owners and Architects to obtain maximum value for the funds available. Most design contracts require the Architect to provide estimates of overall probable construction cost at various stage of design development, however, construction complexity makes it essential to contain such costs within a pre-established cost plan at the component, or element, level of detail rather than simply on the aggregate or "bottom line".

[RP]+A

Robert Pass + Associates is a firm of construction cost consultants with considerable experience in cost planning and control. As a member of the design team, we can assist in developing a feasible program budget and maintaining cost control throughout the design period. This is accomplished as a constructive part of the design team at such time as is most beneficial to the design effort rather thar producing cost estimates retrospectively after much design effort has been expended, some of which may subsequently prove to be abortive.

Construction Estimates.

- Establishing a realistic budget and initial cost plan for the required development or defining the extent of the project with the funds available.
- Advice to the Architect/Owner on the effects on costs of alternative structural systems, building configurations, materials and mechanical and electrical systems.
- Preparation of a detailed cost plan from the Architect's drawings for all phases of the work. This constitutes a reference against which all design developments are checked during the preparation of the working drawings.

These professional services, which go far beyond the normal cost opinions required from Architects and other design consultants, maintain a tight control of construction costs during design development. They help to provide the Owner with maximum value for the available funds and frequently effect substantial reduction of construction costs and prevent delays due to bids exceeding the budget.



YEARS OF EXPERIENCE
32

EDUCATION
B.S. Electrical Engineering
University of Kentucky

LICENSURE
Kentucky #22074

AFFILIATIONS/CREDENTIALS
NFPA
USGBC
BICSI

William P. Wilson, PE, RCDD, DCDC

Senior Electrical Engineer

Bill is an electrical engineer with 32 years of experience with electrical systems. He has extensive experience with power generation and distribution systems, power systems analysis, and design of commercial building systems such as lighting, power, fire alarm, and telecommunications. Bill has a wide range of practical experience from his service as an electrician aboard naval ships in the US Navy, his service as a maintenance manager for a large university healthcare complex, and as a hands-on designer for commercial facilities and infrastructure. He holds certifications as a Registered Communications Distribution Designer and Data Center Design Consultant in addition to his Professional Engineering registration.

Relevant Experience

Lexington-Fayette Urban County Government - Lexington, KY

- Community Center Roof and Restroom Replacement
- Fire Station 1 HVAC Renovation
- Garages Mechanical, Electrical, and Plumbing Design
- Public Safety Operations Center Server Room Cooling Replacement

Commonwealth of Kentucky

- Eastern Kentucky Exposition Center - Pikeville, KY
- Boone National Guard Armory Headquarters Building Mechanical, Electrical, and Plumbing Design - Frankfort, KY
- Kentucky Horse Park Renovate International Museum of the Horse - Lexington, KY
- Kentucky International Convention Center Renovation and Expansion - Louisville, KY

Bath County Library Support Space Renovation - Owingsville, KY

Boyd County Library New Summit Branch Building - Ashland, KY

Eastern Kentucky University - Richmond, KY

- Eastern Kentucky University Powell Building Renovation
- New Science Building, Phases I and II
- Residence Hall Renovation Keene, McGregor, Palmer

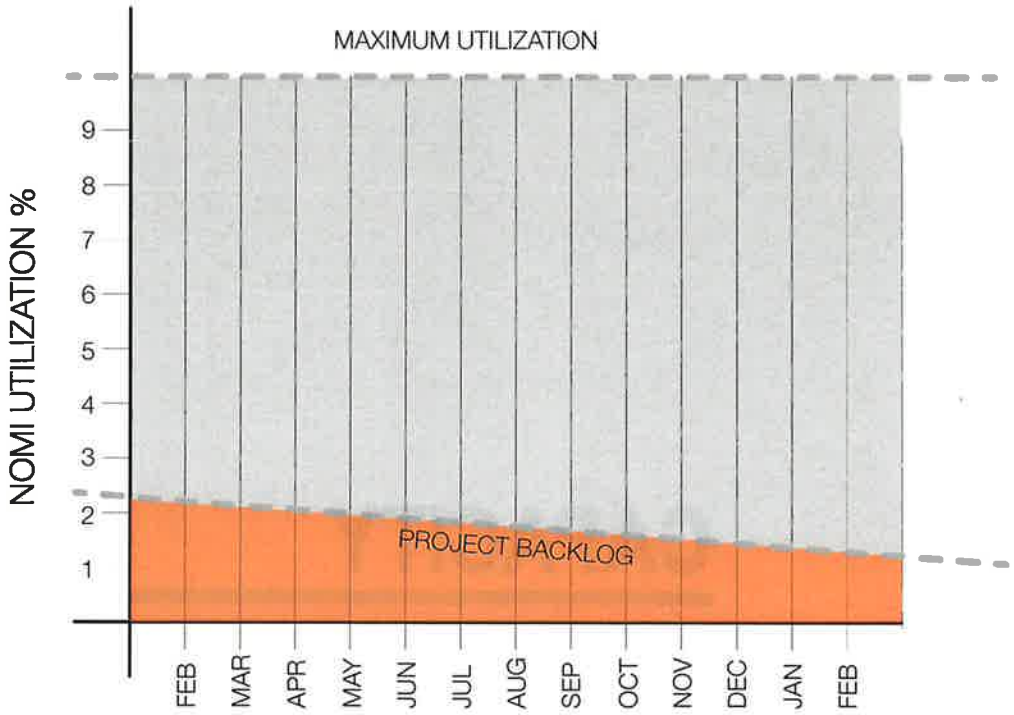
University of Kentucky - Lexington, KY

- Patterson Office Tower Renovation of 4th and 5th Floors Mechanical, Electrical and Plumbing Design
- Pence Hall Mechanical, Electrical, and Plumbing Renovation
- White Hall Classroom Building Renovation Mechanical, Electrical, and Plumbing Design
- 6th Floor Patterson Office Tower Renovation
- Miller Hall Renovation
- Scovell Hall Renovation
- Memorial Coliseum Renovation
- Funkhouser Building Renovation
- Boone Faculty Club Renovation
- Delta Gamma Sorority House Addition and Renovation
- Biomedical/Biological Sciences Research Building Third Floor Electrical Renovation
- Bio Safety Lab 3 Renovation
- EduceLab Research Labs Renovation
- Gatton College of Business and Economics Expansion and Renovation

KFI ENGINEERS

CAPACITY

WE ARE FULLY COMMITTED TO DEDICATING THE STAFF NECESSARY TO SUCESSFULLY COMPLETE THIS JOB. WE HAVE THE FLEXIBILITY TO MAKE SURE YOU HAVE NOT ONLY ENOUGH PEOPLE BUT THOSE WITH THE SKILLS AND EXPERIENCE BEST-SUITED TO YOUR PROJECT.



'24-'25 PROJECTED DESIGN SCHEDULE



WORKLOAD

Above: NOMI Design
Opposite: NOMI Utilization %

MANPOWER
WOMANPOWER +
NOMI CAPACITY

We are well-situated to take on new work at this time. Our resourcing plan and backlog allow an adequate amount of man-hours to effectively complete your project.

At the beginning of the design process we will prepare a detailed resourcing plan and project work plan in order to outline a schedule and dedicate the best distribution of resources to your project. The work plan will be updated and shared with you regularly to ensure the project schedule is met.

We are fully committed to dedicating the staff necessary to complete this job. We have the flexibility to make sure you have not only enough people but those with the skills and experience best-suited to your project.

AS NOMI IS CURRENTLY IN THE CA PHASE OF A LARGE PROJECT WE ARE SEEKING NEW WORK FOR 2024-2025 CALENDAR.

As the prime consultant NOMI will be your point of contact for the design team. We will oversee the project communications, budget and schedule in addition to performing planning, programming, architectural and interior design, bidding and construction administration.

KFI CAPACTIY

KFI employes over 230 professionals, including over 60 licensed professionals. Based on current and anticipated workload, our team has the availability to begin design immediately and the capacity to complete this project as per the needs of LFUCG. We also maintain the flexibility to work within LFUCG's anticipated schedule, which will minimize disruption to current users.

FORMS & AFFIDAVITS

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

3/25/24
Date

Affirmative Action
Equal Opportunity

POLICY STATEMENT

It is the policy and practice of Nomi Design, Inc. to assure that no person will be discriminated against, or be denied the benefit of any activity, program or employment process, in the areas of recruitment, advertising, hiring, upgrading, promotion, transfer, demotion, lay off, termination, rehiring, employment, rates of pay and/or other compensation.

Nomi is an affirmative action/equal opportunity employer and is strongly committed to all policies which will afford equal opportunity employment to all qualified persons without regard to race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental disability, learning disability, present or past history of mental disorder, or physical disability including, but not limited to, blindness, unless it is shown that such disability prevents performance of the work involved.

This policy and practice applies to all persons, particularly those who are members of protected classes. Nomi will implement, monitor and enforce this affirmative action policy statement and program in conjunction with all applicable Federal and State laws, regulations, and executive orders.

Managers and supervisory staff will be advised of their responsibilities to ensure the success of this program. Each manager, supervisor, and employee of Nomi is expected to aid in the implementation of this program and be accountable for complying with the objectives of this Affirmative Action Plan.

Ultimate responsibility and the day-to-day duties for this affirmative action program will be coordinated by the Firm Principal who is hereby designated the Equal Employment Opportunity/Affirmative Action Officer for Nomi Design, Inc.

Matthew Brooks
Firm Principal

859 838 1130 1584 Delaware Ave
www.nomi.design Lexington, KY 40505

AFFIDAVIT

Comes the Affiant, Matthew Brooks, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Matthew Brooks and he/she is the individual submitting the proposal or is the authorized representative of Nomi, 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 Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me by Matthew Brooks on this the 18 day of March, 2024

My Commission expires: 9/19/2026

MORGAN JESSILYN BROWN CHAWAGA NOTARY PUBLIC ID KYNP58097 MY COMMISSION EXPIRES 9/19/2026 STATE AT LARGE, KY.

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.

WORKFORCE ANALYSIS FORM

Name of Organization: NOMI DESIGN

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		3	7													3	7
Superintendents																	
Supervisors																	
Foremen																	
Techniclans							1										1
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft		3														3	
Service/Maintena																	
Total:																	

Prepared by: MATTHEW BROOKS **Date:** 3 / 25 / 2024

(Name and Title)

Revised 2015-Dec-15

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

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: NOMI, INC.

Complete Address: 1584 DELAWARE AVENUE (Street) LEXINGTON, KY (City) 40505 (Zip)

Contact Name: MATTHEW BROOKS Title: OWNER, PRINCIPAL ARCHITECT

Telephone Number: 859-286-6708 Fax Number: N/A

Email address: MATTHEW@NOMI.DESIGN

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 16-2024

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.				
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.

NOMI DESIGN
Company

3/25/24
Date

Matthew Brooks
Company Representative

President
Title

MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference # 16-2024

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 NOMI DESIGN	**Contact Person** MATTHEW BROOKS
Address/Phone/Email 158A DELAWARE AVE, LEX, KY 40505 859-286-6708 MATTHEW@NOMI.DESIGN	**Bid Package / Bid Date** 16-2024 / 4/5/24

MWDBE Company Addres	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.

NOMI DESIGN
Company

MATTHEW BROOKS
Company Representative

3/25/24
Date

PRESIDENT
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # 16-2024

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 MWBDE 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 MWBDE 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.

NOVA DESIGN
Company

3/25/24
Date

MATTHEW BROOKS
Company Representative

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, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

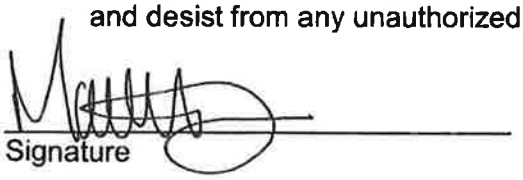
16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

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

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

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

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.



Signature

3/25/24

Date

ATTACHMENT: A

FORM OF PROPOSAL

Design Services for the Dunbar Community Center – Maintenance & Improvements Project
Request for Proposal # 16-2024
Form of Proposal

Consultant: NOMI Design

Address: 1584 Delaware Ave, Lexington, KY 40505

1. **General:**
   a. The undersigned Consultant, having read and examined the specifications and associated documents for the above designated work, affirms agreement to complete all work in accordance with the contract documents.
   b. The selected Successful Consultant (SC) shall verify all mentioned requirements in these contract documents. The SC shall confirm in writing any discrepancies found within one week of being informed of successful proposal.
   c. The undersigned agrees that this proposal constitutes a firm offer to the LFUCG which cannot be withdrawn for one hundred twenty (120) calendar days from and after the stated closing time, or until a contract is fully executed by the LFUCG and a third party, whichever occurs earlier.
   d. The Consultant shall include Technical Information as required herein.
2. **Submittal Requirements:** Interested firms are encouraged to submit their qualifications, which will include the information below. Failure to comply with this requirement may lead in disqualification of the Consultant's proposal:
   a. Signed cover letter stating interest in the project. The cover letter should indicate the proposer's willingness to enter into an agreement with the LFUCG (see Sample Contract **Attachment B**). An officer of the company who has authority to commit their firm to the proposed project must sign the letter.
   b. Additional company information to be provided shall include company history, key management members, major accomplishments, inter-company or third party alliances or partnerships, and any major pending litigation and facts of the case(s).
   c. Narrative on how customer satisfaction is tracked.
   d. Copies of written continuing education/professional training program and quality control/quality assurance program.
   e. Provide the current number of employees and employee types.
   f. Statement of general firm qualifications and capacity that should include firm location, where the work will be performed, and the firm's background and demonstrated ability to perform the required services for this project.
   g. Project Team list including sub consultants indicating key professionals that will be specifically assigned to work on each discipline and phase of the project. Identify project manager. Detailed resumes for the key professionals and project manager should be included with the proposal. Describe team members' educational background, related experience, experience in providing like services to governmental entities, and individual references within such entities. Describe how the team has worked together on similar projects in the past.

h. Summary of firm's recent (5 year) experience in similar/representative projects including
   i. Physical project size
   ii. Estimated and Actual Cost of the resulting construction and/or renovation work
   iii. Identification of any involved sub-consultants and/or joint-venture partners

i. Conflict of Interest Statement clearly stating the proposer has no conflicts of interest in providing professional services on the project.

j. A narrative of design approach, preliminary design concepts, approach to project inclusive of proposed work scope, and related considerations.

k. Ability to meet required deadlines (See Project Schedule **Attachment C**). Demonstrate integration of this project into the firm's present workload through current and projected staff workload data.

l. References: names and contact information of previous clients on similar projects within the past five (5) years with a description of the type of project completed on schedule and on budget. A minimum of three references is required.

3. **Proposal Format**: Proposals are limited to 20 single-sided pages not including the required LFUCG documents as outlined in the RFP. Proposals in excess of these requirements may not be considered. The twenty (20) page limitation includes any written, photographic or graphic material contained in the body of the statement and any appendices. The limitation does not include:
   i. The cover (although narrative on the reverse side of the front cover or front of the back cover will be counted)
   ii. A title page
   iii. A table of contents and/or index; or blank tab pages

4. Respondents are responsible for all costs associated with the preparation of materials in response to this RFP. The LFUCG assumes no responsibility for such costs. The LFUCG reserves the right to waive any formality in the submitted statements of qualifications, to reject any and all statements of qualifications or to re-advertise for additional statements of qualifications.

5. **Work Plan:** Consultant shall provide a plan to complete the work described herein in submitted proposal within the submittal limit. Included in work plan shall be:

   a. A checklist of what specific deliverables will be provided at each design phase and/or milestone and the team member that will provide the deliverable.

   b. A specific budget and schedule (See Project Schedule **Attachment C**) to complete services described herein.

   c. An explanation of the communication/documentation and collaboration plan.

   d. An explanation of the approach that will be used to assure quality and well-coordinated documents between all disciplines through the design process.

   e. An explanation of the team Quality Control Program throughout all phases of design, and through construction administration.

6. **Lump Sum Pricing:**

   a. All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job.)

   b. Provide Firm Lump Sum Cost for providing the LFUCG with services as noted in these specifications.

Design Stage (Total Services Below)	$ 72,800
Schematic Design Phase: (percentage of total services)	$ 13,650 15 %
Design Development Phase: (percentage of total services)	$ 18,200 20 %
Construction Documents Phase: (percentage of total services)	$ 36,400 40 %
Bid Phase: (percentage of total services)	$ 4,550 5 %
Construction Administration Stage	$ 18,200
(percentage of total services)	20 %
Total Architectural/ Engineering Services	$ 91,000

7. **Payment for Additional Services:** Additional Services, as permitted under Section 2 of the Contract, shall be compensated at the unit rates listed below. The LFUCG reserves the right to increase or decrease frequencies of unit cost. If Additional Services are requested, the base contract may be increased or decreased on the basis of the unit rates. No price adjustments will be made unless mutually agreed to in advance through the Change Order process to the contract. All Unit Pricing Hourly Rates shall include all direct labor, any supervision required, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacations, etc.) disposal fees, tool allowance, equipment, materials, profit, and all other costs used on the job.

Title/Skill Level	Hourly Rate
Principal	175 $/HR
Architect 1	150 $/HR
Architect 2	140 $/HR
Architect 3	130 $/HR
Intern Level 1	120 $/HR
Intern Level 2	110 $/HR
Intern Level 3	100 $/HR
	$/HR

a. Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The Consultant markup over the invoiced price shall be zero percent (0%).

b. Approved reimbursable expenses will be based on actual costs and shall be mutually agreed to in advance through the Change Order process to the contract.

Signature	Name
Title	Date



NOMI Design
ARCHITECTURE + FABRICATION

Left: Warren County East High School Athletics

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0413-24

File ID:	0413-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	109-2024	**In Control:**	Urban County Council
				File Created:	04/12/2024
File Name:	Regional Economic Development Collective			**Final Action:**	05/09/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Commerce Lexington and Greater Lex, Inc., to provide $130,000 in funding to Greater Lex, Inc. for the Regional Economic Development Collective, and to assign the previous Agreements and funding for the Collective from Commerce Lexington to Greater Lex, Inc. [Mayor's Office, Atkins]

Notes: In office 4/23/2024. MS
stamped and filed in CCO, copies given back to tryo black/ craig bencz 5/9 AA

Sponsors:		**Enactment Date:**	05/09/2024
Attachments:	CLEX Regional Economic Development Blue Sheet, CLEX Regional Funding Agreement 2024, RESO 0413-24 Commerce Lex & Greater Lex Agreement 4868-9709-4840 v.1.docx, R-223-2024	**Enactment Number:**	R-223-2024
Deed #:		**Hearing Date:**	
Drafter:	Troy Black	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/23/2024	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 0413-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Commerce Lexington and Greater Lex, Inc., to provide $130,000 in funding to Greater Lex, Inc. for the Regional Economic Development Collective, and to assign the previous Agreements and funding for the Collective from Commerce Lexington to Greater Lex, Inc. [Mayor's Office, Atkins]

Summary

Authorization to execute an Agreement with Commerce Lexington, Inc. and Greater Lex, Inc. to provide $130,000 in funding to Greater Lex for the Regional Economic Development Collective, and to assign the previous Agreements and funding for the Collective from Commerce Lexington to Greater Lex. Funds are Budgeted. (L0413-24) (Atkins)

Budgetary Implications [select]: No

Advance Document Review:

Law: {Yes, Completed by [Dave Barberie, 4/12/24]}

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

Fully Budgeted [select]: Yes

Account Number: 1144-136102-1365-78103

This Fiscal Year Impact: $130,000

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance: $130,000

MAYOR LINDA GORTON

LEXINGTON

KEVIN ATKINS
CHIEF DEVELOPMENT OFFICER

TO: LINDA GORTON
MAYOR

FROM: KEVIN ATKINS
CHIEF DEVELOPMENT OFFICER

DATE: APRIL 11, 2024

RE: AGREEMENT COMMERCE LEXINGTON FOR GREATER LEX REGIONAL ECONOMIC DEVELOPMENT COLLECTIVE

REQUEST:
Authorization to execute an agreement with Commerce Lexington, Inc. and Greater Lex, Inc. to provide $130,000 in funding to Greater Lex for the Regional Economic Development Collective, and to assign the previous agreements and funding for the Collective from Commerce Lexington to Greater Lex. The collective is a nine county regional economic development initiative.

REASON FOR REQUEST:
Lexington-Fayette Urban County Council has previously allocated $192,000 to Commerce Lexington, Inc. to assist with the development of a multi-county regional economic development effort (the Collective). The additional $130,000 in funding would be provided to Greater Lex, Inc., which is a Kentucky not-for profit company created to administer and manage the Collective, and would match the requested participation level of $1 per capita (residents) from each government per county participating in the regional effort. The previous funding to Commerce would also be transferred to Greater Lex.

WHAT IS THE COST IN THIS BUDGET YEAR AND FUTURE BUDGET YEARS?
The cost for FY2024 is: $130,000
The cost for future FY is: N/A

ARE THE FUNDS BUDGETED? The funds are budgeted
Account Number: 1144-136102-1365-78103

DIRECTOR/COMMISSIONER:
Kevin Atkins

AGREEMENT

THIS 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 ("Lexington"), 200 East Main Street, Lexington, Kentucky 40507, **COMMERCE LEXINGTON, INC.**, a Kentucky corporation, ("Commerce") with offices located at 330 East Main Street, Lexington, Kentucky, and **GREATER LEX, INC.**, a Kentucky not for profit corporation, ("Greater Lex") with offices located at 330 East Main Street, Lexington, Kentucky.

W I T N E S S E T H:

WHEREAS, the Lexington-Fayette Urban County Government previously assisted Commerce with creating and funding a Regional Economic Development Collective (or hereinafter the "Initiative") with various counties within the Bluegrass Region of Kentucky by entering into agreements to provide funding in the amount of $50,000 and $142,000 to Commerce for efforts related to the Initiative; and

WHEREAS, the parties agree that a separate not for profit entity shall be created to administer the Initiative and Greater Lex, Inc., has been created specifically to do so;

WHEREAS, the Lexington-Fayette Urban County Government has determined that this Initiative fulfills a public purpose by providing for economic development assistance; and

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. Greater Lex, will administer the Regional Economic Development Collaborative ("the Initiative"), as further described in Section 3 and the attached Exhibit A (Scope of Work), which is incorporated herein by reference as if fully stated, on behalf of Lexington.

2. The parties agree to the assignment of the two funding agreements entered into between Lexington and Commerce on or about December 31, 2021 (for $50,000), and November 14, 2022 for ($142,000) and all of the corresponding duties, responsibilities and obligations, as well as the transfer of all of these funds in their total amount under said agreements from Commerce to Greater Lex. No funds shall be retained by Commerce as an administrative fee. Said transfers are to occur within thirty (30) days of the execution of this agreement.

3. The Initiative is a collaboration between governmental and economic development partners across the Bluegrass on the following non-excusive list of priorities:

a) Emphasizing strategies to increase workforce participation in the region;

b) Improving availability and affordability of housing for the region;

c) Developing new leaders and engage more people in regional collaboration efforts;

d) Working within the region to have a supply of shovel-ready sites for economic development projects;

e) Investing more regionally in workforce/job training efforts;

f) Emphasizing on infrastructure improvements; and

g) Providing more work experience for students in the region.

The expectation is that by no later than January 1, 2025, all local governments will provide pro rata funding based upon their population in accordance with attached Exhibit B (Government Contributions - Regional Competitiveness Plan), which is incorporated herein by reference as if fully stated.

4. Greater Lex agrees that the businesses and/or partnership entities are not required to obtain membership in Commerce Lexington.

5. Lexington shall provide Greater Lex with $130,000 in funding for the Initiative, which must be spent on behalf of Lexington in a manner consistent with paragraph 3 and the attached Exhibit A (Scope of Work), unless otherwise agreed to by the parties. None of the total of $322,000 (including the $192,000 transferred from Commerce) provided by Lexington is to be expended on an administrative costs by Greater Lex unless agreed to in advance by Lexington, and in no event shall this ever exceed $30,000 in total.

6. Greater Lex will provide Lexington with regular progress updates on the program pursuant to this Agreement on at least a semi-annual basis to the Lexington Economic Development Investment Board and will appear before the Urban County Council or any of its committees to provide progress updates upon Lexington's reasonable request.

6. Greater Lex will keep and make available to Lexington any records related to this Agreement such as are necessary to support its performance thereof. Books of accounts shall be kept by Greater Lex and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions

of Greater Lex related to this Agreement be made available to Lexington upon request. This provision shall survive the termination or expiration of this Agreement.

7 Either Lexington or Greater Lex party may terminate this Agreement for a material breach in performance after placing the breaching party with written notice of the breach and the opportunity to cure. The period of time to cure the breach shall be reasonable, but in all instances must be at least thirty (30) days. Any unencumbered funds held by Greater Lex at the time of termination of this Agreement shall be returned to Lexington within (30) days of receiving notice. In the event Greater Lex is dissolved any such funds attributed to Lexington shall be returned to Lexington within thirty (30) days of said dissolution.

8. Greater Lex shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Lexington, its officers, agents and employees against any claim or liability arising from and based on Greater Lex's violation of any such laws, ordinances or regulations. This indemnification provision shall survive the termination or expiration of this Agreement.

9. Unless otherwise provided herein, each party shall be solely responsible for its actions and those of its officials, employees and agents in the performance of this contract and any matters related thereto. This provision shall survive the termination or expiration of this Agreement.

10. 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.

11. Greater Lex shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation or gender identity, or handicap, shall promote equal employment through a positive, continuing program of equal employment, and shall cause any 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.

12. Greater Lex represents that is has adopted, or will adopt, 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.

13. Lexington may designate such persons as may be necessary to monitor and evaluate the services rendered hereunder by Greater Lex. Lexington, 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 these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Greater Lex.

14. Greater Lex agrees that all revenue and expenditures 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 shall be submitted to the Government within ten (10) days of completion.

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

For Organization: Greater Lex, Inc.
c/o President
330 East Main Street
Lexington, Kentucky 40507
Attn: Andi Johnson (or as otherwise designated in writing)

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

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

17. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Greater Lex or Lexington.

18. 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.

19. 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.

20. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Greater Lex acknowledges that Lexington

may make a material change only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

21. 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.

22. 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.

IN WITNESS WHEREOF, the parties certify that they have been duly authorized to execute, deliver and perform this Agreement, and have executed it as of the date first herein written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
LINDA GORTON

ATTEST:

_____
Abigail Allan
URBAN COUNTY COUNCIL CLERK

GREATER, LEX, INC.

BY: _____
STEVE BYARS, AS _____

COMMERCE LEXINGTON, INC.

BY: _____
STEVE BYARS, BOARD CHAIR

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The Agreement was subscribed, sworn to and acknowledged before me by Steve Byars, as the Board Chair of Commerce Lexington, Inc., on this the _____ day of _____, 2024.

My commission expires:_____

_____
NOTARY PUBLIC, STATE AT LARGE, KY

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The Agreement was subscribed, sworn to and acknowledged before me by Steve Byars, as _____ of Greater Lex, Inc., on this the _____ day of _____, 2024.

My commission expires:_____

_____
NOTARY PUBLIC, STATE AT LARGE, KY

EXHIBIT A

Lexington/Fayette Urban County Government
Addendum for Services
Greater Lex

Scope of Work

As part of the administration of the Initiative, Greater Lex will:

- Work with regional governmental and economic development partners across the Bluegrass on the following non-exclusive list of priorities:
    1. Emphasizing strategies to increase workforce participation in the region;
    2. Improving availability and affordability of housing for the region;
    3. Developing new leaders and engage more people in regional collaboration efforts;
    4. Working within the region to have a supply of shovel-ready sites for economic development projects;
    5. Investing more regionally in workforce/job training efforts;
    6. Emphasizing on infrastructure improvements; and
    7. Providing more work experience for students in the region.
- Provide a semi-annual program status report to the Lexington Economic Development Investment Board on the Program
- Provide an update as requested by the Chair of the Lexington-Fayette Urban County Council Budget, Finance & Economic Development Committee
- Provide a final comprehensive report to the Lexington-Fayette Urban County Council Budget, Finance & Economic Development Committee and the Chief Development Officer within forty-five (45) days after the final report/completion of Initiative's work.

4884-7741-4835, v. 4

EXHIBIT B

Lexington/Fayette Urban County Government
Addendum for Services
Commerce Lexington

GOVERNMENT CONTRIBUTIONS – REGIONAL COMPETITIVENESS PLAN

COMMERCE LEXINGTON REGIONAL ECONOMIC DEVELOPMENT PLAN GOVERNMENT CONTRIBUTIONS			
PARTICIPATING COUNTY	POPULATION	$1 PER CAPITA COUNTY CONTRIBUTION	GOVERNMENT FUNDING RECEIVED AS OF MAY 31, 2024
Bourbon County	20,300	$ 20,300	
Clark County	36,871	$ 36,871	
Fayette County	322,570	$ 322,570	
Franklin County	51,600	$ 51,600	
Jessamine County	53,626	$ 53,626	
Madison County	95,135	$ 95,135	
Montgomery County	28,200	$ 28,200	
Scott County	60,149	$ 60,149	
Woodford County	27,450	$ 27,450	
	675,601	**$ 675,601**	

Government funding received as of May 31, 2024 only includes funding from local city and county governments. Completed exhibit due by June 4, 2024 at 12:00pm (Noon).

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH COMMERCE LEXINGTON AND GREATER LEX, INC., TO PROVIDE $130,000.00 IN FUNDING TO GREATER LEX, INC. FOR THE REGIONAL ECONOMIC DEVELOPMENT COLLECTIVE, AND TO ASSIGN THE PREVIOUS AGREEMENTS AND FUNDING FOR THE COLLECTIVE FROM COMMERCE LEXINGTON TO GREATER LEX, INC.

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 an Agreement, which is attached hereto and incorporated herein by reference, with Commerce Lexington, Inc. and Greater Lex, Inc., to provide $130,000.00 in funding to Greater Lex, Inc. for the Regional Economic Development Collective, and to assign the previous agreements and funding for the Collective from Commerce Lexington to Greater Lex, Inc.

Section 2 – That an amount, not to exceed the sum of $130,000.00, be and hereby is approved for payment to Greater Lex, Inc., from account #1144-136102-78103, 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 URBAN COUNTY COUNCIL
0413-24:TAH:4868-9709-4840, v. 1

RESOLUTION NO. 223 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH COMMERCE LEXINGTON AND GREATER LEX, INC., TO PROVIDE $130,000.00 IN FUNDING TO GREATER LEX, INC. FOR THE REGIONAL ECONOMIC DEVELOPMENT COLLECTIVE, AND TO ASSIGN THE PREVIOUS AGREEMENTS AND FUNDING FOR THE COLLECTIVE FROM COMMERCE LEXINGTON TO GREATER LEX, INC.

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 an Agreement, which is attached hereto and incorporated herein by reference, with Commerce Lexington, Inc. and Greater Lex, Inc., to provide $130,000.00 in funding to Greater Lex, Inc. for the Regional Economic Development Collective, and to assign the previous agreements and funding for the Collective from Commerce Lexington to Greater Lex, Inc.

Section 2 – That an amount, not to exceed the sum of $130,000.00, be and hereby is approved for payment to Greater Lex, Inc., from account #1144-136102-78103, 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:

CLERK OF URBAN COUNTY COUNCIL

0413-24:TAH:4868-9709-4840, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0418-24

File ID:	0418-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	108-2024	**In Control:**	Urban County Council
				File Created:	04/12/2024
File Name:	Professional Service Agreement – Legacy Business Park Site Marketing			**Final Action:**	04/25/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Professional Service Agreement with Cushman & Wakefield, U.S., Inc. For the continued marketing and sale of the 200-acre Legacy Business Park and Coldstream 50-acre sites, at a cost of six percent (6%) of land sales. [Mayor's Office, Bencz]

Notes: In office 4/25/2024. MS

Stamped and executed while MS was on FMLA.

Sponsors:		**Enactment Date:**	04/25/2024
Attachments:	bluesheet memo - Cushman & Wakefield 20240412, C&W PSA, Exhibit A - RFQ Pkg 51-2022 use, Exhibit B - Gresham Smith Team Response use, Exhibits C and D - Listing Agreement - (003), C&W - Exhibit E - Approach to Development and Marketing use, RESO 0418-24 C&W PSA 4893-9445-3431 v.1.docx, R-197-2024, Contract #108-2024	**Enactment Number:**	R-197-2024
Deed #:		**Hearing Date:**	
Drafter:	Troy Black	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/23/2024	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 0418-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Professional Service Agreement with Cushman & Wakefield, U.S., Inc. For the continued marketing and sale of the 200-acre Legacy Business Park and Coldstream 50-acre sites, at a cost of six percent (6%) of land sales. [Mayor's Office, Bencz]

Summary

Authorization to execute a Professional Service Agreement with Cushman & Wakefield, U.S., Inc., renewing the Agreement in accordance with the requirements of the original listing Agreement, for the continued marketing and sale of the 200-acre Legacy Business Park and Coldstream 50-acre sites at a cost of six percent (6%) of land sales. Funds are Budgeted. (L0418-24) (Bencz/Atkins)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Yes, Completed by [Dave Barberie, 4/14/24]}

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

Fully Budgeted [select]: Yes

Account Number: NA

This Fiscal Year Impact: 6% of land sales

Annual Impact: 6% of land sales

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

KEVIN ATKINS
CHIEF DEVELOPMENT OFFICER

TO: Mayor Linda Gorton
Urban County Council

FROM: Craig Bencz
Admin. Officer Sr.

CC: Kevin Atkins
Chief Development Officer

DATE: April 11, 2024

SUBJECT: Professional Service Agreement – Legacy Business Park Site Marketing

---

Request

Request Council authorization to execute a Professional Service Agreement with Cushman & Wakefield, U.S., Inc. for the continued marketing and sale of the 200-acre Legacy Business Park and Coldstream 50-acre sites.

Reason for Request

Request for Qualifications ("RFQ") No. 51-2022 was advertised in August 2022 for the purpose of seeking proposals from qualified firms to implement the Legacy Business Park Master Plan, manage the design and construction of the project, and market the site as well as the 50-acre Coldstream site.

This PSA renews the Agreement with Cushman & Wakefield, U.S., Inc. in accordance with the requirements of the original Listing Agreement.

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

The cost for this FY is: 6% of land sales

The cost for future FY is: 6% of land sales

Are the funds budgeted?

N/A

Account number: N/A

File Number: 0418-24

Director/Commissioner: Bencz/Atkins

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement"), made and entered into on the ____ day of April, 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **CUSHMAN & WAKEFIELD, U.S., INC.**, a Missouri corporation, ("Organization") with offices located at 201 E. Fourth Street, suite 1800, Cincinnati, OH 45202.

W I T N E S S E T H

WHEREAS, the parties previously entered a Professional Services Agreement on February 13, 2023; and

WHEREAS, LFUCG and Organization wish to continue the relationship created by the above mentioned agreement.

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

1. EFFECTIVE DATE; TERM. This Agreement shall commence on April ____, 2024 and shall be for an initial term of two (2) years unless terminated by LFUCG at an earlier time. This Agreement is subject to automatic renewal for up to two (2) additional terms of one (1) year each, unless LFUCG determines that it does not wish to exercise the option to renew.

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" – LFUCG RFQ No. 51-2022, Legacy Business Park Site Development
b. Exhibit "B" – Organization's Response to RFQ
c. Exhibit "C" – Listing Agreement For Sale
d. Exhibit "D" – Schedule of Commissions For Sale
e. Exhibit "E" – Approach to Development & Marketing (Scope of Work)

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 "C", "A", "D", "E", and "B" in that order.

3. SCOPE OF SERVICES. Organization shall perform the services outlined in the attached Exhibits for LFUCG in a timely, workmanlike and professional manner (the "Services").

4. PAYMENT. LFUCG shall pay Organization 6% of the total sales price for the performance of the Services in accordance with Exhibit "C". Payments shall be made in accordance with Exhibit "D". Absent any additional written agreement stating otherwise, any travel or other expenses are included in the above payment.

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. Notwithstanding the expiration and/or earlier termination of this Agreement, Organization shall be entitled to a commission in accordance with the provisions of the provisions of Exhibit "C" and Exhibit "D".

6. REPORTING. Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified and agreed upon by and between Organization and LFUCG.

7. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization, its affiliate and/or its cooperating broker, to the extent applicable, 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 persons signing this Agreement on behalf of Organization and LFUCG are fully authorized to do so.

8. INSURANCE; INDEMNITY.

The risk management provisions of RFQ No. 51-2022, as revised the modifications thereto contained in Exhibit "C", are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to the LFUCG as required therein.

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 one (1) year following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement upon payment in monies owed Organization. Organization shall not be held liable for reuse of documents or modifications thereof by LFUCG or its representatives for any purpose other than the original intent of this Agreement without written authorization of Organization.

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

10. 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.

11. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. In performing its obligations hereunder and with respect to all employees sought to be hired in connection with the same, 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 to the extent required by applicable law; and (c) direct 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 to the extent required by applicable law. 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 made available to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

13. ANNUAL AUDIT. Organization 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.

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

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

16. 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.

17. **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.

18. **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.

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

For Organization:

Cushman & Wakefield U.S., Inc.
201 East 4th Street, Suite 1800
Cincinnati, OH 45202
Attention: Managing Principal

With a copy to:

Cushman & Wakefield U.S., Inc.
201 East 4th Street, Suite 1800
Cincinnati, OH 45202
Attention: David Kelly, Managing Director

With a copy to:

Cushman & Wakefield U.S., Inc.
1290 Avenue of the Americas
New York, NY 10104
Attention: Legal Department

For Government:

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

20. **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.

21. ENTIRE AGREEMENT. This Agreement, including all exhibits hereto, 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.

22. DISPUTE RESOLUTION. Subject to either party's right to terminate this Agreement in accordance with Exhibit "C" hereto, LFUCG and Organization agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. In the absence of such termination, Organization shall continue to perform services for the Project and LFUCG shall pay for such services during the dispute resolution process unless LFUCG issues a written notice to suspend work.

23. FORCE MAJEURE. Organization shall not be liable for any damages caused by any delay that is beyond Organization's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

24. INSURANCE AND LIABILITY. Organization shall maintain the insurance, coverage limits, and insurance conditions required in Section 8 herein during the period of service. LFUCG will be included as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

25. STANDARD OF CARE. Services provided by Organization under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Organization makes no warranty or guaranty, either express or implied. Organization will not be liable for the cost of any omission that adds value to the Project. Organization's standard of care shall not be altered by the application, interpretation or construction of any other provision of this Agreement.

26. SUSPENSION OF WORK. LFUCG may suspend services performed by Organization with cause upon thirty (30) days advance written notice. Organization shall submit an invoice for services performed hereunder in accordance with Exhibit C and Exhibit D hereto and LFUCG shall pay Organization all outstanding invoices within thirty (30) days.

[SIGNATURE PAGE FOLLOWS]

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
Clerk of the Urban County Council

CUSHMAN & WAKEFIELD, U.S., INC

BY:_____
Kevin Hughes – Managing Principal

DATE: _____

Lexington-Fayette
Urban County Government

Request for Qualifications

The Lexington-Fayette Urban County Government hereby requests proposals for **RFQ #51-2022 Legacy Park Business Site Development** 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 **September 19, 2022.** All forms and information requested in RFQ 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 one hundred twenty (120) 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 RFQ while this RFQ is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to

his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as <u>special conditions</u> 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.

<u>LFUCG Non-Appropriation Clause</u>

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 RFQ process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFQ process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFQ process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFQ processes. If, based on this review, a RFQ process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFQ recommendation must be filed within 3 business days of the RFQ recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

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:

1. Adherence to all six submission requirements and the professionalism of the written response. **10 points**
2. Specialized qualifications, experience and technical competence of the respondent with regard to the services requested. **30 points**
3. Familiarity with the details of the project and proposed approach to providing the required services, with emphasis on comprehensive and innovative project approaches. **25 points**
4. The past record and performance on similar projects with governmental agencies and private industry with respect to such factors as control of cost, quality of work, and ability to meet schedules. **25 points**
5. The capacity of the respondent to perform the work within time limitations, providing for clear explanation for project timeline adjustments as necessary in the response. **10 points**

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be submitted via IonWave at: https://lexingtonky.ionwave.net

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

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

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of_____, the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me

by _____ on this the _____ day

of _____, 20__.

My Commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

- Section 503 of the Rehabilitation Act of 1973 states:

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

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

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

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

****

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

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

Bidders

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

_____ _____

Signature *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	**Total**	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		**Total**	
		M	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
Total:																	

Prepared by: _____Date: _____/_____/_____

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF CENTRAL PURCHASING
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 Central Purchasing
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 Central Purchasing (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 Central Purchasing 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 MWBDE 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 MWBDE 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 Central Purchasing
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 Central Purchasing):

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	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@nwboc.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/RFQ/Quote Reference #_____

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFQ/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 Central Purchasing 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/RFQ/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/RFQ/Quote Reference #_____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFQ/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 Central Purchasing 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/RFQ/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 Addres	**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 Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFQ/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/RFQ/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 Central Purchasing 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 MWBDE 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 MWBDE 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	**Company Representative**
_____	_____
Date	**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 RFQ 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 RFQ. 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 RFQ to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFQ: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ, 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 RFQ, proposer states that it understands the meaning, intent and requirements of the RFQ and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent**,** Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

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

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

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

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

_____ _____

Signature Date

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.

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

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

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

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Auto Liability	$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	$100,000
Professional (E&O) Liability	$1 million per occurrence
Excess/Umbrella Liability	$10 million per occurrence

The policies above shall contain the following conditions:

a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

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

c. 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

Request for Qualifications (RFQ):
Legacy Business Park Site Development

The Lexington-Fayette Urban County Industrial Development Authority Inc. (IDA) in Lexington, KY is seeking a real estate and construction team to manage the development of the Legacy Business Park site located on Georgetown Road and to manage implementation of its Master Plan. The project is a generational opportunity for light industrial and commercial development within Lexington's existing Urban Service Boundary. The project will require the selected team to work with the IDA to finalize development planning, obtain all required permits and approvals for development, and manage construction of the infrastructure on 200 acres of land.

The selected team will also be required to provide an approach to marketing and managing the available sites on both the 200 acre Legacy Business Park as well as a nearby 50 acre build-ready P-2 zoned site owned by the Lexington-Fayette Urban County Government (LFUCG). The sites located on the 50-acre property are currently available for sale and development, and will be developed consistent with the University of Kentucky's design guidelines, as it adjoins their Coldstream Research Campus. ***For purposes of this RFQ, all tasks are intended only for the 200 acre Legacy Business Park site with the exception of real estate management, which will also include the adjacent 50 acre site.***

LFUCG intends to select a single team to complete all required tasks for this project. However, consideration will be given to selecting multiple respondents to accomplish all tasks if necessary. Phase I of this project is being funded through the American Rescue Plan Act (ARPA), and the selected team must comply with ARPA reporting and other requirements.

Industrial Development Authority History and Mission
Lexington-Fayette Urban County Council created the IDA through ordinance in 2019 as a non-profit development entity to act as an agency for the LFUCG. It is tasked with: aiding in the acquisition, retention, and development of land for industrial and commercial purposes in Fayette County; aiding in the development and promotion of industrial sites, parks, and subdivisions for accommodating industrial and commercial needs; and promoting and stimulating the acquisition, retention, and development of land for industrial and commercial purposes in Fayette County by other local development organizations.

Site Description and Details
The Legacy Business Park includes 200 acres of land formerly used by the University of Kentucky's College of Agriculture for dairy and poultry research, as well as an adjacent 50 acres of land ready for development. Both sites are within the current Urban Service Boundary and adjacent to the Coldstream Research Campus and Coventry neighborhood, as well as across Georgetown Road from the Kearney Hills neighborhood. The 50 acres currently ready for development are subject to design standards as adopted for Coldstream Park (see website included in References).

Through an agreement with the University, LFUCG and the IDA took ownership of the property in July 2022 to develop it as a business park for job creation purposes. The Master Plan for the property contains approximately 135 acres of developable land across 13 parcels ranging from 8 to 21 acres in size. A total of 45 acres are dedicated to open space that connects to the existing 22-mile connected bike and pedestrian trail, and the final 20 acres are dedicated to infrastructure for the project.

The IDA seeks to follow the below guiding principles in developing the property:

- Attract businesses with a significant number of high paying jobs to the business park;
- Integrate the Legacy Trail and open space into the park; and
- Serve as a good neighbor to adjacent residential properties.

The property is currently zoned as a restricted I-1. The restricted I-1 zoning will allow for light industrial development geared towards high paying jobs. Restrictions are in place to prohibit businesses that may be incompatible with adjacent residential neighborhoods or do not efficiently make use of the limited industrial property for high employment/wages (i.e. distribution centers, storage lots, etc.).

Phasing

This project will be conducted in phases. **This RFQ is for the phased design of the entire 200 acre site (all Phases), and for the design, administration, and construction management of improvements within Phase I as identified on the attached exhibit.** The selected team may also be chosen to develop future phases of infrastructure development for the site.

Tasks / Work Products

1. Development Subdivision Planning

   The selected team will include a Kentucky licensed professional engineer, and will coordinate with the IDA and lead the effort to create and submit required development and subdivision plans for the entire 200 acre Legacy Business Park site, including any required platting. The plans will follow LFUCG requirements and follow agreed upon sequencing of development of the parcels. The Master Plan identifies proposed development parcels, and alignment of the parcels is intended to be flexible to respond to market and specific user requirements. The selected team will work with the IDA to refine and implement a phasing plan for the infrastructure installation and ultimate sale of the individual parcels. This may be influenced by the installation of the infrastructure, the sale of specifically requested parcels, and other factors. Specific tasks will include:

   - Filing through Certification of a Preliminary Subdivision Plan, which may include waiver request(s).
   - Filing through Certification of final record plats, including coordinating and expediting sign-offs from utility companies.

- Submittal of an Improvement Plan Progress Report (50% of infrastructure design) to the Planning Commission, required by Article 4-5(b) of the Land Subdivision Regulations.

2. Zone Change

   The entire site was recently zoned I-1 consistent with the intended use. However, the zoning of a single parcel fronting Georgetown Road will be changed to a Business zone to provide commercial use that will serve the adjacent residential community as well as Legacy Business Park. The selected team will lead the application and review process for the zone change from pre-application through Council approval, and ensure that the commercial site is appropriately integrated into the overall site. This task will require a land surveyor or engineer to prepare the legal description and notice area maps, and a justification statement (narrative) must support the request. This task will take a minimum of four months.

3. Infrastructure Permitting, Phase I Construction, and Construction Administration

   The selected team will be responsible for working with LFUCG and other regulatory entities to receive proper permitting to begin construction on the Phase I infrastructure as outlined in the Master Plan. Responses should be comprehensive and include all required permits (internal to LFUCG as well as external agencies) required for infrastructure installation. Changes to the prescribed infrastructure must be agreed upon by IDA. Infrastructure includes, but is not limited to, roads, electric, water, sewer, stormwater, gas, internet/fiber, telecommunications, and connection to the Legacy Trail, as well as grading and other site improvements associated with the Master Plan. The selected team will be responsible for coordinating with utility companies, water and stream management regulatory agencies, and other public agencies throughout the process.

   The team will prepare engineering plans for the entire 200 acre Legacy Business Park site, and construction documents and the bid packages for the Phase I infrastructure improvements, inclusive of and compliant with the requirements of Article 4 ("Improvement Plan Procedure") of the Land Subdivision Regulations. Bid packages and RFQ documents will be compliant with the infrastructure funding sources reporting and procurement requirements. This may include, but is not limited to local, state, and specific federal departmental requirements.
   Detailed engineering design requirements for the Legacy Business Park site will be discussed during the contract negotiation phase of this RFQ, and will include expectations for deliverables for preliminary design, final design, bidding, construction administration, and resident inspection.

   The selected team will also provide construction administration for the installation of the Phase I infrastructure and site preparation. This will include oversight of contractors as well as any documentation and oversite needed to comply with local, state, and/or

federal requirements related to the funding sources for the improvements. This may include, but is not limited to, documentation for grant applications and subsequent reporting and management, American Rescue Plan Act ("ARPA") requirements, and assistance with any audits or reviews related to the funds.

They will be required to coordinate with the Kentucky Transportation Cabinet and LFUCG on adjacent, off-site roadway improvements, right of way changes along US-25, and intersection improvements as they relate to the site.

Coordination with adjacent neighborhoods is an important component of this project, and the selected team will be expected to provide regular updates to community partners throughout the project, which should include the development and maintenance of a project website.

4. Real Estate Management

This task applies to both the Legacy Business Park site as well as the adjacent 50 acre (P-2 zoned) sites. The selected team will be responsible for marketing the project to businesses on a national scale, including, but not limited to, the use of national resources for commercial/industrial real estate sales. They will create and maintain project branding and marketing materials for the park as part of its real estate services. The marketing plan will include, but may not be limited to, website creation and management, print materials, signage/logo development, video, and development of marketing graphics. Marketing efforts should create an identity for the project and reflect a brand that achieves the economic development goals of IDA and its partners. The marketing strategy will include both the light industrial site as well as the adjacent 50-acre office site (see website included in References) to present a clear and consistent approach to the entire area. The marketing of the sites should begin upon award of contract and continue through buildout of both sites.

The selected team will work with the IDA to recruit businesses that meet established wage and employment goals for businesses locating on the property. They will also work with IDA to set sales and revenue targets, and then be responsible for contract negotiations with third parties. All parcels will be strictly for sale, and no lease arrangements will be entered into for this property.

It's also expected that the selected team will recruit retail/commercial businesses to one or more parcels fronting Georgetown Road. This may include restaurants, retail, or service businesses at IDA's discretion that serve as an additional asset to the park and surrounding neighborhoods. The team will work with staff and project partners to identify appropriate types of businesses and will amend the zoning as necessary to accommodate them. Appropriate parties were made aware of the future zone amendment during the zone change to I-1.

The selected team will lead in recruiting businesses as well as serving as the broker on real estate transactions. Recruitment of businesses to the entire project area is anticipated to begin upon award of the contract, with an emphasis on the build-ready sites.

5. Property Maintenance and Tenant Oversight

   The selected team will provide general property maintenance and oversight of tenants as the site builds out. This will include:
   - Coordination of general grounds maintenance and coordination of activities such as mowing, weed eating and cleaning of the general areas through a third party contractor under agreement with LFUCG; and
   - Overall maintenance of infrastructure located in common areas, including:
     - roads and sidewalks (repairs, sweeping, snow removal, pothole repair/patching)
     - All installed utilities including, but not limited to, street lights, signage, transformers, fire hydrants, utility poles, and storm drains
     - General cleaning of debris on a regular basis.

6. Design Standards

   The team will also work with LFUCG staff in developing and implementing design standards for the park, which may include, but are not limited to, building and way-finding signage, building materials, and landscaping. These standards will be developed in conjunction with the IDA as part of the covenants and restrictions for the park. Tenants will also be required to adhere to design guidelines as approved and codified for Legacy Business Park. The selected team may work with IDA on the development of design guidelines and the team should include legal expertise to draft the necessary language for the guidelines, covenants, and restrictions. Final language will be reviewed and approved by IDA.

Project Timeline

Notice to proceed anticipated in fall 2022 with a desired project timeline of six to eight months for planning, engineering, and permitting tasks, with construction to commence on an aggressive schedule immediately thereafter.

Partner Coordination

The selected team will coordinate with LFUCG's Chief Development Officer and their economic development partners under the direction of the IDA and its officers. This will include regularly scheduled project meetings, the establishment of progress benchmarks, and maintenance of a comprehensive project schedule that is tied to deliverables.

Respondent Requirements and Qualifications

The respondent should demonstrate a team with experience in the following: real estate marketing, public-private partnerships, site design, development/infrastructure permitting, development of final development plans, construction and installation of infrastructure related to light industrial development, and construction management.

Maintenance of Project Schedule
The selected team shall provide a preliminary project schedule indicating deadlines for deliverables. The selected team will be responsible for developing and maintaining the project schedule throughout the project timeline.

Submittal Requirements
The response proposal shall be submitted via IonWave. Each response must include the following:

1. Full team composition: team lead, brief bios, company history, individual experience, capacity to work on this project, and expected rate of participation on the project from the primary respondent and subcontractors.
2. Why your team is best suited for this project. What innovative ideas or unique experience does your team bring to the table?
3. Examples of projects of similar scope performed by the firm/team and the personnel that will be assigned to the project from the past 10 years. Include project references. Relevant project descriptions should include:
    - Specific individuals who worked on the projects.
    - The roles of the team members and subconsultants.
    - Project cost and funding stack description.
    - The project timing/schedule.
    - Absorption rates and status of each project.
    - Other relevant information that may relate to this project.
    - Project reference contact information.
4. Outline of the team's project approach, project milestones, and a timeline for completing all development planning, engineering and permitting tasks. Include a draft schedule for completion of permitting and physical improvements in Phase I, and an outline of construction management services that will be provided.
5. Describe your team's approach to implementing the scope of work to develop, market, and sell the property in a way that is most appropriate for the long-term future of Legacy Business Park, the adjacent 50 acre site, and Lexington. Include any thoughts on specific business types or industries most appropriate for benefiting Lexington as well as an infrastructure and development implications beyond the Master Plan that may impact recruiting specific sectors.
6. Describe initial proposals for benchmarking progress of the development and sale of the sites, e.g. absorption rate, amount of investment, percent of park developed etc. and what targets should be expected. Final benchmarks will be established between the selected team and IDA.

Selection Criteria

A selection committee will evaluate each respondent based on their qualifications and level of knowledge and experience working on projects of similar scope and scale. Respondent qualifications will be demonstrated and evaluated by:

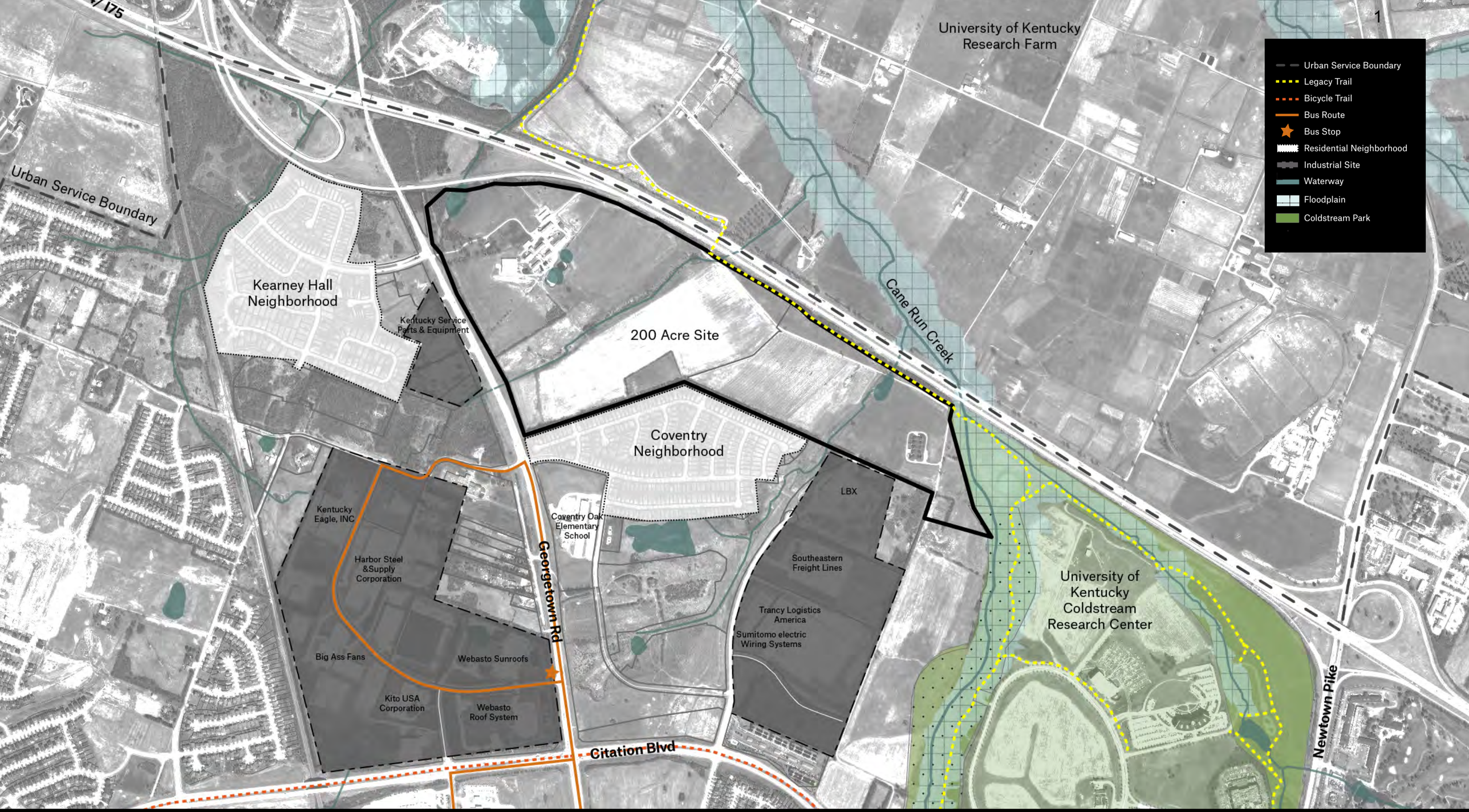
1. Adherence to all six submission requirements and the professionalism of the written response. **10 points**
2. Specialized qualifications, experience and technical competence of the respondent with regard to the services requested. **30 points**
3. Familiarity with the details of the project and proposed approach to providing the required services, with emphasis on comprehensive and innovative project approaches. **25 points**
4. The past record and performance on similar projects with governmental agencies and private industry with respect to such factors as control of cost, quality of work, and ability to meet schedules. **25 points**
5. The capacity of the respondent to perform the work within time limitations, providing for clear explanation for project timeline adjustments as necessary in the response. **10 points**

Attached References

- Master Plan and Phasing Map
- Zoning Restrictions for the Site
- 2021 Implementation Memorandum
- Master Plan and Coldstream Campus Information

Legacy Business Park

LEXINGTON
Industrial Authority



Site Context

Exhibit 1

Lexington-Fayette County
Government Industrial Authority

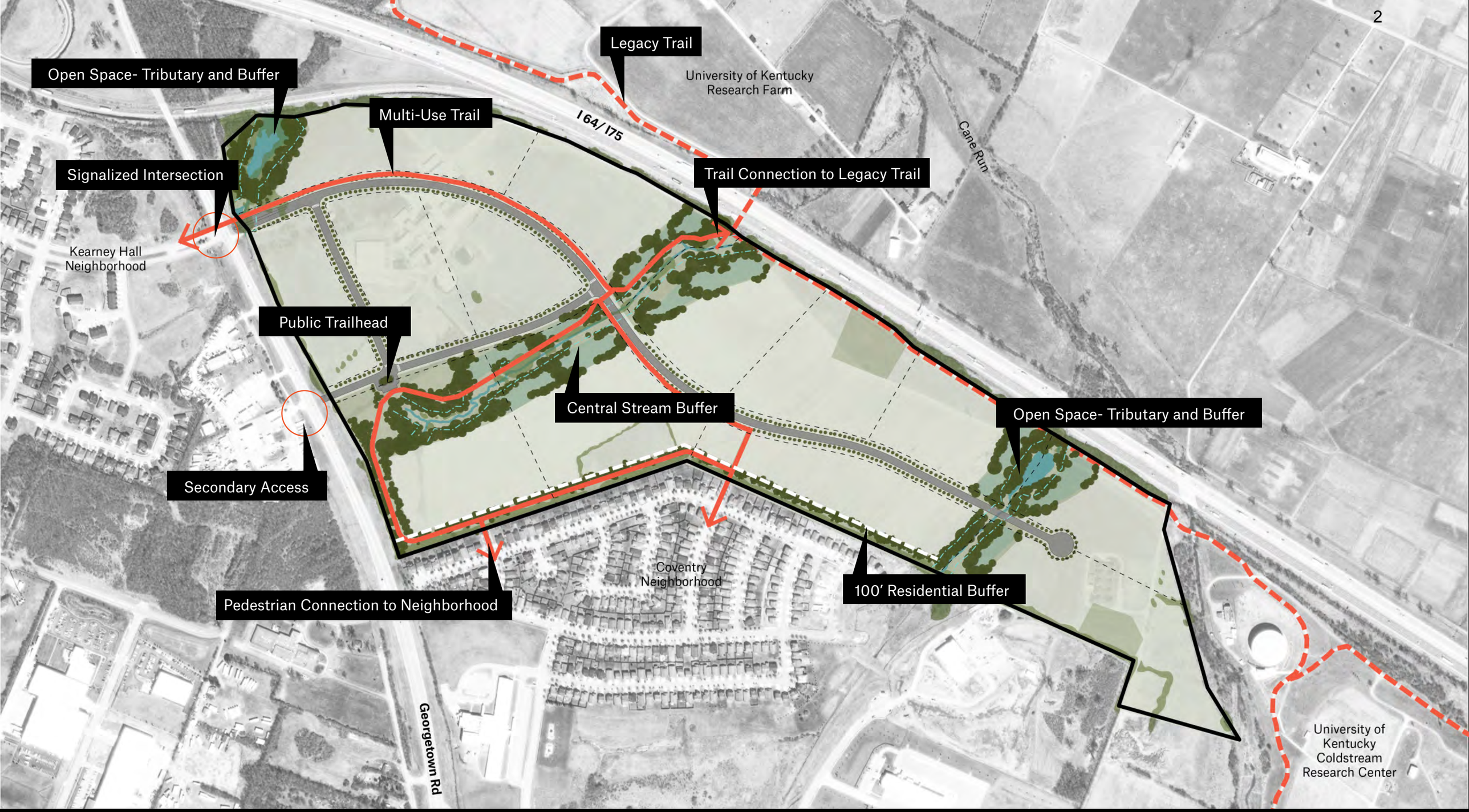
Coldstream

Lexington, KY

2021

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Master Plan

Exhibit 2

Lexington-Fayette County
Government Industrial Authority

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2021

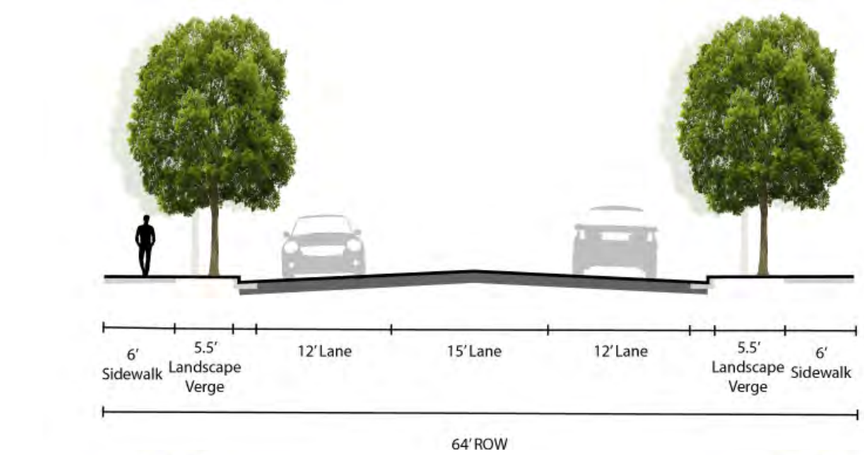
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Typical Roadway Sections

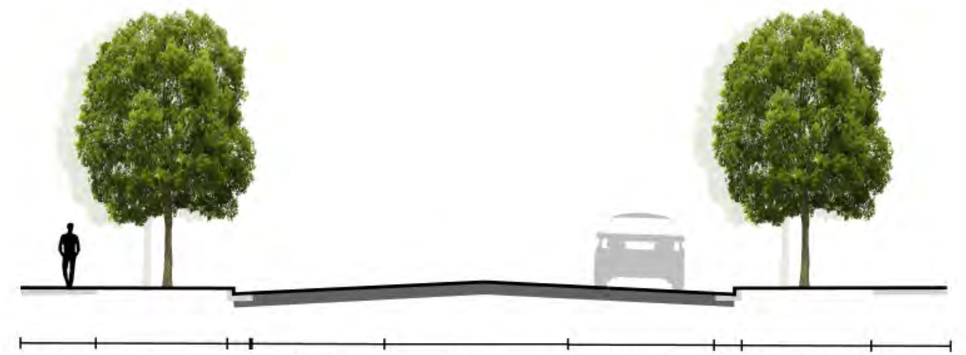
Minor Collector Road

This minor roadway type connects the two major collectors within the project. From curb to curb, there are two through lanes and a center turn lane.



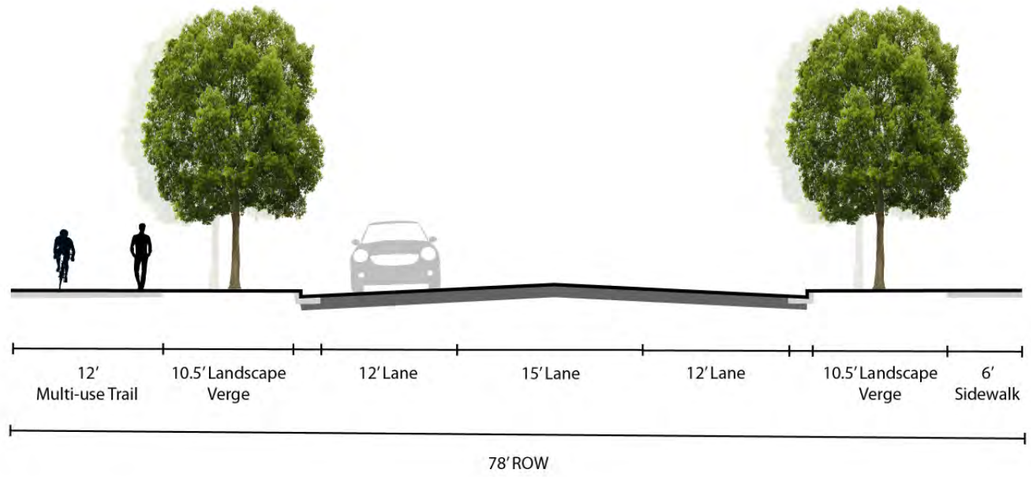
Major Collector Road

This major roadway type maintains the same curb to curb lane configuration as the minor. However, both major types increase the landscape verge.



Major Collector Road with Multi-Use Trail

This major roadway type modifies the standard by replacing a 6′ sidewalk with a 12′ multi-use trail, expanding the right of way.



Typical Roadway Sections

Exhibit 3

Lexington-Fayette County Government Industrial Authority

Coldstream

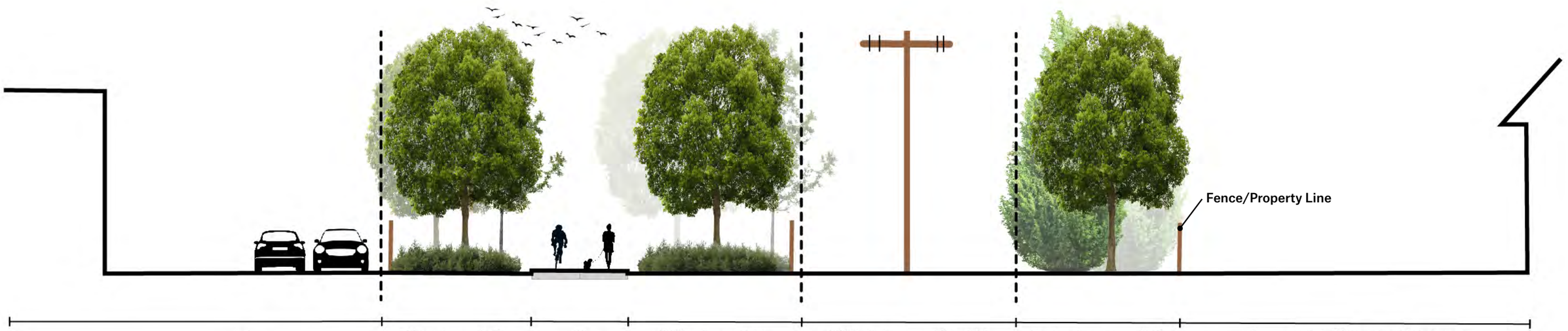
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100’ Residential Buffer Section



Development

Parcels directly adjacent to the 100’ residential set-back must follow all other LFUCG code requirements.

Multi-Use Trail

The multi-use trail follows a portion of the buffer as it connects Coventry to the Legacy Trail. Proposed landscape buffers would fill both sides of the trail.

Utility Easement

There is an exisiting overhead utility easement between the project site and the neighborhood.

Landscape Buffer

Existing landscape would be enhanced with additional plantings where necessary.

100’ Residential Buffer Section

Exhibit 4

Lexington-Fayette County Government Industrial Authority

Coldstream

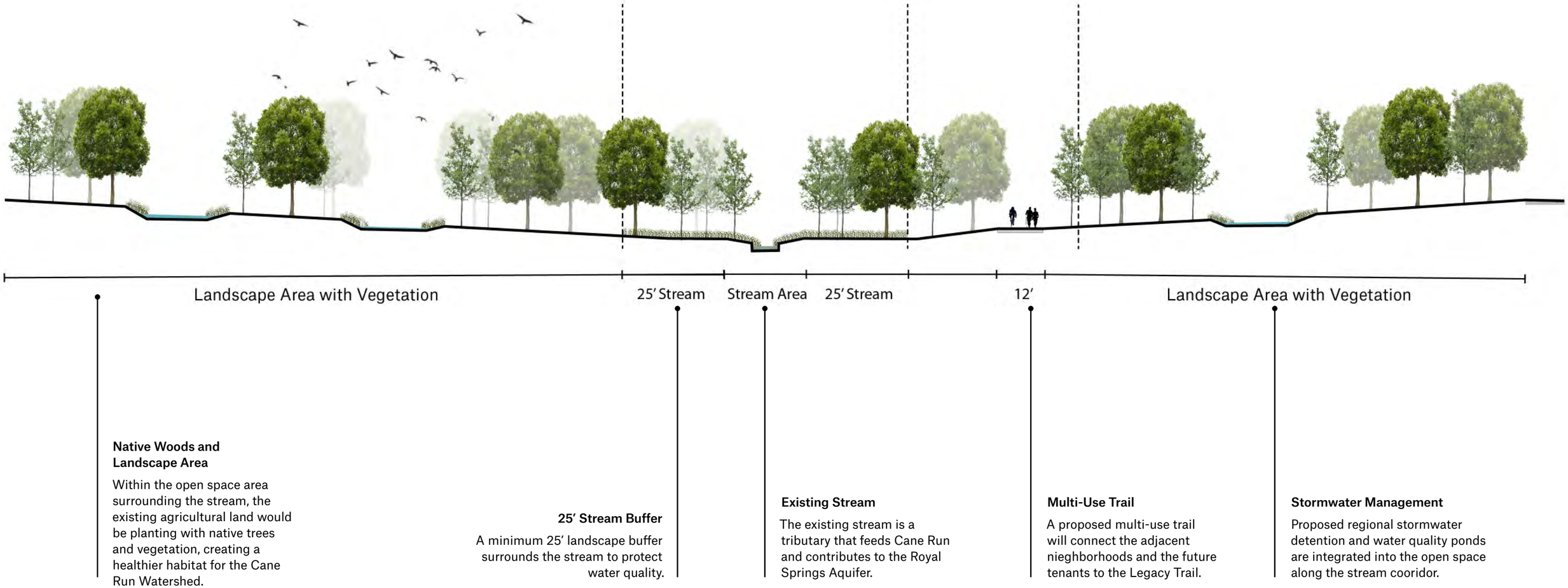
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Central Stream Buffer Section



Native Woods and Landscape Area

Within the open space area surrounding the stream, the existing agricultural land would be planting with native trees and vegetation, creating a healthier habitat for the Cane Run Watershed.

25′ Stream Buffer

A minimum 25′ landscape buffer surrounds the stream to protect water quality.

Existing Stream

The existing stream is a tributary that feeds Cane Run and contributes to the Royal Springs Aquifer.

Multi-Use Trail

A proposed multi-use trail will connect the adjacent nieghborhoods and the future tenants to the Legacy Trail.

Stormwater Management

Proposed regional stormwater detention and water quality ponds are integrated into the open space along the stream cooridor.

Central Stream Buffer Section

Exhibit 5

Lexington-Fayette County Government Industrial Authority

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Site Statistics

Total Site Area	200 acres
Open Space	45 acres (22.5%)
Developable	135 acres
Infrastructure	20 acres



Conceptual Parcel Layout

Exhibit 6

Lexington-Fayette County
Government Industrial Authority

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Potential Development Footprint

Commercial	60,000 sf
Office	390,000 sf
Industrial	936,000 sf
Parking	2,347 min. spaces

I 64/ I 75

University of Kentucky
Research Farm

Cane Run

Kearney Hall
Neighborhood

Coventry
Neighborhood

Georgetown Rd

University of
Kentucky
Coldstream
Research Center

Conceptual Building Layout

Exhibit 7

Lexington-Fayette County
Government Industrial Authority

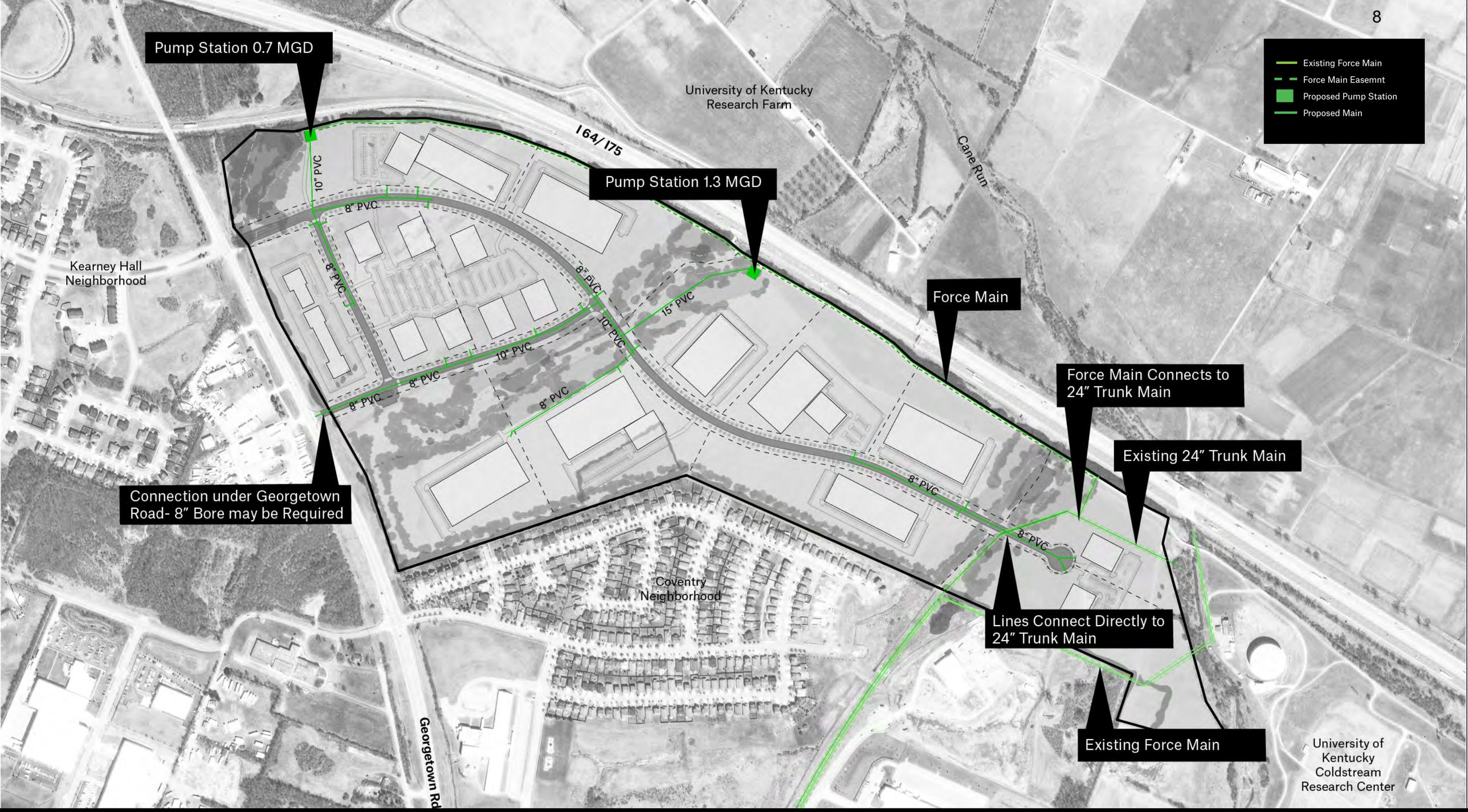
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Conceptual Sanitary Plan

Exhibit 8

Lexington-Fayette County Government Industrial Authority

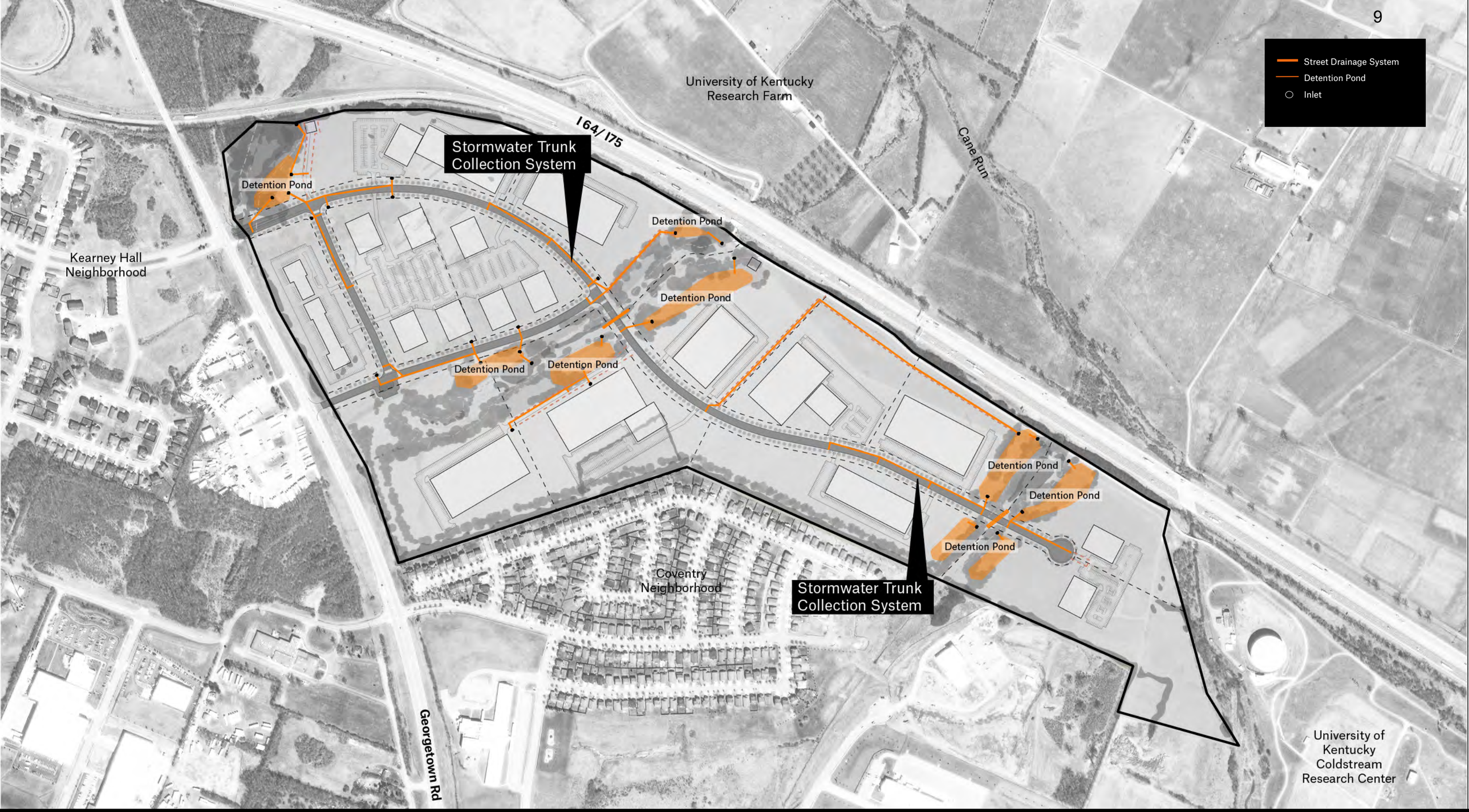
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Conceptual Stormwater Plan

Exhibit 9

Lexington-Fayette County
Government Industrial Authority

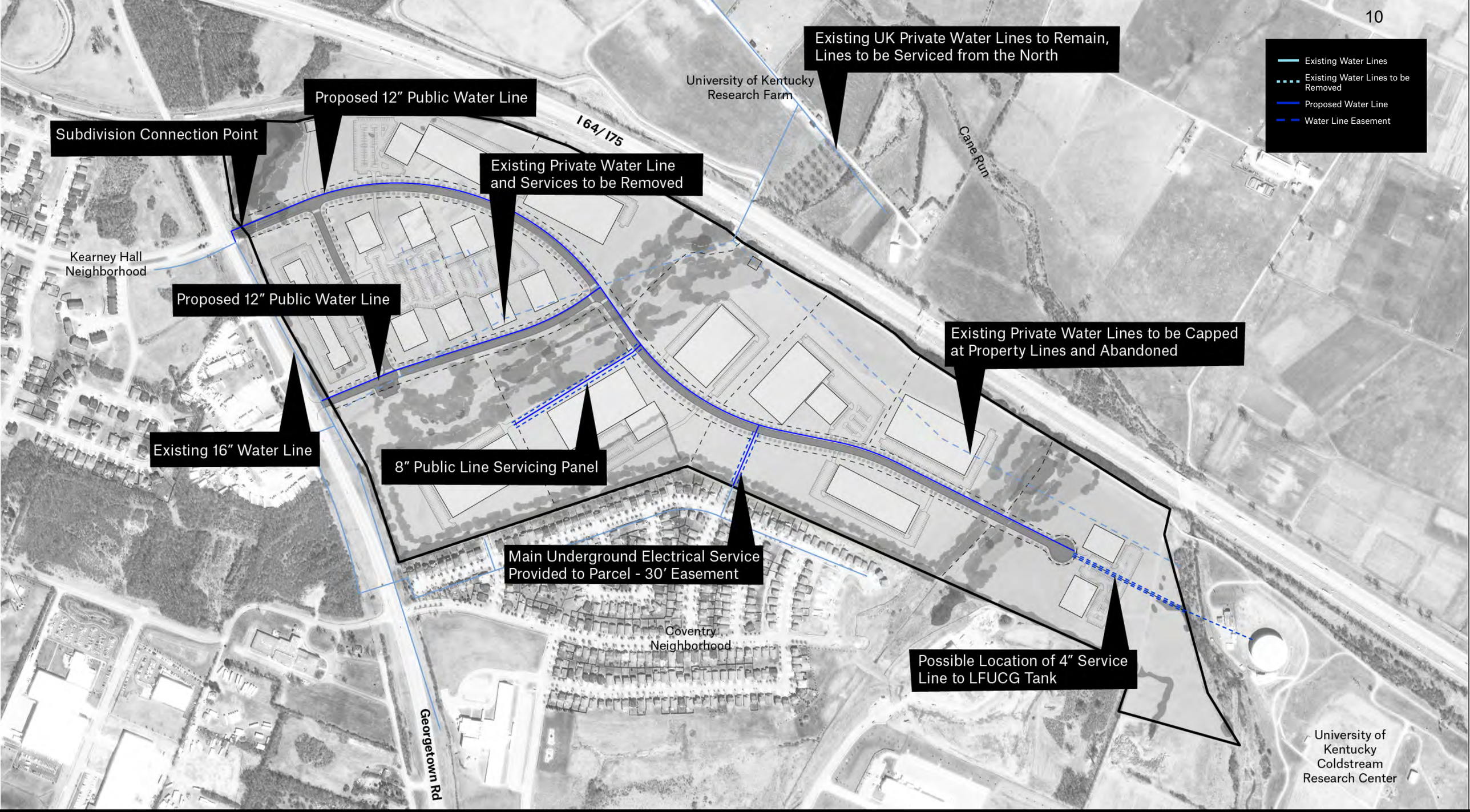
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Conceptual Water Plan

Exhibit 10

Lexington-Fayette County Government Industrial Authority

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Lexington, KY

2021

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Existing Overhead Utilities to be Removed. UK Research Farm to be Served through Project Site

Existing OVerhead to Remain

University of Kentucky Research Farm

I 64/ 175

Cane Run

Existing Overhead Electrial Lines
Existing Electrial Lines to be Removed
Proposed Underground Electrical Lines
Electrial Line Easements

Kearney Hall Neighborhood

Main Underground Electrical Service Provided

Main Underground Electrical Service Provided

Existing Overhead Services to Existing Building to be Removed

Main Underground Electrical Service Provided to Parcel - 30′ Easement

Coventry Neighborhood

Georgetown Rd

Existing Overhead Line to Remain

University of Kentucky Coldstream Research Center

Conceptual Electric Plan

Exhibit 11

Lexington-Fayette County Government Industrial Authority

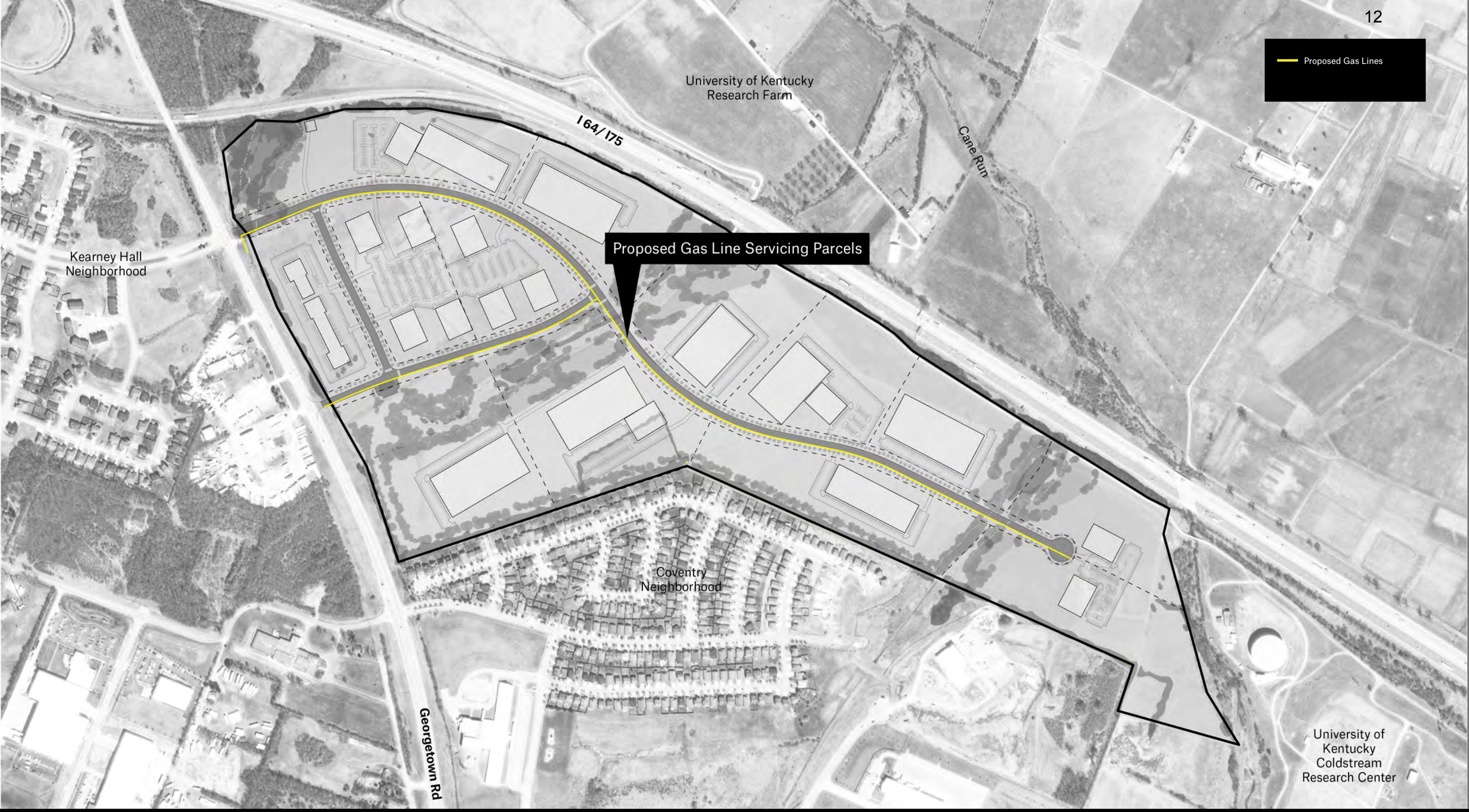
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Conceptual Gas Plan

Exhibit 12

Lexington-Fayette County
Government Industrial Authority

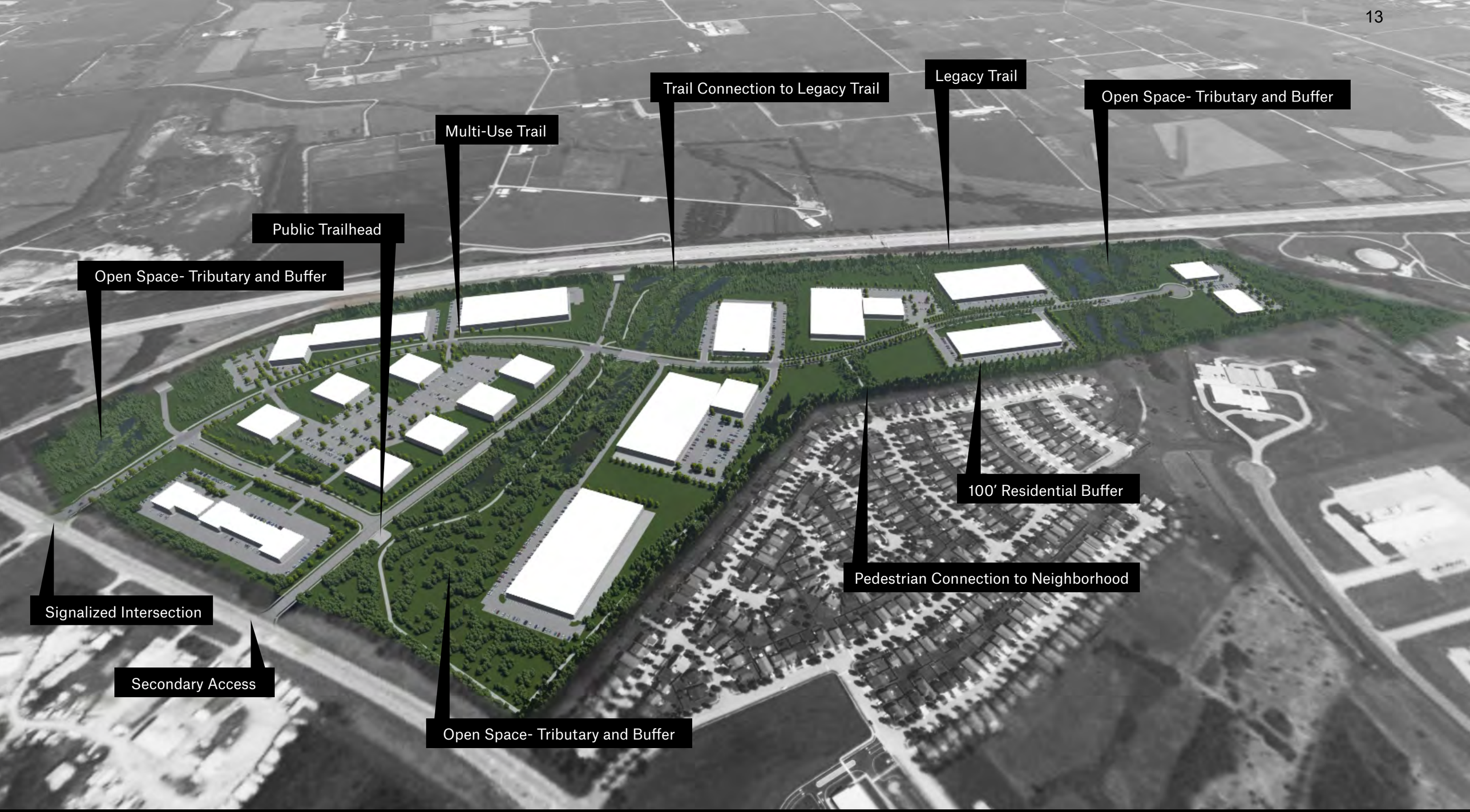
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Perspective Rendering Labeled

Exhibit 14

Lexington-Fayette County Government Industrial Authority

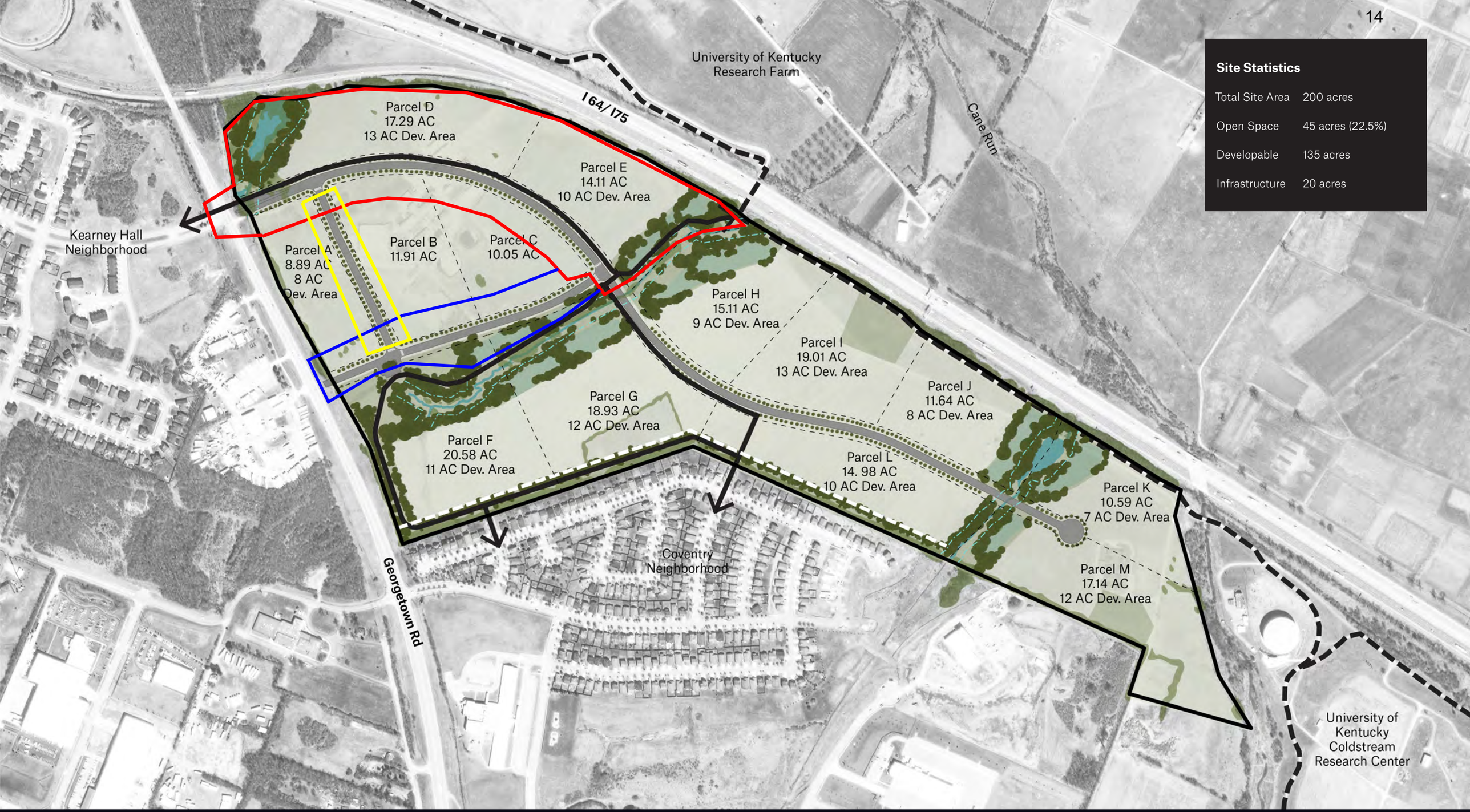
Coldstream

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Site Statistics

Total Site Area	200 acres
Open Space	45 acres (22.5%)
Developable	135 acres
Infrastructure	20 acres

Conceptual Phase I

Lexington-Fayette County
Government Industrial Authority

Coldstream

Lexington, KY

2022

Gresham Smith

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Coldstream Park Master Plan - Full Buildout
Estimated Direct Tax Revenues (Annual)

	Commercial (60,000 Sq Ft)	Office (390,000 Sq Ft)	Industrial (936,800 Sq Ft)	Annual (Total)
Estimated State Direct Tax Revenues				
Property Tax	$17,850	$162,435	$167,219	$347,504
Sales Tax	$1,080,000	$0	$0	$1,080,000
Individual Income Tax	$273,100	$2,403,863	$1,841,280	$4,518,243
Total Direct State Tax Revenues	$1,370,950	$2,566,298	$2,008,499	$5,945,747
Estimated LFUCG Direct Tax Revenues				
Full Service Property Tax	$26,040	$236,964	$243,943	$506,947
General Service Property Tax	$4,500	$40,950	$42,156	$87,606
LFUCG Occupational Tax	$135,000	$1,140,750	$885,276	$2,161,026
Total Direct LFUCG Tax Revenues	$165,540	$1,418,664	$1,171,375	$2,755,579
Estimated Other Local Direct Tax Revenues				
Library Property Tax	$7,500	$68,250	$70,260	$146,010
Extension Service Property Tax	$525	$4,778	$4,918	$10,221
Soil & Water Conservation Property Tax	$90	$819	$843	$1,752
Health Department Property Tax	$4,200	$38,220	$39,346	$81,766
LexTran Property Tax	$9,000	$81,900	$84,312	$175,212
General Fayette County School Property Tax	$121,500	$1,105,650	$1,138,212	$2,365,362
School Occupational Tax	$30,000	$253,500	$196,728	$480,228
Total Direct Other Local Tax Revenues	$172,815	$1,553,117	$1,534,619	$3,260,550
Total Direct Tax Revenues	**$1,709,305**	**$5,538,078**	**$4,714,493**	**$11,961,876**

Coldstream 50 Acre Site



Gresham Smith

Memorandum

Prepared For:	Lexington-Fayette County Government Industrial Authority
Prepared By:	Erin Hathaway, PLA — Gresham Smith
Date:	July 7, 2021
Subject:	Implementation Plan — Coldstream Industrial Site Master Plan Gresham Smith Project No. 44874.00

Overview

Located northwest of downtown Lexington and west of the University of Kentucky's Coldstream Research Center, the 200-acre Coldstream Industrial project site (the site) falls within the urban services boundary (see Exhibit 1). The site is currently owned by the University of Kentucky and operates as a dairy farm and research center. The site is in the Cane Run Watershed and has various jurisdictional streams and small waterbodies onsite. Very little of the site is covered by trees due to the historical agricultural land use. The site is often referred to as the Turkey Neck Property.

From November 2020 to June 2021, the Lexington Fayette Urban County Government (LFUCG) Industrial Authority Board (IAB) worked with the consultant team to develop a master plan for the site. This memorandum describes the master plan outcomes, documents decisions made, and outlines the next steps toward implementation.

Land Use

Zoning

The site is currently zoned A-R, Agricultural Rural, A-U, Agricultural Urban, and P-2, Office, Industry, and Research Park. The project team met with LFUCG Planning Director and staff and identified I-1, Light Industrial, as the preferred future zoning. In order to eliminate incompatible land uses and development practices, the staff recommended the rezoning application should include the master plan, design guidelines, and restrictions.

Light Industrial Zoning is "intended for manufacturing, industrial and related uses not involving potential nuisance in terms of smoke noise, odor, vibration, heat, light or industrial waste" according to LFUCG Zoning Ordinance Article 8 Section 22. Along with manufacturing, this zone allows for (permitted and conditional) office, sale of goods, community centers, childcare centers, and food truck vendors that would support the vision of the master plan and the future employees. All lot, yard, and height requirements and buffers stipulated in LFUCG Zoning Ordinance apply to the master plan unless otherwise described in this document.

Restrictions

As recommended by the planning staff, the team has reviewed the Principal Uses, Accessory Uses, and Conditional Uses. The master plan recommends restricting the following uses:

- Columbariums and crematories
- Inflammable underground storage
- Public utility service yard
- Radium extraction
- Railway or truck terminal
- Automobile, truck, ATV, motorcycle, bicycle motocross, or other vehicle or bicycle race tracks
- Penal or correctional institutions
- The above- or below-ground storage for resale of any flammable or nonflammable gas or oxidizer in liquid or gaseous form.

- Concrete mixing and concrete products
- Vehicle storage yards
- Mining of non-metallic minerals

Under the Light Industrial zone, a principal permitted use is B-4 zone. The B-4 zone allows an Office/Warehouse mixed-use project. Within the Office/Warehouse mixed-use, under the Special Provisions section, up to 75% of the floor area of the building or project can be offices, laboratories, and data processing centers. To allow for office space, the development plan for the 200-acre site will stipulate up to 75% of the total floor area can be office. As parcel's are sold and developed, each parcel will amend the development plan and contribute to the overall use square footage.

While the master plan recommends Light Industrial, the project team recognizes the desire to have supporting land uses within the development. Light Industrial does allow for a variety of accessory and conditional uses including retail, recreational facilities, banks, places of religious assembly, community centers, childcare centers, and more. If there was a demand for restaurants and independent retail in the future, a parcel would be required to apply for a rezoning.

Residential Buffer
Along the southern edge, where the property borders residential land use, the master plan calls for a 100' Residential Buffer, see Exhibit 4. Within this proposed buffer there is an existing 30' utility easement, proposed landscape screening, and a proposed access easement for sections of the planned multi-use trail. Exhibit 4 illustrates the intent of the buffer. Within this buffer there shall be no structures or vehicle use areas.

Open Space
The master plan proposes a site-wide open space strategy instead of requiring individual parcels to provide open space during build out. The project team explored the preliminary Open Space ZOTA with LFUCG Planning and agreed to a 20% minimum with a mix of usable and passive open space for the 200 acre site. The master plan shows approximately 22.5% open space, 45 acres.

Developed during the planning process, the project team developed the following four goals related to open space;

1. Preserve and protect natural features in the landscape.
2. Be good neighbors to the adjacent properties.
3. Provide shared space for future tenants and the community.
4. Provide multi-modal connectivity to and through the site.

During the public engagement process, the project team heard strong support for these goals. Those messages, surveys, and input collected helped shape the planned open space seen in the master plan (Exhibit 2). The master plan proposes a multi-use trail to connect the adjacent neighborhoods (Coventry and Kearney Hall) to the Legacy Trail. The proposed open space preserves and enhances the Cane Run Creek tributaries through vegetative buffers and allows access to those features along the trail connection. The central tributary corridor is shown as a major feature of the site and is accessible to future tenants and the community through the multi-use trail. It offers locations for regional stormwater management, environmental education, and supports native flora and fauna of the Cane Run watershed, see Exhibit 5.

The master plan aims to layer compatible land uses within or adjacent to natural areas on the site that are otherwise undevelopable. Regional stormwater management is proposed adjacent to the three tributaries, imagined as dry detention basins that could be improved to constructed wetlands to slow and clean water before entering the streams.

A multi-use trail that connects to the Legacy Trail is proposed along the central tributary to create a riparian experience. Additional open space is within the proposed 100' residential buffer and the existing sink holes.

Planned Infrastructure

Entrances and Signalized Intersection

After many stakeholder meetings, the project team has determined that at this time the only access points in and out of the site will be located along US-25, Georgetown Road. KYTC has planned improvements to US-25 that include the segment along the site. Within the planned improvements, KYTC has designated two allowable access points, one across from Kearney Ridge Boulevard and one across from Red Eagle Trucking Repair.

The master plan proposes a signaled intersection at Kearney Ridge Boulevard to accommodate the increase in vehicular trips to the site and to provide a safe pedestrian and cycle crossing of US-25. This signal will require a traffic study, signal design, and a KYTC encroachment permit. The secondary access point along US-25 is a controlled point that must yield to US-25 traffic.

The master plan has accommodated the future widening and additional Right of Way needs for the US-25 improvements.

Roadway

Using LFUCG Engineering standards as the bases of design, three roadway sections are proposed within the site, see Exhibit 3. All three roadway types share the same configuration between face of curbs; (2) 12' lanes with a 15' center lane for turning or median. The two major collector types have larger landscape verges than the minor collector type. The major collector types are shown in the master plan as the two roads that connect to US-25, one type allows for a multi-use trail as a substitute for the 6' sidewalk.

The minor collector is only proposed as a connection between the two major collector roadways and should be used as any additional internal roadways if needed based on future development. While some utilities will be located within the landscape verge, the master plan proposes large street trees along each roadway.

Stream Crossings

Of the three areas on the site containing delineated waters of the U.S., two of the identified jurisdictional streams are proposed to be crossed by the roadway. The first roadway crossing is over an unnamed tributary, intermittent stream with headwaters originating from a seep located upstream in an agricultural field, and the crossing is at a point which has a slightly wider riparian zone and greater stream width than of the area upstream. The stream flows into Cane Run outside the survey area. The roadway crossing is proposed with a 6' high by 10' wide box culvert, which is a standard KYTC culvert size.

The second proposed roadway crossing is over another unnamed tributary, intermittent stream which flows northeast through the Coldstream site. The stream flows into and out of a wetlands area on site before exiting the Coldstream property and flowing into Cane Run. The roadway crossing at this location is proposed with an 8' high and 16' wide box culvert, which is also a standard KYTC culvert size.

Culverts were designed so that the headwater over barrel height is no greater than 1.2 for the 100-year storm. Drainage areas to each crossing were determined to be less than 1 square mile according to USGS data and thus are not required to be multiple barrels by the Stormwater Manual.

Impacts as a result of the crossings are expected to be minimal because of the short distance affected by the installation of the box culverts and because the crossings are proposed perpendicular to the streams. Utility crossings at the streams are also proposed to be perpendicular to minimize impacts.

In the detailed design phase, analysis of bottomless arches vs traditional culverts should be performed to determine if increased cost is justified by reduced permitting effort and environmental impacts.

Transit, Multi-Use Trail and Public Amenities

With support from the community and neighbors, the master plan proposes a connection from the Kearney Hall and Coventry subdivisions to the Legacy Trail with a 12' multi-use path. Similar to the Legacy Trail, the trail will be located within an access easement as it winds through parcels. The multi-use trail will start at the proposed signalized intersection at US-25 / Georgetown Road and follow the major collector roadway. A second multi-use trail will connect to Coventry at the two roadway stubs at Glascow Lane and Langstane Lane, following the residential buffer before it crosses to and follows the central tributary until it meets the Legacy Trail at the interstate underpass. (Exhibit?)

The master plan proposes a trailhead to include a small public parking lot and signs for the public to access the multi-use trail. During detailed design phase, a centrally located trailhead, a public bus stop, and adjacent amenities should be considered within the development for maximum accessibility.

The master plan recommends the addition of a bus stop within the new development. A stakeholder coordination meeting with LexTran suggested the current comprehensive operations analysis include the review of extending a bus route to the development and adding an additional stop.

Utilities

Sanitary

LFUCG provided record information on the existing 24" sanitary sewer trunk line which runs between Coventry and the industrial sites to the south of the property. The information was based on prior modeling efforts, surveys, as-built reviews, etc. which date back over the last twenty years and may not be accurate. Field survey will be needed prior to final design. The 24" line runs north into the southeastern boundary of the site and parallel to the eastern stream, turning east to exit the Coldstream property and eventually crossing Cane Run connecting to the Lower Cane Run Tank. According to preliminary information provided by LFUCG, this 24" trunk has capacity to serve the 60.7-acres eastern portion of the site. The master plan includes 8" sanitary mains serving 5 lots connecting directly to the 24" trunk line. The force mains from the proposed pump stations also connect to the existing 24" line.

There is an existing 8" force main which follows the south eastern edge of the site before crossing Cane Run. This is proposed to remain in place within an easement.

The remaining lots are served from proposed sewer mains which gravity flow to proposed pump stations within the subdivision. See Exhibit 8. One new pump station on the western corner of the property will serve all or a portion of the four western lots by collecting a gravity system of 8" and 10" collection mains and pumping via force main toward the second pump station. This western system is not designed to serve properties outside the subdivision as directed by LFUCG.

Another new pump station is proposed near the interstate crossing on the east side of the tributary. It is sized to serve all or a portion of the central six lots with a gravity system of 8", 10" and 15" mains. The force main exiting the pump station follows the northern site boundary and connects to the existing 24" trunk line on the eastern portion of the subdivision. This pump station is also sized to accommodate a 31.1 acre area on the west side of Georgetown Road which is currently not served with public sanitary sewer, as directed by LFUCG. A gravity line extending to and across the US-25 / Georgetown Road Right-of-way is included in the proposed scope. Boring under Georgetown Road for this extension may not be necessary if it can be determined that the bore can be accomplished without difficulty at a later date when the offsite area will be connected.

Based on feedback from LFUCG, there is no longer any need for a wet weather tank initially proposed since the Lower Cane Run Tank has been installed and can serve this function.

The layout for the sanitary mains is generally along the centerline of the proposed roadways or public access. Sanitary sewer lines were sized according to the LFUCG Sanitary Sewer and Pumping Station Manual. Sanitary sewer services are provided on the downstream side of each lot. Preliminary pump station sizing was provided by LFUCG. During final design, design flows and capacity will be finalized.

Regarding sanitary sewer capacity, the existing tank including Coldstream Farm has a current available capacity of 11.4 million gallons per day (MGD). While full development of the basin is projected to consume the remaining capacity in the future, there is capacity is available currently.

Stormwater

The stormwater collection system is proposed as described in the LFUCG Stormwater Manual and Standard Drawings, including the location of the drainage system within the roadway. Systems consisting of headwalls, single and double road inlets, and HDPE pipe storm sewers ranging from a minimum of 15" to 36", convey drainage from the roadway and lots to regional basins. See Exhibit 9.

Road inlets were designed so the maximum spread is less than half the driving lane and the depth of water in sag conditions is less than 6 inches. Inlets are proposed on the upstream side of intersections and at a maximum distance of 600' along vertical grades. Storm sewers were designed for gravity flow for the 10-year storm and so that the hydraulic grade line is below the overflow elevation at inlets and manholes for the 100-year rainfall intensity. Required minimum slopes of 0.5% and minimum cover of 18" are maintained in the design.

LFUCG Division of Engineering and Water Quality Section were consulted to determine water quality and quantity requirements for the development. It was indicated that the property is covered for Water Quantity reduction (also described as Flood Control in the LFUCG Manual), Water Quality Volume Reduction, and Water Quality Runoff Reduction. Any other components of the storm water system for the project, such as storm system sizing, Water Quality Channel Protection, etc. must be designed and included, but the measures indicated above are covered as part of the Coldstream Development Plan.

While detention basins may not be an LFUCG requirement, post development water quantity reduction measures will most likely be required by KYTC to protect culverts under I-64 downstream from the development. The proposed detention basins are located near existing tributaries and are sized to meet LFUCG Water Quantity Reduction or Flood Control in New Development water quantity requirements as well as Water Quality, Channel Protection in New Development. Water Quantity is designed to reduce peak flow to predevelopment levels as required by the Stormwater Manual. Detention basins were designed to include public roadways, sidewalks, and future lot

development as directed in the LFUCG Stormwater manual. Basins were designed to accommodate the 10-year and 100-year storm events for water quantity reduction, and the basins provide 24-hour detention of the runoff volume for drainage areas larger than 10 acres as required to minimize streambank erosion for Channel Protection.

Should additional water quality measures be required, the detention basins may be upgraded to extended detention basins, wet ponds, or constructed wetlands as green infrastructure to provide Water Quality Volume for New Development and Runoff Reduction in New Development. Other green infrastructure such as bioretention, rain gardens, permeable pavement, biofiltration swales, and infiltration basins and trenches may be provided on each parcel to further satisfy water quality requirements.

Vegetative buffer zones 50' wide measured from the centerline (100' total width) for intermittent streams are shown and apply to the Waters of the U.S. described under Stream Crossings in this document.

A small area on the eastern edge of the subdivision is located within FEMA special flood hazard areas and other areas of flood hazard. However, these areas are not proposed to be disturbed except for utility connections and demolition.

Water

There is an existing 16" ductile iron water main running parallel to Georgetown Road within the Right of Way. This line is along the eastern side of the road adjacent to the Coldstream property. The University of Kentucky has tapped into this line with a meter and a fire service post indicator valve located midway between the southern property corner and the Dairy Road entrance with a private 8" line. The internal water infrastructure feeds the west and east portions of the site and crosses under the interstate to serve the University's property north of the interstate. Additionally, a private 12" line runs from the properties north of the interstate east to the LFUCG tank opposite Cane Run from the Coldstream property. After discussions with representatives from the University of Kentucky and Kentucky American Water, it was determined that these private water lines located on the Coldstream property are not required to remain in place in order to provide service to the properties north of the interstate. Those properties will continue to be served by connections on the north side of I-64. The master plan proposes to demolish the private water mains and services within the Coldstream property boundaries.

A 12" water main is Kentucky American Water's typical industrial sizing for new infrastructure. These mains are proposed to be placed between the curb and sidewalk on the opposite side of the road from the gas and electric lines along the major collector roads within the subdivision. See Exhibit 10. Kentucky American Water requests a loop connection to the existing public line in Langstane Drive in the Coventry subdivision. This is provided in the master plan within an easement adjacent to the walking trail.

Hydrants are preliminarily proposed approximately 200' apart along the mains. Further coordination with LFUCG Fire Department and Kentucky American Water for final hydrant location and frequency is required prior to construction.

Service lines to each lot are proposed with the water main construction, and a service line is proposed to serve the LFUCG tank where the existing 12" water line and service are demolished.

Electric
Louisville Gas and Electric Company and Kentucky Utilities (LGE-KU) have overhead electrical facilities throughout the area. These lines have typical 30' easements. There are several primary and service lines existing on the Coldstream property.

A network of existing lines runs from Georgetown Road near Dairy Road and services the existing dairy barn facilities. This line continues across the Interstates 75/64 to service properties north of the interstate. The master plan proposes to remove the existing overhead network and replace with similarly sized underground lines located along proposed property lines and roadway, maintaining the service to the properties north of the interstate.

Overhead electrical lines which service the Coventry neighborhood run along the boundary between the site and the Coventry neighborhood and continue east of the site into UK's Coldstream Research Center, crossing a proposed lot at the cul-de-sac. These lines are proposed to remain in place with a 30' easement.

The existing research facility is serviced by overhead lines from the properties north of the site by crossing Interstates 75/64. This service line is proposed to be removed.

Primary underground electrical lines are proposed along the major collector roadways within the subdivision, see Exhibit 11. LG&E - KU typically will provide each customer with a single-service voltage/configuration and will provide this service to a single location at each lot or facility. Customers provided with three-phase service are expected to provide any necessary voltage transformation and onsite service lines (transformer, secondary service, trenching, etc.) as needed.

Telecommunications
AT&T has a fiber cable running along the west side of Georgetown Road which may be utilized for fiber business class service. Spectrum/Charter services the adjacent neighborhoods, running along the north side of Coventry and west side of Georgetown Road. Telecommunications lines are typically installed according to the provider.

Gas
Columbia Gas has high and medium service lines in the vicinity. A high pressure gas line runs along the west side of Georgetown Road and along the western corner of the property. A medium pressure gas line runs in along Georgetown Road Right-of-way in the northwestern corner of the property.

Gas lines to serve the lots are proposed along the two major collector roadways in the subdivision. See Exhibit 12. The line is proposed between the sidewalk and back of curb on the side of the road opposite the water line.

Additional Steps
Permitting Timeline
The master plan and the associated documents described here attempt to outline the next steps to get the site ready for development by the time the parcel becomes LFUCG property. After this master plan phase, the project must be rezoned, followed by full engineering design, and finally permitting. The Permitting Timeline provides an outline of the steps identified during this master plan process that must happen to break ground for the infrastructure. The outline identifies likely permits needed by tenants, however, the permits required may vary based on parcel location and future land use.

Mitigation
In addition to routine permits required by state and local agencies for grading, land development, and construction of buildings, roads, and utilities , it is anticipated that the Coldstream Park project will require authorization from the US Army Corp of Engineers (USACE) for impacts to jurisdictional streams by the proposed road crossings and detention basin outlets. It is unlikely that the USACE will require compensatory mitigation for these minor impacts. However, the USACE will consider effects on historic and prehistoric archaeological sites, as well as effects on federally protected plants and animals, before authorizing the project. Additionally, the USACE will not authorize the project until the Kentucky Division of Water (KDOW) approves a 401 Water Quality Certification.

At the beginning of the next phase of work, a more detailed analysis of the option to utilize bottomless arches to provide creek crossing without USACE permitting should be explored.

Additional Considerations/Requirements
The State Historic Preservation Officer (SHPO) will assist and consult with the USACE, and may require investigations by historians and archaeologists before making a recommendation. Habitat for federally protected bats is present, and the US Fish and Wildlife Service will assist and consult with the USACE and likely recommend additional investigations by biologists to determine if protected bats are using this habitat, or they may accept a voluntary contribution to the Imperiled Bat Conservation Fund, managed by the Kentucky Natural Lands Trust.

319 Nonpoint Source Management Program
The 1987 amendments to the Clean Water Act (CWA) established the Section 319 Nonpoint Source Management Program. Section 319 addresses the need for greater federal leadership to help focus state and local nonpoint source efforts. Under Section 319, states, territories and tribes can receive grant money that supports a wide variety of activities including technical assistance, financial assistance, education, training, technology transfer, demonstration projects and monitoring to assess the success of specific nonpoint source implementation projects.

By amendment to the federal Clean Water Act in 1987, the Section 319(h) Grant program was established to provide funding for efforts to reduce nonpoint source pollution. Each year KYDOW applies to US EPA to receive 319(h) funding. After receiving the federal award, DOW distributes a majority of the monies received through a competitive grant award process. Within this program, funds may be used to demonstrate innovative best management practices (BMPs), support education and outreach programs, develop Watershed Based Plans, and to implement Watershed Based Plans. Funds can be used to pay for 60 percent of the total cost for each project; a 40 percent nonfederal match is required.

Applicants to the Commonwealth's Nonpoint Source Grant Program must first submit a project proposal. Applicants may include communities, citizen groups, government agencies, colleges or universities and nonprofits. Each applicant group submits a short proposal. Proposals are then reviewed and ranked by KYDOW and their partners. The proposals that rank highest are invited to apply for a grant award.

The grant award application is substantially more detailed compared to the proposal. Applications include several pages of project summary and background, detailed objectives, a milestone schedule, a list of project partners with letters of support, and a comprehensive budget. KYDOW staff are available to work with applicants to ensure all parts of the application are completed sufficiently for submission. Complete applications that are received by the annual deadline are reviewed and ranked by KYDOW and an expanded group of invited partners. Awards are granted to those applications that rank the highest. The top applicants consistently build partnerships in their watershed that include stakeholders from all areas to achieve citizen and government support and maintain

sustainable results. KYDOW strives to fund as many applications as possible in order to see the greatest positive impact on nonpoint source pollution in Kentucky.

This project location is a great candidate for proposal because it is within an "approved watershed based plan" that was produced with prior grant funding and is a key element to having a project be selected for implementation projects. Project Proposal forms are usually due in early December and the Application (if invited to apply) is due early February.

Exhibits:
Exhibit 1 Site Context
Exhibit 2 Master Plan
Exhibit 3 Typical Roadway Sections
Exhibit 4 100' Residential Buffer Section
Exhibit 5 Central Stream Buffer Section
Exhibit 6 Preliminary Parcels
Exhibit 7 Conceptual Building Layout
Exhibit 8 Conceptual Sanitary Plan
Exhibit 9 Conceptual Stormwater Plan
Exhibit 10 Conceptual Water Plan
Exhibit 11 Conceptual Electric Plan
Exhibit 12 Conceptual Gas Plan
Exhibit 13 Perspective Rendering
Exhibit 14 Perspective Rendering Labeled

Attached:
Preliminary Cost Estimate
Infrastructure and Tenant Permitting Timeline
Stormwater Prioritization Memo
Stormwater Prioritization Scoring Memo

ORDINANCE NO. 008 - 2022

AN ORDINANCE CHANGING THE ZONE FROM AN AGRICULTURAL RURAL (A-R) ZONE FOR 136.26 NET (172.26 GROSS) ACRES, AN AGRICULTURAL URBAN (A-U) ZONE FOR 56.33 NET (63.17 GROSS) ACRES, AND A UNIVERSITY RESEARCH CAMPUS (P-2) ZONE FOR 7.41 NET AND GROSS ACRES TO A RESTRICTED LIGHT INDUSTRIAL (I-1) ZONE FOR PROPERTIES LOCATED AT 2850 GEORGETOWN ROAD AND 1490 BULL LEA ROAD (A PORTION OF). (URBAN COUNTY COUNCIL; COUNCIL DISTRICT 2).

WHEREAS, at a Public Hearing held on December 16, 2021, a petition for a zoning ordinance map amendment for properties located at 2850 Georgetown Road and 1490 Bull Lea Road (a portion of) from an Agricultural Rural (A-R) zone for 136.26 net (172.26 gross) acres, an Agricultural Urban (A-U) zone for 56.33 net (63.17 gross) acres, and a University Research Campus (P-2) zone for 7.41 net and gross acres to a Restricted Light Industrial (I-1) zone was presented to the Urban County Planning Commission; said Commission recommending conditional approval of the zone change by a vote of 11-0; and

WHEREAS, this Council agrees with the recommendation of the Planning Commission; and

WHEREAS, the recommendation form of the Planning Commission is attached hereto and incorporated herein by reference.

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

Section 1 - That the Zoning Ordinance of the Lexington-Fayette Urban County Government be amended to show a change in zone for properties located at 2850 Georgetown Road and 1490 Bull Lea Road (a portion of) from an Agricultural Rural (A-R) zone for 136.26 net (172.26 gross) acres, an Agricultural Urban (A-U) zone for 56.33 net (63.17 gross) acres, and a University Research Campus (P-2) zone for 7.41 net and gross acres to a Restricted Light Industrial (I-1) zone, more fully described in Exhibit "A" which is attached hereto and incorporated herein by reference.

Section 2 - That under the provisions of Article 6-7 of the Zoning Ordinance, the following use restrictions shall apply via conditional zoning:

a. Prohibited Uses:
   i. Wholesale establishment, wholesale establishment with warehouses, storage and warehousing.
   ii. Laundry (excluding self-service laundry), clothes cleaning or dyeing shop.
   iii. Ice plant.

iv. Tire retreading and recapping.
v. Parking lots and structures.
vi. Machine shops.
vii. Kennels, animal hospitals or clinics.
viii. Garden centers.
ix. Truck terminals and freight yards.
x. Automobile service stations, subject to the conditions of Article 16.
xi. Major or minor automobile and truck repair.
xii. Establishments for the display and sale of precut, prefabricated, or shell homes.
xiii. Carnivals.
xiv. Retail sales of building materials and lumber.
xv. Pawnshops.
xvi. Shredding, sorting and baling of paper scrap and storage of waste paper.
xvii. Automobile and vehicle refueling stations.
xviii. Indoor recreational activities, including, but not limited to, indoor tennis courts; skating rinks; athletic club facilities and bowling alleys.
xix. Mining of non-metallic minerals.
xx. Circuses.
xxi. Ecotourism activities to include campgrounds; commercial hiking, bicycling, equine and zip line trails; tree; canopy trails; canoeing and kayaking launch sites; recreational outfitters; fishing and hunting clubs; botanical gardens; nature preserves; and seasonal activities, including associated gift shops as an accessory use.
xxii. Market gardens.
xxiii. Billboards.
xxiv. Recycling, sorting, baling and processing of glass and nonferrous metals, including copper, brass; aluminum; lead and nickel, but not including automobile wrecking yard; building materials salvage; junk yards or other uses first permitted in the I-2 zone. Recycling, and processing of paper shall be permitted only when wholly conducted in a completely enclosed building.
xxv. Commercial woodlots.
xxvi. Retail sale of liquid propane.
xxvii. Automobile, truck ATV, motorcycle, bicycle motocross, or other vehicle or bicycle race tracks.
xxviii. Public utilities and public service uses and structures.
xxix. Penal or correctional institutions.
xxx. Cable television system facilities, including transmitting towers; antennas; earth stations; microwave dishes; relays; business offices; television studios; and storage facilities.
xxxi. Vehicle storage yards.
xxxii. Commercial composting.
xxxiii. Helistops and heliports.
xxxiv. Community Centers.
xxxv. Day Shelters.

b. All development sites within the Legacy Business center shall be governed by a final development plan.

These restriction are appropriate and necessary for the following reasons:

1. To protect the appearance of the Georgetown corridor as a gateway into Lexington, while promoting employment that is appropriate along Lexington's freight corridor.
2. The Planning Commission has adopted a Well head Protection Plan for the Royal Spring Aquifer, which sets forth a plan to ensure a continual source of potable groundwater from Royal Spring for Georgetown and Scott County, and to preserve the integrity of surface waters. This plan has been adopted by both the Planning Commissions of Fayette and Scott Counties, and has most recently been approved by the Kentucky Division of Water on 8/28/03.
3. The proposed restrictions within the Well head Protection Area will better protect the surface and groundwater in the area by prohibiting some uses and requiring "best management practices" for other uses that could potentially be harmful to the wellhead, thus ensuring greater compliance with the Royal Spring Wellhead Protection Plan.

Section 3 - That the Lexington-Fayette Urban County Planning Commission is directed to show the amendment on the official zone map atlas and to make reference to the number of this Ordinance.

Section 4 - That this Ordinance shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: February 10, 2022

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED: February 17, 2022-1t
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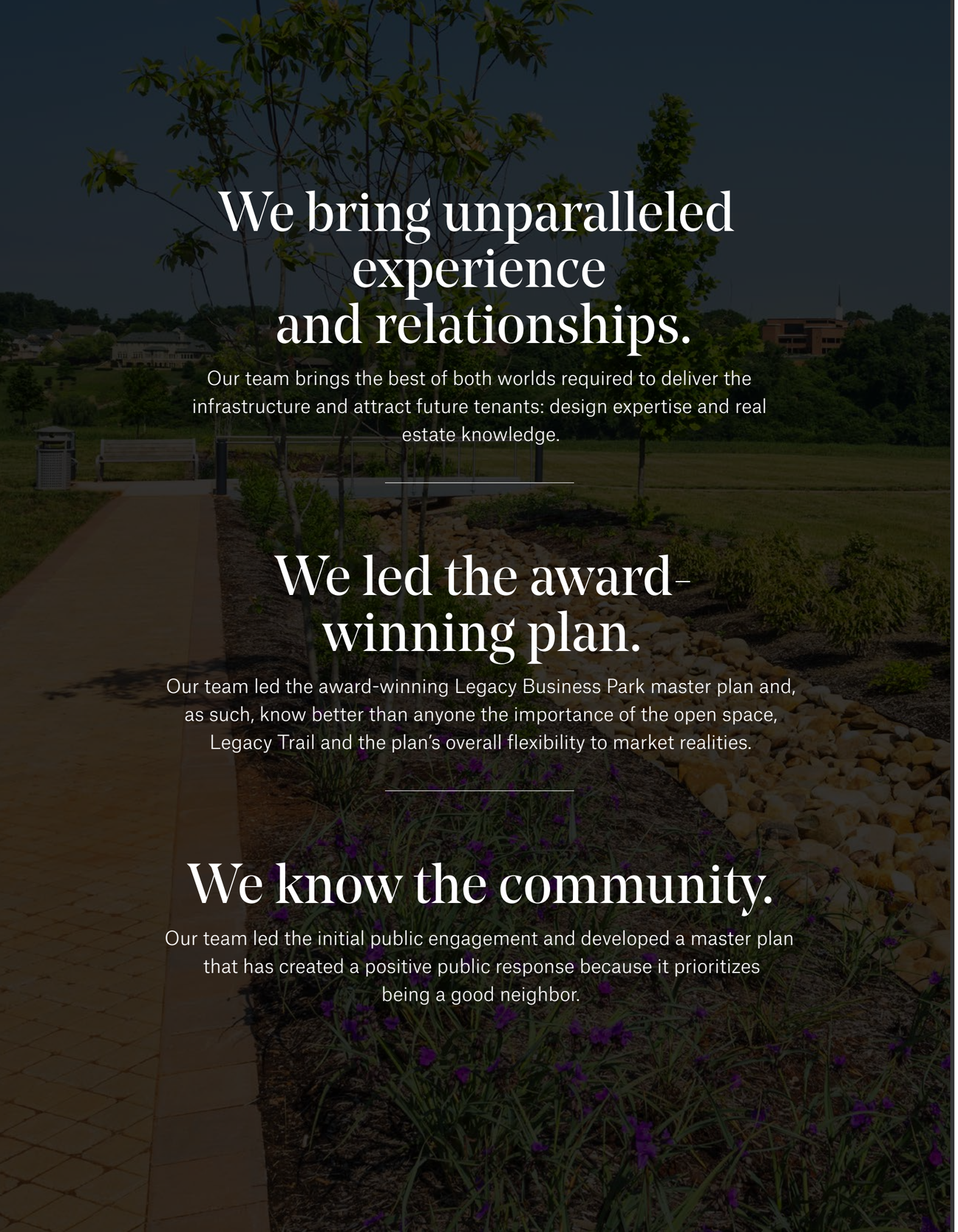
EXHIBIT "B"

Legacy Business Park Site Development

RFP #51-2022 | LFUCG
Lexington, KY | September 19, 2022



Gresham Smith



We bring unparalleled experience and relationships.

Our team brings the best of both worlds required to deliver the infrastructure and attract future tenants: design expertise and real estate knowledge.

We led the award-winning plan.

Our team led the award-winning Legacy Business Park master plan and, as such, know better than anyone the importance of the open space, Legacy Trail and the plan's overall flexibility to market realities.

We know the community.

Our team led the initial public engagement and developed a master plan that has created a positive public response because it prioritizes being a good neighbor.

Genuine Ingenuity

333 West Vine Street
Suite 1650
Lexington, KY 40507

859.469.5610
GreshamSmith.com

September 19, 2022

Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

Dear Selection Committee,

We are delighted to submit our team's qualifications to perform the requested Legacy Business Park Site Development services. The Gresham Smith team is made up of collaborators who both led the award-winning Legacy Business Park Master plan and are experienced in each facet of design, permitting and zoning required to meet your stated goals. In addition, we have added Cushman & Wakefield to our team to bring their global light industrial and commercial real estate experience, relationships, and insight to this project. In support of our core team, we have hand selected proven local and regional collaborators who each understand Lexington, this site, and the goals of this project.

Our team's approach will integrate design and engineering services alongside real estate services from the outset to develop thoughtful, responsive, and innovative solutions for this project. This process will build on the strong vision in the master plan. We will refine the initial Phase 1 investment to maximize the value of initial infrastructural investments while maintaining overall flexibility and responsiveness for potential end user needs. This process will be foundational for long term success at the Legacy Business Park.

Our team is thrilled at what the Legacy Business Park will create for Lexington and look forward to working with you to transform the vision into reality.

Sincerely,

Louis R. Johnson, PLA, ASLA
Project Executive
louis.johnson@greshamsmith.com
502.627.8924

Section 1.0

Full Team Composition

Celebrating
55+ Years

Over 1,000 Professionals in
25 Offices

400+ Firmwide Design Awards

General Rankings

Architectural Record (2022)

- #25 Top 300 Architectural Firms

Building Design + Construction Giants 400 (2022)

- #9 Top 45 Engineering Architecture Firms

Engineering News-Record (2022)

- #84 Top 500 Design Firms
- #68 Top 100 Pure Designers



We are a global company with well-established roots in each of the communities we serve.

Gresham Smith is an architecture, engineering, planning and design practice that provides creative solutions while genuinely caring for each other, our clients and our communities. With 25 locations throughout the US, and a local office in Lexington, we offer a national perspective with a local feel. That means we not only bring a broad range of experience to the picture, but we also really get to know our clients, their business and the entire landscape of their project. It's not about our personal accolades or portfolio—we define success by how well we solved the problem and served the greater good of the community.

Markets we specialize in:

- Aviation
- Building Engineering
- Life and Work Places
- Healthcare
- Industrial
- Land Planning
- Transportation
- Water + Environment

Services we offer:

- Architecture
- Commissioning
- Engineering
- Environmental & Sustainability Services
- Experiential Design & Wayfinding
- Interior Design
- Landscape Architecture
- Planning / Master Planning
- Program Management / Construction Management / EPCM / Alternative Project Delivery
- Site Development

Full Team Composition

418

Awards for Projects

$208M

2021 Revenue

More than

50

LEED Certified Projects

More than

225

Stormwater Projects

Approx.

8,950

Jobs Created Via Industrial Development

We are a force for action.

This is where the power of real estate is unleashed on your behalf.

Cushman & Wakefield is a leading global real estate services firm that delivers exceptional value for real estate occupiers and owners. We create innovative solutions that increase their clients' productivity today and position clients for the future. Exceeding clients' expectations is the goal; setting the standard for best practices across the globe is the result.

C&W is proud to be the partner of choice for the world's top occupiers and owners of real estate across industries and around the world. Global trends are changing the way commercial real estate is leveraged in business today. Our clients depend on our global size and scale, comprehensive suite of services, fully integrated technology platform, industry-leading capabilities and their leadership across the major markets of the world. We are confidently global and expertly local in every facet of commercial real estate. And we are fearless. C&W believes increased business complexities generate fresh opportunities for innovation and new ideas to create what's next for owners and occupiers the world over.

Cushman & Wakefield's clients across the globe can expect a strong bias for action, a rigorous focus on results, value created through insight, and the right people powered by the right platform—on every assignment, every time. Our capabilities truly reflect client needs, and client success reflects the strategic execution of this business model, our progressive world view, and the value derived from the industry's top talent worldwide.

Services:

- Global Occupier Services
- Tenant Representation
- Project & Development Services
- Strategic Consulting/ Workplace Strategy
- Valuation and Advisory
- Investment and Asset Management
- Agency Leasing
- Property Management
- Capital Markets
- Facility Services
- Real Estate Brokerage Services
- Seller Representation
- Construction Management

Full Team Composition



400
Offices

60
Countries

50,000
Employees

$9.4 B
2021 Revenue

4.8 B
SF Managed

Teaming Partners

Our team includes trusted collaborators who have enabled successful outcomes with us, including many with LFUCG.

Third Rock Consultants, LLC (WBE) | Lexington, KY
Ecological and Environmental Planning

Third Rock Consultants, LLC was established in 2001 by Molly Foree Cummins, a licensed environmental attorney with a strong background in environmental planning and design. Our services include ecological surveys and analyses; stream and wetland restoration design and construction; environmental planning (including 401/404 permitting, NEPA documentation, and feasibility studies); MS4 program management and permit monitoring; erosion protection and sediment control planning and inspection; and aquatic taxonomy.

Our staff include ecologists, professional engineers, professional geologists, environmental planners, construction inspectors, technical writers, GIS analysts, and AutoCAD technicians. Representative clients include federal, state, and local agencies such as the US Army Corps of Engineers and Environmental Protection Agency.

Third Rock holds current certifications as a disadvantaged business enterprise (DBE), small business (SB) and woman-owned business (WBE) by various federal, state and local agencies including the Lexington-Fayette Urban County Government (LFUCG), and maintains DOT consultant prequalification in Kentucky, Tennessee, Georgia, Illinois, Ohio and North Carolina.

KS Ware (WBE) | Nashville, TN
Geotechnical Engineering

We provide Geotechnical Engineering, Environmental & Hazardous Materials Services, Ecology, Value Engineering and Dam and Levee Safety Services. From our four offices and two laboratories, we support federal, state, municipal, and private clients. KSWA is a certified woman-owned small business. We hold national indefinite delivery contracts with the U.S. Army Corps of Engineers, National Aeronautics and Space Administration, Natural Resources Conservation Service, the Tennessee Department of Transportation, and the Tennessee Valley Authority.

Third Rock was on our master planning team, and they know this watershed and the environmental and cultural permitting needed like the back of their hand.

KS WARE is a trusted collaborator, Gresham Smith has worked with them on numerous infrastructure implementation projects.

Rasor PR (WBE) | Cincinnati, OH
Public Outreach & Engagement

Founded in 2005, Rasor is a woman-owned, full-service communications firm with a great depth of experience across a broad range of industries. Our work includes more than 20 years working with clients in the public sector including the Kentucky Transportation Cabinet (KYTC), the Ohio Department of Transportation (ODOT), the Lexington-Fayette Urban County Government, and other public sector organizations to provide public outreach, education, media relations, crisis communications, and strategic counsel. We are well-versed in the intricacies of supporting taxpayer-funded agencies and understand the importance of balancing local market issues, limited budget resources, NEPA-required regulations, intense public scrutiny, and the political landscape when planning communications strategies.

Zone Co | Cincinnati, OH
Design Guidelines/Zoning

ZoneCo is a nationally-recognized, award-winning zoning consultancy with a team of top interdisciplinary professionals. We are proud to have served communities of a variety of types and sizes across 16 states and counting. We provide a unique focus on the intersection of the disciplines of law + planning to craft custom-tailored, clear, consistent, user-friendly, equitable and defensible zoning codes that remove the barriers to achieving desired outcomes. Outcomes must include a focus on racial, economic, and environmental equity and justice. As consultants to both local governments and property owners, we provide a unique and invaluable perspective to assist you in crafting a zoning ordinance and design guidelines that better achieve a balance between private and public benefits and burdens, which results in more effective zoning regulations. All of our law and planning professionals have public- and private-sector experience.

Endris Engineering, PSC | Lexington, KY
Survey

Endris Engineering, PSC is a land surveying and civil/mining engineering firm located in Lexington, KY. Established as a sole proprietorship in 1975 and incorporated in 1984, our company employs professional land surveyors, professional engineers in civil and mining disciplines and landscape architects. Endris Engineering utilizes state-of-the-art GPS and surveying equipment as well as the latest computer equipment and software. Endris Engineering is licensed in several adjoining states.

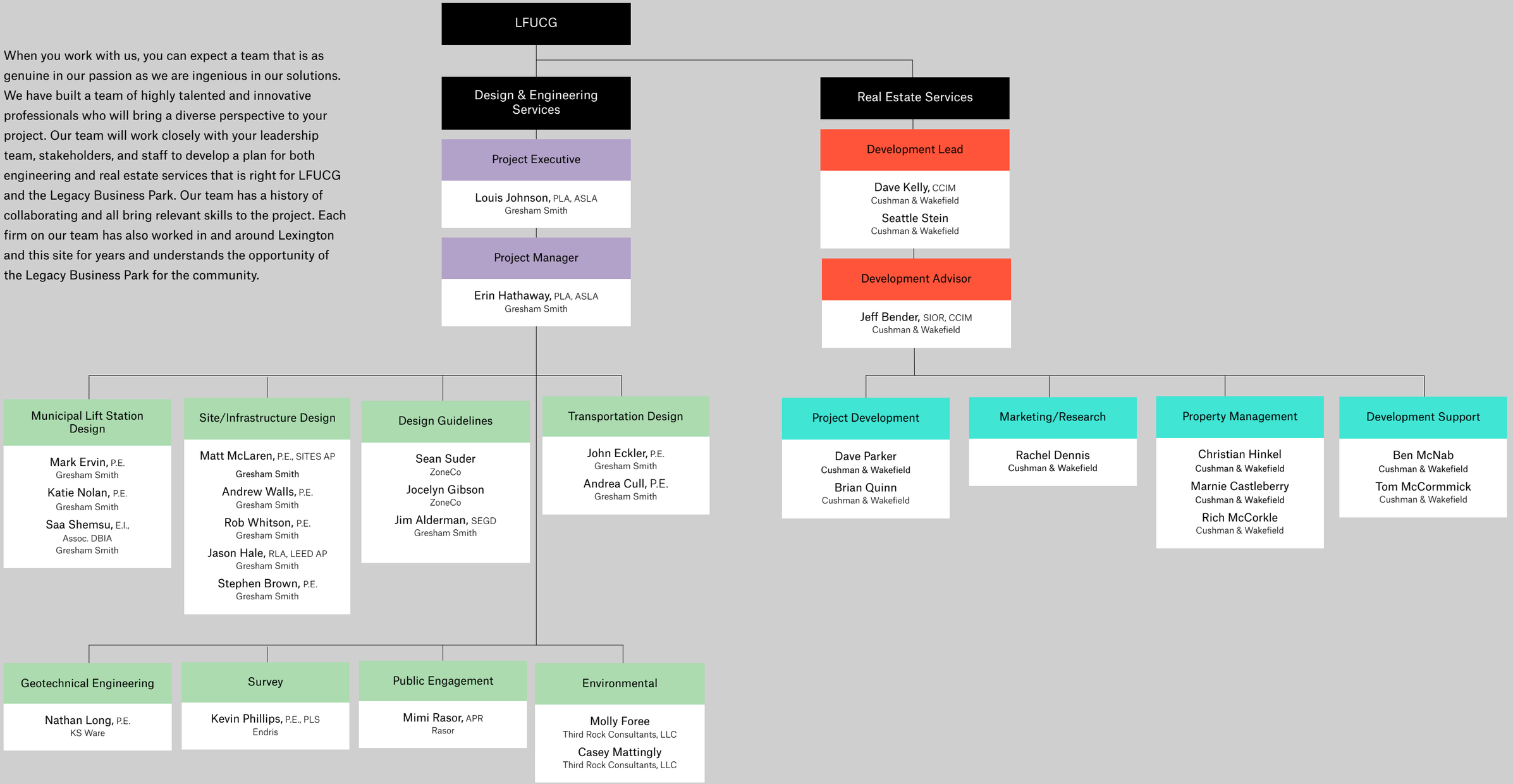
Our team has entrusted communications and outreach to Rasor on numerous large-scale planning and infrastructure projects. They are responsive, creative and detail oriented.

Zone Co has experience with zoning, design guidelines and other land use related policy. They are unique to the field with their legal and planning backgrounds and know Lexington.

Endris has provided professional surveying for our team on private development, public streetscapes and infrastructure, as well as park projects. We trust their work and love their efficiency.

Team Structure

When you work with us, you can expect a team that is as genuine in our passion as we are ingenious in our solutions. We have built a team of highly talented and innovative professionals who will bring a diverse perspective to your project. Our team will work closely with your leadership team, stakeholders, and staff to develop a plan for both engineering and real estate services that is right for LFUCG and the Legacy Business Park. Our team has a history of collaborating and all bring relevant skills to the project. Each firm on our team has also worked in and around Lexington and this site for years and understands the opportunity of the Legacy Business Park for the community.





Louis Johnson, PLA, ASLA

Project Executive
Gresham Smith

Availability: 50%

Louis is an award-winning landscape architect, urban designer and project executive. His experience covers broad regional and urban design and corridor planning and design, as well as detailed landscape architectural site design. He is a leader in the field of urban design and landscape architecture, and served as an Advisor to Lexington's Sustainable Growth Task Force.

As Project Executive, Louis will ensure that the master plan vision for Legacy Business Park remains at the forefront throughout the design process. Working closely with your project leadership, Louis will oversee coordination between the project team and the client team.

Years of Experience
14

Education
Master of Science, Georgia Institute of Technology
Bachelor of Science, Landscape Architecture, University of Kentucky

Registrations
Landscape Architect: KY

Memberships/Affiliations
American Society of Landscape Architects/Kentucky, Chapter President, President-Elect, At-Large Member
Congress for New Urbanism/Midwest, Board Member

LFUCG Coldstream Industrial Park Phase I Master Plan, Lexington, KY | *Project Executive*
Louis has led the urban design, planning and streetscape design components of the first phase of the Coldstream Industrial Park. With the goal of attracting new businesses and creating jobs by preserving and enhancing the surrounding environment, integrating public open space, and providing connectivity to local roadways, trails and greenways, the City called on Gresham Smith to develop a master plan for the site.

LFUCG - Town Branch Commons, Lexington, KY | *Design Team Lead*
Louis has been a part of the Town Branch Commons project since its inception, originally helping craft and facilitate the design competition including coordination with the Master Planning team, and now seeing it through construction. This project's goal is to transform the Vine Street and Midland Street corridor from automobile centric into a walkable, livable urban center that connects the linear park system in Lexington. A main focus is to enhance safety along the stretch that has a history of pedestrian/auto accidents, especially in front of the Transit Center and in front of Rupp Arena.

JLL - Clark's Landing, Clarksville, IN | *Project Manager*
Gresham Smith was hired to develop a master plan for Clark's Landing, a 45-acre mixed-use development at the former Colgate-Palmolive plant located in Clarksville, Indiana. The project is anticipated to be constructed in three phases, and is proposed to include a hotel, office space, parking structures, multi-family residential units, retail, food and beverage, and civic space as well as 4.8 acres of open space.



Erin Hathaway, PLA, ASLA

Project Manager
Gresham Smith

Availability: 70%

A project manager and senior landscape architect, Erin advocates for better public spaces within her community through active transportation planning, green infrastructure, and community engagement. Her breadth of work spans master planning, streetscapes, parks, campus design, commercial development, local stormwater incentive grants, corridor planning and she is leading construction administration for Town Branch Commons, a $20M, 2.2-mile greenway through downtown Lexington, Kentucky. Erin led the Coldstream Master Plan project as the project manager, leading the team and the IDA through the process leading to an award winning project and setting the IDA up for future success on the next phases of the project.

As Project Manager, Erin will be responsible for leading the entire project team through all phases of the project. She will be the day-to-day contact and will act as the liaison between LFUCG and the Industrial Authority and the design team. Additionally, she will establish the overall delivery process and manage the engagement to achieve the vision and goals for the project, on schedule and in budget.

Years of Experience
14

Education
Bachelor of Science, Landscape Architecture, University of Kentucky
Master Degree, Business of Art and Design, Maryland Institute College of Art

Registrations
Landscape Architect: KY

Memberships/Affiliations
American Society of Landscape Architects/Kentucky, Public Relations Chair, President-Elect, President
Chair of the LFUCG Courthouse Area Design Review Board
Kentucky Board of Landscape Architects

LFUCG Coldstream Industrial Park Phase I Master Plan, Lexington, KY | *Project Manager*
Erin managed the team and phases of the Coldstream Industrial Park master plan. With the goal of attracting new businesses and creating jobs by preserving and enhancing the surrounding environment, integrating public open space, and providing connectivity to local roadways, trails and greenways, the City called on Gresham Smith to develop a master plan for the site.

LFUCG - Town Branch Commons, Lexington, KY | *Landscape Architect*
Erin has led the construction observation services for Town Branch Commons, a 2.2-mile multimodal trail, greenway and park system. It will serve as the centerpiece of a city-wide park system, linking Lexington's urban core with the Bluegrass countryside. This project's goal is to transform the Vine Street and Midland Street corridor from automobile centric into a walkable, livable urban center that connects the linear park system in Lexington. A main focus is to enhance safety along the stretch that has a history of pedestrian/auto accidents, especially in front of the Transit Center and in front of Rupp Arena. The project will have a ribbon cutting in October 2022.

City of Danville - Danville Main Street Streetscape, Danville, KY | *Project Manager*
Erin managed the design of the $6.4M downtown streetscape redesign for the City of Danville. The project included utility infrastructure, roadway, signal design, KYTC permitting and public space improvements. The project broke ground in July 2022, expected completion in April 2023. The Gresham Smith team is managing construction observation for the entire project.



Matt McLaren, P.E., SITES AP

Site Planner | Civil Engineer
Gresham Smith

Availability: 40%

With a diverse background in all aspects of site civil engineering, Matt is an asset to any project. He excels in site design, stormwater analysis and design, green infrastructure and low-impact development principals, grading, and erosion prevention and sediment control plan design. Matt is also a proven leader engaging in both mentorship and project team management to convey engineering topics to the public, elected officials and design professionals. Matt's goal is to get engaged in the engineering process early on. He hopes that his input will help each project be the best in terms of profitability, sustainability, and design.

Years of Experience
18

Education
Bachelor of Civil Engineering, Civil Engineering, University of Kentucky
Master of Science, Civil Engineering, University of Kentucky

Registrations
Professional Engineer: FL, TN, GA, KY, NC

Certifications
SITES AP

Memberships/Affiliations
Building Industry Association of Greater Louisville
Urban Land Institute

LFUCG Coldstream Industrial Park Phase I Master Plan, Lexington, KY | *Project Engineer*
Matt worked on civil engineering design during phases of the Coldstream Industrial Park master plan. With the goal of attracting new businesses and creating jobs by preserving and enhancing the surrounding environment, integrating public open space, and providing connectivity to local roadways, trails and greenways, the City called on Gresham Smith to develop a master plan for the site.

JLL - Clark's Landing, Clarksville, IN | *Civil Engineer*
Gresham Smith was hired to develop a master plan for Clark's Landing, a 45-acre mixed-use development at the former Colgate-Palmolive plant located in Clarksville, Indiana. The project is anticipated to be constructed in three phases, and is proposed to include a hotel, office space, parking structures, multi-family residential units, retail, food and beverage, and civic space as well as 4.8 acres of open space.

Confidential Client | *Civil Engineer*
Gresham Smith was selected by a multinational consumer goods corporation which invested $310 million to expand a manufacturing plant in Utah. This plan will create 221 jobs over the next 20 years. The facility produces products for Baby & Family Care products and has a current workforce of about 240 employees. Gresham Smith is providing full service architecture and engineering design services. The scope of the work consists of activities related to Validation services, Early Release Packages (ERPs) for the Converting Area, and associated Construction Administration activities related to long lead and accelerated purchase items.



Andrew Walls, P.E.

Civil Engineer
Gresham Smith

Availability: 80%

Andrew brings years of diverse civil engineering experience across large-scale commercial, residential and industrial projects. His expertise includes working with local jurisdictions and stakeholders throughout permitting and design review processes. His technical experience includes floodplain modelling and stormwater design calculations. Andrew prioritizes team collaboration to build long-lasting client relationships and meet project goals. As a resident of Lexington he understands the community aspects of the project as much as the technical engineering approach and will use his skills, perspective and experience to help make this project successful.

Years of Experience
7

Education
Bachelor of Science, Civil Engineering, Georgia Institute of Technology

Registrations
Engineer: KY, TN, IN

LFUCG Squires Road, Lexington, KY | Project Engineer

Andrew led the civil engineering design of the Squires Road public infrastructure project. The project implemented new sidewalk, curb and gutter, stormwater and utility design. Andrew led the project from design, through permitting, and over saw construction contract administration.

University of Kentucky's Vaughan Warehouse, Lexington, KY | Project Engineer

University of Kentucky Healthcare renovated and expanded their Vaughan Warehouse to a new 400,000 sf facility. Andrew led the civil engineering design, including stormwater drainage, site design, and site utilities, through permitting. The project is currently under construction.

Drakes Branch Subdivision, Antioch, TN | Project Engineer

Andrew led the subdivision of a 60 acre parcel of land southeast of Nashville for 30+ new single family homes. The full site development included regional stormwater detention and floodplain permitting and mitigation because of a nearby stream. The plans included the design and development of public roadways and infrastructure.



Rob Whitson, P.E.

Civil Engineer
Gresham Smith

Availability: 50%

Rob is motivated by the fact that his work has a lasting impact on the world. He approaches every project in hopes to build a long-term client relationship and help them through his experience working with different jurisdictions. His expertise is providing clients with both a functional and sustainable product while applying best practice design principles and meeting all regulatory requirements. He has extensive experience in site design and development, stormwater improvements, permitting and construction administration.

Years of Experience
18

Education
Bachelor of Science, Civil Engineering, Purdue University

Registrations
Engineer: GA, TN, VA, IN, IL, MD

Memberships/Affiliations
American Society of Civil Engineers

LC Electronics New Appliance Manufacturing Plant, Phase , Clarksville, TN | *Civil Engineer*
This one million square foot facility sits on a 310 acre site. We provided full architectural and engineering services for the project on a fast-track schedule of just 14 months for design and construction—an unprecedented time frame given the complexity and magnitude of the project scope.

Boyle Investment Company - Berry Farms, Town Center | *Civil Engineer of Record*
Gresham Smith provided civil engineering services for public water and sewer extensions as well as infrastructure improvements for this 11-lot commercial development on 30 acres. Sustainability was a focus for the site design team. The stormwater management strategy included designed wetlands and bioswales.

Hankook Tire America Corporation - New Passenger Tire Manufacturing Campus | *Civil Engineer*
Hankook sought to establish its first U.S. facility in Tennessee with a goal of growing its American market share in the top-tier tire industry. Gresham Smith provided overall site planning and complete design services for the first phase of a four-phase passenger-tire manufacturing plant for Hankook Tire. The state-of-the-art plant, situated on a greenfield site, provides significant production capacity for the South Korean company and will create approximately 1,800 full-time jobs in the Middle Tennessee region.



Jason Hale, RLA, LEED AP

Landscape Architect
Gresham Smith

Availability: 70%

Jason brings thorough, detailed approach to planning and design to create solutions that enhance his clients' campuses. His designs have improved the experience for his clients' customers and associates. Jason's preparation of landscape exhibits and construction documents best convey design intent, planning strategies, and construction management. He is experienced in fast-tracked projects and alternative project delivery methods.

Years of Experience
21

Education
Bachelor of Science, Landscape Architecture, University of Kentucky

Registrations
Landscape Architect: KY

Memberships/Affiliations
American Society of Landscape Architecture
Leadership in Energy and Environmental Design - Accredited Professional

Confidential Client - National Hub at CVG, Stormwater and Deicer Conveyance, Storage and Treatment Design, Hebron, KY | *Project Professional*
As a subconsultant to Woolpert, Gresham Smith led the design of landside and airside stormwater drainage infrastructure, land and airside stormwater quality and quantity controls, construction sediment and erosion controls, environmental permitting, and deicer treatment for a new air cargo hub located at the Cincinnati/Northern Kentucky Airport.

Community Ventures - The MET, Lexington, KY | *Project Manager
Jason managed ahis adaptive-reuse project located at the corner of Midland and Third street on a site having document contaminated materials. The project consisted of a building with commercial space and 44 residential units.

UK Coldstream Research Campus, Lexington | *Project Manager
Under previous employment, Jason managed the design and installation of a short segment of porous concrete trail, a bio-infiltration swale and a series of wetlands to reduce erosion along the Cane Run and improve stormwater quality within the campus.

Legacy Trail Extension Study, Georgetown, KY | *Project Manager
Jason was the Project Manager responsible for the development of a comprehensive study that assessed the most feasible route of a shared-use trail corridor through Georgetown, connecting desirable destinations in southern Scott Count.

***Indicates individual experience**



John Eckler, P.E.

Transportation Advisor
Gresham Smith

Availability: 65%

John has coordinated all aspects of project development for highway design for over 20 years. Prior to joining Gresham Smith, he led project teams for eight years as district design engineer for KYTC District 6. In this capacity, he coordinated all phases of project development from scheduling initial survey work to coordinating the relocation of utilities to ensure proper placement of subsurface facilities. John's careful attention to detail for his clients as well as his thoughtful approach to how projects can best serve a community make him a tremendous asset to any project team. For this project, John will bring his KYTC background and design experience to the team. John will ensure our plans are well coordinated with KYTC, align with their future plans, and maximize benefits for future tenants and the surrounding community.

Years of Experience
22

Education
Bachelor of Science, Civil Engineering, University of Kentucky

Registrations
Professional Engineer: KY

Memberships/Affiliations
National Society of Professional Engineers
Kentucky Concrete Association

KYTC - KY 9, Newport, KY | *QA/QC*
Gresham Smith, under contract with KYTC, is responsible for Phase I and Phase II design for the reconstruction of 1.9 miles of KY 9 in the City of Newport. The project, on the west side of the city, includes widening and realignment of KY 9 and the design of two roundabouts. at each terminus.

KYTC - KY 22, Various Parts, KY | *Project Manager*
A 2004 study identified rural highway KY 22 as a site of frequent crashes and troublesome conditions. To improve safety, connectivity, traffic capacity, and environmental and economic conditions in the area, KYTC selected Gresham Smith to design a realignment. of a 4.5-mile segment of KY 22 between the Owenton city limits and the University of Kentucky's Eden Shale Agricultural Research Farm.

LFUCG - Town Branch Commons, Lexington, KY | *Lead Transportation Engineer*
John served as the lead transportation engineer including all coordination with local and state agencies including KYTC and the FHWA. Gresham Smith was selected to design Town Branch Commons, a 2.2-mile multimodal trail, greenway and park system. This project's goal is to transform the Vine Street and Midland Street corridor from automobile centric into a walkable, livable urban center that connects the linear park system in Lexington. A main focus is to enhance safety along the stretch that has a history of pedestrian/auto accidents, especially in front of the Transit Center and in front of Rupp Arena.



Andrea Cull, P.E.

Transportation Engineer
Gresham Smith

Availability: 50%

Andrea joined Gresham Smith right after school to support the firm's Louisville office. Andrea takes a holistic approach to roadway design as she believes working on all aspects of the process produces a better product. She has completed multiple traffic impact studies as well as traffic modeling for Louisville and Lexington. She has also completed signal plans and lighting photometrics to meet municipal and KYTC standards. She enjoys being able to employ her creativity and problem-solving skills to complex roadway and traffic designs.

Years of Experience
10

Education
Bachelor of Science, Civil Engineering, University of Kentucky

Registrations
Engineer: KY

Memberships/Affiliations
American Society of Highway Engineers

Kentucky Transportation Cabinet - Greenwood Road Practical Solutions, Louisville, KY | *Transportation Designer*
Andrea created an InRoads model for the roadway portion of the corridor as well as a hand model which tied in each drainage inlet and yard in a way that accommodates pedestrians, neighbors, and drainage along the corridor. She designed much of the storm drainage system which was complicated by the flat terrain and shallow drainage tie-ins.

Kentucky Transportation Cabinet - Campbell County KY 9 - Section 1 | *Transportation Designer*
Andrea helped in designing most aspects of this roadway project. She helped set grades, design the templates and model in Inroads, modeled and detailed the roundabout geometrics, and designed the storm sewer for this corridor in Newport, Kentucky. She also put plans together for the cut in the flood wall so the new storm sewer could reach from the pump station to the Licking River. Andrea helped with utility coordination between electric, storm sewer, and sanitary sewer throughout the corridor.

City of Danville Downtown Master Plan | *Transportation Designer*
Gresham Smith co-led an eight-month planning process, speaking with hundreds of residents, business owners and institutional leaders, to identify opportunities for improving Danville's future. Our planning team's ability to engage the community helped bring out diverse perspectives and suggest new opportunities that reimagine downtown Danville.



Mark Ervin, P.E.

Municipal Lift Station Design
Gresham Smith

Availability: 60%

Mark has an extensive technical background in leading complex design projects at airports and industrial facilities. As a leader in deicer management and industrial wastewater treatment, he has worked on all kinds of systems utilizing varied technologies. Clients call upon Mark to problem-solve unique projects based on his wide-ranging experience. In fact, many of Mark's duties are based on critical detective work to figure out a root cause. He assesses existing infrastructure, performs field and laboratory studies to evaluate potential solutions, and implements solutions through operational modifications or design of new and adapted systems.

Years of Experience
36

Education
Bachelor of Science, Chemical Engineering, University of Wisconsin

Registrations
Engineer: MS, OH, KY, MI, IN, NY, WA, CT, MI, OR, TN, RI

Confidential Client - National Hub at CVG, Stormwater and Deicer Conveyance, Storage and Treatment Design, Hebron, KY | *Engineer of Record*
On this project, Mark serves as the Engineer-of-Record overseeing and leading the deicer management planning and design work. As a subconsultant to Woolpert, Gresham Smith led the design of landside and airside stormwater drainage infrastructure, land and airside stormwater quality and quantity controls, construction sediment and erosion controls, environmental permitting, and deicer treatment for a new air cargo hub located at the Cincinnati/Northern Kentucky Airport.

CDM-PDX Deicing Detailed Design, Portland, OR | *Design Engineer of Record, Commissioning Manager*
Mark has worked on multiple planning and design efforts for significant changes to stormwater drainage, monitoring, storage and activated sludge deicer treatment associated with operational expansions at CVG airport. Mark also developed concepts for a future aerated gravel bed treatment system to supplement the existing system. System elements included in the design were: gravity conveyance piping, pump stations, online monitoring, and storage for deicer-impacted stormwater.

Rhode Island Airport Corporation, TF Green Airport Deicer Management System, Warwick, RI | *Engineer of Record*
Mark developed the detailed design and construction of upgrades to the PVD deicer stormwater management system. Project includes development of plans, technical specifications, front-end documents for detailed design of terminal and cargo collection system, conveyance pump stations and force mains, two 2.9 million-gallon storage tanks, and an anaerobic biological treatment system.



Katie Nolan, P.E.

Municipal Lift Station Design | Availability 25%
Gresham Smith

Katie has managed and designed water distribution, sanitary sewer and stormwater projects across Kentucky, ranging from simple improvement projects to ground-up systems. She has performed complex modeling to find the best solutions for her clients. Katie's attention to detail ensures that all local standards are met while providing a cost-effective long-term solution for her clients.

Years of Experience
20

Education
Master of Engineering, Civil Engineering, University of Louisville
Bachelor of Science, Civil Engineering, University of Louisville

Registrations
Professional Engineer: KY, OH

Memberships/Affiliations
American Water Works Association

Relevant Projects

Louisville Metropolitan Sewer District - Camp Taylor Sanitary Sewer Replacement, Louisville, KY | Project Manager

City of Columbus - Blueprint Linden, Hudson McGuffey Project, Columbus, OH | Project Manager

Louisville Water Company - Greenwood Road Water Main Relocation Project for KYTC Widening Project, Louisville, KY | Project Manager, Lead Engineer



Saa Shemsu, E.I., Assoc. DBIA

Constructability Review | Availability 25%
Gresham Smith

As the former Field Services Manager for Montgomery County Environmental Services, Saa is an experienced utility manager and water resources engineer. He brings years of knowledge of construction management, constructability, water reclamation plant operations, flow monitoring, infiltration/inflow (I/I) field investigation, water quality sampling, hydraulic modeling, and engineering design. His ability to combine technical capabilities with management, leadership, organization, client relations, and mediation skills is priceless to the team. Saa initiated and managed the first major progressive design-build project for Montgomery County, the Western Regional WRF Smart project. This included construction of a new pump station, two miles of force main, and new headworks at the WRF.

Years of Experience
25

Education
Bachelor of Science, Agricultural Engineering, Ohio State University

Memberships/Affiliations
Operator Training Committee of Ohio
Associate DBIA

Accreditations/Certifications
Class I Wastewater Operator License
Class II Water Distribution OIT
Backflow Prevention Device Tester

Relevant Projects

Sanitation District No.1 - Central Boone County Force Main and New Pump Station, Bullitsville, KY | Project Manager

Montgomery County Capital Facility Improvements and R&R Projects, Montgomery County, OH | Plant Engineer

Greater Cincinnati Water Works - Western Hills Pump Station Supply, Cincinnati, OH | Constructability Review



Stephen Brown, P.E.

Civil Engineering | Availability 40%

Gresham Smith

Stephen, whose specialty is site design, likes figuring out the ground rules of a client's vision, how it fits into the current context of the neighborhood, and creating a plan so others can construct it. He has abundant experience in zoning issues, site layout, paving, grading, drainage, stormwater management, utility design and sustainable site design. Stephen has provided the coordination to obtain approvals from local planning departments and state and federal agencies throughout the country. His strategies for navigating the permitting process have been praised in national publications.

Relevant Projects

Ultium Cells - New Lithium Ion Battery Manufacturing Plant Phase 1, Warren, OH

Ultium Cells - New Lithium Ion Battery Manufacturing Plant Phase 2 (Nightsky), Spring Hill, TN

Lexington-Fayette Urban County Government (LFUCG) - Town Branch Greenway,, Lexington, KY | *Civil Engineer*

Years of Experience
28

Education
Bachelor of Science, Civil Engineering, Tennessee Technological University



Jim Alderman, SEGD

Wayfinding & Design Guidelines | Availability 50%

Gresham Smith

Jim brings extensive experience in the planning, design and implementation of public wayfinding and environmental graphics programs. Over his career, he has developed expertise in environmental graphics and exhibit design for educational facilities, healthcare campuses, airports, urban developments, hospitality, retail, themed environments and office buildings. Jim brings to any project extensive experience in wayfinding, problem solving and information design. Jim believes a great sign program is created by gathering opinions at every level from the leadership team to the security staff. A sign program's success is determined by how people interact with it, which is why he believes clients should be an active part of the discussion.

Relevant Projects

The University of Tennessee - Cherokee Farm Innovation Campus, Knoxville, TN | *Lead Environmental Graphic Designer*

Lexington-Fayette Urban County Government (LFUCG) - Town Branch Greenway, Lexington, KY | *Environmental Graphic Designer*

Ultium Cells - New Lithium Ion Battery Manufacturing Plant Phase 1, Warren, OH

Ultium Cells - New Lithium Ion Battery Manufacturing Plant Phase 2 (Nightsky), Spring Hill, TN

Medpace - Madison Square Headquarters, Campus Master Plan, Cincinnati, OH

Years of Experience
38

Education
Bachelor of Arts, Architecture, Rice University



David C. Kelly, CCIM

Development Lead

Cushman & Wakefield

Availability: 50%

David Kelly joined Cushman & Wakefield in July 2011 as Vice President. Dave's career in real estate began in 1986 and has encompassed a wide variety of experience: industrial leasing, development, and asset management. He currently specializes in industrial brokerage in Greater Cincinnati. His core emphasis is industrial project leasing and sales. Dave has completed more than 1,100 real estate transactions over his career. Since joining Cushman & Wakefield in 2011, Dave has completed over 75 lease transactions (5,045,000 sf) valued in excess of $45 million.

Prior to joining Cushman & Wakefield, Dave was Vice President - Market Officer for Prologis, responsible for both the Cincinnati and Louisville markets for over 16 years. These portfolios are valued in excess of $500 million and totaled 14.1 million square feet of institutional grade industrial properties. His experience includes development, acquisitions, dispositions, leasing, and property management. Dave has also worked for Heitman Properties, Ostendorf Morris Colliers, and Mead Corporation.

Years of Experience

30

Education
University of Kentucky, BBA

Over 120 million SF leased or sold

Professional Affiliations
CCIM Designation #4124; Member of NAIOP; University of Cincinnati Real Estate Roundtable; Licensed Real Estate Broker in Ohio and Kentucky

Clients Served
Prologis, GLP, Eaton Vance, Clarion Partners, Kellogg, Procter & Gamble, International Paper, Levi Strauss, Honeywell, Tropicana, Amerisource Bergin, UPS, Best Buy, Konica Minolta, Sonoco, Cintas, Master Lock, IKON Office Solutions, Adidas, Ferguson Enterprises, APL, CEVA Logistics, NFI, BNSF, Delta Airlines, Johnson Controls, Meniscus Group, Sysco Foods, Groupon, Polar Air Cargo

Major Transactions
Since 1986, Dave has completed more than 1,100 transactions. Some of his major transactions include:

- Wayfair lease of 890,000 SF in Hebron, KY
- Johnson Controls lease of 604,000 SF in Louisville, KY
- Reynolds Metals lease of 526,000 SF in Louisville, KY
- Adidas lease of 492,000 SF in Hebron, KY
- Cornerstone Brands lease of 400,200 SF in West Chester, OH
- Innotrac lease of 396,000 SF in Hebron, KY
- APL Logistics lease of 382,800 SF in Louisville, KY
- Konica Minolta lease of 322,000 SF in Louisville, KY
- Groupon lease of 316,800 SF in Hebron, KY
- Schwarz Paper lease of 316,800 SF in Hebron, KY
- Master Grand Cabinets lease of 298,000 SF in Louisville, KY
- Procter & Gamble lease of 296,000 SF in West Chester, OH
- Best Buy lease of 236,000 SF in Louisville, KY
- Prologis/Meniscus Group sale of 235,000 SF in Fairfield, OH
- Palmer Donavin lease of 234,000 SF in Cincinnati, OH
- Graham Packaging lease of 190,787 SF in West Chester, OH
- Levi Strauss lease of 151,000 SF in Hebron, KY
- Mondelez lease of 111,000 SF in West Chester, OH
- Prologis/McLane Foodservice land sale of 43.8 acres in Hebron, KY

Community Leadership
Cincinnati Association for the Blind and Visually Impaired; UC Hoxworth Blood Center; Elana Brophy Memorial Foundation



Jeffrey R. Bender, SIOR, CCIM

Development Advisor
Cushman & Wakefield

Availability: 25%

A recognized expert in industrial real estate brokerage, Jeff represents investors, owners and occupiers in the leasing and sales of commercial real estate. Jeff has completed more than 2,400 transactions totaling more than 231 million square feet valued at more than $7.8 billion. In the past two years alone, Jeff has solved complex real estate challenges for clients including Link, Black Creek Group, Strategic Capital Partners, Stonemont Financial Group, and UPS.

In every transaction, Jeff works with clients to help them achieve the highest return-on-investment from their real estate by understanding their unique business drivers. He sees the big picture, helping organizations define how their space requirements can best serve their business most productively and efficiently.

His thoughtful analysis and insight makes him a national leader in industrial real estate and he is regularly called upon to speak at industry events. He serves on Cushman & Wakefield's National Industrial Advisory Board and chairs the Central Regional Agency Leasing team.

Years of Experience
33

Education
Xavier University, MBA in Finance
University of Cincinnati, BBA in Real Estate and Management

Over 231 million SF leased or sold

Over 2,600 acres sold

Professional Affiliations
SIOR and CCIM Designations; Member of NAIOP; Member of Cincinnati, Ohio, and National Associations of Realtors; Licensed Real Estate Broker in Ohio and Kentucky. Member, Urban Land Institute ; Member, Warehouse Education Research Council; Member, Council of Supply Chain Management Professionals

Jeff is a frequent speaker at industry events and is often quoted in media resources for his insight as a market expert.

Clients Served
Cabot Properties, Prologis, GLP, T.A. Associates, Dermody Properties, RREEF, Paul Hemmer Co., WP Carey, STAG Industrial, Macy's, Meritor WABCO, Duke Energy, Levi Strauss & Co., Home Depot, DRA Advisors, C-Safe Global, Givaudan, Dalfen, Meritor, ArcBest, Molto Properties, Accelerate 360, Granite Properties, and Brookfield Properties

Major Transactions
Since 1988, Jeff has completed more than 2,400 transactions totaling over 231 million square feet valued at over $7.8 billion. Some of his major transactions include:

- Dermody's lease of 890,000 SF to Wayfair, $33.6 million
- Sale of 484,000 SF from Prologis to Verst, valued at $18 Million
- Dalfen's multi-market portfolio sale valued at $131.4 Million
- Saddle Creek's lease of 544,320 SF from Stonemont, valued at $24.6 Million
- IDI's sale of Park North 5 to Lexington Realty, valued at $18.6 Million
- WPT sale of 897,000 SF to Exeter for $49.1 Million
- Strategic Capital's lease of 236,000 SF to Sleep Number valued at $12 Million
- Hillwood's purchase of two buildings totaling 667,000 SF valued at $29.7 Million
- Sale of the three-building Pomeroy campus for $19.4 Million

Community Leadership
Diocesan Catholic Children's Home, St. Elizabeth Medical Center Foundation, University of Cincinnati Rugby Football Club, Community Improvement Corp (CIC), Hamilton County Development Co., SBA Loan Commisttee, REDI Cincinnati, Foreign Trade Zones 46/47



Ben McNab, SIOR, CCIM

Executive Vice Chair
Cushman & Wakefield

Availability: 10%

Ben McNab joined Cushman & Wakefield in 1997. He specializes in the sales and leasing of industrial properties throughout Greater Cincinnati and Northern Kentucky.

Years of Experience
25

Education
Indiana University, BA, History and Sociology

Professional Affiliations

Society of Industrial and Office Realtors (SIOR)

Certified Commercial Investment Member (CCIM)

Cincinnati Board of Realtors Member

National Board of Realtors Member

Licensed Agent in the State of Ohio

Community Leadership

Mentor for undergraduate real estate students who are considering a future in commercial real estate sales.

Indiana University Student Athletic Board, Past Member

Cincinnati Children's Museum - Advisory Board Member

Montessori Center Room - Board Member, Treasurer

Over 100 million SF leased or sold

Clients Served

First Industrial Real Estate Trust, General Electric Company, RGW Development, Quebecor World, TRW/ Lucas Verity, OPUS North, Brown-Campbell Co., First Highland Development, AMB Realty, Prologis, Aegon USA, DCT, IDI

Major Transactions

- Andersen Corporation in the lease of a 120,000 SF industrial facility.
- Quebecor World in the sale of a 168,000 SF manufacturing facility.
- Brown-Campbell Co. in the acquisition of 11 acres and construction of a 120,000 SF manufacturing facility.
- K & W Development in the sale of a 378,000 SF flex complex for $19,000,000
- Flavor Systems acquisition of 120,000 SF manufacturing and distribution center
- RGW Development development of 146,000 SF flex space in West Chester
- Represented Tire Discounters in the purchase of new 191,000 SF Regional Distribution Center and Corporate Headquarters• Sale of two buildings in Park West International from INVESCO to Cohen Asset Management totaling 784,000 SF valued at $33 million



Tom McCormick, SIOR, CCIM

Managing Director | Availability: 20%
Cushman & Wakefield

Tom McCormick specializes in the sale and leasing of industrial properties throughout Greater Cincinnati and Northern Kentucky for Cushman & Wakefield. Tom has been serving clients since 1992 and represented a wide variety of local, regional, and national firms.

Prior to entering the industrial real estate business, Tom worked for Eli Lilly & Company in Columbus, OH.

Years of Experience
30

Education
Indiana University, Bachelor of Science in Business Marketing

Professional Affiliations
Society of Industrial and Office Realtors
Certified Commercial Investment Member

Clients Served
Apex Supply Chain Solutions, Atricure, Chem Pack Inc., Daikin Applied America, Diebold Inc., First Highland, Fit For Life, Graphic Information Systems, Harris Distributing, Hoop Tech Products, McLean Foods, MetLife, Midwest Properties, New Sabina Industries, Plymouth REIT, Prologis, STNL Properties

Over 150 million SF leased or sold

Major Transactions

- 600,000 SF industrial investment sale in Wilmington OH
- 400,000 SF speculative building by Metropolitan Life in Fairfield
- 200,000 SF distribution center lease for Fir For Life
- 170,000 SF distribution center lease for Protective industrial Products
- 150,000 SF warehouse lease in Columbus, OH for New Sabina Industries
- 150,000 SF speculative warehouse leased for Prologis
- 120,000 SF BTS for Kadant in Lebanon, OH
- 80,000 SF industrial building sale for Diebold Inc.
- 46,000 SF industrial building sale for STNL Properties
- 30 acre land acquisition for McLean Foods in Northern Kentucky



Seattle Stein

Senior Associate | Availability: 50%
Cushman & Wakefield

Seattle Stein joined Cushman & Wakefield in January 2019 as part of the Industrial Services Group. He specializes in industrial properties offering landlord and tenant representation in sales and leasing throughout Greater Cincinnati and Northern Kentucky. He is dedicated to diligently working with clients regarding real estate strategies and solutions to optimize business operations.

His occupier representation responsibilities include site selection, lease analysis, lease comparison, and lease/purchase contract negotiation. He understands the reporting requirements, budgeting, underwriting, acquisition and disposition efforts. He represents owners of multi-tenant, private, and institutionally owned buildings.

Years of Experience
4

Education
Florida Atlantic University, BBA in Management & Entrepreneurship

Professional Affiliations
Cincinnati Board of Realtors Member
National Board of Realtors Member
Licensed Agent in the State of Ohio and Kentucky

Clients Served
Cabot Properties, DRA Advisors, Dalfen America, Agellan Capital Partners



Brian Quinn

Project Management Director | Availability: 25%
Cushman & Wakefield

Brian Quinn is a Project Management Director for Cushman and Wakefield (C&W). Representing his client's interests from project inception to completion, Brian coordinates large professional teams to implement design and construction solutions. He provides a complete range of services, including strategic planning, programming, estimating and budget control, scheduling, design and construction management, contract administration, project closeout and post-construction services.

Just prior to joining C&W, Brian worked on several high- profile projects throughout the Midwest Region, most notably the Total Quality Logistics build-to-suit of their new corporate headquarters in Eastgate, Ohio; the ground-up development of the Sencorp / Senco world headquarters in Cincinnati, Ohio; and the Shire Pharmaceuticals building renovation in Newport, Kentucky.

Brian not only has experience with multiple types of construction (industrial, commercial interiors, ground- up, retail) but also has fostered solid relationships with several well- respected clients, including Greyhound Lines, First Student Bus, Time Warner Cable, xpedx, Lincoln Financial, Total Quality Logistics, and Spectral Systems.

Years of Experience
23

Education
University of Cincinnati

Professional Affiliations
Society of Industrial and Office Realtors
Certified Commercial Investment Member

Clients Served
Greyhound Lines, First Student Bus, Time Warner Cable, xpedx, Lincoln Financial, Total Quality Logistics, and Spectral Systems.



David Parker

Senior Project Manager | Availability: 30%
Cushman & Wakefield

David is a Senior Project Manager for the Tenant Advisory Team. With more than 30 years of experience in the construction and development industry, David is the "go-to" guy for ensuring a successful project from inception to completion. His experience includes extensive site selection, due diligence, masterplan concept and project team organization for the development of complicated projects. Along with extensive preconstruction management, detailed estimating, design professional and construction manager selection, David provides project team leadership, oversight of the day-to-day running of complex construction developments and projects, project turn-over and owner occupancy management. The extensive experience includes complicated healthcare acute and ambulatory projects, office buildings, institutional developments, government facilities, civil improvement projects and education facilities

Years of Experience
30

Clients Served
AtriCure, City of Centerville, Dover Business Services, Ensemble Health Partners, Hamilton County, Horter Financial, Kadant Black Clawson



Rich McCorkle

Senior Director, Engineering | Availability: 30%
Cushman & Wakefield

Rich McCorkle is part of Cushman and Wakefield's National Engineering Services Group leadership team. He is responsible for the engineering operations for the eastern Midwest. His region includes assets in Indiana, Ohio, Kentucky, and Tennessee. He works closely with property management and engineering to implement and maintain market-leading services and procedures for Cushman & Wakefield's clients and their assets.

Rich is passionate about training and development, many times providing hands-on, in-house training on equipment to ensure proper operational procedures and overall customer service excellence. He utilizes the Cushman and Wakefield engineering disciplines to help guide all stakeholders and staff in delivering unrivaled engineering services.

Since joining Cushman and Wakefield in 2010, he has grown his knowledge and experience while supporting high-rise, campus settings, and large industrial and retail portfolios. Rich has developed several Cushman & Wakefield national best practices, engineering disciplines, and other initiatives.

Years of Experience
30

Education
Indiana University, Bachelor of Science in Business Marketing



Christian Hinkle, RPA

Asset Services | Availability: 25%
Cushman & Wakefield

Christian joined the firm in the Spring of 2006 and currently serves as the Asset Services City Leader for Cincinnati and Dayton, leading a staff of over 100 office and field employees managing office, medical office, industrial and retail properties throughout Greater Cincinnati and Dayton, Ohio. Christian joined the company as an Assistant Property Manager and helped oversee a $10 million renovation of the 580 Building, eventually managing an expansive portfolio of his own, consisting of two CBD high rise buildings, 800,000 SF of suburban office properties, and 2,000,000 SF of industrial. Christian has since served in a variety of management roles, including strategic account management of the Mercy Health account and also as General Manager of Real Estate for US Bank. He most recently managed a portfolio of over 1,000,000 SF of office property located in the CBD and Fairfield, Ohio.

Years of Experience
18

Education
University of Cincinnati, Bachelor of Business Administration; Finance and Real Estate

Professional Affiliations
Licensed Ohio Real Estate Salesperson
Board of Directors, BOMA Cincinnati



Marnie Castleberry, RPA

Asset Services | Availability: 30%
Cushman & Wakefield

Marnie joined Cushman & Wakefield in 2004 and has over 20 years' experience in commercial property management operations, budgeting, financial management, leasing and receivership services. She has experience managing downtown high-rise, office, industrial, medical and retail properties. Marnie currently provides strategic account oversight for the 1.9M SF Neyer Properties Portfolio and also serves as our Director of Operations for the Cincinnati/Dayton Markets. She provides support to all our market teams, ensuring compliance with policies.

Clients Served

ACG Equities, AEGON USA Realty Advisors, Agellan Capital Partners, AIC Ventures, AIG, Alliance Commercial Partners, American Equity Investment Life Insurance Company, Anderson Birkla Investment Partners, BPG Properties, Cabot, CapHarbor, Clarion Partners, Cohen Asset Management, Commercial Development Company, Cornerstorne Real Estate Advisors, CWCapital, FirstCity Financial Corporation, Fortress, GE Capital, Guggenheim, High Street Equity Advisors, IndCor Properties, Interventure Advisors, JP Morgan, Liberty Property Trust, Lincoln Harris, LNR Partners, Matrix Holdings, Quantum Investments, Secured Debt Investments, Situs, Southern Farm Bureau, Stancorp, TA Associates, Thrivent Financial, TIC Properties, Tourchlight Investors, Welsh Property Trust, Woodmen of the World

Years of Experience
20

Education
Xavier University - BS in Business Administration, Management Major, summa cum laude

Professional Affiliations
Licensed Real Estate Sales Person in Ohio
Member of Greater Cincinnati and Dayton BOMA Chapters
Commissioned Notary Public - State of Ohio
Member of CREW Network



Rachel Dennis

Marketing Manager | Availability: 30%
Cushman & Wakefield

Rachel is the Marketing Manager for our Cincinnati and Columbus offices. She brings over 15+ years of marketing and commercial real estate knowledge with her. She is responsible for planning, developing and implementing clearly defined marketing and communications strategies to further business growth and enhance brand equity across all service lines. Rachel is self-confident, energetic and passionate about what she does. Her ability to tackle new challenges with speed and efficiency has continued to amaze her colleagues.

Prior to joining Cushman & Wakefield in 2013, Rachel was the Assistant Director for a Not-For-Profit Humane Society where she provided oversight for 10 staff members and over 100 volunteers. She also was in charge of all marketing and communications and helped lead the way for a capital campaign of a new facility.

Years of Experience
15

Education
Associates Degree in Business Management

Professional Affiliations
Licensed Ohio Real Estate Salesperson



Molly Foree

Environmental Planner | Availability 40%

Third Rock Consultants, LLC

Molly is the President and owner of Third Rock Consultants. She is a licensed attorney specializing in state and federal environmental law. Her expertise in environmental planning and her extensive knowledge of environmental law makes her participation in projects invaluable. Molly personally manages all LFUCG work orders, as a point of contact to both Tetra Tech and the City.

Years of Experience
27

Education
JD University of Kentucky College of Law
Bachelor of Arts, English,
University of Kentucky

Registrations
KBA #84944

Memberships/Affiliations
Kentucky Bar Association
Kentucky Stormwater Association
Kentucky Waterways Alliance

Relevant Projects

As President of Third Rock, Molly oversees the day-to-day business of the company. As a Senior Environmental Planner and experience project manager, Molly personally manages Third Rock's largest contracts, including those with Tetra Tech over the last 15 years to provide consulting services to LFUCG. From a technical standpoint, her extensive background in environmental policy makes her oversight of Third Rock's projects invaluable. She has an intimate understanding of the statutes and implementing regulations that drive the NPDES and other programs at both the federal and state level. She is able to assimilate vast amounts of varied data in a way that translates to both technical and non-technical audiences.



Casey Mattingly

Environmental Engineer | Availability 70%

Third Rock Consultants, LLC

Casey is a licensed engineer and Engineer of Record responsible for the design and construction phases of all projects. Working with Third Rock's project engineers, permitting specialists, and support staff, his responsibilities include design development including engineering calculations and hydrologic/ hydraulic modeling, production of construction plans and bid documents, cost estimation, scheduling, and construction administration and oversight.

Years of Experience
17

Education
BS in Physics, Morehead State University
BS in Biosystems and Ag.
Engineering,University of Kentucky

Registrations
Engineer: KY, TN, WX, IN,
KEPSC Inspector
MSD EPSC Contractor
MDS QPC Inspector

Memberships/Affiliations
American Society for Civil Engineers
Kentucky Stormwater Association

Relevant Projects

Casey's project portfolio is diverse, ranging from stream and wetland restoration using natural channel techniques to traditional site/civil projects. Casey's areas of design expertise include stream and wetland restoration, nonpoint source pollution and stormwater management, and "green" stormwater infrastructure. He has successfully restored over two dozen miles of stream and wetland using both natural channel and urban channel design and incorporating a wide variety of in channel grade control structures, in channel bank stabilization structures, bio-engineering bank techniques, habitat improvement structures, floodplain restoration, and riparian buffer enhancement.



Sean Suder, JD

Planner & Lawyer | Availability 60%

Zone Co

As a city planner and lawyer who has worked in both the private and public sectors, Sean combines his technical and practical knowledge and experience with innovative zoning methodologies. In his role as the City of Cincinnati's chief land use counsel, Sean served as lead counsel for the award-winning Cincinnati form-based code and historic preservation ordinances. He is a national authority on innovative zoning methods and practices, including Development Pattern Districting (DPD), our widely-acclaimed intuitive zoning approach.

Years of Experience
15

Education
Juris Doctor, University of Virginia School of Law
Bachelor of Urban and Environmental Planning, University of Virginia

Certifications
Congress for the New Urbanism
Form-Based Code Institute Heritage Ohio
Urban Land Institute
American Planning Association
National Trust for Historic Preservation (Member)
Over-The-Rhine Foundation (Trustee & Preservation)

Relevant Projects

South Bend, IN: Zoning Code Peer Review Services

Dormont, PA: Zoning Code Update

Vienna, VA: Zoning And Subdivision Code Update

Kent County, MD: Land Use Ordinance Update

Marysville, OH: Zoning Code Update

Gahanna, OH: Zoning Code Update

Sidney, OH: Zoning Code Update

Germantown, TN: Zoning Code Audit

Avondale Estates, Ga: Zoning Code Audit

Westerville, OH: Legal Counsel And Subsequently Retained As Project Manager

Winchester/Winsted, CT: Zoning Ordinance Update

Litchfield, CT: Zoning Ordinance Update



Jocelyn Gibson

Senior Planner | Availability 70%

Zone Co

Jocelyn has always been passionate about zoning as a vehicle for bringing about change in the built environment. As a City Planner in the public sector, she took special interest in Zoning Hearings and the every day development decisions that lead to profound change over time. She has both public and private sector code writing and planning experience, supplemented by private sector real estate experience.

Years of Experience
10

Education
Masters Of Community Planning University Of Cincinnati
Bachelor Of Arts, International Affairs University Of Cincinnati

Memberships/Affiliations
Board Member, Congress for the New Urbanism
American Planning Association, Diversity, Equity & Inclusion Committee, and Legislative Committee

Relevant Projects

Bowling Green, OH: Gateway District Development And Subsequently Retained For A Full Zoning Code Re-Write

North Canton, OH: Main Street Districts Development And Subsequently Retained For A Full Zoning Code Re-Write

Vienna, VA: Zoning And Subdivision Code Update

Kent County, MD: Land Use Ordinance Update

Sidney, OH: Zoning Code Update

Westerville, OH: Legal Counsel And Subsequently Retained As Project Manager

City of Cincinnati Land Development Code (while working in city government)



Years of Experience
27

Education
JD University of Kentucky College of Law
Bachelor of Arts, English,
University of Kentucky

Registrations
KBA #84944

Memberships/Affiliations
Kentucky Bar Association
Kentucky Stormwater Association
Kentucky Waterways Alliance

Nathan Long

Geotechnical Engineer | Availability 70%

KS Ware

Mr. Long is a Professional Engineer and Geologist with over 19 years of performing and managing geotechnical investigations for a wide range of clients. He has managed geotechnical and construction inspection projects with contract values up to $1.2M. These projects are typically related to transportation (highways and railroads), commercial/industrial, and flood control (levee and dam embankments). Mr. Long's technical experience includes performing geotechnical investigations, full-time field engineering for construction projects, soil and rock sampling, field and laboratory testing, slope stability modeling, construction specifications & more.

Relevant Projects

USACE – Intelligence Production Complex for NASIC at Wright Patterson AFB, Dayton, OH

KYTC I-64 Corridor Study, Louisville, KY

Great Lakes Distribution Center Expansion, Delaware, OH

KYTC - Owensboro Outer Loop, Daviess County, KY

KYTC US-42 Improvements, Prospect, KY

Mill Creek Elementary/Middle School and Nolensville High School; Nolensville, TN



Years of Experience
23

Registrations
Professional Land Surveyor: KY (#3350)

Memberships/Affiliations
Kentucky Association of Professional Surveyors, Vice President, Internal Affairs
National Society of Professional Surveyors

Kevin Phillips, P.E., PLS

Survey | Availability 70%

Endris Engineering

Kevin Phillips is the President of Endris Engineering. He started working for the firm while still in high school and was named President in 2006. Kevin has been a Professional Land Surveyor since 1997 and was the Kentucky Association of Professional Surveyors' Surveyor of the Year in 2015. Kevin has previous experience surveying at the Coldstream site, and understands the Turkey Neck Property.

Relevant Projects

Over 350 ALTA Land Title Surveys

Over 1,000 Topographic Surveys

Over 600 Property Surveys

Surveying for Highway Design

Survey Crew Party Chief

AutoCAD and Carlson Survey operator



Years of Experience
30

Education
Bachelor of Arts, Public Relations, Miami University of Ohio

Certifications
APR Certified, Public Relations Society of America

Memberships
Treasurer, PR Consultants Group

Mimi Rasor, APR

Public Outreach | Availability 70%

Rasor

Mimi is a Cincinnati-based public relations and marketing professional with nearly 30 years of experience. As Rasor's founder, she has overseen management of the agency's local, regional, and national clients in a number of industries since 2005. Mimi has developed an expertise in managing public involvement needs for public transportation and infrastructure projects, as required by NEPA.

Relevant Projects

Mimi Rasor supported the crisis communication response to the emergency closure of the Brent Spence Bridge in November 2020 and was recognized by KYTC as a "Highway Hero" for that work. Mimi provides strategy and counsel for all past and current public sector projects including Imagine Nicholasville Road; Brent Spence Bridge maintenance projects in 2017 and 2021; Improving Turkeyfoot Road; North Hamilton Crossing; and others in Kentucky, Indiana, and Ohio. Under her leadership, Rasor has received 19 awards from the Public Relations Society of America and a Pinnacle Award from the American Marketing Association. Mimi was recognized as a Cincinnati influencer in Lead Magazine and her firm has been recognized by the Women Excel program of the Cincinnati Chamber of Commerce and the Goering Family Business Awards.

Section 2.0

Why Our Team is Best Suited for this Project

The Gresham Smith team will take the plan from vision to reality.

The Gresham Smith design team is excited to build on the success of the Legacy Business Park Master Plan to prepare engineering plans for the full 200-acre site and Phase 1 infrastructure. We will work hand in hand with the real estate services team from Cushman & Wakefield to confirm the vision, plan, and future tenant expectations are in alignment. We understand the guiding principles for developing the property because they were integral to the master planning process.

Internal to Gresham Smith we are bringing a team of seasoned design, planning and infrastructure professionals who understand how to take this project from vision to reality. We have worked together on cross discipline projects for years and appreciate the nuances of how to prepare, coordinate, permit and implement large scale infrastructure plans. Our experience and our proven ability to collaborate across disciplines will benefit this project in the following ways:

We Will Hit the Ground Running

Our team led the successful and award-winning master plan for the Legacy Business Park which gives us an unmatched understanding of project goals and stakeholders/agencies like KYTC, local utilities and Lexington Planning and their needs/goals. Our team is ready to get to work so this vision can become reality for Lexington.

We have Experts for Each Unique Project Element

This project requires a multidisciplinary team that is familiar with industrial development and infrastructure and we are bringing just that. Under Gresham Smith's roof we are bringing experts in industrial site design, civil engineering, utility design, KYTC roadway and intersection design, planning and zoning, landscape architecture, and municipal lift station design. We will be collaborating with trusted local and regional team members who will deliver on environmental permitting, geotechnical evaluation, topographical survey, design guidelines, covenants and restrictions.

We Know the Community

Because of our work on the master plan and around Lexington, we know firsthand how important it is for the Legacy Business Park to be a good neighbor. Success for the community will be found in the design of the open space, edges/buffers, and trail connections. However, as important as design will be transparency and public communication. To maximize our capabilities we have asked our trusted collaborators from RASOR to bolster our team and help coordinate with stakeholders and the public through all phases with the development and maintenance of a project website.

We Bring Extensive Experience Delivering Federally Funded Projects

The Gresham Smith team has extensive experience delivering federally funded infrastructure projects. From transportation programs like TIGER and RAISE to EPA State Revolving Funds we have staff who have been administering federally funded projects their entire careers. We understand this project will be utilizing American Rescue Plan Act (ARPA) funds and our team is comfortable and committed to supporting project transparency and compliance throughout the process.

What sets us apart is our team's experience from the master plan to delivering infrastructure for economic development projects.



Cushman & Wakefield's focus on Commercial Real Estate means they set the standard for best practices.

The Cushman & Wakefield regional Industrial Services Team provides strategic real estate solutions for buyers, sellers and users of industrial properties and developable land. C&W experts bring decades of experience, superior market intelligence and a customized approach to help clients maximize value and improve business success.

Leveraging the power of the Cushman & Wakefield global platform, our expertise spans the spectrum of commercial real estate services, and clients benefit from the shared knowledge, collaboration, and best practices derived from a firm powered by creative thinking, the innovative use of technology, and an unmatched passion for real estate.

Clients First

Cushman & Wakefield's client-first mentality, which is woven into everything we do, sets us apart from other firms. We are known for our processes for transaction management, site selection and the integration of our entire platform of services. We provide a seamless solution that saves clients time and money. But more than just our processes, our specialized industrial and supply chain knowledge benefits clients like LFUCG in developing a successful real estate strategy.

Industrial Strength

Our team has a three-year average of over 300 million sf of transactions and $7 billion in transaction value. Our team of professionals have over 100+ years of collective experience in the Cincinnati/Northern Kentucky trade areas.

Integrated Supply Chain and Real Estate Strategy

Cushman & Wakefield was the first major real estate provider to deliver seamless real estate solutions that factor in all aspects of the supply chain. Always focused on your project goals, our experts understand that real estate is one only piece in a much larger puzzle.



Our Lessons Learned Create Value for You

Cushman & Wakefield's industrial experts have extensive experience marketing and selling land, distribution centers and manufacturing sites. Our activity within the market provides us access to buyers and investors in the United States and globally. The firm's 50,000 professionals across the globe will be certain that the targeted buyers/investors are appropriately briefed about any disposition opportunity.

A Truly Integrated Team Wins

Our integrated approach provides a level of efficiency, discipline and coordination that will produce tangible economic benefits for Lexington. Our site marketing process streamlines labor analysis, property comparisons, incentives and real estate negotiations to provide our clients with a timely and informed real estate solution.

We've Seen It All

We have successfully partnered with clients across the globe in all industries and sizes. We will hit the ground running and generate measurable results from Day One.



Innovative Approach

Combined Gresham Smith and Cushman & Wakefield will provide one innovative approach that tackles this project's most critical challenges. We will break down typical silos between design and real estate and allow creative ideas to develop from day one. This collaboration will add value to the site, community, and for end users. Our team will focus on:

Maximizing Value for Phase 1 Investment

Innovation requires collaboration, our team will work together from day one with the IDA breaking down traditional silos between design and real estate services. We will begin by clearly defining the goals, opportunities and challenges for the first phase of infrastructure and develop an approach that is end user focused and maximizes ROI for LFUCG.

Integrating Marketing and Branding from Day 1

Together this team will define the value add of the "shovel ready" work performed for end users, and the team will work together to develop a pitch for the site that celebrates the truly unique opportunity to maximize value.

Innovative Approaches for Implementation

Together our team will explore innovative approaches to this projects most complex issues. We will evaluate early contractor involvement, innovative project delivery methods, vital construction material availability and lead times, permitting timelines, and agency and utility coordination. Each step of the way the design and real estate team will be on the same page translating to better overall coordination for the client team and community.

Cohesive Public Relations and Community Outreach

Our team knows how important project outreach, branding and communication is to project success. We will coordinate throughout the project keeping the community in the know. This will translate to better day-to-day interactions and trusted relationships.

Section 3.0

Project Experience

Relevance to Your Project

Highlights

- Completed in 5 months
- 200 Acre Campus
- Innovative, digital community engagement
- Completed on time despite COVID-19 challenges using virtual tools and coordination

Location
Lexington, KY

Size
200 acres

Services
Master Planning
Civil Engineering
Community Engagement
Finance Planning
Preliminary Habitat, Wetland, and Archeological Assessment
Landscape Architecture
Transportation Planning

Awards
KY ASLA Planning

Team Members
Louis Johnson
Erin Masterson
Matt McLaren
Jason Hale
John Eckler

Reference
Kevin Atkins
Chief Development Officer
LFUCG
859.258.3152
katkins@lexingtnoky.gov



Legacy Business Park Master Plan

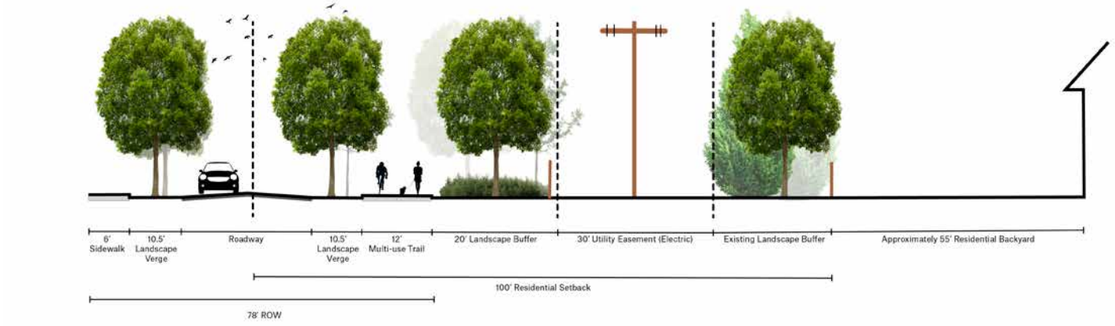
LFUCG Industrial Development Authority
Gresham Smith

The City hired Gresham Smith to create a master plan for the 200-acre Coldstream site, which was home to the University of Kentucky's Coldstream Dairy Research Farm. The master plans goals included: attracting new businesses and creating jobs by preserving and enhancing the surrounding environment, integrating public open space, and providing connectivity to local roadways, trails and greenways.

In the initial phase of the five-month process, the Gresham Smith team set a strong foundation by investigating the site's existing conditions, challenges and opportunities. Given the site's location within the Cane Run Watershed and Royal Spring Aquifer, the project team explored ways to protect and enhance the natural ecosystem on the site while also leveraging the natural features into funding and placemaking opportunities. Additionally, the team spent time considering the impacts on the overall roadway system due the access provided by I-75 and I-64 by way of Newtown Pike and Georgetown Road, as well as how a connection to the Legacy Trail could provide unprecedented multimodal access to jobs at the site while also serving as a placemaking element.

The project team then put pen to paper, developing early infrastructure concepts before gathering feedback from community stakeholders and residents from the adjacent Coventry and Kearney neighborhoods. Using an online portal, community meetings, interactive surveys, and direct text lines, Gresham Smith gathered input on the project elements that are most pertinent to the community, such as traffic and roadway safety, access and circulation, visual impacts and land uses. Once feedback was integrated into the development strategy, the project team created an implementation plan that outlined strategic financing options, zoning timelines, phasing plans and permitting steps to move the infrastructure project forward to provide economic development opportunities for the Lexington community.







Relevance to Your Project

Highlights

- Completed the Master Plan before implementing infrastructure
- Institutional client
- Similar size and scope of work
- Completed Design and Construction Administration phases
- Our team led and are currently updating the plan and design guidelines

Location
Knoxville, TN

Size
1,600,00 Total sf
188 Total Acres
77 Developable Acres
26 Acres Archeological Site
16 Buildings

Services
Landscape Architecture
Multimodal Planning
Sustainable Design
Traffic Engineering
Transportation Engineering
Transportation Planning
Signage and Wayfinding

Awards
American Graphic Design & Advertising Award

Team Members
Jim Alderman

Reference
Don Graham, R.A., Staff Associate Architect, UT Division of Facilities Planning
dgraha10@utk.edu
865.974.2231



Cherokee Farm Innovation Campus

University of Tennessee
Gresham Smith

In order to position itself as one of the world's most dynamic campuses for collaborative research and support economic development in Tennessee, the University of Tennessee (UT) wanted to establish a state-of-the-art science and technology research campus focused on solving problems of national significance. The 188-acre Cherokee Farm Innovation Campus lies across the Tennessee River from the University system's flagship campus in downtown Knoxville.

Gresham Smith was initially tasked with providing an infrastructure design that would support a world-class research campus. During the data collection and investigation phases, it became evident that a master plan was needed. We partnered with the UT Division of Facilities Planning to develop the goals, objectives and plan for the campus, working closely with the University community and the public throughout the planning process. Master planning efforts focused on establishing a module—the quads—which can be replicated over time. Consistent with the emphasis on innovation, UT is committed to developing Cherokee Farm sustainably.

The resulting master plan includes sites for 16 buildings and approximately 1.6 million square feet of development on 77 of the 188 acres. Sustainable planning and design strategies drive both the master plan and accompanying development guidelines. The orientation of the buildings supports passive and active solar collection, and the quads and surface parking lots can serve as geothermal fields.

The development guidelines call for the use of green roofs, recycled materials, daylighting, green stormwater management and photovoltaic systems. At build-out, Cherokee Farm will reflect the innovative mission and collaborative spirit of the campus through a rich combination of public and private spaces.

Upon completion of master planning, our team was engaged to design site infrastructure for Cherokee Farm. We were responsible for all infrastructure design including roadways, utilities, stormwater and grading. The site's isolation, combined with UT's commitment to cost-effective, sustainable design solutions, prompted UT to task us with an evaluation to determine the most appropriate wastewater disposal solution for the site.

The study included three collection system options, eight offsite force main routes and six on-site wastewater treatment and disposal options.

The collection system options included a low pressure grinder pump system and two different configurations of a conventional gravity collection system. The off-site disposal options all involved a pump station and included force main routes to various locations, all of which had complications. The treatment options included lagoon treatment augmented by solar-powered aerators/circulators; two modular proprietary treatment systems; a proprietary packed media treatment system; a membrane bioreactor; and a recirculating sand filter.

The various options were evaluated on the basis of life-cycle costs with consideration given to sustainability, aesthetics and operational requirements. The life-cycle cost calculations assumed a 30-year development period, and wastewater generation was modeled to increase at a constant rate over the 30-year period.





Relevance to Your Project

Highlights

- Led all site design, infrastructure design and landscape design
- Utilized innovative project delivery model
- Similar site size for a single end user
- Completed Construction Administration phases

Location
Warren, OH

Size
$2.3B Invested
2.8M sf
156 acres
30 GWH Annual Capacity
1,100 Jobs Expected

Services
Architecture
Engineering
Landscape Architecture
Commissioning
Master Planning
Process Utilities
Site Development
Substation Design

Team Members
Stephen Brown
Matt McLaren

Reference

Brad Kim
Electrical, Construction Planning Team - Battery
LG Energy Solution
947.209.9968
kimgh65@lgchem



Ultium 1 | Lordstown Battery Plant

Ultium Cells, LLC | LGES/General Motors JV
Gresham Smith

Ultium Cells LLC—a joint venture between GM and LG Energy Solution (subsidiary of LG Chem)—is investing up to $2.3 billion to build a new lithium-ion battery cell manufacturing plant in Lordstown, Ohio that's expected to create more than 1,100 jobs. Gresham Smith is delivering full design services as well as engineering and commissioning via the Integrated Project Delivery model.

Stretching across 156 acres, the plant will occupy 2.8 million square feet of total floor area, and it will have an annual capacity of more than 30 gigawatt hours with room to grow. The Ultium batteries will be the used to power the new third-generation global electric vehicle platform that will be used in a number of new GM electric vehicles. To meet the power demands required by the gigafactory, our in-house utility team provided design services for the construction of a highvoltage overhead power transmission line and substation.





Relevance to Your Project

Highlights

- Successfully implement a strategic marketing plan for redevelopment site
- Advised Buyer on site planning and future building designs
- Assisted Buyer with complicate governmental PUD approvals
- Led marketing initiatives to successfully lease 100% of the buildings
- Currently providing Property Management services to 576,000 SF of buildings

Location
Springdale, OH

Size
110 Acres
576,000 sf

References
Richard Horn
CEO – Strategic Capital Partners rhorn@strategiccapitalpartners.net

Melanie Gangel
PCCP, LLC - Director, Leasing
mgangel@pccpllc.com



Springdale Commerce Park

Viking Partners and Strategic Capital Partners
Cushman & Wakefield

The Springdale Commerce Park, Springdale, OH project is an 110 acre redevelopment of the former General Electric employees golf course and park located in the Cincinnati suburbs.

The Cushman & Wakefield Cincinnati/ Northern KY Industrial Services Team (C&W) was engaged by the land seller to market the sale of this site which resulted in the sale to a partnership between the buyer Strategic Capital Partners and PCCP (SCP). SCP subsequently redeveloped the site into a Class A industrial park. C&W was instrumental in assisting the buyer throughout the in-depth site due diligence process as well as the City of Springdale Planning Commission / City Council approvals. Ultimately an Industrial PUD was granted paving the way to redevelop the site. A governmental incentives was secured through Hamilton County to assist in the funding of major infrastructure items. C&W assisted SCP with the development designs, construction pricing and speculative buildings marketing.

To date two buildings have been successfully leased 100% by C&W totaling 576,000 SF. Leases were secured with manufacturing, high-tech assembly and industrial processing companies. C&W Asset Services is providing property management services to these buildings. The community has benefited from increased tax base, improved roadway and numerous jobs created.





Relevance to Your Project

Highlights

- Negotiated ground lease with the University of Kentucky including additional growth built in
- Built new 130,000 SF facility in the Coldstream Research Campus
- Identified $5M in savings by owning versus leasing the facility
- Procured more than $8M in tax and economic incentives
- Created room for an additional 100 employees due to efficient floor plates and design

Location
Lexington, KY

Size
130,000 sf Build-to-Suit

Services
Transaction Management
Lease Negotiation
Location Analysis
Financial Modeling

References
Richard Horn
CEO – Strategic Capital Partners rhorn@ strategiccapitalpartners.net

Melanie Gangel
PCCP, LLC - Director, Leasing
mgangel@pccpllc.com

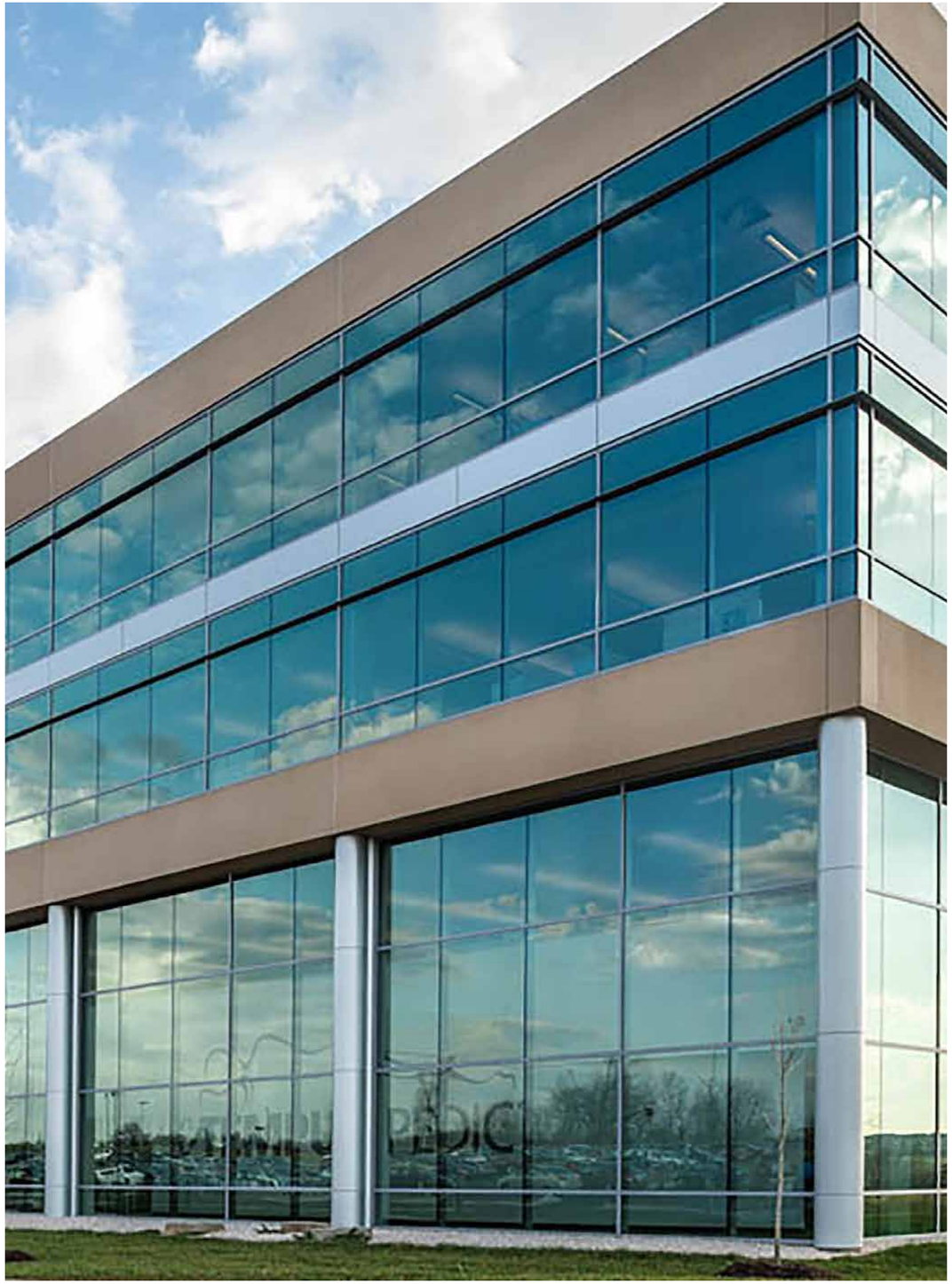


RiverCenter II

Tempur + Sealy
Cushman & Wakefield

Tempur + Sealy was in an outdated and inefficient facility with very few viable alternatives in the marketplace. Cushman & Wakefield was facing a fast-approaching lease expiration, in a building that could not meet the expanding business needs of Tempur + Sealy, and did not portray a premium brand identity for a global headquarters.

No existing buildings in Lexington were the right fit for their new image so building new facility was the only solution. Lexington is unique in that the commercial area is restricted to boundaries meant to preserve horse land, therefore available build-to-suit sites are difficult to assemble.



Relevance to Your Project

Highlights

- Assisted both Seller and Buyer negotiations with complicated governmental long term land leases
- Provided advisory services for site planning and building designs.
- Completed extensive real estate market research and justification for buyer
- Implemented successful marketing program resulting in 1.16M SF of leases

Location
Hebron, KY

Size
70 Acres
1,162,000 sf

Reference
Douglas Kiersey
President – Dermody Properties
DKiersey@Dermody.com

Paul Hegedus
Vice President Commercial Management – Greater Cincinnati Northern Kentucky International Airport
phegedus@cvgairport.com



Greater Cincinnati-Northern Kentucky International Airport (CVG) Land

Dermody Properties
Cushman & Wakefield

This land project is the result of C&W successfully negotiating long-term land leases with Kenton County Airport Board and Dermody Properties. This was comprised of two non-core CVG airport sites eventually developed with two state-of-the-art industrial buildings.

Cushman & Wakefield Cincinnati/Northern Kentucky Industrial Services Team (C&W) was initially engaged by Dermody Properties to obtain sites in the Cincinnati market for industrial development. By way of C&W initiatives, we achieved the successful negotiation of two very complex land leases totaling 70 acres with CVG. C&W assisted Dermody Properties through the lengthy due diligence of FAA approvals as well as the Kenton County Airport Board approval vote. Subsequently, two Class A industrial distribution centers were constructed totaling 1,162,000 SF. C&W successfully marketed the buildings resulting in an 898,000 SF build-to-suit and a 264,000 SF lease. To date this is the largest land lease/development project at CVG.

The C&W Team and a C&W national Capital Markets team successfully sold both buildings to two separate institutional investors despite the complicated nature of a governmental land leases. C&W Asset Services has provided property management services to these buildings. The community has benefitted from CVG land lease revenue, increased taxes, jobs creation and growth of local commerce.





Relevance to Your Project

Highlights

- Implemented strategic marketing plan for 293 acre greenfield land site
- Assisted both Seller and Buyer through extensive due diligence process to entitle the land
- Provided in depth market research to justify development
- Successfully leased / sold 1.6M SF of the developed industrial buildings

Location
Walton, KY

Size
293 Acres
1,684,000 sf

References

David Knock
Principal Owner – Omaha Enterprises
dknock@4stellar.com

Scott Sachleben
Executive Managing Director – US Capital Development
ssachtleben@uscd.com

Zack Markwell
CEO – Stonemont Financial Group
zack.markwell@stonemontfinancial.com

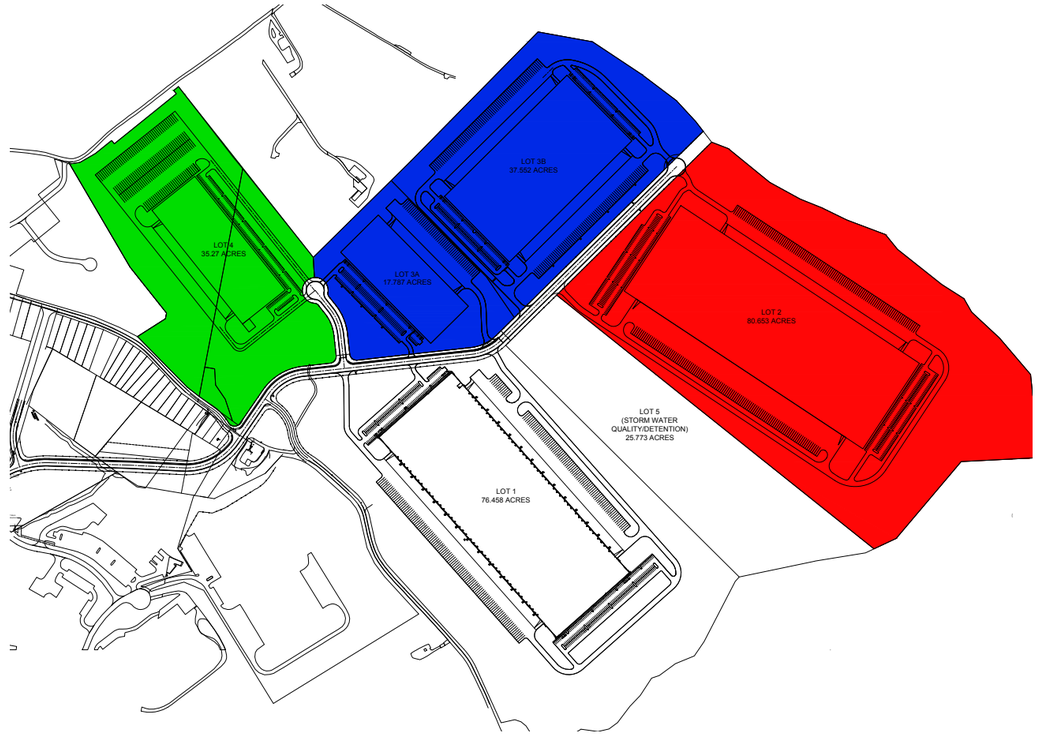


Walton, KY Industrial Greenfield Site

Omaha Enterprises
Cushman & Wakefield

The Walton, KY project is a 293 acre greenfield development of a new Class A industrial park. The Cushman & Wakefield Cincinnati/ Northern KY Industrial Services Team (C&W) was engaged by the land seller to market the sale of this site which was decades long accumulation of small farms with the dream of the owner to create a state of the art industrial park. C&W was engaged by the seller Omaha Enterprises to create a marketing plan that fit the current needs of the industrial real estate market. Detailed site plans were created along with an entitlement plan. C&W was instrumental in assisting the buyers throughout the in-depth site due diligence/entitlement process. The site was topographically and locationally challenged in need of creative marketing to create the vision. An incentive package was created to assist in the financing of infrastructure. Ultimately C&W was able to arrange land sales to partnerships of US Capital Development, Stonemont Financial Group and WPT Industrial Trust. Eventually three Class A industrial buildings have been constructed totaling 1,684,000 SF. C&W has successfully marketed, sold and leased these buildings achieving 100% occupancy. C&W and its national Capital Markets colleagues have sold all three buildings to Exeter Properties Group and Lexington Realty Trust (LRT).

The park is now occupied by industrial assembly and fulfillment operations of Honeywell and Saddle Creek. C&W is currently marketing the remaining land sites and managing the marketing of two buildings under construction eventually totaling 1,300,000 SF. Cushman & Wakefield Asset Services is providing property management services to the park. The community has benefited from increased tax base, jobs creation, local commerce as well establishing semi-rural community of Walton as a legitimate industrial location.







Blueprint Linden, Hudson McGuffey Project

City of Columbus

Gresham Smith

During extended periods of rainfall, the City of Columbus' urban environment contributes stormwater runoff that exceeds the capacity for the storm and sanitary sewers. The combined result is sanitary sewer overflows and significant localized flooding. The Columbus Blueprint program is an approach that eliminates sanitary sewer overflows by addressing private property water contributions and using green infrastructure such as rain gardens and bio-swales, instead of standard grey infrastructure, to provide significant environmental, social and economic benefits.

When implementing the approach, the Gresham Smith team of landscape architects, urban designers and engineers spent time modeling and surveying city lots to determine how water drains, as well as working with the city to utilize vacant lots for green infrastructure improvements. Staff used a GIS-based rating tool to help reveal opportune vacant properties in the area and the PC SWMM stormwater model to project the performance of various green infrastructure management practices including regional detention facilities, bioswales, permeable pavement, and bumpouts. The program's investment in local neighborhoods benefits both the environment and the local economy, stabilizing some of Columbus' most challenging and at-risk communities. Green infrastructure will require perpetual maintenance, which will in turn lead to permanent jobs. Additionally, green infrastructure will provide a framework for improved public space systems that will improve overall community connectivity.

Key Team Members: Katie Nolan



Gateway District and Full Code Re-Write

City of Bowling Green, OH

ZoneCo

A new Development Pattern District and accompanying standards for a well-traveled Gateway between Downtown and the University in the City of Bowling Green, Ohio. ZoneCo was subsequently retained to write the full code.

The team of ZoneCo and OHM Advisors was selected to create building, use, design and signage standards for the Gateway District in Bowling Green. This district is located in between the charming, walkable, and historic Downtown and Bowling Green State University. The corridor is currently comprised of disconnected commercial uses and the goal is to connect these two walkable places and make the new district human-scaled and pedestrian-oriented while creating an attractive gateway for the City and the University.

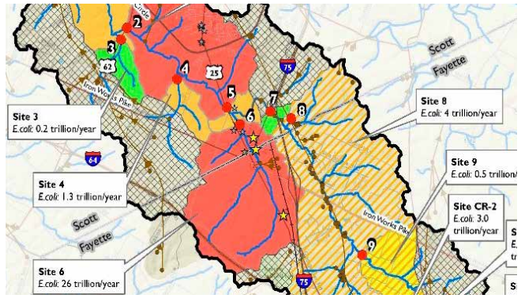
ZoneCo created a highly visual and streamlined document, consistent with City branding.

ZoneCo was subsequently retained to complete a full re-write of the Zoning Code, which is in the codification module.

Municipal project manager Reference:

Heather Sayler
Planning Director
304 N. Church Street
Bowling Green, OH 43402
(419) 354-6218
hsayler@bgohio.org

Key Team Members: Sean Suder, Jocelyn Gibson, Nolan Nicaise



Cane Run WPB

LFUCG

Third Rock Consultants, LLC

Third Rock was contracted by the Kentucky Division of Water (KDOW) in 2016 to develop the Cane Run WBP, supplementing the University of Kentucky's 2011 WBP with monitoring and analysis sufficient to evaluate previously undocumented urban sources. The entire main stem (17.4 miles) of Cane Run was listed for at least one type of impairment by 2002.

To evaluate the water quality within the Cane Run watershed, historic monitoring data was compiled and analyzed to characterize the condition of the aquatic life, habitat, and water quality in the watershed. Generators of historic surface water quality data for the watershed within Cane Run include LFUCG, the City of Georgetown, University of Kentucky Environmental Research and Training Laboratory (UK ERTL), KWRRI, University of Kentucky College of Agriculture's Biosystems and Agricultural Engineering Department (UK BAE), KDOW, and Kentucky River Watershed Watch (KRWW). These studies were conducted at various locations throughout the watershed over multiple years and for different parameters.

The WBP was finalized in June 2019 and approved by EPA later that year. BMPs are currently in various stages of implementation, with ongoing projects in both Fayette and Scott Counties administered by LFUCG and the Georgetown Municipal Water and Sewer Service (GMWSS).

Reference:
Dale Booth
KDO W Nonpoint Source Branch
300 Stormwater Boulevard
Farnkfort, KY 40601
502.564.3410

Key Team Members: Molly Foree



Central Boone County Force Main and New Pump Station

Sanitation District No 1

Gresham Smith

Boone County is one of the fastest growing communities in Northern Kentucky. Central Boone County does not currently have adequate public sewer service, constraining its development. Gresham Smith is providing design and construction administration for a new pump station with screening, approximately 8,000-10,000 linear feet of force main, and preliminary design of a 5.4 million gallon equalization tank.

The initial capacity of the pump station will be 2 MGD, but future development in the region will require a pump station capacity of 10 MGD. The pump station will receive flows through proposed gravity sewers that will eliminate two existing pump stations. A single force main or dual force mains will then connect with the Western Regional Conveyance Tunnel which terminates at the Western Regional Water Reclamation Facility.

This project will expand the public sewer service coverage area of SD1, fulfilling the long-term economic development of Boone County, and meet Consent Decree milestones by eliminating SSOs.

Reference:
Rob Schroeder
Senior Director of Engineering
Sanitation District No. 1
859.578.7450
rschroeder@sd1.org

Key Team Members: Katie Nolan



Campus Development for Industrial Hub at CVG

Confidential Client

Gresham Smith

Gresham Smith supported a fast-track, multi-phase project to develop a first-of-its-kind, greenfield industrial campus in Northern Kentucky. Our work includes master planning, creation of concepts, design, permitting and compliance management, coordination with a variety of utilities, construction phase support, commissioning, and preparation and support for operations and maintenance, all delivered through a series of individual construction packages over a four-year period.

Gresham Smith initially led the design of landside and airside drainage system, stormwater detention, green infrastructure, pump stations, treatment, stream outfalls, sediment and erosion controls, roadway stormwater quality and quantity controls drainage infrastructure, as well as environmental permitting and coordination with federal, state and local regulatory agencies. We are now managing the current work across the client's entire program for the site—both site design and building design. Our work involves many iterative concepts and many design decisions concurrently in flux to uncover the best design solution—at the right time—while designing around existing facilities that ensure little impact to operations.

The design included 6 pump stations ranging from 4.3 MGD to 23.0 MGD as well as 2,817 linear feet of force main. The design took into consideration plans for a future pump station and an additional storage of 10 million gallons.

Key Team Members: Mark Ervin, Katie Nolan, Saa Shemsu



Zoning Ordinance Update

City of Dormont, PA

ZoneCo

A modern, streamlined, and updated Zoning Ordinance, with transit-oriented and form-based elements.

The Borough of Dormont, Pennsylvania, has engaged the team of ZoneCo and YARD & Company to help modernize its zoning ordinance. As one of Pittsburgh's several transit-oriented inner ring suburbs, Dormont seeks to build on the momentum created by recent regional transit-oriented development planning efforts.

The team crafted a development code that not only allows for context sensitive infill development and adaptive reuse but enables the Borough to capitalize on several light rail stations and bus stops. The process includes active engagement and education; the testing of new ideas and zoning concepts to determine the most appropriate content; and a user-friendly tool to guide growth.

Municipal project manager Reference:

Benjamin Estell
Borough Manager
1444 Hillsdale Avenue, Pittsburgh, PA 15216
(412) 561-8900
bestell@boro.dormont.pa.us

Key Team Members: Sean Suder



Olmstead Parkway, Phase II Design

Louisville Olmstead Parks Conservatory

Gresham Smith

After being a part of the team that developed a master plan for all of the historic Olmsted Parkways in Louisville, Gresham Smith led the implementation of multi-modal improvements along Southwestern, Algonquin, and Southern Parkways as recommended in the Master Plan.

The plan required a shared-use trail on both sides of the parkways. Through sections with frequent residential driveway conflicts, a shared-use frontage road was designed to accommodate bicyclists, pedestrians, driveway access, and on-street parking. These sections of frontage road were linked by segments of shared-use path along the entire corridor. While the path alignment was set to run between parallel rows of trees away from the parkway mainline, it was brought closer to the mainline at side street crossings to make users more visible to turning motorists. As Southern Parkway had existing frontage roads, improvements were made to eliminate continuous sections through side streets, promoting lower speeds and making shared-use path connections with simplified side-street crossings.

Through the life of the project, a robust public involvement campaign was undertaken to initially inform the conceptual and preliminary design phases, and later to keep the public updated through subsequent phases.

John Swintosky
Project Manager
Louisville Metro Parks 502.456.8112
john.swintosky@ louisvilleky.gov

Key Team Members: John Eckler, Andrea Cull, Erin Masterson



Phase 1 MS4

LFUCG

Third Rock Consultants, LLC

Third Rock has served an integral part of the Lexington-Fayette Urban County Government's (LFUCG) Stormwater Program Management team since its inception in 2001. As such, we are responsible for the development and implementation of LFUCG permit-required water quality monitoring programs, ensuring LFUCG fulfills the requirements of its Phase I MS4 Permit (KPDES No. KYS00002 AI No. 74551) while meeting the commitments of its EPA consent decree.

In addition, in 2015 LFUCG committed to begin to transition its water quality monitoring program to a watershed-focused approach. The study area for LFUCG's Watershed-Focused Monitoring Program (WFMP) encompasses the seven major watersheds that drain LFUCG's Urban Service Area including Cane Run, South Elkhorn Creek, West Hickman, East Hickman Creek, Town Branch, North Elkhorn Creek, and Wolf Run. The overall objective of the WFMP is to collect and generate data to identify and remediate sources of recreational and aquatic habitat impairments to streams within the Urban Service Boundary.

The WFMP dictates a staggered monitoring schedule, with monitoring within the Cane Run watershed in 2016-17, South Elkhorn in 2017-18, West Hickman in 2018-19, and so on through 2023. Third Rock most recently completed monitoring within the West Hickman watershed.
Reference:
LFUCG
Division of Water Quality
125 Lisle Industrial Ave, Suite 180
Lexington, KY 40511

Key Team Members: Molly Foree

Section 4.0

Project Approach

Project Understanding

Our team understands the complexity of this project and is ready to work with you through every detail. Our multi-faceted team brings expertise in all the tasks requested and below is a snapshot of how we'll manage and execute each stage to deliver a success project.

	Task	Gresham Smith	Cushman & Wakefield	Third Rock	ZoneCo	KS Ware	Endris	Rasor
Design and Engineering Services	Create/submit required development and subdivision plans for entire site, including platting	●		●			●	
	Prepare entitlements required for land subdivision and zone map amendment	●					●	
	Refine and implement a phasing plan for the infrastructure installation and ultimate sale of individual parcels	●	●	●				
	Permitting to begin construction on phase 1	●		●				
	Engineering plans for entire site, CDs and bid packages	●		●		●	●	
	Construction administration	●		●				
	Coordinate with KYTC and LFUCG on adjacent, off-site roadway improvements, etc as they relate to the site	●						
	Regular coordination with adjacent neighborhoods and community partners	●	●					●
	Work with LFUCG staff in developing and implementing design standards for the park. To include drafting necessary language for the guidelines covenants and restrictions for site and tenants.	●	●		●			
Real Estate Services	Project Branding/Marketing Materials	●	●					
	Recruiting businesses to the 200-acre and 50-acre site (meeting required wage and employment goals)		●					
	Set sales and revenue targets		●					
	Contract negotiations with tenants (all for sale no lease agreements)		●					
	Recruit retail/commercial businesses to one or more parcels fronting Georgetown Road (work with staff to identify these and change zoning as needed)	●	●					
	Ongoing Property Maintenance		●					



Drone photo of existing site.

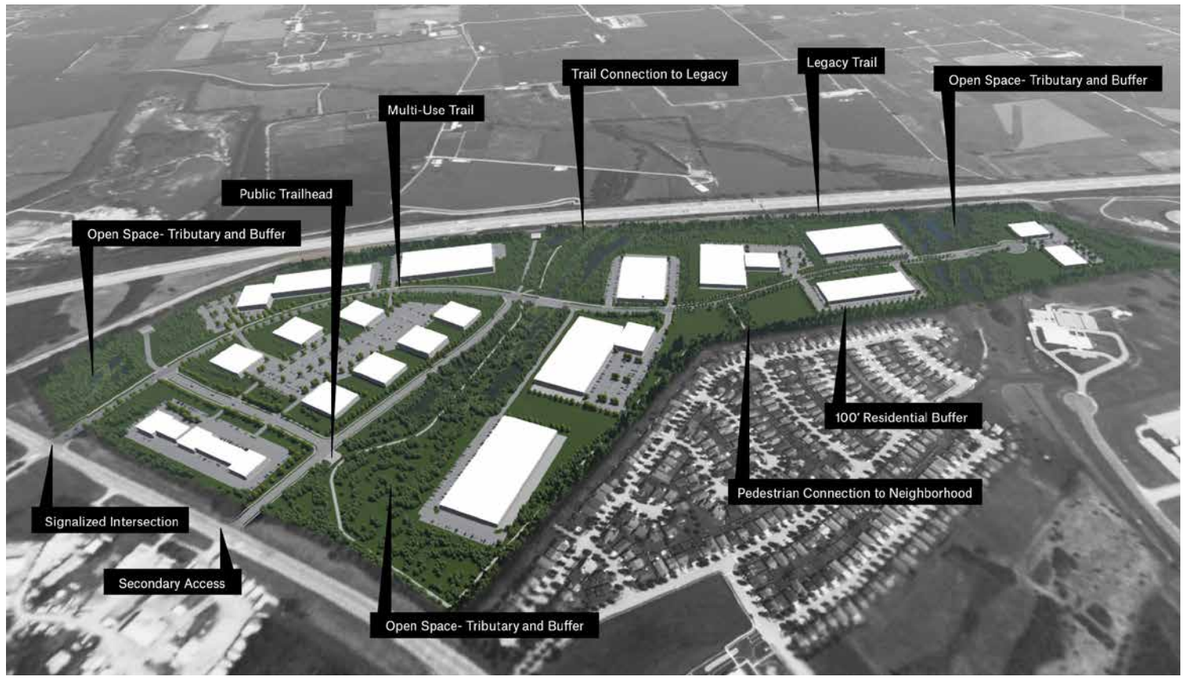


Illustration of a potential build out of the Legacy Business Park Master Plan.



We Aren't Starting From Scratch

The Gresham Smith team has a deep knowledge of the Legacy Business Park site and the master plan, and we understand the priorities and desired outcomes of the various stakeholders involved. During the previous master plan phase Gresham Smith worked hand in hand with the Industrial Development Authority Board (IDA) to deliver a vision that provides fundamental infrastructure with allowing significant flexibility in future land uses while being respectful of the adjacent residential uses. In addition to the master plan, our team partners have worked in and around the project site for years including projects such as the Cane Run Watershed Plan, Legacy Trail planning, and development of Tempur-Sealy headquarters. Given our extensive background with this project and the expertise we bring to the table, we will have the ability to jump right into the project work and effectively execute. Led by a Kentucky -licensed engineer, our design team includes experts in each respective discipline for utilities, site development, civil engineering, landscape architecture, environmental impacts and permitting, and transportation improvements.

Each of the tasks/work products listed in the request for qualifications package have been integrated into the following project approach and are referenced in the project schedule.



Vision Validation & Refinement

As the project moves from the master plan to implementation, several early tasks will set the project up for success. From a technical perspective, a detailed site survey will be performed to provide a solid foundation for construction documents. A full geotechnical investigation will identify both areas of constraint, such as shallow rock or sink holes, or areas of opportunity where material can be borrowed to create a cost effective construction plan. Investigating these conditions early will help mitigate the risks during construction.

Having a real estate team working simultaneously will shed light on the realistic and market driven potential tenants and their specific needs. As the design team begins to refine the infrastructure master plan, we want to maintain flexibility to be able to react swiftly to the market as the real estate team finds future tenants. While the master plan was developed to maximize flexibility, our goal is for the final design plans to be based on market reality. Conversations with interested parties and developers will shape the plans potentially impacting lot lines and roadways as well as lay the ground work for the Georgetown Road frontage property.

We understand that like every project, funding sources are in flux and change based on various factors. As such we plan on working with IDA to determine the final Phase 1 construction limits and work to adjust the Phase 1 limits to match that budget as well as provide easy to implement value engineering options should cost of construction change significantly between starting design and bidding. During the early phases of this project we will balance the funding, technical, and market data to develop a future phasing plan that fits the goals of the IDA that will ultimately lead to the sale of individual parcels.

During the early phase of the project, the team will work with the IDA to develop a working schedule based on milestones and anticipated construction schedule. At this point the design and real estate team will review various project delivery methods with the IDA to identify the appropriate strategy for construction.

Preliminary Design

Armed with a foundational understanding of technical data, market outlook, and funding, the team will begin refining the existing master plan into a preliminary design. During this task the design team will work develop the following:

A preliminary plan for Phase 1 and the future phases

The limits of Phase 1 will be defined during preliminary design with input from the IDA and the real estate team. The design team will refine the master plan to a more detailed level of design that formalizes decisions made related to utilities, roadways and signals, landscape buffers and amenities, parcel lines, stream crossings, and other site improvements. The plans will be phased showing Phase 1 and Future Phases.

A preliminary subdivision plan and application to LFUCG Planning

The preliminary plan will be used to submit the Preliminary Subdivision application. The team will prepare the application while coordinating with utility companies and the appropriate agencies to file a plan compliant with the LFUCG Land Subdivision Regulations. The team will attend all committee, commission, and council meetings required.

A Zone Change application to LFUCG Planning

With the intent to change the land use for the Georgetown frontage property from light industrial to commercial our team will prepare, submit, and lead the zone map amendment process.

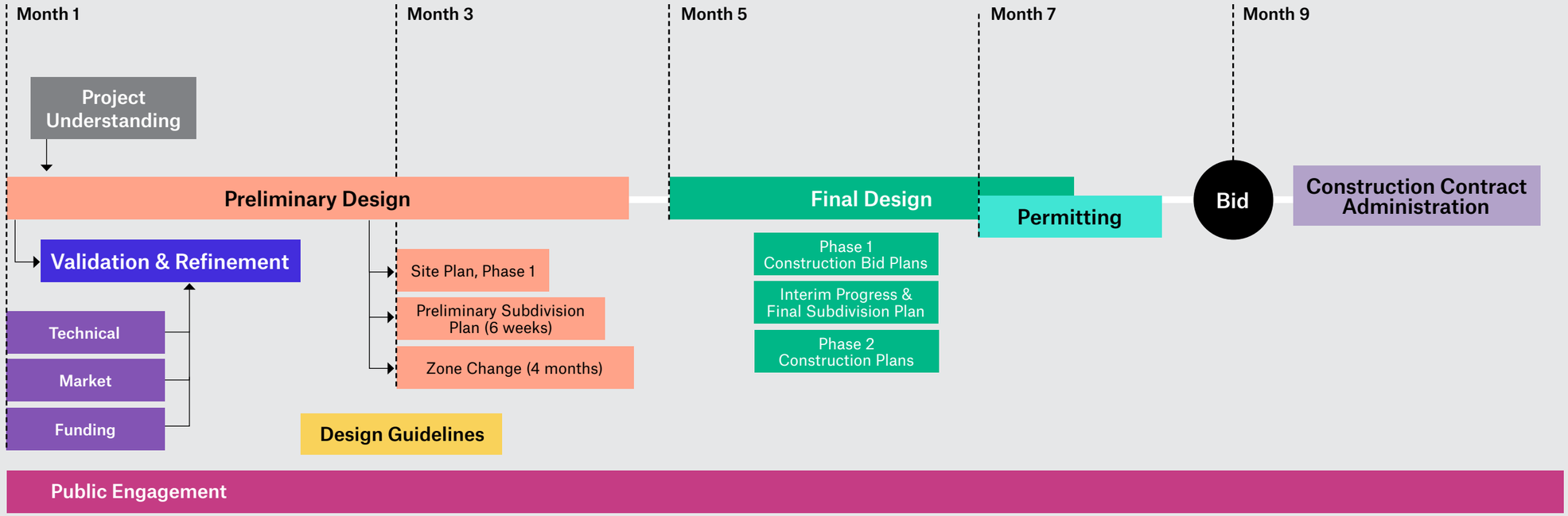
This includes a pre-application meeting, notice of public hearing, documentation confirming the intended use aligns with the comprehensive plan, legal advertisements, and attending committee reviews and public hearings.

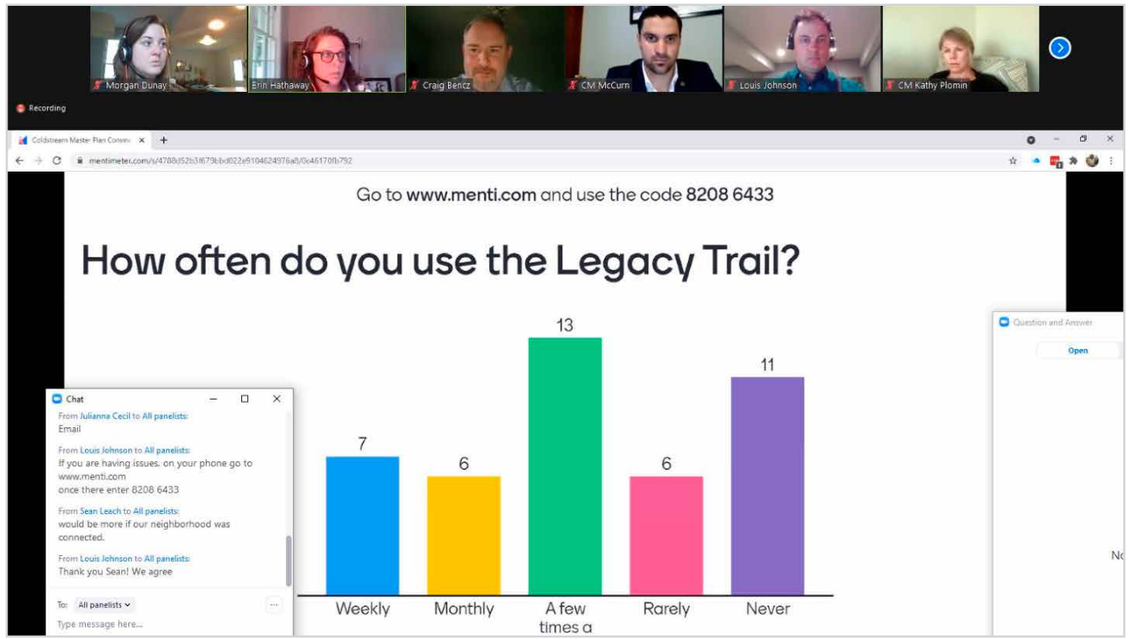
Prior to finalizing the Preliminary Subdivision application, the team will reconnect with stakeholders including KYTC, LFUCG Planning, LFUCG Engineering, UK, Royal Spring Protection Committee, utility companies, neighbors, and council members to review previous discussions and provide updates as the project moves forward. Critical items to confirm and coordinate with stakeholders include:

- KYTC schedule for Georgetown Road improvement work and how the Legacy Business Park plans will impact and align with the work
- KYTC drainage group for basis of design confirmation related to culverts under I-64
- Utility coordination particularly related to existing utility demo and new service to UK property to the North and the UK Coldstream site
- LFUCG Division of Water Quality for coordination of lift station and sanitary improvement basis of design
- LFUCG Division of Planning for coordination and collaboration on the Design Guidelines

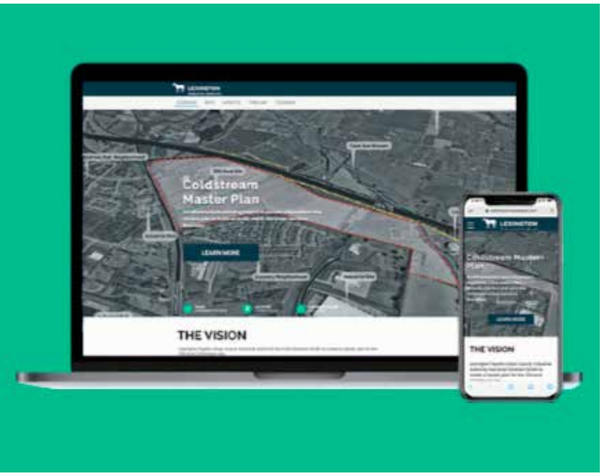
Given the construction and material climate including supply chain delays and inflation, during the preliminary design phase the team will update the previous phased cost estimates and work to identify and mitigate obstacles that may be faced in construction. We will work with the IDA to weigh the costs and benefits to the Phase 1 infrastructure plans, deciding upon items that will be implemented by the infrastructure package vs left to the tenant to implement. These decisions will be weighed by cost, feasibility, market demand, and project goals.

While our anticipated schedule extends beyond the proposed schedule in the RFQ, this represents a more sequential and traditional design pathway. Based on our experience with large, fast-track projects, multiple options exist to compress the project schedule. Options include strategies such as project delivery methods such as Integrated Project Delivery or early release packages to allow construction to start earlier.





Online community engagement during the master plan process



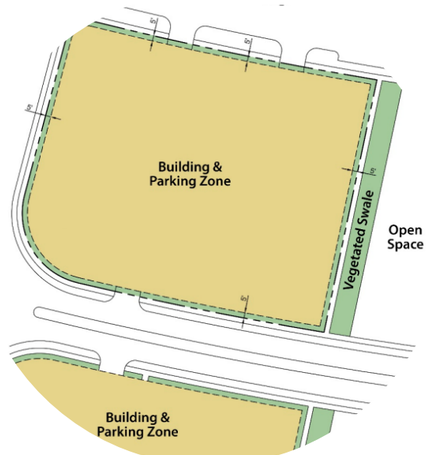
Public Engagement

During the master plan phase of the project, the Gresham Smith team worked closely with the IDA, the adjacent neighbors, the local council members, and the general public to develop a vision for the 200 acres that will both attract new jobs and benefit the community. The design team will build upon the existing relationships developed in the master plan phase throughout the project, providing touchpoints with the community by way of an actively managed website that allows for public dialogue and pushes out updates to followers, as well as facilitating public meetings that will be required of the project. We understand the IDA intends Legacy Business Park to be considered a community asset, so our continued public engagement will provide the conduit for feedback. In the end, these valued stakeholders will provide one of the measures of success.

Design Guidelines

The vision for Legacy Business Park is to create a development that attracts high quality companies offering higher salaries by selling an incredibly unique site that is differentiated by its:

- Landscape features
- Legacy Trail connection
- Proximity to Lexington's urban core and an educated workforce
- Excellent visibility and interstate access



Design Guidelines will play an important role in protecting that vision. When it comes to design guidelines our team understands the need to provide a framework that is effective, clear, and legally appropriate while also providing the end user with flexibility to not inadvertently add complexity to the development process. This is why we have teamed up with consultant Zone Co ZoneCo, LLC who is working with us in Lexington right now. Zone Co ZoneCo will bring their team of lawyers and planners law and planning professionals with past extensive experience developing legal language for design guidelines, covenants and restrictions in support of the overall cohesive project vision for quality development that benefits the local community.

Final Design

As required by the LFUCG Major Subdivision regulations, upon approval of the Preliminary Subdivision Plan, the design team, IDA, and LFUCG will begin the final design process by entering into the Infrastructure Development Agreement and commencing final design of the Phase 1 and future phases of the project. Each discipline of our team - site civil, landscape architecture, environmental, lift station, and transportation - will lead their respective scope while in tandem with the full team to complete construction documents for the project.

During final design, regular coordination will occur with the IDA as well as other stakeholders. At approximately 50% design completion, the team will submit the required Improvement Plan Progress Report to LFUCG per the requirements of the Land Subdivision Regulations. The design team will work towards two sets of plans: the Phase 1 Plans and the Future Phase Plans - both of which will comply with LFUCG requirements of the Land Subdivision Regulations. When finalized, these documents will be used to assist the IDA to apply for permits and bid the Phase 1 Plans for construction.

Permitting

Once Final Design is complete, the design team will assist the IDA in submission of the required permit packages for the Phase 1 Infrastructure package. Given the expansive scope of the project, multiple agency approvals will be required. While permitting can be challenging and complex given the number of separate agencies, our team has extensive experience in both this region as well as these project types to facilitate these reviews and resolve conflicting comments. Based on experience with this site and other similar projects, a partial list of the permits we anticipate needing include:

- LFUCG for site improvements, storm water, as well as land disturbance permitting;
- US Army Corps of Engineers for stream crossings and bat habitat impact;
- KY DOW for work within the stream buffers, land disturbance, as well as public sanitary sewer and lift stations; and
- KYTC for Georgetown Road improvements and I-64 drainage.

Bid

Given our team's experience on multiple project delivery types such as traditional design-bid-build, design-build, and integrated project delivery, we can provide multiple levels of support as required to the owner depending on decisions made during the preliminary design task related to when a contractor is brought on board. As required, the design team will work with LFUCG and IDA to prepare a set of bid documents for Phase 1 Infrastructure Improvements based on the approved construction documents and specifications. Our team has worked with many clients as well as LFUCG during the bidding process offering various services including preparation of technical specifications, front end specifications, contract documents and bid documents, conducting the pre-bid meeting, issuing addendums, bid evaluation, and contractor selection. Exactly what level of assistance is required is determined by the client, project delivery type, and funding. We are prepared to assist IDA and LFUCG during the bidding process including meeting federal, ARPA, state, and local funding requirements.

Construction Contract Administration

Construction Contract Administration is an important component to building a successful project. Our team has experience in all types of construction contract administration services including design level construction contract administration, resident project representative, or owner representative. There are several different approaches the design team can take depending upon the needs of the IDA. For Phase 1 infrastructure there are several requirements during construction to comply with local, state, and federal requirements. The Gresham Smith team is experienced in each type of service and is fully prepared to provide the right service and arrangement needed.



LFUCG - Town Branch Commons
Lexington, KY

Quality Matters



Quality is ultimately defined by our clients. We believe successful projects require the development and implementation of a project plan that is focused on delivering desired outcomes and built on a proven method of project delivery, clearly defined roles and responsibilities, frequent and effective communications, and continuous monitoring and control. We are committed to a successful outcome that results in long-term relationships with our clients.

Our Quality Management System (QMS) drives quality throughout the project life-cycle through the following five steps:

Plan

All projects begin with a plan that outlines the scope, schedule and budget, provides the contractual arrangements and risk management approach, identifies the personnel involved and their roles and responsibilities, and includes the plans for Quality Assurance, Quality Control, Safety and Security, Sustainability, and the use of Technology.

Perform

Project Managers are responsible to oversee the implementation of the plan, monitor to see that the execution is happening as planned, make adjustments to the plan as appropriate and update the plans to communicate the revisions. The Design Team is responsible for producing deliverables that comply with the contract and incorporate adjustments to the design plan when needed.

Verify

Auditing is a key component of the QMS, and serves as the opportunity to determine if the process is in control, and if the procedures are being followed for their intended purpose. Audits provide the opportunity for the auditor to determine if the procedures have been followed and includes the opportunity to incorporate feedback from the auditee to determine if there is a non-compliance. All non-compliances are logged and tracked to verify that corrective actions have been implemented prior to closing out the audit.

Discover

Measurements are built into each QMS procedure where there is an available metric to be tracked. Many of the QMS activities provide the opportunity for a simple compliance/non-compliance test, and there are certain activities that allow for analytical measurements.

Improve

There are two methods employed for improving the Quality Management System: Direct input from users, and analysis of non-conformances. Direct input comes in the form of suggestions from users and comments received during training and auditing activities, and from unsolicited feedback to the Quality Director. Analysis of non-conformances is routinely performed by the Quality Director to identify where multiple instances have occurred, and a root cause analysis is performed to determine how the process can be improved.

The past record and performance on contracts with governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedules.

Schedule and Budget

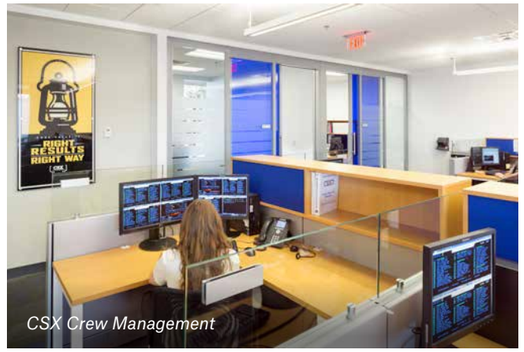
Many times the success of a project is measured not only by the outcome of the design and construction, but also by the ability to meet schedules and minimize costs. Gresham Smith is sensitive to these issues and makes it a priority to control the schedule and costs on all projects. We have relevant experience in working with contractors and owners on designing to meet a budget.

We continually track estimated costs from the early stages of the design, informing the owner of best value recommendations. As an example, the following recent multi-discipline projects have been delivered on budget, on time and to specification.

Past Performance

LFUCG - Town Branch Commons	On Budget Est. Construction: $22,000,000 Act. Construction: $20,193,934	Ahead of Schedule Est. Completion: 12/1/2022 Act. Completion: Ongoing
LFUCG - Sidewalks Connectivity Projects	On Budget Est. Construction: $341,592.76 Act. Construction: $288,347.27	Ahead of Schedule Est. Completion: 4/1/2018 Act. Completion: 4/1/2018
KYTC - KY 9	On Budget Est. Construction: $5,041,346.63 Act. Construction: $4,996,599.99	Ahead of Schedule Est. Completion: 8/1/2017 Act. Completion: 7/21/2017
Rutherford County - Judicial Center	On Budget Est. Construction: $73,000,000 Act. Construction: $73,000,000	Ahead of Schedule Est. Completion: 6/1/2018 Act. Completion: 4/25/2018
Confidential Fortune 500 Company - Crystal City Buildout	On Budget Est. Construction: $2,607,105 Act. Construction: $2,601,130	On Schedule Est. Completion: 10/31/2016 Act. Completion: 10/31/2016
The Hutton Company - Wal-Mart Neighborhood Market	On Budget Est. Construction: $4,200,000 Act. Construction: $4,200,000	On Schedule Est. Completion: 11/3/2014 Act. Completion: 11/3/2014
Bascom Palmer Eye Institute - New Outpatient Ambulatory Surgery Center	On Budget Est. Construction: $9,000,000 Act. Construction: $9,000,000	On Schedule Est. Completion: 1/1/2015 Act. Completion: 1/1/2015
Metro Public Health Departmen - Lentz Public Health Center	On Budget Est. Construction: $26,800,000 Act. Construction: $26,800,000	Ahead of Schedule Est. Completion: 7/15/2014 Act. Completion: 7/1/2014
Nashville Electric Service - Operations and Training Center	Under Budget Est. Construction: $15,000,000 Act. Construction: $12,300,000	On Schedule Est. Completion: 11/30/2015 Act. Completion: 11/30/2015


Bascom Palmer Eye Institute



CSX Crew Management

Section 5.0

Approach to Development & Marketing

Development Approach



We at Cushman & Wakefield have decades of experience delivering data driven approaches to the marketing of all property projects. Once we are engaged, we utilize a proven systematic phased marketing plan. Initially the property aspects are fully reviewed and detailed to create a comprehensive catalogue of data. High quality and visually appealing marketing materials are developed.

The Cushman & Wakefield global platform enables us to implement marketing campaigns on local, regional, and national basis. We keep all stakeholders involved and informed with regularly scheduled Teams calls and written reports. Our extensive data base includes thousands of industrial real estate users and our relationships enable us to reach a broad range of potential buyers. We envision that the property will draw attention from high tech, light manufacturing users as well as speculative developers. Collectively, our Team has closed thousands of transactions which gives us the experience and knowledge to advise our clients to the highest standards in the industry.

Cushman & Wakefield is the premier center for commercial real estate thought leadership. We set the standard for insightful forecasts, predictive analysis and data accuracy so clients can make smart, highly informed, strategic and expeditious real estate decisions.

Our in-house core marketing capabilities cover the entire real estate life-cycle including:

- Initial strategic review, property positioning and general project consultation
- Branding and graphic identity design and development
- Interactive media design, including websites, e-blasts, and online advertising
- Print design, including advertising
- Media planning, buying, negotiation and representation
- Post-campaign website tracking and analysis
- Social Media consultation/execution and campaign management/analysis to our clients to support their real estate requirements

Marketing Strategy

Social Media Advertising



Drone Footage



Brochure



EBlasts



Events



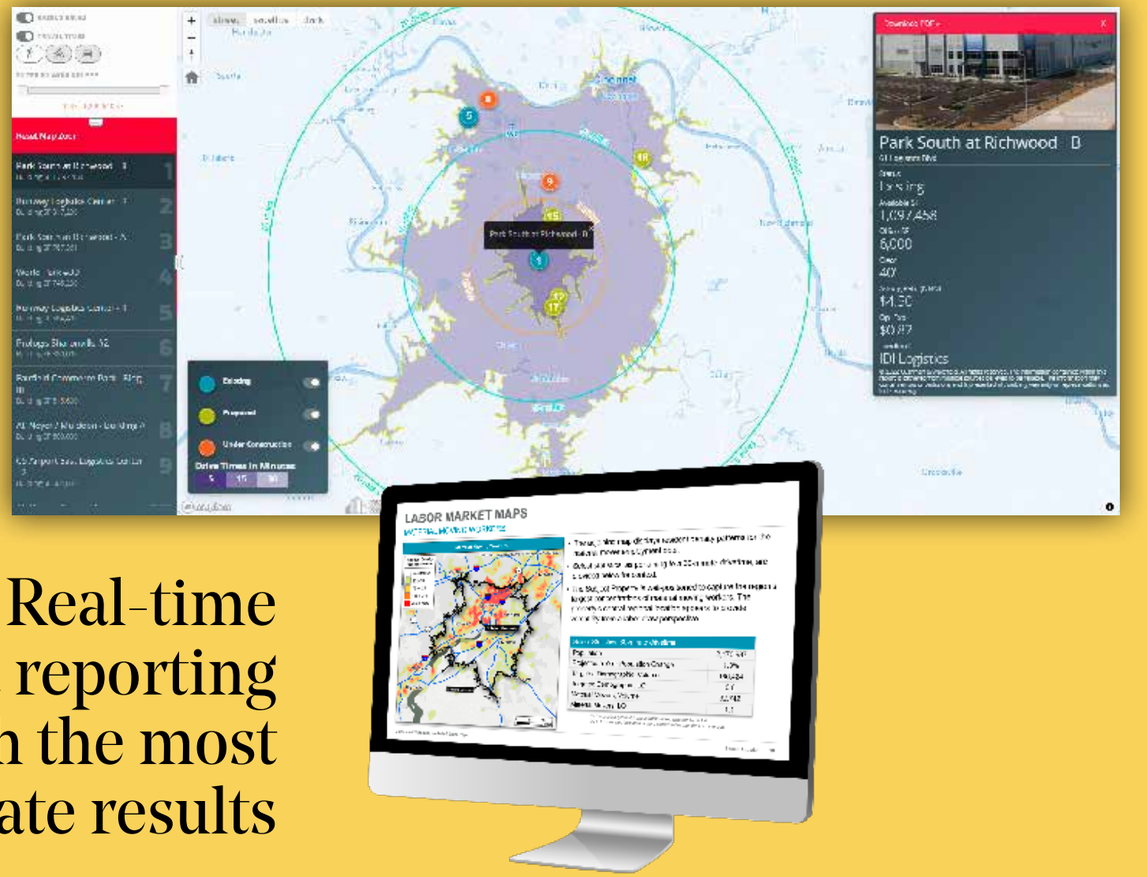
Signage



Innovation in Information

We realize the value of accurate and timely market information. Our company-wide commitment is to systematically collect, organize and analyze market data.

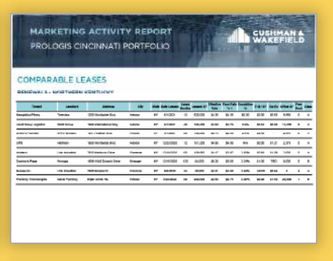
With a proprietary internal database amplified by strategic partnerships, we determine price movement, values, and trends and make accurate predictions of market projections. Our Research Services professionals produce quarterly market reports on individual markets, regional reports and global trend reports. Publishing industry-leading reports and tracking a variety of sector data, we deliver some of the best information in the business.



Real-time data reporting with the most accurate results











Action Plan

Our innovative approach to marketing has been refined over the years as we always learn from our experience. Each new project has a set of marketing activities identified and placed into a timeline. Regular reporting keeps us accountable for adherence to the schedule. The marketing schedule will be closely coordinated with the timing of the infrastructure improvements to the property and focus on both the 200-acre and 50-acre sites.

1 First 30 Days

- Introductory Stakeholders meeting
- Define Goals of LFUCG
- Review and discuss Preliminary Site Plans
- Establish Marketing Program timetable
- Inventory comprehensive technical site data
- Prepare first draft marketing materials for LFUCG and Gresham Smith for review

2 First 60 Days

- Coordinate press release canvassing to prospects
- Professional photos of property
- Finalize marketing materials (flyer and eBlast for immediate release)
- Email campaign to announce new listing
- Signs/banners installed
- Web postings: CoStar, Loopnet, Catylist, Cushman & Wakefield
- Social Media: Twitter & Linkedin
- Target calls: Top 50 active brokers in the market
- First mailer to primary and secondary targets
- Weekly call with ownership and activity reports weekly

3 First 90 Days

- Cold call canvassing to prospects
- Evaluate target lists, revise/add as needed
- Email campaign to brokers
- Continue to personally contact targeted brokers via phone calls
- Signs/banners installed
- Broker tours
- Second mailer to primary and secondary targets
- Weekly call with ownership and activity reports weekly

4 First 120 Days

- Continue email campaign
- Revise web information as needed
- Third and fourth mailer to primary and secondary targets
- Second round of calls to brokers
- Weekly call with ownership and activity reports weekly

5 Ongoing

- Continue email campaign
- Continue follow-up calls on mailers
- Weekly call with ownership and activity reports weekly

Delivering on your goals and priorities

Section 6.0

Approach to Benchmarking

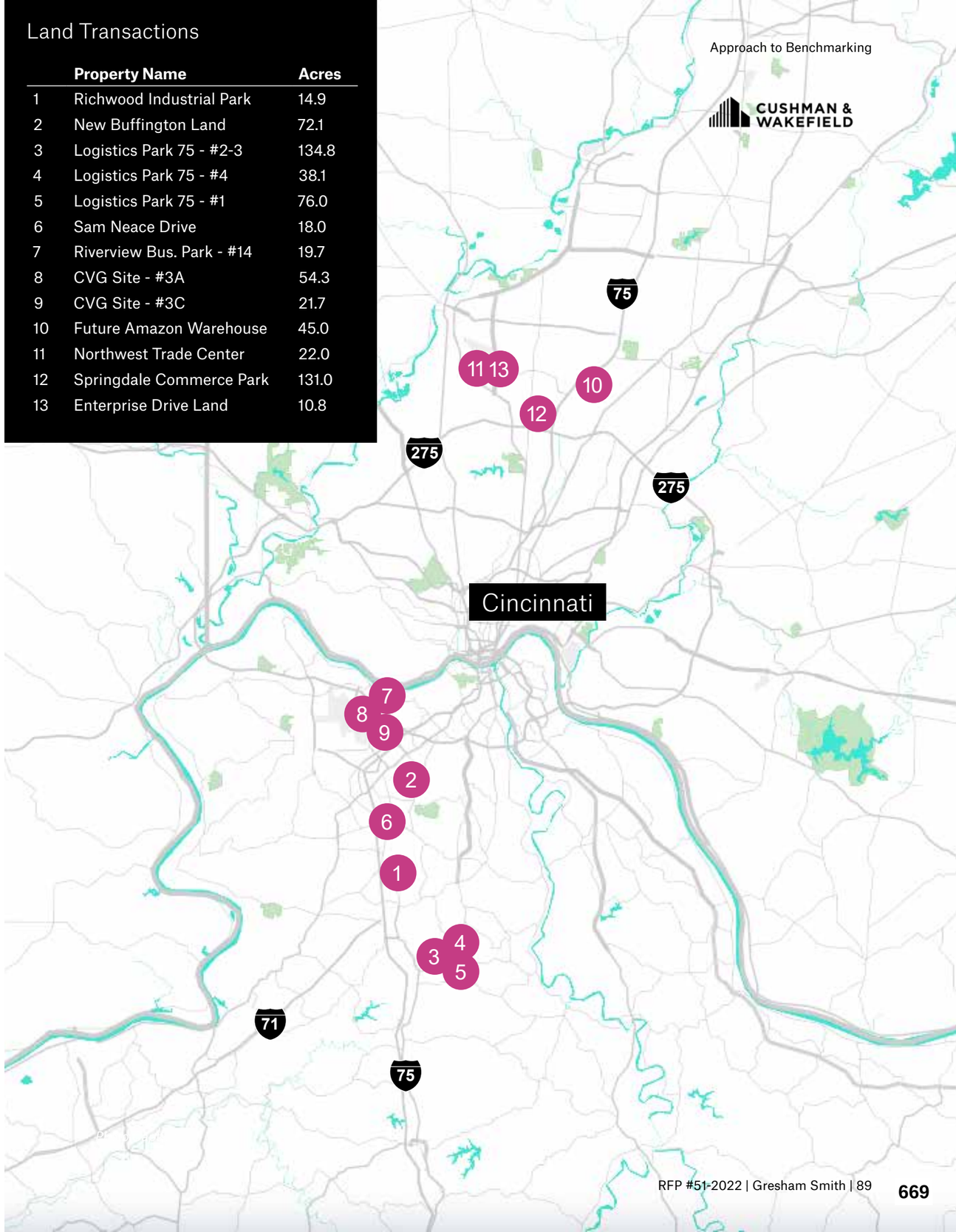
Benchmarking

The Cushman & Wakefield Industrial Services team has been working in this region for years and as the map shows, is well versed in industrial land transactions from large 130-acre to strategic 10-acre deals. This experience allows our team to deeply understand the market, potential end users and their values. Absorption rates of large land sites can vary widely depending upon whether the seller prefers to sell to one or two buyers in bulk or prefers to divide the site into smaller sites which can take considerably longer to absorb 100% of the site. Our experience tells us that given Legacy Business Park's unique site, market and desired end users, we will need to start by working with the IDA and key economic development stakeholders to define the goals and strategies for absorption for the park while focusing our efforts on benchmarking for sale prices to set effective and realistic expectations.

Your stated focus is on land sales. Our team has experience in benchmarking land site sale prices, using market data points that C&W will compile utilizing local, regional and our national data assets to assist the IDA and key decision makers in comparing transactions considering this site vs. others. Beyond the data itself, it is C&W's interpretation and understanding of transactions that provides our clients with deeper knowledge of how and why a transaction is suited for them or not. We understand your value statement and end goal to attract a great company or great companies who will in turn bring high paying jobs to Lexington. This will be the priority of our work.

Land Transactions

	Property Name	Acres
1	Richwood Industrial Park	14.9
2	New Buffington Land	72.1
3	Logistics Park 75 - #2-3	134.8
4	Logistics Park 75 - #4	38.1
5	Logistics Park 75 - #1	76.0
6	Sam Neace Drive	18.0
7	Riverview Bus. Park - #14	19.7
8	CVG Site - #3A	54.3
9	CVG Site - #3C	21.7
10	Future Amazon Warehouse	45.0
11	Northwest Trade Center	22.0
12	Springdale Commerce Park	131.0
13	Enterprise Drive Land	10.8



Our multi-disciplined team will help create smart solutions

with an approach that is hands-on and all-in.



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 <u>special conditions</u> 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.

<u>LFUCG Non-Appropriation Clause</u>

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 RFQ process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFQ process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFQ process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFQ processes. If, based on this review, a RFQ process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFQ recommendation must be filed within 3 business days of the RFQ recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

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

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

9.16.2022
Date

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

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

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

Comes the Affiant, Louis Johnson, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Louis Johnson and he/she is the individual submitting the proposal or is the authorized representative of Gresham Smith, the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF Kentucky

COUNTY OF Jefferson

The foregoing instrument was subscribed, sworn to and acknowledged before me by Louis Johnson on this the 19 day of September, 2022.

My Commission expires: 3.24.2024

Christine A. Huninghake
NOTARY PUBLIC, STATE AT LARGE
ID: KYNP2422

CHRISTINE A. HUNINGHAKE NOTARY PUBLIC STATE AT LARGE, KENTUCKY

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

Gresham Smith

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Gresham Smith

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	104	71	24	5	0	1	1	0	0	2	0	0	0	0	0	79	25
Professionals	834	380	261	34	29	31	29	1	2	29	25	0	1	3	9	478	356
Superintendents																	
Supervisors																	
Foremen																	
Technicians	79	48	14	5	3	4	1	0	0	1	0	1	0	1	1	60	19
Protective																	
Para-																	
Office/Clerical	89	27	39	4	5	5	8	0	0	1	0	0	0	0	0	37	52
Skilled Craft																	
Service/Maintena																	
Total:	1106	526	338	48	37	41	39	1	2	33	25	1	1	4	10	654	452

Prepared by: Amy Denton, HRIS Manager **Date:** 08 / 23 / 2022

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF CENTRAL PURCHASING
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 Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: Gresham Smith

Complete Address: 333 W Vine St (Street) Lexington (City) KY (Zip)

Contact Name: Louis Johnson Title: Project Executive

Telephone Number: 502.627.8924 Fax Number: _____

Email address: louis.johnson@greshamsmith.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 Central Purchasing (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 <u>written documentation</u> 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 Central Purchasing 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 MWBDE 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 MWBDE 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.

<u>Note</u>: 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 Central Purchasing
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 Central Purchasing):

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	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@nwboc.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/RFQ/Quote Reference # 51-2022

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFQ/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 Central Purchasing 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. Third Rock Consultants, 2526 Regency Rd Ste 180, Lexington, KY 40503 859.977.2000 email	WBE	Environmental Planning	Estimated 7%	Estimated 7%
2. Rasor 7844 Remington Rd Cincinnati, OH 513.793.1234 email	WBE	Public Engagement	Estimated 3%	Estimated 3%
3. KS Ware & Associates 52 Lindsley Ave., Suite 101 Nashville, TN 37210 615.255.9702	WBE	Geotechnical Engineering	Estimated 10%	Estimated 10%
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFQ/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.

Gresham Smith
Company

Louis Johnson
Company Representative

9.19.22
Date

Project Executive
Title

MWDBE QUOTE SUMMARY FORM
Bid/RFQ/Quote Reference # 51-2022

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 Gresham Smith	**Contact Person** Louis Johnson
Address/Phone/Email 333 West Vine Street Suite 1650 Lexington, KY 40507 859.469.5610 louis.johnson@greshamsmith.com	**Bid Package / Bid Date** 51-2022 / September 19, 2022

MWDBE Company Addres	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
Third Rock Consultants 2526 Regency Rd Ste 180, Lexington, KY 40503	Molly Foree	mforee@thirdrockconsultants.com; 859.977.2000	6/24/22	Environmental	Email	7% Estimated	Female	N/A
Rasor 7844 Remington Rd Cincinnati, OH	Mimi Rasor	mforee@thirdrockconsultants.com;	8/29/22	Public Engagement	Email	3% Estimated	Female	N/A
KS Ware & Associates 52 Lindsley Ave., Suite 101 Nashville, TN 37210	Nathan Long	nlong@ksware.com 615.255.9702	9/7/22	Geotechnical	Email	10% Estimated	Female	N/A

(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.

Gresham Smith
Company

Louis Johnson
Company Representative

9.19.21
Date

Project Executive
Title

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
transportation.ky.gov

Andy Beshear
GOVERNOR

Jim Gray
SECRETARY

December 17, 2021

Julie Oliphant, Managing Principal
K. S. WARE & ASSOCIATES, LLC
127 Walton Ferry Road
Hendersonville, TN 37075

Subject: Annual DBE Certification Review - 2021

Dear Mrs. Oliphant:

Thank you for submitting your Disadvantaged Business Enterprise annual review paperwork. We have received all of the documents necessary, and after a thorough review, do not have any questions or concerns at this time.

Therefore, K. S. WARE & ASSOCIATES, LLC continues to meet the eligibility criteria for DBE Certification pursuant to U.S. Department of Transportation, 49 C.F.R. Part 26.

You must submit a signed and notarized Annual "No Change Affidavit" on your review date ***each year***, along with the required supporting documents in your notice. Failure to do so may result in removal of your firm from our DBE program.

Should you have any questions, please feel free to contact the Small Business Development Branch at 502-564-3601 or 1-800-928-3079.

Sincerely,

Megan Tillman
Program Coordinator
Office for Civil Rights & Small Business Development

cc: DBE File

Certified Mail # 7019 2280 0000 7825 7080

AN EQUAL OPPORTUNITY EMPLOYER M/F/D

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFQ/Quote # 51-2022

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 Central Purchasing 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

__X__ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

__X__ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE 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.

__X__ 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.

__X__ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

__X__ 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

__X__ 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.

__n/a__ 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/a__ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a 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

__X__ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

__X__ 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.

Gresham Smith	Louis Johnson
Company	**Company Representative**
9.19.22	Project Executive
Date	**Title**

From: Molly C. Foree <mforee@thirdrockconsultants.com>
Sent: Friday, June 24, 2022 5:15 PM
To: Erin Hathaway <erin.hathaway@greshamsmith.com>
Cc: Matt McLaren <matt.mclaren@greshamsmith.com>; Louis Johnson <louis.johnson@greshamsmith.com>; XKY20-025_GSP_Coldstream_Industrial_Park <XKY20-025_GSP_Coldstream_Industrial_Park@thirdrockconsultants.com>; Casey L. Mattingly <cmattingly@thirdrockconsultants.com>
Subject: [EXTERNAL] RE: Coldstream Pursuit

Hey Erin. Sure, that sounds great. I don't have anything show stopping on my calendar right now for July 6, 7, or 8 (a couple meetings I can probably work around). Just shoot me an invite.

Have a great weekend!

Molly Foree Cummins, President
Third Rock Consultants, LLC | 2526 Regency Road, Suite 180 | Lexington, KY 40503
Office: (859) 977-2000 | Mobile: (859) 619-8003 | www.thirdrockconsultants.com

From: Erin Hathaway <erin.hathaway@greshamsmith.com>
Sent: Friday, June 24, 2022 11:46 AM
To: Molly C. Foree <mforee@thirdrockconsultants.com>
Cc: Matt McLaren <matt.mclaren@greshamsmith.com>; Louis Johnson <louis.johnson@greshamsmith.com>
Subject: Coldstream Pursuit

Hi Molly,

Hope your summer is going well. We are getting our ducks in a row and anticipating that the city will be putting out an RFP for the engineering and design work associated with the Coldstream master plan project. We think it will be out relatively soon. They mentioned they are working on the draft now. I'd like to schedule a call sometime in the next few weeks to strategize how we team up, scope, and fee. Looking ahead to the first week of July might be best timing wise. We can pencil something in on the calendar if you let me know what dates/times work best for you.

Thanks!

Erin Hathaway, PLA, ASLA
Project Manager, Senior Landscape Architect

From: Casey L. Mattingly <cmattingly@thirdrockconsultants.com>
Sent: Tuesday, August 30, 2022 12:15 PM
To: Erin Masterson <erin.masterson@greshamsmith.com>; Molly C. Foree <mforee@thirdrockconsultants.com>; Mackenzie Davis <mackenzie.davis@greshamsmith.com>
Cc: Matt McLaren <matt.mclaren@greshamsmith.com>; Louis Johnson <louis.johnson@greshamsmith.com>; XKY20-025_GSP_Coldstream_Industrial_Park <XKY20-025_GSP_Coldstream_Industrial_Park@thirdrockconsultants.com>
Subject: RE: [EXTERNAL] RE: Coldstream Pursuit

Erin,

We will work to get this information together. Can you send us the RFP for our files? What is the due date of the RFP?

Casey Mattingly, P.E., Senior Engineer
Third Rock Consultants, LLC | 2526 Regency Road | Suite 180 | Lexington, KY 40503
Office: (859) 977 2000 | Cell: (859) 445-1682 | www.thirdrockconsultants.com

From: Erin Masterson <erin.masterson@greshamsmith.com>
Sent: Tuesday, August 30, 2022 10:14 AM
To: Molly C. Foree <mforee@thirdrockconsultants.com>; Mackenzie Davis <mackenzie.davis@greshamsmith.com>
Cc: Matt McLaren <matt.mclaren@greshamsmith.com>; Louis Johnson <louis.johnson@greshamsmith.com>; XKY20-025_GSP_Coldstream_Industrial_Park <XKY20-025_GSP_Coldstream_Industrial_Park@thirdrockconsultants.com>; Casey L. Mattingly <cmattingly@thirdrockconsultants.com>
Subject: RE: [EXTERNAL] RE: Coldstream Pursuit

Molly,

The Coldstream RFP is out and we are pulling together material for the proposal. Please send along the staff you would like us to include in the response and up to 4 project examples. As we draft the narrative project approach, I'll reach out if I need anything. Luckily this is qualifications based so we don't have to pull together a fee at this time. Let me know if you have any questions and Mackenzie will be coordinating the materials.

Thanks!

Erin Masterson, PLA, ASLA
Gresham Smith

Good morning Mackenzie,

Attached is a copy of LFUCG's certified list of minority, women and veteran owned businesses. This is an overall list of businesses with various specialties.

Thanks, Sherita

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Central Purchasing

859.258.3323 office
lexingtonky.gov

LEXINGTON

From: Mackenzie Davis <mackenzie.davis@greshamsmith.com>
Sent: Thursday, August 25, 2022 10:09 AM
To: Sherita Miller <smiller@lexingtonky.gov>
Subject: LFUCG Certified MBE List

You don't often get email from mackenzie.davis@greshamsmith.com. Learn why this is important
[EXTERNAL] Use caution before clicking links and/or opening attachments.

Good Morning Sherita,

Gresham Smith is looking for teaming partners and wanted to ask if its possible to get a list of the LFUCG Certified MBEs?

Thanks!

Mackenzie Davis
Marketing Coordinator

From: Mimi Rasor <mimi@gorasor.com>
Sent: Tuesday, August 30, 2022 5:19:35 PM
To: Louis Johnson <louis.johnson@greshamsmith.com>; Laura Whitman <laura@gorasor.com>
Cc: Erin Masterson <erin.masterson@greshamsmith.com>; Mackenzie Davis <mackenzie.davis@greshamsmith.com>
Subject: [EXTERNAL] Re: Legacy Business Park

Hi, Louis –

Thanks for reaching out! We appreciate you thinking of us. I wondered if you could tell us a little more about the role you envision for us on this project. We're trying to be very thoughtful about what we take on and want to make sure this is a good fit from both a capabilities and time commitment perspective. Do you have other outreach partners who will also be on the team?

Thanks much,

Mimi

From: Louis Johnson <louis.johnson@greshamsmith.com>
Date: Monday, August 29, 2022 at 3:34 PM
To: Laura Whitman <laura@gorasor.com>, Mimi Rasor <mimi@gorasor.com>
Cc: Erin Masterson <erin.masterson@greshamsmith.com>, Mackenzie Davis <mackenzie.davis@greshamsmith.com>
Subject: Legacy Business Park

Laura & Mimi –

I hope this note finds you well. We are pursing the LFUCG Legacy Business Park RFQ. We recently completed the master plan and are looking to put together a VERY strong team for this phase of work. They list public engagement, online/website types of tools and we thought you all might be perfect to bring in the fold.

Let me know what you think – I have copied Erin and Mackenzie if you are interested so we can start pulling materials together. This is due Sep 19th.

Thanks!

Louis

From: Laura Whitman <laura@gorasor.com>
Sent: Tuesday, September 6, 2022 8:39 PM
To: Louis Johnson <louis.johnson@greshamsmith.com>; Mimi Rasor <mimi@gorasor.com>
Cc: Erin Masterson <erin.masterson@greshamsmith.com>; Mackenzie Davis <mackenzie.davis@greshamsmith.com>
Subject: Re: [EXTERNAL] Re: Legacy Business Park

Hi Louis –

I'm so sorry for the delay on our end. Last week was a whirlwind and Mimi had to leave of an out of town conference today, though she was hoping to get back with you before she left. You may still hear from her but I wanted to be sure to get back with you. Yes, we are certainly interested in this scope and the project; thank you for asking us! We had just needed to get a good understanding of what you wanted from us as our schedule is getting pretty full (nice problem to have!). Based on what you said in your email, we are good with preparing and managing a website and updates sent out via email. We were a little concerned that you might have needed us to be on the ground coordinating in-person outreach, but it sounds like that's not the case. So, if you haven't filled the slot yet, we'd be pleased to be part of your team!

Thanks Louis,
Laura

From: Louis Johnson <louis.johnson@greshamsmith.com>
Date: Tuesday, September 6, 2022 at 11:27 AM
To: Mimi Rasor <mimi@gorasor.com>, Laura Whitman <laura@gorasor.com>
Cc: Erin Masterson <erin.masterson@greshamsmith.com>, Mackenzie Davis <mackenzie.davis@greshamsmith.com>
Subject: RE: [EXTERNAL] Re: Legacy Business Park

Mimi & Laura – Have you all been able to make a decision on the Legacy Park RFQ? All good if you don't have capacity or aren't interested in the scope, but we would like to finalize our team.

Thank you for your consideration –

Louis

Louis R. Johnson, PLA, ASLA
Gresham Smith

From: Louis Johnson <louis.johnson@greshamsmith.com>
Sent: Wednesday, September 7, 2022 11:15 AM
To: nlong@kswarellc.com
Cc: Jessica Lucyshyn <jessica.lucyshyn@greshamsmith.com>; Mackenzie Davis <mackenzie.davis@greshamsmith.com>; Erin Masterson <erin.masterson@greshamsmith.com>
Subject: Legacy Park RFQ

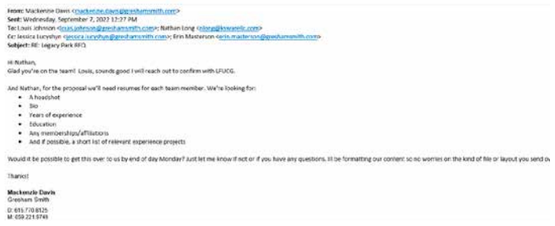
Nathan – Great chatting, thanks again for your interest in joining our team. I am copying Mackenzie Davis here who is coordinating our response and Erin Masterson who is managing the design team.

Mackenzie – Could you reach out to LFUCG purchasing to confirm KS Ware will qualify as a DBE firm, they are registered with KYTC, if they need to provide any documentation as such let us all know.

Please let us know if you have any questions at all –

Louis

Louis R. Johnson, PLA, ASLA
Gresham Smith
D: 502.627.8924



From: Mackenzie Davis <mackenzie.davis@greshamsmith.com>
Sent: Wednesday, September 7, 2022 12:27 PM
To: Louis Johnson <louis.johnson@greshamsmith.com>; Nathan Long <nlong@kswarellc.com>
Cc: Jessica Lucyshyn <jessica.lucyshyn@greshamsmith.com>; Erin Masterson <erin.masterson@greshamsmith.com>
Subject: RE: Legacy Park RFQ

Hi Nathan,
Glad you're on the team! Louis, sounds good I will reach out to confirm with LFUCG.

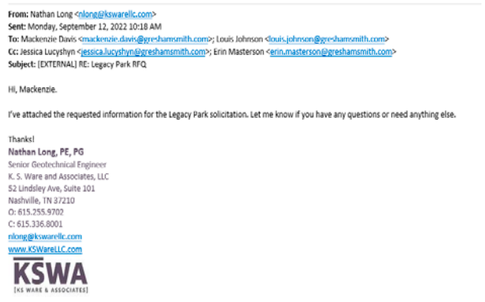
And Nathan, for the proposal we'll need resumes for each team member. We're looking for:

- A headshot
- Bio
- Years of experience
- Education
- Any memberships/affiliations
- And if possible, a short list of relevant experience projects

Would it be possible to get this over to us by end of day Monday? Just let me know if not or if you have any questions, ill be formatting our content so no worries on the kind of file or layout you send in.

Thanks!

Mackenzie Davis
Gresham Smith
O: 615.770.8525
M: 859.221.9746



From: Nathan Long <nlong@kswarellc.com>
Sent: Monday, September 12, 2022 10:18 AM
To: Mackenzie Davis <mackenzie.davis@greshamsmith.com>; Louis Johnson <louis.johnson@greshamsmith.com>
Cc: Jessica Lucyshyn <jessica.lucyshyn@greshamsmith.com>; Erin Masterson <erin.masterson@greshamsmith.com>
Subject: [EXTERNAL] RE: Legacy Park RFQ

Hi, Mackenzie.

I've attached the requested information for the Legacy Park solicitation. Let me know if you have any questions or need anything else.

Thanks!
Nathan Long, PE, PG
Senior Geotechnical Engineer
K. S. Ware and Associates, LLC
52 Lindsley Ave, Suite 101
Nashville, TN 37210
O: 615.255.9702
C: 615.336.8001
nlong@kswarellc.com
www.KSWareLLC.com
KSWA
[KS WARE & ASSOCIATES]

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 RFQ 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 RFQ. 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 RFQ to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFQ: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ, 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 RFQ, proposer states that it understands the meaning, intent and requirements of the RFQ and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
   (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
   (d) Failure to diligently advance the work under a contract for construction services;
   (e) The filing of a bankruptcy petition by or against the contractor; or
   (f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent**,** Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

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

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

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

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature

9.16.2022
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.

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

FINANCIAL RESPONSIBILITY

1

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

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

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Auto Liability	$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	$100,000
Professional (E&O) Liability	$1 million per occurrence
Excess/Umbrella Liability	$10 million per occurrence

The policies above shall contain the following conditions:

a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

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

c. 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

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/31/2022

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 South, Inc.
Franklin TN Office
501 Corporate Centre Drive
Suite 300
Franklin TN 37067 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Fire Ins. Co. of Hartford	20478
INSURER B:	The Continental Insurance Company	35289
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Gresham Smith
222 2 Avenue South
Suite 1400
Nashville TN 37201-2308 USA

COVERAGES **CERTIFICATE NUMBER:** 570095127775 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			7034371592	08/31/2022	08/31/2023	EACH OCCURRENCE	$1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] OTHER:							
A	AUTOMOBILE LIABILITY			7034183705	08/31/2022	08/31/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
B	X UMBRELLA LIAB X OCCUR			7034183722	08/31/2022	08/31/2023	EACH OCCURRENCE	$2,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$5,000,000
	[ ] DED [X] RETENTION $10,000							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			7034183719 AOS	08/31/2022	08/31/2023	X PER STATUTE [ ] OTH-ER	
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N/A (Mandatory in NH)			7034347034 CA	08/31/2022	08/31/2023	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project No. 44108.00, Blue Grass Airport On-call Environmental Support; Environmental Services Contract with Blue Grass Airport, Lexington, KY. Lexington-Fayette Urban County Airport Board is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. Umbrella Liability policy is Follow Form for the provisions evidenced for the General Liability coverage.

CERTIFICATE HOLDER
Lexington-Fayette Urban
County Airport Board
4000 Terminal Drive, Suite 206
Lexington KY 40510 USA

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Aon Risk Services South, Inc.

Holder Identifier :
Certificate No : 570095127775

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/27/2022

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
RSC Insurance Brokerage, Inc.
104 Woodmont Blvd.
Suite 400
Nashville TN 37205

CONTACT NAME: Judy Witt
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: jwitt@risk-strategies.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	XL Specialty Insurance Company	37885
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Gresham Smith
222 2nd Avenue South
Suite 1400
Nashville TN 37201-2308

COVERAGES **CERTIFICATE NUMBER:** 07/22/22 -- **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[ ] OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPR9996784	08/01/2022	08/01/2023	Each Claim	$1,000,000
							Aggregate	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
GS Project #44108.00.
Project Name: Blue Grass Airport On-call Environmental Support.

CERTIFICATE HOLDER
Lexington-Fayette Urban County Airport Board
4000 Terminal Drive, Suite 206
Lexington KY 40510

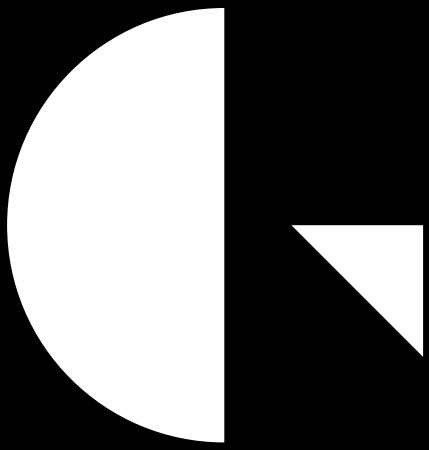
CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
RSC Insurance Brokerage Inc.

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Gresham Smith



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Atlanta, GA
Baton Rouge, LA
Birmingham, AL
Charlotte, NC
Chattanooga, TN
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Chipley, FL
Cincinnati, OH
Columbus, OH
Dallas, TX
Denver, CO
Ft. Lauderdale, FL
Jackson, MS
Jacksonville, FL
Knoxville, TN
Lansing, MI
Lexington, KY
Louisville, KY
Memphis, TN
Miami, FL
Nashville, TN
Raleigh, NC
Richmond, VA
Shanghai, China
Suwanee, GA
Tallahassee, FL
Tampa, FL

333 West Vine Street
Suite 1650
Lexington, KY 40507

859.469.5610
GreshamSmith.com

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EXHIBIT "C"
LISTING AGREEMENT
FOR SALE

Lexington Fayette Urban County Government ("Owner") appoints **Cushman & Wakefield U.S., Inc.** ("C&W") as its sole agent and grants to C&W the exclusive right to sell the real property located at **Coldstream Research Campus being 1500,1501,1776 & 1785 McGranthiana Parkway, Lexington, Fayette County, KY being approximately 33 acres and Legacy Business Park 2850 Georgetown Road, Lexington, Fayette County, KY being approximately 200 acres** (the "Property") as provided below.

1. Term. This Agreement shall commence on April 1, 2024 and shall be for an initial term of two (2) years expiring on March 31, 2026, unless terminated by LFUCG at an earlier time. This Agreement is subject to automatic renewal for up to two (2) additional terms of one (1) year each, unless LFUCG determines that it does not wish to exercise the option to renew.

2. Services. C&W will use its commercially reasonable efforts to obtain a satisfactory purchaser for the Property at a sale price to be determined by Owner and on such other terms as are acceptable to Owner. C&W will negotiate the business terms of any purchase and sale agreement on behalf of Owner and in Owner's best interest, subject to Owner's review and final approval, except as otherwise directed by Owner. C&W will cooperate with other licensed real estate brokers.

3. Marketing. C&W's relevant pages in response to RFP 51-2022 is attached hereto as Exhibit E and incorporated herein by reference. C&W will act substantially in conformity with its proposal in marketing the Property. Owner authorizes C&W to advertise and place signage on the Property, subject to Owner's approval of any advertisements and signage. C&W, at its own expense, will place its standard sign on the Property and will prepare and distribute a standard brokerage flyer. All advertising whether prepared or issued by C&W or by Owner will identify C&W as Owner's exclusive agent for the Property.

4. Referrals. During the term of this agreement, Owner will refer to C&W all inquiries and offers received by Owner with respect to the Property, regardless of the source of such inquiries or offers.

5. Commission. If, during the term hereof, Owner sells any interest in the Property, Owner will pay to C&W a commission in accordance with the attached Schedule of Commissions. Within 10 days after the end of the term, C&W will provide to Owner a written list of prospective purchasers to whom the Property was submitted by any party during the term. If a prospective purchaser, appearing on the list, enters into a purchase and sale agreement within 120 days after the end of the term, and thereafter the sale is closed, Owner will pay a commission to C&W as provided above. Owner agrees that such 120-day period will be extended for so long as negotiations with a prospective purchaser are continuing.

6. Outside brokers. If C&W recognizes an outside broker authorized to represent the purchaser in a transaction for which a commission is payable hereunder, C&W will request such broker to agree to accept the outside broker portion of the commission computed and payable in accordance with the annexed Schedule, and if such other broker agrees, Owner will pay C&W the commission computed and payable in accordance with the annexed Schedule out of which C&W will pay to such other broker its agreed upon commission and retain the balance of the commission as C&W's compensation. If the other broker does not so agree, then negotiations will be suspended until such agreement is obtained. Under no circumstances will Owner be obligated to pay a commission exceeding that provided in the Schedule nor shall C&W be responsible for the failure to reach an agreement with the other broker. The term "outside broker" means a broker other than **David Kelly, Jeffrey Bender and SeattleStein**.

7. Representation of Purchasers. Owner acknowledges and agrees that C&W may represent potential purchasers and consents to such dual representation, provided C&W timely discloses any such dual representation to Owner.

8. Authority. Owner represents that it is in fact the owner of the Property and has the right to sell the Property. The individuals signing below represent that they are authorized to sign this agreement on behalf of the entity indicated.

9. Professional Advice. C&W recommends that Owner obtain legal, tax or other professional advice relating to this agreement and the proposed sale of the Property as well as the condition and/or legality of the Property, including, but not limited to, the Property's improvements, equipment, soil, tenancies, title, environmental aspects and compliance with the Americans with Disabilities Act. C&W will have no obligation to investigate any such matters unless expressly otherwise agreed to in writing by Owner and C&W. Owner further agrees that in determining the financial soundness of any prospective purchaser, Owner will rely solely upon Owner's own investigation and evaluation, notwithstanding C&W's assistance in gathering any financial information.

10. OFAC. Each party represents and warrants to the other that it, and all persons and entities owning (directly or indirectly) an ownership interest in it: (a) are not, and will not become, a person or entity with whom a party is prohibited from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order or other governmental action; and (b) are not knowingly engaged in, and will not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities described in clause (a) above.

11. Anti-Bribery & Corruption. Each party represents and warrants to the other that it (and any party acting on its behalf) has not, in order to enter into this agreement, offered, promised, authorized or made any payments or transfers of anything of value which have the purpose or effect of public or commercial bribery, kickbacks or other unlawful or improper means of doing business ("Prohibited Activity") and will not engage in Prohibited Activity during the term of this agreement.

In the event of any violation of this section, the non-offending party shall be entitled to immediately terminate this agreement and take such other actions as are permitted or required to be taken under law or in equity.

12. Miscellaneous. This agreement shall be governed by the laws of the Commonwealth of Kentucky, without giving effect to principles of conflicts of law. This agreement constitutes the entire agreement between the parties regarding the subject matter herein, and no amendments, changes or modifications may be made to this agreement without the express written consent of each of the parties. If any term or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. No failure or delay by a party in exercising any right hereunder or any partial exercise thereof shall operate as a waiver thereof or prohibit any other or further exercise of any right hereunder. This agreement shall benefit and be binding upon the parties and their respective successors and assigns. This agreement may be executed and delivered (including by facsimile, "pdf" or other electronic transmission) in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[Signatures on following page]

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

By:_____
Name:_____
Title:_____
Date:_____

CUSHMAN & WAKEFIELD U.S., INC.

By: _____
Kevin Hughes, Managing Principal

Date:____4/10/24_____

[Schedule of Commissions Follows]

EXHIBIT “D”
SCHEDULE OF COMMISSIONS FOR SALE

Rate: 6% of the total sales price

Time of Payment: The commission shall be paid in full at the time of the closing or transfer of title to the Property, except in the case of an installment purchase contract, in which case the commission shall be paid in full at the time of Closing(s) between Owner and purchaser.

Computation of Total Sales Price: The commission shall be computed in accordance with the above rates based upon the gross sales price, which shall include any mortgages, loans or other obligations of Owner which may be assumed by purchaser or which purchaser takes title "subject to," and any purchase money loans or mortgages taken back by Owner.

Purchase Option: If Owner grants a purchase option, C&W will be paid a commission at the above rate on the option price as and when amounts are payable for the option (and for extensions thereof). Upon closing of the sale, C&W will be paid a commission at the above rate on the total sales price (excluding any amount paid for the option and applied to the sales price).

Broker Regulatory or Statutory Provisions. The following provisions must be included in brokerage agreements in the State of Kentucky:

- C&W appoints **David Kelly, Jeffrey Bender and Seattle Stein** as its designated agent(s) pursuant to this Agreement.

- It is illegal for either party to discriminate against any person because of one's membership in a protected class (e.g., race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status, or any other class protected under Kentucky law).

Section 5.0

Approach to Development & Marketing

Development Approach



We at Cushman & Wakefield have decades of experience delivering data driven approaches to the marketing of all property projects. Once we are engaged, we utilize a proven systematic phased marketing plan. Initially the property aspects are fully reviewed and detailed to create a comprehensive catalogue of data. High quality and visually appealing marketing materials are developed.

The Cushman & Wakefield global platform enables us to implement marketing campaigns on local, regional, and national basis. We keep all stakeholders involved and informed with regularly scheduled Teams calls and written reports. Our extensive data base includes thousands of industrial real estate users and our relationships enable us to reach a broad range of potential buyers. We envision that the property will draw attention from high tech, light manufacturing users as well as speculative developers. Collectively, our Team has closed thousands of transactions which gives us the experience and knowledge to advise our clients to the highest standards in the industry.

Cushman & Wakefield is the premier center for commercial real estate thought leadership. We set the standard for insightful forecasts, predictive analysis and data accuracy so clients can make smart, highly informed, strategic and expeditious real estate decisions.

Our in-house core marketing capabilities cover the entire real estate life-cycle including:

- Initial strategic review, property positioning and general project consultation
- Branding and graphic identity design and development
- Interactive media design, including websites, e-blasts, and online advertising
- Print design, including advertising
- Media planning, buying, negotiation and representation
- Post-campaign website tracking and analysis
- Social Media consultation/execution and campaign management/analysis to our clients to support their real estate requirements

Marketing Strategy

Social Media Advertising



Brochure



EBlasts



Drone Footage



Events



Signage

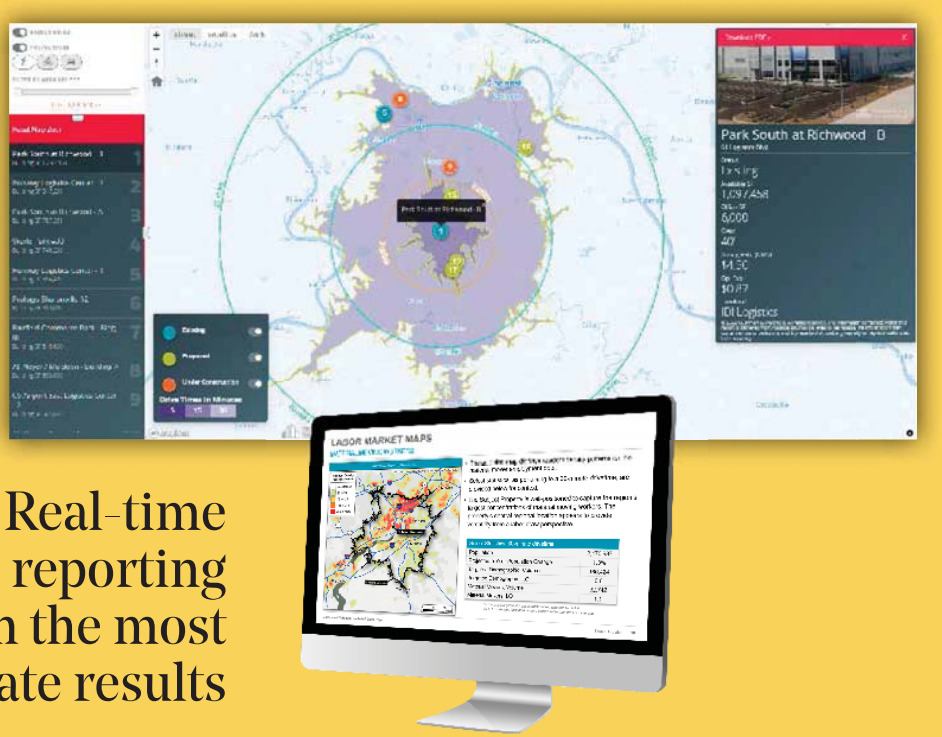


CUSHMAN & WAKEFIELD

Innovation in Information

We realize the value of accurate and timely market information. Our company-wide commitment is to systematically collect, organize and analyze market data.

With a proprietary internal database amplified by strategic partnerships, we determine price movement, values, and trends and make accurate predictions of market projections. Our Research Services professionals produce quarterly market reports on individual markets, regional reports and global trend reports. Publishing industry-leading reports and tracking a variety of sector data, we deliver some of the best information in the business.



Real-time data reporting with the most accurate results



Action Plan

Our innovative approach to marketing has been refined over the years as we always learn from our experience. Each new project has a set of marketing activities identified and placed into a timeline. Regular reporting keeps us accountable for adherence to the schedule. The marketing schedule will be closely coordinated with the timing of the infrastructure improvements to the property and focus on both the 200-acre and 50-acre sites.

1 First 30 Days

- Introductory Stakeholders meeting
- Define Goals of LFUCG
- Review and discuss Preliminary Site Plans
- Establish Marketing Program timetable
- Inventory comprehensive technical site data
- Prepare first draft marketing materials for LFUCG and Gresham Smith for review

2 First 60 Days

- Coordinate press release canvassing to prospects
- Professional photos of property
- Finalize marketing materials (flyer and eBlast for immediate release)
- Email campaign to announce new listing
- Signs/banners installed
- Web postings: CoStar, Loopnet, Catylist, Cushman & Wakefield
- Social Media: Twitter & Linkedin
- Target calls: Top 50 active brokers in the market
- First mailer to primary and secondary targets
- Weekly call with ownership and activity reports weekly

3 First 90 Days

- Cold call canvassing to prospects
- Evaluate target lists, revise/add as needed
- Email campaign to brokers
- Continue to personally contact targeted brokers via phone calls
- Signs/banners installed
- Broker tours
- Second mailer to primary and secondary targets
- Weekly call with ownership and activity reports weekly

4 First 120 Days

- Continue email campaign
- Revise web information as needed
- Third and fourth mailer to primary and secondary targets
- Second round of calls to brokers
- Weekly call with ownership and activity reports weekly

5 Ongoing

- Continue email campaign
- Continue follow-up calls on mailers
- Weekly call with ownership and activity reports weekly

Delivering on your goals and priorities

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH CUSHMAN & WAKEFIELD, U.S., INC. FOR THE CONTINUED MARKETING AND SALE OF THE 200-ACRE LEGACY BUSINESS PARK AND COLDSTREAM 50-ACRE SITES, AT A COST OF SIX PERCENT (6%) OF LAND SALES.

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 Professional Service Agreement, which is attached hereto and incorporated herein by reference, with Cushman & Wakefield, U.S., Inc., for the continued marketing and sale of the 200-acre Legacy Business Park and Coldstream 50-acre sites.

Section 2 – That an amount, not to exceed six percent (6%) of land sales, be and hereby is approved for payment.

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
0418-24:TAH:4893-9445-3431, v. 1

RESOLUTION NO. 197 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH CUSHMAN & WAKEFIELD, U.S., INC. FOR THE CONTINUED MARKETING AND SALE OF THE 200-ACRE LEGACY BUSINESS PARK AND COLDSTREAM 50-ACRE SITES, AT A COST OF SIX PERCENT (6%) OF LAND SALES.

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 Professional Service Agreement, which is attached hereto and incorporated herein by reference, with Cushman & Wakefield, U.S., Inc., for the continued marketing and sale of the 200-acre Legacy Business Park and Coldstream 50-acre sites.

Section 2 – That an amount, not to exceed six percent (6%) of land sales, be and hereby is approved for payment.

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:

CLERK OF URBAN COUNTY COUNCIL

0418-24:TAH:4893-9445-3431, v. 1

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement"), made and entered into on the ____ day of April, 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **CUSHMAN & WAKEFIELD, U.S., INC.**, a Missouri corporation, ("Organization") with offices located at 201 E. Fourth Street, suite 1800, Cincinnati, OH 45202.

W I T N E S S E T H

WHEREAS, the parties previously entered a Professional Services Agreement on February 13, 2023; and

WHEREAS, LFUCG and Organization wish to continue the relationship created by the above mentioned agreement.

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

1. **EFFECTIVE DATE; TERM.** This Agreement shall commence on April ____, 2024 and shall be for an initial term of two (2) years unless terminated by LFUCG at an earlier time. This Agreement is subject to automatic renewal for up to two (2) additional terms of one (1) year each, unless LFUCG determines that it does not wish to exercise the option to renew.

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" – LFUCG RFQ No. 51-2022, Legacy Business Park Site Development
   b. Exhibit "B" – Organization's Response to RFQ
   c. Exhibit "C" – Listing Agreement For Sale
   d. Exhibit "D" – Schedule of Commissions For Sale
   e. Exhibit "E" – Approach to Development & Marketing (Scope of Work)

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 "C", "A", "D", "E", and "B" in that order.

3. **SCOPE OF SERVICES.** Organization shall perform the services outlined in the attached Exhibits for LFUCG in a timely, workmanlike and professional manner (the "Services").

4. PAYMENT. LFUCG shall pay Organization 6% of the total sales price for the performance of the Services in accordance with Exhibit "C". Payments shall be made in accordance with Exhibit "D". Absent any additional written agreement stating otherwise, any travel or other expenses are included in the above payment.

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. Notwithstanding the expiration and/or earlier termination of this Agreement, Organization shall be entitled to a commission in accordance with the provisions of the provisions of Exhibit "C" and Exhibit "D".

6. REPORTING. Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified and agreed upon by and between Organization and LFUCG.

7. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization, its affiliate and/or its cooperating broker, to the extent applicable, 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 persons signing this Agreement on behalf of Organization and LFUCG are fully authorized to do so.

8. INSURANCE; INDEMNITY.

The risk management provisions of RFQ No. 51-2022, as revised the modifications thereto contained in Exhibit "C", are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to the LFUCG as required therein.

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 one (1) year following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement upon payment in monies owed Organization. Organization shall not be held liable for reuse of documents or modifications thereof by LFUCG or its representatives for any purpose other than the original intent of this Agreement without written authorization of Organization.

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

10. 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.

11. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. In performing its obligations hereunder and with respect to all employees sought to be hired in connection with the same, 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 to the extent required by applicable law; and (c) direct 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 to the extent required by applicable law. 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 made available to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

13. ANNUAL AUDIT. Organization 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.

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

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

16. 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.

17. **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.

18. **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.

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

For Organization:

Cushman & Wakefield U.S., Inc.
201 East 4th Street, Suite 1800
Cincinnati, OH 45202
Attention: Managing Principal

With a copy to:

Cushman & Wakefield U.S., Inc.
201 East 4th Street, Suite 1800
Cincinnati, OH 45202
Attention: David Kelly, Managing Director

With a copy to:

Cushman & Wakefield U.S., Inc.
1290 Avenue of the Americas
New York, NY 10104
Attention: Legal Department

For Government:

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

20. **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.

21. ENTIRE AGREEMENT. This Agreement, including all exhibits hereto, 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.

22. DISPUTE RESOLUTION. Subject to either party's right to terminate this Agreement in accordance with Exhibit "C" hereto, LFUCG and Organization agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. In the absence of such termination, Organization shall continue to perform services for the Project and LFUCG shall pay for such services during the dispute resolution process unless LFUCG issues a written notice to suspend work.

23. FORCE MAJEURE. Organization shall not be liable for any damages caused by any delay that is beyond Organization's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

24. INSURANCE AND LIABILITY. Organization shall maintain the insurance, coverage limits, and insurance conditions required in Section 8 herein during the period of service. LFUCG will be included as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

25. STANDARD OF CARE. Services provided by Organization under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Organization makes no warranty or guaranty, either express or implied. Organization will not be liable for the cost of any omission that adds value to the Project. Organization's standard of care shall not be altered by the application, interpretation or construction of any other provision of this Agreement.

26. SUSPENSION OF WORK. LFUCG may suspend services performed by Organization with cause upon thirty (30) days advance written notice. Organization shall submit an invoice for services performed hereunder in accordance with Exhibit C and Exhibit D hereto and LFUCG shall pay Organization all outstanding invoices within thirty (30) days.

[SIGNATURE PAGE FOLLOWS]

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST:
Clerk of the Urban County Council

CUSHMAN & WAKEFIELD, U.S., INC

BY:
Kevin Hughes – Managing Principal

DATE: 4/12/24

EXHIBIT "C"
LISTING AGREEMENT
FOR SALE

Lexington Fayette Urban County Government ("Owner") appoints **Cushman & Wakefield U.S., Inc.** ("C&W") as its sole agent and grants to C&W the exclusive right to sell the real property located at **Coldstream Research Campus being 1500,1501,1776 & 1785 McGranthiana Parkway, Lexington, Fayette County, KY being approximately 33 acres and Legacy Business Park 2850 Georgetown Road, Lexington, Fayette County, KY being approximately 200 acres** (the "Property") as provided below.

1. Term. This Agreement shall commence on April 1, 2024 and shall be for an initial term of two (2) years expiring on March 31, 2026, unless terminated by LFUCG at an earlier time. This Agreement is subject to automatic renewal for up to two (2) additional terms of one (1) year each, unless LFUCG determines that it does not wish to exercise the option to renew.

2. Services. C&W will use its commercially reasonable efforts to obtain a satisfactory purchaser for the Property at a sale price to be determined by Owner and on such other terms as are acceptable to Owner. C&W will negotiate the business terms of any purchase and sale agreement on behalf of Owner and in Owner's best interest, subject to Owner's review and final approval, except as otherwise directed by Owner. C&W will cooperate with other licensed real estate brokers.

3. Marketing. C&W's relevant pages in response to RFP 51-2022 is attached hereto as Exhibit E and incorporated herein by reference. C&W will act substantially in conformity with its proposal in marketing the Property. Owner authorizes C&W to advertise and place signage on the Property, subject to Owner's approval of any advertisements and signage. C&W, at its own expense, will place its standard sign on the Property and will prepare and distribute a standard brokerage flyer. All advertising whether prepared or issued by C&W or by Owner will identify C&W as Owner's exclusive agent for the Property.

4. Referrals. During the term of this agreement, Owner will refer to C&W all inquiries and offers received by Owner with respect to the Property, regardless of the source of such inquiries or offers.

5. Commission. If, during the term hereof, Owner sells any interest in the Property, Owner will pay to C&W a commission in accordance with the attached Schedule of Commissions. Within 10 days after the end of the term, C&W will provide to Owner a written list of prospective purchasers to whom the Property was submitted by any party during the term. If a prospective purchaser, appearing on the list, enters into a purchase and sale agreement within 120 days after the end of the term, and thereafter the sale is closed, Owner will pay a commission to C&W as provided above. Owner agrees that such 120-day period will be extended for so long as negotiations with a prospective purchaser are continuing.

6. Outside brokers. If C&W recognizes an outside broker authorized to represent the purchaser in a transaction for which a commission is payable hereunder, C&W will request such broker to agree to accept the outside broker portion of the commission computed and payable in accordance with the annexed Schedule, and if such other broker agrees, Owner will pay C&W the commission computed and payable in accordance with the annexed Schedule out of which C&W will pay to such other broker its agreed upon commission and retain the balance of the commission as C&W's compensation. If the other broker does not so agree, then negotiations will be suspended until such agreement is obtained. Under no circumstances will Owner be obligated to pay a commission exceeding that provided in the Schedule nor shall C&W be responsible for the failure to reach an agreement with the other broker. The term "outside broker" means a broker other than **David Kelly, Jeffrey Bender and SeattleStein**.

7. Representation of Purchasers. Owner acknowledges and agrees that C&W may represent potential purchasers and consents to such dual representation, provided C&W timely discloses any such dual representation to Owner.

8. Authority. Owner represents that it is in fact the owner of the Property and has the right to sell the Property. The individuals signing below represent that they are authorized to sign this agreement on behalf of the entity indicated.

9. Professional Advice. C&W recommends that Owner obtain legal, tax or other professional advice relating to this agreement and the proposed sale of the Property as well as the condition and/or legality of the Property, including, but not limited to, the Property's improvements, equipment, soil, tenancies, title, environmental aspects and compliance with the Americans with Disabilities Act. C&W will have no obligation to investigate any such matters unless expressly otherwise agreed to in writing by Owner and C&W. Owner further agrees that in determining the financial soundness of any prospective purchaser, Owner will rely solely upon Owner's own investigation and evaluation, notwithstanding C&W's assistance in gathering any financial information.

10. OFAC. Each party represents and warrants to the other that it, and all persons and entities owning (directly or indirectly) an ownership interest in it: (a) are not, and will not become, a person or entity with whom a party is prohibited from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order or other governmental action; and (b) are not knowingly engaged in, and will not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities described in clause (a) above.

11. Anti-Bribery & Corruption. Each party represents and warrants to the other that it (and any party acting on its behalf) has not, in order to enter into this agreement, offered, promised, authorized or made any payments or transfers of anything of value which have the purpose or effect of public or commercial bribery, kickbacks or other unlawful or improper means of doing business ("Prohibited Activity") and will not engage in Prohibited Activity during the term of this agreement.

In the event of any violation of this section, the non-offending party shall be entitled to immediately terminate this agreement and take such other actions as are permitted or required to be taken under law or in equity.

12. Miscellaneous. This agreement shall be governed by the laws of the Commonwealth of Kentucky, without giving effect to principles of conflicts of law. This agreement constitutes the entire agreement between the parties regarding the subject matter herein, and no amendments, changes or modifications may be made to this agreement without the express written consent of each of the parties. If any term or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. No failure or delay by a party in exercising any right hereunder or any partial exercise thereof shall operate as a waiver thereof or prohibit any other or further exercise of any right hereunder. This agreement shall benefit and be binding upon the parties and their respective successors and assigns. This agreement may be executed and delivered (including by facsimile, "pdf" or other electronic transmission) in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[Signatures on following page]

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton

By: _____
Name: Linda Gorton
Title: Mayor
Date: 5/9/2024

CUSHMAN & WAKEFIELD U.S., INC.

By: _____
Kevin Hughes, Managing Principal

Date: 4/10/24

[Schedule of Commissions Follows]

EXHIBIT "D"
SCHEDULE OF COMMISSIONS FOR SALE

Rate: **6**% of the total sales price

Time of Payment: The commission shall be paid in full at the time of the closing or transfer of title to the Property, except in the case of an installment purchase contract, in which case the commission shall be paid in full at the time of Closing(s) between Owner and purchaser.

Computation of Total Sales Price: The commission shall be computed in accordance with the above rates based upon the gross sales price, which shall include any mortgages, loans or other obligations of Owner which may be assumed by purchaser or which purchaser takes title "subject to," and any purchase money loans or mortgages taken back by Owner.

Purchase Option: If Owner grants a purchase option, C&W will be paid a commission at the above rate on the option price as and when amounts are payable for the option (and for extensions thereof). Upon closing of the sale, C&W will be paid a commission at the above rate on the total sales price (excluding any amount paid for the option and applied to the sales price).

Broker Regulatory or Statutory Provisions. The following provisions must be included in brokerage agreements in the State of Kentucky:

- C&W appoints **David Kelly, Jeffrey Bender and Seattle Stein** as its designated agent(s) pursuant to this Agreement.

- It is illegal for either party to discriminate against any person because of one's membership in a protected class (e.g., race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status, or any other class protected under Kentucky law).

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0419-24

File ID:	0419-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	115-2024	**In Control:**	Urban County Council
				File Created:	04/12/2024
File Name:	Kentucky Theatre Lighting Donation			**Final Action:**	04/25/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept a donation of stage lighting improvements at Ky. Theatre from the Woodsongs Troubadour Concert Series, at no cost to the Urban County Government. [Dept. of General Services, Ford]

Notes: In office 4/18/2024. MS

stamped and file din CCO. copy scaned to Sandra Lopez 5-9 AA

Sponsors:		**Enactment Date:**	04/25/2024
Attachments:	Blue Sheet Memo - Kentucky Theatre Donation - Lighting .pdf, WS_TROUBADOUR_KTdonation.pdf, KY Theater Lighting System Donation List.xlsx - KT Theater Donation.pdf, Reso 0419-24 Donation of stage lighting improvements at Kentucky Theatre 4859-3263-9927 v.1.doc, R-198-2024, Contract #115-2024	**Enactment Number:**	R-198-2024
Deed #:		**Hearing Date:**	
Drafter:	Sandra Lopez	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/23/2024	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 0419-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept a donation of stage lighting improvements at Ky. Theatre from the

Woodsongs Troubadour Concert Series, at no cost to the Urban County Government. [Dept. of General Services, Ford]

Summary

Authorization to accept a donation of stage lighting improvements at the Kentucky Theatre.

The estimated value of the donation is $3,900. (L0419-24) (Ford)

Budgetary Implications: No.

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted [select]: NA

Account Number:

This Fiscal Year Impact: Estimated value of donation is $3,900.

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: _____
Chris Ford, Commissioner of General Services

DATE: April 12, 2024

SUBJECT: Donation of Stage Lighting Improvements at Kentucky Theatre
Woodsongs Troubadour Concert Series c/o The Friends of Kentucky Theatre

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Request:

Request Council authorization to accept donation of stage lighting improvements at Kentucky Theatre from the Woodsongs Troubadour Concert Series.

Purpose:

The Friends of Kentucky Theatre (FOKT) is LFUCG's management agent for day-to-day operations at the Kentucky and State Theatres, as authorized by council resolution 569-2021. The Friends of Kentucky Theatre is hosting the 2024 Woodsongs Troubadour Concert Series at the Kentucky Theatre. Troubadour is offering to donate stage lighting to the Kentucky Theatre. Proposed lighting improvements have been reviewed and approved by LFUCG Facilities Management.

Budgetary Implication:

Estimated value of donation is $3,900. There is no cost to LFUCG for acceptance of the donation.

File Number: 0419-24

Director/Commissioner: Baradaran / Ford

501-c-3 Foundation
EIN: 61-1101070
PURCHASE EXEMPTION NUMBER: D-000024701
P.O. Box 200, Lexington, KY 40588

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TO WHOM IT MAY CONCERN

WoodSongs (501-c-3 wishes to donate specific lighting gear for use in the Kentucky Theatre to the City of Lexington.

Organization: WoodSongs dba Troubadour Concert Series
Contact information: office@woodsongs.com or 859-255-5700
Type of donation: materials, lighting goods, property and consultation
Donation value: $3900.00
Description: SHEHDS - LED Moving Head 19x15W RGBW Wash/Zoom Stage Lights, SHEHDS - Big Aluminum alloy LED Par 18x18W RGBW(A+UV) 4/5/6in1Light, SHEHDS DMX512 Wireless Receiver or Transmitter Laser Light 300m Controller Receiver, DMX cables. 3 meter in length, DMX PC Interface. CHAUVET DJ Stage Light Accessory (DMX-AN 2)

Brief summary of use: The Troubadour Concert Series will begin presenting national level concert in the Kentucky Theatre beginning March 14 with EXILE, Emmylou Harris and many others. The KT has no concert lighting for use by Troubadour or the City during events. Troubadour is willing to donate the lighting for the City to install and own on behalf of the KT for free use by the KT, the City and the Troubadour Concert Series. Our hope is it can be operational by March 12 or May 20

Thank you,

Michael Johnathon

"To affect the quality of the day ... that is the highest of arts."
Henry David Thoreau

Donation Inventory List - KY Theater Lighting System						
Item #	***Item***	***Unit***	***Qty.***	***Unit Price ($)***	***Subtotal ($)***	***Comment***
1	SHEHDS - LED Moving Head 19x15W RGBW Wash/Zoom Stage Lights		8	$250	$2,000	
2	SHEHDS DMX512 Wireless - Receiver or Transmitter Laser Light 300m Controller Receiver		1	$30	$30	
3	SHEHDS - Big Aluminum alloy LED Par 18x18W RGBW (A+UV) 4/5/6in1Light		4	$160	$640	
4	DMX cables - 3 meters		4	$15	$60	
5	DMX PC Interface		1	$35	$35	
6	Other			$0	$0	
7	Estimated installation expenses provided	LS	1	$0	$0	
	Total Fair Market Value (FMV) of Donation:	***$2,765***				

RESOLUTION NO. _____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT A DONATION OF STAGE LIGHTING IMPROVEMENTS AT KENTUCKY THEATRE FROM THE WOODSONGS TROUBADOUR CONCERT SERIES, 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 accept a donation of stage lighting improvements at the Kentucky Theatre from the Woodsongs Troubadour Concert Series, at no cost to the Urban County Government.

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
0419-24:GET:4859-3263-9927, v. 1

RESOLUTION NO. 198 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT A DONATION OF STAGE LIGHTING IMPROVEMENTS AT KENTUCKY THEATRE FROM THE WOODSONGS TROUBADOUR CONCERT SERIES, 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 accept a donation of stage lighting improvements at the Kentucky Theatre from the Woodsongs Troubadour Concert Series, at no cost to the Urban County Government.

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

0419-24:GET:4859-3263-9927, v. 1

Copy in lieu of original

Resolution #198-2024
Contract #-115-2024

501-c-3 Foundation
EIN: 61-1101070
PURCHASE EXEMPTION NUMBER: D-000024701
P.O. Box 200, Lexington, KY 40588

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TO WHOM IT MAY CONCERN

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Thank you,

Michael Johnathon

"To affect the quality of the day ... that is the highest of arts."
Henry David Thoreau

Linda Gorton
Mayor 5/9/2024

Donation Inventory List - KY Theater Lighting System						
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5	DMX PC Interface		1	$35	$35	
6	Other			$0	$0	
7	Estimated installation expenses provided	LS	1	$0	$0	
	Total Fair Market Value (FMV) of Donation:	***$2,765***				

Linda Gorton
Mayor
5/9/2024

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0420-24

File ID:	0420-24	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**	249-2024	**In Control:**	Urban County Council
				File Created:	04/15/2024
File Name:	Request Council authorization to submit an application and accept award, if offered, to the Kentucky Justice and Public Safety Cabinet requesting federal funds of $51,208 under the Victim Assistance Formula Grant funded by the Victims of Crime Act. The ac			**Final Action:**	05/09/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the Ky. justice and public safety cabinet and to provide any additional information requested in connection with this Grant Application, and to accept this Grant if the application is approved, which Grant funds are in the amount of $51,208 in Federal funds under the Victim Assistance Formula Grant funded by the Victims of Crime Act (VOCA), for support of Contract Forensic Nursing Advocates in the Div. of Police, the acceptance of which obligates the Urban County Government to an expenditure of $17,070 as a local match, and authorizing the Mayor to transfer encumbered funds within the Grant Budget. [Div. of Police, Weathers]

Notes: Signed and CILOO filed in the CCO. Returned to Celia 9/20/2024. MS

Sponsors:		**Enactment Date:**	05/09/2024
Attachments:	24 - Blue Sheet Memo VOCA Police, RESO 0420-24 (VOCA Grant Forensic Nursing Advocates) 4886-2075-3848 v.1.docx, R-224-2024, Contract #249-2024	**Enactment Number:**	R-224-2024
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	04/23/2024	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 0420-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the Ky. justice and public safety cabinet and to provide any additional information requested in connection with this Grant Application, and to accept this Grant if the application is approved, which Grant funds are in the amount of $51,208 in Federal funds under the Victim Assistance Formula Grant funded by the Victims of Crime Act (VOCA), for support of Contract Forensic Nursing Advocates in the Div. of Police, the acceptance of which obligates the Urban County Government to an expenditure of $17,070 as a local match, and authorizing the Mayor to transfer encumbered funds within the Grant Budget. [Div. of Police, Weathers]

Summary

Authorization to submit an application and accept award, if offered, to the Kentucky Justice and Public Safety Cabinet requesting Federal funds of $51,208 under the Victim Assistance Formula Grant funded by the Victims of Crime Act for support of Contract forensic nursing advocates. The acceptance obligates the government to provide a match of $17,070. Funds are included in the FY 2025 Mayor's Proposed Budget. (L0420-24) (Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: A Budget amendment will be completed if awarded.

Account Number:

This Fiscal Year Impact: $68,278

Annual Impact: $0

Project: VOCA_2025

Activity: FED_GRANT

Budget Reference: 2025

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **April 12, 2024**

SUBJECT: **Victims of Crime Act Grant for the Division of Police**

Request: Council authorization to submit an application and accept award, if offered, to the Kentucky Justice and Public Safety Cabinet requesting federal funds of $51,208 under the Victim Assistance Formula Grant funded by the Victims of Crime Act. The acceptance obligates the government to provide match of $17,070.

Purpose of Request: The Division of Police will prepare a grant application for submission to the Kentucky Justice and Public Safety Cabinet requesting federal funding of $51,208. The request is for the support of Contract Forensic Nursing Advocates, who will provide direct advocacy services to sexual assault victims and will provide evaluation and archiving services to secure and modernize non-digital sexual assault case files.

What is the cost in this budget year and future budget years? The cost in FY 2025 is estimated to be $68,278. A match of $17,070 is required and included in FY 2025 budget. Funding in future budget years is dependent upon availability of grant funding.

Are the funds budgeted? A budget amendment will be completed if awarded.

File Number: 0420-24

Director/Commissioner: Weathers/Armstrong

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE KENTUCKY JUSTICE AND PUBLIC SAFETY CABINET AND TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF THE APPLICATION IS APPROVED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $51,208.00 IN FEDERAL FUNDS UNDER THE VICTIM ASSISTANCE FORMULA GRANT FUNDED BY THE VICTIMS OF CRIME ACT (VOCA), FOR SUPPORT OF CONTRACT FORENSIC NURSING ADVOCATES IN THE DIVISION OF POLICE, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO AN EXPENDITURE OF $17,070.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER ENCUMBERED 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 execute and submit the Grant Application, which is attached hereto and incorporated herein by reference, to the Kentucky Justice and Public Safety Cabinet and to provide any additional information requested in connection with this Grant Application, which Grant funds are in the amount of $51,208.00 in Federal funds under the Victim Assistance Formula Grant funded by the Victims of Crime Act (VOCA), for the support of a Contract Forensic Nursing Advocates in the Division of Police, the acceptance of which obligates the Urban County Government to the expenditure of $17,070.00 as a local match.

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 previously 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
0420-24:ANB:4886-2075-3848, v. 1

RESOLUTION NO. 224 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE KENTUCKY JUSTICE AND PUBLIC SAFETY CABINET AND TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF THE APPLICATION IS APPROVED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $51,208.00 IN FEDERAL FUNDS UNDER THE VICTIM ASSISTANCE FORMULA GRANT FUNDED BY THE VICTIMS OF CRIME ACT (VOCA), FOR SUPPORT OF CONTRACT FORENSIC NURSING ADVOCATES IN THE DIVISION OF POLICE, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO AN EXPENDITURE OF $17,070.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER ENCUMBERED 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 execute and submit the Grant Application, which is attached hereto and incorporated herein by reference, to the Kentucky Justice and Public Safety Cabinet and to provide any additional information requested in connection with this Grant Application, which Grant funds are in the amount of $51,208.00 in Federal funds under the Victim Assistance Formula Grant funded by the Victims of Crime Act (VOCA), for the support of a Contract Forensic Nursing Advocates in the Division of Police, the acceptance of which obligates the Urban County Government to the expenditure of $17,070.00 as a local match.

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 previously 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

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0420-24:ANB:4886-2075-3848, v. 1

Commonwealth of Kentucky
CONTRACT

Document Number: PON2 500 2500000514 **Version:** 1

Record Date:

Document Description: VOCA - Lexington Fayette Urban County Government

Cited Authority: FAP111-44-00
Memorandum of Agreement

Reason for Modification:

Issuer Contact:

Name: Felicia Biggerstaff

Phone: 502-564-8239

E-mail: Felicia.Biggerstaff@ky.gov

Vendor Name:

LEXINGTON FAYETTE URBAN CO GOVERNMENT

200 EAST MAIN STREET

LEXINGTON KY 40507

Vendor No. KY0033801

Vendor Contact

Name: Chad Hancock

Phone: 8592583313

E-mail: chancock@lexingtonky.gov

Effective From: 2024-10-01 **Effective To:** 2025-09-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		VOCA - Lexington Fayette Urban County Government	$0.000000	$37,046.00	$37,046.00

Extended Description:

Provide one or more crime victim services and/or support activities as defined by 28 C.F.R. § 94.119 and 94.120.

Shipping Information:	Billing Information:
Justice Administration	Justice Administration
125 Holmes St	125 Holmes St
State Office Building Annex, 1st Floor	State Office Building Annex, 2nd Floor
Frankfort KY 40601	Frankfort KY 40601

TOTAL CONTRACT AMOUNT	$37,046.00

Memorandum of Agreement Terms and Conditions
Revised August 2024

This Memorandum of Agreement ("Contract") is entered into, by and between the Commonwealth of Kentucky, Justice and Public Safety Cabinet, Grants Management Division ("the Commonwealth") and LEXINGTON FAYETTE URBAN CO GOVERNMENT ("the Contractor") to establish an agreement for the provision of grant funds to provide direct assistance to victims of crime. This MOA is effective from October 1, 2024, through September 30, 2025.

Definitions:
For the purposes of this Contract, the definitions listed in this section shall represent the common and exclusive understanding of the parties hereto. The singular and plural form, as well as the small or upper case, of any defined term can be used interchangeably regardless of whether the definition refers to the singular or plural term, or uses the small or upper case, and pronouns shall be deemed to include all genders.

1. "Contract" shall mean this subaward provided by the Commonwealth of Kentucky, Justice and Public Safety Cabinet to a subrecipient for the subrecipient to carry out part of a Federal award received by the Justice and Public Safety Cabinet, which is acting as a pass-through entity. Per the United States Department of Justice (DOJ) Grants Financial Guide, a subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
2. "Contractor" shall mean the designated agency that has received this Contract subject to oversight by the Commonwealth of Kentucky, Justice and Public Safety Cabinet.
    a. Contractor shall include but not be limited to any employee, subcontractor, vendor, designee, recipient of any subaward from Contractor or any other individual or entity acting on behalf of the Contractor providing services pursuant to this Contract.
3. "Grants Director" shall mean the Director of the Grants Management Division, Justice and Public Safety Cabinet, or a written designee.
4. "Grants Management Division" and "GMD" shall mean the Grants Management Division, Justice and Public Safety Cabinet.
5. "Intelligrants", "IG" and "IGX" shall mean the Grants Management Division enterprise information technology system of record for grants management.
6. "State Administering Agency" shall mean the Commonwealth of Kentucky, Justice and Public Safety Cabinet, the recipient of federal funding from DOJ.
7. "Technical Assistance" shall mean the sharing of information and expertise, instruction, skills training, and transmission of working knowledge, including, but not limited to:
    a. Program technical assistance related to the methods of carrying out the program.
    b. Financial technical assistance related to the methods used to manage the federal funds received by the sub-recipient.
8. "VOCA" shall mean the Victims of Crime Act and its corresponding implementing regulations.

Background Information:

These terms and conditions are for Contracts funded under Victims of Crime Act (VOCA) federal awards received by the Commonwealth of Kentucky from the United States Department of Justice (USDOJ) Office for Victims of Crime (OVC). VOCA Awards are intended to provide funds to enhance crime victim services in Kentucky. The Commonwealth of Kentucky, Justice and Public Safety Cabinet awarding official for this Contract is the Justice and Public Safety Cabinet Secretary, who can be contacted at 125 Holmes St, Frankfort KY 40601.

Scope of Work:

The primary objective of the project is to provide direct assistance to victims of crime. That assistance is achieved through a variety of methods, including local government and private nonprofit organizations enhancing or expanding their direct services to victims of crime, encouraging states to improve assistance to crime victims and promoting the development of comprehensive services to all victims of crime.

The Commonwealth shall:

1. Provide Intelligrants 10.0 (IGX) site administration and user accounts with appropriate access for the Contractor.
2. Have sole discretion to determine whether the Contractor's expenditures referenced in this Contract are reasonable and in keeping with the purposes set out in the Contract.
3. Have sole discretion to determine the manner in which the Contractor makes the Commonwealth whole, which may include refunding any funds disbursed to it pursuant to this Contract, in the event it is determined by the Commonwealth that the Contractor used the funds for an unallowable cost, unreasonably, or not in compliance with the scope of work and requirements set out in this Contract, including but not limited to the Contractor's application and any state or federal guidance, regulation, or statute referenced herein.
4. Develop and implement a risk-based monitoring plan to evaluate Contractor in accordance with the requirements of 28 C.F.R. § 94 and 2 C.F.R. § 200.332.
5. Evaluate Contractor's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the contract for purposes of determining the appropriate subrecipient monitoring schedule as described in 2 C.F.R. § 200.332 (d) and (e).
6. Conduct regular desk monitoring and on-site monitoring of Contractor in accordance with the risk-based monitoring schedule approved by the Office for Victims of Crime (OVC) or in response to an emergent issue.
7. Monitor the activities of the Contractor as necessary to ensure that the funds related to the Contract are used for authorized purposes, in compliance with statutes, regulations, and the terms and conditions of the Contract, and that Contract performance goals are achieved.
8. Maintain a copy of site visit results and other documents related to Contractor compliance.
9. Provide, upon request, technical assistance with Contract administration, reporting requirements, and navigation of IGX.
10. Complete all federal reporting required as the recipient of VOCA funds.
11. Reimburse the Contractor in accordance with the pricing section within this Contract.

The Contractor shall:

1. Carry out the project detailed in the Contractor's approved application in IGX, VOCA-2024-Lexingto-00047, using funds only for the purposes outlined therein and in this Contract and in accordance with all Contract Terms and Conditions, including all requirements and materials incorporated by reference therein.
2. Provide one or more crime victim services and/or support activities related to the Scope of Work, to include but not limited to the following, as defined by 28 C.F.R. § 94.119 and 94.120:
    a. Immediate emotional, psychological, and physical health and safety;
    b. Personal advocacy and emotional support;
    c. Mental health counseling and care;
    d. Peer support;
    e. Facilitation of participation in criminal justice and other public proceedings arising from the crime;
    f. Legal assistance;
    g. Forensic medical evidence collection examinations;
    h. Forensic interviews;
    i. Transportation;
    j. Public awareness;
    k. Transitional housing;
    l. Relocation;
    m. Coordination of activities;
    n. Supervision of direct service providers;
    o. Multi-system, interagency, multi-disciplinary response to crime victim needs;
    p. Contracts for professional services;
    q. Automated systems and technology;
    r. Volunteer trainings; or

s. Restorative justice.

3. Provide all required financial and programmatic documentation, as detailed in Grants Management Division Terms and Conditions below, to allow the Commonwealth to complete all required federal reporting.
4. Retain all required financial and programmatic documentation, as detailed in this Contract, the Contractor's application, and any state or federal guidance, regulation, or statute referenced herein and provide to the Commonwealth such documentation for any monitoring, audit, and all required federal reporting.
5. Agree that the Commonwealth shall have sole discretion to determine whether the Contractor's expenditures referenced in this Contract are reasonable and in keeping with the purposes set out in the Contract.
6. Make the Commonwealth whole, which may include refunding any funds disbursed to it pursuant to this Contract, in the event it is determined by the Commonwealth that funds were used for an unallowable cost, unreasonably, or not in compliance with the scope of work and requirements set out in this Contract, including but not limited to the Contractor's application and any state or federal guidance, regulation, or statute referenced herein.

Pricing:

1. The total Contract amount is $37,046. Payments shall be made through a reimbursement process only, on a quarterly basis, unless otherwise specified by the Commonwealth.
   a. The Commonwealth shall provide payment within thirty (30) days of receipt of a valid invoice approved by the Commonwealth.
   b. Reimbursement shall be based on the Contractor's percentage effort and salary/fringe expenses.
   c. Reimbursement of allowable travel expenses must comply with applicable state and federal law, including but not limited to the Kentucky Model Procurement Code and relevant regulations and Finance and Administration Cabinet Policies.
   d. The Contractor shall be reimbursed for no spending unless and except as specifically authorized by the specifications of this Contract or authorized in advance and in writing by the Commonwealth.
   e. Payments shall be made upon receipt of required reports and a determination by the Commonwealth that the Contractor's services are reasonable and in compliance with the purposes and requirements set out in this MOA. This clause shall not be interpreted to foreclose a later finding by the Commonwealth that such funds were used for an unallowable cost, unreasonably, or not in compliance with the purposes and requirements set out in this MOA.

VOCA Standard Terms and Conditions

1. The Contractor at any tier shall comply with applicable portions of the Victims of Crime Act (VOCA) of 1984, 34 U.S.C., Chapter 201 and the Victims of Crime Act Victim Assistance Program Rule. The terms and conditions of this Contract are material requirements of the Contract. Compliance with any certified assurance submitted by the Contractor that relates to conduct during the period of performance also is a material requirement of this Contract. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (http://ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award. By signing and accepting this Contract on behalf of the Contractor, the authorized Contractor official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized Contractor official, all assurances or certifications submitted by or on behalf of the Contractor that relate to conduct during the period of performance. Failure to comply with any one or more of these Contract requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the project period -- may result in the Grants Management Division ("GMD") and/or OJP taking

appropriate action with respect to the Contractor and the Contract. Among other things, the GMD or OJP may withhold award funds, disallow costs, or suspend or terminate the Contract. DOJ, including OJP, also may take other legal action as appropriate. Any materially false, fictitious, or fraudulent statement to the federal government or the GMD related to this Contract (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812). Should any provision of a requirement of this Contract be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give the maximum effect permitted by law. Should it be held, instead, that the provision is invalid or unenforceable; such provision shall be deemed severable from this Contract.

2. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this Contract. For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards, subawards, and Contracts ("subgrants"), see the OJP website: https://ojp.gov/funding/Part200UniformRequirements.htm. Record retention and access: The duration of time which the Contractor at any tier shall retain records pertinent to the Contract is 6 ½ years from the date the Contract is officially closed. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 6 ½ year period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular 6 ½ year period, whichever is later. During such time, the Contractor shall provide access, including performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.. In the event a Contract-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the Contractor is to contact GMD promptly for clarification.
3. The Contractor at any tier shall comply with the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at (https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance, and all financial and administrative guidance provided by GMD during the period of performance.
4. Any reference in these terms and conditions to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in the Contract terms and conditions, references set out in material incorporated by reference through the Contract terms and conditions, and references set out in other Contract requirements and documents.
5. A Contractor at any tier that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, should do so in writing, by explicitly stating this election on the Operating Expenses page and the Budget Narrative page of the VOCA Application in Intelligrants 10.0 (IGX). When electing to use the "de minimis" indirect cost rate, the Contractor agrees it is eligible for this rate. In addition, the Contractor shall comply with all associated requirements in Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.
6. If the Contractor at any tier currently has other active awards, subawards, or contracts of federal funds, or if the Contractor receives any other award, subaward, or contract of federal funds during the period of performance for this Contract, the Contractor promptly shall determine whether funds from any of those other federal awards, subawards, or contracts have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this Contract. If so, the Contractor shall promptly notify GMD in writing of the potential duplication, and, if so requested by GMD, shall seek a grant adjustment or change in project objectives to eliminate any inappropriate duplication of funding.
7. The Contractor at any tier shall comply with applicable requirements regarding identification or registration within the federal System for Award Management (SAM). Copy and paste the following URL to get to the SAM site: http://sam.gov/SAM/. The Contractor at any tier shall provide a SAM Unique Entity Identifier (UEI) to GMD. Contracts shall not be approved or funds reimbursed to programs that have not provided a SAM UEI to GMD. The Contractor at any tier shall also comply with applicable restrictions on subcontracts to subcontractors at any tier, including restrictions on

subcontracts to entities that do not acquire and provide (to the subcontractor at any tier) the unique entity identifier assigned by SAM.

8. The Contractor at any tier shall verify employment eligibility before hiring under this Contract. The Contractor shall:
   a. Ensure that, as part of the hiring process for any position that is or will be funded (in whole or in part) with VOCA funds, the Contractor properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).
   b. Notify all persons associated with the Contractor who are or will be involved in activities under this award of both—
      i. this award requirement for verification of employment eligibility, and
      ii. the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
      iii. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
      iv. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.
   c. Monitoring – The Justice and Public Safety Cabinet, Office of Financial Management Services, is responsible for monitoring Contractor compliance with this Contract condition and the Contractor shall allow access to any and all documentation, records, or material necessary to complete monitoring.
   d. Allowable costs - To the extent that such costs are not reimbursed under any other federal program, GMD may allow Contractor to use VOCA funds, if awarded, for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.
   e. Rules of construction
      i. Staff involved in the hiring process - For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all Contractor officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.
      ii. Employment eligibility confirmation with E-Verify - For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the Contractor may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the Contractor uses EVerify and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation" to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.
      iii. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
      iv. Nothing in this condition shall be understood to authorize or require any Contractor at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
      v. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any Contractor at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2). Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E- Verify at E-VerifyEmployerAgent@dhs.gov.

9. The Contractor at any tier shall have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if the Contractor creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 C.F.R. 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The Contractor's breach procedures shall include a requirement to report actual or imminent breach of PII to GMD no later than 12 hours of an occurrence of an actual breach, or the detection of an imminent breach.
10. The Contractor at any tier shall comply with all applicable requirements for authorization of any subaward of funds awarded under this Contract. This condition applies to agreements that -- for purposes or federal grants administrative requirements - OJP considers a "subaward" (and therefore does not consider a procurement "contract"). The details of the requirement for authorization of any contract are posted on the OJP web site at https://ojp.gov/funding/Explore/ContractAuthorization.htm (Award condition: All contracts ("subgrants") must have specific federal authorization), and are incorporated by reference here.
11. The Contractor at any tier shall comply with all applicable requirements to obtain specific advance approval from the GMD to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000.00). This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a procurement "contract" (and therefore does not consider a subaward). The details of the requirements for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm on the OJP web site. (Award Condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here. Notify GMD if there are any procurement contracts that are expected to exceed $250,000. Advance approval shall be obtained by GMD from OJP.
12. The Contractor at any tier shall comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the Contractor, or individuals defined (for purposes of this condition) as "employees" of the Contractor. The details of the Contractor obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm. (Award condition: Prohibited conduct by Contractor related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated in reference here.
13. Determination of suitability required, in advance, for certain individuals who may interact with participating minors. This condition applies to this Contract if it is indicated in the Contract that a purpose of some or all of the activities to be carried out under the Contract is to benefit a set of individuals under 18 years of age. The Contractor, as well as any subcontractors or consultants providing services to minors shall make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement, including the full and complete OJP condition of award and JPSC award condition enhancements, are posted on the JPSC website at https://justice.ky.gov/Departments-Agencies/GMD/Pages/suitability.aspx and are incorporated by reference here.
14. The Contractor at any tier shall comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval, and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as the term is defined by DOJ), including the provision of food and/or beverages at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this Contract appears in the DOJ Grants Financial Guide.
15. The Contractor shall collect and maintain data that measures the performance and effectiveness of work under the Contract. The data shall be provided to GMD in a manner (including within the timeframes) specified by GMD. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
16. The Contractor shall adhere to the OJP Training Guiding Principles for Grantees and Subgrantees when developing or delivering any training or training materials generated under this Contract.
17. The Contractor at any tier shall comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries

and prospective program beneficiaries. Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to Contractor organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Contractors that are faith-based or religious organizations. The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page+browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under E-CFR. No part of this requirement shall preclude the inclusion of faith-based organizations in the awarding process.

18. The Contractor at any tier shall comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relates to an equal employment opportunity program.
19. The Contractor at any tier shall comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."
20. The Contractor at any tier shall comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The Contractor shall also inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this Contract, the Contractor is to contact GMD for guidance.
21. In general, as a matter of federal law, this Contract may not be used, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law. Another federal law generally prohibits this federal Contract from being used by the Contractor at any tier to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, Contract "subgrant", subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations. Should any questions arise as to whether a particular use of federal funds by a Contractor would or might fall within the scope of these prohibitions; the Contractor is to contact GMD for guidance. The Contractor may not proceed without the express prior written approval of GMD.
22. The Contractor at any tier shall comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act associated with the federal award from which this subaward is made, which are incorporated by reference here. Should a question arise as to whether a particular use of federal funds would or might fall within the scope of an appropriations-law restriction, the recipient is to contact GMD for guidance, and may not proceed without the express prior written approval of GMD.
23. The Contractor at any tier must refer to GMD, and the Department of Justice (DOJ), Office of the Inspector General (OIG), within five (5) days of identifying any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has, in connection with funds under this contract - 1) submitted a claim that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this contract should be reported to GMD through the Justice Listens contact page accessible at https://justice.ky.gov/About/justicelistens/Pages/contactjl.aspx, and to OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ/OIG website at https://oig.justice.gov/hotline.

24. No Contractor at any tier under this Contract, or entity that receives a procurement contract or subcontract with any funds under this Contract, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended, and shall not be understood by DOJ or GMD, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmental information), or any other form issued by a federal department or agency governing nondisclosure of classified information.
    a. In accepting this award, the Contractor--
        i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
        ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it shall immediately stop any further obligations of federal Contract funds, shall provide prompt written notification to GMD and OVC, and shall resume (or permit resumption of) such obligations only if expressly authorized to do so by GMD and OVC.
    b. If the Contractor does or is authorized under this award to make contracts ("subgrants"), procurement contracts, or both--
        i. it represents that--
            1. it has determined that no other entity that the Contractor's application proposes may or will receive these federal contract funds (whether through a contract ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
            2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
        ii. it certifies that, if it learns or is notified that any contractor or subcontractor entity that receives funds under this Contract is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it shall immediately stop any further obligations of Contract funds to or by that entity, shall provide prompt written notification to GMD and OVC, and shall resume (or permit resumption of) such obligations only if expressly authorized to do so by GMD and OVC.
25. The Contractor shall encourage adoption and enforcement of on-the-job seat belt policies and programs for its employees and contractors when operating agency-owned, leased, or personally owned vehicles, pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Contractor at any tier is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by the Contract, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
26. The Contractor at any tier assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against the Contractor, the Contractor shall forward a copy of the findings to GMD within five (5) days of notification, as well as the Office for Civil Rights of OJP.
27. The Contractor at any tier authorizes the GMD, the Office for Victims of Crime (OVC), the Kentucky Auditor of Public Accounts (APA), and/or the Office of the Chief Financial Officer

(OCFO) and its representatives, access to and the right to examine all records, books, paper, or electronic documents related to the Contract.

28. The Contractor shall not use this Contract to supplant State and local funds that would otherwise be available for the activities under this Contract.
29. The Contractor at any tier understands that all Contracts funded from OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. Section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The Contractor shall assist GMD in carrying out its responsibilities under NEPA and related laws, if the Contractor plans to use Contract funds (directly or through subcontract) to undertake any activity that triggers these requirements, such as renovation or construction. See 28 C.F.R. Part 61, App. D. The Contractor at any tier also shall comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this Contract.
30. The Contractor shall not (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ. The details of the Contractor's obligations under this condition are posted on the OJP website at https://www.ojp.gov/funding/explore/legaloverview2020/mandatorytermsconditions#13 (Award Condition: Unreasonable restrictions on competition under the award; association with federal government), and are incorporated by reference here. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by the VOCA award by any Contractor at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition shall be among those included in any Contract (at any tier).

Grants Management Division Standard Terms and Conditions

1. The Contractor shall take reasonable steps to provide meaningful access to their programs and activities for persons with Limited English Proficiency (LEP), in accordance with DOJ, pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d.
2. The Contractor shall comply with all applicable federal, state, and local laws. Contractor shall also comply with all applicable Commonwealth of Kentucky, Justice and Public Safety Cabinet, Grants Management Division policies and procedures unless a specific exemption has been granted by the Grants Management Division to the Contractor.
3. Pursuant to 34 USC § 60105, the Death in Custody Act (DCRA), any Contractor state and local law enforcement or correctional agency shall identify all reportable in-custody deaths that occurred in their jurisdictions by notifying the Kentucky Justice and Public Safety Cabinet's Criminal Justice Statistical Analysis Center at jus.dicrareporting@ky.gov.
4. The Contractor shall receive and engage in any training and technical assistance activities required in writing by GMD.
5. The Contractor understands and agrees that GMD and/or the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by GMD or the DOJ awarding agency) the Contractor does not satisfactorily and within sixty (60) days address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards or Contracts made by GMD.
6. The Contractor and all its subcontractors shall ensure each award is accounted for separately to prevent comingling of funds, which is prohibited. Funds specifically budgeted and/or received for one project may not be used to support another. The Contractor is required to maintain an adequate accounting system that allows the Contractor to maintain documentation to support all receipts and expenditures of awarded funds. Furthermore, all financial statements and accounting transactions shall be prepared in accordance with Generally Accepted Accounting Principles.
7. Contractors that are state agencies shall utilize eMARS funding codes approved by GMD to ensure proper drawdown and reimbursement of funds. State agencies shall verify their eMARS funding codes with GMD staff prior to submission of their first Financial Report.
8. The maximum compensation rate for a consultant under this Contract shall be $81.25/hr or $650/day.

9. The Contractor may be required by the State Administering Agency to obtain a surety bond if the approved federal share is greater than $100,000 or if determined to be a high-risk agency. In general, a Contractor may be designated as high-risk if any of the following apply to the Contractor:
    a. Has a history of unsatisfactory performance;
    b. Is not financially stable;
    c. Has a management system that does not meet the standards set forth in 2 C.F.R. Part 200 (Subpart D-Post Federal Award Requirements (Standards for Financial and Program Management));
    d. Has not conformed to the terms and conditions of previous awards; or
    e. Is otherwise not responsible.
10. The Contractor shall comply with the procurement procedures and regulations set forth by the Commonwealth of Kentucky, Finance and Administration Cabinet, https://finance.ky.gov/services/eprocurement/Pages/LawsPrefRegsPolicies.aspx. Note: the Contractor shall follow the most restrictive policy, whether it is the U.S. Department of Justice (if applicable), Commonwealth of Kentucky, or the Contractor's.
11. The Contractor shall commence project activities within sixty (60) days of the approved project start date for the Contract, unless otherwise specified in the grant application. If the project is not operational within that time period, written notification shall be submitted to GMD including detailed steps taken to initiate the project, reason(s) for delay, and expected starting time. GMD may cancel the project and/or redistribute funds if the project is not implemented within a reasonable timeframe and/or justification is not provided. Any new positions requested in the grant shall be filled within sixty (60) days of the approved project start date for the Contract, unless otherwise discussed with GMD; failure to do so may result in a decrease in Contract funds.
12. The Contractor shall not make changes to the overall scope of the project without express written prior approval from GMD. However, minor changes to the project and budget adjustments may be requested using the GAM process. Approval of a GAM shall be obtained prior to any obligation of grant funds not approved in the most current version of the budget. GAMs shall be submitted no less than sixty (60) days prior to the end of the Contract period unless otherwise approved by the Cabinet, and retroactive revisions shall not be approved. GMD shall be notified in writing of all employee changes pertaining to this grant within thirty (30) days of occurrence. A GAM is required to reflect changes in the Contractor Executive Director, Financial Officer, or Project Director designations. Contractor should note that its Financial Officer cannot be the same person that functions as the Contractor Executive Director or Project Director.
13. The Contractor shall maintain time and activity records for all personnel (including volunteers if applicable) assigned to this award. Support shall reasonably reflect the total activity for which the employee is compensated by the organization and cover both federally funded and all other activities. Where grant recipients work on multiple grant programs or cost activities, documentation shall support a reasonable allocation or distribution of costs among specific activities or cost objectives. Timesheet records shall be signed by the individual and his/her immediate supervisor, and records retention requirements shall be followed. Timesheets shall include activity, dates of activity, assigned codes, number of hours worked, name, and signature. Electronic signature is allowable.
14. Unless otherwise approved, the Contractor shall purchase equipment funded with this award within the first four (4) months of the project. This allows acquisition time and provides eight (8) months in which to use the equipment.
15. The Contractor shall ensure that any materials resulting from grant-funded project activities, including any websites funded in whole or in part by this Contract, shall contain an acknowledgement of support through the use of the following or comparable footnote: "This project was supported by Subaward Number (insert current subaward number) awarded through the Commonwealth of Kentucky, Justice and Public Safety Cabinet by the U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Kentucky Justice and Public Safety Cabinet or the U.S. Department of Justice."
16. The Contractor shall submit financial and program reports at least quarterly, as required.
    a. The Contractor shall collect and maintain data that measures the performance and effectiveness of work under this award. The data shall be provided to OJP and GMD in the manner (including timeframes) specified by OJP in the program solicitation or other applicable written guidance.

b. The Contractor's Financial Director or designee shall approve financial reports. Failure to submit financial reports according to the time set forth may result in delays or withholding of funds. Financial reports may be submitted on a monthly or quarterly basis as determined by the Contractor with approval by GMD; however, once a method is selected, it cannot be changed during the grant period.
c. Contractors shall submit to GMD financial reports which include itemized expenses requested for reimbursement. Invoices and other documentation of award and any required match expenditures shall be submitted with each quarterly or monthly financial report, as required. Copies of Contracts associated with any expenditures within the Contractual services category of the approved budget shall be submitted to GMD within ten days of execution. For information on Contract assistance, including type of Contract needed and verbiage may be found at http://www.ojp.gov/funding/pdfs/procurement_procedures.pdf.
d. If it is determined the Contractor is non-compliant with the DOJ Grants Financial Guide, 2 C.F.R. § 200, or any applicable Commonwealth of Kentucky, Justice and Public Safety Cabinet, Office of Management and Administrative Services, Grants Management Division policies and procedures at any time throughout the duration of the award, a more stringent review of the Contractor may be undertaken to determine the extent of non-compliance. If at the conclusion of the review, GMD staff continue to have concerns, additional corrective action steps may be taken which may include but are not limited to, technical assistance, a corrective action plan, or a formal audit.
e. The Contractor shall collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim. Contractors shall submit performance reports to both GMD and BJA within the identified timeframe above. The OVC Performance Measurement Tool (PMT) reporting is in addition to the GMD *Intelligrants* 10.0 (IGX) progress reporting, but it is due at the same time as GMD programmatic reports each quarter. The schedule for filing quarterly reports is as follows:
    i. Quarter 1 runs from October 1st – December 31st with reporting due January 15th;
    ii. Quarter 2 runs from January 1st – March 31st with reporting due April 15th;
    iii Quarter 3 runs from April 1st – June 30th with reporting due July 15th;
    iv Quarter 4 runs from July 1st – September 30th with reporting due October 15th

17. In addition to VOCA Standard Terms and Conditions 8 above, the Contractor shall adhere to the Contractor's own written hiring policies, as well as any statutory or regulatory requirements, when hiring for grant-funded positions.
18. Contractor shall maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Contractor shall disclose in writing to GMD and DOJ any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. Failure to do so may result in withholding of reimbursement, termination of the award, or other appropriate action.
19. The Contractor shall comply with any additional requirements that may be imposed by GMD during the period of performance for this award, if the Contractor is designated as "high-risk" either as a result of the GMD risk assessment process, or for purposes of the DOJ high-risk grantee list.
20. The Contractor at any tier understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under the Contract, and civil or criminal penalties.
21. The Director of GMD, upon a finding that there (1) has been substantial failure by the Contractor to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, (2) has been failure by the Contractor to make satisfactory progress toward the goals, objectives, or strategies set forth in the application, or (3) have been project changes proposed or implemented by the Contractor to the extent that, if originally submitted, the application would not have been selected for funding, may terminate or suspend until the Director is satisfied that there is no longer such failure or changes, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis. The federal regulation providing uniform rules for termination of grants and cooperative agreements is 2 C.F.R. 200.340.
22. The Contractor shall provide services, at no charge, through the VOCA-funded project. Any deviation from this provision requires prior approval from GMD.

23. The Contractor shall assist victims in seeking available crime victims' compensation benefits.
24. The Contractor shall not discriminate against victims because they disagree with the way their criminal case is being prosecuted.

Grants Management Division Special Terms and Conditions for Technical Assistance Contracts

The Contractor shall:

1. Provide on-site and off-site financial and programmatic technical assistance to member programs to strengthen the provision of victim services, to enhance organizational capacity to manage federal funds, and to ensure compliance with VOCA grant requirements.
    a. Technical assistance shall include, but not be limited to, performance measurement and outcomes, training, program evaluation, quality assurance, and meaningful access to victim services for all victims of crime.
    b. Technical assistance shall be provided by various Contractor designees
2. Ensure that any Contractor designee providing financial technical assistance has successfully completed the U.S. Department of Justice's Online Grants Financial Management Training course, which at the time of this agreement is entitled "TRAINING II — DOJ Grants Financial Management Training for Grants Awarded On or After 12/26/2014."
3. Maintain technical assistance logs for Contractor designees which document work tasks and the aspect(s) of the project to which they correspond. Logs shall be signed by the Contractor designee as well as his/her immediate supervisor for the project.
4. Attend regularly scheduled and ad hoc meetings with the Grants Director.
5. Provide written technical assistance reports to the Grants Director on a quarterly basis and attend a quarterly meeting with GMD and other Technical Assistance Contractors.
6. Provide, within 30 days of the Contract end date, a written narrative report on projects and work completed pursuant to this MOA.

Justice and Public Safety Cabinet Terms and Conditions

1. Contractor shall comply at all times with all applicable federal, state, and local laws, regulations, executive orders, and attorney general opinions.
2. Contractor shall comply with all applicable Commonwealth of Kentucky Executive Department policies and procedures, and Commonwealth Office of Technology policies and procedures.
3. The Contractor shall report any and all acts and omissions constituting a violation of applicable federal, state, or local laws, policies and procedures, or this Contract, to the Commonwealth in writing within one business day of the discovery of the violation.
4. To the extent permitted by law, the Contractor shall indemnify and hold harmless the Commonwealth against any and all claims, losses, demands, obligations, and litigation, including attorneys' fees, that result from or by: (1) services rendered by the Contractor in connection with performance of this Contract; (2) any and all bad-faith, erroneous, negligent, reckless, and unlawful acts and omissions of the Contractor, its officers, or employees in the performance of this Contract; (3) the Contractor's creation of a hazardous condition or exacerbation of a pre-existing hazardous condition; (4) the Contractor's publication, translation, reproduction, delivery, performance, use, or disposition, of any data processed under the Contract in a manner not authorized by the Contract, or by federal or Commonwealth regulations or statutes; (5) the Contractor's employment practices during the term of this Contract; and (6) any failure of the Contractor, its officers, or employees to observe federal, state, and local laws, including but not limited to labor laws and minimum wage laws.
5. Both parties, including any subcontractors or agents of each, shall comply with all applicable state and federal confidentiality laws, including the Family Educational Rights and Privacy Act and the Health Insurance Portability and Accountability Act, and to protect the security, confidentiality, and integrity of education and health information. The Contractor acknowledges and agrees that the Commonwealth shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief to enforce the requirements of this provision of this Contract.
6. Vendors and other state agencies that receive Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq. ("the Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set for in the Act.

6.1. "Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one(1) or more of the following data elements:
  6.1.1. An account, credit card number, or debit card number that, in combination with any required security code, access code, or password, would permit access to an account;
  6.1.2. A Social Security number;
  6.1.3. A taxpayer identification number that incorporates a Social Security number;
  6.1.4. A driver's license number, state identification card number, or other individual identification number issued by an agency;
  6.1.5. A passport number or other identification number issued by the United States government; or
  6.1.6. Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec. 1232g.

6.2. As provided in KRS 61.931(5), a "non-affiliated third party" means "any person or entity that has a agreement or contract with the Commonwealth and receives (accesses, collects, or maintains) personal information from the Commonwealth pursuant to the contract or Contract."

6.3. The Contractor shall cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

6.4. The Contractor shall notify as soon as possible, but not to exceed seventy-two (72) hours, the Commonwealth, the Commissioner of the Kentucky State Police, the Auditor of Public Accounts, and the Commonwealth Office of Technology, of a determination of, or knowledge of, a breach, unless the exception set forth in KRS 61.932(2) applies and the Contractor abides by the requirements set for in that exception. Notification shall be in writing on a form developed by the Commonwealth Office of Technology

6.5. The Contractor shall undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.

6.6. Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, the Contractor shall pay the costs of the notification, investigation, and mitigation of the security breach.

6.7. In accordance with KRS 61.932(2)(a), the Contractor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology.

7. The Contractor shall not distribute, divulge, publish, or release any data or information obtained from or owned by the Commonwealth without the prior written approval of the Commonwealth unless compelled to do so by law or by a judicially signed order from a court of competent jurisdiction. The Contractor acknowledges that it receives the Commonwealth's data or information solely for the purposes of this Contract, and that its receipt of the Commonwealth's data or information in no way creates any ownership interest in the Commonwealth's data or information, unless explicitly provided otherwise within the terms and conditions of this Contract.

8. The Contractor shall ensure that any and all access to Commonwealth data by Contractor personnel is limited to only those Contractor personnel with a necessary and essential purpose to fulfill the terms and conditions within this Contract.

9. The Contractor shall not utilize Commonwealth data for the Contractor's benefit except as contemplated within and pursuant to the terms and conditions of this Contract. The Contractor shall not sell or resell any and all Commonwealth data.

10. The Contractor shall ensure that any and all data transmitted and received on behalf of and as directed by the Commonwealth is transmitted and received only via secure methods and protocols.

11 Upon the expiration of the term of this Contract, unless it is renewed prior to its expiration, the Contractor shall either: (1) return any and all data provided by the Commonwealth, destroy any and all copies of the data in whatever form they occur, complete the attached Data Destruction Certification, and submit the certificate to the Commonwealth no less than 7 calendar days after expiration of this Contract; (2) destroy the data, including any and all copies of the data in whatever form they occur, without returning the data to the Commonwealth, complete the attached Data Destruction Certification, and submit the certificate to the Commonwealth no less than 7 calendar days after expiration of this Contract; or (3) retain the data subject to the terms of this Contract regarding data ownership, privacy, and breach. The Commonwealth retains discretion to choose

the option Contractor shall perform. In the event that the Commonwealth has not communicated to the Contractor which option should be followed, the Contractor shall perform the actions listed in option (1).

12. The parties agree that they receive all information communicated between them before the execution of this Contract in strict confidence and that the receiving party, its agents, or employees shall not, without prior written consent of the other party, disclose any such information, subject to Commonwealth of Kentucky and federal disclosure laws.
13. The Contractor shall not represent that a working copy, draft, or the finalized version of this Contract is identical to a previous iteration of this Contract if the Contractor has made edits since the last iteration. The Contractor shall clearly present all edits, either through editing functions in word processing software, or as a list provided contemporaneously with the most recently edited iteration.
14. During the term of this Contract, Contractor shall be authorized in its sole discretion to discipline, terminate, or take any other personnel action against Contractor personnel. Upon communication by Commonwealth of an issue with Contractor personnel, Contractor shall have the sole authority to take action to effect a solution.
15. In no event shall any person or entity be deemed to be a third-party beneficiary of this Contract.
16. The Contractor acknowledges that the Commonwealth may execute Contracts with other vendors for additional or related goods and services that address, interact with, or otherwise regard this Contract. The Contractor shall fully cooperate with such other vendors and vendor personnel, agents, and designees. The Contractor shall not commit any act; allow any omission; or permit its personnel, agents, or designees to commit any act or allow any omission that will interfere with the performance of work by any other vendor or any other vendor's personnel, agents, or designees.
17. Each party shall provide a contact to resolve any and all issues related to this Contract and promptly update the contact information as necessary.
18. All notices under this Contract shall be given in writing. Electronic mail constitutes a writing.
19. No change, waiver, or discharge of any liability or obligation under this Contract on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
20. No party shall assign its respective rights or obligations under this Contract without prior written consent of the other party. Any purported assignment or delegation in violation of this Contract is void.
21. The Contractor agrees that any and all violations of this Contract may result in the immediate termination of this Contract. Unless federal law applies, this Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.
22. The parties agree that any claim, action, or lawsuit arising under this Contract must be brought in Franklin County in Frankfort, Kentucky, unless federal law applies, in which case any claim, action, or lawsuit arising under this Contract must be brought in the United States District Court in Lexington, Kentucky.
23. This Contract is the final and exclusive agreement between the parties. All prior negotiations and agreements are superseded by this Contract.
24. Nothing in this Contract shall be deemed to waive, or otherwise limit, the rights, privileges, immunities, including sovereign immunity granted under Kentucky Constitution §§ 230 & 231 and the United States Constitution Eleventh Amendment, and matters of defense now available or hereafter made available to the Commonwealth and/or its officers and employees.
25. If any provision of this Contract is deemed to invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and the Contract as a whole shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality, or unenforceability.

Memorandum of Agreement Standard Terms and Conditions
Revised August 2024

1.00 Effective Date
All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of $50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head if the agency has been granted delegation authority by the Secretary.

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

2.00 EEO Requirements
The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding $500,000. The contractor shall comply with all terms and conditions of the Act.

3.00 Cancellation Clause
Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

4.00 Funding Out Provision
The state agency may terminate this agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the agreement. The state agency shall provide the Contractor thirty (30) calendar day's written notice of termination of the agreement due to lack of available funding.

5.00 Reduction in Contract Worker Hours
The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

6.00 Access to Records
The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for

the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

7.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract. The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

8.00 Discrimination

This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, state that all qualified applicants will receive consideration for employment

without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative 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. 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.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the 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.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be cancelled, 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 No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 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 No. 11246 of September 24, 1965, as amended, 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 agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.



1st Party:

Signature _____ Title _____

Printed Name _____ Date _____

2nd Party:

Linda Gorton
Signature

Mayor
Title

Linda Gorton
Printed Name

9/17/24
Date

Other Party:

Signature _____ Title _____

Printed Name _____ Date _____

Approved as to form and legality:

Attorney Signature _____ Date _____

Printed Name _____

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0421-24

File ID:	0421-24	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**	250-2024	**In Control:**	Urban County Council
				File Created:	04/15/2024
File Name:	Request Council authorization to submit an application and accept award, if offered, to the Kentucky Justice and Public Safety Cabinet requesting federal funds of $100,000 under the Victim Assistance Formula Grant funded by the Victims of Crime Act. The a			**Final Action:**	05/09/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the Ky. Justice and Public Safety Cabinet, and to provide any additional information requested in connection with this Grant Application, and to accept this Grant if the application is approved, which Grant funds are in the amount of $100,000 in Federal funds under the Victim Assistance Formula Grant funded by the Victims of Crime Act (VOCA), for the implementation of the Underserved Minority Victims Advocacy Program in the Dept. of Social Services, the acceptance of which obligates the Urban County Government to an expenditure of $57,644 as a local match, and authorizing the Mayor to transfer encumbered funds within the Grant Budget. [Dept. of Social Services, Allen-Bryant]

Notes: Signed and CILOO filed in the CCO. Returned to Celia Moore 9/20/2024. MS

Sponsors:		**Enactment Date:**	05/09/2024
Attachments:	24 - Blue Sheet Memo VOCA_SS, RESO 0421-24 (VOCA Grant) 4864-8008-5688 v.2.docx, R-225-2024, Contract #250-2024	**Enactment Number:**	R-225-2024
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	04/23/2024	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 0421-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the Ky. Justice and Public Safety Cabinet, and to provide any additional information requested in connection with this Grant Application, and to accept this Grant if the application is approved, which Grant funds are in the amount of $100,000 in Federal funds under the Victim Assistance Formula Grant funded by the Victims of Crime Act (VOCA), for the implementation of the Underserved Minority Victims Advocacy Program in the Dept. of Social Services, the acceptance of which obligates the Urban County Government to an expenditure of $57,644 as a local match, and authorizing the Mayor to transfer encumbered funds within the Grant Budget. [Dept. of Social Services, Allen-Bryant]

Summary

Authorization to submit an application and accept award, if offered, to the Kentucky Justice and Public Safety Cabinet requesting Federal funds of $100,000 under the Victim Assistance Formula Grant funded by the Victims of Crime Act for the implementation of the Underserved Minority Victims Advocacy Program in the Department of Social Services. The acceptance obligates the government to provide a match of $57,644. Funds are included in the FY 2025 Mayor's Proposed Budget. (L0421-24) (Theakston/Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: A Budget amendment will be completed if awarded.

Account Number:

This Fiscal Year Impact: $157,644

Annual Impact: $0

Project: VOCA_SS_2025

Activity: FED_GRANT

Budget Reference: 2025

Current Balance: Budget Amendment to follow

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **APRIL 12, 2024**

SUBJECT: **Victims of Crime Act Grant for the Department of Social Services**

Request: Council authorization to submit an application and accept award, if offered, to the Kentucky Justice and Public Safety Cabinet requesting federal funds of $100,000 under the Victim Assistance Formula Grant funded by the Victims of Crime Act. The acceptance obligates the government to provide match of $57,644.

Purpose of Request: The Department of Social Services has prepared a grant application for submission to the Kentucky Justice and Public Safety Cabinet requesting federal funding of $100,000 for the implementation of the Underserved Minority Victims Advocacy Program in the Department of Social Services. Funds will be used to support salary and fringe benefits for one position and to support the costs of operating the program.

What is the cost in this budget year and future budget years? Estimated Cost in FY 2025 is $157,644. Federal share is $100,000 and $57,644 is required and has been included in the FY25 General Fund Budget. Funding in future budget years is dependent upon availability of grant funding.

Are the funds budgeted? A budget amendment will be completed if awarded.

File Number: 0421-24

Director/Commissioner: Theakston/Allen-Bryant

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE KENTUCKY JUSTICE AND PUBLIC SAFETY CABINET, AND TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF THE APPLICATION IS APPROVED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $100,000.00 IN FEDERAL FUNDS UNDER THE VICTIM ASSISTANCE FORMULA GRANT FUNDED BY THE VICTIMS OF CRIME ACT (VOCA), FOR THE IMPLEMENTATION OF THE UNDERSERVED MINORITY VICTIMS ADVOCACY PROGRAM IN THE DEPARTMENT OF SOCIAL SERVICES, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO AN EXPENDITURE OF $57,644.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER ENCUMBERED 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 execute and submit the Grant Application, which is attached hereto and incorporated herein by reference, to the Kentucky Justice and Public Safety Cabinet, and to provide any additional information requested in connection with this Grant Application, which Grant funds are in the amount of $100,000.00 Federal funds under the Victim Assistance Formula Grant funded by the Victims of Crime Act (VOCA), for the implementation of the Underserved Minority Victims Advocacy Program in the Department of Social Services, the acceptance of which obligates the Urban County Government to the expenditure of $57,644.00 as a local match.

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 previously 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
0421:ANB:4864-8008-5688, v. 2

RESOLUTION NO. 225 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE KENTUCKY JUSTICE AND PUBLIC SAFETY CABINET, AND TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF THE APPLICATION IS APPROVED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $100,000.00 IN FEDERAL FUNDS UNDER THE VICTIM ASSISTANCE FORMULA GRANT FUNDED BY THE VICTIMS OF CRIME ACT (VOCA), FOR THE IMPLEMENTATION OF THE UNDERSERVED MINORITY VICTIMS ADVOCACY PROGRAM IN THE DEPARTMENT OF SOCIAL SERVICES, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO AN EXPENDITURE OF $57,644.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER ENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute and submit the Grant Application, which is attached hereto and incorporated herein by reference, to the Kentucky Justice and Public Safety Cabinet, and to provide any additional information requested in connection with this Grant Application, which Grant funds are in the amount of $100,000.00 Federal funds under the Victim Assistance Formula Grant funded by the Victims of Crime Act (VOCA), for the implementation of the Underserved Minority Victims Advocacy Program in the Department of Social Services, the acceptance of which obligates the Urban County Government to the expenditure of $57,644.00 as a local match.

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 previously 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

Linda Gorton

MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0421:ANB:4864-8008-5688, v. 2

Copy in lieu of original

Resolution #225-20[illegible]
Contract #250-2024

751

Commonwealth of Kentucky
CONTRACT

Document Number: PON2 500 2500000513 **Version:** 1

Record Date:

Document Description: VOCA - Lexington Fayette Urban County - 00104

Cited Authority: FAP111-44-00
Memorandum of Agreement

Reason for Modification:

Issuer Contact:

Name: Felicia Biggerstaff

Phone: 502-564-8239

E-mail: Felicia.Biggerstaff@ky.gov

Vendor Name:

LEXINGTON FAYETTE URBAN CO GOVERNMENT

200 EAST MAIN STREET

LEXINGTON KY 40507

Vendor No. KY0033801

Vendor Contact

Name: Chad Hancock

Phone: 8592583313

E-mail: chancock@lexingtonky.gov

Effective From: 2024-10-01 **Effective To:** 2025-09-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		VOCA - Lexington Fayette Urban County - 00104	$0.000000	$35,529.00	$35,529.00

Extended Description:

Provide one or more crime victim services and/or support activities as defined by 28 C.F.R. § 94.119 and 94.120.

Shipping Information:	Billing Information:
Justice Administration	Justice Administration
125 Holmes St	125 Holmes St
State Office Building Annex, 1st Floor	State Office Building Annex, 2nd Floor
Frankfort KY 40601	Frankfort KY 40601

TOTAL CONTRACT AMOUNT	$35,529.00

Memorandum of Agreement Terms and Conditions
Revised August 2024

This Memorandum of Agreement ("Contract") is entered into, by and between the Commonwealth of Kentucky, Justice and Public Safety Cabinet, Grants Management Division ("the Commonwealth") and LEXINGTON FAYETTE URBAN CO GOVERNMENT ("the Contractor") to establish an agreement for the provision of grant funds to provide direct assistance to victims of crime. This MOA is effective from October 1, 2024, through September 30, 2025.

Definitions:
For the purposes of this Contract, the definitions listed in this section shall represent the common and exclusive understanding of the parties hereto. The singular and plural form, as well as the small or upper case, of any defined term can be used interchangeably regardless of whether the definition refers to the singular or plural term, or uses the small or upper case, and pronouns shall be deemed to include all genders.

1. "Contract" shall mean this subaward provided by the Commonwealth of Kentucky, Justice and Public Safety Cabinet to a subrecipient for the subrecipient to carry out part of a Federal award received by the Justice and Public Safety Cabinet, which is acting as a pass-through entity. Per the United States Department of Justice (DOJ) Grants Financial Guide, a subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
2. "Contractor" shall mean the designated agency that has received this Contract subject to oversight by the Commonwealth of Kentucky, Justice and Public Safety Cabinet.
    a. Contractor shall include but not be limited to any employee, subcontractor, vendor, designee, recipient of any subaward from Contractor or any other individual or entity acting on behalf of the Contractor providing services pursuant to this Contract.
3. "Grants Director" shall mean the Director of the Grants Management Division, Justice and Public Safety Cabinet, or a written designee.
4. "Grants Management Division" and "GMD" shall mean the Grants Management Division, Justice and Public Safety Cabinet.
5. "Intelligrants", "IG" and "IGX" shall mean the Grants Management Division enterprise information technology system of record for grants management.
6. "State Administering Agency" shall mean the Commonwealth of Kentucky, Justice and Public Safety Cabinet, the recipient of federal funding from DOJ.
7. "Technical Assistance" shall mean the sharing of information and expertise, instruction, skills training, and transmission of working knowledge, including, but not limited to:
    a. Program technical assistance related to the methods of carrying out the program.
    b. Financial technical assistance related to the methods used to manage the federal funds received by the sub-recipient.
8. "VOCA" shall mean the Victims of Crime Act and its corresponding implementing regulations.

Background Information:

These terms and conditions are for Contracts funded under Victims of Crime Act (VOCA) federal awards received by the Commonwealth of Kentucky from the United States Department of Justice (USDOJ) Office for Victims of Crime (OVC). VOCA Awards are intended to provide funds to enhance crime victim services in Kentucky. The Commonwealth of Kentucky, Justice and Public Safety Cabinet awarding official for this Contract is the Justice and Public Safety Cabinet Secretary, who can be contacted at 125 Holmes St, Frankfort KY 40601.

Scope of Work:

The primary objective of the project is to provide direct assistance to victims of crime. That assistance is achieved through a variety of methods, including local government and private nonprofit organizations enhancing or expanding their direct services to victims of crime, encouraging states to improve assistance to crime victims and promoting the development of comprehensive services to all victims of crime.

The Commonwealth shall:

1. Provide Intelligrants 10.0 (IGX) site administration and user accounts with appropriate access for the Contractor.
2. Have sole discretion to determine whether the Contractor's expenditures referenced in this Contract are reasonable and in keeping with the purposes set out in the Contract.
3. Have sole discretion to determine the manner in which the Contractor makes the Commonwealth whole, which may include refunding any funds disbursed to it pursuant to this Contract, in the event it is determined by the Commonwealth that the Contractor used the funds for an unallowable cost, unreasonably, or not in compliance with the scope of work and requirements set out in this Contract, including but not limited to the Contractor's application and any state or federal guidance, regulation, or statute referenced herein.
4. Develop and implement a risk-based monitoring plan to evaluate Contractor in accordance with the requirements of 28 C.F.R. § 94 and 2 C.F.R. § 200.332.
5. Evaluate Contractor's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the contract for purposes of determining the appropriate subrecipient monitoring schedule as described in 2 C.F.R. § 200.332 (d) and (e).
6. Conduct regular desk monitoring and on-site monitoring of Contractor in accordance with the risk-based monitoring schedule approved by the Office for Victims of Crime (OVC) or in response to an emergent issue.
7. Monitor the activities of the Contractor as necessary to ensure that the funds related to the Contract are used for authorized purposes, in compliance with statutes, regulations, and the terms and conditions of the Contract, and that Contract performance goals are achieved.
8. Maintain a copy of site visit results and other documents related to Contractor compliance.
9. Provide, upon request, technical assistance with Contract administration, reporting requirements, and navigation of IGX.
10. Complete all federal reporting required as the recipient of VOCA funds.
11. Reimburse the Contractor in accordance with the pricing section within this Contract.

The Contractor shall:

1. Carry out the project detailed in the Contractor's approved application in IGX, VOCA-2024-Lexingto-00104, using funds only for the purposes outlined therein and in this Contract and in accordance with all Contract Terms and Conditions, including all requirements and materials incorporated by reference therein.
2. Provide one or more crime victim services and/or support activities related to the Scope of Work, to include but not limited to the following, as defined by 28 C.F.R. § 94.119 and 94.120:
    a. Immediate emotional, psychological, and physical health and safety;
    b. Personal advocacy and emotional support;
    c. Mental health counseling and care;
    d. Peer support;
    e. Facilitation of participation in criminal justice and other public proceedings arising from the crime;
    f. Legal assistance;
    g. Forensic medical evidence collection examinations;
    h. Forensic interviews;
    i. Transportation;
    j. Public awareness;
    k. Transitional housing;
    l. Relocation;
    m. Coordination of activities;
    n. Supervision of direct service providers;
    o. Multi-system, interagency, multi-disciplinary response to crime victim needs;
    p. Contracts for professional services;
    q. Automated systems and technology;
    r. Volunteer trainings; or

s. Restorative justice.

3. Provide all required financial and programmatic documentation, as detailed in Grants Management Division Terms and Conditions below, to allow the Commonwealth to complete all required federal reporting.
4. Retain all required financial and programmatic documentation, as detailed in this Contract, the Contractor's application, and any state or federal guidance, regulation, or statute referenced herein and provide to the Commonwealth such documentation for any monitoring, audit, and all required federal reporting.
5. Agree that the Commonwealth shall have sole discretion to determine whether the Contractor's expenditures referenced in this Contract are reasonable and in keeping with the purposes set out in the Contract.
6. Make the Commonwealth whole, which may include refunding any funds disbursed to it pursuant to this Contract, in the event it is determined by the Commonwealth that funds were used for an unallowable cost, unreasonably, or not in compliance with the scope of work and requirements set out in this Contract, including but not limited to the Contractor's application and any state or federal guidance, regulation, or statute referenced herein.

Pricing:

1. The total Contract amount is $35,529. Payments shall be made through a reimbursement process only, on a quarterly basis, unless otherwise specified by the Commonwealth.
    a. The Commonwealth shall provide payment within thirty (30) days of receipt of a valid invoice approved by the Commonwealth.
    b. Reimbursement shall be based on the Contractor's percentage effort and salary/fringe expenses.
    c. Reimbursement of allowable travel expenses must comply with applicable state and federal law, including but not limited to the Kentucky Model Procurement Code and relevant regulations and Finance and Administration Cabinet Policies.
    d. The Contractor shall be reimbursed for no spending unless and except as specifically authorized by the specifications of this Contract or authorized in advance and in writing by the Commonwealth.
    e. Payments shall be made upon receipt of required reports and a determination by the Commonwealth that the Contractor's services are reasonable and in compliance with the purposes and requirements set out in this MOA. This clause shall not be interpreted to foreclose a later finding by the Commonwealth that such funds were used for an unallowable cost, unreasonably, or not in compliance with the purposes and requirements set out in this MOA.

VOCA Standard Terms and Conditions

1. The Contractor at any tier shall comply with applicable portions of the Victims of Crime Act (VOCA) of 1984, 34 U.S.C., Chapter 201 and the Victims of Crime Act Victim Assistance Program Rule. The terms and conditions of this Contract are material requirements of the Contract. Compliance with any certified assurance submitted by the Contractor that relates to conduct during the period of performance also is a material requirement of this Contract. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (http://ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award. By signing and accepting this Contract on behalf of the Contractor, the authorized Contractor official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized Contractor official, all assurances or certifications submitted by or on behalf of the Contractor that relate to conduct during the period of performance. Failure to comply with any one or more of these Contract requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the project period -- may result in the Grants

Management Division ("GMD") and/or OJP taking appropriate action with respect to the Contractor and the Contract. Among other things, the GMD or OJP may withhold award funds, disallow costs, or suspend or terminate the Contract. DOJ, including OJP, also may take other legal action as appropriate. Any materially false, fictitious, or fraudulent statement to the federal government or the GMD related to this Contract (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812). Should any provision of a requirement of this Contract be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give the maximum effect permitted by law. Should it be held, instead, that the provision is invalid or unenforceable; such provision shall be deemed severable from this Contract.

2. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this Contract. For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards, subawards, and Contracts ("subgrants"), see the OJP website: https://ojp.gov/funding/Part200UniformRequirements.htm. Record retention and access: The duration of time which the Contractor at any tier shall retain records pertinent to the Contract is 6 ½ years from the date the Contract is officially closed. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 6 ½ year period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular 6 ½ year period, whichever is later. During such time, the Contractor shall provide access, including performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.. In the event a Contract-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the Contractor is to contact GMD promptly for clarification.
3. The Contractor at any tier shall comply with the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at (https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance, and all financial and administrative guidance provided by GMD during the period of performance.
4. Any reference in these terms and conditions to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in the Contract terms and conditions, references set out in material incorporated by reference through the Contract terms and conditions, and references set out in other Contract requirements and documents.
5. A Contractor at any tier that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, should do so in writing, by explicitly stating this election on the Operating Expenses page and the Budget Narrative page of the VOCA Application in Intelligrants 10.0 (IGX). When electing to use the "de minimis" indirect cost rate, the Contractor agrees it is eligible for this rate. In addition, the Contractor shall comply with all associated requirements in Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.
6. If the Contractor at any tier currently has other active awards, subawards, or contracts of federal funds, or if the Contractor receives any other award, subaward, or contract of federal funds during the period of performance for this Contract, the Contractor promptly shall determine whether funds from any of those other federal awards, subawards, or contracts have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this Contract. If so, the Contractor shall promptly notify GMD in writing of the potential duplication, and, if so requested by GMD, shall seek a grant adjustment or change in project objectives to eliminate any inappropriate duplication of funding.
7. The Contractor at any tier shall comply with applicable requirements regarding identification or registration within the federal System for Award Management (SAM). Copy and paste the following URL to get to the SAM site: http://sam.gov/SAM/. The Contractor at any tier shall provide a SAM Unique Entity Identifier (UEI) to GMD. Contracts shall not be approved or funds reimbursed to

programs that have not provided a SAM UEI to GMD. The Contractor at any tier shall also comply with applicable restrictions on subcontracts to subcontractors at any tier, including restrictions on subcontracts to entities that do not acquire and provide (to the subcontractor at any tier) the unique entity identifier assigned by SAM.

8. The Contractor at any tier shall verify employment eligibility before hiring under this Contract. The Contractor shall:
    a. Ensure that, as part of the hiring process for any position that is or will be funded (in whole or in part) with VOCA funds, the Contractor properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).
    b. Notify all persons associated with the Contractor who are or will be involved in activities under this award of both—
        i. this award requirement for verification of employment eligibility, and
        ii. the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
        iii. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
        iv. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.
    c. Monitoring – The Justice and Public Safety Cabinet, Office of Financial Management Services, is responsible for monitoring Contractor compliance with this Contract condition and the Contractor shall allow access to any and all documentation, records, or material necessary to complete monitoring.
    d. Allowable costs - To the extent that such costs are not reimbursed under any other federal program, GMD may allow Contractor to use VOCA funds, if awarded, for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.
    e. Rules of construction
        i. Staff involved in the hiring process - For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all Contractor officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.
        ii. Employment eligibility confirmation with E-Verify - For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the Contractor may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the Contractor uses EVerify and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation" to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.
        iii. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
        iv. Nothing in this condition shall be understood to authorize or require any Contractor at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
        v. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any Contractor at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2). Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify

at E-Verify@dhs.gov. E-Verify employer agents can email E- Verify at E-VerifyEmployerAgent@dhs.gov.

9. The Contractor at any tier shall have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if the Contractor creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 C.F.R. 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The Contractor's breach procedures shall include a requirement to report actual or imminent breach of PII to GMD no later than 12 hours of an occurrence of an actual breach, or the detection of an imminent breach.
10. The Contractor at any tier shall comply with all applicable requirements for authorization of any subaward of funds awarded under this Contract. This condition applies to agreements that -- for purposes or federal grants administrative requirements - OJP considers a "subaward" (and therefore does not consider a procurement "contract"). The details of the requirement for authorization of any contract are posted on the OJP web site at https://ojp.gov/funding/Explore/ContractAuthorization.htm (Award condition: All contracts ("subgrants") must have specific federal authorization), and are incorporated by reference here.
11. The Contractor at any tier shall comply with all applicable requirements to obtain specific advance approval from the GMD to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000.00). This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a procurement "contract" (and therefore does not consider a subaward). The details of the requirements for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm on the OJP web site. (Award Condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here. Notify GMD if there are any procurement contracts that are expected to exceed $250,000. Advance approval shall be obtained by GMD from OJP.
12. The Contractor at any tier shall comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the Contractor, or individuals defined (for purposes of this condition) as "employees" of the Contractor. The details of the Contractor obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm. (Award condition: Prohibited conduct by Contractor related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated in reference here.
13. Determination of suitability required, in advance, for certain individuals who may interact with participating minors. This condition applies to this Contract if it is indicated in the Contract that a purpose of some or all of the activities to be carried out under the Contract is to benefit a set of individuals under 18 years of age. The Contractor, as well as any subcontractors or consultants providing services to minors shall make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement, including the full and complete OJP condition of award and JPSC award condition enhancements, are posted on the JPSC website at https://justice.ky.gov/Departments-Agencies/GMD/Pages/suitability.aspx and are incorporated by reference here.
14. The Contractor at any tier shall comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval, and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as the term is defined by DOJ), including the provision of food and/or beverages at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this Contract appears in the DOJ Grants Financial Guide.
15. The Contractor shall collect and maintain data that measures the performance and effectiveness of work under the Contract. The data shall be provided to GMD in a manner (including within the timeframes) specified by GMD. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

16. The Contractor shall adhere to the OJP Training Guiding Principles for Grantees and Subgrantees when developing or delivering any training or training materials generated under this Contract.
17. The Contractor at any tier shall comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to Contractor organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Contractors that are faith-based or religious organizations. The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page+browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under E-CFR. No part of this requirement shall preclude the inclusion of faith-based organizations in the awarding process.
18. The Contractor at any tier shall comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relates to an equal employment opportunity program.
19. The Contractor at any tier shall comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."
20. The Contractor at any tier shall comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The Contractor shall also inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this Contract, the Contractor is to contact GMD for guidance.
21. In general, as a matter of federal law, this Contract may not be used, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law. Another federal law generally prohibits this federal Contract from being used by the Contractor at any tier to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, Contract "subgrant", subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations. Should any questions arise as to whether a particular use of federal funds by a Contractor would or might fall within the scope of these prohibitions; the Contractor is to contact GMD for guidance. The Contractor may not proceed without the express prior written approval of GMD.
22. The Contractor at any tier shall comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act associated with the federal award from which this subaward is made, which are incorporated by reference here. Should a question arise as to whether a particular use of federal funds would or might fall within the scope of an appropriations-law restriction, the recipient is to contact GMD for guidance, and may not proceed without the express prior written approval of GMD.
23. The Contractor at any tier must refer to GMD, and the Department of Justice (DOJ), Office of the Inspector General (OIG), within five (5) days of identifying any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has, in connection with funds under this contract - 1) submitted a claim that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this contract should be reported to GMD through the Justice Listens contact page accessible at https://justice.ky.gov/About/justicelistens/Pages/contactjl.aspx, and to OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations

Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/ or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ/OIG website at https:// oig.justice.gov/hotline.

24. No Contractor at any tier under this Contract, or entity that receives a procurement contract or subcontract with any funds under this Contract, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended, and shall not be understood by DOJ or GMD, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmental information), or any other form issued by a federal department or agency governing nondisclosure of classified information.
    a. In accepting this award, the Contractor--
        i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
        ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it shall immediately stop any further obligations of federal Contract funds, shall provide prompt written notification to GMD and OVC, and shall resume (or permit resumption of) such obligations only if expressly authorized to do so by GMD and OVC.
    b. If the Contractor does or is authorized under this award to make contracts ("subgrants"), procurement contracts, or both--
        i. it represents that--
            1. it has determined that no other entity that the Contractor's application proposes may or will receive these federal contract funds (whether through a contract ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
            2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
        ii. it certifies that, if it learns or is notified that any contractor or subcontractor entity that receives funds under this Contract is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it shall immediately stop any further obligations of Contract funds to or by that entity, shall provide prompt written notification to GMD and OVC, and shall resume (or permit resumption of) such obligations only if expressly authorized to do so by GMD and OVC.
25. The Contractor shall encourage adoption and enforcement of on-the-job seat belt policies and programs for its employees and contractors when operating agency-owned, leased, or personally owned vehicles, pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Contractor at any tier is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by the Contract, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
26. The Contractor at any tier assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against the Contractor, the Contractor shall forward

a copy of the findings to GMD within five (5) days of notification, as well as the Office for Civil Rights of OJP.

27. The Contractor at any tier authorizes the GMD, the Office for Victims of Crime (OVC), the Kentucky Auditor of Public Accounts (APA), and/or the Office of the Chief Financial Officer (OCFO) and its representatives, access to and the right to examine all records, books, paper, or electronic documents related to the Contract.
28. The Contractor shall not use this Contract to supplant State and local funds that would otherwise be available for the activities under this Contract.
29. The Contractor at any tier understands that all Contracts funded from OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. Section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The Contractor shall assist GMD in carrying out its responsibilities under NEPA and related laws, if the Contractor plans to use Contract funds (directly or through subcontract) to undertake any activity that triggers these requirements, such as renovation or construction. See 28 C.F.R. Part 61, App. D. The Contractor at any tier also shall comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this Contract.
30. The Contractor shall not (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ. The details of the Contractor's obligations under this condition are posted on the OJP website at https://www.ojp.gov/funding/explore/legaloverview2020/mandatorytermsconditions#13 (Award Condition: Unreasonable restrictions on competition under the award; association with federal government), and are incorporated by reference here. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by the VOCA award by any Contractor at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition shall be among those included in any Contract (at any tier).

Grants Management Division Standard Terms and Conditions

1. The Contractor shall take reasonable steps to provide meaningful access to their programs and activities for persons with Limited English Proficiency (LEP), in accordance with DOJ, pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d.
2. The Contractor shall comply with all applicable federal, state, and local laws. Contractor shall also comply with all applicable Commonwealth of Kentucky, Justice and Public Safety Cabinet, Grants Management Division policies and procedures unless a specific exemption has been granted by the Grants Management Division to the Contractor.
3. Pursuant to 34 USC § 60105, the Death in Custody Act (DCRA), any Contractor state and local law enforcement or correctional agency shall identify all reportable in-custody deaths that occurred in their jurisdictions by notifying the Kentucky Justice and Public Safety Cabinet's Criminal Justice Statistical Analysis Center at jus.dicrareporting@ky.gov.
4. The Contractor shall receive and engage in any training and technical assistance activities required in writing by GMD.
5. The Contractor understands and agrees that GMD and/or the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by GMD or the DOJ awarding agency) the Contractor does not satisfactorily and within sixty (60) days address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards or Contracts made by GMD.
6. The Contractor and all its subcontractors shall ensure each award is accounted for separately to prevent comingling of funds, which is prohibited. Funds specifically budgeted and/or received for one project may not be used to support another. The Contractor is required to maintain an adequate accounting system that allows the Contractor to maintain documentation to support all receipts and expenditures of awarded funds. Furthermore, all financial statements and accounting transactions shall be prepared in accordance with Generally Accepted Accounting Principles.

7. Contractors that are state agencies shall utilize eMARS funding codes approved by GMD to ensure proper drawdown and reimbursement of funds. State agencies shall verify their eMARS funding codes with GMD staff prior to submission of their first Financial Report.
8. The maximum compensation rate for a consultant under this Contract shall be $81.25/hr or $650/day.
9. The Contractor may be required by the State Administering Agency to obtain a surety bond if the approved federal share is greater than $100,000 or if determined to be a high-risk agency. In general, a Contractor may be designated as high-risk if any of the following apply to the Contractor:
    a. Has a history of unsatisfactory performance;
    b. Is not financially stable;
    c. Has a management system that does not meet the standards set forth in 2 C.F.R. Part 200 (Subpart D-Post Federal Award Requirements (Standards for Financial and Program Management));
    d. Has not conformed to the terms and conditions of previous awards; or
    e. Is otherwise not responsible.
10. The Contractor shall comply with the procurement procedures and regulations set forth by the Commonwealth of Kentucky, Finance and Administration Cabinet, https://finance.ky.gov/services/eprocurement/Pages/LawsPrefRegsPolicies.aspx. Note: the Contractor shall follow the most restrictive policy, whether it is the U.S. Department of Justice (if applicable), Commonwealth of Kentucky, or the Contractor's.
11. The Contractor shall commence project activities within sixty (60) days of the approved project start date for the Contract, unless otherwise specified in the grant application. If the project is not operational within that time period, written notification shall be submitted to GMD including detailed steps taken to initiate the project, reason(s) for delay, and expected starting time. GMD may cancel the project and/or redistribute funds if the project is not implemented within a reasonable timeframe and/or justification is not provided. Any new positions requested in the grant shall be filled within sixty (60) days of the approved project start date for the Contract, unless otherwise discussed with GMD; failure to do so may result in a decrease in Contract funds.
12. The Contractor shall not make changes to the overall scope of the project without express written prior approval from GMD. However, minor changes to the project and budget adjustments may be requested using the GAM process. Approval of a GAM shall be obtained prior to any obligation of grant funds not approved in the most current version of the budget. GAMs shall be submitted no less than sixty (60) days prior to the end of the Contract period unless otherwise approved by the Cabinet, and retroactive revisions shall not be approved. GMD shall be notified in writing of all employee changes pertaining to this grant within thirty (30) days of occurrence. A GAM is required to reflect changes in the Contractor Executive Director, Financial Officer, or Project Director designations. Contractor should note that its Financial Officer cannot be the same person that functions as the Contractor Executive Director or Project Director.
13. The Contractor shall maintain time and activity records for all personnel (including volunteers if applicable) assigned to this award. Support shall reasonably reflect the total activity for which the employee is compensated by the organization and cover both federally funded and all other activities. Where grant recipients work on multiple grant programs or cost activities, documentation shall support a reasonable allocation or distribution of costs among specific activities or cost objectives. Timesheet records shall be signed by the individual and his/her immediate supervisor, and records retention requirements shall be followed. Timesheets shall include activity, dates of activity, assigned codes, number of hours worked, name, and signature. Electronic signature is allowable.
14. Unless otherwise approved, the Contractor shall purchase equipment funded with this award within the first four (4) months of the project. This allows acquisition time and provides eight (8) months in which to use the equipment.
15. The Contractor shall ensure that any materials resulting from grant-funded project activities, including any websites funded in whole or in part by this Contract, shall contain an acknowledgement of support through the use of the following or comparable footnote: "This project was supported by Subaward Number (insert current subaward number) awarded through the Commonwealth of Kentucky, Justice and Public Safety Cabinet by the U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Kentucky Justice and Public Safety Cabinet or the U.S. Department of Justice."
16. The Contractor shall submit financial and program reports at least quarterly, as required.

a. The Contractor shall collect and maintain data that measures the performance and effectiveness of work under this award. The data shall be provided to OJP and GMD in the manner (including timeframes) specified by OJP in the program solicitation or other applicable written guidance.
b. The Contractor's Financial Director or designee shall approve financial reports. Failure to submit financial reports according to the time set forth may result in delays or withholding of funds. Financial reports may be submitted on a monthly or quarterly basis as determined by the Contractor with approval by GMD; however, once a method is selected, it cannot be changed during the grant period.
c. Contractors shall submit to GMD financial reports which include itemized expenses requested for reimbursement. Invoices and other documentation of award and any required match expenditures shall be submitted with each quarterly or monthly financial report, as required. Copies of Contracts associated with any expenditures within the Contractual services category of the approved budget shall be submitted to GMD within ten days of execution. For information on Contract assistance, including type of Contract needed and verbiage may be found at http://www.ojp.gov/funding/pdfs/procurement_procedures.pdf.
d. If it is determined the Contractor is non-compliant with the DOJ Grants Financial Guide, 2 C.F.R. § 200, or any applicable Commonwealth of Kentucky, Justice and Public Safety Cabinet, Office of Management and Administrative Services, Grants Management Division policies and procedures at any time throughout the duration of the award, a more stringent review of the Contractor may be undertaken to determine the extent of non-compliance. If at the conclusion of the review, GMD staff continue to have concerns, additional corrective action steps may be taken which may include but are not limited to, technical assistance, a corrective action plan, or a formal audit.
e. The Contractor shall collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim. Contractors shall submit performance reports to both GMD and BJA within the identified timeframe above. The OVC Performance Measurement Tool (PMT) reporting is in addition to the GMD *Intelligrants* 10.0 (IGX) progress reporting, but it is due at the same time as GMD programmatic reports each quarter. The schedule for filing quarterly reports is as follows:
    i. Quarter 1 runs from October 1st – December 31st with reporting due January 15th;
    ii. Quarter 2 runs from January 1st – March 31st with reporting due April 15th;
    iii Quarter 3 runs from April 1st – June 30th with reporting due July 15th;
    iv Quarter 4 runs from July 1st – September 30th with reporting due October 15th

17. In addition to VOCA Standard Terms and Conditions 8 above, the Contractor shall adhere to the Contractor's own written hiring policies, as well as any statutory or regulatory requirements, when hiring for grant-funded positions.
18. Contractor shall maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Contractor shall disclose in writing to GMD and DOJ any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. Failure to do so may result in withholding of reimbursement, termination of the award, or other appropriate action.
19. The Contractor shall comply with any additional requirements that may be imposed by GMD during the period of performance for this award, if the Contractor is designated as "high-risk" either as a result of the GMD risk assessment process, or for purposes of the DOJ high-risk grantee list.
20. The Contractor at any tier understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under the Contract, and civil or criminal penalties.
21. The Director of GMD, upon a finding that there (1) has been substantial failure by the Contractor to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, (2) has been failure by the Contractor to make satisfactory progress toward the goals, objectives, or strategies set forth in the application, or (3) have been project changes proposed or implemented by the Contractor to the extent that, if originally submitted, the application would not have been selected for funding, may terminate or suspend until the Director is satisfied that there is no longer such failure or changes, all or part of the award, in accordance with the provisions of 28 C.F.R. Part

18, as applicable mutatis mutandis. The federal regulation providing uniform rules for termination of grants and cooperative agreements is 2 C.F.R. 200.340.

22. The Contractor shall provide services, at no charge, through the VOCA-funded project. Any deviation from this provision requires prior approval from GMD.
23. The Contractor shall assist victims in seeking available crime victims' compensation benefits.
24. The Contractor shall not discriminate against victims because they disagree with the way their criminal case is being prosecuted.

Grants Management Division Special Terms and Conditions for Technical Assistance Contracts

The Contractor shall:

1. Provide on-site and off-site financial and programmatic technical assistance to member programs to strengthen the provision of victim services, to enhance organizational capacity to manage federal funds, and to ensure compliance with VOCA grant requirements.
    a. Technical assistance shall include, but not be limited to, performance measurement and outcomes, training, program evaluation, quality assurance, and meaningful access to victim services for all victims of crime.
    b. Technical assistance shall be provided by various Contractor designees
2. Ensure that any Contractor designee providing financial technical assistance has successfully completed the U.S. Department of Justice's Online Grants Financial Management Training course, which at the time of this agreement is entitled "TRAINING II — DOJ Grants Financial Management Training for Grants Awarded On or After 12/26/2014."
3. Maintain technical assistance logs for Contractor designees which document work tasks and the aspect(s) of the project to which they correspond. Logs shall be signed by the Contractor designee as well as his/her immediate supervisor for the project.
4. Attend regularly scheduled and ad hoc meetings with the Grants Director.
5. Provide written technical assistance reports to the Grants Director on a quarterly basis and attend a quarterly meeting with GMD and other Technical Assistance Contractors.
6. Provide, within 30 days of the Contract end date, a written narrative report on projects and work completed pursuant to this MOA.

Justice and Public Safety Cabinet Terms and Conditions

1. Contractor shall comply at all times with all applicable federal, state, and local laws, regulations, executive orders, and attorney general opinions.
2. Contractor shall comply with all applicable Commonwealth of Kentucky Executive Department policies and procedures, and Commonwealth Office of Technology policies and procedures.
3. The Contractor shall report any and all acts and omissions constituting a violation of applicable federal, state, or local laws, policies and procedures, or this Contract, to the Commonwealth in writing within one business day of the discovery of the violation.
4. To the extent permitted by law, the Contractor shall indemnify and hold harmless the Commonwealth against any and all claims, losses, demands, obligations, and litigation, including attorneys' fees, that result from or by: (1) services rendered by the Contractor in connection with performance of this Contract; (2) any and all bad-faith, erroneous, negligent, reckless, and unlawful acts and omissions of the Contractor, its officers, or employees in the performance of this Contract; (3) the Contractor's creation of a hazardous condition or exacerbation of a pre-existing hazardous condition; (4) the Contractor's publication, translation, reproduction, delivery, performance, use, or disposition, of any data processed under the Contract in a manner not authorized by the Contract, or by federal or Commonwealth regulations or statutes; (5) the Contractor's employment practices during the term of this Contract; and (6) any failure of the Contractor, its officers, or employees to observe federal, state, and local laws, including but not limited to labor laws and minimum wage laws.
5. Both parties, including any subcontractors or agents of each, shall comply with all applicable state and federal confidentiality laws, including the Family Educational Rights and Privacy Act and the Health Insurance Portability and Accountability Act, and to protect the security, confidentiality, and integrity of education and health information. The Contractor acknowledges and agrees that the Commonwealth shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief to enforce the requirements of this provision of this Contract.

6. Vendors and other state agencies that receive Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq. ("the Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set for in the Act.
   6.1. "Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one(1) or more of the following data elements:
      6.1.1. An account, credit card number, or debit card number that, in combination with any required security code, access code, or password, would permit access to an account;
      6.1.2. A Social Security number;
      6.1.3. A taxpayer identification number that incorporates a Social Security number;
      6.1.4. A driver's license number, state identification card number, or other individual identification number issued by an agency;
      6.1.5. A passport number or other identification number issued by the United States government; or
      6.1.6. Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec. 1232g.
   6.2. As provided in KRS 61.931(5), a "non-affiliated third party" means "any person or entity that has a agreement or contract with the Commonwealth and receives (accesses, collects, or maintains) personal information from the Commonwealth pursuant to the contract or Contract."
   6.3. The Contractor shall cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.
   6.4. The Contractor shall notify as soon as possible, but not to exceed seventy-two (72) hours, the Commonwealth, the Commissioner of the Kentucky State Police, the Auditor of Public Accounts, and the Commonwealth Office of Technology, of a determination of, or knowledge of, a breach, unless the exception set forth in KRS 61.932(2) applies and the Contractor abides by the requirements set for in that exception. Notification shall be in writing on a form developed by the Commonwealth Office of Technology
   6.5. The Contractor shall undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.
   6.6. Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, the Contractor shall pay the costs of the notification, investigation, and mitigation of the security breach.
   6.7. In accordance with KRS 61.932(2)(a), the Contractor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology.
7. The Contractor shall not distribute, divulge, publish, or release any data or information obtained from or owned by the Commonwealth without the prior written approval of the Commonwealth unless compelled to do so by law or by a judicially signed order from a court of competent jurisdiction. The Contractor acknowledges that it receives the Commonwealth's data or information solely for the purposes of this Contract, and that its receipt of the Commonwealth's data or information in no way creates any ownership interest in the Commonwealth's data or information, unless explicitly provided otherwise within the terms and conditions of this Contract.
8. The Contractor shall ensure that any and all access to Commonwealth data by Contractor personnel is limited to only those Contractor personnel with a necessary and essential purpose to fulfill the terms and conditions within this Contract.
9. The Contractor shall not utilize Commonwealth data for the Contractor's benefit except as contemplated within and pursuant to the terms and conditions of this Contract. The Contractor shall not sell or resell any and all Commonwealth data.
10. The Contractor shall ensure that any and all data transmitted and received on behalf of and as directed by the Commonwealth is transmitted and received only via secure methods and protocols.
11 Upon the expiration of the term of this Contract, unless it is renewed prior to its expiration, the Contractor shall either: (1) return any and all data provided by the Commonwealth, destroy any and all copies of the data in whatever form they occur, complete the attached Data Destruction Certification, and submit the certificate to the Commonwealth no less than 7 calendar days after

expiration of this Contract; (2) destroy the data, including any and all copies of the data in whatever form they occur, without returning the data to the Commonwealth, complete the attached Data Destruction Certification, and submit the certificate to the Commonwealth no less than 7 calendar days after expiration of this Contract; or (3) retain the data subject to the terms of this Contract regarding data ownership, privacy, and breach. The Commonwealth retains discretion to choose the option Contractor shall perform. In the event that the Commonwealth has not communicated to the Contractor which option should be followed, the Contractor shall perform the actions listed in option (1).

12. The parties agree that they receive all information communicated between them before the execution of this Contract in strict confidence and that the receiving party, its agents, or employees shall not, without prior written consent of the other party, disclose any such information, subject to Commonwealth of Kentucky and federal disclosure laws.
13. The Contractor shall not represent that a working copy, draft, or the finalized version of this Contract is identical to a previous iteration of this Contract if the Contractor has made edits since the last iteration. The Contractor shall clearly present all edits, either through editing functions in word processing software, or as a list provided contemporaneously with the most recently edited iteration.
14. During the term of this Contract, Contractor shall be authorized in its sole discretion to discipline, terminate, or take any other personnel action against Contractor personnel. Upon communication by Commonwealth of an issue with Contractor personnel, Contractor shall have the sole authority to take action to effect a solution.
15. In no event shall any person or entity be deemed to be a third-party beneficiary of this Contract.
16. The Contractor acknowledges that the Commonwealth may execute Contracts with other vendors for additional or related goods and services that address, interact with, or otherwise regard this Contract. The Contractor shall fully cooperate with such other vendors and vendor personnel, agents, and designees. The Contractor shall not commit any act; allow any omission; or permit its personnel, agents, or designees to commit any act or allow any omission that will interfere with the performance of work by any other vendor or any other vendor's personnel, agents, or designees.
17. Each party shall provide a contact to resolve any and all issues related to this Contract and promptly update the contact information as necessary.
18. All notices under this Contract shall be given in writing. Electronic mail constitutes a writing.
19. No change, waiver, or discharge of any liability or obligation under this Contract on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
20. No party shall assign its respective rights or obligations under this Contract without prior written consent of the other party. Any purported assignment or delegation in violation of this Contract is void.
21. The Contractor agrees that any and all violations of this Contract may result in the immediate termination of this Contract. Unless federal law applies, this Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.
22. The parties agree that any claim, action, or lawsuit arising under this Contract must be brought in Franklin County in Frankfort, Kentucky, unless federal law applies, in which case any claim, action, or lawsuit arising under this Contract must be brought in the United States District Court in Lexington, Kentucky.
23. This Contract is the final and exclusive agreement between the parties. All prior negotiations and agreements are superseded by this Contract.
24. Nothing in this Contract shall be deemed to waive, or otherwise limit, the rights, privileges, immunities, including sovereign immunity granted under Kentucky Constitution §§ 230 & 231 and the United States Constitution Eleventh Amendment, and matters of defense now available or hereafter made available to the Commonwealth and/or its officers and employees.
25. If any provision of this Contract is deemed to invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and the Contract as a whole shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality, or unenforceability.

Memorandum of Agreement Standard Terms and Conditions
Revised August 2024

1.00 Effective Date
All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of $50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head if the agency has been granted delegation authority by the Secretary.

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

2.00 EEO Requirements
The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding $500,000. The contractor shall comply with all terms and conditions of the Act.

3.00 Cancellation Clause
Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

4.00 Funding Out Provision
The state agency may terminate this agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the agreement. The state agency shall provide the Contractor thirty (30) calendar day's written notice of termination of the agreement due to lack of available funding.

5.00 Reduction in Contract Worker Hours
The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

6.00 Access to Records
The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for

the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

7.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract. The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

8.00 Discrimination

This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, state that all qualified applicants will receive consideration for employment

without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative 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. 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.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the 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.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be cancelled, 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 No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 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 No. 11246 of September 24, 1965, as amended, 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 agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

1st Party:

Signature _____ Title _____

Printed Name _____ Date _____

2nd Party:

Signature Linda Gorton Title Mayor

Printed Name Linda Gorton Date 9/17/24

Other Party:

Signature _____ Title _____

Printed Name _____ Date _____

Approved as to form and legality:

Attorney Signature _____ Date _____

Printed Name _____

Celia Moore

From: Theresa Reynolds
Sent: Friday, September 13, 2024 1:10 PM
To: Celia Moore
Cc: Stacey Granville
Subject: FW: VOCA 2024-25 Subaward Acceptance Instructions for VOCA-2024-Lexingto-00104
Attachments: Draft_PON2_500_2500000513 -LFUCG.pdf

Importance: High

Please see attached and below.

Thanks,

Theresa V. Reynolds
Director
Grants & Special Programs

859-258-3070 office
lexingtonky.gov

LEXINGTON

Confidentiality Statement:
The contents of this e-mail, facsimile, or letter and any files or attachments may contain information that is confidential or proprietary. This information is intended only for the use of the individuals and entities to who it is addressed. The information may also be legally privileged. This transmission is sent in trust, for the sole purpose of delivery to the intended recipient. If you have received this transmission in error, any use, reproduction or dissemination of this transmission is strictly prohibited. If you are not the intended recipient, please immediately notify the sender by reply e-mail and delete this message and its attachments, if any.

From: Erin Hensley <ehensley@lexingtonky.gov>
Sent: Friday, September 13, 2024 1:06 PM
To: Theresa Reynolds <teresar2@lexingtonky.gov>; Charlie Lanter <clanter@lexingtonky.gov>
Subject: FW: VOCA 2024-25 Subaward Acceptance Instructions for VOCA-2024-Lexingto-00104
Importance: High

FYI.

Erin Hensley
Finance Commissioner
Department of Finance

859.258.3300 office
lexingtonky.gov

LEXINGTON

Phone: 502-564-8010
Hours: M-F 8:30am-4:30pm ET

125 Holmes Street
Frankfort, KY 40601

Confidentiality Statement: This communication contains information which is confidential. It is for the exclusive use of the intended recipient(s). If you are not the intended recipient(s) please note that any form of distribution, copying, forwarding or use of this communication or the information therein is strictly prohibited and may be unlawful. If you have received the communication in error please return it to the sender and then delete the communication and destroy the copies.

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0422-24

File ID:	0422-24	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**	310-2024	**In Control:**	Urban County Council
				File Created:	04/15/2024
File Name:	Request Council authorization to submit the 2024 Consolidated Plan, accepting awards of federal funds for Community Development Block Grant Program in the amount of $2,340,927, HOME Investment Partnerships Program in the amount of $1,449,360, and Emergenc			**Final Action:**	05/09/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit the 2024 Consolidated Plan/Grant Application to the United States Dept. of Housing and Urban Development (HUD), to provide any additional information requested in connection with this Grant Application, and to accept the Grant if the application is approved, which Grant funds are in the amount of $3,994,940 in Federal funds, for the FY 2025 Community Development Block Grant (CDBG) Program ($2,340,927), Home Program ($1,449,360), and Emergency Solutions Grant (ESG) Program ($204,653), the acceptance of which obligates the Urban County Government to the expenditure of $359,611 from various funding sources as a local cash match and $145,042 as an in-kind match; and authorizing the Mayor to execute Agreements for the approved plan; and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Grants and Special Programs, Reynolds]

Notes: Signed and CILOO filed in CCO. original given back to Celia. 7.3 AA

Lexington Habitat for Humanity stamped and filed in the CCO. Returned to Celia Moore 11/6/2024. MS

Signed and CILOO filed in the CCO. Returned to Celia Moore 12/2/2024. MS

Stamped and filed in the CCO. Returned to Celia Moore 1/3/2025. MS

Moveable Feast stamped and filed in the CCO. Returned to Celia Moore 2/20/2025. MS

AVOL 3.6.25 AA

Sponsors:		**Enactment Date:**	05/09/2024
Attachments:	24 - Blue Sheet Memo Con Plan, FY 2025 Budget Amendment - Con Plan, Recommended Projects for	**Enactment Number:**	R-226-2024

FY24 Con Plan, RESO 0422-24 (Consolidated Plan) 4892-0533-6248 v.1.docx, R-226-2024, Contract #177-2024, Contract #310-2024, Contract #310-2024, Contract #310-2024 -Repairers of the Breach, Contracct #310-2024 -Human Rights Comm, Contract #310-2024 New Beginnings, Contract #310-2024 -Central Christian Church, Contract #310-2024 - Greenhouse 17, Contract #310-2024 Moveable Feast, Contract #310-2024 -Arbor Youth, Contract #310-2024 - AVOL

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	04/23/2024	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 0422-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit the 2024 Consolidated Plan/Grant Application to the United States Dept. of Housing and Urban Development (HUD), to provide any additional information requested in connection with this Grant Application, and to accept the Grant if the application is approved, which Grant funds are in the amount of $3,994,940 in Federal funds, for the FY 2025 Community Development Block Grant (CDBG) Program ($2,340,927), Home Program ($1,449,360), and Emergency Solutions Grant (ESG) Program ($204,653), the acceptance of which obligates the Urban County Government to the expenditure of $359,611 from various funding sources as a local cash match and $145,042 as an in-kind match; and authorizing the Mayor to execute Agreements for the approved plan; and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Grants and Special Programs, Reynolds]

Summary

Authorization to submit the 2024 Consolidated Plan, accepting awards of Federal funds for Community Development Block Grant Program in the amount of $2,340,927, HOME Investment Partnerships Program in the amount of $1,449,360, and Emergency Solutions Grants Program in the amount of $204,653, from the U.S. Department of Housing and Urban Development for FY 2025, and to execute Agreements with sub-recipients in accordance with the approved plan subject to final Federal allocation amounts for FY 2025. Matching funds in the amount of $359,611 are included in the FY 2025 Mayor's Proposed Budget. (L0422-24) (Reynolds/Lanter)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: Budget amendments are in process for Fiscal Year 2025.

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **APRIL 12, 2024**

SUBJECT: **Submission of 2024 Consolidated Plan, including Community Development Block Grant Program, HOME Investment Partnerships Program, and Emergency Solutions Grants Program**

Request: Council authorization to submit the 2024 Consolidated Plan, accepting awards of federal funds for Community Development Block Grant Program in the amount of $2,340,927, HOME Investment Partnerships Program in the amount of $1,449,360, and Emergency Solutions Grants Program in the amount of $204,653, from the U.S. Department of Housing and Urban Development for FY 2025, and to authorize execution of agreements with subrecipients in accordance with approved plan subject to final Federal allocation amounts for Fiscal Year 2025. Matching funds in the amount of $359,611 are included in the FY25 Mayor's Proposed Budget.

Purpose of Request: The U.S. Department of Housing and Urban Development (HUD) requires a consolidated application for jurisdictions receiving funds through HUD's Community Planning and Development programs. The purpose of the Consolidated Plan is to serve as the planning document for the Lexington-Fayette Urban County Government's participation in these programs. The overall goal of the programs is to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities for low and moderate-income persons. The proposed 2024 Consolidated Plan consists of a one-year action plan providing for the expenditure of Community Development Block Grant (CDBG) funds, HOME Investment Partnerships funds, and Emergency Solutions Grants (ESG) funds for Fiscal Year 2025 (the period of July 1, 2024 through June 30, 2025) to address some of the identified needs.

Federal regulations require that an active citizens' participation process be used to identify needs and to recommend the allocation of these federal resources. Two required public hearings have been conducted to solicit citizen comment on the housing and non-housing needs of the low-income population and on the budgeting of these federal funds to address identified needs. Applications for ESG, HOME, and CDBG funds were accepted through a uniform application process. Applications were available through the LFUCG web page for the convenience of agencies having an interest in Consolidated Plan funding. The applications received were reviewed by the staff of the Division of Grants and Special Programs. Their recommendations for funding were reviewed by staff of the Chief Administrative Officer. The proposed plan was made available for public comment as provided by the approved Citizens Participation Plan on April 15, 2024. The 30-day comment period will expire on May 15, 2024.

What is the cost in this budget year and future budget years? The Action Plan describes how funds available through the three program areas will be allocated and spent during Fiscal Year 2025. Matching funds in the amount of $359,611 are included in the FY25 Mayor's Proposed Budget. Future budget years are dependent upon federal allocations of these funds, which has not yet been finalized.

PROGRAM	FEDERAL AMOUNT	LOCAL GENERAL FUND MATCH—FY 2024	IN-KIND MATCH FROM SUBRECIPIENTS	PROGRAM INCOME	TOTAL
CDBG	$2,340,927	$0	$0	$175,000	$2,515,927
HOME	$1,449,360	$300,000	$0	$100,000	$1,849,360
ESG	$204,653	$59,611	$145,042	$0	$409,306
TOTALS	**$3,994,940**	**$359,611**	**$145,042**	**$275,000**	**$4,774,593**

These funds will be expended on public improvements, housing rehabilitation, public services, a first-time homebuyer program, development of homeownership units for low-income households, development of rental units for low-income populations, operational support for emergency housing, and planning and administration activities. A list of recommended projects is attached to the Legistar file.

Are the funds budgeted? Budget amendments are in process for Fiscal Year 2025.

File Number: 0422-24

Director/Commissioner: Reynolds/Lanter

Don't worry about this column	Don't worry about this column										Don't worry about this column	Expenditures in this column	Revenue in this column	
Type	Date	Business	Ledger	Account	Dept ID	Fund	Section	Site	Project	Activity	Budget Reference	PCBU	Amount	Rev Amt	Descr
[redacted]		LFUCG	ACCOUNT	63111	160201	3120	0001		CDBG_2025	C21A	2025		150,355		CIVIL SERVICE SALARIES
		LFUCG	ACCOUNT	63511	160201	3120	0001		CDBG_2025	C21A	2025		40,280		PENSION
		LFUCG	ACCOUNT	63615	160201	3120	0001		CDBG_2025	C21A	2025		15,036		LIFE/HEALTH/DENTAL/VISION
		LFUCG	ACCOUNT	63621	160201	3120	0001		CDBG_2025	C21A	2025		10,254		FICA
		LFUCG	ACCOUNT	63622	160201	3120	0001		CDBG_2025	C21A	2025		40		UNEMPLOYMENT INSURANCE
		LFUCG	ACCOUNT	63624	160201	3120	0001		CDBG_2025	C21A	2025		2,398		MEDICARE
		LFUCG	ACCOUNT	63625	160201	3120	0001		CDBG_2025	C21A	2025		500		VOLUNTARY BENEFITS
		LFUCG	ACCOUNT	71299	160201	3120	0001		CDBG_2025	C21A	2025		11,088		OTHER PROFESSIONAL SERVICES
		LFUCG	ACCOUNT	74102	160201	3120	0001		CDBG_2025	C21A	2025		1,000		PROFESSIONAL DEVELOPMENT
		LFUCG	ACCOUNT	74201	160201	3120	0001		CDBG_2025	C21A	2025		500		BUSINESS TRAVEL
		LFUCG	ACCOUNT	75101	160201	3120	0001		CDBG_2025	C21A	2025		1,500		OPERATING SUPPLIES
		LFUCG	ACCOUNT	75104	160201	3120	0001		CDBG_2025	C21A	2025		7,000		NEWSPAPER ADVERTISING
		LFUCG	ACCOUNT	75801	160201	3120	0001		CDBG_2025	C21A	2025		700		EQUIPMENT < $5,000
		LFUCG	ACCOUNT	76101	160201	3120	0001		CDBG_2025	C21A	2025		500		REPAIRS AND MAINTENANCE
		LFUCG	ACCOUNT	77801	160201	3120	0001		CDBG_2025	C21A	2025		1,500		DUES
		LFUCG	ACCOUNT	77802	160201	3120	0001		CDBG_2025	C21A	2025		100		SUBSCRIPTIONS AND PUBLICATIONS
		LFUCG	ACCOUNT	71101	900402	3120	0001		CDBG_2025	C21A	2025		25,000		OUTSIDE AGENCY - HUMAN RIGHTS
		LFUCG	ACCOUNT	63111	160201	3120	0001		CDBG_2025	C14H	2025		261,391		CIVIL SERVICE SALARIES
		LFUCG	ACCOUNT	63511	160201	3120	0001		CDBG_2025	C14H	2025		70,027		PENSION
		LFUCG	ACCOUNT	63615	160201	3120	0001		CDBG_2025	C14H	2025		25,599		LIFE/HEALTH/DENTAL/VISION
		LFUCG	ACCOUNT	63621	160201	3120	0001		CDBG_2025	C14H	2025		17,793		FICA
		LFUCG	ACCOUNT	63622	160201	3120	0001		CDBG_2025	C14H	2025		69		UNEMPLOYMENT INSURANCE
		LFUCG	ACCOUNT	63624	160201	3120	0001		CDBG_2025	C14H	2025		3,664		MEDICARE
		LFUCG	ACCOUNT	63625	160201	3120	0001		CDBG_2025	C14H	2025		500		VOLUNTARY BENEFITS
		LFUCG	ACCOUNT	71201	160201	3120	0001		CDBG_2025	C14H	2025		7,000		PROF SVS--LEGAL
		LFUCG	ACCOUNT	71213	160201	3120	0001		CDBG_2025	C14H	2025		7,200		PROF SVS--APPRAISALS
		LFUCG	ACCOUNT	71299	160201	3120	0001		CDBG_2025	C14H	2025		19,000		PROF SVS--OTHER
		LFUCG	ACCOUNT	71303	160201	3120	0001		CDBG_2025	C14H	2025		485		RENT OR LEASE
		LFUCG	ACCOUNT	72203	160201	3120	0001		CDBG_2025	C14H	2025		4,000		CELL PHONE
		LFUCG	ACCOUNT	75101	160201	3120	0001		CDBG_2025	C14H	2025		1,500		OPERATING SUPPLIES
		LFUCG	ACCOUNT	74102	160201	3120	0001		CDBG_2025	C14H	2025		1,500		CONFERENCES AND OTHER TRAINING
		LFUCG	ACCOUNT	74201	160201	3120	0001		CDBG_2025	C14H	2025		250		BUSINESS TRAVEL
		LFUCG	ACCOUNT	76101	160201	3120	0001		CDBG_2025	C14H	2025		2,500		REPAIRS AND MAINTENANCE
		LFUCG	ACCOUNT	77801	160201	3120	0001		CDBG_2025	C14H	2025		150		DUES
		LFUCG	ACCOUNT	77802	160201	3120	0001		CDBG_2025	C14H	2025		150		SUBSCRIPTIONS
		LFUCG	ACCOUNT	71101	900313	3120	0001		CDBG_2025	C03	2025		50,000		OUTSIDE AGENCY - Arbors
		LFUCG	ACCOUNT	71101	900235	3120	0001		CDBG_2025	C05D	2025		54,000		OUTSIDE AGENCY - New Beginnings
		LFUCG	ACCOUNT	71101	900237	3120	0001		CDBG_2025	CO5D	2025		20,000		OUTSIDE AGENCY - Repairers Lexington
		LFUCG	ACCOUNT	71101	900324	3120	0001		CDBG_2025	C05	2025		30,000		OUTSIDE AGENCY - Moveable Feast Lexington
		LFUCG	ACCOUNT	71101	900223	3120	0001		CDBG_2025	C05D	2025		58,131		OUTSIDE AGENCY - St. James Place
		LFUCG	ACCOUNT	71101	900379	3120	0001		CDBG_2025	C05D	2025		71,507		OUTSIDE AGENCY - Central Christian Church
		LFUCG	ACCOUNT	73101	505505	3120	5529		CDBG_2025	C05D	2025		1,350		GENERAL INSURANCE
		LFUCG	ACCOUNT	74102	505505	3120	5529		CDBG_2025	C05D	2025		3,420		CONFERENCES &TRAINING
		LFUCG	ACCOUNT	75101	505505	3120	5529		CDBG_2025	C05D	2025		11,290		OPERATING SUPPLIES
		LFUCG	ACCOUNT	75102	505505	3120	5529		CDBG_2025	C05D	2025		3,000		FOOD AND HOUSEHOLD
		LFUCG	ACCOUNT	75601	505505	3120	5529		CDBG_2025	C05D	2025		4,540		CLOTHING
		LFUCG	ACCOUNT	75801	505505	3120	5529		CDBG_2025	C05D	2025		1,000		MINOR EQUIPMENT
		LFUCG	ACCOUNT	77801	505505	3120	5529		CDBG_2025	C05D	2025		400		DUES
		LFUCG	ACCOUNT	78105	160201	3120	0001		CDBG_2025	C14A	2025		333,783		ASSISTANCE-HOUSING REHAB
		LFUCG	ACCOUNT	78105	160201	3120	0001		CDBG_2025	C14_EM	2025		150,000		ASSISTANCE-HOUSING REHAB--ER
		LFUCG	CAP_ACCT	91713	303202	3120	3211		CDBG_2025	C03	2025		1,032,977		CONSTRUCTION-CURB & GUTTER
		LFUCG	REVEST	44010	160201	3120	0001		CDBG_2025	FED_GRANT	2025		2,515,927	2,340,927	INTERGOVERNMENTAL-FEDERAL
		LFUCG	REVEST	45141	160201	3120	0001		CDBG_2025	C14A	2025		2,515,927	20,000	INTEREST INCOME
		LFUCG	REVEST	46540	160201	3120	0001		CDBG_2025	C14A	2025			145,000	LOAN INCOME
		LFUCG	REVEST	46720	160201	3120	0001		CDBG_2025	C14A	2025			10,000	MISCELLANEOUS

Don't worry about this column	Don't worry about this column											Don't worry about this column	Expenditures in this column	Revenue in this column	
Type	Date	Business	Ledger	Account	Dept ID	Fund	Section	Site	Project	Activity	Budget Reference	PCBU	Amount	Rev Amt	Descr
		LFUCG	ACCOUNT	63111	160201	3120	0001		HOME_2025	H05	2025		64,295		CIVIL SERVICE SALARIES
		LFUCG	ACCOUNT	63511	160201	3120	0001		HOME_2025	H05	2025		12,673		PENSION
		LFUCG	ACCOUNT	63615	160201	3120	0001		HOME_2025	H05	2025		6,230		LIFE/HEALTH/DENTAL/VISION
		LFUCG	ACCOUNT	63621	160201	3120	0001		HOME_2025	H05	2025		4,385		FICA
		LFUCG	ACCOUNT	63622	160201	3120	0001		HOME_2025	H05	2025		31		UNEMPLOYMENT INSURANCE
		LFUCG	ACCOUNT	63624	160201	3120	0001		HOME_2025	H05	2025		1,025		MEDICARE
		LFUCG	ACCOUNT	63625	160201	3120	0001		HOME_2025	H05	2025		200		VOLUNTARY BENEFITS
		LFUCG	ACCOUNT	71201	160201	3120	0001		HOME_2025	H05	2025		1,000		PROF SVS--LEGAL
		LFUCG	ACCOUNT	71213	160201	3120	0001		HOME_2025	H05	2025		1,000		PROF SVS--APPRAISALS
		LFUCG	ACCOUNT	71299	160201	3120	0001		HOME_2025	H05	2025		1,000		PROFESSIONAL SERVICES
		LFUCG	ACCOUNT	75101	160201	3120	0001		HOME_2025	H05	2025		1,000		OPERATING SUPPLIES
		LFUCG	ACCOUNT	76101	160201	3120	0001		HOME_2025	H05	2025		1,000		REPAIRS AND MAINTENANCE
		LFUCG	ACCOUNT	77801	160201	3120	0001		HOME_2025	H05	2025		200		DUES
		LFUCG	ACCOUNT	77802	160201	3120	0001		HOME_2025	H05	2025		200		SUBSCRIPTIONS AND PUBLICATIONS
		LFUCG	ACCOUNT	78107	900205	3120	0001		HOME_2025	H01	2025		90,000		FINANCIAL ASSISTANCE - LEX HABITAT
		LFUCG	ACCOUNT	71101	900243	3120	0001		HOME_2023	H05	2025		3,350		OUTSIDE AGENCY - AVOL ADMIN
		LFUCG	ACCOUNT	71101	900243	3120	0001		HOME_2023	H06	2025		33,500		OUTSIDE AGENCY - AVOL
		LFUCG	ACCOUNT	71101	900207	3120	0001		HOME_2025	H05	2025		20,000		OUTSIDE AGENCY - FCLDC
		LFUCG	ACCOUNT	71101	900207	3120	0001		HOME_2025	H02	2025		217,404		OUTSIDE AGENCY - FCLDC
		LFUCG	ACCOUNT	71101	900264	3120	0001		HOME_2025	H03	2025		375,746		OUTSIDE AGENCY--AU Associates
		LFUCG	ACCOUNT	71101		3120	0001		HOME_2025	H03	2025		600,000		OUTSIDE AGENCY--AU Associates
		LFUCG	ACCOUNT	78105	160201	3120	0001		HOME_2025	H04	2025		415,121		ASSISTANCE--HOUSING REHAB
		LFUCG	REVEST	44010	160201	3120	0001		HOME_2025	FED_GRANT	2025		1,849,360	1,449,360	INTERGOVERNMENTAL-FEDERAL
		LFUCG	REVEST	45141	160201	3120	0001		HOME_2025	H01	2025		1,849,360	10,000	INTEREST INCOME
		LFUCG	REVEST	45911	160201	3120	0001		HOME_2025	FED_GRANT	2025			300,000	TRANSFER FROM GENERAL SERVICE
		LFUCG	REVEST	46540	160201	3120	0001		HOME_2025	H01	2025			80,000	LOAN INCOME
		LFUCG	REVEST	46720	160201	3120	0001		HOME_2025	H01	2025			10,000	MISCELLANEOUS
		LFUCG	ACCOUNT	63111	160201	3120	0001		EMRG_SOL_2025	ADMIN	2025		10,324.00		CIVIL SERVICE SALARIES
		LFUCG	ACCOUNT	63511	160201	3120	0001		EMRG_SOL_2025	ADMIN	2025		2,526.00		PENSION
		LFUCG	ACCOUNT	63615	160201	3120	0001		EMRG_SOL_2025	ADMIN	2025		882.00		LIFE/HEALTH/DENTAL/VISION
		LFUCG	ACCOUNT	63621	160201	3120	0001		EMRG_SOL_2025	ADMIN	2025		738.00		FICA
		LFUCG	ACCOUNT	63622	160201	3120	0001		EMRG_SOL_2025	ADMIN	2025		5.00		UNEMPLOYMENT INSURANCE
		LFUCG	ACCOUNT	63624	160201	3120	0001		EMRG_SOL_2025	ADMIN	2025		173.00		MEDICARE
		LFUCG	ACCOUNT	63625	160201	3120	0001		EMRG_SOL_2025	ADMIN	2025		200.00		VOLUNTARY BENEFITS
		LFUCG	ACCOUNT	75103	160201	3120	0001		EMRG_SOL_2025	ADMIN	2025		500.00		SOFTWARE OPERATING
		LFUCG	ACCOUNT	71101	900313	3120	0001		EMRG_SOL_2025	SHELTER	2025		72,791		OUTSIDE AGENCIES - ARBOR
		LFUCG	ACCOUNT	82301	900313	3120	0001		EMRG_SOL_2025	SHELTER	2025		72,791		OTHER GRANT MATCH--INTANGIBLE
		LFUCG	ACCOUNT	71101	900313	3120	0001		EMRG_SOL_2025	RAP_REHO	2025		74,188		OUTSIDE AGENCIES - ARBOR
		LFUCG	ACCOUNT	82301	900313	3120	0001		EMRG_SOL_2025	RAP_REHO	2025		74,188		OTHER GRANT MATCH--INTANGIBLE
		LFUCG	ACCOUNT	71101	900304	3120	0001		EMRG_SOL_2025	SHELTER	2025		50,000		OUTSIDE AGENCIES - GREENHOUSE17
		LFUCG	ACCOUNT	82301	900304	3120	0001		EMRG_SOL_2025	SHELTER	2025		50,000		OTHER GRANT MATCH--INTANGIBLE
		LFUCG	REVEST	44010	160201	3120	0001		EMRG_SOL_2025	MS_GRANT	2025		409,306	204,653	INTERGOVERNMENTAL-FEDERAL
		LFUCG	REVEST	45911	160201	3120	0001		EMRG_SOL_2025	MS_GRANT	2025		409,306	59,611	TRANSFER FROM GENERAL SERVICE
		LFUCG	REVEST	45931	900313	3120	0001		EMRG_SOL_2025	RAP_REHO	2025			22,251	OTHER GRANT MATCH--INTANGIBLE
		LFUCG	REVEST	45931	900304	3120	0001		EMRG_SOL_2025	SHELTER	2025			50,000	OTHER GRANT MATCH--INTANGIBLE
		LFUCG	REVEST	45931	900313	3120	0001		EMRG_SOL_2025	SHELTER	2025			72,791	OTHER GRANT MATCH--INTANGIBLE

HUD ANNUAL ACTION PLAN 2024
Proposed Projects & Applications Received

	FEDERAL	PROGRAM INCOME		TOTAL REVENUE
CDBG	**$2,340,927**	**$175,000**		**$2,515,927**

			Recommended Award	*Previous Year*	*Requested Amount/Need*
Administration and Planning: (limit of 20% of award):					
Administration: Grants & Special Programs Staff, Other expenses	14%		**$315,529**	$315,529	$315,529
Human Rights Commission- Education and Outreach			**$25,000**	$50,000	$50,000
Infrastructure:					
Meadows/Northland/Arlington			**$1,032,977**	$1,097,615	$1,097,615
Housing:					
Housing Rehabilitation Operations/Staff			**$350,000**	$350,000	$350,000
Housing Rehabilitation, owner-occupied,			**$333,783**	$333,783	$333,783
Housing Rehabilitation, Emergency Repair			**$150,000**	$150,000	$150,000
Supportive Services: (limit of 15% of award):					
Arbor Youth Services- youth services - Outreach Center			**$50,000**	$50,000	$83,194
New Beginnings Housing Navigator			**$54,000**	$54,000	$65,835
Police Activities League - Year 20			**$25,000**	$25,000	$146,766
Repairers Lexington - E7 Kids Café			**$20,000**	$20,000	$20,000
Moveable Feast Lexington			**$30,000**	$30,000	$30,000
Foundation for Affordable Housing, Inc (St. James Place) funded FY22 $60,772			**$58,131**	$0	$58,131
Central Christian Church (Disciples of Christ)			**$71,507**	**NEW**	$71,507

SERVICES MAXIMUM	**$**	**377,389**	**Total Services:**	**$308,638**

TOTAL AWARDS RECOMMENDED	**$2,515,927**	
TOTAL CDBG FUNDS REQUESTED	*$0*	**$2,778,360**

	FEDERAL	PROGRAM INCOME	REQUIRED MATCH	TOTAL REVENUE
HOME	**$1,449,360**	**$100,000**	**$300,000**	**$1,849,360**

$ (1,449,360.00)

	Recommended Award	*Previous Year*	*Requested Amount/Need*
Homeownership			
Lexington Habitat for Humanity	**$90,000**	$75,000	$90,000
Administration			
Division of Grants and Special Programs	**$94,239**	$84,239	$84,239
Fayette County Local Development Corporation CHDO Operation Grant	**$20,000**	$20,000	$20,000
CHDO - Rental Housing Development			
Fayette County Local Development Corporation (CHDO required 15% minimum of federal award)	**$217,404**	$0	$300,000
Tenant Based Rental Assistance			
AVOL Kentucky	**$36,850**	$0	$36,850
Housing Rehab			
LFUCG Single Family Housing Rehab	**$415,121**	$415,121	$415,121
Rental Housing Development*			
Au Associates (Meadowsweet Apt)	**$375,746**	$725,000	$600,000
Woodland LLC/Winterwood (The Flats at Woodland)	**$600,000**	$0	$600,000

TOTAL AWARDS RECOMMENDED	**$1,849,360**	
TOTAL REQUESTS FOR HOME	**$0**	**$2,146,210**

	FEDERAL	PROGRAM INCOME	REQUIRED MATCH	TOTAL REVENUE
ESG	**$204,653**	**$0**	**$204,653**	**$409,306**

		Federal		LFUCG Match	Agency Matcl	*Total*	*Previous Year*	*Requested Amount/Need*
Rapid Rehousing - Arbor Youth Services		**$**	**74,188.00**	**$51,937**	**$22,251**	**$148,376**	$73,102	$182,319
Shelter Operations: Hope Center for Men		**$**	**-**		**$0**	**$0**	$0	$80,000
limit 60% award	GreenHouse17	**$**	**50,000.00**		**$50,000**	**$100,000**	$50,000	$50,000
	Arbor Youth Services 18-24	**$**	**72,791.00**		**$72,791**	**$145,582**	$73,071	$91,227
These agencies provide their own match.								
Administration--LFUCG (limit of 7.5% of award)		**$**	**7,674.00**	**$7,674**	**$0**	**$15,348**	$7,763	$7,763
				$59,611	**$145,042**	**$409,306**		

TOTAL AWARDS RECOMMENDED	**$0**	
TOTAL REQUESTS FOR ESG		**$411,309**

TOTAL AWARDS RECOMMENDED (CDBG, HOME, ESG) $4,774,593

$504,653

RESOLUTION NO. _____- 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT THE 2024 CONSOLIDATED PLAN/GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THE GRANT IF THE APPLICATION IS APPROVED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $3,994,940.00 IN FEDERAL FUNDS, FOR THE FY 2025 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM ($2,340,927.00), HOME PROGRAM ($1,449,360.00), AND EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM ($204,653.00), THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF $359,611.00 FROM VARIOUS FUNDING SOURCES AS A LOCAL CASH MATCH AND $145,042.00 AS AN IN-KIND MATCH; AND AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS FOR THE APPROVED PLAN; 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 execute and submit the 2024 Consolidated Plan/Grant Application, which is attached hereto and incorporated herein by reference, to the United States Department of Housing and Urban Development (HUD), to provide any additional information requested in connection with this Grant Application, and to accept this Grant if the application is approved, which Grant funds are in the amount of $3,994,940.00 in Federal funds, for the FY 2025 Community Development Block Grant (CDBG) Program ($2,340,927.00), HOME Program ($1,449,360.00), and Emergency Solutions Grant (ESG) Program ($204,653.00), the acceptance of which obligates the Urban County Government to the expenditure of $359,611.00 from various funding sources as a local cash match and $145,042.00 as an in-kind match.

Section 2 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute agreements with the entities listed, and for the purposes set forth, in the 2024 Consolidated Plan/Grant Application.

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 herein.

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
0422-24:ANB:4892-0533-6248, v. 1

RESOLUTION NO. 226 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT THE 2024 CONSOLIDATED PLAN/GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THE GRANT IF THE APPLICATION IS APPROVED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $3,994,940.00 IN FEDERAL FUNDS, FOR THE FY 2025 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM ($2,340,927.00), HOME PROGRAM ($1,449,360.00), AND EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM ($204,653.00), THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF $359,611.00 FROM VARIOUS FUNDING SOURCES AS A LOCAL CASH MATCH AND $145,042.00 AS AN IN-KIND MATCH; AND AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS FOR THE APPROVED PLAN; 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 execute and submit the 2024 Consolidated Plan/Grant Application, which is attached hereto and incorporated herein by reference, to the United States Department of Housing and Urban Development (HUD), to provide any additional information requested in connection with this Grant Application, and to accept this Grant if the application is approved, which Grant funds are in the amount of $3,994,940.00 in Federal funds, for the FY 2025 Community Development Block Grant (CDBG) Program ($2,340,927.00), HOME Program ($1,449,360.00), and Emergency Solutions Grant (ESG) Program ($204,653.00), the acceptance of which obligates the Urban County Government to the expenditure of $359,611.00 from various funding sources as a local cash match and $145,042.00 as an in-kind match.

Section 2 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute agreements with the entities listed, and for the purposes set forth, in the 2024 Consolidated Plan/Grant Application.

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 herein.

Section 4 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: May 9,2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0422-24:ANB:4892-0533-6248, v. 1

Copy in lieu of original

Resolution #226-2024
Contract # 177-2024

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: 07/01/2024

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Lexington-Fayette Urban County Government

* b. Employer/Taxpayer Identification Number (EIN/TIN): 61-0858140

* c. UEI: VM1GLHWZXA96

d. Address:

* Street1: 200 East Main Street
Street2:
* City: Lexington
County/Parish: Fayette
* State: KY: Kentucky
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 40507-1310

e. Organizational Unit:

Department Name: Housing Advocacy & Comm Dev.

Division Name: Grants and Special Programs

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Ms.
* First Name: Theresa
Middle Name:
* Last Name: Reynolds
Suffix:

Title: Director, Grants and Special Programs

Organizational Affiliation:

* Telephone Number: 859-258-3079
Fax Number:

* Email: teresar2@lexingtonky.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.239

CFDA Title:

HOME Investment Partnerships Program

*** 12. Funding Opportunity Number:**

N/A

* Title:

HOME Investment Partnerships Program

13. Competition Identification Number:

N/A

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Lexington-Fayette Map.pdf | Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Lexington-Fayette Urban County Government 2024 HOME Investment Partnerships Project

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: KY-006 * b. Program/Project: KY-006

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 07/01/2024 * b. End Date: 06/30/2025

18. Estimated Funding ($):

* a. Federal	1,206,372.03
* b. Applicant	300,000.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	100,000.00
* g. TOTAL	1,606,372.03

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☒ a. This application was made available to the State under the Executive Order 12372 Process for review on 04/10/2024.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Ms. * First Name: Linda

Middle Name:

* Last Name: Gorton

Suffix:

* Title: Mayor

* Telephone Number: 859-258-3100 Fax Number: 859-258-3194

* Email: mayor@lexingtonky.gov

* Signature of Authorized Representative: Linda Gorton * Date Signed: 07/01/2024

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

PRINCIPAL DEPUTY ASSISTANT SECRETARY
FOR COMMUNITY PLANNING AND DEVELOPMENT

May 18, 2024

The Honorable Linda Gorton
Mayor of Lexington-Fayette
200 E Main Street
Lexington, KY 40507-1310

Dear Mayor Gorton:

Congratulations! I am pleased to give you formal notice of your jurisdiction's Fiscal Year 2024 (FY24) allocations for the Office of Community Planning and Development's (CPD) formula programs. Your jurisdiction's FY24 available amounts are as follows:

Community Development Block Grant (CDBG)	$2,320,758.00
Emergency Solutions Grant (ESG)	$205,743.00
HOME Investment Partnerships (HOME)	$1,206,372.03

These grant funds provide the financial tools to support low-to-moderate income individuals, families, and communities to address homelessness, affordable housing challenges, aging infrastructure, and economic hardships. CPD is committed to being your partner throughout the process of using these funds. Our local office will assist in finalizing grant agreements, offer technical assistance, training when needed, monitor and implement grant funds for eligible projects in a timely manner. The Department of Housing and Urban Development will work with your team to ensure proper reporting in the Integrated Disbursement and Information System to improve performance data on how these programs are benefitting and touching people's lives, build trust with stakeholder groups, Congress, and amplify the success stories that you and your jurisdiction are able to accomplish with these vital resources.

In addition, you also have $6,750,790 in available Section 108 borrowing authority based on your CDBG allocation and outstanding Section 108 balances as of May 14, 2024. Since Section 108 loans are federally guaranteed, this allows your jurisdiction to borrow up to five times of your current CDBG allocation to access loan capital for larger projects at a low interest rate. HUD encourages you to consider using this CDBG multiplier for high priority housing projects, such as housing rehabilitation and conversion of nonresidential properties to residential uses and mixed-use development. This could help fill gaps left by Congress' cut to the HOME program for FY24.

As you begin to plan for the use of FY24 grant funding, please also consider having strategic conversations with your local team to ensure that existing grants are being maximized to meet your local priorities and community needs. A few questions that you might consider asking:

- What were our goals in our most recent Consolidated Plan? How did our commitments in FY23 and previous Action Plans support those goals?

- Do we have any expiring funds? Are there plans to use our funding from past years before the end of the period of performance?
- What, if any, findings have HUD / the Office of Inspector General made against our jurisdiction in the last five years? What have we done to address those findings?

The combination of higher mortgage interest rates, limited for-sale housing inventory, and high home prices has created a challenging environment for homebuyers – particularly low-income families seeking to purchase their first home. In preparing the annual action plan for your jurisdiction's CPD formula funds, we urge you to consider how your HOME Program and other funds may be used to increase the supply of modestly priced housing or provide direct purchase assistance to low-income families seeking to buy a home.

The timely expenditure of your previous year funds is critical to mitigate risks of recapture. If your community's priorities have changed, you have an opportunity to repurpose funding. Our team can work with you to ensure that funds are fully utilized and reach the populations intended by these programs. Please contact our Field Office to learn more.

The Department greatly appreciates your leadership in using these funds to address your most pressing local needs by increasing access to affordable housing, supporting renters and homeowners, providing life-saving assistance to people experiencing homelessness, creating jobs and opportunities for people with modest means, improving public facilities, community resilience, and public services. If you or any member of your staff have questions or would like to request technical assistance, please contact your local CPD Field Director.

Sincerely,

Marion Mollegen McFadden
Principal Deputy Assistant Secretary
for Community Planning and Development

Copy in lieu of original

R-226-2024
Contract #310-2024

Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB No. 2506-0087
(exp. 04/30/2027)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s)	2. HUD/State Identification Number	3. Recipient Identification Number (optional)
HOME Program	M-24-MC-21-0201	

4. OMB Catalog Number(s)	5. Name and address of responsible entity
14.239	Lexington-Fayette Urban County Government 200 E Main Street Lexington, KY 40507
6. For information about this request, contact (name & phone number)	

8. HUD or State Agency and office unit to receive request	7. Name and address of recipient (if different than responsible entity)
Danielle Story, KY Office of HUD 601 W. Broadway Louisville, KY 40202	

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9. Program Activity(ies)/Project Name(s)	10. Location (Street address, city, county, State)
Consolidated Plan CPY 2024 - The Flats at Woodland	530 E High Street, Lexington, KY 40502

11. Program Activity/Project Description

The Flats at Woodland is an adaptive resuse/new build consisting of 38 elderly units. The multifamily property will have 38 one-bedroom rental units. This property is for permanent rental housing. The current use of the building is a church and provides community services. At the completion of the project the church and community service facility will remain to assist the 38 senior households and the community at large.

TOTAL ESTIMATED COST: $13,198,165
HOME PROGRAM: $600,000

Part 2. Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did [ ] did not [X] require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity	Title of Certifying Officer
X Linda Gorton	Mayor
	Date signed: 11/19/2024

Address of Certifying Officer:
200 E Main St.
Lexington, KY 40507

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient	Title of Authorized Officer
X	Date signed

We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802)

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBRECIPIENT AGREEMENT

THIS AGREEMENT, made and entered into on 27 day of January 2025, 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"), and **FOUNDATION FOR AFFORDABLE HOUSING, INC.,** a Kentucky non-stock non-profit corporation pursuant to KRS Chapter 273, and whose post office address is 169 Deweese Street, Lexington, Kentucky 40507 (hereinafter referred to as "SUBRECIPIENT");

WHEREAS, the GOVERNMENT has been awarded federal funds from the U.S. Department of Housing and Urban Development's (hereinafter referred to as "HUD") Community Development Block Grant Program (CFDA 14.218) pursuant to which HUD has agreed to make a grant to the Government under Federal Award Number B-24-MC-21-0004 awarded December 3, 2024;

WHEREAS, the GOVERNMENT'S 2024 Consolidated Plan/Annual Action Plan allocates $58,131 in funds to the SUBRECIPIENT, Repairers of the Breach, Inc., with Unique Entity Identifier NLPLLTCM5MZ4, to provide a full-time case manager for the 102 residents of St. James Place Apartments;

WHEREAS, the SUBRECIPIENT has agreed to be responsible for the provision of these services;

WHEREAS, the GOVERNMENT's responsibility for ensuring compliance with all grant requirements necessitates a written agreement with the SUBRECIPIENT;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, pursuant to grant requirements, the parties hereto agree as follows:

I. STATEMENT OF WORK

A. Activities

The SUBRECIPIENT will be responsible to provide a case manager for the 102 residents of St. James Place Apartments and homeless individual applicants. The case manager would assist residents and homeless individual applicants with referrals to proper local government and private entities for health, finances, benefits, and other forms of support. The services shall be operated in a manner satisfactory to the GOVERNMENT and in compliance with all local, state, and federal laws and regulations.

B. National Objectives

The SUBRECIPIENT certifies that the activities carried out with funds provided under this Agreement will benefit low- and moderate-income persons.

C. Performance Monitoring

The GOVERNMENT shall monitor the performance of the SUBRECIPIENT as necessary and in accordance with regulations on SUBRECIPIENT Monitoring and Management, 2 CFR 200.330 – 2 CFR 200.332, to ensure SUBRECIPIENT compliance with all of the requirements of this agreement, including the timeframes and performance goals associated with the activities. Substandard performance as determined by the GOVERNMENT will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT after being notified by the GOVERNMENT, the GOVERNMENT may impose additional conditions on the SUBRECIPIENT and its use of CDBG funds consistent with 2 CFR 200.207, suspend or terminate this agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.338.

SUBRECIPIENT expects the continuation CDBG program to expand to a full-time case manager at St. James Place for the fiscal year. Service activities will result in the following annual outputs:

- 15 residents to connect or reconnect with counseling and medication management services to enhance mental health and well-being.
- 45 residents to establish care or re-establish care with their primary healthcare provider or specialist and encourage regular medical checkups and prescription management (including hospital treatment, labs, and testing).
- 17 residents' involvement in local community organizations and identify employment and volunteer opportunities.
- 25 potential or current residents facing evictions.
- 20 residents by facilitating social connections and community engagement activities in an effort to decrease feelings of loneliness.
- 40 residents in order to improve the overall well-being of the residents.
- 25 residents who require additional assistance.
- 80 residents with the use of technology to include personal usage and tele-health appointments.
- 50 residents with social benefits applications as well as coordinating transportation for services such as Wheels, Federated Transportation, Lyft, and Uber.

D. Budget and Use of Funds

Funds in the amount of $58,131 shall be used exclusively for salaries, fringe benefits, travel and other (see budget narrative in application). The approved budget is below:

Salaries	$54,000
Fringe	$ 4,131
Total	$58,131

The SUBRECIPIENT may only carry out the activities described in this agreement. The SUBRECIPIENT is prohibited from charging to the subaward the costs of CDBG ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this agreement for political activities, inherently religious activities, or lobbying.

E. Payment

It is expressly agreed and understood that the total amount to be paid by the GOVERNMENT under this Agreement shall not exceed $58,131. The SUBRECIPIENT shall invoice the GOVERNMENT on a monthly basis for the reimbursement of actual expenditures incurred. SUBRECIPIENT's invoice must be for the services and eligible expense specified in Paragraph D above. SUBRECIPIENT's invoice must include copies of employee timesheets, payroll reports, documentation of payment of payroll taxes and fringe benefits, and copies of competitive quotations for all expenses as applicable.

F. Schedule – Time of Performance

The term of this Agreement shall be December 3, 2024 through December 31, 2025.

G. Timeliness

SUBRECIPIENT must invoice the GOVERNMENT for funds expended at least quarterly beginning no later than three months from the effective date of this agreement. Failure to submit an invoice in two or more consecutive quarters may result in termination of the agreement and reallocation of unspent funds at the discretion of the GOVERNMENT.

II. RECORDS AND REPORTS

A. Records to be Maintained

The SUBRECIPIENT shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
6. Financial records as required by 24 CFR Part 570.502, and 24 CFR 84, and
7. Other records necessary to document compliance with Subpart K of 24 CFR 570.

B. Client Data and Other Sensitive Information

The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to government monitors or their designees for review upon request.

The SUBRECIPIENT understands that client information collected under this Agreement is

private and the use or disclosure of such information, when not directly connected with the administration of the GOVERNMENT's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

C. Retention

The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this Agreement. Records of non-expendable property acquired with funds under this Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

D. Reporting

1. Quarterly Reports

The SUBRECIPIENT shall submit to the GOVERNMENT quarterly reports for each quarter during which these federal funds are used for program operations. Quarterly reports are due as follows:

Quarter	**Due**
July-September	October 30
October-December	January 30
January-March	April 30
April-June	July 30

Quarterly reports shall provide information on the activities accomplished. Specifically, quarterly reports shall provide information on the number of St. James Place residents and homeless individual served. It is estimated that 416 will be served.

2. Annual Reports

An annual report is required and shall provide the following information about the employees of the SUBRECIPIENT'S organization: race, age, sex, and disability. Additional annual reports required are the "Unserved" and the "Program Participant" reports. Annual reports shall be submitted to the GOVERNMENT no later than July 30th.

E. Project Close-out

The SUBRECIPIENT's obligation to the GOVERNMENT shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials), equipment, unspent cash advances, program income balances, and

accounts receivable to the GOVERNMENT and determining the custodianship of records.

F. Audits, Inspections and Monitoring

1. Single Audit

The SUBRECIPIENT must be audited as required by 2 CFR part 200, subpart F when it is expected that the SUBRECIPIENT's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

SUBRECIPIENT shall submit a copy of the audit report to the Federal Audit Clearinghouse within 30 days after receipt of the audit report, but not later than nine months after the end of the audit period. Concurrently with the submission of the audit report to the Federal Audit Clearinghouse, SUBRECIPIENT shall submit a copy of the audit report to the GOVERNMENT'S Division of Grants and Special Programs. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of the future payments.

2. Inspections and Monitoring

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the GOVERNMENT, grantor agency, their designees or the federal government, at any time during normal business hours, as often as the grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data to meet the requirements of 2 CFR part 200.

The SUBRECIPIENT must submit to monitoring of its activities by the GOVERNMENT as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

G. Access to Records

The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by GOVERNMENT, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

III. HMIS & COORDINATED ENTRY

A. HMIS

The SUBRECIPIENT must ensure that data on all persons served and all activities assisted under CDBG are entered into the applicable community-wide HMIS (homeless management information system) in accordance with standards of the U.S. Department of Housing and

Urban Development. HMIS 640 reports are due at least quarterly to the GOVERNMENT, unless otherwise instructed.

B. Coordinated Entry

The SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, with other programs targeted to homeless people in the area covered by the Lexington Continuum of Care, which provides a strategic, community-wide system to prevent and end homelessness for the area. The SUBRECIPIENT must contact the Continuum of Care Coordinator with the Office of Homelessness Prevention and Intervention to ensure program participation in the Lexington Continuum of Care's Coordinated Entry system. All program participants enrolled by the SUBRECIPIENT must come from the Coordinated Entry process ensuring that the screening, assessment and referral of program participants are consistent with the Lexington Continuum of Care's written Coordinated Entry standards. A victim service provider may NOT choose not to use the Continuum of Care's centralized or coordinated assessment system.

IV. PROGRAM INCOME

"Program Income" means gross income received by SUBRECIPIENT that was generated from the use of CDBG funds. Program income includes, but is not limited to the following:

a. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
b. Proceeds from the disposition of equipment purchased with CDBG funds;
c. Gross income from the use or rental of real or personal property acquired by SUBRECIPIENT with CDBG funds, less the costs incidental to the generation of such income;
d. Gross income from the use or rental of real property owned by SUBRECIPIENT that was constructed or improved with CDBG funds, less the costs incidental to the generation of such income;

Pursuant to the requirements set forth in § 570.504(c), the GOVERNMENT will require remittance of all program income balances (including investments thereof) held by the SUBRECIPIENT to the GOVERNMENT.

V. SUSPENSION AND TERMINATION

This Agreement, in accordance with 24 CFR 85.43 can be terminated if SUBRECIPIENT 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 the GOVERNMENT.

VI. REVERSION OF ASSETS

When the Agreement ends, the SUBRECIPIENT must transfer to the GOVERNMENT any CDBG funds on hand and accounts receivable attributable to the use of CDBG monies.

Pursuant to 24 CFR 570.503, if property is either acquired or improved with CDBG funds in excess of $25,000, the use of that property for the approved purpose must continue; in the case of personal property, generally for if the SUBRECIPIENT owns it and the property is

needed for the CDBG activity, and in the case of real property (acquired or improved with CDBG funds in excess of $25,000), generally for at least 5 years following the expiration of the SUBRECIPIENT Agreement.

VII. UNIFORM ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with the applicable provisions in 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. These provisions include:

A. Financial & Program Management

The SUBRECIPIENT shall expend and account for all CDBG funds received under this agreement in accordance with 2 CFR part 200, including 2 CFR part 200, subpart D, which covers Standards for Financial and Program Management and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with 2 CFR part 200, subpart E. All items of cost listed in 2 CFR part 200, subpart E, that require prior Federal agency approval are allowable without prior approval of the GOVERNMENT to the extent they comply with the general policies and principles stated in 2 CFR part 200, subpart E and are otherwise eligible under this agreement.

C. Procurement and Contractor Oversight

The SUBRECIPIENT shall comply with the procurement standards in 2 CFR §200.318 - §200.326 when procuring property and services under this agreement and shall subsequently follow property management standards as provided by 2 CFR 200.344.

1. Equipment

   The SUBRECIPIENT shall comply with current GOVERNMENT policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

2. Debarment Certification

   The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities at (24 CFR 570.489(l)). CDBG funds may not be provided to excluded or disqualified persons.

3. Contractor Oversight

   The SUBRECIPIENT shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and

the terms and conditions of this agreement. The SUBRECIPIENT shall impose the SUBRECIPIENT'S obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

4. Subcontracts

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GOVERNMENT prior to the execution of such agreement. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure compliance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the GOVERNMENT along with documentation concerning the selection process.

VIII. OTHER PROGRAM REQUIREMENTS

A. Nondiscrimination

5. 24 CFR Part 6

The SUBRECIPIENT will comply with 24 CFR part 6, which implements the provisions of section 109 of Title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

The SUBRECIPIENT will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG funds. Thus, the SUBRECIPIENT shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

In accordance with 24 CFR 5.105 and section 2-33 of the Code of Ordinances of the Lexington-Fayette Urban County Government, the SUBRECIPIENT shall ensure that HUD-assisted housing or other services being provided pursuant to this agreement shall be made available without regard to actual or perceived sexual orientation, gender identity or marital status. Neither SUBRECIPIENT nor any of its agents will inquire about the sexual orientation or gender identity of any applicant for or person receiving HUD-assisted housing or other services

6. Architectural Barriers Act and the Americans with Disabilities Act

The SUBRECIPIENT shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

7. Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

The SUBRECIPIENT shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The SUBRECIPIENT shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by Title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

8. Affirmative Action

a. Approved Plan

The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the GOVERNMENT's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The GOVERNMENT shall provide Affirmative Action guidelines to the SUBRECIPIENT to assist in the formulation of such program.

b. W/MBE

The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business

enterprises in lieu of an independent investigation.

c. EEO/AA Statement

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

B. Labor and Employment Restrictions

The SUBRECIPIENT shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, et seq.), and 29 CFR part 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The SUBRECIPIENT 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 SUBRECIPIENT shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the GOVERNMENT for review upon request.

C. Section 3 of the Housing and Urban Development Act of 1968

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the SUBRECIPIENT and any of the SUBRECIPIENT'S subrecipients and subcontractors. Failure to fulfill these requirements shall subject the GOVERNMENT, the SUBRECIPIENT and any of the SUBRECIPIENT'S subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontractors executed under this Agreement:

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income

residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low-and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. Conduct

1. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

2. Conflict of Interest

In the procurement of supplies, equipment, construction, and services pursuant to this agreement, the SUBRECIPIENT shall comply with the conflict of interest provisions in 2 CFR 200.317 and 200.318. In all cases not governed by 2 CFR 200.317 and 200.318, the SUBRECIPIENT shall comply with the conflict of interest provisions in 24 CFR 570.611, and covenants that it presently has no financial

interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder.

3. Lobbying

The SUBRECIPIENT hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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;
b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
c. It will require that the language of paragraph (d) 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; and
d. 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.

E. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement will not be used for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

F. Drug Free Workplace

The SUBRECIPIENT shall administer a policy designed to ensure that the facilities providing services under the terms of this agreement are free from the illegal use, possession, or distribution of drugs or alcohol by its employees and beneficiaries.

G. Insurance & Bonding

The SUBRECIPIENT shall comply with the bonding and insurance requirements of 24 CFR

§200.325 and §200.310.

H. FFATA

The SUBRECIPIENT shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The SUBRECIPIENT must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The SUBRECIPIENT must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

I. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

The SUBRECIPIENT must comply with the limitations in 24 CFR 58.22 even though the SUBRECIPIENT is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making, and action (see 24 CFR part 58) and is not delegated the GOVERNMENT'S responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

J. Relocation, Real Property Acquisition and One-for-One Housing Replacement

The SUBRECIPIENT agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606 (c) governing the Residential Antidisplacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in §570.606(d) governing optional relocation policies. The SUBRECIPIENT shall provide relocation assistance to persons (families, individuals, businesses, non-profit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The SUBRECIPIENT also agrees to comply with applicable GOVERNMENT policies concerning the displacement of persons from their residences.

VI. GENERAL CONDITIONS

A. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants CDBG). The SUBRECIPIENT also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The SUBRECIPIENT further agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. SUBRECIPIENT agrees to defend, indemnify, and hold harmless GOVERNMENT from

any and all losses or claims of whatever kind, that are in any way incidental to, or connected with, or that arise or alleged to have arisen, directly or indirectly, in whole or in part, from the execution, performance, or breach of this contract by SUBRECIPIENT, including any environmental problems, including, without limitation, soil and/or water contamination, and remedial investigations and feasibility studies thereof, which exist at or prior to the contract commencement date, regardless of when such losses or claims are made or incurred. This indemnity agreement shall in no way be limited by any financial responsibility, or loss control requirements below, and shall survive the termination of this contract.

For the purposes of this Indemnity Provision:

1. The word "defend" includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at SUBRECIPIENT'S expense, using attorneys approved in writing by GOVERNMENT, which approval shall not be unreasonably withheld.

2. The word "claims" includes, but is not limited to, claims, demands, liens, suits, notices of violation from Governmental agencies, and other causes of action of whatever kind.

3. The word "losses" includes, but is not limited to: attorney fees and expenses; costs of litigation; court or administrative costs; 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 SUBRECIPIENT and GOVERNMENT, and damage to, or destruction of, any property, including the property of GOVERNMENT.

C. The SUBRECIPIENT shall provide Workers' Compensation insurance coverage for all its employees involved in the performance of this Agreement.

D. If this Agreement results in any copyrightable material or inventions, the GOVERNMENT and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

E. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the GOVERNMENT and the SUBRECIPIENT.

F. The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GOVERNMENT thereto; provided, however, that claims for money due or to become due to the GOVERNMENT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GOVERNMENT.

G. GOVERNMENT and the SUBRECIPIENT each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.

H. Any notices, consents, waivers or other communications required or permitted to be given

under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by email (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (iii) when delivered or mailed by certified mail, postage prepaid, or return receipt requested. The addresses for such communications shall be to the respective addresses or of the parties as set forth in the Agreement, or at such other address as such parties shall have furnished in writing.

IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton

Linda Gorton, Mayor

ATTEST:

Clerk of Urban County Council

Deputy

FOUNDATION FOR AFFORDABLE HOUSING, INC.

BY Phillip N. Gray, President

Phillip Gray, President

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBRECIPIENT AGREEMENT

THIS AGREEMENT, made and entered into on 17th day of Jan., 2025, 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"), and **REPAIRERS OF THE BREACH, INC.,** a Kentucky non-profit corporation pursuant to KRS Chapter 273, and whose post office address is PO Box 34152, Lexington, Kentucky 40588 (hereinafter referred to as (hereinafter referred to as 'SUBRECIPIENT").

WHEREAS, the GOVERNMENT has been awarded federal funds from the U.S. Department of Housing and Urban Development's (hereinafter referred to as "HUD") Community Development Block Grant Program (CFDA 14.218) pursuant to which HUD has agreed to make a grant to the Government under Federal Award Number B-24-MC-21-0004 awarded December 3, 2024;

WHEREAS, the GOVERNMENT'S 2024 Consolidated Plan/Annual Action Plan allocates $20,000 in funds to the SUBRECIPIENT, Repairers of the Breach, Inc., with Unique Entity Identifier LZ9VT9KVA5X3 for operation of the E7 Kids Café youth services program located at 180 E. Maxwell Street, Lexington, Kentucky, 40508 principally for low-income persons in Census Tracts #9 and #19;

WHEREAS, the SUBRECIPIENT has agreed to be responsible for the provision of these services;

WHEREAS, the GOVERNMENT's responsibility for ensuring compliance with all grant requirements necessitates a written agreement with the SUBRECIPIENT;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, pursuant to grant requirements, the parties hereto agree as follows:

I. STATEMENT OF WORK

A. Activities

The SUBRECIPIENT will be responsible for the operation of the E7 Kids Café youth services program which is an after-school program that provides meals, tutoring, computer access, field trips and educational enrichment activities. The services shall be operated in a manner satisfactory to the GOVERNMENT and in compliance with all local, state, and federal laws and regulations.

B. National Objectives

The SUBRECIPIENT certifies that the activities carried out with funds provided under this Agreement will benefit low- and moderate-income persons. The SUBRECIPIENT shall document that at least 51% of the participants in this mentoring program are low- and moderate-income.

C. Performance Monitoring

The GOVERNMENT shall monitor the performance of the SUBRECIPIENT as necessary and in accordance with regulations on SUBRECIPIENT Monitoring and Management, 2 CFR 200.330 – 2 CFR 200.332, to ensure SUBRECIPIENT compliance with all of the requirements of this agreement, including the timeframes and performance goals associated with the activities. Substandard performance as determined by the GOVERNMENT will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within days after being notified by the GOVERNMENT, the GOVERNMENT may impose additional conditions on the SUBRECIPIENT and its use of CDBG funds consistent with 2 CFR 200.207, suspend or terminate this agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.338.

The goals for this project are:

- 15% increase program participation during the next 12 months.
- 80% of after-school program participants will show improved mathematic assessment scores.
- 75% of after-school program participants will show improved reading assessment scores.
- 80% of program participants will report improved confidence in grade-level math activities.
- 75% of program participants will report improved confidence in grade-level reading.

D. Budget and Use of Funds

Funds in the amount of $20,000 shall be used exclusively for personnel costs. The approved budget is below:

Salaries	$20,000
Total	$20,000

The SUBRECIPIENT may only carry out the activities described in this agreement. The SUBRECIPIENT is prohibited from charging to the subaward the costs of CDBG ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this agreement for political activities, inherently religious activities, or lobbying.

E. Payment

It is expressly agreed and understood that the total amount to be paid by the GOVERNMENT under this Agreement shall not exceed $20,000. The SUBRECIPIENT shall invoice the GOVERNMENT on a monthly basis for the reimbursement of actual expenditures incurred. SUBRECIPIENT's invoice must be for the services and eligible expense specified in Paragraph D above. SUBRECIPIENT's invoice must include copies of employee timesheets, payroll reports, documentation of payment of payroll taxes and fringe benefits, and copies of competitive quotations for all expenses as applicable.

F. Schedule – Time of Performance

The term of this Agreement shall be December 3, 2024, through December 31, 2025.

G. Timeliness

SUBRECIPIENT must invoice the GOVERNMENT for funds expended at least quarterly beginning no later than three months from the effective date of this agreement. Failure to submit an invoice in two or more consecutive quarters may result in termination of the agreement and reallocation of unspent funds at the discretion of the GOVERNMENT.

II. RECORDS AND REPORTS

A. Records to be Maintained

The SUBRECIPIENT shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG Program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
6. Financial records as required by 24 CFR Part 570.502, and 24 CFR 84, and
7. Other records necessary to document compliance with Subpart K of 24 CFR 570.

B. Client Data and Other Sensitive Information

The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to government monitors or their designees for review upon request.

The SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the GOVERNMENT's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

C. Retention

The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this Agreement. Records of non-expendable property acquired with funds under this

Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

D. Reporting

1. Quarterly Reports

The SUBRECIPIENT shall submit to the GOVERNMENT quarterly reports for each quarter during which these federal funds are used for program operations. Quarterly reports are due as follows:

Quarter	**Due**
July-September	October 30
October-December	January 30
January-March	April 30
April-June	July 30

The quarterly reports shall provide information on the number of individuals (youth and adults) with improved access to services, and their race, ethnicity, national origin, age, sex, and disability. Quarterly reports shall provide narrative description of the services provided and shall provide information on the percentage of tutoring program participants who meet their initial learning objectives within 3 months, on the percentage of tutoring program participants who show improved school grades, and the percentage who show improved results on teacher evaluations.

2. Annual Reports

An annual report is required and shall provide the following information about the employees of the SUBRECIPIENT'S organization: race, age, sex, and disability. Additional annual reports required are the "Unserved" and the "Program Participant" reports. Annual reports shall be submitted to the GOVERNMENT no later than July 30th.

E. Project Close-out

The SUBRECIPIENT's obligation to the GOVERNMENT shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials), equipment, unspent cash advances, program income balances, and accounts receivable to the GOVERNMENT and determining the custodianship of records.

F. Audits, Inspections and Monitoring

1. Single Audit

The SUBRECIPIENT must be audited as required by 2 CFR part 200, subpart F when it is expected that the SUBRECIPIENT's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

SUBRECIPIENT shall submit a copy of the audit report to the Federal Audit Clearinghouse within 30 days after receipt of the audit report, but not later than nine months after the end of the audit period. Concurrently with the submission of the audit report to the Federal Audit Clearinghouse, SUBRECIPIENT shall submit a copy of the audit report to the GOVERNMENT'S Division of Grants and Special Programs. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of the future payments.

2. Inspections and Monitoring

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the GOVERNMENT, grantor agency, their designees or the federal government, at any time during normal business hours, as often as the grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data to meet the requirements of 2 CFR part 200.

The SUBRECIPIENT must submit to monitoring of its activities by the GOVERNMENT as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

G. Access to Records

The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by GOVERNMENT, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

III. PROGRAM INCOME

"Program Income" means gross income received by SUBRECIPIENT that was generated from the use of CDBG funds. Program income includes, but is not limited to the following:

a. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
b. Proceeds from the disposition of equipment purchased with CDBG funds;
c. Gross income from the use or rental of real or personal property acquired by SUBRECIPIENT with CDBG funds, less the costs incidental to the generation of such income;
d. Gross income from the use or rental of real property owned by SUBRECIPIENT that was constructed or improved with CDBG funds, less

the costs incidental to the generation of such income;

Pursuant to the requirements set forth in § 570.504(c), the GOVERNMENT will require remittance of all program income balances (including investments thereof) held by the SUBRECIPIENT to the GOVERNMENT.

IV. SUSPENSION AND TERMINATION

This Agreement, in accordance with 24 CFR 85.43 can be terminated if SUBRECIPIENT 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 the GOVERNMENT.

V. REVERSION OF ASSETS

When the Agreement ends, the SUBRECIPIENT must transfer to the GOVERNMENT any CDBG funds on hand and accounts receivable attributable to the use of CDBG monies.

Pursuant to 24 CFR 570.503, if property is either acquired or improved with CDBG funds in excess of $25,000, the use of that property for the approved purpose must continue; in the case of personal property, generally for if the SUBRECIPIENT owns it and the property is needed for the CDBG activity, and in the case of real property (acquired or improved with CDBG funds in excess of $25,000), generally for at least 5 years following the expiration of the SUBRECIPIENT Agreement.

VI. UNIFORM ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with the applicable provisions in 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. These provisions include:

A. Financial & Program Management

The SUBRECIPIENT shall expend and account for all CDBG funds received under this agreement in accordance with 2 CFR part 200, including 2 CFR part 200, subpart D, which covers Standards for Financial and Program Management and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with 2 CFR part 200, subpart E. All items of cost listed in 2 CFR part 200, subpart E, that require prior Federal agency approval are allowable without prior approval of the GOVERNMENT to the extent they comply with the general policies and principles stated in 2 CFR part 200, subpart E and are otherwise eligible under this agreement.

C. Procurement and Contractor Oversight

The SUBRECIPIENT shall comply with the procurement standards in 2 CFR §200.318 - §200.326 when procuring property and services under this agreement and shall subsequently

follow property management standards as provided by 2 CFR 200.344.

1. Equipment

The SUBRECIPIENT shall comply with current GOVERNMENT policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

2. Debarment Certification

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities at (24 CFR 570.489(l)). CDBG funds may not be provided to excluded or disqualified persons.

3. Contractor Oversight

The SUBRECIPIENT shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. The SUBRECIPIENT shall impose the SUBRECIPIENT'S obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

4. Subcontracts

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GOVERNMENT prior to the execution of such agreement. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure compliance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the GOVERNMENT along with documentation concerning the selection process.

VII. OTHER PROGRAM REQUIREMENTS

A. Nondiscrimination

5. 24 CFR Part 6

The SUBRECIPIENT will comply with 24 CFR part 6, which implements the provisions of section 109 of Title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied

the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

The SUBRECIPIENT will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG funds. Thus, the SUBRECIPIENT shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

In accordance with 24 CFR 5.105 and section 2-33 of the Code of Ordinances of the Lexington-Fayette Urban County Government, the SUBRECIPIENT shall ensure that HUD-assisted housing or other services being provided pursuant to this agreement shall be made available without regard to actual or perceived sexual orientation, gender identity or marital status. Neither SUBRECIPIENT nor any of its agents will inquire about the sexual orientation or gender identity of any applicant for or person receiving HUD-assisted housing or other services

6. Architectural Barriers Act and the Americans with Disabilities Act

   The SUBRECIPIENT shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

7. Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

   The SUBRECIPIENT shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The SUBRECIPIENT shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by Title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

8. Affirmative Action

a. Approved Plan

The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the GOVERNMENT's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The GOVERNMENT shall provide Affirmative Action guidelines to the SUBRECIPIENT to assist in the formulation of such program.

b. W/MBE

The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. EEO/AA Statement

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

B. Labor and Employment Restrictions

The SUBRECIPIENT shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, et seq.), and 29 CFR part 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The SUBRECIPIENT 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 SUBRECIPIENT shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the GOVERNMENT for review upon request.

C. Section 3 of the Housing and Urban Development Act of 1968

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR part 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the SUBRECIPIENT and any of the SUBRECIPIENT'S subrecipients and subcontractors. Failure to fulfill these requirements shall subject the GOVERNMENT, the SUBRECIPIENT and any of the SUBRECIPIENT'S subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontractors executed under this Agreement:

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low-and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or

understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. Conduct

1. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

2. Conflict of Interest

In the procurement of supplies, equipment, construction, and services pursuant to this agreement, the SUBRECIPIENT shall comply with the conflict of interest provisions in 2 CFR 200.317 and 200.318. In all cases not governed by 2 CFR 200.317 and 200.318, the SUBRECIPIENT shall comply with the conflict of interest provisions in 24 CFR 570.611, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder.

3. Lobbying

The SUBRECIPIENT hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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;
b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
c. It will require that the language of paragraph (d) 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; and
d. 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.

E. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement will not be used for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

F. Drug Free Workplace

The SUBRECIPIENT shall administer a policy designed to ensure that the facilities providing services under the terms of this agreement are free from the illegal use, possession, or distribution of drugs or alcohol by its employees and beneficiaries.

G. Insurance & Bonding

The SUBRECIPIENT shall comply with the bonding and insurance requirements of 24 CFR §200.325 and §200.310.

H. FFATA

The SUBRECIPIENT shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The SUBRECIPIENT must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The SUBRECIPIENT must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

I. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

The SUBRECIPIENT must comply with the limitations in 24 CFR 58.22 even though the SUBRECIPIENT is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making, and action (see 24 CFR part 58) and is not delegated the GOVERNMENT'S responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

J. Relocation, Real Property Acquisition and One-for-One Housing Replacement

The SUBRECIPIENT agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing

regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606 (c) governing the Residential Antidisplacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in §570.606(d) governing optional relocation policies. The SUBRECIPIENT shall provide relocation assistance to persons (families, individuals, businesses, non-profit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The SUBRECIPIENT also agrees to comply with applicable GOVERNMENT policies concerning the displacement of persons from their residences.

VI. GENERAL CONDITIONS

A. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants CDBG). The SUBRECIPIENT also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The SUBRECIPIENT further agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. SUBRECIPIENT agrees to defend, indemnify, and hold harmless GOVERNMENT from any and all losses or claims of whatever kind, that are in any way incidental to, or connected with, or that arise or alleged to have arisen, directly or indirectly, in whole or in part, from the execution, performance, or breach of this contract by SUBRECIPIENT, including any environmental problems, including, without limitation, soil and/or water contamination, and remedial investigations and feasibility studies thereof, which exist at or prior to the contract commencement date, regardless of when such losses or claims are made or incurred. This indemnity agreement shall in no way be limited by any financial responsibility, or loss control requirements below, and shall survive the termination of this contract.

   For the purposes of this Indemnity Provision:

   1. The word "defend" includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at SUBRECIPIENT'S expense, using attorneys approved in writing by GOVERNMENT, which approval shall not be unreasonably withheld.

   2. The word "claims" includes, but is not limited to, claims, demands, liens, suits, notices of violation from Governmental agencies, and other causes of action of whatever kind.

   3. The word "losses" includes, but is not limited to: attorney fees and expenses; costs of litigation; court or administrative costs; 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 SUBRECIPIENT and GOVERNMENT, and damage to, or destruction of, any property, including the property of GOVERNMENT.

C. The SUBRECIPIENT shall provide Workers' Compensation insurance coverage for all its employees involved in the performance of this Agreement.

D. If this Agreement results in any copyrightable material or inventions, the GOVERNMENT and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

E. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the GOVERNMENT and the SUBRECIPIENT.

F. The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GOVERNMENT thereto; provided, however, that claims for money due or to become due to the GOVERNMENT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GOVERNMENT.

G. GOVERNMENT and the SUBRECIPIENT each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.

H. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by email (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (iii) when delivered or mailed by certified mail, postage prepaid, or return receipt requested. The addresses for such communications shall be to the respective addresses or of the parties as set forth in the Agreement, or at such other address as such parties shall have furnished in writing.

IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton

Linda Gorton, Mayor

ATTEST:

Mackenzie Stack

Clerk of Urban County Council

Deputy

REPAIRERS OF THE BREACH, INC.

BY Ashlee Vogelsang

Ashlee Vogelsang, Executive Director

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

AGREEMENT

THIS AGREEMENT, made and entered into on this 10th day of February, 2025, 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"), and **LEXINGTON-FAYETTE COUNTY HUMAN RIGHTS COMMISSION**, (hereinafter referred to as "SUBRECIPIENT"), an agency created pursuant to Article 7, Section 7.17 of the Lexington-Fayette Urban County Government Charter, with offices located at 342 Waller Ave., Suite 1A, Lexington, Kentucky 40504;

WHEREAS, the GOVERNMENT has been awarded federal funds from the U.S. Department of Housing and Urban Development's (hereinafter referred to as "HUD") Community Development Block Grant Program (CFDA 14.218) pursuant to which HUD has agreed to make a grant to the Government under Federal Award Number B-24-MC-21-0004 awarded December 3, 2024;

WHEREAS, the GOVERNMENT'S 2024 Consolidated Plan allocates $25,000 in funds to the SUBRECIPIENT Lexington-Fayette County Human Rights Commission, with Unique Entity Identifier K4A4SNZG2YY9 for Fair Housing Enforcement, Education and Outreach;

WHEREAS, the SUBRECIPIENT has agreed to be responsible for the provision of these services;

WHEREAS, the GOVERNMENT's responsibility for ensuring compliance with all grant requirements necessitates a written agreement with the SUBRECIPIENT;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, pursuant to grant requirements, the parties hereto agree as follows:

I. STATEMENT OF WORK

A. Activities

The SUBRECIPIENT will be responsible for the operation of a Fair Housing Enforcement, Education and Outreach Program. The services shall be operated in a manner satisfactory to the GOVERNMENT and in compliance with all local, state, and federal laws and regulations.

B. National Objectives

The SUBRECIPIENT certifies that the activities carried out with funds provided under this Agreement will benefit low- and moderate-income persons.

C. Performance Monitoring

The GOVERNMENT shall monitor the performance of the SUBRECIPIENT as necessary and in accordance with regulations on SUBRECIPIENT Monitoring and Management, 2 CFR 200.330 – 2 CFR 200.332, to ensure SUBRECIPIENT compliance with all of the requirements of this agreement, including the timeframes and performance goals associated with the activities. Substandard performance as determined by the GOVERNMENT will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT after being notified by the GOVERNMENT, the GOVERNMENT may impose additional conditions on the SUBRECIPIENT and its use of CDBG funds consistent with 2 CFR 200.207, suspend or terminate this agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.338.

The goals for this project are:

- The staff will reduce the percentage of closed housing cases over 100 days from 78% to 45%;
- The staff will conciliate at least 40% of housing complaints;
- Provide training and/or technical assistance to at least 10 housing providers and two (2) housing provider trade associations;
- Continue outreach efforts to increase the number of housing enforcement actions that involve national origin, especially complaints with Hispanic as a basis;
- Continue outreach efforts to the disabled community in an effort to increase the number of housing enforcement actions with disability as a basis;
- Continue outreach efforts to victims of domestic violence as it pertains to discrimination in housing on the basis of sex;
- Advertise in housing consumer-oriented publications such as ethnic newspapers and news journals

D. Budget and Use of Funds

Funds in the amount of $25,000 shall be used exclusively for fair housing related activities. Funds shall be used for the employment and/or retention of a full-time Fair Housing Investigator, for operation of fair housing investigations, mediations, and for related fair housing activities such as advertising. Total funds of $25,000 may be used for personnel costs for salaries as provided for in the approved budget. No federal funds may be spent for food or entertainment. All purchases for promotional items must have the prior approval of the Division of Grants and Special Programs. The approved budget is below:

Salaries	$25,000.00
Total	$25,000.00

The SUBRECIPIENT may only carry out the activities described in this agreement. The SUBRECIPIENT is prohibited from charging to the subaward the costs of CDBG ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this agreement for political activities, inherently religious activities, or lobbying.

E. Payment

It is expressly agreed and understood that the total amount to be paid by the GOVERNMENT under this Agreement shall not exceed $25,000. The SUBRECIPIENT shall invoice the GOVERNMENT on a monthly basis for the reimbursement of actual expenditures incurred. SUBRECIPIENT's invoice must be for the services and eligible expense specified in Paragraph D above. SUBRECIPIENT's invoice must include copies of employee timesheets, payroll reports, documentation of payment of payroll taxes and fringe benefits, and copies of competitive quotations for all expenses.

F. Schedule – Time of Performance

The term of this Agreement shall December 3, 2024, through December 31, 2025.

G. Timeliness

SUBRECIPIENT must invoice the GOVERNMENT for funds expended at least quarterly beginning no later than three months from the effective date of this agreement. Failure to submit an invoice in two or more consecutive quarters may result in termination of the agreement and reallocation of unspent funds at the discretion of the GOVERNMENT.

II. RECORDS AND REPORTS

A. Records to be Maintained

The SUBRECIPIENT shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG Program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
6. Financial records as required by 24 CFR Part 570.502, and 24 CFR 84, and
7. Other records necessary to document compliance with Subpart K of 24 CFR 570.

B. Client Data and Other Sensitive Information

The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to government monitors or their designees for review upon request.

The SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the GOVERNMENT's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

C. Retention

The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this Agreement. Records of non-expendable property acquired with funds under this Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

D. Reporting

1. Quarterly Reports

The SUBRECIPIENT shall submit to the GOVERNMENT quarterly reports for each quarter during which these federal funds are used for program operations. Quarterly reports are due as follows:

Quarter	**Due**
July-September	October 30
October-December	January 30
January-March	April 30
April-June	July 30

Quarterly reports shall provide information on the activities accomplished. Specifically, quarterly reports shall provide information on the number of housing providers and advocates trained in compliance with fair housing issues. In addition an annual report shall provide the following information about the employees of the SUBRECIPIENT'S organization: race, age, sex, and disability.

2. Annual Reports

An annual report is required and shall provide the following information about the employees of the SUBRECIPIENT'S organization: race, age, sex, and disability. Additional annual reports required are the "Unserved" and the "Program Participant" reports. Annual reports shall be submitted to the GOVERNMENT no later than July 30th.

E. Project Close-out

The SUBRECIPIENT's obligation to the GOVERNMENT shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials), equipment, unspent cash advances, program income balances, and accounts receivable to the GOVERNMENT and determining the custodianship of records.

F. Audits, Inspections and Monitoring

1. Single Audit

The SUBRECIPIENT must be audited as required by 2 CFR part 200, subpart F when it is expected that the SUBRECIPIENT's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

SUBRECIPIENT shall submit a copy of the audit report to the Federal Audit Clearinghouse within 30 days after receipt of the audit report, but not later than nine months after the end of the audit period. Concurrently with the submission of the audit report to the Federal Audit Clearinghouse, SUBRECIPIENT shall submit a copy of the audit report to the GOVERNMENT'S Division of Grants and Special Programs. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of the future payments.

2. Inspections and Monitoring

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the GOVERNMENT, grantor agency, their designees or the federal government, at any time during normal business hours, as often as the grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data to meet the requirements of 2 CFR part 200.

The SUBRECIPIENT must submit to monitoring of its activities by the GOVERNMENT as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

G. Access to Records

The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by GOVERNMENT, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the

rules, regulations and provisions stated herein.

III. PROGRAM INCOME

"Program Income" means gross income received by SUBRECIPIENT that was generated from the use of CDBG funds. Program income includes, but is not limited to the following:

a. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
b. Proceeds from the disposition of equipment purchased with CDBG funds;
c. Gross income from the use or rental of real or personal property acquired by SUBRECIPIENT with CDBG funds, less the costs incidental to the generation of such income;
d. Gross income from the use or rental of real property owned by SUBRECIPIENT that was constructed or improved with CDBG funds, less the costs incidental to the generation of such income;

Pursuant to the requirements set forth in § 570.504(c), the GOVERNMENT will require remittance of all program income balances (including investments thereof) held by the SUBRECIPIENT to the GOVERNMENT.

IV. SUSPENSION AND TERMINATION

This Agreement, in accordance with 24 CFR 85.43 can be terminated if SUBRECIPIENT 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 the GOVERNMENT.

V. REVERSION OF ASSETS

When the Agreement ends, the SUBRECIPIENT must transfer to the GOVERNMENT any CDBG funds on hand and accounts receivable attributable to the use of CDBG monies.

Pursuant to 24 CFR 570.503, if property is either acquired or improved with CDBG funds in excess of $25,000, the use of that property for the approved purpose must continue; in the case of personal property, generally for if the SUBRECIPIENT owns it and the property is needed for the CDBG activity, and in the case of real property (acquired or improved with CDBG funds in excess of $25,000), generally for at least 5 years following the expiration of the SUBRECIPIENT Agreement.

VI. UNIFORM ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with the applicable provisions in 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. These provisions include:

A. Financial & Program Management

The SUBRECIPIENT shall expend and account for all CDBG funds received under this agreement in accordance with 2 CFR part 200, including 2 CFR part 200, subpart D, which covers Standards for Financial and Program Management and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with 2 CFR part 200, subpart E. All items of cost listed in 2 CFR part 200, subpart E, that require prior Federal agency approval are allowable without prior approval of the GOVERNMENT to the extent they comply with the general policies and principles stated in 2 CFR part 200, subpart E and are otherwise eligible under this agreement.

C. Procurement and Contractor Oversight

The SUBRECIPIENT shall comply with the procurement standards in 2 CFR §200.318 - §200.326 when procuring property and services under this agreement and shall subsequently follow property management standards as provided by 2 CFR 200.344.

1. Equipment

The SUBRECIPIENT shall comply with current GOVERNMENT policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

2. Debarment Certification

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities at (24 CFR 570.489(l)). CDBG funds may not be provided to excluded or disqualified persons.

3. Contractor Oversight

The SUBRECIPIENT shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. The SUBRECIPIENT shall impose the SUBRECIPIENT'S obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

4. Subcontracts

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GOVERNMENT prior to the execution of such agreement. The SUBRECIPIENT

will monitor all subcontracted services on a regular basis to assure compliance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the GOVERNMENT along with documentation concerning the selection process.

VII. OTHER PROGRAM REQUIREMENTS

A. Nondiscrimination

5. 24 CFR Part 6

The SUBRECIPIENT will comply with 24 CFR part 6, which implements the provisions of section 109 of Title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

The SUBRECIPIENT will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG funds. Thus, the SUBRECIPIENT shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

In accordance with 24 CFR 5.105 and section 2-33 of the Code of Ordinances of the Lexington-Fayette Urban County Government, the SUBRECIPIENT shall ensure that HUD-assisted housing or other services being provided pursuant to this agreement shall be made available without regard to actual or perceived sexual orientation, gender identity or marital status. Neither SUBRECIPIENT nor any of its agents will inquire about the sexual orientation or gender identity of any applicant for or person receiving HUD-assisted housing or other services

6. Architectural Barriers Act and the Americans with Disabilities Act

The SUBRECIPIENT shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building

or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

7. Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

The SUBRECIPIENT shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The SUBRECIPIENT shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by Title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

8. Affirmative Action

a. Approved Plan

The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the GOVERNMENT's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The GOVERNMENT shall provide Affirmative Action guidelines to the SUBRECIPIENT to assist in the formulation of such program.

b. W/MBE

The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. EEO/AA Statement

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed or on

behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

B. Labor and Employment Restrictions

The SUBRECIPIENT shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, et seq.), and 29 CFR part 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The SUBRECIPIENT 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 SUBRECIPIENT shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the GOVERNMENT for review upon request.

C. Section 3 of the Housing and Urban Development Act of 1968

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the SUBRECIPIENT and any of the SUBRECIPIENT'S subrecipients and subcontractors. Failure to fulfill these requirements shall subject the GOVERNMENT, the SUBRECIPIENT and any of the SUBRECIPIENT'S subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontractors executed under this Agreement:

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is

located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low-and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. Conduct

1. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

2. Conflict of Interest

In the procurement of supplies, equipment, construction, and services pursuant to this agreement, the SUBRECIPIENT shall comply with the conflict of interest provisions in 2 CFR 200.317 and 200.318. In all cases not governed by 2 CFR 200.317 and 200.318, the SUBRECIPIENT shall comply with the conflict of interest provisions in 24 CFR 570.611, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would

conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder.

3. Lobbying

The SUBRECIPIENT hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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;
b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
c. It will require that the language of paragraph (d) 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; and
d. 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.

E. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement will not be used for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

F. Drug Free Workplace

The SUBRECIPIENT shall administer a policy designed to ensure that the facilities providing services under the terms of this agreement are free from the illegal use, possession, or distribution of drugs or alcohol by its employees and beneficiaries.

G. Insurance & Bonding

The SUBRECIPIENT shall comply with the bonding and insurance requirements of 24 CFR §200.325 and §200.310.

H. FFATA

The SUBRECIPIENT shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The SUBRECIPIENT must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The SUBRECIPIENT must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

I. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

The SUBRECIPIENT must comply with the limitations in 24 CFR 58.22 even though the SUBRECIPIENT is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making, and action (see 24 CFR part 58) and is not delegated the GOVERNMENT'S responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

J. Relocation, Real Property Acquisition and One-for-One Housing Replacement

The SUBRECIPIENT agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606 (c) governing the Residential Antidisplacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in §570.606(d) governing optional relocation policies. The SUBRECIPIENT shall provide relocation assistance to persons (families, individuals, businesses, non-profit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The SUBRECIPIENT also agrees to comply with applicable GOVERNMENT policies concerning the displacement of persons from their residences.

VI. GENERAL CONDITIONS

A. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants CDBG). The SUBRECIPIENT also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The SUBRECIPIENT further agrees to use funds available under this Agreement to supplement rather than supplant funds

otherwise available.

B. SUBRECIPIENT agrees to defend, indemnify, and hold harmless GOVERNMENT from any and all losses or claims of whatever kind, that are in any way incidental to, or connected with, or that arise or alleged to have arisen, directly or indirectly, in whole or in part, from the execution, performance, or breach of this contract by SUBRECIPIENT, including any environmental problems, including, without limitation, soil and/or water contamination, and remedial investigations and feasibility studies thereof, which exist at or prior to the contract commencement date, regardless of when such losses or claims are made or incurred. This indemnity agreement shall in no way be limited by any financial responsibility, or loss control requirements below, and shall survive the termination of this contract.

   For the purposes of this Indemnity Provision:

   1. The word "defend" includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at SUBRECIPIENT'S expense, using attorneys approved in writing by GOVERNMENT, which approval shall not be unreasonably withheld.

   2. The word "claims" includes, but is not limited to, claims, demands, liens, suits, notices of violation from Governmental agencies, and other causes of action of whatever kind.

   3. The word "losses" includes, but is not limited to: attorney fees and expenses; costs of litigation; court or administrative costs; 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 SUBRECIPIENT and GOVERNMENT, and damage to, or destruction of, any property, including the property of GOVERNMENT.

C. The SUBRECIPIENT shall provide Workers' Compensation insurance coverage for all its employees involved in the performance of this Agreement.

D. If this Agreement results in any copyrightable material or inventions, the GOVERNMENT and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

E. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the GOVERNMENT and the SUBRECIPIENT.

F. The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GOVERNMENT thereto; provided, however, that claims for money due or to become due to the GOVERNMENT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GOVERNMENT.

G. GOVERNMENT and the SUBRECIPIENT each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.

H. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by email (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (iii) when delivered or mailed by certified mail, postage prepaid, or return receipt requested. The addresses for such communications shall be to the respective addresses or of the parties as set forth in the Agreement, or at such other address as such parties shall have furnished in writing.

IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton

Linda Gorton, Mayor

ATTEST:

Mackenzie Stack

Clerk of Urban County Council

Deputy

LEXINGTON-FAYETTE URBAN COUNTY HUMAN RIGHTS COMMISSION

Ray Sexton

Ray Sexton, Executive Director

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBRECIPIENT AGREEMENT

THIS AGREEMENT, made and entered into on 25 day of Feb., 2025, 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"), and **NEW BEGINNINGS, BLUEGRASS, INC.,** a Kentucky non-profit corporation pursuant to KRS Chapter 273, and whose post office address is 1353 West Main Street, Suite 100 Lexington, Kentucky 40508 (hereinafter referred to as (hereinafter referred to as 'SUBRECIPIENT").

WHEREAS, the GOVERNMENT has been awarded federal funds from the U.S. Department of Housing and Urban Development's (hereinafter referred to as "HUD") Community Development Block Grant Program (CFDA 14.218) pursuant to which HUD has agreed to make a grant to the Government under Federal Award Number B-24-MC-21-0004 awarded December 3, 2024;

WHEREAS, the GOVERNMENT'S 2024 Consolidated Plan/Annual Action Plan allocates $54,000 in funds to the SUBRECIPIENT, New Beginnings, Bluegrass, Inc., Unique Entity Identifier YZJ5BCBJAPM5 for operating the Housing Navigation Permanent Supportive Housing Program;

WHEREAS, the SUBRECIPIENT has agreed to be responsible for the provision of these services;

WHEREAS, the GOVERNMENT's responsibility for ensuring compliance with all grant requirements necessitates a written agreement with the SUBRECIPIENT;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, pursuant to grant requirements, the parties hereto agree as follows:

I. STATEMENT OF WORK

A. Activities

The SUBRECIPIENT will be responsible for the operation of a program that provides housing navigation supportive services to low-income persons with serious mental illnesses who are ready to transition from an institutional setting to permanent housing but have no immediate options available. The services shall be operated in a manner satisfactory to the GOVERNMENT and in compliance with all local, state, and federal laws and regulations.

B. National Objectives

The SUBRECIPIENT certifies that the activities carried out with funds provided under this Agreement will benefit low- and moderate-income persons. The SUBRECIPIENT shall document that at least 51% of the participants in this program are low- and moderate-income.

C. Performance Monitoring

The GOVERNMENT shall monitor the performance of the SUBRECIPIENT as necessary and in accordance with regulations on SUBRECIPIENT Monitoring and Management, 2 CFR 200.330 – 2 CFR 200.332, to ensure SUBRECIPIENT compliance with all of the requirements of this agreement, including the timeframes and performance goals associated with the activities. Substandard performance as determined by the GOVERNMENT will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within days after being notified by the GOVERNMENT, the GOVERNMENT may impose additional conditions on the SUBRECIPIENT and its use of CDBG funds consistent with 2 CFR 200.207, suspend or terminate this agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.338.

The primary indicator of success for the Housing Navigator is whether program participants obtain and maintain safe, decent, and affordable housing. To that end, the goals for this project are:

- At least 75% of participants who are experiencing homelessness to secure permanent housing in the community.
- At least 75% of the participants who secure permanent housing will maintain their housing for at least 6 months.

D. Budget and Use of Funds

Funds in the amount of $54,000 shall be used exclusively for personnel and operating costs which includes salaries, fringe, supplies to complete daily services to clients, cell phone service, HMIS license, and Cornerstone Supportive Housing Training costs. The approved budget is below:

Salaries	$ 40,697
Fringe	$ 12,803
Supplies	$ 500
Total	$ 54,000

The SUBRECIPIENT may only carry out the activities described in this agreement. The SUBRECIPIENT is prohibited from charging to the subaward the costs of CDBG ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this agreement for political activities, inherently religious activities, or lobbying.

E. Payment

It is expressly agreed and understood that the total amount to be paid by the GOVERNMENT under this Agreement shall not exceed $54,000. The SUBRECIPIENT shall invoice the GOVERNMENT on a monthly basis for the reimbursement of actual expenditures incurred. SUBRECIPIENT's invoice must be for the services and eligible expense specified in Paragraph D above. SUBRECIPIENT's invoice must include copies of employee timesheets, payroll reports, documentation of payment of payroll taxes and fringe benefits, and copies of competitive quotations for all expenses as applicable.

F. Schedule – Time of Performance

The term of this Agreement shall be December 3, 2024, through December 31, 2025.

G. Timeliness

SUBRECIPIENT must invoice the GOVERNMENT for funds expended at least quarterly beginning no later than three months from the effective date of this agreement. Failure to submit an invoice in two or more consecutive quarters may result in termination of the agreement and reallocation of unspent funds at the discretion of the GOVERNMENT.

II. RECORDS AND REPORTS

A. Records to be Maintained

The SUBRECIPIENT shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG Program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
6. Financial records as required by 24 CFR Part 570.502, and 24 CFR 84, and
7. Other records necessary to document compliance with Subpart K of 24 CFR 570.

B. Client Data and Other Sensitive Information

The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to government monitors or their designees for review upon request.

The SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the GOVERNMENT's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

C. Retention

The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this Agreement. Records of non-expendable property acquired with funds under this

Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

D. Reporting

1. Quarterly Reports

The SUBRECIPIENT shall submit to the GOVERNMENT quarterly reports for each quarter during which these federal funds are used for program operations. Quarterly reports are due as follows:

Quarter	**Due**
July-September	October 30
October-December	January 30
January-March	April 30
April-June	July 30

The quarterly reports shall provide information on the number of individuals (children and adults) served and their race, ethnicity, national origin, age, sex, and disability. Quarterly reports shall provide information about the number of persons/families moving into permanent housing.

2. Annual Reports

An annual report is required and shall provide the following information about the employees of the SUBRECIPIENT'S organization: race, age, sex, and disability. Additional annual reports required are the "Unserved" and the "Program Participant" reports. Annual reports shall be submitted to the GOVERNMENT no later than July 30th.

E. Project Close-out

The SUBRECIPIENT's obligation to the GOVERNMENT shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials), equipment, unspent cash advances, program income balances, and accounts receivable to the GOVERNMENT and determining the custodianship of records.

F. Audits, Inspections and Monitoring

1. Single Audit

The SUBRECIPIENT must be audited as required by 2 CFR part 200, subpart F when it is expected that the SUBRECIPIENT's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit

requirements.

SUBRECIPIENT shall submit a copy of the audit report to the Federal Audit Clearinghouse within 30 days after receipt of the audit report, but not later than nine months after the end of the audit period. Concurrently with the submission of the audit report to the Federal Audit Clearinghouse, SUBRECIPIENT shall submit a copy of the audit report to the GOVERNMENT'S Division of Grants and Special Programs. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of the future payments.

2. Inspections and Monitoring

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the GOVERNMENT, grantor agency, their designees or the federal government, at any time during normal business hours, as often as the grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data to meet the requirements of 2 CFR part 200.

The SUBRECIPIENT must submit to monitoring of its activities by the GOVERNMENT as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

G. Access to Records

The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by GOVERNMENT, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

III. HMIS & COORDINATED ENTRY

1. HMIS

The SUBRECIPIENT must ensure that data on all persons served and all activities assisted under CDBG are entered into the applicable community-wide HMIS (homeless management information system) in accordance with standards of the U.S. Department of Housing and Urban Development. HMIS 640 reports are due at least quarterly to the GOVERNMENT, unless otherwise instructed.

2. Coordinated Entry

The SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, with other programs targeted to homeless people in the area covered by the Lexington Continuum of Care, which provides a strategic, community-wide system to prevent and end homelessness for the area. The SUBRECIPIENT must contact the Continuum of Care Coordinator with the

Office of Homelessness Prevention and Intervention to ensure program participation in the Lexington Continuum of Care's Coordinated Entry system. All program participants enrolled by the SUBRECIPIENT must come from the Coordinated Entry process ensuring that the screening, assessment and referral of program participants are consistent with the Lexington Continuum of Care's written Coordinated Entry standards. A victim service provider may NOT choose not to use the Continuum of Care's centralized or coordinated assessment system.

IV. PROGRAM INCOME

"Program Income" means gross income received by SUBRECIPIENT that was generated from the use of CDBG funds. Program income includes, but is not limited to the following:

a. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
b. Proceeds from the disposition of equipment purchased with CDBG funds;
c. Gross income from the use or rental of real or personal property acquired by SUBRECIPIENT with CDBG funds, less the costs incidental to the generation of such income;
d. Gross income from the use or rental of real property owned by SUBRECIPIENT that was constructed or improved with CDBG funds, less the costs incidental to the generation of such income;

Pursuant to the requirements set forth in § 570.504(c), the GOVERNMENT will require remittance of all program income balances (including investments thereof) held by the SUBRECIPIENT to the GOVERNMENT.

V. SUSPENSION AND TERMINATION

This Agreement, in accordance with 24 CFR 85.43 can be terminated if SUBRECIPIENT 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 the GOVERNMENT.

VI. REVERSION OF ASSETS

When the Agreement ends, the SUBRECIPIENT must transfer to the GOVERNMENT any CDBG funds on hand and accounts receivable attributable to the use of CDBG monies.

Pursuant to 24 CFR 570.503, if property is either acquired or improved with CDBG funds in excess of $25,000, the use of that property for the approved purpose must continue; in the case of personal property, generally for if the SUBRECIPIENT owns it and the property is needed for the CDBG activity, and in the case of real property (acquired or improved with CDBG funds in excess of $25,000), generally for at least 5 years following the expiration of the SUBRECIPIENT Agreement.

VII. UNIFORM ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with the applicable provisions in 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. These provisions include:

A. Financial & Program Management

The SUBRECIPIENT shall expend and account for all CDBG funds received under this agreement in accordance with 2 CFR part 200, including 2 CFR part 200, subpart D, which covers Standards for Financial and Program Management and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with 2 CFR part 200, subpart E. All items of cost listed in 2 CFR part 200, subpart E, that require prior Federal agency approval are allowable without prior approval of the GOVERNMENT to the extent they comply with the general policies and principles stated in 2 CFR part 200, subpart E and are otherwise eligible under this agreement.

C. Procurement and Contractor Oversight

The SUBRECIPIENT shall comply with the procurement standards in 2 CFR §200.318 - §200.326 when procuring property and services under this agreement and shall subsequently follow property management standards as provided by 2 CFR 200.344.

1. Equipment

The SUBRECIPIENT shall comply with current GOVERNMENT policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

2. Debarment Certification

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities at (24 CFR 570.489(l)). CDBG funds may not be provided to excluded or disqualified persons.

3. Contractor Oversight

The SUBRECIPIENT shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. The SUBRECIPIENT shall impose the SUBRECIPIENT'S obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

4. Subcontracts

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GOVERNMENT prior to the execution of such agreement. The SUBRECIPIENT

will monitor all subcontracted services on a regular basis to assure compliance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the GOVERNMENT along with documentation concerning the selection process.

VIII. OTHER PROGRAM REQUIREMENTS

A. Nondiscrimination

5. 24 CFR Part 6

The SUBRECIPIENT will comply with 24 CFR part 6, which implements the provisions of section 109 of Title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

The SUBRECIPIENT will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG funds. Thus, the SUBRECIPIENT shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

In accordance with 24 CFR 5.105 and section 2-33 of the Code of Ordinances of the Lexington-Fayette Urban County Government, the SUBRECIPIENT shall ensure that HUD-assisted housing or other services being provided pursuant to this agreement shall be made available without regard to actual or perceived sexual orientation, gender identity or marital status. Neither SUBRECIPIENT nor any of its agents will inquire about the sexual orientation or gender identity of any applicant for or person receiving HUD-assisted housing or other services

6. Architectural Barriers Act and the Americans with Disabilities Act

The SUBRECIPIENT shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as

defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

7. Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

The SUBRECIPIENT shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The SUBRECIPIENT shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by Title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

8. Affirmative Action

a. Approved Plan

The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the GOVERNMENT's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The GOVERNMENT shall provide Affirmative Action guidelines to the SUBRECIPIENT to assist in the formulation of such program.

b. W/MBE

The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. EEO/AA Statement

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

B. Labor and Employment Restrictions

The SUBRECIPIENT shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, et seq.), and 29 CFR part 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The SUBRECIPIENT 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 SUBRECIPIENT shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the GOVERNMENT for review upon request.

C. Section 3 of the Housing and Urban Development Act of 1968

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR part 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the SUBRECIPIENT and any of the SUBRECIPIENT'S subrecipients and subcontractors. Failure to fulfill these requirements shall subject the GOVERNMENT, the SUBRECIPIENT and any of the SUBRECIPIENT'S subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontractors executed under this Agreement:

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within

the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low-and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. Conduct

1. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

2. Conflict of Interest

In the procurement of supplies, equipment, construction, and services pursuant to this agreement, the SUBRECIPIENT shall comply with the conflict of interest provisions in 2 CFR 200.317 and 200.318. In all cases not governed by 2 CFR 200.317 and 200.318, the SUBRECIPIENT shall comply with the conflict of interest provisions in 24 CFR 570.611, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder.

3. Lobbying

The SUBRECIPIENT hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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;
b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
c. It will require that the language of paragraph (d) 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; and
d. 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.

E. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement will not be used for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

F. Drug Free Workplace

The SUBRECIPIENT shall administer a policy designed to ensure that the facilities providing services under the terms of this agreement are free from the illegal use, possession, or distribution of drugs or alcohol by its employees and beneficiaries.

G. Insurance & Bonding

The SUBRECIPIENT shall comply with the bonding and insurance requirements of 24 CFR §200.325 and §200.310.

H. FFATA

The SUBRECIPIENT shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The SUBRECIPIENT must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The SUBRECIPIENT must also comply with provisions of the Federal Funding Accountability and Transparency Act, which

includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

I. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

The SUBRECIPIENT must comply with the limitations in 24 CFR 58.22 even though the SUBRECIPIENT is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making, and action (see 24 CFR part 58) and is not delegated the GOVERNMENT'S responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

J. Relocation, Real Property Acquisition and One-for-One Housing Replacement

The SUBRECIPIENT agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606 (c) governing the Residential Antidisplacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in §570.606(d) governing optional relocation policies. The SUBRECIPIENT shall provide relocation assistance to persons (families, individuals, businesses, non-profit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The SUBRECIPIENT also agrees to comply with applicable GOVERNMENT policies concerning the displacement of persons from their residences.

VI. GENERAL CONDITIONS

A. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants CDBG). The SUBRECIPIENT also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The SUBRECIPIENT further agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. SUBRECIPIENT agrees to defend, indemnify, and hold harmless GOVERNMENT from any and all losses or claims of whatever kind, that are in any way incidental to, or connected with, or that arise or alleged to have arisen, directly or indirectly, in whole or in part, from the execution, performance, or breach of this contract by SUBRECIPIENT, including any environmental problems, including, without limitation, soil and/or water contamination, and remedial investigations and feasibility studies thereof, which exist at or prior to the contract commencement date, regardless of when such losses or claims are made or incurred. This indemnity agreement shall in no way be limited by any financial responsibility, or loss control requirements below, and shall survive the termination of this contract.

For the purposes of this Indemnity Provision:

1. The word "defend" includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at SUBRECIPIENT'S expense, using attorneys approved in writing by GOVERNMENT, which approval shall not be unreasonably withheld.

2. The word "claims" includes, but is not limited to, claims, demands, liens, suits, notices of violation from Governmental agencies, and other causes of action of whatever kind.

3. The word "losses" includes, but is not limited to: attorney fees and expenses; costs of litigation; court or administrative costs; 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 SUBRECIPIENT and GOVERNMENT, and damage to, or destruction of, any property, including the property of GOVERNMENT.

C. The SUBRECIPIENT shall provide Workers' Compensation insurance coverage for all its employees involved in the performance of this Agreement.

D. If this Agreement results in any copyrightable material or inventions, the GOVERNMENT and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

E. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the GOVERNMENT and the SUBRECIPIENT.

F. The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GOVERNMENT thereto; provided, however, that claims for money due or to become due to the GOVERNMENT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GOVERNMENT.

G. GOVERNMENT and the SUBRECIPIENT each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.

H. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by email (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (iii) when delivered or mailed by certified mail, postage prepaid, or return receipt requested. The addresses for such communications shall be to the respective addresses or of the parties as set forth in the Agreement, or at such other address as such parties shall have furnished in writing.

IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton

Linda Gorton, Mayor

ATTEST:

Clerk of Urban County Council

NEW BEGINNINGS, BLUEGRASS, INC.

BY Christy Shuffett

Christy Shuffett, Executive Director

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBRECIPIENT AGREEMENT

THIS AGREEMENT, made and entered into on 25 day of Feb 2025, 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"), and **CENTRAL CHRISTIAN CHURCH (DISCIPLES OF CHRIST), INC.,** a Kentucky non-stock non-profit corporation pursuant to KRS Chapter 273, and whose post office address is 219 East Short Street, Lexington, Kentucky 40507 (hereinafter referred to as "SUBRECIPIENT");

WHEREAS, the GOVERNMENT has been awarded federal funds from the U.S. Department of Housing and Urban Development's (hereinafter referred to as "HUD") Community Development Block Grant Program (CFDA 14.218) pursuant to which HUD has agreed to make a grant to the Government under Federal Award Number B-24-MC-21-0004 awarded December 3, 2024;

WHEREAS, the GOVERNMENT'S 2024 Consolidated Plan/Annual Action Plan allocates $71,507 in funds to the SUBRECIPIENT, Central Christian Church, Inc., with Unique Entity Identifier ZMWTSWV45C43 to provide salary for a Social Resource Consultant who will assist low and moderate income residents of Lexington's downtown area;

WHEREAS, the SUBRECIPIENT has agreed to be responsible for the provision of these services;

WHEREAS, the GOVERNMENT's responsibility for ensuring compliance with all grant requirements necessitates a written agreement with the SUBRECIPIENT;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, pursuant to grant requirements, the parties hereto agree as follows:

I. STATEMENT OF WORK

A. Activities

The SUBRECIPIENT will be responsible to providing the salary for a Social Resource Specialist who will assist low and moderate income residents of Lexington's downtown area. This person will provide counselling and referral services to Central Christian's outreach programs. Referrals will also be made to other agencies and services in the downtown area. The services shall be operated in a manner satisfactory to the GOVERNMENT and in compliance with all local, state, and federal laws and regulations.

B. National Objectives

The SUBRECIPIENT certifies that the activities carried out with funds provided under this Agreement will benefit low- and moderate-income persons.

C. Performance Monitoring

The GOVERNMENT shall monitor the performance of the SUBRECIPIENT as necessary and in accordance with regulations on SUBRECIPIENT Monitoring and Management, 2 CFR 200.330 – 2 CFR 200.332, to ensure SUBRECIPIENT compliance with all of the requirements of this agreement, including the timeframes and performance goals associated with the activities. Substandard performance as determined by the GOVERNMENT will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT after being notified by the GOVERNMENT, the GOVERNMENT may impose additional conditions on the SUBRECIPIENT and its use of CDBG funds consistent with 2 CFR 200.207, suspend or terminate this agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.338.

SUBRECIPIENT expects CDBG funds to the expand an existing program to staff a full-time Social Resource Specialist for the fiscal year. Service activities will result in the following annual outputs:

- Counsel and advise 144 persons in the identification of their needs for social, economic, housing, health, clothing, and legal assistance;
- Involve 72 persons in additional community outreach programs offered by Central Christian Church Outreach;
- Refer 40 persons to outreach programs offered by other churches and organizations in the downtown area;
- Assist 35 persons with utility bills to avoid service shutoffs, or to get service reinstated;
- Provide direct assistance to 24 individuals with clothing, bus passes, hygiene products, etc.;
- Refer 24 persons seeking housing assistance to the appropriate housing agencies and organizations;
- Refer 32 homeless persons to organizations that provide overnight lodging;
- Refer 36 persons for physical or mental health assistance to the appropriate agencies;
- Refer 24 families who are food insecure to God's Pantry or organizations offering feeding programs;
- Refer 16 persons to Micah Legal for legal consultation and/or representation;
- Refer 26 persons to the thrift Shop or Community Closet for clothing assistance.

D. Budget and Use of Funds

Funds in the amount of $71,507 shall be used exclusively for salaries, fringe benefits, travel and other (see budget narrative in application). The approved budget is below:

Salaries	$55,000
Fringe Benefits	$12,607
Equipment	$ 2,500
Supplies	$ 1,000
Travel	$ 400
Total	$71,507

The SUBRECIPIENT may only carry out the activities described in this agreement. The

SUBRECIPIENT is prohibited from charging to the subaward the costs of CDBG ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this agreement for political activities, inherently religious activities, or lobbying.

E. Payment

It is expressly agreed and understood that the total amount to be paid by the GOVERNMENT under this Agreement shall not exceed $71,507. The SUBRECIPIENT shall invoice the GOVERNMENT on a monthly basis for the reimbursement of actual expenditures incurred. SUBRECIPIENT's invoice must be for the services and eligible expense specified in Paragraph D above. SUBRECIPIENT's invoice must include copies of employee timesheets, payroll reports, documentation of payment of payroll taxes and fringe benefits, and copies of competitive quotations for all expenses as applicable.

F. Schedule – Time of Performance

The term of this Agreement shall be December 3, 2024 through December 31, 2025.

G. Timeliness

SUBRECIPIENT must invoice the GOVERNMENT for funds expended at least quarterly beginning no later than three months from the effective date of this agreement. Failure to submit an invoice in two or more consecutive quarters may result in termination of the agreement and reallocation of unspent funds at the discretion of the GOVERNMENT.

II. RECORDS AND REPORTS

A. Records to be Maintained

The SUBRECIPIENT shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
6. Financial records as required by 24 CFR Part 570.502, and 24 CFR 84, and
7. Other records necessary to document compliance with Subpart K of 24 CFR 570.

B. Client Data and Other Sensitive Information

The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such

information shall be made available to government monitors or their designees for review upon request.

The SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the GOVERNMENT's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

C. Retention

The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this Agreement. Records of non-expendable property acquired with funds under this Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

D. Reporting

1. Quarterly Reports

The SUBRECIPIENT shall submit to the GOVERNMENT quarterly reports for each quarter during which these federal funds are used for program operations. Quarterly reports are due as follows:

Quarter	**Due**
July-September	October 30
October-December	January 30
January-March	April 30
April-June	July 30

Quarterly reports shall provide information on the activities accomplished. Specifically, quarterly reports shall provide information on the number of St. James Place residents and homeless individual served. It is estimated that 416 will be served.

2. Annual Reports

An annual report is required and shall provide the following information about the employees of the SUBRECIPIENT'S organization: race, age, sex, and disability. Additional annual reports required are the "Unserved" and the "Program Participant" reports. Annual reports shall be submitted to the GOVERNMENT no later than July 30th.

E. Project Close-out

The SUBRECIPIENT's obligation to the GOVERNMENT shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials), equipment, unspent cash advances, program income balances, and accounts receivable to the GOVERNMENT and determining the custodianship of records.

F. Audits, Inspections and Monitoring

1. Single Audit

The SUBRECIPIENT must be audited as required by 2 CFR part 200, subpart F when it is expected that the SUBRECIPIENT's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

SUBRECIPIENT shall submit a copy of the audit report to the Federal Audit Clearinghouse within 30 days after receipt of the audit report, but not later than nine months after the end of the audit period. Concurrently with the submission of the audit report to the Federal Audit Clearinghouse, SUBRECIPIENT shall submit a copy of the audit report to the GOVERNMENT'S Division of Grants and Special Programs. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of the future payments.

2. Inspections and Monitoring

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the GOVERNMENT, grantor agency, their designees or the federal government, at any time during normal business hours, as often as the grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data to meet the requirements of 2 CFR part 200.

The SUBRECIPIENT must submit to monitoring of its activities by the GOVERNMENT as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

G. Access to Records

The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by GOVERNMENT, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

III. HMIS & COORDINATED ENTRY

A. HMIS

The SUBRECIPIENT must ensure that data on all persons served and all activities assisted under CDBG are entered into the applicable community-wide HMIS (homeless management information system) in accordance with standards of the U.S. Department of Housing and Urban Development. HMIS 640 reports are due at least quarterly to the GOVERNMENT, unless otherwise instructed.

B. Coordinated Entry

The SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, with other programs targeted to homeless people in the area covered by the Lexington Continuum of Care, which provides a strategic, community-wide system to prevent and end homelessness for the area. The SUBRECIPIENT must contact the Continuum of Care Coordinator with the Office of Homelessness Prevention and Intervention to ensure program participation in the Lexington Continuum of Care's Coordinated Entry system. All program participants enrolled by the SUBRECIPIENT must come from the Coordinated Entry process ensuring that the screening, assessment and referral of program participants are consistent with the Lexington Continuum of Care's written Coordinated Entry standards. A victim service provider may NOT choose not to use the Continuum of Care's centralized or coordinated assessment system.

IV. PROGRAM INCOME

"Program Income" means gross income received by SUBRECIPIENT that was generated from the use of CDBG funds. Program income includes, but is not limited to the following:

a. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
b. Proceeds from the disposition of equipment purchased with CDBG funds;
c. Gross income from the use or rental of real or personal property acquired by SUBRECIPIENT with CDBG funds, less the costs incidental to the generation of such income;
d. Gross income from the use or rental of real property owned by SUBRECIPIENT that was constructed or improved with CDBG funds, less the costs incidental to the generation of such income;

Pursuant to the requirements set forth in § 570.504(c), the GOVERNMENT will require remittance of all program income balances (including investments thereof) held by the SUBRECIPIENT to the GOVERNMENT.

V. SUSPENSION AND TERMINATION

This Agreement, in accordance with 24 CFR 85.43 can be terminated if SUBRECIPIENT 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 the GOVERNMENT.

VI. REVERSION OF ASSETS

When the Agreement ends, the SUBRECIPIENT must transfer to the GOVERNMENT any CDBG funds on hand and accounts receivable attributable to the use of CDBG monies.

Pursuant to 24 CFR 570.503, if property is either acquired or improved with CDBG funds in excess of $25,000, the use of that property for the approved purpose must continue; in the case of personal property, generally for if the SUBRECIPIENT owns it and the property is needed for the CDBG activity, and in the case of real property (acquired or improved with CDBG funds in excess of $25,000), generally for at least 5 years following the expiration of the SUBRECIPIENT Agreement.

VII. UNIFORM ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with the applicable provisions in 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. These provisions include:

A. Financial & Program Management

The SUBRECIPIENT shall expend and account for all CDBG funds received under this agreement in accordance with 2 CFR part 200, including 2 CFR part 200, subpart D, which covers Standards for Financial and Program Management and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with 2 CFR part 200, subpart E. All items of cost listed in 2 CFR part 200, subpart E, that require prior Federal agency approval are allowable without prior approval of the GOVERNMENT to the extent they comply with the general policies and principles stated in 2 CFR part 200, subpart E and are otherwise eligible under this agreement.

C. Procurement and Contractor Oversight

The SUBRECIPIENT shall comply with the procurement standards in 2 CFR §200.318 - §200.326 when procuring property and services under this agreement and shall subsequently follow property management standards as provided by 2 CFR 200.344.

1. Equipment

   The SUBRECIPIENT shall comply with current GOVERNMENT policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

2. Debarment Certification

   The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities at (24 CFR 570.489(l)). CDBG funds may not be provided to excluded or disqualified persons.

3. Contractor Oversight

The SUBRECIPIENT shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. The SUBRECIPIENT shall impose the SUBRECIPIENT'S obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

4. Subcontracts

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GOVERNMENT prior to the execution of such agreement. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure compliance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the GOVERNMENT along with documentation concerning the selection process.

VIII. OTHER PROGRAM REQUIREMENTS

A. Nondiscrimination

5. 24 CFR Part 6

The SUBRECIPIENT will comply with 24 CFR part 6, which implements the provisions of section 109 of Title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

The SUBRECIPIENT will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG funds. Thus, the SUBRECIPIENT shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

In accordance with 24 CFR 5.105 and section 2-33 of the Code of Ordinances of the Lexington-Fayette Urban County Government, the SUBRECIPIENT shall ensure that HUD-assisted housing or other services being provided pursuant to this agreement shall be made available without regard to actual or perceived sexual orientation, gender identity or

marital status. Neither SUBRECIPIENT nor any of its agents will inquire about the sexual orientation or gender identity of any applicant for or person receiving HUD-assisted housing or other services

6. Architectural Barriers Act and the Americans with Disabilities Act

The SUBRECIPIENT shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

7. Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

The SUBRECIPIENT shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The SUBRECIPIENT shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by Title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

8. Affirmative Action

a. Approved Plan

The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the GOVERNMENT's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The GOVERNMENT shall provide Affirmative Action guidelines to the SUBRECIPIENT to assist in the formulation of such program.

b. W/MBE

The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by

minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. EEO/AA Statement

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

B. Labor and Employment Restrictions

The SUBRECIPIENT shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, et seq.), and 29 CFR part 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The SUBRECIPIENT 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 SUBRECIPIENT shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the GOVERNMENT for review upon request.

C. Section 3 of the Housing and Urban Development Act of 1968

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the SUBRECIPIENT and any of the SUBRECIPIENT'S subrecipients and subcontractors. Failure to fulfill these requirements shall subject the GOVERNMENT, the SUBRECIPIENT and any of the SUBRECIPIENT'S subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontractors executed under this Agreement:

"The work to be performed under this contract is a project assisted under a

program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low-and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. Conduct

1. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

2. Conflict of Interest

In the procurement of supplies, equipment, construction, and services pursuant to

this agreement, the SUBRECIPIENT shall comply with the conflict of interest provisions in 2 CFR 200.317 and 200.318. In all cases not governed by 2 CFR 200.317 and 200.318, the SUBRECIPIENT shall comply with the conflict of interest provisions in 24 CFR 570.611, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder.

3. Lobbying

The SUBRECIPIENT hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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;
b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
c. It will require that the language of paragraph (d) 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; and
d. 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.

E. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement will not be used for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

F. Drug Free Workplace

The SUBRECIPIENT shall administer a policy designed to ensure that the facilities providing services under the terms of this agreement are free from the illegal use, possession, or distribution of drugs or alcohol by its employees and beneficiaries.

G. Insurance & Bonding

The SUBRECIPIENT shall comply with the bonding and insurance requirements of 24 CFR §200.325 and §200.310.

H. FFATA

The SUBRECIPIENT shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The SUBRECIPIENT must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The SUBRECIPIENT must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

I. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

The SUBRECIPIENT must comply with the limitations in 24 CFR 58.22 even though the SUBRECIPIENT is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making, and action (see 24 CFR part 58) and is not delegated the GOVERNMENT'S responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

J. Relocation, Real Property Acquisition and One-for-One Housing Replacement

The SUBRECIPIENT agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606 (c) governing the Residential Antidisplacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in §570.606(d) governing optional relocation policies. The SUBRECIPIENT shall provide relocation assistance to persons (families, individuals, businesses, non-profit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The SUBRECIPIENT also agrees to comply with applicable GOVERNMENT policies concerning the displacement of persons from their residences.

VI. GENERAL CONDITIONS

A. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants CDBG). The SUBRECIPIENT also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The SUBRECIPIENT further agrees

to use funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. SUBRECIPIENT agrees to defend, indemnify, and hold harmless GOVERNMENT from any and all losses or claims of whatever kind, that are in any way incidental to, or connected with, or that arise or alleged to have arisen, directly or indirectly, in whole or in part, from the execution, performance, or breach of this contract by SUBRECIPIENT, including any environmental problems, including, without limitation, soil and/or water contamination, and remedial investigations and feasibility studies thereof, which exist at or prior to the contract commencement date, regardless of when such losses or claims are made or incurred. This indemnity agreement shall in no way be limited by any financial responsibility, or loss control requirements below, and shall survive the termination of this contract.

For the purposes of this Indemnity Provision:

1. The word "defend" includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at SUBRECIPIENT'S expense, using attorneys approved in writing by GOVERNMENT, which approval shall not be unreasonably withheld.

2. The word "claims" includes, but is not limited to, claims, demands, liens, suits, notices of violation from Governmental agencies, and other causes of action of whatever kind.

3. The word "losses" includes, but is not limited to: attorney fees and expenses; costs of litigation; court or administrative costs; 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 SUBRECIPIENT and GOVERNMENT, and damage to, or destruction of, any property, including the property of GOVERNMENT.

C. The SUBRECIPIENT shall provide Workers' Compensation insurance coverage for all its employees involved in the performance of this Agreement.

D. If this Agreement results in any copyrightable material or inventions, the GOVERNMENT and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

E. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the GOVERNMENT and the SUBRECIPIENT.

F. The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GOVERNMENT thereto; provided, however, that claims for money due or to become due to the GOVERNMENT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GOVERNMENT.

G. GOVERNMENT and the SUBRECIPIENT each binds himself and his partners, successors,

executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.

H. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by email (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (iii) when delivered or mailed by certified mail, postage prepaid, or return receipt requested. The addresses for such communications shall be to the respective addresses or of the parties as set forth in the Agreement, or at such other address as such parties shall have furnished in writing.

IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton

Linda Gorton, Mayor

ATTEST:

Clerk of Urban County Council

CENTRAL CHRISTIAN CHURCH (DISCIPLES OF CHRIST), INC.

BY _____

Brandon Gilvin, Executive Director

EMERGENCY SOLUTIONS GRANT PROGRAM AGREEMENT

SUBRECIPIENT AGREEMENT

THIS AGREEMENT, made and entered into on this 28 day of January, 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"), and **GREENHOUSE17 INC.,** a Kentucky non-stock non-profit corporation pursuant to KRS Chapter 273, and whose post office address is P.O. Box 55190, Lexington, Kentucky, 40555 (hereinafter referred to as "Subrecipient").

RECITALS

WHEREAS, the Government has been awarded federal funds from the U.S. Department of Housing and Urban Development, under the Emergency Solutions Grant program (CFDA 14.231), pursuant to which HUD has agreed to make a grant to the Government under Federal Award Number E-24-MC-21-0004 awarded September 10, 2024, to provide for the payment of certain expenses related to operating emergency shelters.

WHEREAS, the Government's 2024 Consolidated Plan provides for the allocation of funds in the amount of $50,000 to the Subrecipient, Greenhouse17 Inc., with Unique Entity Identifier SZAMBANY93K7 for the purpose of supporting basic operations of the emergency shelter for victims of domestic violence;

WHEREAS, the Government's responsibility for ensuring compliance with all grant requirements by subrecipient entities necessitates an agreement with the Subrecipient.

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

Obligations of the Government

The Government assumes the following obligations:

1. To provide **Fifty Thousand Dollars ($50,000.00)** in grant funds to GreenHouse17, located in Lexington-Fayette County, for the operation of an emergency shelter.
2. To prepare and submit any necessary reports to the funding agencies.
3. To share responsibilities with the Subrecipient for the approval of disbursements of the grant funds.
4. To monitor Subrecipient in operation of herein described services to ensure compliance with regulations at 24 CFR Part 576.

ARTICLE II

Obligations of the Subrecipient

The Subrecipient assumes and makes the following obligations and representations:

1. To operate, maintain, and manage Subrecipient's shelter and service facilities for homeless children and youth for the period during which these Emergency Solutions Grants program funds are used for operation in accordance with federal regulations

at 24 CFR Part 576 and with the regulations that have been developed and/or approved by the Lexington-Fayette Urban County Government.

2. To establish written standards for the provision of assistance under the Emergency Solutions Grants program and to apply these standards consistently for all program participants.
3. To fully staff the facilities and provide for appropriate supervision at all times.
4. To provide adult individual or group counseling, advocacy and referrals, job-skills training, and job placement assistance, and a follow-up program to homeless persons.
5. To provide matching funds equal to the amount of grant funds expended. Matching funds shall consist only of Subrecipient's revenues and shall contain no funds derived from other federal grant sources.
6. To expend all grant monies from September 10, 2024 through June 30, 2026.

ARTICLE III

Program Requirements

1. Grant monies will be used solely for operating expenses of the emergency shelter the use of which shall be as an emergency shelter and service facility for homeless victims of domestic violence and their children. Eligible costs are the costs of maintenance (including minor or routine repairs), rent, security, staff, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter. Where no appropriate emergency shelter is available for a homeless family or individual, eligible costs may also include a hotel or motel voucher for that family or individual.

Homeless means:

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; (ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or (iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

(2) An individual or family who will imminently lose their primary nighttime residence, provided that:(i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance; (ii) No subsequent residence has been identified; and (iii) The individual or family lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, needed to obtain other permanent housing;

(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who: (i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42

U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)) or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a); (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance; (iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and (iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

(4) Any individual or family who: (i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; (ii) Has no other residence; and (iii) Lacks the resources or support networks, *e.g.,* family, friends, faith-based or other social networks, to obtain other permanent housing.

2. The Subrecipient must maintain and follow written intake procedures to ensure compliance with the homeless definition as provided in this Agreement. The procedures must require documentation at intake of the evidence relied upon to establish and verify homeless status. The procedures must establish the order of priority for obtaining evidence as third-party documentation first, intake worker observations second, and certification from the person seeking assistance third. However, lack of third-party documentation must not prevent an individual or family from being immediately admitted to emergency shelter, receiving street outreach services, or being immediately admitted to shelter or receiving services provided by a victim service provider. Records contained in an HMIS or comparable database used by victim service or legal service providers are acceptable evidence of third-party documentation and intake worker observations if the HMIS retains an auditable history of all entries, including the person who entered the data, the date of entry, and the change made; and if the HMIS prevents overrides or changes of the dates on which entries are made. Subrecipient agrees to fully comply with 24 CFR 576.500 in the documentation of client eligibility for emergency shelter services. For each individual and family determined ineligible to receive Emergency Solutions Grant (ESG) assistance, the record must include documentation of the reason for that determination.

3. Subrecipient agrees that any emergency shelter that received assistance for shelter operations must meet the following minimum safety, sanitation, and privacy standards:

(1) *Structure and materials.* The shelter building must be structurally sound to protect residents from the elements and not pose any threat to health and safety of the residents.

(2) *Access.* The shelter must be accessible in accordance with Section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; the Fair Housing Act (42 U.S.C. 3601 *et seq.*) and implementing regulations at 24 CFR part 100; and Title II of the Americans with Disabilities Act (42 U.S.C. 12131 *et seq.*) and 28 CFR part 35; where applicable.

(3) *Space and security.* Except where the shelter is intended for day use only, the shelter must provide each program participant in the shelter with an acceptable place to sleep and adequate space and security for themselves and their belongings.

(4) *Interior air quality.* Each room or space within the shelter must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.

(5) *Water supply.* The shelter's water supply must be free of contamination.

(6) *Sanitary facilities.* Each program participant in the shelter must have access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.

(7) *Thermal environment.* The shelter must have any necessary heating/cooling facilities in proper operating condition.

(8) *Illumination and electricity.* The shelter must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the shelter.

(9) *Food preparation.* Food preparation areas, if any, must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.

(10) *Sanitary conditions.* The shelter must be maintained in a sanitary condition.

(11) *Fire safety.* There must be at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors must be located near sleeping areas. The fire alarm system must be designed for hearing-impaired residents. All public areas of the shelter must have at least one working smoke detector. There must also be a second means of exiting the building in the event of fire or other emergency.

4. Subrecipient shall submit monthly invoices to the Government showing expenses incurred. Invoices shall include copies of employee timesheets, payroll registers, and copies of invoices for goods and services for which reimbursement is requested. Monthly invoices shall include monthly program reports of persons served. Subrecipient shall submit documentation for employee fringe benefits for which reimbursement is requested. Monthly invoices shall also include Subrecipient's documentation and source of matching funds. The Subrecipient shall provide cost analysis for all expenses.

5. Subrecipient shall submit to the Government, for each month during which these grant funds are used, a monthly report describing the clients served during the month. This report shall include data concerning the unduplicated number of persons, age, sex, race, ethnicity, national origin, veteran status, disability, and family status of individuals served during the month. Monthly reports shall also include information on the number of persons served by facility type and the number of persons who exit to permanent housing. Data shall be aggregate statistics rather than individual level and shall be in the form prescribed by the Government. Monthly reports shall be submitted no later than 30 days following the end of each month.

6. Subrecipient shall submit to the Government an annual report describing the clients served during the year. This report shall include data concerning the unduplicated number of

persons, age, sex, race, ethnicity, national origin, veteran status, disability, and family status of individuals served during the year. Annual reports shall also include information on the unduplicated number of homeless persons served by facility type and type and the number of persons who exit to permanent housing. Data shall be aggregate statistics rather than individual level and shall be in the form prescribed by the Government. Annual reports shall be submitted no later than 30 days following the end of each year.

7. Subrecipient shall provide other performance metrics as may be required by the U.S. Department of Housing and Urban Development and by the Kentucky Homeless Management Information System.

8. Subrecipient shall submit to the Government a report on the age, race, sex, and disability status of the Subrecipient's employees. This report shall be submitted to the government no later than July 30 of each year in which these federal funds are expended by the Subrecipient.

9. The Subrecipient shall comply with the requirements of 24 CFR 576.402 which provides for the termination of assistance to individuals who violate program requirements. This section requires that termination of assistance must be in accordance with a formal process established by the Subrecipient that recognizes the rights of individuals affected. The Subrecipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. Subrecipient shall provide the Government with a written copy of the process it will use for termination.

10. The provision of any type or amount of ESG assistance may not be conditioned on an individual's or family's acceptance or occupancy of emergency shelter or housing owned by the Government or the Subrecipient, or a parent or subsidiary of the Subrecipient. No Subrecipient may, with respect to individuals or families occupying housing owned by the Subrecipient, or any parent or subsidiary of the Subrecipient, carry out the initial evaluation required under § 576.401 or administer homelessness prevention assistance under § 576.103. For the procurement of goods and services, the Subrecipient must comply with the codes of conduct and conflict of interest requirements under 2 CFR 200.318 (for private nonprofit organizations). For all other transactions and activities, the following restrictions apply: (1) No person described in paragraph (b)(2) of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted under the ESG program, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the program, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one-year period following his or her tenure.

11. Organizations that are directly funded under the ESG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under ESG. If an organization conducts these activities, the activities must be offered separately, in time or location, from the programs or services funded under ESG, and participation must be voluntary for program participants. Any religious organization that receives ESG funds retains its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and

expression of its religious beliefs, provided that the religious organization does not use direct ESG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide ESG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, an ESG-funded religious organization retains its authority over its internal governance, and the organization may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that receives ESG funds shall not, in providing ESG assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

12. To the maximum extent practicable, the Subrecipient must involve homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under ESG, in providing services assisted under ESG, and in providing services for occupants of facilities assisted under ESG. This involvement may include employment or volunteer services.

13. The Subrecipient must ensure maintenance of a database that collects client-level data over time (longitudinal data) and generates unduplicated aggregate reports based on the data collected. This database shall be comparable to the community-wide HMIS (homeless management information system); however, information entered into a comparable database must not be entered directly into or provided to an HMIS.

14. The Subrecipient must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with other programs targeted to homeless people in the area covered by the Continuum of Care or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for that area. These programs include: (1) Shelter Plus Care Program (24 CFR part 582); (2) Supportive Housing Program (24 CFR part 583); (3) Section 8 Moderate Rehabilitation Program for Single Room Occupancy Program for Homeless Individuals (24 CFR part 882); (4) HUD—Veterans Affairs Supportive Housing (HUD–VASH) (division K, title II, Consolidated Appropriations Act, 2008, Pub. L. 110–161 (2007), 73 FR 25026 (May 6, 2008)); (5) Education for Homeless Children and Youth Grants for State and Local Activities (title VII–B of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 *et seq.*)); (6) Grants for the Benefit of Homeless Individuals (section 506 of the Public Health Services Act (42 U.S.C. 290aa–5)); (7) Healthcare for the Homeless (42 CFR part 51c); (8) Programs for Runaway and Homeless Youth (Runaway and Homeless Youth Act (42 U.S.C. 5701 *et seq.*)); (9) Projects for Assistance in Transition from Homelessness (part C of title V of the Public Health Service Act (42 U.S.C. 290cc–21 *et seq.*)); (10) Services in Supportive Housing Grants (section 520A of the Public Health Service Act); (11) Emergency Food and Shelter Program (title III of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11331 *et seq.*)); (12) Transitional Housing Assistance Grants for Victims of Sexual Assault, Domestic Violence, Dating Violence, and Stalking Program (section 40299 of the Violent Crime Control and Law Enforcement Act (42 U.S.C. 13975)); (13) Homeless Veterans Reintegration Program (section 5(a)(1)) of the Homeless Veterans Comprehensive Assistance Act (38 U.S.C. 2021); (14) Domiciliary Care for Homeless Veterans Program (38 U.S.C. 2043); (15) VA Homeless Providers Grant and Per Diem Program (38 CFR part 61); (16) Health Care for Homeless Veterans Program (38 U.S.C. 2031); (17) Homeless Veterans Dental Program (38 U.S.C. 2062); (18) Supportive Services for Veteran Families Program (38 CFR part 62); and (19) Veteran Justice Outreach Initiative (38 U.S.C. 2031).

15. The Subrecipient must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible.

16. The SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, with other programs targeted to homeless people in the area covered by the Lexington Continuum of Care, which provides a strategic, community-wide system to prevent and end homelessness for the area. The SUBRECIPIENT must contact the Continuum of Care Coordinator with the Office of Homelessness Prevention and Intervention to ensure program participation in the Lexington Continuum of Care's Coordinated Entry system. All program participants enrolled by the SUBRECIPIENT must come from the Coordinated Entry process ensuring that the screening, assessment and referral of program participants are consistent with the Lexington Continuum of Care's written Coordinated Entry standards. A victim service provider may NOT choose not to use the Continuum of Care's centralized or coordinated assessment system.

ARTICLE IV

Additional Requirements

1. The Subrecipient must maintain current accurate records necessary to document compliance with the grant requirements for a period of five (5) years following final expenditure of grant funds. These records shall include, but not be limited to: receipts, payroll, demographic data on clientele, and other relevant records. The Government will have access to and the right to inspect, copy, audit and examine all such records.

2. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or handicap. The Subrecipient shall state in all solicitations or advertisements for employees that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, sex, age, national origin or handicap.

3. The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601 through 3619, and all implementing regulations and executive orders; shall comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794).

4. In accordance with 24 CFR 5.105 and section 2-33 of the Code of Ordinances of the Lexington-Fayette Urban County Government, the Subrecipient shall ensure that HUD-assisted housing or other services being provided pursuant to this Agreement shall be made available without regard to actual or perceived sexual orientation, gender identity or marital status. Neither Grantee nor any of its agents will inquire about the sexual orientation or gender identity of any applicant for or person receiving HUD-assisted housing or other services.

5. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with 24 CFR 576.405(c).

6. The Subrecipient shall administer a policy designed to ensure that the GreenHouse17 is free from the illegal use, possession, or distribution of drugs or alcohol by its employees and beneficiaries.

7. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Government, grantor agency, their designees or the federal government, at any time during normal business hours, as often as the grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of the future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Government policy concerning Subrecipient audits and, as applicable, 2 CFR 200. Subrecipient shall submit a copy of the audit report to the Federal Audit Clearinghouse within 30 days after receipt of the audit report, but not later than nine months after the end of the Subrecipient's fiscal year. Concurrently with the submission of the audit report to the Federal Audit Clearinghouse, Subrecipient shall submit a copy of the audit report to the Government's Division of Grants and Special Programs.

8. The Subrecipient agrees to comply with 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred. The Subrecipient shall administer its program in conformance with 2 CFR 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Include both.

9. The Subrecipient shall comply with the requirements of Section 832(e) (2) (c) of the Cranston-Gonzalez National Affordable Housing Act (P.L. 101-625) which states that procedures must be developed and implemented to insure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services.

10. The Subrecipient must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the Subrecipient intends to use to make known the availability of the facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the Subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. The Subrecipient must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, the Subrecipient is also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons.

11. Subrecipient agrees to defend, indemnify, and hold harmless Government from any and all losses or claims of whatever kind, that are in any way incidental to, or connected with, or that arise or alleged to have arisen, directly or indirectly, in whole or in part, from the execution, performance, or breach of this Agreement by Subrecipient, including any

environmental problems, including, without limitation, soil and/or water contamination, and remedial investigations and feasibility studies thereof, which exist at or prior to the Agreement commencement date, regardless of when such losses or claims are made or incurred. This indemnity agreement shall in no way be limited by any financial responsibility, or loss control requirements below, and shall survive the termination of this Agreement;

For the purposes of this Indemnity Provision:

a) The word "defend" includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at Subrecipient's expense, using attorneys approved in writing by Government, which approval shall not be unreasonably withheld.

b) The word "claims" includes, but is not limited to, claims, demands, liens, suits, notices of violation from Governmental agencies, and other causes of action of whatever kind.

c) The word "losses" includes, but is not limited to: attorney fees and expenses; costs of litigation; court or administrative costs; 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 Subrecipient and Government, and damage to, or destruction of, any property, including the property of Government.

12. No right, benefit or advantage inuring to the Subrecipient and no burden imposed on the Subrecipient hereunder may be assigned or otherwise transferred without the prior written approval of the Government.

13. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the Government and the Subrecipient.

14. This Agreement, in accordance with 24 CFR 85.43 can be terminated if Subrecipient 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 the Government.

15. Subrecipient certifies, in accordance with Executive Order 12549 (Debarment and Suspension February 18, 1986) that to the best of its knowledge and belief, that it, its principals, and its subcontractors:

a) Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by and Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other federal law;

b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or state antitrust statues or commission of embezzlement,

theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and

d) Have not within a three-year period preceding this proposal had one or more public (Federal, State, or local) transactions or contracts terminated for cause or default.

IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton
Linda Gorton, Mayor

ATTEST:

Mackenzie Stack
Clerk of Urban County Council

Deputy

GREENHOUSE17, INC.

BY Darlene B Thomas
Darlene Thomas, Executive Director

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBRECIPIENT AGREEMENT

THIS AGREEMENT, made and entered into on 20th day of February 2025, 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"), and **MOVEABLE FEAST OF LEXINGTON, INC.**, a Kentucky non-stock non-profit corporation pursuant to KRS Chapter 273, and whose post office address is 474 Silver Maple Way, Lexington, Kentucky 40508 (hereinafter referred to as "SUBRECIPIENT");

WHEREAS, the GOVERNMENT has been awarded federal funds from the U.S. Department of Housing and Urban Development's (hereinafter referred to as "HUD") Community Development Block Grant Program (CFDA 14.218) pursuant to which HUD has agreed to make a grant to the Government under Federal Award Number B-24-MC-21-0004 awarded December 3, 2024;

WHEREAS, the GOVERNMENT'S 2024 Consolidated Plan/Annual Action Plan allocates $30,000 in funds to the SUBRECIPIENT, Moveable Feast of Lexington Inc., with Unique Entity Identifier FBYERVGPFP17 to provide low-income individuals, families, and caregivers affected by HIV/AIDS and Hospice Care patients with nutritious, hot meals and medications;

WHEREAS, the SUBRECIPIENT has agreed to be responsible for the provision of these services;

WHEREAS, the GOVERNMENT's responsibility for ensuring compliance with all grant requirements necessitates a written agreement with the SUBRECIPIENT;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, pursuant to grant requirements, the parties hereto agree as follows:

I. STATEMENT OF WORK

A. Activities

The SUBRECIPIENT will be responsible to support individuals, families and caregivers affected by HIV/AIDS and Hospice Care patients with nutritious, hot daily meals and medicines for as long as they are in needed. The services shall be operated in a manner satisfactory to the GOVERNMENT and in compliance with all local, state, and federal laws and regulations.

B. National Objectives

The SUBRECIPIENT certifies that the activities carried out with funds provided under this Agreement will benefit low- and moderate-income persons.

C. Performance Monitoring

The GOVERNMENT shall monitor the performance of the SUBRECIPIENT as necessary and in accordance with regulations on SUBRECIPIENT Monitoring and Management, 2 CFR 200.330 – 2 CFR 200.332, to ensure SUBRECIPIENT compliance with all of the requirements of this agreement, including the timeframes and performance goals associated with the activities. Substandard performance as determined by the GOVERNMENT will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT after being notified by the GOVERNMENT, the GOVERNMENT may impose additional conditions on the SUBRECIPIENT and its use of CDBG funds consistent with 2 CFR 200.207, suspend or terminate this agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.338.

SUBRECIPIENT expects to serve 243 to ensure low-income residents of Fayette County individuals, families and caregivers affected by HIV/AIDS and Hospice Care patients with nutritious, hot daily meals and medicine for as long as they are in needed. Service activities will result in the following annual outputs:

- Food supplies and packaging material needed to prepare meals.
- Clients' medications.

D. Budget and Use of Funds

Funds in the amount of $30,000 shall be used exclusively for salaries, fringe benefits, travel and other (see budget narrative in application). The approved budget is below:

Supplies	$30,000
Total	$30,000

The SUBRECIPIENT may only carry out the activities described in this agreement. The SUBRECIPIENT is prohibited from charging to the subaward the costs of CDBG ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this agreement for political activities, inherently religious activities, or lobbying.

E. Payment

It is expressly agreed and understood that the total amount to be paid by the GOVERNMENT under this Agreement shall not exceed $30,000. The SUBRECIPIENT shall invoice the GOVERNMENT on a monthly basis for the reimbursement of actual expenditures incurred. SUBRECIPIENT's invoice must be for the services and eligible expense specified in Paragraph D above. SUBRECIPIENT's invoice must include copies of employee timesheets, payroll reports, documentation of payment of payroll taxes and fringe benefits, and copies of competitive quotations for all expenses as applicable.

F. Schedule – Time of Performance

The term of this Agreement shall be December 3, 2024, through December 31, 2025.

G. Timeliness

SUBRECIPIENT must invoice the GOVERNMENT for funds expended at least quarterly beginning no later than three months from the effective date of this agreement. Failure to submit an invoice in two or more consecutive quarters may result in termination of the agreement and reallocation of unspent funds at the discretion of the GOVERNMENT.

II. RECORDS AND REPORTS

A. Records to be Maintained

The SUBRECIPIENT shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
6. Financial records as required by 24 CFR Part 570.502, and 24 CFR 84, and
7. Other records necessary to document compliance with Subpart K of 24 CFR 570.

B. Client Data and Other Sensitive Information

The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to government monitors or their designees for review upon request.

The SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the GOVERNMENT's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

C. Retention

The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this Agreement. Records of non-expendable property acquired with funds under this Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year

period, whichever occurs later.

D. Reporting

1. Quarterly Reports

The SUBRECIPIENT shall submit to the GOVERNMENT quarterly reports for each quarter during which these federal funds are used for program operations. Quarterly reports are due as follows:

Quarter	**Due**
July-September	October 30
October-December	January 30
January-March	April 30
April-June	July 30

Quarterly reports shall provide information on the activities accomplished. Specifically, quarterly reports shall provide information on the number of served by the Moveable Feast Lexington. It is estimated that 243 to ensure low-income residents of Fayette County.

2. Annual Reports

An annual report is required and shall provide the following information about the employees of the SUBRECIPIENT'S organization: race, age, sex, and disability. Additional annual reports required are the "Unserved" and the "Program Participant" reports. Annual reports shall be submitted to the GOVERNMENT no later than July 30th.

E. Project Close-out

The SUBRECIPIENT's obligation to the GOVERNMENT shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials), equipment, unspent cash advances, program income balances, and accounts receivable to the GOVERNMENT and determining the custodianship of records.

F. Audits, Inspections and Monitoring

1. Single Audit

The SUBRECIPIENT must be audited as required by 2 CFR part 200, subpart F when it is expected that the SUBRECIPIENT's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

SUBRECIPIENT shall submit a copy of the audit report to the Federal Audit Clearinghouse within 30 days after receipt of the audit report, but not later than nine months after the end of the audit period. Concurrently with the submission of the audit report to the Federal Audit Clearinghouse, SUBRECIPIENT shall submit a copy of the audit report to the GOVERNMENT'S Division of Grants and Special Programs. Any deficiencies noted in audit reports must be fully cleared by the

SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of the future payments.

2. Inspections and Monitoring

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the GOVERNMENT, grantor agency, their designees or the federal government, at any time during normal business hours, as often as the grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data to meet the requirements of 2 CFR part 200.

The SUBRECIPIENT must submit to monitoring of its activities by the GOVERNMENT as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

G. Access to Records

The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by GOVERNMENT, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

III. PROGRAM INCOME

"Program Income" means gross income received by SUBRECIPIENT that was generated from the use of CDBG funds. Program income includes, but is not limited to the following:

a. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
b. Proceeds from the disposition of equipment purchased with CDBG funds;
c. Gross income from the use or rental of real or personal property acquired by SUBRECIPIENT with CDBG funds, less the costs incidental to the generation of such income;
d. Gross income from the use or rental of real property owned by SUBRECIPIENT that was constructed or improved with CDBG funds, less the costs incidental to the generation of such income;

Pursuant to the requirements set forth in § 570.504(c), the GOVERNMENT will require remittance of all program income balances (including investments thereof) held by the SUBRECIPIENT to the GOVERNMENT.

IV. SUSPENSION AND TERMINATION

This Agreement, in accordance with 24 CFR 85.43 can be terminated if SUBRECIPIENT 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 the GOVERNMENT.

V. REVERSION OF ASSETS

When the Agreement ends, the SUBRECIPIENT must transfer to the GOVERNMENT any CDBG funds on hand and accounts receivable attributable to the use of CDBG monies.

Pursuant to 24 CFR 570.503, if property is either acquired or improved with CDBG funds in excess of $25,000, the use of that property for the approved purpose must continue; in the case of personal property, generally for if the SUBRECIPIENT owns it and the property is needed for the CDBG activity, and in the case of real property (acquired or improved with CDBG funds in excess of $25,000), generally for at least 5 years following the expiration of the SUBRECIPIENT Agreement.

VI. UNIFORM ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with the applicable provisions in 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. These provisions include:

A. Financial & Program Management

The SUBRECIPIENT shall expend and account for all CDBG funds received under this agreement in accordance with 2 CFR part 200, including 2 CFR part 200, subpart D, which covers Standards for Financial and Program Management and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with 2 CFR part 200, subpart E. All items of cost listed in 2 CFR part 200, subpart E, that require prior Federal agency approval are allowable without prior approval of the GOVERNMENT to the extent they comply with the general policies and principles stated in 2 CFR part 200, subpart E and are otherwise eligible under this agreement.

C. Procurement and Contractor Oversight

The SUBRECIPIENT shall comply with the procurement standards in 2 CFR §200.318 - §200.326 when procuring property and services under this agreement and shall subsequently follow property management standards as provided by 2 CFR 200.344.

1. Equipment

   The SUBRECIPIENT shall comply with current GOVERNMENT policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

2. Debarment Certification

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities at (24 CFR 570.489(l)). CDBG funds may not be provided to excluded or disqualified persons.

3. Contractor Oversight

The SUBRECIPIENT shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. The SUBRECIPIENT shall impose the SUBRECIPIENT'S obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

4. Subcontracts

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GOVERNMENT prior to the execution of such agreement. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure compliance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the GOVERNMENT along with documentation concerning the selection process.

VII. OTHER PROGRAM REQUIREMENTS

A. Nondiscrimination

5. 24 CFR Part 6

The SUBRECIPIENT will comply with 24 CFR part 6, which implements the provisions of section 109 of Title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

The SUBRECIPIENT will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG funds. Thus, the SUBRECIPIENT shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

In accordance with 24 CFR 5.105 and section 2-33 of the Code of Ordinances of the Lexington-Fayette Urban County Government, the SUBRECIPIENT shall ensure that HUD-assisted housing or other services being provided pursuant to this agreement shall be made available without regard to actual or perceived sexual orientation, gender identity or marital status. Neither SUBRECIPIENT nor any of its agents will inquire about the sexual orientation or gender identity of any applicant for or person receiving HUD-assisted housing or other services

6. Architectural Barriers Act and the Americans with Disabilities Act

The SUBRECIPIENT shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

7. Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

The SUBRECIPIENT shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The SUBRECIPIENT shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by Title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

8. Affirmative Action

a. Approved Plan

The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the GOVERNMENT's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The GOVERNMENT shall provide Affirmative Action guidelines to the SUBRECIPIENT to assist in the formulation of such program.

b. W/MBE

The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. EEO/AA Statement

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

B. Labor and Employment Restrictions

The SUBRECIPIENT shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, et seq.), and 29 CFR part 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The SUBRECIPIENT 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 SUBRECIPIENT shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the GOVERNMENT for review upon request.

C. Section 3 of the Housing and Urban Development Act of 1968

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the SUBRECIPIENT and any of the SUBRECIPIENT'S subrecipients and subcontractors. Failure to fulfill these requirements shall subject the GOVERNMENT, the SUBRECIPIENT and any of the SUBRECIPIENT'S subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontractors executed under this Agreement:

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low-and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. Conduct

1. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of

political activities in violation of Chapter 15 of Title V United States Code.

2. Conflict of Interest

In the procurement of supplies, equipment, construction, and services pursuant to this agreement, the SUBRECIPIENT shall comply with the conflict of interest provisions in 2 CFR 200.317 and 200.318. In all cases not governed by 2 CFR 200.317 and 200.318, the SUBRECIPIENT shall comply with the conflict of interest provisions in 24 CFR 570.611, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder.

3. Lobbying

The SUBRECIPIENT hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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;
b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
c. It will require that the language of paragraph (d) 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; and
d. 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.

E. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement will not be used for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

F. Drug Free Workplace

The SUBRECIPIENT shall administer a policy designed to ensure that the facilities providing services under the terms of this agreement are free from the illegal use, possession, or distribution of drugs or alcohol by its employees and beneficiaries.

G. Insurance & Bonding

The SUBRECIPIENT shall comply with the bonding and insurance requirements of 24 CFR §200.325 and §200.310.

H. FFATA

The SUBRECIPIENT shall comply with the requirements of 2 CFR part 25.110 Universal Identifier and System for Award Management (SAM). The SUBRECIPIENT must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identifier. The SUBRECIPIENT must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

I. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

The SUBRECIPIENT must comply with the limitations in 24 CFR 58.22 even though the SUBRECIPIENT is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making, and action (see 24 CFR part 58) and is not delegated the GOVERNMENT'S responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

J. Relocation, Real Property Acquisition and One-for-One Housing Replacement

The SUBRECIPIENT agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606 (c) governing the Residential Antidisplacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in §570.606(d) governing optional relocation policies. The SUBRECIPIENT shall provide relocation assistance to persons (families, individuals, businesses, non-profit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The SUBRECIPIENT also agrees to comply with applicable GOVERNMENT policies concerning the displacement of persons from their residences.

VI. GENERAL CONDITIONS

A. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants CDBG). The SUBRECIPIENT also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The SUBRECIPIENT further agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. SUBRECIPIENT agrees to defend, indemnify, and hold harmless GOVERNMENT from any and all losses or claims of whatever kind, that are in any way incidental to, or connected with, or that arise or alleged to have arisen, directly or indirectly, in whole or in part, from the execution, performance, or breach of this contract by SUBRECIPIENT, including any environmental problems, including, without limitation, soil and/or water contamination, and remedial investigations and feasibility studies thereof, which exist at or prior to the contract commencement date, regardless of when such losses or claims are made or incurred. This indemnity agreement shall in no way be limited by any financial responsibility, or loss control requirements below, and shall survive the termination of this contract.

   For the purposes of this Indemnity Provision:

   1. The word "defend" includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at SUBRECIPIENT'S expense, using attorneys approved in writing by GOVERNMENT, which approval shall not be unreasonably withheld.

   2. The word "claims" includes, but is not limited to, claims, demands, liens, suits, notices of violation from Governmental agencies, and other causes of action of whatever kind.

   3. The word "losses" includes, but is not limited to: attorney fees and expenses; costs of litigation; court or administrative costs; 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 SUBRECIPIENT and GOVERNMENT, and damage to, or destruction of, any property, including the property of GOVERNMENT.

C. The SUBRECIPIENT shall provide Workers' Compensation insurance coverage for all its employees involved in the performance of this Agreement.

D. If this Agreement results in any copyrightable material or inventions, the GOVERNMENT and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

E. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the GOVERNMENT and the SUBRECIPIENT.

F. The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GOVERNMENT thereto; provided, however, that claims for money due or to become due to the GOVERNMENT under this Agreement may be

assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GOVERNMENT.

G. GOVERNMENT and the SUBRECIPIENT each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.

H. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by email (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (iii) when delivered or mailed by certified mail, postage prepaid, or return receipt requested. The addresses for such communications shall be to the respective addresses or of the parties as set forth in the Agreement, or at such other address as such parties shall have furnished in writing.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton

Linda Gorton, Mayor

ATTEST:

Clerk of Urban County Council

Deputy

MOVEABLE FEAST LEXINGTON, INC.

BY:

Terry Mullins, Executive Director

EMERGENCY SOLUTIONS GRANT PROGRAM
SUBRECIPIENT AGREEMENT

THIS AGREEMENT, made and entered into on 7 day of February, 2025, 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"), and **ARBOR YOUTH SERVICES, INC.**, a Kentucky non-stock non-profit corporation pursuant to KRS Chapter 273, and whose post office address is 540 West Third Street, Lexington, Kentucky 40508 (hereinafter referred to as "SUBRECIPIENT");

WHEREAS, the GOVERNMENT has been awarded federal funds from the U.S. Department of Housing and Urban Development's (hereinafter referred to as "HUD"), Emergency Solutions Grant Program (CFDA #14.231) pursuant to which HUD has agreed to make a grant to the Government under Federal Award Number E-24-MC-21-0004 awarded September 10, 2024;

WHEREAS, the Government's 2024 Consolidated Plan provides for the allocation of funds to the Subrecipient, Arbor Youth Services Inc, with Unique Entity Identifier FKDEQFFSJJ46 for the purpose of supporting case management, prevention, and rapid rehousing services for youth between the ages of 18 and 24 who are homeless or at risk of homelessness;

WHEREAS, the SUBRECIPIENT has agreed to be responsible for the provision of these services;

WHEREAS, the GOVERNMENT's responsibility for ensuring compliance with all grant requirements necessitates a written agreement with the SUBRECIPIENT;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants hereinafter set forth, the parties hereto agree as follows:

I. STATEMENT OF WORK

A. Activities

The SUBRECIPIENT will be responsible for providing case management, prevention, and rapid rehousing services for youth between the ages of 18 and 24 who are homeless or at risk of homelessness in accordance with the federal regulations at 24 CFR Part 576, and with the regulations that have been developed and/or approved by the Lexington-Fayette Urban County Government.

The services shall be operated in a manner satisfactory to the GOVERNMENT and in compliance with all local, state, and federal laws and regulations.

B. Performance Monitoring

The GOVERNMENT shall monitor the performance of the SUBRECIPIENT as necessary and in accordance with regulations on SUBRECIPIENT Monitoring and

Management, 2 CFR 200.330 – 2 CFR 200.332, to ensure SUBRECIPIENT compliance with all of the requirements of this agreement, including the timeframes and performance goals associated with the activities. Substandard performance as determined by the GOVERNMENT will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within days after being notified by the GOVERNMENT, the GOVERNMENT may impose additional conditions on the SUBRECIPIENT and its use of ESG funds consistent with 2 CFR 200.207, suspend or terminate this agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.338.

C. Budget and Use of Funds

Grant funds in the amount of $126,560 shall be used exclusively as follows:

	ESG	**MATCH**
		$22, 686 SUBRECIPIENT
Case management	$45,119	$22,433 GOVERNMENT
Total:	$45,119	$45,119

Case Management includes salaries, fringe, and travel costs.

	ESG	**MATCH**
Rapid Rehousing	$27,004	$27,004 GOVERNMENT
Prevention	$ 2,500	$ 2,500 GOVERNMENT
Total:	$29,504	$29,504

SUBRECIPIENT must adhere to the Lexington-Fayette Continuum of Care Rapid Rehousing Program Standards (Exhibit 1) and must adhere to a set of ESG Program Policies and Procedures as previously approved in writing by LFUCG and must obtain approval for changes to those Policies and Procedures.

The SUBRECIPIENT may only carry out the activities described in this agreement. The SUBRECIPIENT is prohibited from charging to the subaward the costs of ESG ineligible activities and from using funds provided herein or personnel employed in the administration of activities under this agreement for political activities, inherently religious activities, or lobbying.

D. Matching Funds

In accordance with Sec. 416, 42 USC 11375, ESG Funds must be matched 100% with eligible sources. Eligible match sources are identified in 24 CFR 576.201. The commitment of match from the SUBRECIPIENT is for the amount of $22,686 as defined above. The SUBRECIPIENT will provide, from its own revenues, matching funds equal to the amount of grant funds expended. The GOVERNMENT will also provide matching funds as outlined above.

E. Payment

It is expressly agreed and understood that the total amount to be paid by the GOVERNMENT under this Agreement shall not exceed $126,560.

F. Invoicing

The SUBRECIPIENT shall invoice the GOVERNMENT on a monthly basis for the reimbursement of actual expenditures incurred. SUBRECIPIENT's invoice must be for the services and eligible expense specified in Paragraph C above.

All requests for payments through this program will be submitted to the Division of Grants and Special Programs for processing.

For Case Management invoices, include copies of employee timesheets, payroll registers, documentation of fringe benefits, and copies of invoices for goods and services for which reimbursement is requested. Monthly invoices shall also include SUBRECIPIENT's documentation and source of matching funds.

Initial enrollment invoices for rapid rehousing will contain:

- the amount of payment
- participant's name and address
- vendor to be paid
- proof of participant income
- proof of rent reasonableness
- utility allowance work sheet
- HMIS 640 report
- rental assistance agreement; and
- completed Housing Barriers Assessment Tool.

Requests for current program enrollees should include:

- amount of payment
- participant's name and address
- vendor to be paid
- proof of participant income if changes have occurred
- HMIS 640 report
- documentation of monthly meeting, and
- completed Housing Barriers Assessment Tool.

In determining eligibility of participants, all federal criteria on definition of "homeless" and "at-risk of homelessness" must be followed. The SUBRECIPIENT shall maintain documentation of program eligibility

G. Schedule – Time of Performance

The term of this Agreement shall be September 10, 2024, through June 30, 2026.

H. Timeliness

SUBRECIPIENT must invoice the GOVERNMENT for funds expended at least monthly beginning no later than three months from the effective date of this agreement. Failure to submit an invoice in two or more consecutive quarters may result in termination of the agreement and reallocation of unspent funds at the discretion of the GOVERNMENT.

I. RECORDS AND REPORTS

A. Records to be Maintained

The SUBRECIPIENT shall maintain all records required by the federal regulations specified in 24 CFR Part 570.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records documenting homeless and/or at-risk of homelessness status of program participants;
2. Records documenting ineligible clients;
3. Records documenting annual income of program participants;
4. Records documenting rental assistance agreements and payments, utility allowances, shelter and housing standards, emergency shelter facilities, services and assistance provided, coordination with Continuum of Care and other programs, participation in HMIS, matching funds;
5. Records documenting Matching Funds. The SUBRECIPIENT must keep records of the source and use of contributions made to satisfy the matching requirement in § 576.201;
6. Records documenting conflicts of interest. The SUBRECIPIENT must keep records to show compliance with the organizational conflicts-of-interest requirements in § 576.404(a), a copy of the personal conflicts of interest policy or codes of conduct developed and implemented to comply with the requirements in § 576.404(b), and records supporting exceptions to the personal conflicts of interest prohibitions;
7. Records documenting) Homeless participation (§ 576.405);
8. Records documenting Faith-based activities (§ 576.406);
9. Records documenting financial records which includes supporting documentation for all costs charged to the ESG grant;
10. Records documenting other federal requirements as detailed below.

B. Client Data and Other Sensitive Information

The SUBRECIPIENT must develop and implement written procedures to ensure:

i) All records containing personally identifying information (as defined in HUD's standards for participation, data collection, and reporting in HMIS) of any individual or family who applies for and/or receives ESG assistance will be kept secure and confidential;

ii) The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under the ESG will not be made public, except with written authorization of the person responsible for the operation of the shelter; and

iii) The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the GOVERNMENT or SUBRECIPIENT and consistent with state and local laws regarding privacy and obligations of confidentiality.

The confidentiality procedures of SUBRECIPIENT must be in writing and must be maintained in accordance with this section. The SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the GOVERNMENT's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

C. Retention

The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five -year period, whichever occurs later.

D. Reporting

1. Quarterly Reports

The SUBRECIPIENT shall submit to the GOVERNMENT quarterly reports for each quarter during which these federal funds are used for program operations. Quarterly reports are due as follows:

Quarter	**Due**
July-September	October 30
October-December	January 30
January-March	April 30
April-June	July 30

Quarterly reports shall provide information on the activities accomplished. Specifically, quarterly reports shall provide information on the number of youths served by the SUBRECIPIENT between the ages of 18-24 that are homeless, living on the streets, or at risk of homelessness.

The SUBRECIPIENT must also provide Division of Grants and Special Programs with quarterly reports describing the clients served. This report shall include data concerning the number, age, sex, race, ethnicity, and family status of the adults and children served under this project along with the HMIS 640 report.

2. Annual Reports

An annual report is required and shall provide the following information about the employees of the SUBRECIPIENT'S organization: race, age, sex, and disability. Additional annual reports required are the "Unserved" and the "Program Participant" reports. The Program Participant report shall provide an unduplicated count of the individuals receiving financial assistance under this program and the number of persons who received other types of prevention services. A form will be provided for use in meeting these reporting requirements. Annual reports shall be submitted to the GOVERNMENT no later than July 30th.

E. Project Close-out

The SUBRECIPIENT's obligation to the GOVERNMENT shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials), equipment, unspent cash advances, program income balances, and accounts receivable to the GOVERNMENT and determining the custodianship of records.

F. Audits, Inspections and Monitoring

1. Single Audit

The SUBRECIPIENT must be audited as required by 2 CFR part 200, subpart F when it is expected that the SUBRECIPIENT's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

SUBRECIPIENT shall submit a copy of the audit report to the Federal Audit Clearinghouse within 30 days after receipt of the audit report, but not later than nine months after the end of the audit period. Concurrently with the submission of the audit report to the Federal Audit Clearinghouse, SUBRECIPIENT shall submit a copy of the audit report to the GOVERNMENT'S Division of Grants and Special Programs. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of the future payments.

2. Inspections and Monitoring

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the GOVERNMENT, grantor agency, their designees or the federal government, at any time during normal business hours, as often as the grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data to meet the requirements of 2 CFR part 200. The SUBRECIPIENT must submit to monitoring of its activities by the GOVERNMENT as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

G. Access to Records

The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by GOVERNMENT, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

II. GENERAL PROGRAM CONDITIONS

The SUBRECIPIENT shall comply with the McKinney-Vento Homeless Assistance Act as amended by the HEARTH ACT of 2009 (42 U.S.C. §§ 11371-11378) and will acknowledge that the funds being provided by the GOVERNMENT for said activity are received by the GOVERNMENT pursuant to Title 42 of the U.S. Code, as well as Title 24, Part 576 of the Code of Federal Regulations. Expenditures of these funds will be in accordance with ESG Program related laws and with all pertinent regulations issued by agencies of the federal government.

A. HMIS

The SUBRECIPIENT must ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide Homeless Management Information System (HMIS) in accordance with standards of the U.S. Department of Housing and Urban Development and the Continuum of Care.

B. Coordinated Entry

The SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, with other programs targeted to homeless people in the area covered by the Lexington Continuum of Care, which provides a strategic, community-wide system to prevent and end homelessness for the area. The SUBRECIPIENT must contact the Continuum of Care Coordinator with the Office of Homelessness Prevention and Intervention to ensure program participation in the Lexington Continuum of Care's Coordinated Entry system. All program participants enrolled by the SUBRECIPIENT must come from the Coordinated Entry process ensuring that the screening, assessment and referral of program participants are consistent with the Lexington Continuum of Care's written Coordinated Entry standards. A victim service provider may NOT choose not to use the Continuum of Care's centralized or coordinated assessment system.

C. Client Eligibility and Evaluation of Program Participants Eligibility and Needs

The SUBRECIPIENT must conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for ESG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under §576.400(d) and the written standards established under §576.400(e).

The SUBRECIPIENT must re-evaluate the program participant's eligibility and the types and amounts of assistance the program participant needs not less than once every three (3) months for program participants receiving homelessness prevention assistance, and not less than once annually for program participants receiving rapid re-housing assistance as outlined in 24 CFR 576.401(b).

D. Calculating Income

When determining the annual income of an individual or family, the SUBRECIPIENT must use the standard for calculating annual income under 24 CFR 5.609 as outlined in 24 CFR 576.401(c).

E. Case Management

The SUBRECIPIENT shall follow the requirements for housing stability case management outlined in 24 CFR 576.401(e).

F. Terminating Assistance

If a program participant violates program requirements, the SUBRECIPIENT may terminate the assistance in accordance with a formal process established by the SUBRECIPIENT that recognizes the rights of individuals affected. See 24 CFR 576.402

G. Shelter and Housing Standards

The SUBRECIPIENT certifies that shelters and housing supported by ESG funds and used by ESG beneficiaries will conform to 24 CFR 576.403.

H. Homeless Participation

The SUBRECIPIENT must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policy-making entity of the recipient, to the extent that the entity considers and makes policies and decisions regarding any facilities, services, or other assistance that receive funding under ESG. See 24 CFR 576.405(a)

If the SUBRECIPIENT is unable to meet requirement, it must instead develop and implement a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding under Emergency Solutions Grant (ESG). See 24 CFR 576.405(b)

The SUBRECIPIENT certifies that it will involve, to the maximum extent practicable, homeless individuals and families in constructing renovating, maintaining, and operating facilities assisted under the ESG program, and in providing services for occupants of these facilities. See 24 CFR 576.405(c) and 42 USC 1 l375(d).

III. PROGRAM INCOME

"Program Income" means, as provided by 2 CFR 200.80, gross income received by the SUBRECIPIENT directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. For purposes of ESG, program income will also include any amount of a security or utility deposit returned to the SUBRECIPIENT.

The SUBRECIPIENT shall use all income received from said funds only for the same purposes for which said funds may be expended pursuant to the terms and conditions of this AGREEMENT.

Costs paid by program income may count toward meeting the matching requirements, provided the costs are eligible ESG costs that supplement the program.

IV. SUSPENSION AND TERMINATION

This Agreement, in accordance with 24 CFR 85.43 can be terminated if SUBRECIPIENT 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 the GOVERNMENT.

V. REVERSION OF ASSETS

SUBRECIPIENT will return to the GOVERNMENT, upon expiration or termination of this Agreement, any ESG funds that have not been expended, all Program Income, and any accounts receivable resulting from the use of ESG funds, including Program Income, within thirty (30) days after the end of the Agreement term. Any funds held by the GOVERNMENT at the end of the Agreement term or refunded to the GOVERNMENT shall be reallocated by the City.

The use and disposition of equipment under this AGREEMENT shall be in compliance with the requirements of 2 CFR Part 200.

VI. UNIFORM ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with the applicable provisions in 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. These provisions include:

A. Financial & Program Management

The SUBRECIPIENT shall expend and account for all CDBG funds received under this agreement in accordance with 2 CFR part 200, including 2 CFR part 200, subpart D, which covers Standards for Financial and Program Management and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with 2 CFR part 200, subpart E. All items of cost listed in 2 CFR part 200, subpart E, that require prior Federal agency approval are allowable without prior approval of the GOVERNMENT to the extent they comply with the general policies and principles stated in 2 CFR part 200, subpart E and are otherwise eligible under this agreement.

C. Procurement and Contractor Oversight

The SUBRECIPIENT shall comply with the procurement standards in 2 CFR §200.318 - §200.326 when procuring property and services under this agreement and shall subsequently follow property management standards as provided by 2 CFR 200.344.

1. Equipment

The SUBRECIPIENT shall comply with current GOVERNMENT policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

2. Debarment Certification

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities at (24 CFR 570.489(l)). CDBG funds may not be provided to excluded or disqualified persons.

3. Contractor Oversight

The SUBRECIPIENT shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. The SUBRECIPIENT shall impose the SUBRECIPIENT'S obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

4. Subcontracts

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GOVERNMENT prior to the execution of such agreement. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure compliance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open

competition basis. Executed copies of all subcontracts shall be forwarded to the GOVERNMENT along with documentation concerning the selection process.

VII. ADHERENCE TO FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS

A. General

The SUBRECIPIENT agrees to comply with all requirements of the ESG program and applicable cross-cutting Federal, State, and Local requirements.

B. Economic Opportunities

Economic Opportunities for Low- and Very Low-income Persons. The SUBRECIPIENT shalt ensure that employment and other economic opportunities generated by the Program shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and regulations at 24 CFR part 75 apply, except that homeless individuals have priority over other Section 3 residents in accordance with§ 576.405(c).

C. Civil Rights

The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of the Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and 41 CFR Chapter 60.

D. Nondiscrimination and Equal Employment Opportunity

During the performance under this Agreement, the SUBRECIPIENT shall not discriminate against any employee or applicant for employment based on race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, sexual orientation, or any other basis prohibited by applicable law.

The SUBRECIPIENT shall take affirmative action to ensure that all applicants and employees are treated without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, and sexual orientation.

The SUBRECIPIENT shall comply with all provisions of Executive Order 11246, Equal Employment Opportunity, as amended by Executive Orders 11375 and 12086. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

E. Nondiscrimination and Equal Employment Opportunity in Participation

The requirements in 24 CPR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR S.105(a). The

SUBRECIPIENT shall not discriminate against any participant on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familiar status, sexual orientation, or any other basis prohibited by applicable law. The SUBRECIPIENT shall, through affirmative outreach, make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. The SUBRECJPIENT must take appropriate steps to ensure effective communication with persons with disabilities.

F. Americans with Disabilities Act

The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Americans with Disabilities Act which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and Local government services, and public acconm1odations.

G. Fair Housing

Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funded subrecipients. The SUBRECIPIENT has a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act.

H. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this AGREEMENT, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, 5 U.S.C Section 1501 et seq.

I. Labor and Employment Restrictions

The SUBRECIPIENT shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, et seq.), and 29 CFR part 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The SUBRECIPIENT 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 SUBRECIPIENT shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the GOVERNMENT for review upon request.

J. Displacement and Relocation

The SUBRECIPIENT must assure that it has taken all reasonable steps to minimize displacement of persons. Relocation must be consistent with requirements as set forth in

24 CFR § 576.408.

K. Section 3 of the Housing and Urban Development Act of 1968

The SUBRECIPIENT shalt ensure that employment and other economic opportunities generated by the Program shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who are recipients of movement assistance for housing. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and regulations at 24 CFR part 75 apply, except that homeless individuals have priority over other Section 3 residents in accordance with§ 576.405(c).

L. Conflict of Interest

The SUBRECIPIENT shall comply with 2 CFR 200.112 with respect to the use of program funds to procure services, equipment, supplies, or other property. With respect to all other decisions involving the use of program funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the SUBRECIPIENT and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself, or for those with who he or she has family or business ties, during his or her tenure or for one (1) year thereafter.

The SUBRECIPIENT agrees to abide by the ESG Program's Conflict of Interest provisions as expressly detailed in 24 CPR § 576.404 regarding Organizational Conflicts of Interest and Personal Conflicts of Interest. All contractors of the SUBRECIPIENT must comply with the same requirements that apply to the SUBRECIPIENT under this section.

M. Lobbying

The SUBRECIPIENT hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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;
b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of paragraph (d) 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; and
d. 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.

N. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement will not be used for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

O. Drug Free Workplace

The SUBRECIPIENT shall administer a policy designed to ensure that the facilities providing services under the terms of this agreement are free from the illegal use, possession, or distribution of drugs or alcohol by its employees and beneficiaries.

P. Insurance & Bonding

The SUBRECIPIENT shall comply with the bonding and insurance requirements of 24 CFR §200.325 and §200.310.

Q. FFATA

The SUBRECIPIENT shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The SUBRECIPIENT must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The SUBRECIPIENT must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

R. Environmental Conditions

1. The SUBRECIPIENT must comply with the limitations in 24 CFR 58.22 even though the SUBRECIPIENT is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making, and action (see 24 CFR part 58) and is not delegated the GOVERNMENT'S responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation

of this requirement may result in a prohibition on the use of Federal funds for the activity.

2. ESG activities are subject to environmental review by HUD under the environmental regulations in 24 CPR 50. The SUBRECIPIENT, or any contractor of the SUBRECIPIENT, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct propelty for a project under this part, or commit or expend HUD or local funds for eligible activities under this part, until the GOVERNMENT has performed an environmental review under 24 CFR part 50 and the recipient has received HUD approval of the property.
3. The SUBRECIPIENT agrees to comply with all applicable environmental requirements insofar as they apply to the performance of this Agreement, including but not limited to the Clean Air Act, the Federal Water Pollution Co11trol Act and the Flood Disaster Protection Act. If applicable, the SUBRECIPIENT also shall comply with the Historic Preservation requirements of National Historic Preservation Act of 1966.

S. Lead-Based Paint

1. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-"4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations in 24 CFR part 35, subpa1ts A, B, H, J, K, M, and R apply to all shelters assisted under ESG program and all housing occupied by program participants that were built before 1978.
2. The purpose of Subpart K is to establish procedures to eliminate as far as practicable lead-based paint ("LBP") hazards in a residential property that receives Federal assistance under certain HUD programs for acquisition, leasing, support services, or operation.
3. In connection with the grant funds under this AGREEMENT, the GOVERNMENT requires that the SUBRECIPIENT comply and show evidence of compliance with all applicable subparts of 24 CFR 35, and especially, Subpart K ("LBP Regs").
4. All housing occupied by program participants must meet The Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and implementing regulations. For inspections of units for compliance, call the Grant Compliance Supervisor in the Division of Grants and Special Programs.
5. SUBRECIPIENT will be responsible for distributing "Protect Your Family From Lead In Your Home," (EPA-747-K-12-001) to program participants residing in rental units built before 1978. SUBRECIPIENT shall be responsible for documenting compliance with distribution of this document and placing proof of compliance in each client's file.

T. VAWA

1. SUBRECIPIENT is considered a covered housing provider and must be in compliance with HUD Final Rule: Violence Against Women Act 2013. SUBRECIPIENT is subject to regulations at 24 CFR 576.409 and 24 CFR part 5, Subpart L.

VI. GENERAL CONDITIONS

A. The SUBRECIPIENT agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. SUBRECIPIENT agrees to defend, indemnify, and hold harmless GOVERNMENT from any and all losses or claims of whatever kind, that are in any way incidental to, or connected with, or that arise or alleged to have arisen, directly or indirectly, in whole or in part, from the execution, performance, or breach of this contract by SUBRECIPIENT, including any environmental problems, including, without limitation, soil and/or water contamination, and remedial investigations and feasibility studies thereof, which exist at or prior to the contract commencement date, regardless of when such losses or claims are made or incurred. This indemnity agreement shall in no way be limited by any financial responsibility, or loss control requirements below, and shall survive the termination of this contract.

   For the purposes of this Indemnity Provision:

   1. The word "defend" includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at SUBRECIPIENT'S expense, using attorneys approved in writing by GOVERNMENT, which approval shall not be unreasonably withheld.

   2. The word "claims" includes, but is not limited to, claims, demands, liens, suits, notices of violation from Governmental agencies, and other causes of action of whatever kind.

   3. The word "losses" includes, but is not limited to: attorney fees and expenses; costs of litigation; court or administrative costs; 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 SUBRECIPIENT and GOVERNMENT, and damage to, or destruction of, any property, including the property of GOVERNMENT.

C. The SUBRECIPIENT shall provide Workers' Compensation insurance coverage for all its employees involved in the performance of this Agreement.

D. If this Agreement results in any copyrightable material or inventions, the GOVERNMENT and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

E. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the GOVERNMENT and the SUBRECIPIENT.

F. The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GOVERNMENT thereto; provided, however, that claims

for money due or to become due to the GOVERNMENT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GOVERNMENT.

G. GOVERNMENT and the SUBRECIPIENT each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.

H. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by email (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (iii) when delivered or mailed by certified mail, postage prepaid, or return receipt requested. The addresses for such communications shall be to the respective addresses or of the parties as set forth in the Agreement, or at such other address as such parties shall have furnished in writing.

LIST OF EXHIBITS

Exhibit 1	Lexington-Fayette Continuum of Care Rapid Rehousing Program Standards
Exhibit 2	Lexington-Fayette Continuum of Care Policies and Procedures for Common Assessment and Coordinated Entry
Exhibit 3	Homeless Checklist & At-risk Checklist
Exhibit 4	Income Checklist
Exhibit 5	Fair Market Rent
Exhibit 6	Rent Reasonableness Policy and Form
Exhibit 7	Eligible Incomes by Family Size
Exhibit 8	Utility Allowance Worksheet
Exhibit 9	Rental Assistance Agreement
Exhibit 10	Recertification Requirements
Exhibit 11	Disclosure of Information on Lead-Based Paint
Exhibit 12	Protect your Family From Lead in Your Home Brochure
Exhibit 13	Treatment of Assets Policy

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton

Linda Gorton, Mayor

ATTEST:

Mackenzie Stark

Clerk of Urban County Council

Deputy

ARBOR YOUTH SERVICES, INC.

BY: _____

Joshua McKinley
Interim Executive Director

HOME INVESTMENT PARTNERSHIPS PROGRAM
TENANT BASED RENTAL ASSISTANCE
AGREEMENT

THIS AGREEMENT, made and entered into on this 6 day of March, 2025, 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"), and **AVOL KENTUCKY, INC.**, a Kentucky non-profit corporation pursuant to KRS Chapter 273, and whose mailing address is 1824 Hill Rise Drive, Suite 100, Lexington, Kentucky 40504 (hereinafter referred to as "SUBRECIPIENT".)

WHEREAS, the GOVERNMENT has been awarded federal funds from HUD's HOME Investment Partnerships Program (CFDA # 14.239) pursuant to which HUD has agreed to make a grant to the Government under Federal Award Number M-24-MC-21-0201 awarded September 10, 2024;

WHEREAS, the GOVERNMENT'S 2024 Consolidated Plan allocates $36,850 in funds to the SUBRECIPIENT f Lexington Habitat for Humanity, Inc., with Unique Entity Identifier XANDSH7SEF14 from the HOME Investment Partnerships Program to support the operation of a Tenant Based Rental Assistance program for very low-income persons infected with HIV/AIDS;

WHEREAS, the GOVERNMENT'S responsibility for ensuring compliance with all grant requirements necessitates a written agreement with the SUBRECIPIENT;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, pursuant to grant requirements, the parties hereto agree as follows:

I. STATEMENT OF WORK

A. Activities

The SUBRECIPIENT shall be responsible for the operation of a tenant based rental assistance program for approximately five (5) low-income and very low-income households infected with HIV/AIDS in Fayette County, Kentucky, in accordance with the federal regulations at 24 CFR Part 92.209 and with the attached "Local Guidelines for Operation of HOME Funded Tenant Based Rental Assistance Program," which is attached as Exhibit A. The SUBRECIPIENT shall be responsible for the following:

- Certifying income and program eligibility of tenants at initial occupancy. The SUBRECIPIENT shall also be responsible for the annual recertification of the tenants' incomes. At annual certification, if a participating household's income exceeds the Section 8 Low-Income Limit (80 percent of the median), the HOME assistance must be terminated. Income is defined by the U.S. Department of Housing and Urban Development's (hereinafter referred to as "HUD") Section 8 Program, 24 CFR Part 982.

- Ensuring that qualified units meet minimum Housing Quality Standards (hereinafter

referred to as "HQS") annually.

- All lead based paint compliance issues required by 24 CFR Part 35.

- Ensuring that tenants receiving assistance under this program are under a lease that is in compliance with the Kentucky Uniform Landlord Tenant Act and with the federal provisions at 24 CFR 92.253(a) and (b) and for adhering to Violence Against Women Reauthorization Act of 2013: Implementation in HUD Housing Programs. Additional information can be found at 24 CFR §5.2001- thru §5.2011

- Execution of rental assistance contracts with eligible tenant families for a period that does not exceed 24 months and for rents that do not exceed the Section 8 Fair Market Rent as published by the U.S. Department of Housing and Urban Development.

B. Performance Monitoring

The GOVERNMENT will monitor the performance of the SUBRECIPIENT under the terms of the Agreement. Substandard performance as determined by the GOVERNMENT will constitute noncompliance with the Agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the GOVERNMENT, Agreement suspension or termination procedures will be initiated.

GOVERNMENT shall perform on-site inspections of rental housing prior to occupancy by tenants receiving HOME-assisted TBRA to determine compliance with the Section 8 HQS. GOVERNMENT shall assist SUBRECIPIENT in annual site inspections to determine compliance with Section 8 HQS.

C. Budget and Use of Funds

1. HOME Investments Partnership Program in the amount of $36,850 shall be used by SUBRECIPIENT for the operation of a tenant based rental assistance program in accordance with 24 CFR Part 92.209, using the Section 8 Certificate Program model, and in accordance with local program guidelines, which are incorporated herein by reference.
2. Program funds in the amount of $33,500 may be used for payment of security deposits and monthly housing subsidies for eligible clients.
3. Administrative funds in the amount of $3,350 may be used by the SUBRECIPIENT for the direct costs of the administration of the program.

D. Payment

It is expressly agreed and understood that the total amount to be paid by the GOVERNMENT under this Agreement shall not exceed $36,850. The SUBRECIPIENT shall invoice the GOVERNMENT on a monthly basis for the reimbursement of actual expenditures incurred in the administration of the program. The SUBRECIPIENT may not request disbursement of funds under the agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. Program income must be disbursed before the SUBRECIPIENT requests funds from the GOVERNMENT.

Administrative expenditures may include salaries and fringe benefits of employees who directly operate the housing program, local travel, travel for purposes of training and recertification, third party contracts, office supplies, public information, and expenses related to fair housing activities. No indirect costs will be supported. The SUBRECIPIENT shall invoice the GOVERNMENT on a monthly basis for reimbursement of the rental assistance incurred. Invoices must include the Project Set-Up Reports, TBRA Project Draw Requests and a correct copy of the 640 report from KHC-HMIS for the same month accompanied by a list of client IDs of persons served for the month.

E. Schedule – Time of Performance

The SUBRECIPIENT agrees to complete all activities under this Agreement retroactive from September 10, 2024 through December 31, 2026

F. Timeliness

SUBRECIPIENT must invoice the GOVERNMENT for funds expended at least quarterly beginning no later than three months from the effective date of this agreement. Failure to submit an invoice in two or more consecutive quarters may result in termination of the agreement and reallocation of unspent funds at the discretion of the GOVERNMENT.

II. RECORDS AND REPORTS

A. Records to be Maintained

The SUBRECIPIENT shall maintain all records required by the federal regulations specified in 24 CFR Part 92.508 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records to document salary and fringe benefit costs of the employees whose salaries are in whole or in part paid with administrative funds provided under the terms of this Agreement.
b. Applications of all clients requesting assistance.
c. Client files shall include, but not be limited to, application for assistance, lease, rental assistance contract, evidence of initial income eligibility, drug-free housing addendum, verification of diagnosis of HIV/AIDS, recertification, HQS inspections, lead based paint assessments,
d. Records documenting the extent to which each racial and ethnic groups and single-headed households (by gender of household head) have applied for, participated in, or benefited from the herein described program.
e. Records documenting compliance with the fair housing, affirmative marketing, outreach to minority-owned and female-owned businesses, and equal opportunity components of the HOME Program;
f. Records demonstrating that each housing unit meets the property standards of 24 CFR Part 92.251 and the lead-based paint requirements of 24 CFR Part 92.
g. Records documenting compliance with 2 CFR part 200 and the applicable sections of 24 CFR part 84 as required by 24 CFR Part 92.505.

B. Client Data and Other Sensitive Information

The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to government monitors or their designees for review upon request.

The SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the GOVERNMENT's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

C. Retention

The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records covering acquisitions of property must be kept for five (5) years after the date on which all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 CFR Part 92.353. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Documents imposing recapture/resale restrictions must be retained for five years after the affordability period terminates. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

D. Reporting

The SUBRECIPIENT shall submit an annual report to the GOVERNMENT, providing the following information about the employees of the SUBRECIPIENT's organization: race, age, sex, and disability. The annual report for Fiscal Year 2023 shall be submitted to the GOVERNMENT no later than July 30, 2023. Submission of annual reports is required for each fiscal year in which grant funds are expended.

E. Project Close-out

The SUBRECIPIENT's obligation to the GOVERNMENT shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the GOVERNMENT and determining the custodianship of records.

F. Audits, Inspections and Monitoring

1. Single Audit

The SUBRECIPIENT must be audited as required by 2 CFR part 200, subpart F when it is expected that the SUBRECIPIENT's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

SUBRECIPIENT shall submit a copy of the audit report to the Federal Audit Clearinghouse within 30 days after receipt of the audit report, but not later than nine months after the end of the audit period. Concurrently with the submission of the audit report to the Federal Audit Clearinghouse, SUBRECIPIENT shall submit a copy of the audit report to the GOVERNMENT'S Division of Grants and Special Programs. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of the future payments.

2. Inspections and Monitoring

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the GOVERNMENT, grantor agency, their designees or the federal government, at any time during normal business hours, as often as the grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data to meet the requirements of 2 CFR part 200. The SUBRECIPIENT must submit to monitoring of its activities by the GOVERNMENT as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

G. Access to Records

The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by GOVERNMENT, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

III. HMIS & COORDINATED ENTRY

A. HMIS

The SUBRECIPIENT must ensure that data on all homeless persons served under this Agreement are entered into the applicable community-wide HMIS (Homeless Management Information System) in accordance with standards of HUD. A correct copy of the report from KHC-HMIS is due with each draw request.

B. Coordinated Entry

The SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, with other programs targeted to homeless people in the area covered by the Lexington Continuum of Care, which provides a strategic, community-wide system to prevent and end homelessness for the area.

IV. PROGRAM INCOME

"Program income" means gross income received by the SUBRRECIPIENT directly generated from the use of HOME funds or matching contributions. When program income is generated by housing that is only partially assisted with HOME funds or matching funds, the income shall be prorated to reflect the percentage of HOME funds used.

Program income includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property acquired, rehabilitated, or constructed with HOME funds or matching contributions;
2. Gross income from the use or rental of real property, owned by the participating jurisdiction, State recipient, or a subrecipient, that was acquired, rehabilitated, or constructed, with HOME funds or matching contributions, less costs incidental to generation of the income;
3. Payments of principal and interest on loans made using HOME funds or matching contributions;
4. Proceeds from the sale of loans made with HOME funds or matching contributions;
5. Proceeds from the sale of obligations secured by loans made with HOME funds or matching contributions;
6. Interest earned on program income pending its disposition; and
7. Any other interest or return on the investment permitted under § 92.205(b) of HOME funds or matching contributions.

Pursuant to the requirements set forth in § 92.203, the GOVERNMENT will require remittance of all program income balances (including investments thereof) held by the SUBRECIPIENT to the GOVERNMENT.

V. SUSPENSION AND TERMINATION

In accordance with 24 CFR 200.338, suspension or termination of this Agreement may occur if the SUBRECIPIENT materially fails to comply with any term of the agreement upon written notice by the GOVERNMENT.

VI. REVERSION OF ASSETS

When the Agreement ends, the SUBRECIPIENT must transfer to the GOVERNMENT any HOME funds on hand and accounts receivable attributable to the use of HOME monies.

VII. UNIFORM ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with the applicable provisions in 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. These provisions include:

A. Financial & Program Management

The SUBRECIPIENT shall expend and account for all HOME funds received under this agreement in accordance with 2 CFR part 200, including 2 CFR part 200, subpart D, which covers Standards for Financial and Program Management and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with 2 CFR part 200, subpart E. All items of cost listed in 2 CFR part 200, subpart E, that require prior Federal agency approval are allowable without prior approval of the GOVERNMENT to the extent they comply with the general policies and principles stated in 2 CFR part 200, subpart E and are otherwise eligible under this agreement.

C. Procurement and Contractor Oversight

The SUBRECIPIENT shall comply with the procurement standards in 2 CFR §200.318 - §200.326 when procuring property and services under this agreement and shall subsequently follow property management standards as provided by 2 CFR 200.344.

1. Equipment

The SUBRECIPIENT shall comply with current GOVERNMENT policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

2. Debarment Certification

The SUBRECIPIENT certifies, in accordance with Executive Order 12549 (Debarment and Suspension February 18, 1986) that to the best of its knowledge and belief, that it, its principals, and its subcontractors:

a. Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by and Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other federal law;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or state antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and

d. Have not within a three-year period preceding this proposal had one or more public (Federal, State, or local) transactions or contracts terminated for cause or default.

3. Contractor Oversight

The SUBRECIPIENT shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. The SUBRECIPIENT shall impose the SUBRECIPIENT'S obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

4. Subcontracts

Before the SUBRECIPIENT provides HOME funds to for-profit owners or developers, nonprofit owners or developers or sponsors, subrecipients, homeowners, homebuyers, tenants (or landlords) receiving tenant-based rental assistance, or contractors, the subrecipient must have a written agreement that meets the requirements of this section. The agreement must state if repayment of HOME funds or recaptured HOME funds must be remitted to the GOVERNMENT by the SUBRECIPIENT for additional eligible activities.

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GOVERNMENT prior to the execution of such agreement. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure compliance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the GOVERNMENT along with documentation concerning the selection process.

VIII. HOME PROGRAM REQUIREMENTS

A. The SUBRECIPIENT shall be responsible for requirements in 24 CFR Part 92, Subpart F as these requirements are applicable to the operation of a Tenant Based Rental Assistance program.

B. Income-eligible Households

SUBRECIPIENT agrees that 100% of the units must serve households at or below 60% of the area median income. Additionally, at least 20% of the units must serve households at or below 50% of the area median income, adjusted for size as defined by federal Section 8 income guidelines.

C. Affirmative Marketing

The SUBRECIPIENT agrees to comply with the Affirmative Marketing Plan adopted by the GOVERNMENT in its administration of HOME Investment Partnerships Program funds. SUBRECIPIENT acknowledges receipt of the Affirmative Marketing Plan.

IX. OTHER PROGRAM REQUIREMENTS

The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 92 (HUD regulations concerning HOME Investment Partnerships Program). The SUBRECIPIENT also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The SUBRECIPIENT further agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.

A. Nondiscrimination

1. 24 CFR Part 6

The SUBRECIPIENT will comply with 24 CFR part 6, which implements the provisions of section 109 of Title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

The SUBRECIPIENT will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with HOME funds. Thus, the SUBRECIPIENT shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

In accordance with 24 CFR 5.105 and section 2-33 of the Code of Ordinances of the Lexington-Fayette Urban County Government, the SUBRECIPIENT shall ensure that HUD-assisted housing or other services being provided pursuant to this agreement shall be made available without regard to actual or perceived sexual orientation, gender identity or marital status. Neither SUBRECIPIENT nor any of its agents will inquire about the sexual orientation or gender identity of any applicant for or person receiving HUD-assisted housing or other services

2. Architectural Barriers Act and the Americans with Disabilities Act

The SUBRECIPIENT shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

3. Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

The SUBRECIPIENT shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The SUBRECIPIENT shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by Title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

4. Affirmative Action

a. Approved Plan

The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the GOVERNMENT's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The GOVERNMENT shall provide Affirmative Action guidelines to the SUBRECIPIENT to assist in the formulation of such program.

b. W/MBE

The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed

or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. EEO/AA Statement

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

B. Labor and Employment Restrictions

The SUBRECIPIENT shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, et seq.), and 29 CFR part 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The SUBRECIPIENT 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 SUBRECIPIENT shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the GOVERNMENT for review upon request.

C. Section 3 of the Housing and Urban Development Act of 1968

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the SUBRECIPIENT and any of the SUBRECIPIENT'S subrecipients and subcontractors. Failure to fulfill these requirements shall subject the GOVERNMENT, the SUBRECIPIENT and any of the SUBRECIPIENT'S subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontractors executed under this Agreement:

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to

the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the HOME-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the HOME-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low-and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. Conduct

1. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

2. Conflict of Interest

In the procurement of supplies, equipment, construction, and services pursuant to this agreement, the SUBRECIPIENT shall comply with the conflict of interest

provisions in 2 CFR 200.317 and 200.318. In all cases not governed by 2 CFR 200.317 and 200.318, the SUBRECIPIENT shall comply with the conflict of interest provisions in 24 CFR 570.611, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder.

3. Lobbying

The SUBRECIPIENT hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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;
b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
c. It will require that the language of paragraph (d) 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; and
d. 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.

E. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement will not be used for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

F. Drug Free Workplace

The SUBRECIPIENT shall administer a policy designed to ensure that the facilities providing services under the terms of this agreement are free from the illegal use, possession, or distribution of drugs or alcohol by its employees and beneficiaries.

G. Insurance & Bonding

The SUBRECIPIENT shall comply with the bonding and insurance requirements of 24 CFR §200.325 and §200.310.

H. FFATA

The SUBRECIPIENT shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The SUBRECIPIENT must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The SUBRECIPIENT must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

I. Environmental Conditions

The SUBRECIPIENT must comply with the limitations in 24 CFR 92.352 even though the SUBRECIPIENT is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making, and action (see 24 CFR part 58).

J. Relocation, Real Property Acquisition and One-for-One Housing Replacement

The SUBRECIPIENT agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606 (c) governing the Residential Antidisplacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in §570.606(d) governing optional relocation policies. The SUBRECIPIENT shall provide relocation assistance to persons (families, individuals, businesses, non-profit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a HOME-assisted project. The SUBRECIPIENT also agrees to comply with applicable GOVERNMENT policies concerning the displacement of persons from their residences.

K. VAWA Requirements

The Violence Against Women Act (VAWA) requirements set forth in 24 CFR part 5, subpart L, apply to all HOME tenant-based rental assistance and rental housing assisted with HOME funds. The Owner shall comply with the Violence Against Women Act (VAWA) requirements set forth in 24 CFR §5.2005, specifically protections for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, including but not limited to, providing notification of occupancy rights, constructing lease terms of assistance for victims, and providing emergency transfer plans.

L. Fees

The SUBRECIPIENT is prohibited from charging servicing, origination, or other fees for the costs of administering the HOME program, except as permitted by § 92.214(b)(1).

VII. GENERAL CONDITIONS

A. SUBRECIPIENT agrees to defend, indemnify, and hold harmless GOVERNMENT from any and all losses or claims of whatever kind, that are in any way incidental to, or connected with, or that arise or alleged to have arisen, directly or indirectly, in whole or in part, from the execution, performance, or breach of this contract by SUBRECIPIENT, including any environmental problems, including, without limitation, soil and/or water contamination, and remedial investigations and feasibility studies thereof, which exist at or prior to the contract commencement date, regardless of when such losses or claims are made or incurred. This indemnity agreement shall in no way be limited by any financial responsibility, or loss control requirements below, and shall survive the termination of this contract.

For the purposes of this Indemnity Provision:

1. The word "defend" includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at SUBRECIPIENT'S expense, using attorneys approved in writing by GOVERNMENT, which approval shall not be unreasonably withheld.

2. The word "claims" includes, but is not limited to, claims, demands, liens, suits, notices of violation from Governmental agencies, and other causes of action of whatever kind.

3. The word "losses" includes, but is not limited to: attorney fees and expenses; costs of litigation; court or administrative costs; 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 SUBRECIPIENT and GOVERNMENT, and damage to, or destruction of, any property, including the property of GOVERNMENT.

B. The SUBRECIPIENT shall provide Workers' Compensation insurance coverage for all its employees involved in the performance of this Agreement.

C. If this Agreement results in any copyrightable material or inventions, the GOVERNMENT and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

D. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the GOVERNMENT and the SUBRECIPIENT.

E. The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GOVERNMENT thereto; provided, however, that claims for money due or to become due to the GOVERNMENT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GOVERNMENT.

F. GOVERNMENT and the SUBRECIPIENT each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives of such other

party, in respect to all covenants, agreements, and obligations of the Agreement.

G. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by email (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (iii) when delivered or mailed by certified mail, postage prepaid, or return receipt requested. The addresses for such communications shall be to the respective addresses or of the parties as set forth in the Agreement, or at such other address as such parties shall have furnished in writing.

IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton

Linda Gorton, Mayor

DATE: 3/6/2025

ATTEST:

Clerk of Urban County Council

AVOL KENTUCKY, INC.

BY: Jon Parker

Jon Parker, Executive Director

DATE: 3-4-2025

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0423-24

File ID:	0423-24	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**	112-2024	**In Control:**	Urban County Council
				File Created:	04/15/2024
File Name:	Request Council authorization to execute Supplemental Agreement No. 1 with the Kentucky Transportation Cabinet and to accept additional federal Transportation Alternatives Program (TAP) funds in the amount of $263,000 for the design phase of the Alumni Dr			**Final Action:**	05/09/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Supplemental Agreement No. 1 with the Ky. Transportation Cabinet to accept an additional Grant of $263,000 in Federal funds from the Ky. Transportation Cabinet Transportation Alternatives Program (tap), for the design phase of the Alumni Dr. Shared Use Path Project, the acceptance of which obligates the Urban County Government to the expenditure of $65,750 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Engineering, Burton]

Notes: signed and file din CCO 2 originals given back to celia 5-10. AA

Sponsors:		**Enactment Date:**	05/09/2024
Attachments:	24-Blue Sheet SA No.1 Alumni Dr Project, BA 12977, LFUCG Alumni Shared Use Path Supplemental No. 1 - Unsigned, Person in Resp Charge Form, Location Map Alumni SUP, RESO 0423-24 Transportation Cabinet additional grant funds 4889-3166-0984 v.1.doc, R-227-2024, Contract #112-2024	**Enactment Number:**	R-227-2024
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	04/23/2024	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 0423-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Supplemental Agreement No. 1 with the Ky. Transportation Cabinet to accept an additional Grant of $263,000 in Federal funds from the Ky. Transportation Cabinet Transportation Alternatives Program (tap), for the design phase of the Alumni Dr. Shared Use Path Project, the acceptance of which obligates the Urban County Government to the expenditure of $65,750 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Engineering, Burton]

Summary

Authorization to execute Supplemental Agreement No. 1 with the Kentucky Transportation Cabinet and to accept additional federal Transportation Alternatives Program (TAP) funds in the amount of $263,000 for the design phase of the Alumni Drive Shared Use Path Project, as funded under the KYTC TAP Program for capital improvements projects. Acceptance of these funds requires $65,750 in local match. Budget amendment in process. (L0423-24) (Burton/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Brittany Smith, 4/9/2024

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.

Account Number: 3160-303202-3251-91715

This Fiscal Year Impact: $328,750

Annual Impact: $0

Project: ALUMNI_PTH_2023

Activity: DESIGN

Budget Reference: 2023

Current Balance: Budget amendment is in process

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **APRIL 15, 2024**

SUBJECT: **Supplemental Agreement No. 1 for Alumni Drive Shared Use Path Project – Design Phase**

Request: Council authorization to execute Supplemental Agreement No. 1 with the Kentucky Transportation Cabinet and to accept additional federal Transportation Alternatives Program (TAP) funds in the amount of $263,000 for the design phase of the Alumni Drive Shared Use Path Project, as funded under the KYTC TAP program for capital improvements projects. Acceptance of these funds requires $65,750 in local match.

Purpose of the Request: On October 4, 2022, (Resolution 535-2022), Council approved acceptance of TAP funds in the amount of $177,000 and a local match in the amount of $44,250, for the design phase of the Alumni Drive Shared Use Path Project, for a total design phase funding of $221,250.

With Supplemental Agreement No. 1, the Kentucky Transportation Cabinet has offered the LFUCG additional TAP funds for the design phase of the Alumni Drive Shared Use Path Project in the amount of $263,000. Local match in the amount of $65,750 is required for a total additional design phase cost of $328,750. This additional funding is for a shortfall between the previously budgeted amount and the negotiated design costs. Combined with the previous amount, the total design phase cost funding is $550,000.

The Alumni Drive Shared Use Path Project is a shared use path project on Alumni Drive from Tates Creek Road to New Circle Road that will provide bicycle and pedestrian facilities.

What is the cost in this budget year and future budget years? The cost for FY24 is $328,750 total: $263,000 federal funds and $65,750 local match. Future years funding is dependent upon availability of grant funding.

Are the funds budgeted? Budget amendment is in process.

File Number: 0423-24

Director/Commissioner: Burton/Albright

LFUCG Budget Amendment Request Form

Requester: Moore,Celia E **Date:** 04/16/2024 **Status:** Pending Approval **Amend Nbr:** 12977

Business Unit: LFUCG **Journal Date:** 04/16/2024 **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	3160	303202	3251	91715	Construction-Street	328,750.00	035224	055143	

Revenue Accounts

Personalize | Find | View All | First 1-2 of 2 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3160	303202	3251	44010	Intergovernmental - Federal	263,000.00	035224	055143	
2	3160	303202	3251	45915	Transfer From Municipal Aid	65,750.00	035224	055143	

Project/Grant Revenue

Project/Grant Expenditures

Comments:

To budget additional TAP funds on Alumni Drive Share Path Project (ALUMNI_PTH_2023) for design.

Net Amend Amt: 0.00

Submit for Approval

Save Add

AMENDMENT TO THE AGREEMENT BETWEEN
KENTUCKY TRANSPORTATION CABINET
AND THE
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
SC-628-2300000532
SYP ITEM # 07-03038.00
SUPPLEMENTAL AGREEMENT NO. 1

This Amendment made and entered into by and between the Kentucky Transportation Cabinet (KYTC) and the Lexington Fayette Urban County Goverment acting as an amendment to that Agreement entered into between the parties dated October 6, 2022.

WHEREAS, on October 6, 2022, the parties hereto entered into an agreement for the Alumni Drive Shared Use Path Project, and

WHEREAS, the parties desire to amend said agreement;

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

1. The Budget and Scope of Work of Agreement numbered SC-628-2300000532 is hereby modified as show on Attachment A;
2. The Terms and Conditions of the Agreement numbered SC-628-2300000532 are hereby extended to December 31, 2026.
3. All other terms and conditions of SC—628-2300000532 shall remain in effect.

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

Kentucky Transportation Cabinet:
Approved as to form & legality:

_____
Attorney
Transportation Cabinet

Date: _____

Commonwealth of Kentucky

_____
Jim Gray, Secretary
Transportation Cabinet

Date: _____

Lexington Fayette County Government:
Approved as to form & legality:

_____
Attorney

Date: _____

_____
Mayor

Date: _____

ATTACHMENT A
SCOPE OF WORK AND BUDGET

Scope of Work:

UEI number: VM1GLHWZXA96

PE, environmental and design engineering activities for construction of a shared use path along Alumni Drive from Tates Creek to New Circle Road

Budget:

		Federal Funds (TAP)	Local Funds	State Match	Total
Original MOA (October 6, 2022)	Design Phase Funding: Recipient Program# 1552201D	$177,000.00	$44,250.00	-	$221,250.00
	Design Phase Funding: Cabinet Program# 1552202D	$17,700.00	-	$4,425.00	$22,125.00
Supplemental Agreement No. 1 (Current)	Design Phase Funding: Recipient Program# 1552201D	+$263,000.00	+$65,750.00	-	+$328,750.00
Design Phase Total for Recipient		**$440,000.00**	**$110,000.00**	**-**	**$550,000.00**
Design Phase Total for Cabinet		**$17,700.00**	**-**	**$4,425.00**	**$22,125.00**

All federally-funded projects are set up in phases (design, ROW, utilities, construction). No work can begin on any phase of a project until the CABINET provides a written notice to proceed for that phase. Funding for this project will be programmed with FHWA as each phase is approved. Effective December 26, 2014, FHWA requires a project end date for each federal project phase programmed. As each phase of the project is programmed with FHWA a supplemental agreement will be sent to the project sponsor to add the funding and adjust the project end date. Any expenditure incurred by the project sponsor after the end date will not be eligible for reimbursement. If the project sponsor requires an extension, they must notify the Administering Office thirty (30) days before the project end date.

ATTACHMENT B

ATTACH A RESOLUTION HERE

A resolution authorizing the Mayor or Judge/Executive to sign this agreement is necessary if funds are being added or removed from a project or the original terms and conditions are being altered. An acceptable Resolution shall contain the **project name, description, and amount of funds being provided by the Agreement.** If the Resolution does not contain this information, the Agreement will be returned to the Recipient for correction.

An example resolution can be found at:

https://transportation.ky.gov/Program-Management/Documents/LPA1%20-%20Attach%202%20-%20Sample%20Resolution.pdf

ATTACHMENT C
PERSON IN RESPONSIBLE CHARGE FORM

If the Person in Responsible Charge has changed since the execution of the original MOA, please attach a new form as Attachment C.

The form can be accessed at: https://transportation.ky.gov/Program-Management/Documents/LPA1%20-%20Attach%203%20-%20Person%20in%20Responsible%20Charge%20Form.docx.

If a new form is unnecessary, no Attachment C will be required with this Supplemental Agreement.

PERSON IN RESPONSIBLE CHARGE

Upon federal-aid project delegation to the RECIPIENT by the CABINET, the undersigned hereby certifies the following, to the best of his or her knowledge and belief, on behalf of the RECIPIENT:

1. Pursuant to 23 CFR 635.105(c) (4), the RECIPIENT acting as a subrecipient of federal transportation funds must provide an employee of that agency, who is available full time, to be in responsible charge of the PROJECT. The individual in responsible charge of the PROJECT is held accountable for ensuring that all applicable Federal and State regulations are followed on the PROJECT. This person will have the authority and resources to manage the PROJECT and will be the primary point of contact with the CABINET. This person may be the project engineer provided that the project engineer is a full-time employee of the RECIPIENT. If the project engineer is a consultant, the person in responsible charge must be a full-time employee of the RECIPIENT.

2. The undersigned and the designated RECIPIENT's person in responsible charge of this PROJECT has read and understands the contract administration and inspection responsibilities described in the CABINET's *Federal-Aid Highway Program Project Development Guide for Local Public Agencies* (LPA Guide).

3. The undersigned will carry out this PROJECT in accordance with the applicable Federal and State laws and associated regulations identified in the LPA Guide.

4. The undersigned will enforce compliance with the above-mentioned laws, regulations, policies, and guidelines by its consultants, contractors, and subcontractors.

5. The undersigned certifies the designated person in responsible charge will:
   - Have the ability to visit the PROJECT or attend meetings related to the PROJECT as needed.
   - Be responsible for ensuring that the PROJECT is delivered on time in accordance with established milestones and the terms of the contract between the RECIPIENT and the CABINET.

6. In accordance with the requirements outlined above, RECIPIENT has selected the following individual as the person in responsible charge for the PROJECT:

Name: Scott Gabbard, P.E.	Position with RECIPIENT: Municipal Engineer Sr.
E-mail: sgabbard@lexingtonky.gov	Phone: 859 258-3437
Signature: Scott Gabbard	

7. Should the RECIPIENT require a change to the Person in Responsible Charge, they will notify the CABINET, designate a new Person in Responsible Charge, and resubmit this form within 7 days of the change.

Linda Gorton, Mayor Date



LEXINGTON

DIVISION OF ENGINEERING

PROJECT LOCATION MAP
ALUMNI DRIVE
SHARED USE PATH

07/06/2022
DATE

RESOLUTION NO. _____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 1 WITH THE KENTUCKY TRANSPORTATION CABINET TO ACCEPT AN ADDITIONAL GRANT OF $263,000.00 IN FEDERAL FUNDS FROM THE KENTUCKY TRANSPORTATION CABINET TRANSPORTATION ALTERNATIVES PROGRAM (TAP), FOR THE DESIGN PHASE OF THE ALUMNI DRIVE SHARED USE PATH PROJECT, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF $65,750.00 AS A LOCAL MATCH, 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 execute Supplemental Agreement No. 1, which is attached hereto and incorporated herein by reference, with the Kentucky Transportation Cabinet to accept an additional grant of $263,000.00 in federal funds from the Kentucky Transportation Cabinet Transportation Alternatives Program (TAP), for the design phase of the Alumni Drive Shared Use Path Project, the acceptance of which obligates the Lexington-Fayette Urban County Government to the expenditure of $65,750.00 as a local match.

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 previously 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
0423-24:BGS:4889-3166-0984, v. 1

RESOLUTION NO. 227 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 1 WITH THE KENTUCKY TRANSPORTATION CABINET TO ACCEPT AN ADDITIONAL GRANT OF $263,000.00 IN FEDERAL FUNDS FROM THE KENTUCKY TRANSPORTATION CABINET TRANSPORTATION ALTERNATIVES PROGRAM (TAP), FOR THE DESIGN PHASE OF THE ALUMNI DRIVE SHARED USE PATH PROJECT, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF $65,750.00 AS A LOCAL MATCH, 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 execute Supplemental Agreement No. 1, which is attached hereto and incorporated herein by reference, with the Kentucky Transportation Cabinet to accept an additional grant of $263,000.00 in federal funds from the Kentucky Transportation Cabinet Transportation Alternatives Program (TAP), for the design phase of the Alumni Drive Shared Use Path Project, the acceptance of which obligates the Lexington-Fayette Urban County Government to the expenditure of $65,750.00 as a local match.

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 previously 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

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0423-24:BGS:4889-3166-0984, v. 1

Resolution# 227-2024
Contract #112-2024

ENGINEERING SERVICES AGREEMENT

ALUMNI DRIVE SHARED USE PATH PROJECT

APRIL 2024

LEXINGTON

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2024 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and **Strand Associates, Inc.** (**CONSULTANT**). **OWNER** intends to proceed with the **Alumni Drive Shared Use Path Project** as described in the attached **"Scope of Services"** document **(Exhibit A)**. The services are to include surveying, preliminary and final design, and preparation of complete plans and specifications for the Alumni Drive Shred Use Path Project. The services are hereinafter referred to as the **Project**.

OWNER and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

CONSULTANT shall perform professional services as hereinafter stated that include customary civil, geotechnical, structural, and traffic engineering services; and customary surveying services incidental thereto.

1.2. Data Collection and Preliminary Design Phase

After written authorization to proceed with the Data Collection and Preliminary Design Phase, **CONSULTANT** shall:

1.2.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project engineer and liaison representative between the **CONSULTANT** and the **OWNER**.

1.2.2. Meet with **OWNER** to discuss the project requirements and proposed Scope of Services, and to conduct a project site visit.

1.2.3. On the basis of the "Scope of Services", review available GIS, mapping, Property Valuation Administrator data and related documents; conduct field and boundary surveys; and prepare a Preliminary Design Technical Memorandum.

1.2.4. Furnish up to three (3) copies of the above preliminary design documents and present them in person to **OWNER**. After **OWNER'S** detailed review, attend conference with **OWNER** to discuss **OWNER'S** comments.

1.2.5. Furnish one copy of the above preliminary drawings to each of the local utility companies.

1.2.6. Furnish one (1) copy of the above preliminary drawings to the Kentucky Transportation Cabinet.

1.3. Final Design Phase

After written authorization to proceed with the Final Design Phase, **CONSULTANT** shall:

1.3.1. On the basis of the approved preliminary design documents and the preliminary opinion of construction cost, prepare final drawings and specifications consistent with the "Scope of Services", to show the character and extent of the Project.

1.3.2. Prepare such documents and design data as may be required to apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and obtain such approvals by negotiations with appropriate authorities.

1.3.3. Advise **OWNER** of any adjustments to the latest opinion of construction cost resulting from changes in the project extent and/or design requirements, or in changes to unit costs. Furnish a revised opinion of construction cost based on the Drawings and Specifications.

1.3.4. Prepare for review and approval by **OWNER**, contract agreement forms, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders, and other related documents.

1.3.5. Furnish up to three (3) copies of the above documents and present them in person to **OWNER**. After **OWNER'S** detailed review, attend conference with **OWNER** to discuss **OWNER'S** comments.

1.3.6. Furnish one (1) copy of the Final Drawings to each of the local utility companies.

1.3.7. Furnish one (1) copy of the Final Drawings to the Kentucky Transportation Cabinet.

1.4. Easement and Right-of-Way Acquisition

After written authorization to proceed with Easement and Right-of-Way Acquisition, **CONSULTANT** shall:

1.4.1. Prepare plats and legal descriptions as required for acquisition of right-of-way consistent with the "Scope of Services".

1.4.2. Prepare exhibits and legal descriptions as required for acquisition of temporary and permanent easements consistent with the "Scope of Services".

1.4.3. Set corner pins (or offsets) as necessary to define the physical limits of all properties which must be acquired in fee simple consistent with the "Scope of Services".

Note: **OWNER** may acquire easements and right-of-way in-house, or utilize the services of the **CONSULTANT** through a contract modification.

1.5. Bidding or Negotiating Phase

The Bidding or Negotiation Phase shall be performed solely by the **OWNER**. However, during Bidding, the **CONSULTANT** shall be available to address any questions that arise concerning the accuracy or intent of his work, and others services as defined in Exhibit A "Scope of Services".

1.6. Construction Phase

OWNER may furnish construction inspection services in-house, or utilize the services of the **CONSULTANT** through a contract modification.

During Construction, the **CONSULTANT** shall be available to address any questions that arise concerning the accuracy or intent of the Services.

SECTION 2 - EXTRA WORK BY CONSULTANT

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

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

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

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

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

3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.

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

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

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

SECTION 4 - PERIOD OF SERVICES

4.1. Time is of the essence. See Exhibit A "Scope of Services" for the project schedule.

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

If delays result by reason of acts of the **OWNER** or approving agencies, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 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.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.
OWNER shall pay **CONSULTANT** for Basic Services rendered a fee not exceeding **five hundred forty one thousand four hundred and one dollars ($541,401)**.

5.1.2. For Extra Work.
"Extra Work" shall be paid for by the **OWNER** on the basis of a fixed fee, the amount of which shall be determined by negotiation. The **OWNER** shall have the right to negotiate alternate methods of payment for "Extra Work" if the **OWNER** determines that the fixed fee basis is not feasible. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon the amount of payment for "Extra Work", then the amount of such payment shall be determined as set forth in Section 6.5, "DISPUTES" of this Agreement.

5.2. Times of Payment.

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

5.3. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee; as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1 above.

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.1.2. The **OWNER** reserves the right to terminate the Agreement at any time upon seven (7) days written notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents.

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

6.3. Legal Responsibilities and Legal Relations.

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

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

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues.

6.4. Successors and Assigns.

6.4.1. **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement, nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

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

6.5. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **CONSULTANT** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Engineer's Office and the **CONSULTANT**, shall be submitted to the Commissioner, Department of Environmental Quality and Public Works, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of CONSULTANT'S Work.

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **CONSULTANT**, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made an incontrovertible representation that the information is accurate. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** engineering contracts.

6.7. Security Clause.

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

6.8. Access to Records.

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

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. Definitions

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

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

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

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

6.9.2. Indemnification and Hold Harmless Provision

a. It is understood and agreed by the parties that **CONSULTANT** hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of **CONSULTANT** under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

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

c. Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted

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

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

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

6.9.3. Financial Responsibility

The **CONSULTANT** understands and agrees that the **CONSULTANT** shall, prior to final acceptance of the **CONSULTANT'S** proposal and the commencement of any work; demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of Section 6.9 of this Agreement.

6.9.4. Insurance Requirements

6.9.4.1 Required Insurance Coverage

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

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Excess/Umbrella Liability	$2 million per occurrence
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, $1 million per occurrence
Professional Liability	$1 million per claim, $3 million aggregate

Worker's Compensation	Statutory
Employer's Liability	$1 million

The policies above shall contain the following conditions:

a. Policy shall be obtained unless it is deemed not to apply by **OWNER**.

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

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

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

6.9.4.2. Renewals

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

6.9.4.3. Deductibles and Self-Insured Programs

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 **CONSULTANT'S** financial capacity to respond to claims. Any such programs or retentions must provide **OWNER** with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If **CONSULTANT** satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, **CONSULTANT** agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

a. Latest audited financial statement, including auditor's notes.

b. Any records of any self-insured trust fund plan or policy and related accounting statements.

c. Actuarial funding reports or retained losses.

d. Risk Management Manual or a description of the self-insurance and risk management program.

e. A claim loss run summary for the previous five (5) years.

f. Self-Insured Associations will be considered.

6.9.4.4. Verification of Coverage

CONSULTANT agrees to furnish **OWNER** 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 **OWNER** copies of all insurance policies, including all endorsements.

6.9.4.5. Right to Review, Audit and Inspect

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

6.9.5 Safety and Loss Control

CONSULTANT understands and agrees that **OWNER** is in no way responsible for the safety and property of **CONSULTANT** or its personnel, **CONSULTANT** shall comply with all applicable federal, state and local safety standards related to the performance of its work or services under this Agreement and take reasonably necessary action to protect the life, health and safety and property of its personnel, the public and **OWNER** in the locations and areas in which **CONSULTANT** is performing services under the Agreement.

6.9.6 Default

CONSULTANT understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that **OWNER** 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 **CONSULTANT** for any such insurance premiums purchased, or suspending or terminating the work.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

8.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Scott Gabbard PE, Municipal Engineer Sr., of the Division of Engineering, (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

8.2. The following Exhibits are attached hereto and incorporated herein by reference, as if fully stated. The governing order of the documents incorporated herein is as follows:

1. Engineering Services Agreement consisting of 14 pages
2. Exhibit A – Scope of Services consisting of 5 pages (excluding title sheet)
3. Exhibit B – Fee Proposal consisting of 22 pages (excluding title sheet)
4. Exhibit C – Request for Qualifications consisting of 50 pages (excluding title sheet)
5. Exhibit D – Certificate of Insurance consisting of two (2) pages (excluding title sheet)

8.3. This Agreement, together with the Exhibits and schedules identified above constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

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

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

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

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

OWNER:
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

CONSULTANT:
Strand Associates, Inc.

BY: Joseph M Bunker
Joseph M. Bunker, Corporate Secretary

ATTEST:

URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY
COUNTY OF FAYETTE

The foregoing Agreement was subscribed, sworn to and acknowledged before me by JOSEPH M. BUNKER, as the duly authorized representative for and on behalf of STRAND ASSOCIATES, INC., on this the 11 day of APRIL, 2024.

My commission expires: JULY 4, 2025.

LAURA ELIZABETH ROBERTS NOTARY PUBLIC STATE OF WISCONSIN

Laura Elizabeth Roberts
NOTARY PUBLIC

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

Alumni Drive Shared Use Path Project–Tates Creek Road to New Circle Road
Scope of Services and Related Matters

The basic services outlined in this Scope of Services document includes the preliminary and final design for approximately 2.0 miles of shared use path along Alumni Drive between Tates Creek Road and New Circle Road.

Scope of Services

CONSULTANT will provide the following Services to OWNER:

Survey

1. Establish survey control including four temporary benchmarks, set outside of the anticipated construction limits, for use during construction.

2. Perform deed and plat research available at the Fayette County Clerk's Office for properties along both sides of Alumni Drive.

3. Send survey notification letters in advance of the topographic survey.

4. Conduct topographic survey along Alumni Drive and side street approaches including the following:

    a. Existing planimetric features including existing sidewalks, edges of roadway, entrances, steps, and lane markings.

    b. Contact Kentucky 811 to locate utilities.

    c. Horizontal location of visible utility features and marked utilities and service lines. Subsurface utility locations will be obtained as part of a future amendment, as needed. Utility pole ownership information, position of utility wires labeled by utility provider, and low wire elevations will be included.

    d. Storm and sanitary sewer structure data information including rim elevations, invert elevations, and pipe connection orientation.

    e. Adjacent property features such as fences, retaining walls, flag poles, landscape lighting, mailboxes, commercial signage, and buildings.

    f. Location and identification of trees over five inches in diameter and vegetation edges. Trees with a diameter less than five inches that appear to be deliberately planted on a property will also be located and identified.

    g. Locate boundary monuments found during the survey.

5. Develop existing right-of-way and property line base map including existing recorded permanent easements based on field located boundary monuments and deed research and indicate current property owners.

Preliminary Design

1. Develop up to three intersection layout alternatives to accommodate the shared use path at the Alumni Drive and Chinoe Road intersection. The intersection alternatives do not anticipate a change in traffic control type or modifications to the existing vehicular lanes.

2. Develop two alternatives, one along the north side and one along the south side of Alumni Drive, for routing a shared use path along Alumni Drive from Tates Creek Road to Chinoe Road.

3. Develop one alternative for a shared use path along the north side of Alumni Drive from the Chinoe Road intersection to the east side of the KY 4 inner loop exit ramp.

4. Develop drawings for converting the three asphalt median islands west of KY 4 to landscape areas.

5. Study and develop horizontal alignment and vertical alignment for Alumni Drive shared use path.

6. Prepare preliminary roadway CADD surface model of the potential Alumni Drive shared use path to develop preliminary disturbance limits and evaluate preliminary right-of-way and temporary easement needs.

7. Prepare preliminary drainage analysis including:

    a. Develop existing drainage system map and perform existing conditions analysis.

    b. Develop preliminary proposed drainage concept.

8. Prepare and submit preliminary design memorandum with exhibits for OWNER review including the following:

    a. Prepare 50 scale roll plot exhibits showing existing right-of-way and property lines, proposed shared use path layout, preliminary right-of-way, and easement lines.

    b. Prepare 50 scale roll plot profile drawings.

    c. Prepare summary of utility impacts, property impacts, and permitting.

    d. Prepare exhibit showing trees anticipated to be impacted by construction. Include an inventory with location, species, caliper, and whether the disturb limits impact the tree trunk or drip line.

e. Prepare a preliminary list of products and materials that may require special consideration by the Kentucky Transportation Cabinet (KYTC) or Federal Highway Administration.

f. Prepare list of potential encroachments onto public right-of-way.

g. Prepare an opinion of probable construction costs (OPCC) of the OWNER-selected alternatives based on anticipated major bid items.

9. Attend one meeting with OWNER to review preliminary design memorandum and exhibits.

Utility Coordination

1. Attend up to four utility meetings.

2. Prepare up to three utility review submittals in electronic PDF format.

3. Develop and maintain a log of potential utility conflicts for review by OWNER and utility providers. The number and locations of subsurface utility locates is anticipated to be selected during design and provided via a future agreement amendment, as needed.

Final Design

1. Provide roadway drawings including:

a. Cover sheet.

b. Quantity summary, survey control, and general notes.

c. Typical sections selected by OWNER.

d. Plan and profile drawings (20 scale).

e. Cross section drawings (5 scale) at 50-foot intervals.

f. Maintenance of traffic construction phasing drawings and notes.

g. Striping, signing, and signal drawings.

h. Landscape and hardscape drawings and details.

i. Coordinate control drawings.

j. Intersection grading drawings including up to 20 curb ramp details.

k. Right-of-way summary sheet and strip maps with areas. The number of legal descriptions and public acquisition plats will be determined during final design and provided via a future amendment.

l. Detail sheets.

m. Storm sewer profile drawings.

n. Erosion and sediment control drawings.

o. Photometric analysis using AGI-32 for OWNER and Kentucky Utilities to use to install utility provided lighting.

2. Prepare a right-of-way drawing submittal including developing project range of values, preparing project report, and right-of-way phase budget. Legal descriptions, public acquisition plats, and right-of-way revisions will be provided as part of a future agreement amendment, as needed.

3. Prepare final construction drawing submittal for OWNER review including:

   a. Drawings.

   b. Technical specifications.

   c. Section 1 of the KYTC Local Public Agency Project Development Checklist.

   d. Traffic Management Plan in accordance with KYTC guidelines.

   e. OPCC.

   f. Provide a summary document listing the testing requirements for construction materials in accordance with KYTC procedures. For materials that cannot be sampled and tested in accordance with KYTC guidelines, prepare an alternative test method or justification why testing is not warranted.

4. Attend a final review meeting with OWNER.

5. Incorporate OWNER comments, as appropriate.

6. Prepare and submit permit applications.

7. Submit contract documents to OWNER for bidding.

8. Provide technical support services during bidding, including preparation of responses to technical questions, attendance at a prebid meeting, reviewing the bid tabulation, and submitting a recommendation for award and preparing Section II of the KYTC LPA PDC and compiling accompanying paperwork.

Meetings and Public Involvement

1. Prepare for and attend up to four project design meetings with OWNER.

2. Prepare for and attend one open house style public meeting.

3. Attend up to five individual meetings with property owners to review the design.

Schedule

Calendar days are counted from the date that a written notice to proceed is received by the CONSULTANT which is anticipated on April 15, 2024. Exact times of meetings will be arranged by the CONSULTANT.

Service	Schedule
Project kickoff meeting	20 days
Submission of preliminary drawings	180 days
Meeting to review preliminary plans	190 days
Hold public meeting	210 days
Submission right-of-way summary sheets, strip maps, and cost opinion	270 days
Submission of 90 percent design drawings	270 days
Meeting to review right-of-way drawings	290 days
Submission completed right-of-way drawings	330 days*
Prepare bidding documents and final drawings	800 days**

* Schedule for submission of right-of-way drawings contingent upon completion of subsurface utility locations, legal descriptions, and public acquisition plats to be added by a future agreement amendment, as needed.

** Schedule for bidding documents and final drawings contingent upon right-of-way being acquired and construction funding to be obligated.

Compensation

OWNER shall compensate CONSULTANT for the Scope of Services a lump sum of $541,401.

EXHIBIT B

FEE PROPOSAL

TEAM KENTUCKY TRANSPORTATION CABINET

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF PROFESSIONAL SERVICES

TC 40-2
Rev. 12/2022

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

SECTION 1: PROJECT INFORMATION

DATE:	Jan 3, 2024	**COUNTY:**	Fayette	**ITEM #:**	7-3038
PROJECT:	Alumni Drive				
DESC:	Construct Shared Use Path along Alumni Drive from Tates Creek Road to KY 4				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED HOURS	NEGOTIATED HOURS	AVERAGE RATE	ESTIMATED COST
Survey	485	485	$ 59.91	$ 29,056.35
Preliminary Line and Grade	572	572	$ 58.78	$ 33,622.16
Utility Coordination	19	19	$ 60.60	$ 1,151.40
Right of Way Plans	124	124	$ 59.91	$ 7,428.84
Final Plans	752	752	$ 57.66	$ 43,360.32
Meetings	44	44	$ 64.36	$ 2,831.84
Public Involvement	32	32	$ 66.95	$ 2,142.40
				$ -
				$ -
				$ -
TOTAL PRODUCTION HOURS & PAYROLL	2028	2028	$ 58.97	**$ 119,593.31**

OVERHEAD (150.66 %)	$	180,179.28
PROFIT (15.00 %)	$	44,965.89
COST OF MONEY (1.45 %)	$	1,734.10

DIRECT COSTS	AMOUNT
Computer Time - $14.00 per hour, 1400 hours	$ 19,600.00
Survey Equipment: GPS 24 Days x $290 per day)	$ 6,960.00
Printing: 1,000 Each x $0.15, Plan Sheets (200 sheets x 12 sets x 6 SFT x $0.35)	$ 5,190.00
Mileage: Survey (30 x 4 miles x $0.58/mile), Meetings 11 x 12 miles x $0.45/mile)	$ 129.00
TOTAL DIRECT COSTS	**$ 31,879.00**

SUBCONSULTANTS	AMOUNT
Palmer Engineering (Design and Environmental)	$ 146,615.00
Element Design	$ 16,434.00
TOTAL SUBCONSULTANTS	**$ 163,049.00**

TOTAL FEE	**$ 541,401**

*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: Strand Associates, Inc.		**SIGNED BY:** Chase K. Wright, P.E.
Chase K Wright	Project Manager	1/3/2024
CONSULTANT SIGNATURE	**TITLE**	**DATE**
PROFESSIONAL SERVICES SIGNATURE	**TITLE**	**DATE**

CLASSIFICATIONS AND PERCENTAGES

COUNTY	Fayette County
CONSULTANT	Strand Associates, Inc.
PROJECT	Alumni Drive
ITEM NO.	07-3038

Escalation Rate:	5.00%	Based on Approved Audited Rates	7/14/2023
Estimated Midpoint:	8/2/2024	Based on Notice to Proceed	2/1/2024
Period(s):	1.05	Based on Estimated Completion Dat	2/1/2025
Factor:	5.25%		

POSITION	AVG. RATE	ESCALATED RATE	Survey ITEM I		Preliminary Line and Grade ITEM II		Utility Coordination ITEM III		Right of Way Plans ITEM IV		Final Plans ITEM V		Meetings ITEM VI		Public Involvement ITEM VII	
Senior Project Manager	$94.05	$98.99	$9.90	10.0%	$7.92	8.0%	$7.92	8.0%	$9.90	10.0%	$7.92	8.0%	$9.90	10.0%	$14.85	15.0%
Project Engineer	$62.71	$66.00	$23.10	35.0%	$23.10	35.0%	$29.70	45.0%	$23.10	35.0%	$19.80	30.0%	$37.62	57.0%	$39.60	60.0%
Engineer	$49.30	$51.89	$18.16	35.0%	$18.16	35.0%	$15.57	30.0%	$18.16	35.0%	$18.16	35.0%	$15.57	30.0%	$10.38	20.0%
Engineer in Training	$41.55	$43.73	$8.75	20.0%	$8.75	20.0%	$6.56	15.0%	$8.75	20.0%	$10.93	25.0%	$0.00	0.0%	$0.00	0.0%
Office Production	$40.33	$42.45	$0.00	0.0%	$0.85	2.0%	$0.85	2.0%	$0.00	0.0%	$0.85	2.0%	$1.27	3.0%	$2.12	5.0%
				100%		100%		100%		100%		100%		100%		100%
TOTAL			$59.91		$58.78		$60.60		$59.91		$57.66		$64.36		$66.95	

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Alumni Drive	CONSULTANT	Strand Associates, Inc.
DESC	Shared Use Path	REVIEWED BY	Matt McMackin, P.E., PLS
		PREPARED BY	Chase Wright, P.E.
ITEM NO.	7-3038	DATE	November 17, 2023

SURVEY

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
	RECONNAISSANCE					
1	Control - (existing)	1	Mile			0
2	Utilities - (data gathering, identification & contact)	1	No.	8	3	24
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile	2.29	4	9
	CONTROL					
4	Horizontal	2	Mile	2.29	6	27
5	Vertical	2	Mile	2.29	6	27
6	Process data	1	Mile	2.29	4	9
	PLANIMETRIC SURVEY					
7	Planimetric location *(complete)*	2	Mile	2.29	12	55
8	Subsurface Utility Engineering, Quality Levels C & D	2	Mile			0
9	Subsurface Utility Engineering, Quality Level B	2	Mile	2.29	6	27
10	Subsurface Utility Engineering, Quality Level A	2	No.			0
11	Process data	1	Mile	2.29	8	18
	TERRAIN SURVEY					
12	DTM data collection	2	Acre	19.38	4	155
13	Verify terrain model accuracy	2	Mile			0
14	Tie-ins	2	No.			0
15	Drainage situations survey (Bridge)	2	No.			0
16	Drainage situations survey (Culvert)	2	No.			0
17	Drainage pipe section (non-situation size)	2	No.	31	0.0	0
18	Flood plain data	2	No.			0
19	Railroad Surveys	2	No.			0
20	Additional necessary DTM data *(pickup)*	2	Acre			0
21	Process data	1	Mile	2.29	8	18
	ESTABLISH PROPERTY LINES & OWNERSHIP					
22	Contact & Interview Property Owners	1	Parcel	115	0.5	58
23	Field tie property lines/corners	1	Parcel	115	0.5	58
	STAKING					
24	Stake centerlines, approaches, detours	2	Mile			0
25	Stake core holes - structures *(unit is per structure)*	2	No.			0
26	Stake core holes - roadway *(unit is per core hole)*	2	No.			0
	SURVEY MISCELLANEOUS					
27	Determine roadway elevations (Crown and EP)	2	Mile			0
28	Environmental areas	2	No.			0
29						0
30						
	SURVEY TOTAL					**485**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Alumni Drive	CONSULTANT	Strand Associates, Inc.
DESC	Shared Use Path	REVIEWED BY	Matt McMackin, P.E., PLS
		PREPARED BY	Chase Wright, P.E.
ITEM NO.	7-3038	DATE	November 17, 2023

PRELIMINARY LINE AND GRADE

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
41	Computer setup	LS	1	6	6
42	Prepare existing manuscripts	Mile	2.29	11.6	27
43	Establish approximate property lines and ownership	Parcel	115	0.5	58
44	Study and develop typical sections	No.	9	3	27
45	Study and develop horizontal alignments	Mile	2.95	20	59
46	Study and develop vertical alignments	Mile	2.95	16	47
47	Preliminary Roadway Model - Mainline Backbone	Mile	2.72	30	82
48	Preliminary Roadway Model - Approach Backbone	Mile	0.23	30	7
49	Preliminary Roadway Model - Mainline Grading	Mile	2.72	20	54
50	Preliminary Roadway Model - Approach Grading	Mile	0.23	20	5
51	Preliminary Roadway Model - Intersection Grading	No.	9	8	72
52	Preliminary Roadway Model - Roundabouts - Single / Multi Lane	No.			0
53	Preliminary Roadway Model - Entrances	No.	1	1	1
54	Pre-size pipes (all alternates)	No.	20	0	0
55	Pre-size culverts (all alternates)	No.			0
56	Pre-size bridges (all alternates)	No.			0
57	Conduct Traffic Engineering Analysis (Basic; Highway Capacity Manual Procedures)	Intersection			0
58	Conduct Traffic Engineering Analysis (Advanced; Micro-simulation)	Intersection			0
59	Study and development of interchange	No.			0
60	Study and develop maintenance of traffic plan	LS	1	8	8
61	Plot/print copies of plans for team meeting and inspections	LS	1	10	10
62	Calculate preliminary quantities and develop cost estimates	Alt.	2	10	20
63	Revise plans and estimates	LS	1	16	16
64	Preliminary Right of Way with taking areas	Parcel	15	1	15
65	Prepare Preliminary Design Memorandum	LS	1	22	22
66	Develop/document "Avoidance Alternatives to Water Related Impacts"	LS			0
	PRELIMINARY LINE & GRADE MISCELLANEOUS				
67	Study and develop intersection alternatives	No.	3	12	36
68	Prepare inventory of anticipated trees to be impacted	LS	1	0	0
69	Develop preliminary landscape concepts	LS	1	0	0
~~70~~	~~Prepare typical section overlay on existing images~~	~~No.~~	~~0~~	~~0~~	~~0~~
71	Develop project range of values, prepare project report, and ROW phase budget	LS	1	0	0
72					0
73					0
74					0
75					0
					0
					0
					0
					0
	PRELIMINARY LINE AND GRADE TOTAL				**572**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Alumni Drive	CONSULTANT	Strand Associates, Inc.
DESC	Shared Use Path	REVIEWED BY	Matt McMackin, P.E., PLS
		PREPARED BY	Chase Wright, P.E.
ITEM NO.	7-3038	DATE	November 17, 2023

UTILITY COORDINATION

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
76	Utility Coordination Meeting	1	No.	4	4	16
77	Develop Utility Relocation Layout Sheets (1"=20')		Mile			0
78	Develop Utility Relocation Plans (1"=20')		Mile			0
	UTILITY COORDINATION MISCELLANEOUS					
79	Prepare utility review submittals		No.	3	1	3
80	Develop and maintain log of utility conflicts		LS	1	0	0
80A	Prepare utility relocation budget based on utility provided estimates		LS	1	0	0
82			LS			0
	UTILITY COORDINATION TOTAL					**19**

RIGHT OF WAY PLANS

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
81	Deed research	Parcel	115	0.25	29
82	Establish property and ownership	Parcel	15	1	15
83	Calculate Right of Way	Parcel	15	0.5	8
84A	Prepare legal descriptions	Parcel			0
84B	Prepare public acquisition plat	Parcel			0
85	Complete Right of Way summary sheet	Parcel	15	0.5	8
86	Generate Right of Way strip map *(scale 1" = 50')*	Sheet	8	4	32
87	Prepare Right of Way Plans Submittal	LS	1	16	16
88	Right of Way revisions after Right of Way submittal	LS	1	16	16
	R/W PLANS MISCELLANEOUS				
~~89~~	~~Setting corner pins (or offsets)~~	~~Parcel~~	~~0~~	~~0~~	~~0~~
90	Prepare Right of Way Cost Estimate Form TC 62-203	LS	1	0	0
	RIGHT OF WAY PLANS TOTAL				**124**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Alumni Drive	CONSULTANT	Strand Associates, Inc.
DESC	Shared Use Path	REVIEWED BY	Matt McMackin, P.E., PLS
		PREPARED BY	Chase Wright, P.E.
ITEM NO.	7-3038	DATE	November 17, 2023

FINAL PLAN PREPARATION

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
96	Computer setup	LS	1	4	4
97	Develop pavement design	No.	1	4	4
98	Prepare interchange geometric approval sheet	No.			0
99	Prepare intersection geometric approval sheet	No.			0
100	Refine alignments (horizontal & vertical)	Mile	2.24	12	27
101	Revise roadway plans from soils report	Mile	2.24	8	18
	MODELING				
102	Final Roadway Model - Mainline Backbone	Mile	2.01	24	48
103	Final Roadway Model - Approach Backbone	Mile	0.23	24	6
104	Final Roadway Model - Mainline Grading	Mile	2.01	20	40
105	Final Roadway Model - Approach Grading	Mile	0.23	20	5
106	Final Roadway Model - Intersection Grading	No.	9	6	54
107	Final Roadway Model - Roundabouts - Single Lane	No.			0
108	Final Roadway Model - Roundabouts - Multi Lane	No.			0
109	Final Roadway Model - Entrances - Low (sidewalk connections)	No.			0
110	Final Roadway Model - Entrances - Medium	No.	1	1	1
111	Final Roadway Model - Entrances - High	No.			0
112	Model Rock Line	Acre			0
	DRAINAGE				
~~113~~	~~Develop pipe sections (< 54")~~	~~No.~~	~~0~~		~~0~~
114	Develop drainage system map	Mile	2.24	0	0
115	Develop blue line stream channel change (=> 200')	No.			0
116	Drainage analysis (entrance pipes)	No.			0
117	Drainage analysis (A < = 200 acres)	No.			0
118	Drainage structure analysis (200 acres < A < 1.0 sq. mile)	No.			0
119	Drainage structure analysis (A = > 1.0 sq. mile) level 1 analysis	No.			0
120	Drainage structure analysis (A = > 1.0 sq. mile) level 2 analysis	No.			0
121	Drainage structure analysis (A = > 1.0 sq. mile) level 3 analysis	No.			0
122	Special drainage studies	No.			0
123	Roadway ditches and channels	Mile	2.24	0	0
124	Inlet spacing calculations	No.	20	0	0
125	Storm sewers calculations	No.	20	0	0
126	Develop storm sewer profile	No.	20	0	0
127	Perform scour analysis	No.			0
128	Assemble preliminary and final drainage folders	LS	1	0	0
129	Prepare advanced situation folder - bridge	No.			0
130	Prepare advanced situation folder - culvert	No.			0
	DRAINAGE MISCELLANEOUS				
131					0
132					0
133					0
134					0

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Alumni Drive	CONSULTANT	Strand Associates, Inc.
DESC	Shared Use Path	REVIEWED BY	Matt McMackin, P.E., PLS
		PREPARED BY	Chase Wright, P.E.
ITEM NO.	7-3038	DATE	November 17, 2023

FINAL PLAN PREPARATION (Continued)

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
	FINAL PLAN SET				
135	Prepare layout sheet	LS	1	6	6
136	Prepare typical sections	No.	6	4	24
137	Generate plan sheets *(scale 1" = 20')*	Sheet	18	6	108
138	Generate additional RW plan sheets	Sheet			0
139	Generate profile sheets *(scale 1" = 20')*	Sheet	18	4	72
140	Detail cross sections *(scale 1" = 5'), at 50' intervals*	No.	223	0.5	112
141	Prepare coordinate control sheet	Mile	2.24	4	9
142	Prepare elevation developments	No.	10	8	80
143	Prepare striping and signage plan	Sheet	18	0	0
144	Develop Erosion Control Plan	Mile	2.24	0	0
145	Calculate final quantities	Mile	2.24	8	18
146	Complete general summary	LS	1	10	10
147	Complete paving summary	LS	1	4	4
148	Complete drainage summary	LS	1	0	0
149	Complete pavement under-drain summary	LS			0
150	Prepare cost estimate	LS	1	12	12
151	Prepare KMZ's	LS	1	2	2
	MAINTENANCE OF TRAFFIC				
152	Write maintenance of traffic notes (TCP)	LS	1	0	0
153	Prepare construction phasing plans	Mile	2.24	0	0
154	Develop diversion plan sheets	Sheet			0
155	Develop diversion profile sheets	Sheet			0
156	Develop diversion cross sections	No.			0
157	Develop temporary drainage	No.			0
	FINAL PLANS MISCELLANEOUS				
159	Plot/print copies of plans	LS	1	6	6
160	Plan revisions	Mile	2.24	11.5	26
161	Prepare final construction plans submittal	LS	1	24	24
162	Document available rock quantities	LS			0
163A	Prepare special provisions for non-standard KYTC bid items	LS	1	8	8
163B	Prepare materials testing matrix	LS	1	0	0
163C	Prepare and submit permit applications	LS	1	0	0
163D	Prepare and submit LPA documentation - PDC (pre- and post-bid)	LS	1	24	24
164	Prepare traffic signal modifications and details	No.	1	0	0
165A	Prepare photometric analysis for utility provided lighting	LS	1	0	0
165B	Prepare lighting sheets for pole, conduit, and junction box locations	Sheet			0
165C	Prepare lighting details	LS			0
166	Prepare landscape drawings, specifications, and details	LS	1	0	0
					0
					0
					0
	FINAL PLANS TOTAL				**752**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Alumni Drive	CONSULTANT	Strand Associates, Inc.
DESC	Shared Use Path	REVIEWED BY	Matt McMackin, P.E., PLS
		PREPARED BY	Chase Wright, P.E.
ITEM NO.	7-3038	DATE	November 17, 2023

MEETINGS

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
169	Prelim. line and grade inspection	2	No.	1	5	10
170	Geometric review meeting		No.			0
171	Drainage inspection		No.			0
172	Final inspection	2	No.	1	5	10
173	Misc. project coordination meetings		No.			0
174	Project team meetings	2	No.	4	3	24
	MEETINGS MISCELLANEOUS					
175	Value Engineering Study		LS			0
176	Constructability Review		LS			0
177						
178						
179						
	MEETINGS TOTAL					**44**

PUBLIC INVOLVEMENT

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
180	Develop and Maintain Mailing List		LS			0
181	Prepare for Advisory Committee/Officials Meeting		No.			0
182	Attend Advisory Committee/Officials Meeting		No.			0
183	Prepare for Public Meetings/Hearings		No.	1	10	10
184A	Attend Public Meetings/Hearings	3	No.	1	4	12
184B	Individual Meetings with Project Stakeholders	1	No.	5	2	10
185	Prepare and Distribute Newsletter		No.			0
186	Property owner coordination		No.			0
	PUBLIC INVOLVEMENT MISCELLANEOUS					
187						0
188						0
189						
	PUBLIC INVOLVEMENT TOTAL					**32**

QA/QC

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
190	Plan review				0
191	Structure review				0
	QA/QC TOTAL				**0**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Alumni Drive	CONSULTANT	Strand Associates, Inc.
DESC	Shared Use Path	REVIEWED BY	Matt McMackin, P.E., PLS
		PREPARED BY	Chase Wright, P.E.
ITEM NO.	7-3038	DATE	November 17, 2023

PRODUCTION-HOUR SUMMARY

SURVEY TOTAL	485
LINE AND GRADE TOTAL	572
UTILITY COORDINATION TOTAL	19
RIGHT OF WAY PLANS TOTAL	124
FINAL PLANS TOTAL	752
MEETINGS TOTAL	44
PUBLIC INVOLVEMENT TOTAL	32
QA/QC TOTAL	0
GRAND TOTAL	**2028**

Survey	Feet	Miles	Width	Acres
Alumni Drive (Tates Creek CL to Chinoe Road intersection)	3790	0.72	110	9.58
Alumni Drive (Chinoe Road to NCR Inner Loop exit ramp)	6850	1.3	50	7.87
Approaches (14 total @ 100-ft includes Tates Creek)	1400	0.27	60	1.93
Total		2.29		19.38

Alternatives	Feet	No. of Alts.	Prelim Miles	Final Miles
Alumni Drive - Tates Creek East Curb Line to Chinoe x 2	3730	2	1.42	0.71
Alumni Drive - Chinoe Road to NCR Inner Loop exit ramp	6850	1	1.3	1.3
Approaches (12 total @ 100-ft)	1200	1	0.23	0.23
Total			2.95	2.24

Typical Sections	No.	Length	Inlets
North Side - Tates Creek to Camino Road - Urban	1		
North Side - Camino Road to Turkey Foot - Rural	1		
North Side - Turkey Foot to Chinoe Road - Urban	1		
North Side - Chinoe Road to End of Turn Lanes - Urban	1		
North Side - Adjacent Side Path	1		
North Side - Lakeland Drive to NCR Ramp - Urban	1		
South Side - Tates Creek to Camino Road - Urban	1		
South Side - Camino Road to Old Mount Tabor Road - Rural	1		
South Side - Old Mt. Tabor to Chinoe - Urban	1		
	9		

TEAM KENTUCKY TRANSPORTATION CABINET

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF PROFESSIONAL SERVICES

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

SECTION 1: PROJECT INFORMATION

DATE:	Dec 15, 2023	**COUNTY:**	Fayette	**ITEM #:**	7-3038
PROJECT:	Alumni Drive				
DESC:	Construct Shared Use Path along Alumni Drive from Tates Creek Road to KY 4				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED HOURS	NEGOTIATED HOURS	AVERAGE RATE	ESTIMATED COST
Survey	50	50	$ 54.09	$ 2,704.50
Preliminary Line and Grade	102	102	$ 63.61	$ 6,488.22
Utility Coordination	73	73	$ 63.61	$ 4,643.53
Right of Way Plans	8	8	$ 63.61	$ 508.88
Final Plans	415	415	$ 63.61	$ 26,398.15
Meetings	22	22	$ 73.70	$ 1,621.40
Public Involvement	14	14	$ 73.70	$ 1,031.80
				$ -
				$ -
				$ -
TOTAL PRODUCTION HOURS & PAYROLL	684	684	$ 63.45	**$ 43,396.48**

OVERHEAD (177.63 %)	$	77,085.17
PROFIT (15.00 %)	$	18,072.25
COST OF MONEY (1.45 %)	$	629.25

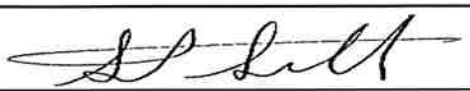
DIRECT COSTS	AMOUNT
PEC Direct Cost	$ 7,432.20
TOTAL DIRECT COSTS	**$ 7,432.20**

SUBCONSULTANTS	AMOUNT
TOTAL SUBCONSULTANTS	**$ -**

TOTAL FEE	**$ 146,615**

*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: Palmer Engineering	**SIGNED BY:** Stephen Sewell	
	Vice President	1/2/2024
CONSULTANT SIGNATURE	**TITLE**	**DATE**
PROFESSIONAL SERVICES SIGNATURE	**TITLE**	**DATE**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Alumni Drive	CONSULTANT	Palmer Enginering
DESC	Shared Use Path	REVIEWED BY	
		PREPARED BY	Stephen Sewell, P.E., P.T.O.E.
ITEM NO.	7-3038	DATE	November 17, 2023

SURVEY

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
	RECONNAISSANCE					
1	Control - (existing)	1	Mile			0
2	Utilities - (data gathering, identification & contact)	1	No.	8		0
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile	2.29		0
	CONTROL					
4	Horizontal	2	Mile	2.29		0
5	Vertical	2	Mile	2.29		0
6	Process data	1	Mile	2.29		0
	PLANIMETRIC SURVEY					
7	Planimetric location *(complete)*	2	Mile	2.29		0
8	Subsurface Utility Engineering, Quality Levels C & D	2	Mile			0
9	Subsurface Utility Engineering, Quality Level B	2	Mile	2.29		0
10	Subsurface Utility Engineering, Quality Level A	2	No.			0
11	Process data	1	Mile	2.29		0
	TERRAIN SURVEY					
12	DTM data collection	2	Acre	19.38		0
13	Verify terrain model accuracy	2	Mile			0
14	Tie-ins	2	No.			0
15	Drainage situations survey (Bridge)	2	No.			0
16	Drainage situations survey (Culvert)	2	No.			0
17	Drainage pipe section (non-situation size)	2	No.	31	0.8	50
18	Flood plain data	2	No.			0
19	Railroad Surveys	2	No.			0
20	Additional necessary DTM data *(pickup)*	2	Acre			0
21	Process data	1	Mile	2.29		0
	ESTABLISH PROPERTY LINES & OWNERSHIP					
22	Contact & Interview Property Owners	1	Parcel	115		0
23	Field tie property lines/corners	1	Parcel	115		0
	STAKING					
24	Stake centerlines, approaches, detours	2	Mile			0
25	Stake core holes - structures *(unit is per structure)*	2	No.			0
26	Stake core holes - roadway *(unit is per core hole)*	2	No.			0
	SURVEY MISCELLANEOUS					
27	Determine roadway elevations (Crown and EP)	2	Mile			0
28	Environmental areas	2	No.			0
29						0
30						
	SURVEY TOTAL					**50**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Alumni Drive	CONSULTANT	Palmer Enginering
DESC	Shared Use Path	REVIEWED BY	
		PREPARED BY	Stephen Sewell, P.E., P.T.O.E.
ITEM NO.	7-3038	DATE	November 17, 2023

PRELIMINARY LINE AND GRADE

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
41	Computer setup	LS	1	2	2
42	Prepare existing manuscripts	Mile	2.29	4.4	10
43	Establish approximate property lines and ownership	Parcel	115		0
44	Study and develop typical sections	No.	9		0
45	Study and develop horizontal alignments	Mile	2.95		0
46	Study and develop vertical alignments	Mile	2.95		0
47	Preliminary Roadway Model - Mainline Backbone	Mile	2.72		0
48	Preliminary Roadway Model - Approach Backbone	Mile	0.23		0
49	Preliminary Roadway Model - Mainline Grading	Mile	2.72		0
50	Preliminary Roadway Model - Approach Grading	Mile	0.23		0
51	Preliminary Roadway Model - Intersection Grading	No.	9		0
52	Preliminary Roadway Model - Roundabouts - Single / Multi Lane	No.			0
53	Preliminary Roadway Model - Entrances	No.	1		0
54	Pre-size pipes (all alternates)	No.	20	1	20
55	Pre-size culverts (all alternates)	No.			0
56	Pre-size bridges (all alternates)	No.			0
57	Conduct Traffic Engineering Analysis (Basic; Highway Capacity Manual Procedures)	Intersection			0
58	Conduct Traffic Engineering Analysis (Advanced; Micro-simulation)	Intersection			0
59	Study and development of interchange	No.			0
60	Study and develop maintenance of traffic plan	LS	1	32	32
61	Plot/print copies of plans for team meeting and inspections	LS	1	2	2
62	Calculate preliminary quantities and develop cost estimates	Alt.	2	6	12
63	Revise plans and estimates	LS	1		0
64	Preliminary Right of Way with taking areas	Parcel	15		0
65	Prepare Preliminary Design Memorandum	LS	1	8	8
66	Develop/document "Avoidance Alternatives to Water Related Impacts"	LS			0
	PRELIMINARY LINE & GRADE MISCELLANEOUS				
67	Study and develop intersection alternatives	No.	3		0
68	Prepare inventory of anticipated trees to be impacted	LS	1		0
69	Develop preliminary landscape concepts	LS	1		0
~~70~~	~~Prepare typical section overlay on existing images~~	~~No.~~	~~0~~		~~0~~
71	Develop project range of values, prepare project report, and ROW phase budget	LS	1	16	16
72					0
73					0
74					0
75					0
					0
					0
					0
					0
	PRELIMINARY LINE AND GRADE TOTAL				**102**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Alumni Drive	CONSULTANT	Palmer Enginering
DESC	Shared Use Path	REVIEWED BY	
		PREPARED BY	Stephen Sewell, P.E., P.T.O.E.
ITEM NO.	7-3038	DATE	November 17, 2023

UTILITY COORDINATION

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
76	Utility Coordination Meeting	1	No.	4	4	16
77	Develop Utility Relocation Layout Sheets (1"=20')		Mile			0
78	Develop Utility Relocation Plans (1"=20')		Mile			0
	UTILITY COORDINATION MISCELLANEOUS					
79	Prepare utility review submittals		No.	3	1	3
80	Develop and maintain log of utility conflicts		LS	1	30	30
80A	Prepare utility relocation budget based on utility provided estimates		LS	1	24	24
82			LS			0
	UTILITY COORDINATION TOTAL					**73**

RIGHT OF WAY PLANS

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
81	Deed research	Parcel	115		0
82	Establish property and ownership	Parcel	15		0
83	Calculate Right of Way	Parcel	15		0
84A	Prepare legal descriptions	Parcel			0
84B	Prepare public acquisition plat	Parcel			0
85	Complete Right of Way summary sheet	Parcel	15		0
86	Generate Right of Way strip map *(scale 1" = 50')*	Sheet	8		0
87	Prepare Right of Way Plans Submittal	LS	1		0
88	Right of Way revisions after Right of Way submittal	LS	1		0
	R/W PLANS MISCELLANEOUS				
~~89~~	~~Setting corner pins (or offsets)~~	~~Parcel~~	~~0~~		~~0~~
90	Prepare Right of Way Cost Estimate Form TC 62-203	LS	1	8	8
	RIGHT OF WAY PLANS TOTAL				**8**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Alumni Drive	CONSULTANT	Palmer Enginering
DESC	Shared Use Path	REVIEWED BY	
		PREPARED BY	Stephen Sewell, P.E., P.T.O.E.
ITEM NO.	7-3038	DATE	November 17, 2023

FINAL PLAN PREPARATION

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
96	Computer setup	LS	1		0
97	Develop pavement design	No.	1		0
98	Prepare interchange geometric approval sheet	No.			0
99	Prepare intersection geometric approval sheet	No.			0
100	Refine alignments (horizontal & vertical)	Mile	2.24		0
101	Revise roadway plans from soils report	Mile	2.24		0
	MODELING				
102	Final Roadway Model - Mainline Backbone	Mile	2.01		0
103	Final Roadway Model - Approach Backbone	Mile	0.23		0
104	Final Roadway Model - Mainline Grading	Mile	2.01		0
105	Final Roadway Model - Approach Grading	Mile	0.23		0
106	Final Roadway Model - Intersection Grading	No.	9		0
107	Final Roadway Model - Roundabouts - Single Lane	No.			0
108	Final Roadway Model - Roundabouts - Multi Lane	No.			0
109	Final Roadway Model - Entrances - Low (sidewalk connections)	No.			0
110	Final Roadway Model - Entrances - Medium	No.	1		0
111	Final Roadway Model - Entrances - High	No.			0
112	Model Rock Line	Acre			0
	DRAINAGE				
~~113~~	~~Develop pipe sections (< 54")~~	~~No.~~	~~0~~		~~0~~
114	Develop drainage system map	Mile	2.24	16	36
115	Develop blue line stream channel change (=> 200')	No.			0
116	Drainage analysis (entrance pipes)	No.			0
117	Drainage analysis (A < = 200 acres)	No.			0
118	Drainage structure analysis (200 acres < A < 1.0 sq. mile)	No.			0
119	Drainage structure analysis (A = > 1.0 sq. mile) level 1 analysis	No.			0
120	Drainage structure analysis (A = > 1.0 sq. mile) level 2 analysis	No.			0
121	Drainage structure analysis (A = > 1.0 sq. mile) level 3 analysis	No.			0
122	Special drainage studies	No.			0
123	Roadway ditches and channels	Mile	2.24	12	27
124	Inlet spacing calculations	No.	20	1	20
125	Storm sewers calculations	No.	20	1	20
126	Develop storm sewer profile	No.	20	1	20
127	Perform scour analysis	No.			0
128	Assemble preliminary and final drainage folders	LS	1	24	24
129	Prepare advanced situation folder - bridge	No.			0
130	Prepare advanced situation folder - culvert	No.			0
	DRAINAGE MISCELLANEOUS				
131					0
132					0
133					0
134					0

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Alumni Drive	CONSULTANT	Palmer Enginering
DESC	Shared Use Path	REVIEWED BY	
		PREPARED BY	Stephen Sewell, P.E., P.T.O.E.
ITEM NO.	7-3038	DATE	November 17, 2023

FINAL PLAN PREPARATION (Continued)

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
	FINAL PLAN SET				
135	Prepare layout sheet	LS	1		0
136	Prepare typical sections	No.	6		0
137	Generate plan sheets *(scale 1" = 20')*	Sheet	18		0
138	Generate additional RW plan sheets	Sheet			0
139	Generate profile sheets *(scale 1" = 20')*	Sheet	18		0
140	Detail cross sections *(scale 1" = 5'), at 50' intervals*	No.	223		0
141	Prepare coordinate control sheet	Mile	2.24		0
142	Prepare elevation developments	No.	10		0
143	Prepare striping and signage plan	Sheet	18	3	54
144	Develop Erosion Control Plan	Mile	2.24	12	27
145	Calculate final quantities	Mile	2.24	4	9
146	Complete general summary	LS	1		0
147	Complete paving summary	LS	1		0
148	Complete drainage summary	LS	1	6	6
149	Complete pavement under-drain summary	LS			0
150	Prepare cost estimate	LS	1		0
151	Prepare KMZ's	LS	1		0
	MAINTENANCE OF TRAFFIC				
152	Write maintenance of traffic notes (TCP)	LS	1	12	12
153	Prepare construction phasing plans	Mile	2.24	16	36
154	Develop diversion plan sheets	Sheet			0
155	Develop diversion profile sheets	Sheet			0
156	Develop diversion cross sections	No.			0
157	Develop temporary drainage	No.			0
	FINAL PLANS MISCELLANEOUS				
159	Plot/print copies of plans	LS	1	2	2
160	Plan revisions	Mile	2.24	4.5	10
161	Prepare final construction plans submittal	LS	1	12	12
162	Document available rock quantities	LS			0
163A	Prepare special provisions for non-standard KYTC bid items	LS	1		0
163B	Prepare materials testing matrix	LS	1	8	8
163C	Prepare and submit permit applications	LS	1	12	12
163D	Prepare and submit LPA documentation - PDC (pre- and post-bid)	LS	1		0
164	Prepare traffic signal modifications and details	No.	1	40	40
165A	Prepare photometric analysis for utility provided lighting	LS	1	40	40
165B	Prepare lighting sheets for pole, conduit, and junction box locations	Sheet			0
165C	Prepare lighting details	LS			0
166	Prepare landscape drawings, specifications, and details	LS	1		0
					0
					0
					0
	FINAL PLANS TOTAL				**415**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Alumni Drive	CONSULTANT	Palmer Enginering
DESC	Shared Use Path	REVIEWED BY	
		PREPARED BY	Stephen Sewell, P.E., P.T.O.E.
ITEM NO.	7-3038	DATE	November 17, 2023

MEETINGS

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
169	Prelim. line and grade inspection	1	No.	1	5	5
170	Geometric review meeting		No.			0
171	Drainage inspection		No.			0
172	Final inspection	1	No.	1	5	5
173	Misc. project coordination meetings		No.			0
174	Project team meetings	1	No.	4	3	12
	MEETINGS MISCELLANEOUS					
175	Value Engineering Study		LS			0
176	Constructability Review		LS			0
177						
178						
179						
	MEETINGS TOTAL					**22**

PUBLIC INVOLVEMENT

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
180	Develop and Maintain Mailing List		LS			0
181	Prepare for Advisory Committee/Officials Meeting		No.			0
182	Attend Advisory Committee/Officials Meeting		No.			0
183	Prepare for Public Meetings/Hearings		No.	1	6	6
184A	Attend Public Meetings/Hearings	2	No.	1	4	8
184B	Individual Meetings with Project Stakeholders	1	No.	5		0
185	Prepare and Distribute Newsletter		No.			0
186	Property owner coordination		No.			0
	PUBLIC INVOLVEMENT MISCELLANEOUS					
187						0
188						0
189						
	PUBLIC INVOLVEMENT TOTAL					**14**

QA/QC

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
190	Plan review				0
191	Structure review				0
	QA/QC TOTAL				**0**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Alumni Drive	CONSULTANT	Palmer Enginering
DESC	Shared Use Path	REVIEWED BY	
		PREPARED BY	Stephen Sewell, P.E., P.T.O.E.
ITEM NO.	7-3038	DATE	November 17, 2023

PRODUCTION-HOUR SUMMARY

SURVEY TOTAL	50
LINE AND GRADE TOTAL	102
UTILITY COORDINATION TOTAL	73
RIGHT OF WAY PLANS TOTAL	8
FINAL PLANS TOTAL	415
MEETINGS TOTAL	22
PUBLIC INVOLVEMENT TOTAL	14
QA/QC TOTAL	0
GRAND TOTAL	684

Survey	Feet	Miles	Width	Acres
Alumni Drive (Tates Creek CL to Chinoe Road intersection)	3790	0.72	110	9.58
Alumni Drive (Chinoe Road to NCR Inner Loop exit ramp)	6850	1.3	50	7.87
Approaches (14 total @ 100-ft includes Tates Creek)	1400	0.27	60	1.93
Total		2.29		19.38

Alternatives	Feet	No. of Alts.	Prelim Miles	Final Miles
Alumni Drive - Tates Creek East Curb Line to Chinoe x 2	3730	2	1.42	0.71
Alumni Drive - Chinoe Road to NCR Inner Loop exit ramp	6850	1	1.3	1.3
Approaches (12 total @ 100-ft)	1200	1	0.23	0.23
Total			2.95	2.24

Typical Sections	No.	Length	Inlets
North Side - Tates Creek to Camino Road - Urban	1		
North Side - Camino Road to Turkey Foot - Rural	1		
North Side - Turkey Foot to Chinoe Road - Urban	1		
North Side - Chinoe Road to End of Turn Lanes - Urban	1		
North Side - Adjacent Side Path	1		
North Side - Lakeland Drive to NCR Ramp - Urban	1		
South Side - Tates Creek to Camino Road - Urban	1		
South Side - Camino Road to Old Mount Tabor Road - Rural	1		
South Side - Old Mt. Tabor to Chinoe - Urban	1		
	9		

CLASSIFICATIONS AND PERCENTAGES FOR DESIGN

CONSULTANT Palmer Engineering
400 Shoppers Drive, P.O. Box 747
Winchester, Kentucky 40392

COUNTY Fayette
PROJECT Alumni Drive MUP
UPN
FED. NO.
ITEM NO. 7-3038

Escalation:
Estimated Notice to Proceed: 2/1/2024
Estimated End of Project: 2/1/2025
midpoint: 8/2/2024

rate = 3.72%
period = 1.22
factor = 0.04557
Overhead 177.63%
Facilities cost of Money 1.45%

* effective 5/16/2023			Survey	Preliminary Line and Grade	Utility Coordination	Right of Way Plans	Final Plans	Meetings	Public Involvement
POSITION	**Avg. Rate ***	**Escalated Rate**	**Task 1**	**Task 2**	**Task 3**	**Task 4**	**Task 5**	**Task 6**	**Task 7**
Principal	$129.00	$134.88	2%	5%	5%	5%	5%	10%	10%
Project Manager	$81.25	$84.95	0%	30%	30%	30%	30%	30%	30%
Professional Sr. Transportation Engineer	$78.90	$82.50	0%	0%	0%	0%	0%	10%	10%
Professional Transportation Engineer	$49.56	$51.82	0%	25%	25%	25%	25%	35%	35%
Engineer-in-Training	$35.53	$37.15	0%	15%	15%	15%	15%	0%	0%
Engineer Technician II	$53.20	$55.62	10%	20%	20%	20%	20%	15%	15%
Engineer Technician I	$33.02	$34.52	0%	5%	5%	5%	5%	0%	0%
Party Chief	$56.38	$58.95	44%	0%	0%	0%	0%	0%	0%
Instrumentman	$43.25	$45.22	44%	0%	0%	0%	0%	0%	0%
TOTAL			**100%** **$54.09**	**100%** **$63.61**	**100%** **$63.61**	**100%** **$63.61**	**100%** **$63.61**	**100%** **$73.70**	**100%** **$73.70**

Direct Cost Summary
Palmer Engineering Company

Item	Amount	Unit	Unit Cost	Cost	Totals
SURVEY					$106
Mileage - 4 wheel drive					
5 round trips @ 10 miles	50	mi	$0.61	$31	
meals		days	$36.00	$0	
lodging		nights	$90.00	$0	
computer time @ 10%	5	hours	$15.00	$75	
travel time (5 trips @ x 3 hours each x 2 people)		hours	$67.61	$0	
(Ave. Rate $52.01 x 1.3 = $67.61 / hour)					
PRELIMINARY LINE & GRADE PLANS					$1,272
Mileage 5 round trips @ 10 miles	50	mi	$0.48	$24	
Copies / Printing					
printing	100	prints	$1.00	$100	
computer time @ 75%	77	hours	$15.00	$1,148	
UTILITY COORDINATION PLANS					$895
Mileage 5 round trips @ 10 miles	50	mi	$0.48	$24	
Copies / Printing					
printing	50	prints	$1.00	$50	
computer time @ 75%	55	hours	$15.00	$821	
RIGHT OF WAY PLANS					$120
Mileage 1 round trips @ 10 miles	10	mi	$0.48	$5	
Copies / Printing					
printing	25	prints	$1.00	$25	
computer time @ 75%	6	hours	$15.00	$90	
FINAL PLANS					$4,793
Mileage 5 round trips @ 10 miles	50	mi	$0.48	$24	
Copies / Printing					
printing	100	prints	$1.00	$100	
computer time @ 75%	311	hours	$15.00	$4,669	
MEETINGS & PUBLIC INVOLVEMENT					$247
Mileage 13 round trips @ 10 miles	130	mi	$0.48	$62	
Copies / Printing					
printing	50	prints	$1.00	$50	
computer time @ 25%	9	hours	$15.00	$135	
					$7,432

TEAM KENTUCKY TRANSPORTATION CABINET

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF PROFESSIONAL SERVICES

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

SECTION 1: PROJECT INFORMATION

DATE:	Jan 2, 2024	**COUNTY:**	Fayette	**ITEM #:**	7-3038
PROJECT:	Alumni Drive				
DESC:	Construct Shared Use Path along Alumni Drive from Tates Creek Road to KY 4				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED HOURS	NEGOTIATED HOURS	AVERAGE RATE	ESTIMATED COST
Survey				$ -
Preliminary Line and Grade	50	50	$ 46.78	$ 2,339.00
Utility Coordination				$ -
Right of Way Plans				$ -
Final Plans	44	44	$ 46.78	$ 2,058.32
Meetings	22	22	$ 51.90	$ 1,141.80
Public Involvement	8	8	$ 51.90	$ 415.20
				$ -
				$ -
				$ -
TOTAL PRODUCTION HOURS & PAYROLL	124	124	$ 48.02	**$ 5,954.32**

OVERHEAD (140.00 %)	$	8,336.05
PROFIT (15.00 %)	$	2,143.56
COST OF MONEY (0.00 %)	$	-

DIRECT COSTS	AMOUNT
TOTAL DIRECT COSTS	**$ -**

SUBCONSULTANTS	AMOUNT
TOTAL SUBCONSULTANTS	**$ -**

TOTAL FEE	**$ 16,434**

*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: Element Design

SIGNED BY: Ramona Fry, PLA, ASLA, LEED AP

	Principal	1/2/2024
CONSULTANT SIGNATURE	**TITLE**	**DATE**
PROFESSIONAL SERVICES SIGNATURE	**TITLE**	**DATE**

CLASSIFICATIONS AND PERCENTAGES

COUNTY Fayette County
CONSULTANT Element Design
PROJECT Alumni Drive
ITEM NO. 07-3038

POSITION	AVG. RATE	Preliminary Line and Grade ITEM I		Final Plans ITEM II		Meetings ITEM III		Public Involvement ITEM IV				
Principal	$51.90	$25.95	50.0%	$25.95	50.0%	$51.90	100.0%	$51.90	100.0%			
Landscape Architect	$41.66	$20.83	50.0%	$20.83	50.0%	$0.00	0.0%	$0.00	0.0%			
Designer	$28.85	$0.00	0.0%	$0.00	0.0%	$0.00	0.0%	$0.00	0.0%			
			100%		100%		100%		100%	0%	0%	0%
TOTAL		$46.78		$46.78		$51.90		$51.90		$0.00	$0.00	$0.00

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Alumni Drive	CONSULTANT	Element Design
DESC	Shared Use Path	REVIEWED BY	
		PREPARED BY	Ramona Fry
ITEM NO.	7-3038	DATE	November 17, 2023

PRELIMINARY LINE AND GRADE

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
68	Prepare inventory of anticipated trees to be impacted	LS	1	30	30
69	Develop preliminary landscape concepts	LS	1	20	20
					0
	PRELIMINARY LINE AND GRADE TOTAL				**50**

FINAL PLAN PREPARATION

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
	FINAL PLANS MISCELLANEOUS				
161	Prepare final construction plans submittal	LS	1	4	4
166	Prepare landscape drawings, specifications, and details	LS	1	40	40
					0
	FINAL PLANS TOTAL				**44**

MEETINGS

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
169	Prelim. line and grade inspection	1	No.	1	5	5
172	Final inspection	1	No.	1	5	5
174	Project team meetings	1	No.	4	3	12
	MEETINGS TOTAL					**22**

PUBLIC INVOLVEMENT

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
183	Prepare for Public Meetings/Hearings		No.	1	4	4
184A	Attend Public Meetings/Hearings	1	No.	1	4	4
	PUBLIC INVOLVEMENT TOTAL					**8**

PRODUCTION-HOUR SUMMARY

LINE AND GRADE TOTAL	**50**
FINAL PLANS TOTAL	**44**
MEETINGS TOTAL	**22**
PUBLIC INVOLVEMENT TOTAL	**8**
GRAND TOTAL	**124**

EXHIBIT C

REQUEST FOR QUALIFICATIONS

Lexington-Fayette
Urban County Government

Request for Qualifications

The Lexington-Fayette Urban County Government hereby requests proposals for **RFQ #2-2023 RFQ for Alumni Drive Shared Use Path – Tates Creek Rd to New Circle Rd** 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 **December 31, 2023.** All forms and information requested in RFQ 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 one hundred twenty (120) 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 RFQ while this RFQ is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to

his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding $250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without

penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFQ process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFQ process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFQ process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFQ processes. If, based on this review, a RFQ process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFQ recommendation must be filed within 3 business days of the RFQ recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

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:

1. Relevant experience and technical competence of the project team (30 Points)
2. Past record of performance on projects similar in type and complexity (30 Points)
3. Project approach and familiarity with the details of the project (25 Points)
4. Ability to provide KYTC LPA Guide compliant inspection services (15 Points)

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be submitted via IonWave at: https://lexingtonky.ionwave.net

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

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

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of_____, the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me

by _____ on this the _____ day

of _____, 20__.

My Commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

- Section 503 of the Rehabilitation Act of 1973 states:

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

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

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

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

****

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

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

Bidders

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

_____ _____

Signature *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	**Total**	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		**Total**	
		M	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
Total:																	

Prepared by: _____ **Date:** _____/_____/_____

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF CENTRAL PURCHASING
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 Central Purchasing
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 Central Purchasing (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 Central Purchasing 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 MWBDE 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 MWBDE 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 Central Purchasing
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 Central Purchasing):

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	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@nwboc.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/RFQ/Quote Reference #_____

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFQ/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 Central Purchasing 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/RFQ/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/RFQ/Quote Reference #_____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFQ/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 Central Purchasing 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/RFQ/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 Addres	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 Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFQ/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/RFQ/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 Central Purchasing 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 MWBDE 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 MWBDE 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	**Company Representative**
Date	**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 RFQ 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 RFQ. 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 RFQ to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFQ: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ, 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 RFQ, proposer states that it understands the meaning, intent and requirements of the RFQ and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

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

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

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

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

_____ _____

Signature Date

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

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

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

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

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

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

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

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

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Worker's Compensation	Statutory
Employer's Liability	$100,000
Professional Liability	$1 million per occurrence

The policies above shall contain the following conditions:

a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

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

c. 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.

Request for Statement of Qualifications – Professional Services

Alumni Drive Shared Use Path Project – Tates Creek Road to New Circle Road

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The Lexington Fayette Urban County Government (LFUCG), Division of Engineering is requesting proposals for a Professional Service Contract from qualified individuals and organizations to furnish those services described herein.

PROJECT INFORMATION

Project Manager – Scott Gabbard, P.E.
Location – Alumni Drive from Tates Creek Road to New Circle Road (See Exhibit 1)
Funding – Transportation Alternatives Program (TAP) – Federal Funds
Facility – Approximately 2.0 miles of Shared Use Path

PREQUALIFICATION

To respond to this project the Consultant must be prequalified by the Kentucky Transportation Cabinet (KYTC) in the following areas by the response due date of this advertisement:

- Surveying
- Urban Roadway Design and Pedestrian and Bicycle Planning and Design
- Advanced Drainage Analysis and Design

The Consultant must also demonstrate an in-depth working knowledge of all aspects of Local Public Agency project development requirements and procedures.

BACKGROUND

Alumni Drive from Tates Creek Road to New Circle Road is an approximate 2.0 mile minor arterial roadway maintained by the Lexington-Fayette Urban County Government. This project incorporates a shared use path connecting to the University of Kentucky's campus trails and bicycle network. The project is identified in the Lexington Area MPO Bicycle and Pedestrian Master Plan as a Major Trail in the bicycle network, similar to the Town Branch and Legacy Trails. Alumni Drive currently does not have continuous bicycle and pedestrian facilities and this project will complete the multi-modal gaps along the corridor, resulting in a continuous bicycle and pedestrian facility from the Squires Trail, outside Man O War Boulevard, to the existing Alumni Drive trail at the University of Kentucky Campus, which extends to the UK Arboretum and to Nicholasville Road.

DESCRIPTION

Essential features of the *Alumni Drive Shared Use Path Project* include:

- Evaluate the construction of a 12 foot wide shared use path (SUP) on the north side of Alumni Drive from Tates Creek Road to Chinoe Road versus the constructing the 12 foot wide SUP along the south side of Alumni Drive. In either case, the SUP shall connect to the existing SUP on the northwest corner of Tates Creek Road and Alumni Drive.

- Intersection improvements at Alumni Drive and Chinoe Road to accommodate the crossing of the SUP.

- Construct a 12 foot SUP on the north side of Alumni Drive from the Chinoe Road intersection to the intersection of New Circle Road.

- Remove the asphalt paving and subgrade from the three traffic islands (two on the north and one on the south) and the median island on the north at the intersection of Alumni Drive and New Circle Road and replace with soil and grass or with low maintenance landscaping. Also remove and replace existing sidewalks on the traffic islands.

SCOPE OF SERVICES

1. Pre-Design Conference and Review of Existing Information

1.1. Meet with LFUCG Division of Engineering and other concerned divisions, to discuss the project requirements and proposed Scope of Work. The meeting shall include a project site visit.

1.2. Review all project related information as provided by Division of Engineering. Obtain available LFUCG GIS data for the area, mapping including parcel lines, aerial photography, and existing infrastructure. The most recent aerial photography for the project area licensed by LFUCG will be made available to the Consultant.

2. Field Survey and Related Research

2.1. Research all deeds, plats and other property records to identify property lines, right-of-ways and easements.

2.2. Perform a field survey that is sufficient to be confident in their design and at a minimum include the following:

- Topography
- Existing sidewalks, edge of roadway, entrances, turn lane configurations, etc.
- Location and depth of underground utilities, storm and sanitary sewers, and related structures including service lines, laterals, and valves
- Location of overhead utilities including pole ownership information, and ownership identification/position of each cable, and low wire elevations
- Significant site improvements, such as fences, retaining walls, flag poles, yard lights, mailboxes, commercial signage, structures, etc.
- Location and identification of significant trees and vegetation
- Cross sections taken at 50-foot intervals, at driveways, steps, retaining walls, and wherever regrading will be anticipated and as otherwise needed. Cross sections shall extend far enough into the property to evaluate the impact of the design on the property drainage.
- Location of existing corner monuments and R/W markers
- Temporary benchmarks for use during construction, set outside of construction limits (minimum of 4)
- Location of all existing easements in the project area
- Staking necessary to establish centerlines prior to bidding for construction.

It is the responsibility of the consultant to obtain all permits and permissions necessary to perform the work, including, if required, those for digging and/or hydro excavating.

All surveyed data will conform to the LFUCG's Policy for Digital Submission using State Planes coordinates and NAD-83 KY N 1601 and NAVD1988.

Prior to conducting the survey, the Consultant shall conduct a thorough site reconnaissance to determine if, after exhausting all possible surveying methods, they conclude dense foliage or other obstructions exist that shall prevent an accurate survey. Any difficult areas shall be brought to the attention of LFUCG, who will determine how to respond.

3. Preliminary Design

3.1. Develop a set of Preliminary Plans to fully convey the intent of the construction. The plans may include, but are not limited to the following items:

- Plan and profile depicting existing and proposed conditions, and limits of disturbance (all features identified in the survey shall be shown on the plans)
- Plan sheet layout drawing
- Typical roadway/sidewalk/trail sections depicting existing and proposed conditions
- Supplemental drainage plans and profiles as needed
- Alignments and grades for approach roads and turn lanes as needed
- Existing and proposed topography
- Location of property lines with all owners/lessees and street addresses shown
- Existing and proposed right-of-way lines and easements
- Sanitary and storm sewer plan and profile as needed if the project will impact these features
- An Erosion and Sediment Control Plan
- General Summary (to be consistent with the bid schedule)
- A Traffic Management Plan consistent with KYTC guidelines
- Plans for lighting, signalization, striping and signage
- A Landscaping Plan.

During the preliminary design phase, the Consultant shall coordinate with the State Historic Preservation Office (SHPO) and the LFUCG Division of Historic Preservation to ensure plans are consist with applicable Section 106 National Historic Preservation Act requirements.

Upon completion of the Preliminary Plans, the Consultant shall submit one full size paper copy to the LFUCG Division of Engineering. Plans shall also be made available in electronic format: PDF and/or AutoCAD.

3.2. In conjunction with the preliminary plans, submit a Preliminary Design Memorandum addressing the following:

- Summary reports of utility impacts, property impacts, and permitting as outlined in their respective sections
- Inventory of trees impacted by construction (location, species and caliper). List the trees to be removed and trees potentially impacted (trunk outside of the disturbed area, drip line within it)
- List of any products, materials or methods that may require special consideration by the KYTC or FHWA
- List of apparent encroachments onto public right-of-way. (Determination of land rights shall be limited to recorded easements and right-of-way, prescriptive easements will not be considered.)

- Detailed Opinion of Construction Costs. Line items for construction costs shall be consistent with the General Summary and the Bid Schedule.

3.3. Meet with LFUCG to present and discuss the plans and Preliminary Design Memorandum. Consultant shall be responsible for meeting agendas, handouts, and meeting summaries. Subsequent meeting(s) with KYTC may be required as well.

4. Final Plans, Specifications, and Bid Documents

4.1 Upon completion of the Preliminary Plans, the Consultant shall incorporate all significant comments into a revised (Final) plan set and submit one paper copy to the LFUCG Division of Engineering. Plans shall also be made available in electronic format: PDF and/or AutoCAD.

Final Plans shall build upon the completed and approved information in the Preliminary Plans. In addition to the components of the Preliminary Plans, Final Plans shall also include but not be limited to:

- Cross sections at 50-foot stationing, all driveways, all step locations, and all retaining walls. Cross sections shall generally extend 30 feet from proposed shared use path or to the property line or fence, whichever is closer; however, longer coverage may be needed in some locations depending upon the disturbed limits.
- Right-of-Way strip maps and summary sheets
- Coordinate Control Plan
- Site-specific Detail Sheets as needed

All preliminary and final plans, and accompanying documents are subject to review by multiple parties. Furthermore, plans may be reviewed, at the Owners expense, by a third party peer hired to perform a QA/QC and constructability review. The Consultant shall be responsible for addressing comments from a third party and incorporating changes as deemed appropriate into all documents.

4.2 In conjunction with the final plans, the consultant shall submit the following:

- Updated versions of all preliminary plan submittals
- An Excel Bid Schedule consistent with the General Summary sheet
- Section I of the KYTC LPA Project Development Checklist and all accompanying paperwork

- Technical Specifications. LFUCG will provide generic technical specifications to be modified and supplemented by the consultant as needed
- Materials Testing Plan. Review each bid item and determine KYTC's testing procedure. Sort the materials test into the categories listed below, and create the relevant supporting documents:
    - Materials that can be sampled and tested per KYTC guidelines by LFUCG inspectors. For these items, prepare a summary document listing the relevant requirements to be used by the inspector.
    - Materials that can be sampled and tested per KYTC guidelines by a testing consultant. For these items, prepare a scope of work for a materials testing consultant.
    - And Materials that cannot be sampled and tested per KYTC guidelines. For these items, prepare an alternate method or a justification as to why testing is not warranted.
- Master Utility Plan. Display the following in plan format:
    - All existing utilities and proposed relocations, as furnished by the utility companies
    - All utility information required by the survey and utility coordination sections of this Scope
    - All existing and new storm and sanitary facilities
    - All utility conflict points shall be called out. Buried conflicts shall identify the existing depth of each utility at conflict points.

  Periodically update and distribute this plan to all concerned parties as design progresses. At the time of construction letting, this plan shall be current to within six (6) months.

5. Design Criteria

Drawing Scales, Units, and Unit Conversion

All quantities measured, calculated, and specified shall be in English units (e.g., feet, pounds). All drawings and sheets shall conform to the follow scales:

a. Plan Sheets	1" = 20'
b. Profile sheets	1" = 20' horizontal 1" = 2' vertical
c. Cross sections sheets	1" = 5' horizontal 1" = 5' vertical

Note: Combined Plan/Profile sheets (as applicable) are preferred, but not mandated.

Full-size Plans shall be 22 x 34 to facilitate scalable half-size 11 x 17 Plans.

All designs and plans must be approved by the LFUCG Division of Engineering. The following shall apply:

- Prepare drawing files with or convert them to AutoCAD format prior to transmitting them to LFUCG. The formatting specifics shall be determined during the contract negotiation process.
- Utilize LFUCG 2017 Standard Drawings (or most recent revision), and Kentucky Department of Highways 2020 Standard Drawings (or most recent revision) in that order of preference.
- Proposed improvements are to be ADA compliant. Design shall comply with the applicable AASHTO standards and the Manual of Uniform Traffic Control Devices.

6. Utility Coordination

The Consultant shall take the lead on utility coordination. At a minimum, this shall include:

- Sending preliminary and final design plans to the appropriate utility companies for review and comment.
- Obtaining and tracking review comments from all impacted utilities.
- Verifying the horizontal and vertical location of existing utilities at potential conflict points using hydro excavating, if needed, or other approved method.

(Itemized cost to be determined during Engineering Services Agreement negotiation and incorporated as an allowance.)

- Compiling and maintaining a list of all utility conflicts.
- Creating a schedule and budget for all required utility relocations.
- Obtaining Utility Impact Notes from the utility companies.

Submit a summary of the above information with the Preliminary Design Plans. An updated summary should be submitted with the Final Design Plans.

Note: The discovery of utility conflicts during construction can potentially slow or halt work, lead to delay claims and frustrate the public. It is essential to identify and resolve utility conflicts prior to construction. Poorly executed plans leading to significant utility conflicts may impact the Consultant's standing with the Division of Engineering and their ability to secure work in the future.

7. Easement and Right-of-Way Acquisition

Given a wide existing right of way along Alumni Drive, minimal acquisition of private property is anticipated. Where acquisition of easements or right-of-way is required the consultant will be responsible for the following:

- Right-of-way plans including strip maps and summary sheets if right-of-way or permanent easement acquisition is required
- Legal descriptions and exhibits for all temporary and permanent easement acquisitions
- Legal descriptions and plats for all right-of-way acquisitions
- Setting corner pins (or offsets) as necessary to define the physical limits of all properties which must be acquired
- Opinion of cost for property acquisitions

All documents shall meet the applicable requirements from LFUCG and KYTC.

Submit a summary of the property impacts with the Preliminary Design Plans. An updated summary should be submitted with the Final Design Plans.

Itemized cost for legal descriptions, plats, and property staking to be determined during Engineering Services Agreement negotiation.

LFUCG may acquire right-of-way in-house, or utilize the services of the Consultant. Such decision will be made prior to Right-of-Way funds being authorized. If Consultant services are used, they shall meet the requirements of the KYTC LPA Guide, Chapter VI.

8. Permitting

The Consultant shall take the lead on project permitting. At a minimum, this shall include:

- Identifying all applicable permits required for each phase of the project.
- Preparing and submitting applications and/or supporting paperwork for all required permits.
- Creating and maintaining a schedule for the required permits.
- Obtaining and tracking all project requirements resulting from the permitting process.

Submit a summary of the above information with the Preliminary Design Plans. An updated summary should be submitted with the Final Design Plans.

Permits that may be required for this project include, but are not limited to the following:

- NEPA Environmental Clearance (Assisted by KYTC)
- KYTC Encroachment Permit
- USACE 404 Permit and KY 401 Water Quality Certification
- FEMA CLOMR/LOMR
- LFUCG No-Rise Certification
- KDOW Stream Construction Permit
- LFUCG Special Floodplain Permit
- LFUCG Land Disturbance Permit (Contractor Responsibility)
- KDOW KYR10 Permit (Contractor Responsibility)

Any environmental consultants, if required, will be subcontracted through the Consultant via a contract modification.

9. Public Interface

The consultant shall assist with public interface. At a minimum, this shall include:

- Attending meetings with various project stakeholders, preparing minutes for those meetings, and leading them if requested to do so.
- Preparing concept maps, exhibits, and analysis to aid in communication with the public.

10. Bid Phase

The Consultant shall assist with Bid Administration. At a minimum, this shall include:

- Responding to technical questions during the bid period.
- Preparing responses for addenda
- Reviewing and approving alternates
- Attending the pre-bid meeting if one is held
- Preparing and certifying a tabulation of bid prices
- Evaluating bids received
- Checking bidder references
- Submitting a recommendation of award
- Preparing Section II of the KYTC LPA Project Development Checklist and all accompanying paperwork

Distribution of plans and documents to bidders and planrooms, tracking of bidders, responding to bid-phase questions and submission of addenda is managed by the Division of Central Purchasing, through IonWave electronic bidding software.

11. Construction Phase

The LFUCG Division of Engineering will take the lead on construction project management. The Consultant shall provide the following services during the construction phase of the project:

- Reviewing and approving shop drawings
- Responding to questions about the intent of the plans/specifications
- Conducting site visits as requested
- Evaluating changes proposed by the contractor
- Making minor changes to the plans due to unforeseen conditions
- Performing redesign work due to consultant error
- Assisting the Division of Engineering in performing a final walkthrough inspection and preparing a punch list
- Preparation of as-built drawings, if requested

LFUCG may provide construction inspection in-house, or utilize the inspection services of the Consultant. Such decision will be made prior to bid letting. If consultant inspection services are used, they shall meet the requirements of the KYTC LPA Guide, Chapter IX.

Within three months prior to the start of construction, the Consultant shall create a photographic record of pre-construction conditions off all property to be disturbed by construction activities. Sufficient photos shall be taken to document the condition of each yard; all improvements such as driveways, sidewalks, retaining walls, gardens, etc.; and all significant foliage. Each photograph shall be logged identifying its respective address.

If the Engineer of Record is not available on a given day, the Consultant shall have a back-up contact available to address urgent construction issues.

SCHEDULE AND COMPLETION

The Consultant shall meet deadlines as provided in the following schedule. Calendar days are counted from the date that a written Notice to Proceed is received by the Consultant. Exact times of meetings shall be arranged by the Consultant; locations of meetings shall be at the site of proposed improvements, the Division of Engineering office or the KYTC D7 office, as deemed appropriate.

Meet to review design intent	20 days
Submit preliminary plans to LFUCG and utility companies	180 days
Meet with LFUCG et al., to review preliminary plans	190 days
Hold public meeting - open house format	210 days
Submit final plans	270 days
Meet with LFUCG et al., to review final plans	290 days
Submission of completed final plans	330 days
Preparation of ROW/easement plats and descriptions	350 days

PROPOSAL CONTENT AND SELECTION CRITERIA

The prospective consulting firm or individual shall prepare his/her proposal with a maximum of 20 pages of response, not including forms required by LFUCG. Contained within the proposal should be any/all information necessary for the LFUCG selection committee to achieve a reasonable decision as to the firm's or individual's abilities and availability.

At a minimum, proposals shall include the following:

- General project approach and proposed process to accomplish the services for the project
- Project team's qualifications and relevant experience
- List of related projects and the role of the project team members on those projects
- Client list with contact information for which similar work has been performed
- List of related projects where inspection services were provided and the qualifications of inspectors which could be available for the project

Selection of a Consultant for this Study shall be based on the following weighted criteria:

- Relevant experience and technical competence of the project team (30 Points)
- Past record of performance on projects similar in type and complexity (30 Points)
- Project approach and familiarity with the details of the project (25 Points)
- Ability to provide KYTC LPA Guide compliant inspection services (15 Points)

Three to five of the highest scoring firms may be short listed, and invited to make a presentation to the selection committee. The presentation will be an opportunity to introduce key project personnel, discuss project understanding and approach, and address any other criteria the candidate feels is pertinent.

Following the presentations, the selection committee will proceed to either directly rank the consultants or to request additional interview(s) and/or written clarifications before making a final ranking. Rankings will then be based on the selection criteria noted above in conjunction with the content and quality of Consultant presentations and any follow-up discussions.

END OF SCOPE OF SERVICES



LEXINGTON

DIVISION OF ENGINEERING

PROJECT LOCATION MAP
ALUMNI DRIVE
SHARED USE PATH

07/06/2022
DATE

1031

EXHIBIT D

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/10/2024

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 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
Ansay & Associates, LLC
2901 W Beltline Hwy, Suite 202
Madison WI 53713

CONTACT NAME: Connie Easland
PHONE (A/C, No, Ext): 608-828-0232 **FAX (A/C, No):** 608-831-4777
E-MAIL ADDRESS: connie.easland@ansay.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co of America	25658
INSURER B : Travelers Indemnity Co of Connecticut	25682
INSURER C : TRAVELERS IND CO OF AMER	25666
INSURER D :	
INSURER E :	
INSURER F :	

INSURED STRAASS-01
Strand Associates, Inc.
910 W Wingra Drive
Madison WI 53715

COVERAGES **CERTIFICATE NUMBER:** 237042731 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] 1,000 [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC	Y		P-630-1W455660-TIA-24	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [ ]			BA-1W469615-24-43-G	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	[X] **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			CUP-1W474601-24-43	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-1W473211-24-43-E	1/1/2024	1/1/2025	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Strand PN#: 2815.237 - Alumni Drive Shared Use Path

Additional Insured status is extended on a primary and non-contributory basis, from the general liability policy to those parties specified in the written contract, signed prior to the loss, per the attached endorsement.

30 Day notice of cancellation applies.

CERTIFICATE HOLDER

Lexington Fayette Urban County Government
200 E. Main Street
Lexington KY 40507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Connie Easland

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION:
ANY PERSON OR ORGANIZATION WITH
(CONTINUEON IL T8 03)

ADDRESS:
(CONTINUEON IL T8 03)

(CONTINUEON IL T8 03)
WI
53715

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization

POLICY NUMBER: P-630-1W455660-TIA-23 GENERAL PURPOSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US
IL T4 05 05 19

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

CONTINUATION OF FORM IL T4 05, PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND

2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

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is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

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(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) 50 feet long or less; and

(b) Not being used to carry any person or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is:

(a) Chartered with a pilot to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

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(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

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(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph **(1)** above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions **c.** through **n.** do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of Section **III** – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

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This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

(1) Advertising, "broadcasting" or publishing;

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(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph **(1)** above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

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assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A**.

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SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
   a. All expenses we incur.
   b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
   c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.
   e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
   f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

   These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
   a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
   b. This insurance applies to such liability assumed by the insured;
   c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
   d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
   e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
   f. The indemnitee:
      (1) Agrees in writing to:
         (a) Cooperate with us in the investigation, settlement or defense of the "suit";
         (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
         (c) Notify any other insurer whose coverage is available to the indemnitee; and
         (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
      (2) Provides us with written authorization to:
         (a) Obtain records and other information related to the "suit"; and
         (b) Conduct and control the defense of the indemnitee in such "suit".

   So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverages – Coverage **A** – Bodily Injury And Property Damage Liability or Paragraph **2.e.** of Section **I** – Coverages – Coverage **B** – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

   Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

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a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

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d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 50 feet long or less; and

(2) Not being used to carry any person or property for a charge.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. An organization, other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

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venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section **II** – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under Coverage **C**;
   b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
   c. Damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
   a. Damages under Coverage **A**; and
   b. Medical expenses under Coverage **C**;

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:
   a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
   b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. The following provisions apply to Paragraph **a.** above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

(iii) An executive officer or director of any other organization; or

(iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph **e.(1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

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4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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2. "Advertising injury":
   a. Means injury caused by one or more of the following offenses:
      (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
      (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
         (a) Appropriates a person's name, voice, photograph or likeness; or
         (b) Unreasonably places a person in a false light; or
      (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
   b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.
3. "Auto" means:
   a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
   a. Physical harm, including sickness or disease, sustained by a person; or
   b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
   a. By radio or television; or
   b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
      (1) Radio or television programming being transmitted;
      (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
      (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
      (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
      (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

   provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph **a.** above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

13. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.

14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

15. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

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d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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21. "Premises damage" means:

a. With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or

b. With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

(1) Fire;

(2) Explosion;

(3) Lightning;

(4) Smoke resulting from fire, explosion or lightning; or

(5) Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

(1) Rupture, bursting, or operation of pressure relief devices;

(2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or

(3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization, other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

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25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

27. "Title" means a name of a literary or artistic work.

28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

30. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

31. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/10/2024

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com
INSURED Strand Associates, Inc. 910 West Wingra Drive Madison, WI 53715	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Continental Casualty Company — 20443 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W33223085 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			AEH113974097	07/11/2023	07/11/2024	Per Claim	$2,000,000
							Aggregate	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Strand PN#: 2815.237 - Alumni Drive Shared Use Path

CERTIFICATE HOLDER

Lexington-Fayette Urban County Government
200 E Main Street
Lexington, KY 40507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NOTICE ENDORSEMENT - NOTICE OF CANCELLATION, NON-RENEWAL OR REDUCTION IN LIMITS WHERE REQUIRED BY WRITTEN CONTRACT

It is understood and agreed that if the **Named Insured** has agreed in a written contract with its client to provide such client with notice of cancellation or non-renewal of this Policy, or notice of a reduction in the Limits of Liability of this Policy by endorsement during the **policy term**, the Insurer will provide such notice of cancellation, non-renewal or reduction in Limits to the client as set forth herein.

Within ten (10) business days of the Insurer's request, the **Named Insured** will deliver to the Insurer, or cause to be delivered by the broker or agent of record, a list acceptable to the Insurer containing the names and addresses of all entities entitled to receive notice. If the list is not provided to the Insurer within such time period, the Insurer will not provide notification. The Insurer will assume that the list provided to the Insurer by the **Named Insured** or the broker is a complete and accurate list of certificate holders. Only those persons or entities listed on the schedule will receive notification. The Insurer will keep no other record of any certificate holders in the Insurer's file. Such notice will be delivered to such client at the address recorded by certificate on file with the broker or agent of record and provided to the Insurer.

With respect to cancellation or non-renewal of this Policy, the Insurer will provide the **Named Insured's** client with the greater of:

(1) thirty (30) days' notice; or

(2) the number of days' notice set forth in the applicable State Provisions endorsement attached to this Policy in accordance with the Cancellation/Non-Renewal condition of the Policy.

With respect to a reduction in the Limits of Liability of this Policy by endorsement during the **policy term**, the Insurer will provide the **Named Insured's** client with the lesser of:

(1) sixty (60) days' notice; or

(2) the number of days' notice required in the **Named Insured's** contract with such client.

The Insurer's failure to provide such notification will not extend the Policy cancellation date, negate cancellation or non-renewal of the Policy, invalidate any endorsement to the Policy or be cause for legal action against the Insurer.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0424-24

File ID:	0424-24	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**		**In Control:**	Urban County Council
				File Created:	04/15/2024
File Name:	Request Council authorization to execute an Engineering Service Agreement with Strand Associates in the amount of $541,401 for design for Alumni Drive Shared Use Path Project. Authorization shall be contingent upon a concurrent request for approval to exe			**Final Action:**	05/09/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Engineering Services Agreement (awarded pursuant to RFP 2-2023) with Strand Associates, for the design of the Alumni Dr. Shared Use Path Project, for the Div. of Engineering, at a cost not to exceed $541,401. [Div. of Engineering, Burton]

Notes:

Sponsors:		**Enactment Date:**	05/09/2024
Attachments:	24 - Bluesheet Memo ESA Strand, BA 12977, ESA Alumni SUP - With Exhibits - Partial Signed, 2024 01 26 Alumni Drive Shared Use Path-Approval to Award Design Contract - From JJones, RESO 0424-24 (Strand ESA) 4882-8848-7864 v.1.docx, R-228-2024	**Enactment Number:**	R-228-2024
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	04/23/2024	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 0424-24

Title

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

Government, to execute the Engineering Services Agreement (awarded pursuant to RFP 2-2023) with Strand Associates, for the design of the Alumni Dr. Shared Use Path Project, for the Div. of Engineering, at a cost not to exceed $541,401. [Div. of Engineering, Burton]

Summary

Authorization to execute an Engineering Service Agreement with Strand Associates in the amount of $541,401 for design of the Alumni Drive Shared Use Path Project. Authorization shall be contingent upon a concurrent request for approval to execute Supplemental Agreement No.1 with the Kentucky Transportation Cabinet (KYTC) to accept federal Transportation Alternatives Program (TAP) funds for the design phase of the Alumni Drive Shared Use Path Project. Cost not to exceed $541,401. Budget amendment in process. (L0424-25) (Burton/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Ashleigh Bailey, 4/15/2024

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.

Account Number: 3160-303202-3251-91715

This Fiscal Year Impact: $541,401

Annual Impact: $0

Project: ALUMNI_PTH_2023

Activity: DESIGN

Budget Reference: 2023

Current Balance: Budget amendment is in process

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **APRIL 15, 2024**

SUBJECT: **Authorization to Execute Agreement with Strand Associates for Design on RPF #2-2023 for Alumni Drive Shared Use Path Project**

Request: Council authorization to execute an Engineering Service Agreement with Strand Associates in the amount of $541,401 for design for the Alumni Drive Shared Use Path Project. Authorization shall be contingent upon a concurrent request for approval to execute Supplemental Agreement No.1 with the Kentucky Transportation Cabinet (KYTC) to accept federal Transportation Alternatives Program (TAP) funds for the design phase of the Alumni Drive Shared Use Path Project. Cost not to exceed $541,401.

Purpose of Request: On October 4, 2022, (Resolution 535-2022), Council approved acceptance of TAP funds in the amount of $177,000 and a local match in the amount of $44,250, for the design phase of the Alumni Drive Shared Use Path Project, for a total of $221,250. Council approval is in process to accept Supplemental Agreement No. 1 from the Kentucky Transportation Cabinet additional TAP funds for the design phase of the Alumni Drive Shared Use Path Project in the amount of $263,000 with a required local match of $65,750 for a total additional design phase cost of $328,750. Combined with the previous amount, the total design phase cost funding is $550,000.

The LFUCG Division of Engineering needs this action to design the Alumni Drive Shared Use Path project. This is a shared use path project on Alumni Drive from Tates Creek Road to New Circle Road that will provide bicycle and pedestrian facilities.

Cost in this Budget year and future budget years: Total Cost in FY 2024 is $541,401. There are no anticipated costs in future budget years.

Are the funds budgeted? Yes, 3160-303202-3251-91715 ALUMNI_PTH_2023 DESIGN and budget amendment is in process.

File Number: 0424-24

Director/Commissioner: Burton/Albright

LFUCG Budget Amendment Request Form

Requester: Moore,Celia E **Date:** 04/16/2024 **Status:** Pending Approval **Amend Nbr:** 12977

Business Unit: LFUCG **Journal Date:** 04/16/2024 **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	3160	303202	3251	91715	Construction-Street	328,750.00	035224	055143	

Revenue Accounts

Personalize | Find | View All | First 1-2 of 2 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3160	303202	3251	44010	Intergovernmental - Federal	263,000.00	035224	055143	
2	3160	303202	3251	45915	Transfer From Municipal Aid	65,750.00	035224	055143	

Project/Grant Revenue

Project/Grant Expenditures

Comments:

To budget additional TAP funds on Alumni Drive Share Path Project (ALUMNI_PTH_2023) for design.

Net Amend Amt: 0.00

Submit for Approval

Save Add

ENGINEERING SERVICES AGREEMENT

ALUMNI DRIVE SHARED USE PATH PROJECT

APRIL 2024

LEXINGTON

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of April 11, 2024 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and **Strand Associates, Inc.** (**CONSULTANT**). **OWNER** intends to proceed with the **Alumni Drive Shared Use Path Project** as described in the attached "**Scope of Services"** document **(Exhibit A)**. The services are to include surveying, preliminary and final design, and preparation of complete plans and specifications for the Alumni Drive Shred Use Path Project. The services are hereinafter referred to as the **Project**.

OWNER and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

CONSULTANT shall perform professional services as hereinafter stated that include customary civil, geotechnical, structural, and traffic engineering services; and customary surveying services incidental thereto.

1.2. Data Collection and Preliminary Design Phase

After written authorization to proceed with the Data Collection and Preliminary Design Phase, **CONSULTANT** shall:

1.2.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project engineer and liaison representative between the **CONSULTANT** and the **OWNER**.

1.2.2. Meet with **OWNER** to discuss the project requirements and proposed Scope of Services, and to conduct a project site visit.

1.2.3. On the basis of the "Scope of Services", review available GIS, mapping, Property Valuation Administrator data and related documents; conduct field and boundary surveys; and prepare a Preliminary Design Technical Memorandum.

1.2.4. Furnish up to three (3) copies of the above preliminary design documents and present them in person to **OWNER**. After **OWNER'S** detailed review, attend conference with **OWNER** to discuss **OWNER'S** comments.

1.2.5. Furnish one copy of the above preliminary drawings to each of the local utility companies.

1.2.6. Furnish one (1) copy of the above preliminary drawings to the Kentucky Transportation Cabinet.

1.3. Final Design Phase

After written authorization to proceed with the Final Design Phase, **CONSULTANT** shall:

1.3.1. On the basis of the approved preliminary design documents and the preliminary opinion of construction cost, prepare final drawings and specifications consistent with the "Scope of Services", to show the character and extent of the Project.

1.3.2. Prepare such documents and design data as may be required to apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and obtain such approvals by negotiations with appropriate authorities.

1.3.3. Advise **OWNER** of any adjustments to the latest opinion of construction cost resulting from changes in the project extent and/or design requirements, or in changes to unit costs. Furnish a revised opinion of construction cost based on the Drawings and Specifications.

1.3.4. Prepare for review and approval by **OWNER**, contract agreement forms, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders, and other related documents.

1.3.5. Furnish up to three (3) copies of the above documents and present them in person to **OWNER**. After **OWNER'S** detailed review, attend conference with **OWNER** to discuss **OWNER'S** comments.

1.3.6. Furnish one (1) copy of the Final Drawings to each of the local utility companies.

1.3.7. Furnish one (1) copy of the Final Drawings to the Kentucky Transportation Cabinet.

1.4. Easement and Right-of-Way Acquisition

After written authorization to proceed with Easement and Right-of-Way Acquisition, **CONSULTANT** shall:

1.4.1. Prepare plats and legal descriptions as required for acquisition of right-of-way consistent with the “Scope of Services”.

1.4.2. Prepare exhibits and legal descriptions as required for acquisition of temporary and permanent easements consistent with the “Scope of Services”.

1.4.3. Set corner pins (or offsets) as necessary to define the physical limits of all properties which must be acquired in fee simple consistent with the “Scope of Services”.

Note: **OWNER** may acquire easements and right-of-way in-house, or utilize the services of the **CONSULTANT** through a contract modification.

1.5. Bidding or Negotiating Phase

The Bidding or Negotiation Phase shall be performed solely by the **OWNER**. However, during Bidding, the **CONSULTANT** shall be available to address any questions that arise concerning the accuracy or intent of his work, and others services as defined in Exhibit A "Scope of Services".

1.6. Construction Phase

OWNER may furnish construction inspection services in-house, or utilize the services of the **CONSULTANT** through a contract modification.

During Construction, the **CONSULTANT** shall be available to address any questions that arise concerning the accuracy or intent of the Services.

SECTION 2 - EXTRA WORK BY CONSULTANT

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

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

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

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

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

3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.

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

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

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

SECTION 4 - PERIOD OF SERVICES

4.1. Time is of the essence. See Exhibit A "Scope of Services" for the project schedule.

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

If delays result by reason of acts of the **OWNER** or approving agencies, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 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.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.
OWNER shall pay **CONSULTANT** for Basic Services rendered a fee not exceeding **five hundred forty one thousand four hundred and one dollars ($541,401)**.

5.1.2. For Extra Work.
"Extra Work" shall be paid for by the **OWNER** on the basis of a fixed fee, the amount of which shall be determined by negotiation. The **OWNER** shall have the right to negotiate alternate methods of payment for "Extra Work" if the **OWNER** determines that the fixed fee basis is not feasible. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon the amount of payment for "Extra Work", then the amount of such payment shall be determined as set forth in Section 6.5, "DISPUTES" of this Agreement.

5.2. Times of Payment.

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

5.3. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee; as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1 above.

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.1.2. The **OWNER** reserves the right to terminate the Agreement at any time upon seven (7) days written notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents.

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

6.3. Legal Responsibilities and Legal Relations.

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

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

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues.

6.4. Successors and Assigns.

6.4.1. **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement, nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

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

6.5. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **CONSULTANT** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Engineer's Office and the **CONSULTANT**, shall be submitted to the Commissioner, Department of Environmental Quality and Public Works, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of CONSULTANT'S Work.

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **CONSULTANT**, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made an incontrovertible representation that the information is accurate. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** engineering contracts.

6.7. Security Clause.

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

6.8. Access to Records.

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

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. Definitions

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

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

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

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

6.9.2. Indemnification and Hold Harmless Provision

a. It is understood and agreed by the parties that **CONSULTANT** hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of **CONSULTANT** under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

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

c. Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted

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

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

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

6.9.3. Financial Responsibility

The **CONSULTANT** understands and agrees that the **CONSULTANT** shall, prior to final acceptance of the **CONSULTANT'S** proposal and the commencement of any work; demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of Section 6.9 of this Agreement.

6.9.4. Insurance Requirements

6.9.4.1 Required Insurance Coverage

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

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Excess/Umbrella Liability	$2 million per occurrence
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, $1 million per occurrence
Professional Liability	$1 million per claim, $3 million aggregate

Worker's Compensation	Statutory
Employer's Liability	$1 million

The policies above shall contain the following conditions:

a. Policy shall be obtained unless it is deemed not to apply by **OWNER**.

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

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

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

6.9.4.2. Renewals

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

6.9.4.3. Deductibles and Self-Insured Programs

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 **CONSULTANT'S** financial capacity to respond to claims. Any such programs or retentions must provide **OWNER** with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If **CONSULTANT** satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, **CONSULTANT** agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

a. Latest audited financial statement, including auditor's notes.

b. Any records of any self-insured trust fund plan or policy and related accounting statements.

c. Actuarial funding reports or retained losses.

d. Risk Management Manual or a description of the self-insurance and risk management program.

e. A claim loss run summary for the previous five (5) years.

f. Self-Insured Associations will be considered.

6.9.4.4. Verification of Coverage

CONSULTANT agrees to furnish **OWNER** 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 **OWNER** copies of all insurance policies, including all endorsements.

6.9.4.5. Right to Review, Audit and Inspect

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

6.9.5 Safety and Loss Control

CONSULTANT understands and agrees that **OWNER** is in no way responsible for the safety and property of **CONSULTANT** or its personnel, **CONSULTANT** shall comply with all applicable federal, state and local safety standards related to the performance of its work or services under this Agreement and take reasonably necessary action to protect the life, health and safety and property of its personnel, the public and **OWNER** in the locations and areas in which **CONSULTANT** is performing services under the Agreement.

6.9.6 Default

CONSULTANT understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that **OWNER** 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 **CONSULTANT** for any such insurance premiums purchased, or suspending or terminating the work.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

8.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Scott Gabbard PE, Municipal Engineer Sr., of the Division of Engineering, (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

8.2. The following Exhibits are attached hereto and incorporated herein by reference, as if fully stated. The governing order of the documents incorporated herein is as follows:

1. Engineering Services Agreement consisting of 14 pages
2. Exhibit A – Scope of Services consisting of 5 pages (excluding title sheet)
3. Exhibit B – Fee Proposal consisting of 22 pages (excluding title sheet)
4. Exhibit C – Request for Qualifications consisting of 50 pages (excluding title sheet)
5. Exhibit D – Certificate of Insurance consisting of 26 pages (excluding title sheet)

8.3. This Agreement, together with the Exhibits and schedules identified above constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

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

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

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

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

OWNER:
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

CONSULTANT:
Strand Associates, Inc.

BY: Joseph M Bunker
Joseph M. Bunker, Corporate Secretary

ATTEST:

_____
URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY
COUNTY OF FAYETTE

The foregoing Agreement was subscribed, sworn to and acknowledged before me by JOSEPH M. BUNKER, as the duly authorized representative for and on behalf of STRAND ASSOCIATES, INC, on this the 11 day of APRIL, 2024.

My commission expires: JULY 4, 2025.

LAURA ELIZABETH ROBERTS NOTARY PUBLIC STATE OF WISCONSIN

Laura Elizabeth Roberts
NOTARY PUBLIC

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

Alumni Drive Shared Use Path Project–Tates Creek Road to New Circle Road
Scope of Services and Related Matters

The basic services outlined in this Scope of Services document includes the preliminary and final design for approximately 2.0 miles of shared use path along Alumni Drive between Tates Creek Road and New Circle Road.

Scope of Services

CONSULTANT will provide the following Services to OWNER:

Survey

1. Establish survey control including four temporary benchmarks, set outside of the anticipated construction limits, for use during construction.

2. Perform deed and plat research available at the Fayette County Clerk's Office for properties along both sides of Alumni Drive.

3. Send survey notification letters in advance of the topographic survey.

4. Conduct topographic survey along Alumni Drive and side street approaches including the following:

    a. Existing planimetric features including existing sidewalks, edges of roadway, entrances, steps, and lane markings.

    b. Contact Kentucky 811 to locate utilities.

    c. Horizontal location of visible utility features and marked utilities and service lines. Subsurface utility locations will be obtained as part of a future amendment, as needed. Utility pole ownership information, position of utility wires labeled by utility provider, and low wire elevations will be included.

    d. Storm and sanitary sewer structure data information including rim elevations, invert elevations, and pipe connection orientation.

    e. Adjacent property features such as fences, retaining walls, flag poles, landscape lighting, mailboxes, commercial signage, and buildings.

    f. Location and identification of trees over five inches in diameter and vegetation edges. Trees with a diameter less than five inches that appear to be deliberately planted on a property will also be located and identified.

    g. Locate boundary monuments found during the survey.

5. Develop existing right-of-way and property line base map including existing recorded permanent easements based on field located boundary monuments and deed research and indicate current property owners.

Preliminary Design

1. Develop up to three intersection layout alternatives to accommodate the shared use path at the Alumni Drive and Chinoe Road intersection. The intersection alternatives do not anticipate a change in traffic control type or modifications to the existing vehicular lanes.

2. Develop two alternatives, one along the north side and one along the south side of Alumni Drive, for routing a shared use path along Alumni Drive from Tates Creek Road to Chinoe Road.

3. Develop one alternative for a shared use path along the north side of Alumni Drive from the Chinoe Road intersection to the east side of the KY 4 inner loop exit ramp.

4. Develop drawings for converting the three asphalt median islands west of KY 4 to landscape areas.

5. Study and develop horizontal alignment and vertical alignment for Alumni Drive shared use path.

6. Prepare preliminary roadway CADD surface model of the potential Alumni Drive shared use path to develop preliminary disturbance limits and evaluate preliminary right-of-way and temporary easement needs.

7. Prepare preliminary drainage analysis including:

    a. Develop existing drainage system map and perform existing conditions analysis.

    b. Develop preliminary proposed drainage concept.

8. Prepare and submit preliminary design memorandum with exhibits for OWNER review including the following:

    a. Prepare 50 scale roll plot exhibits showing existing right-of-way and property lines, proposed shared use path layout, preliminary right-of-way, and easement lines.

    b. Prepare 50 scale roll plot profile drawings.

    c. Prepare summary of utility impacts, property impacts, and permitting.

    d. Prepare exhibit showing trees anticipated to be impacted by construction. Include an inventory with location, species, caliper, and whether the disturb limits impact the tree trunk or drip line.

e. Prepare a preliminary list of products and materials that may require special consideration by the Kentucky Transportation Cabinet (KYTC) or Federal Highway Administration.

f. Prepare list of potential encroachments onto public right-of-way.

g. Prepare an opinion of probable construction costs (OPCC) of the OWNER-selected alternatives based on anticipated major bid items.

9. Attend one meeting with OWNER to review preliminary design memorandum and exhibits.

Utility Coordination

1. Attend up to four utility meetings.

2. Prepare up to three utility review submittals in electronic PDF format.

3. Develop and maintain a log of potential utility conflicts for review by OWNER and utility providers. The number and locations of subsurface utility locates is anticipated to be selected during design and provided via a future agreement amendment, as needed.

Final Design

1. Provide roadway drawings including:

a. Cover sheet.

b. Quantity summary, survey control, and general notes.

c. Typical sections selected by OWNER.

d. Plan and profile drawings (20 scale).

e. Cross section drawings (5 scale) at 50-foot intervals.

f. Maintenance of traffic construction phasing drawings and notes.

g. Striping, signing, and signal drawings.

h. Landscape and hardscape drawings and details.

i. Coordinate control drawings.

j. Intersection grading drawings including up to 20 curb ramp details.

k. Right-of-way summary sheet and strip maps with areas. The number of legal descriptions and public acquisition plats will be determined during final design and provided via a future amendment.

l. Detail sheets.

m. Storm sewer profile drawings.

n. Erosion and sediment control drawings.

o. Photometric analysis using AGI-32 for OWNER and Kentucky Utilities to use to install utility provided lighting.

2. Prepare a right-of-way drawing submittal including developing project range of values, preparing project report, and right-of-way phase budget. Legal descriptions, public acquisition plats, and right-of-way revisions will be provided as part of a future agreement amendment, as needed.

3. Prepare final construction drawing submittal for OWNER review including:

   a. Drawings.

   b. Technical specifications.

   c. Section 1 of the KYTC Local Public Agency Project Development Checklist.

   d. Traffic Management Plan in accordance with KYTC guidelines.

   e. OPCC.

   f. Provide a summary document listing the testing requirements for construction materials in accordance with KYTC procedures. For materials that cannot be sampled and tested in accordance with KYTC guidelines, prepare an alternative test method or justification why testing is not warranted.

4. Attend a final review meeting with OWNER.

5. Incorporate OWNER comments, as appropriate.

6. Prepare and submit permit applications.

7. Submit contract documents to OWNER for bidding.

8. Provide technical support services during bidding, including preparation of responses to technical questions, attendance at a prebid meeting, reviewing the bid tabulation, and submitting a recommendation for award and preparing Section II of the KYTC LPA PDC and compiling accompanying paperwork.

<u>Meetings and Public Involvement</u>

1. Prepare for and attend up to four project design meetings with OWNER.

2. Prepare for and attend one open house style public meeting.

3. Attend up to five individual meetings with property owners to review the design.

Schedule

Calendar days are counted from the date that a written notice to proceed is received by the CONSULTANT which is anticipated on April 15, 2024. Exact times of meetings will be arranged by the CONSULTANT.

Service	Schedule
Project kickoff meeting	20 days
Submission of preliminary drawings	180 days
Meeting to review preliminary plans	190 days
Hold public meeting	210 days
Submission right-of-way summary sheets, strip maps, and cost opinion	270 days
Submission of 90 percent design drawings	270 days
Meeting to review right-of-way drawings	290 days
Submission completed right-of-way drawings	330 days*
Prepare bidding documents and final drawings	800 days**

* Schedule for submission of right-of-way drawings contingent upon completion of subsurface utility locations, legal descriptions, and public acquisition plats to be added by a future agreement amendment, as needed.

** Schedule for bidding documents and final drawings contingent upon right-of-way being acquired and construction funding to be obligated.

Compensation

OWNER shall compensate CONSULTANT for the Scope of Services a lump sum of $541,401.

EXHIBIT B

FEE PROPOSAL

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF PROFESSIONAL SERVICES

TC 40-2
Rev. 12/2022

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

SECTION 1: PROJECT INFORMATION

DATE:	Jan 3, 2024	COUNTY:	Fayette	ITEM #:	7-3038
PROJECT:	Alumni Drive				
DESC:	Construct Shared Use Path along Alumni Drive from Tates Creek Road to KY 4				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED HOURS	NEGOTIATED HOURS	AVERAGE RATE	ESTIMATED COST
Survey	485	485	$ 59.91	$ 29,056.35
Preliminary Line and Grade	572	572	$ 58.78	$ 33,622.16
Utility Coordination	19	19	$ 60.60	$ 1,151.40
Right of Way Plans	124	124	$ 59.91	$ 7,428.84
Final Plans	752	752	$ 57.66	$ 43,360.32
Meetings	44	44	$ 64.36	$ 2,831.84
Public Involvement	32	32	$ 66.95	$ 2,142.40
				$ -
				$ -
				$ -
TOTAL PRODUCTION HOURS & PAYROLL	2028	2028	$ 58.97	$ 119,593.31

OVERHEAD (150.66 %)	$ 180,179.28
PROFIT (15.00 %)	$ 44,965.89
COST OF MONEY (1.45 %)	$ 1,734.10

DIRECT COSTS	AMOUNT
Computer Time - $14.00 per hour, 1400 hours	$ 19,600.00
Survey Equipment: GPS 24 Days x $290 per day)	$ 6,960.00
Printing: 1,000 Each x $0.15, Plan Sheets (200 sheets x 12 sets x 6 SFT x $0.35)	$ 5,190.00
Mileage: Survey (30 x 4 miles x $0.58/mile), Meetings 11 x 12 miles x $0.45/mile)	$ 129.00
TOTAL DIRECT COSTS	$ 31,879.00

SUBCONSULTANTS	AMOUNT
Palmer Engineering (Design and Environmental)	$ 146,615.00
Element Design	$ 16,434.00
TOTAL SUBCONSULTANTS	$ 163,049.00

TOTAL FEE	$ 541,401

*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: Strand Associates, Inc.

SIGNED BY: Chase K. Wright, P.E.

Chase K Wright	Project Manager	1/3/2024
CONSULTANT SIGNATURE	TITLE	DATE
PROFESSIONAL SERVICES SIGNATURE	TITLE	DATE

CLASSIFICATIONS AND PERCENTAGES

COUNTY	Fayette County
CONSULTANT	Strand Associates, Inc.
PROJECT	Alumni Drive
ITEM NO.	07-3038

Escalation Rate:	5.00%	Based on Approved Audited Rates	7/14/2023
Estimated Midpoint:	8/2/2024	Based on Notice to Proceed	2/1/2024
Period(s):	1.05	Based on Estimated Completion Dat	2/1/2025
Factor:	5.25%		

POSITION	AVG. RATE	ESCALATED RATE	Survey ITEM I		Preliminary Line and Grade ITEM II		Utility Coordination ITEM III		Right of Way Plans ITEM IV		Final Plans ITEM V		Meetings ITEM VI		Public Involvement ITEM VII	
Senior Project Manager	$94.05	$98.99	$9.90	10.0%	$7.92	8.0%	$7.92	8.0%	$9.90	10.0%	$7.92	8.0%	$9.90	10.0%	$14.85	15.0%
Project Engineer	$62.71	$66.00	$23.10	35.0%	$23.10	35.0%	$29.70	45.0%	$23.10	35.0%	$19.80	30.0%	$37.62	57.0%	$39.60	60.0%
Engineer	$49.30	$51.89	$18.16	35.0%	$18.16	35.0%	$15.57	30.0%	$18.16	35.0%	$18.16	35.0%	$15.57	30.0%	$10.38	20.0%
Engineer in Training	$41.55	$43.73	$8.75	20.0%	$8.75	20.0%	$6.56	15.0%	$8.75	20.0%	$10.93	25.0%	$0.00	0.0%	$0.00	0.0%
Office Production	$40.33	$42.45	$0.00	0.0%	$0.85	2.0%	$0.85	2.0%	$0.00	0.0%	$0.85	2.0%	$1.27	3.0%	$2.12	5.0%
				100%		100%		100%		100%		100%		100%		100%
TOTAL			$59.91		$58.78		$60.60		$59.91		$57.66		$64.36		$66.95	

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Alumni Drive	CONSULTANT	Strand Associates, Inc.
DESC	Shared Use Path	REVIEWED BY	Matt McMackin, P.E., PLS
		PREPARED BY	Chase Wright, P.E.
ITEM NO.	7-3038	DATE	November 17, 2023

SURVEY

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
	RECONNAISSANCE					
1	Control - (existing)	1	Mile			0
2	Utilities - (data gathering, identification & contact)	1	No.	8	3	24
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile	2.29	4	9
	CONTROL					
4	Horizontal	2	Mile	2.29	6	27
5	Vertical	2	Mile	2.29	6	27
6	Process data	1	Mile	2.29	4	9
	PLANIMETRIC SURVEY					
7	Planimetric location *(complete)*	2	Mile	2.29	12	55
8	Subsurface Utility Engineering, Quality Levels C & D	2	Mile			0
9	Subsurface Utility Engineering, Quality Level B	2	Mile	2.29	6	27
10	Subsurface Utility Engineering, Quality Level A	2	No.			0
11	Process data	1	Mile	2.29	8	18
	TERRAIN SURVEY					
12	DTM data collection	2	Acre	19.38	4	155
13	Verify terrain model accuracy	2	Mile			0
14	Tie-ins	2	No.			0
15	Drainage situations survey (Bridge)	2	No.			0
16	Drainage situations survey (Culvert)	2	No.			0
17	Drainage pipe section (non-situation size)	2	No.	31	0.0	0
18	Flood plain data	2	No.			0
19	Railroad Surveys	2	No.			0
20	Additional necessary DTM data *(pickup)*	2	Acre			0
21	Process data	1	Mile	2.29	8	18
	ESTABLISH PROPERTY LINES & OWNERSHIP					
22	Contact & Interview Property Owners	1	Parcel	115	0.5	58
23	Field tie property lines/corners	1	Parcel	115	0.5	58
	STAKING					
24	Stake centerlines, approaches, detours	2	Mile			0
25	Stake core holes - structures *(unit is per structure)*	2	No.			0
26	Stake core holes - roadway *(unit is per core hole)*	2	No.			0
	SURVEY MISCELLANEOUS					
27	Determine roadway elevations (Crown and EP)	2	Mile			0
28	Environmental areas	2	No.			0
29						0
30						
	SURVEY TOTAL					**485**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Alumni Drive	CONSULTANT	Strand Associates, Inc.
DESC	Shared Use Path	REVIEWED BY	Matt McMackin, P.E., PLS
		PREPARED BY	Chase Wright, P.E.
ITEM NO.	7-3038	DATE	November 17, 2023

PRELIMINARY LINE AND GRADE

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
41	Computer setup	LS	1	6	6
42	Prepare existing manuscripts	Mile	2.29	11.6	27
43	Establish approximate property lines and ownership	Parcel	115	0.5	58
44	Study and develop typical sections	No.	9	3	27
45	Study and develop horizontal alignments	Mile	2.95	20	59
46	Study and develop vertical alignments	Mile	2.95	16	47
47	Preliminary Roadway Model - Mainline Backbone	Mile	2.72	30	82
48	Preliminary Roadway Model - Approach Backbone	Mile	0.23	30	7
49	Preliminary Roadway Model - Mainline Grading	Mile	2.72	20	54
50	Preliminary Roadway Model - Approach Grading	Mile	0.23	20	5
51	Preliminary Roadway Model - Intersection Grading	No.	9	8	72
52	Preliminary Roadway Model - Roundabouts - Single / Multi Lane	No.			0
53	Preliminary Roadway Model - Entrances	No.	1	1	1
54	Pre-size pipes (all alternates)	No.	20	0	0
55	Pre-size culverts (all alternates)	No.			0
56	Pre-size bridges (all alternates)	No.			0
57	Conduct Traffic Engineering Analysis (Basic; Highway Capacity Manual Procedures)	Intersection			0
58	Conduct Traffic Engineering Analysis (Advanced; Micro-simulation)	Intersection			0
59	Study and development of interchange	No.			0
60	Study and develop maintenance of traffic plan	LS	1	8	8
61	Plot/print copies of plans for team meeting and inspections	LS	1	10	10
62	Calculate preliminary quantities and develop cost estimates	Alt.	2	10	20
63	Revise plans and estimates	LS	1	16	16
64	Preliminary Right of Way with taking areas	Parcel	15	1	15
65	Prepare Preliminary Design Memorandum	LS	1	22	22
66	Develop/document "Avoidance Alternatives to Water Related Impacts"	LS			0
	PRELIMINARY LINE & GRADE MISCELLANEOUS				
67	Study and develop intersection alternatives	No.	3	12	36
68	Prepare inventory of anticipated trees to be impacted	LS	1	0	0
69	Develop preliminary landscape concepts	LS	1	0	0
~~70~~	~~Prepare typical section overlay on existing images~~	~~No.~~	~~0~~	~~0~~	~~0~~
71	Develop project range of values, prepare project report, and ROW phase budget	LS	1	0	0
72					0
73					0
74					0
75					0
					0
					0
					0
					0
	PRELIMINARY LINE AND GRADE TOTAL				**572**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Alumni Drive	CONSULTANT	Strand Associates, Inc.
DESC	Shared Use Path	REVIEWED BY	Matt McMackin, P.E., PLS
		PREPARED BY	Chase Wright, P.E.
ITEM NO.	7-3038	DATE	November 17, 2023

UTILITY COORDINATION

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
76	Utility Coordination Meeting	1	No.	4	4	16
77	Develop Utility Relocation Layout Sheets (1"=20')		Mile			0
78	Develop Utility Relocation Plans (1"=20')		Mile			0
	UTILITY COORDINATION MISCELLANEOUS					
79	Prepare utility review submittals		No.	3	1	3
80	Develop and maintain log of utility conflicts		LS	1	0	0
80A	Prepare utility relocation budget based on utility provided estimates		LS	1	0	0
82			LS			0
	UTILITY COORDINATION TOTAL					**19**

RIGHT OF WAY PLANS

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
81	Deed research	Parcel	115	0.25	29
82	Establish property and ownership	Parcel	15	1	15
83	Calculate Right of Way	Parcel	15	0.5	8
84A	Prepare legal descriptions	Parcel			0
84B	Prepare public acquisition plat	Parcel			0
85	Complete Right of Way summary sheet	Parcel	15	0.5	8
86	Generate Right of Way strip map *(scale 1" = 50')*	Sheet	8	4	32
87	Prepare Right of Way Plans Submittal	LS	1	16	16
88	Right of Way revisions after Right of Way submittal	LS	1	16	16
	R/W PLANS MISCELLANEOUS				
~~89~~	~~Setting corner pins (or offsets)~~	~~Parcel~~	~~0~~	~~0~~	~~0~~
90	Prepare Right of Way Cost Estimate Form TC 62-203	LS	1	0	0
	RIGHT OF WAY PLANS TOTAL				**124**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Alumni Drive	CONSULTANT	Strand Associates, Inc.
DESC	Shared Use Path	REVIEWED BY	Matt McMackin, P.E., PLS
		PREPARED BY	Chase Wright, P.E.
ITEM NO.	7-3038	DATE	November 17, 2023

FINAL PLAN PREPARATION

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
96	Computer setup	LS	1	4	4
97	Develop pavement design	No.	1	4	4
98	Prepare interchange geometric approval sheet	No.			0
99	Prepare intersection geometric approval sheet	No.			0
100	Refine alignments (horizontal & vertical)	Mile	2.24	12	27
101	Revise roadway plans from soils report	Mile	2.24	8	18
	MODELING				
102	Final Roadway Model - Mainline Backbone	Mile	2.01	24	48
103	Final Roadway Model - Approach Backbone	Mile	0.23	24	6
104	Final Roadway Model - Mainline Grading	Mile	2.01	20	40
105	Final Roadway Model - Approach Grading	Mile	0.23	20	5
106	Final Roadway Model - Intersection Grading	No.	9	6	54
107	Final Roadway Model - Roundabouts - Single Lane	No.			0
108	Final Roadway Model - Roundabouts - Multi Lane	No.			0
109	Final Roadway Model - Entrances - Low (sidewalk connections)	No.			0
110	Final Roadway Model - Entrances - Medium	No.	1	1	1
111	Final Roadway Model - Entrances - High	No.			0
112	Model Rock Line	Acre			0
	DRAINAGE				
~~113~~	~~Develop pipe sections (< 54")~~	~~No.~~	~~0~~		~~0~~
114	Develop drainage system map	Mile	2.24	0	0
115	Develop blue line stream channel change (=> 200')	No.			0
116	Drainage analysis (entrance pipes)	No.			0
117	Drainage analysis (A < = 200 acres)	No.			0
118	Drainage structure analysis (200 acres < A < 1.0 sq. mile)	No.			0
119	Drainage structure analysis (A = > 1.0 sq. mile) level 1 analysis	No.			0
120	Drainage structure analysis (A = > 1.0 sq. mile) level 2 analysis	No.			0
121	Drainage structure analysis (A = > 1.0 sq. mile) level 3 analysis	No.			0
122	Special drainage studies	No.			0
123	Roadway ditches and channels	Mile	2.24	0	0
124	Inlet spacing calculations	No.	20	0	0
125	Storm sewers calculations	No.	20	0	0
126	Develop storm sewer profile	No.	20	0	0
127	Perform scour analysis	No.			0
128	Assemble preliminary and final drainage folders	LS	1	0	0
129	Prepare advanced situation folder - bridge	No.			0
130	Prepare advanced situation folder - culvert	No.			0
	DRAINAGE MISCELLANEOUS				
131					0
132					0
133					0
134					0

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Alumni Drive	CONSULTANT	Strand Associates, Inc.
DESC	Shared Use Path	REVIEWED BY	Matt McMackin, P.E., PLS
		PREPARED BY	Chase Wright, P.E.
ITEM NO.	7-3038	DATE	November 17, 2023

FINAL PLAN PREPARATION (Continued)

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
	FINAL PLAN SET				
135	Prepare layout sheet	LS	1	6	6
136	Prepare typical sections	No.	6	4	24
137	Generate plan sheets *(scale 1" = 20')*	Sheet	18	6	108
138	Generate additional RW plan sheets	Sheet			0
139	Generate profile sheets *(scale 1" = 20')*	Sheet	18	4	72
140	Detail cross sections *(scale 1" = 5'), at 50' intervals*	No.	223	0.5	112
141	Prepare coordinate control sheet	Mile	2.24	4	9
142	Prepare elevation developments	No.	10	8	80
143	Prepare striping and signage plan	Sheet	18	0	0
144	Develop Erosion Control Plan	Mile	2.24	0	0
145	Calculate final quantities	Mile	2.24	8	18
146	Complete general summary	LS	1	10	10
147	Complete paving summary	LS	1	4	4
148	Complete drainage summary	LS	1	0	0
149	Complete pavement under-drain summary	LS			0
150	Prepare cost estimate	LS	1	12	12
151	Prepare KMZ's	LS	1	2	2
	MAINTENANCE OF TRAFFIC				
152	Write maintenance of traffic notes (TCP)	LS	1	0	0
153	Prepare construction phasing plans	Mile	2.24	0	0
154	Develop diversion plan sheets	Sheet			0
155	Develop diversion profile sheets	Sheet			0
156	Develop diversion cross sections	No.			0
157	Develop temporary drainage	No.			0
	FINAL PLANS MISCELLANEOUS				
159	Plot/print copies of plans	LS	1	6	6
160	Plan revisions	Mile	2.24	11.5	26
161	Prepare final construction plans submittal	LS	1	24	24
162	Document available rock quantities	LS			0
163A	Prepare special provisions for non-standard KYTC bid items	LS	1	8	8
163B	Prepare materials testing matrix	LS	1	0	0
163C	Prepare and submit permit applications	LS	1	0	0
163D	Prepare and submit LPA documentation - PDC (pre- and post-bid)	LS	1	24	24
164	Prepare traffic signal modifications and details	No.	1	0	0
165A	Prepare photometric analysis for utility provided lighting	LS	1	0	0
165B	Prepare lighting sheets for pole, conduit, and junction box locations	Sheet			0
165C	Prepare lighting details	LS			0
166	Prepare landscape drawings, specifications, and details	LS	1	0	0
					0
					0
					0
	FINAL PLANS TOTAL				**752**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Alumni Drive	CONSULTANT	Strand Associates, Inc.
DESC	Shared Use Path	REVIEWED BY	Matt McMackin, P.E., PLS
		PREPARED BY	Chase Wright, P.E.
ITEM NO.	7-3038	DATE	November 17, 2023

MEETINGS

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
169	Prelim. line and grade inspection	2	No.	1	5	10
170	Geometric review meeting		No.			0
171	Drainage inspection		No.			0
172	Final inspection	2	No.	1	5	10
173	Misc. project coordination meetings		No.			0
174	Project team meetings	2	No.	4	3	24
	MEETINGS MISCELLANEOUS					
175	Value Engineering Study		LS			0
176	Constructability Review		LS			0
177						
178						
179						
	MEETINGS TOTAL					**44**

PUBLIC INVOLVEMENT

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
180	Develop and Maintain Mailing List		LS			0
181	Prepare for Advisory Committee/Officials Meeting		No.			0
182	Attend Advisory Committee/Officials Meeting		No.			0
183	Prepare for Public Meetings/Hearings		No.	1	10	10
184A	Attend Public Meetings/Hearings	3	No.	1	4	12
184B	Individual Meetings with Project Stakeholders	1	No.	5	2	10
185	Prepare and Distribute Newsletter		No.			0
186	Property owner coordination		No.			0
	PUBLIC INVOLVEMENT MISCELLANEOUS					
187						0
188						0
189						
	PUBLIC INVOLVEMENT TOTAL					**32**

QA/QC

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
190	Plan review				0
191	Structure review				0
	QA/QC TOTAL				**0**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Alumni Drive	CONSULTANT	Strand Associates, Inc.
DESC	Shared Use Path	REVIEWED BY	Matt McMackin, P.E., PLS
		PREPARED BY	Chase Wright, P.E.
ITEM NO.	7-3038	DATE	November 17, 2023

PRODUCTION-HOUR SUMMARY

SURVEY TOTAL	**485**
LINE AND GRADE TOTAL	**572**
UTILITY COORDINATION TOTAL	**19**
RIGHT OF WAY PLANS TOTAL	**124**
FINAL PLANS TOTAL	**752**
MEETINGS TOTAL	**44**
PUBLIC INVOLVEMENT TOTAL	**32**
QA/QC TOTAL	**0**
GRAND TOTAL	**2028**

Survey	Feet	Miles	Width	Acres	
Alumni Drive (Tates Creek CL to Chinoe Road intersection)	3790	0.72	110	9.58	
Alumni Drive (Chinoe Road to NCR Inner Loop exit ramp)	6850	1.3	50	7.87	
Approaches (14 total @ 100-ft includes Tates Creek)	1400	0.27	60	1.93	
Total		2.29		19.38	
			Prelim	Final	
Alternatives	Feet	No. of Alts.	Miles	Miles	
Alumni Drive - Tates Creek East Curb Line to Chinoe x 2	3730	2	1.42	0.71	
Alumni Drive - Chinoe Road to NCR Inner Loop exit ramp	6850	1	1.3	1.3	
Approaches (12 total @ 100-ft)	1200	1	0.23	0.23	
Total			2.95	2.24	
Typical Sections	No.	Length	Inlets		
North Side - Tates Creek to Camino Road - Urban	1				
North Side - Camino Road to Turkey Foot - Rural	1				
North Side - Turkey Foot to Chinoe Road - Urban	1				
North Side - Chinoe Road to End of Turn Lanes - Urban	1				
North Side - Adjacent Side Path	1				
North Side - Lakeland Drive to NCR Ramp - Urban	1				
South Side - Tates Creek to Camino Road - Urban	1				
South Side - Camino Road to Old Mount Tabor Road - Rural	1				
South Side - Old Mt. Tabor to Chinoe - Urban	1				
	9				

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF PROFESSIONAL SERVICES

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

SECTION 1: PROJECT INFORMATION

DATE:	Dec 15, 2023	**COUNTY:**	Fayette	**ITEM #:**	7-3038
PROJECT:	Alumni Drive				
DESC:	Construct Shared Use Path along Alumni Drive from Tates Creek Road to KY 4				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED HOURS	NEGOTIATED HOURS	AVERAGE RATE	ESTIMATED COST
Survey	50	50	$ 54.09	$ 2,704.50
Preliminary Line and Grade	102	102	$ 63.61	$ 6,488.22
Utility Coordination	73	73	$ 63.61	$ 4,643.53
Right of Way Plans	8	8	$ 63.61	$ 508.88
Final Plans	415	415	$ 63.61	$ 26,398.15
Meetings	22	22	$ 73.70	$ 1,621.40
Public Involvement	14	14	$ 73.70	$ 1,031.80
				$ -
				$ -
				$ -
TOTAL PRODUCTION HOURS & PAYROLL	684	684	$ 63.45	**$ 43,396.48**

OVERHEAD (177.63 %**)**	$	77,085.17
PROFIT (15.00 %**)**	$	18,072.25
COST OF MONEY (1.45 %**)**	$	629.25

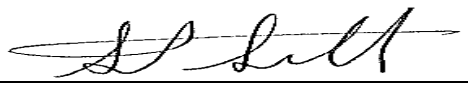
DIRECT COSTS	AMOUNT
PEC Direct Cost	$ 7,432.20
TOTAL DIRECT COSTS	**$ 7,432.20**

SUBCONSULTANTS	AMOUNT
TOTAL SUBCONSULTANTS	**$ -**

TOTAL FEE	**$ 146,615**

*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: Palmer Engineering	**SIGNED BY:** Stephen Sewell	
	Vice President	1/2/2024
CONSULTANT SIGNATURE	**TITLE**	**DATE**
PROFESSIONAL SERVICES SIGNATURE	**TITLE**	**DATE**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Alumni Drive	CONSULTANT	Palmer Enginering
DESC	Shared Use Path	REVIEWED BY	
		PREPARED BY	Stephen Sewell, P.E., P.T.O.E.
ITEM NO.	7-3038	DATE	November 17, 2023

SURVEY

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
	RECONNAISSANCE					
1	Control - (existing)	1	Mile			0
2	Utilities - (data gathering, identification & contact)	1	No.	8		0
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile	2.29		0
	CONTROL					
4	Horizontal	2	Mile	2.29		0
5	Vertical	2	Mile	2.29		0
6	Process data	1	Mile	2.29		0
	PLANIMETRIC SURVEY					
7	Planimetric location *(complete)*	2	Mile	2.29		0
8	Subsurface Utility Engineering, Quality Levels C & D	2	Mile			0
9	Subsurface Utility Engineering, Quality Level B	2	Mile	2.29		0
10	Subsurface Utility Engineering, Quality Level A	2	No.			0
11	Process data	1	Mile	2.29		0
	TERRAIN SURVEY					
12	DTM data collection	2	Acre	19.38		0
13	Verify terrain model accuracy	2	Mile			0
14	Tie-ins	2	No.			0
15	Drainage situations survey (Bridge)	2	No.			0
16	Drainage situations survey (Culvert)	2	No.			0
17	Drainage pipe section (non-situation size)	2	No.	31	0.8	50
18	Flood plain data	2	No.			0
19	Railroad Surveys	2	No.			0
20	Additional necessary DTM data *(pickup)*	2	Acre			0
21	Process data	1	Mile	2.29		0
	ESTABLISH PROPERTY LINES & OWNERSHIP					
22	Contact & Interview Property Owners	1	Parcel	115		0
23	Field tie property lines/corners	1	Parcel	115		0
	STAKING					
24	Stake centerlines, approaches, detours	2	Mile			0
25	Stake core holes - structures *(unit is per structure)*	2	No.			0
26	Stake core holes - roadway *(unit is per core hole)*	2	No.			0
	SURVEY MISCELLANEOUS					
27	Determine roadway elevations (Crown and EP)	2	Mile			0
28	Environmental areas	2	No.			0
29						0
30						
	SURVEY TOTAL					**50**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Alumni Drive	CONSULTANT	Palmer Enginering
DESC	Shared Use Path	REVIEWED BY	
		PREPARED BY	Stephen Sewell, P.E., P.T.O.E.
ITEM NO.	7-3038	DATE	November 17, 2023

PRELIMINARY LINE AND GRADE

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
41	Computer setup	LS	1	2	2
42	Prepare existing manuscripts	Mile	2.29	4.4	10
43	Establish approximate property lines and ownership	Parcel	115		0
44	Study and develop typical sections	No.	9		0
45	Study and develop horizontal alignments	Mile	2.95		0
46	Study and develop vertical alignments	Mile	2.95		0
47	Preliminary Roadway Model - Mainline Backbone	Mile	2.72		0
48	Preliminary Roadway Model - Approach Backbone	Mile	0.23		0
49	Preliminary Roadway Model - Mainline Grading	Mile	2.72		0
50	Preliminary Roadway Model - Approach Grading	Mile	0.23		0
51	Preliminary Roadway Model - Intersection Grading	No.	9		0
52	Preliminary Roadway Model - Roundabouts - Single / Multi Lane	No.			0
53	Preliminary Roadway Model - Entrances	No.	1		0
54	Pre-size pipes (all alternates)	No.	20	1	20
55	Pre-size culverts (all alternates)	No.			0
56	Pre-size bridges (all alternates)	No.			0
57	Conduct Traffic Engineering Analysis (Basic; Highway Capacity Manual Procedures)	Intersection			0
58	Conduct Traffic Engineering Analysis (Advanced; Micro-simulation)	Intersection			0
59	Study and development of interchange	No.			0
60	Study and develop maintenance of traffic plan	LS	1	32	32
61	Plot/print copies of plans for team meeting and inspections	LS	1	2	2
62	Calculate preliminary quantities and develop cost estimates	Alt.	2	6	12
63	Revise plans and estimates	LS	1		0
64	Preliminary Right of Way with taking areas	Parcel	15		0
65	Prepare Preliminary Design Memorandum	LS	1	8	8
66	Develop/document "Avoidance Alternatives to Water Related Impacts"	LS			0
	PRELIMINARY LINE & GRADE MISCELLANEOUS				
67	Study and develop intersection alternatives	No.	3		0
68	Prepare inventory of anticipated trees to be impacted	LS	1		0
69	Develop preliminary landscape concepts	LS	1		0
~~70~~	~~Prepare typical section overlay on existing images~~	~~No.~~	~~0~~		~~0~~
71	Develop project range of values, prepare project report, and ROW phase budget	LS	1	16	16
72					0
73					0
74					0
75					0
					0
					0
					0
					0
	PRELIMINARY LINE AND GRADE TOTAL				**102**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Alumni Drive	CONSULTANT	Palmer Enginering
DESC	Shared Use Path	REVIEWED BY	
		PREPARED BY	Stephen Sewell, P.E., P.T.O.E.
ITEM NO.	7-3038	DATE	November 17, 2023

UTILITY COORDINATION

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
76	Utility Coordination Meeting	1	No.	4	4	16
77	Develop Utility Relocation Layout Sheets (1"=20')		Mile			0
78	Develop Utility Relocation Plans (1"=20')		Mile			0
	UTILITY COORDINATION MISCELLANEOUS					
79	Prepare utility review submittals		No.	3	1	3
80	Develop and maintain log of utility conflicts		LS	1	30	30
80A	Prepare utility relocation budget based on utility provided estimates		LS	1	24	24
82			LS			0
	UTILITY COORDINATION TOTAL					**73**

RIGHT OF WAY PLANS

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
81	Deed research	Parcel	115		0
82	Establish property and ownership	Parcel	15		0
83	Calculate Right of Way	Parcel	15		0
84A	Prepare legal descriptions	Parcel			0
84B	Prepare public acquisition plat	Parcel			0
85	Complete Right of Way summary sheet	Parcel	15		0
86	Generate Right of Way strip map *(scale 1" = 50')*	Sheet	8		0
87	Prepare Right of Way Plans Submittal	LS	1		0
88	Right of Way revisions after Right of Way submittal	LS	1		0
	R/W PLANS MISCELLANEOUS				
~~89~~	~~Setting corner pins (or offsets)~~	~~Parcel~~	~~0~~		~~0~~
90	Prepare Right of Way Cost Estimate Form TC 62-203	LS	1	8	8
	RIGHT OF WAY PLANS TOTAL				**8**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Alumni Drive	CONSULTANT	Palmer Enginering
DESC	Shared Use Path	REVIEWED BY	
		PREPARED BY	Stephen Sewell, P.E., P.T.O.E.
ITEM NO.	7-3038	DATE	November 17, 2023

FINAL PLAN PREPARATION

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
96	Computer setup	LS	1		0
97	Develop pavement design	No.	1		0
98	Prepare interchange geometric approval sheet	No.			0
99	Prepare intersection geometric approval sheet	No.			0
100	Refine alignments (horizontal & vertical)	Mile	2.24		0
101	Revise roadway plans from soils report	Mile	2.24		0
	MODELING				
102	Final Roadway Model - Mainline Backbone	Mile	2.01		0
103	Final Roadway Model - Approach Backbone	Mile	0.23		0
104	Final Roadway Model - Mainline Grading	Mile	2.01		0
105	Final Roadway Model - Approach Grading	Mile	0.23		0
106	Final Roadway Model - Intersection Grading	No.	9		0
107	Final Roadway Model - Roundabouts - Single Lane	No.			0
108	Final Roadway Model - Roundabouts - Multi Lane	No.			0
109	Final Roadway Model - Entrances - Low (sidewalk connections)	No.			0
110	Final Roadway Model - Entrances - Medium	No.	1		0
111	Final Roadway Model - Entrances - High	No.			0
112	Model Rock Line	Acre			0
	DRAINAGE				
~~113~~	~~Develop pipe sections (< 54")~~	~~No.~~	~~0~~		~~0~~
114	Develop drainage system map	Mile	2.24	16	36
115	Develop blue line stream channel change (=> 200')	No.			0
116	Drainage analysis (entrance pipes)	No.			0
117	Drainage analysis (A < = 200 acres)	No.			0
118	Drainage structure analysis (200 acres < A < 1.0 sq. mile)	No.			0
119	Drainage structure analysis (A = > 1.0 sq. mile) level 1 analysis	No.			0
120	Drainage structure analysis (A = > 1.0 sq. mile) level 2 analysis	No.			0
121	Drainage structure analysis (A = > 1.0 sq. mile) level 3 analysis	No.			0
122	Special drainage studies	No.			0
123	Roadway ditches and channels	Mile	2.24	12	27
124	Inlet spacing calculations	No.	20	1	20
125	Storm sewers calculations	No.	20	1	20
126	Develop storm sewer profile	No.	20	1	20
127	Perform scour analysis	No.			0
128	Assemble preliminary and final drainage folders	LS	1	24	24
129	Prepare advanced situation folder - bridge	No.			0
130	Prepare advanced situation folder - culvert	No.			0
	DRAINAGE MISCELLANEOUS				
131					0
132					0
133					0
134					0

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Alumni Drive	CONSULTANT	Palmer Enginering
DESC	Shared Use Path	REVIEWED BY	
		PREPARED BY	Stephen Sewell, P.E., P.T.O.E.
ITEM NO.	7-3038	DATE	November 17, 2023

FINAL PLAN PREPARATION (Continued)

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
	FINAL PLAN SET				
135	Prepare layout sheet	LS	1		0
136	Prepare typical sections	No.	6		0
137	Generate plan sheets *(scale 1" = 20')*	Sheet	18		0
138	Generate additional RW plan sheets	Sheet			0
139	Generate profile sheets *(scale 1" = 20')*	Sheet	18		0
140	Detail cross sections *(scale 1" = 5'), at 50' intervals*	No.	223		0
141	Prepare coordinate control sheet	Mile	2.24		0
142	Prepare elevation developments	No.	10		0
143	Prepare striping and signage plan	Sheet	18	3	54
144	Develop Erosion Control Plan	Mile	2.24	12	27
145	Calculate final quantities	Mile	2.24	4	9
146	Complete general summary	LS	1		0
147	Complete paving summary	LS	1		0
148	Complete drainage summary	LS	1	6	6
149	Complete pavement under-drain summary	LS			0
150	Prepare cost estimate	LS	1		0
151	Prepare KMZ's	LS	1		0
	MAINTENANCE OF TRAFFIC				
152	Write maintenance of traffic notes (TCP)	LS	1	12	12
153	Prepare construction phasing plans	Mile	2.24	16	36
154	Develop diversion plan sheets	Sheet			0
155	Develop diversion profile sheets	Sheet			0
156	Develop diversion cross sections	No.			0
157	Develop temporary drainage	No.			0
	FINAL PLANS MISCELLANEOUS				
159	Plot/print copies of plans	LS	1	2	2
160	Plan revisions	Mile	2.24	4.5	10
161	Prepare final construction plans submittal	LS	1	12	12
162	Document available rock quantities	LS			0
163A	Prepare special provisions for non-standard KYTC bid items	LS	1		0
163B	Prepare materials testing matrix	LS	1	8	8
163C	Prepare and submit permit applications	LS	1	12	12
163D	Prepare and submit LPA documentation - PDC (pre- and post-bid)	LS	1		0
164	Prepare traffic signal modifications and details	No.	1	40	40
165A	Prepare photometric analysis for utility provided lighting	LS	1	40	40
165B	Prepare lighting sheets for pole, conduit, and junction box locations	Sheet			0
165C	Prepare lighting details	LS			0
166	Prepare landscape drawings, specifications, and details	LS	1		0
					0
					0
					0
	FINAL PLANS TOTAL				**415**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Alumni Drive	CONSULTANT	Palmer Enginering
DESC	Shared Use Path	REVIEWED BY	
		PREPARED BY	Stephen Sewell, P.E., P.T.O.E.
ITEM NO.	7-3038	DATE	November 17, 2023

MEETINGS

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
169	Prelim. line and grade inspection	1	No.	1	5	5
170	Geometric review meeting		No.			0
171	Drainage inspection		No.			0
172	Final inspection	1	No.	1	5	5
173	Misc. project coordination meetings		No.			0
174	Project team meetings	1	No.	4	3	12
	MEETINGS MISCELLANEOUS					
175	Value Engineering Study		LS			0
176	Constructability Review		LS			0
177						
178						
179						
	MEETINGS TOTAL					**22**

PUBLIC INVOLVEMENT

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
180	Develop and Maintain Mailing List		LS			0
181	Prepare for Advisory Committee/Officials Meeting		No.			0
182	Attend Advisory Committee/Officials Meeting		No.			0
183	Prepare for Public Meetings/Hearings		No.	1	6	6
184A	Attend Public Meetings/Hearings	2	No.	1	4	8
184B	Individual Meetings with Project Stakeholders	1	No.	5		0
185	Prepare and Distribute Newsletter		No.			0
186	Property owner coordination		No.			0
	PUBLIC INVOLVEMENT MISCELLANEOUS					
187						0
188						0
189						
	PUBLIC INVOLVEMENT TOTAL					**14**

QA/QC

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
190	Plan review				0
191	Structure review				0
	QA/QC TOTAL				**0**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Alumni Drive	CONSULTANT	Palmer Enginering
DESC	Shared Use Path	REVIEWED BY	
		PREPARED BY	Stephen Sewell, P.E., P.T.O.E.
ITEM NO.	7-3038	DATE	November 17, 2023

PRODUCTION-HOUR SUMMARY

SURVEY TOTAL		**50**
LINE AND GRADE TOTAL		**102**
UTILITY COORDINATION TOTAL		**73**
RIGHT OF WAY PLANS TOTAL		**8**
FINAL PLANS TOTAL		**415**
MEETINGS TOTAL		**22**
PUBLIC INVOLVEMENT TOTAL		**14**
QA/QC TOTAL		**0**
GRAND TOTAL		**684**

Survey	Feet	Miles	Width	Acres	
Alumni Drive (Tates Creek CL to Chinoe Road intersection)	3790	0.72	110	9.58	
Alumni Drive (Chinoe Road to NCR Inner Loop exit ramp)	6850	1.3	50	7.87	
Approaches (14 total @ 100-ft includes Tates Creek)	1400	0.27	60	1.93	
Total		2.29		19.38	
			Prelim	Final	
Alternatives	Feet	No. of Alts.	Miles	Miles	
Alumni Drive - Tates Creek East Curb Line to Chinoe x 2	3730	2	1.42	0.71	
Alumni Drive - Chinoe Road to NCR Inner Loop exit ramp	6850	1	1.3	1.3	
Approaches (12 total @ 100-ft)	1200	1	0.23	0.23	
Total			2.95	2.24	
Typical Sections	No.	Length	Inlets		
North Side - Tates Creek to Camino Road - Urban	1				
North Side - Camino Road to Turkey Foot - Rural	1				
North Side - Turkey Foot to Chinoe Road - Urban	1				
North Side - Chinoe Road to End of Turn Lanes - Urban	1				
North Side - Adjacent Side Path	1				
North Side - Lakeland Drive to NCR Ramp - Urban	1				
South Side - Tates Creek to Camino Road - Urban	1				
South Side - Camino Road to Old Mount Tabor Road - Rural	1				
South Side - Old Mt. Tabor to Chinoe - Urban	1				
	9				

CLASSIFICATIONS AND PERCENTAGES FOR DESIGN

CONSULTANT Palmer Engineering
400 Shoppers Drive, P.O. Box 747
Winchester, Kentucky 40392

COUNTY Fayette
PROJECT Alumni Drive MUP
UPN
FED. NO.
ITEM NO. 7-3038

Escalation:
Estimated Notice to Proceed: 2/1/2024
Estimated End of Project: 2/1/2025
rate = 3.72% midpoint: 8/2/2024
period = 1.22
factor = 0.04557
Overhead 177.63%
Facilities cost of Money 1.45%

* effective 5/16/2023			Survey	Preliminary Line and Grade	Utility Coordination	Right of Way Plans	Final Plans	Meetings	Public Involvement
POSITION	**Avg. Rate ***	**Escalated Rate**	**Task 1**	**Task 2**	**Task 3**	**Task 4**	**Task 5**	**Task 6**	**Task 7**
Principal	$129.00	$134.88	2%	5%	5%	5%	5%	10%	10%
Project Manager	$81.25	$84.95	0%	30%	30%	30%	30%	30%	30%
Professional Sr. Transportation Engineer	$78.90	$82.50	0%	0%	0%	0%	0%	10%	10%
Professional Transportation Engineer	$49.56	$51.82	0%	25%	25%	25%	25%	35%	35%
Engineer-in-Training	$35.53	$37.15	0%	15%	15%	15%	15%	0%	0%
Engineer Technician II	$53.20	$55.62	10%	20%	20%	20%	20%	15%	15%
Engineer Technician I	$33.02	$34.52	0%	5%	5%	5%	5%	0%	0%
Party Chief	$56.38	$58.95	44%	0%	0%	0%	0%	0%	0%
Instrumentman	$43.25	$45.22	44%	0%	0%	0%	0%	0%	0%
TOTAL			**100%** **$54.09**	**100%** **$63.61**	**100%** **$63.61**	**100%** **$63.61**	**100%** **$63.61**	**100%** **$73.70**	**100%** **$73.70**

Direct Cost Summary
Palmer Engineering Company

Item	Amount	Unit	Unit Cost	Cost	Totals
SURVEY					$106
Mileage - 4 wheel drive					
5 round trips @ 10 miles	50	mi	$0.61	$31	
meals		days	$36.00	$0	
lodging		nights	$90.00	$0	
computer time @ 10%	5	hours	$15.00	$75	
travel time (5 trips @ x 3 hours each x 2 people)		hours	$67.61	$0	
(Ave. Rate $52.01 x 1.3 = $67.61 / hour)					
PRELIMINARY LINE & GRADE PLANS					$1,272
Mileage 5 round trips @ 10 miles	50	mi	$0.48	$24	
Copies / Printing					
printing	100	prints	$1.00	$100	
computer time @ 75%	77	hours	$15.00	$1,148	
UTILITY COORDINATION PLANS					$895
Mileage 5 round trips @ 10 miles	50	mi	$0.48	$24	
Copies / Printing					
printing	50	prints	$1.00	$50	
computer time @ 75%	55	hours	$15.00	$821	
RIGHT OF WAY PLANS					$120
Mileage 1 round trips @ 10 miles	10	mi	$0.48	$5	
Copies / Printing					
printing	25	prints	$1.00	$25	
computer time @ 75%	6	hours	$15.00	$90	
FINAL PLANS					$4,793
Mileage 5 round trips @ 10 miles	50	mi	$0.48	$24	
Copies / Printing					
printing	100	prints	$1.00	$100	
computer time @ 75%	311	hours	$15.00	$4,669	
MEETINGS & PUBLIC INVOLVEMENT					$247
Mileage 13 round trips @ 10 miles	130	mi	$0.48	$62	
Copies / Printing					
printing	50	prints	$1.00	$50	
computer time @ 25%	9	hours	$15.00	$135	
					$7,432

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF PROFESSIONAL SERVICES

TC 40-2
Rev. 12/2022

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

SECTION 1: PROJECT INFORMATION

DATE:	Jan 2, 2024	COUNTY:	Fayette	ITEM #:	7-3038
PROJECT:	Alumni Drive				
DESC:	Construct Shared Use Path along Alumni Drive from Tates Creek Road to KY 4				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED HOURS	NEGOTIATED HOURS	AVERAGE RATE	ESTIMATED COST
Survey				$ -
Preliminary Line and Grade	50	50	$ 46.78	$ 2,339.00
Utility Coordination				$ -
Right of Way Plans				$ -
Final Plans	44	44	$ 46.78	$ 2,058.32
Meetings	22	22	$ 51.90	$ 1,141.80
Public Involvement	8	8	$ 51.90	$ 415.20
				$ -
				$ -
				$ -
TOTAL PRODUCTION HOURS & PAYROLL	124	124	$ 48.02	$ 5,954.32

OVERHEAD (140.00 %)	$ 8,336.05
PROFIT (15.00 %)	$ 2,143.56
COST OF MONEY (0.00 %)	$ -

DIRECT COSTS	AMOUNT
TOTAL DIRECT COSTS	$ -

SUBCONSULTANTS	AMOUNT
TOTAL SUBCONSULTANTS	$ -

TOTAL FEE	$ 16,434

*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: Element Design

SIGNED BY: Ramona Fry, PLA, ASLA, LEED AP

CONSULTANT SIGNATURE	TITLE	DATE
	Principal	1/2/2024

PROFESSIONAL SERVICES SIGNATURE	TITLE	DATE

CLASSIFICATIONS AND PERCENTAGES

COUNTY Fayette County
CONSULTANT Element Design
PROJECT Alumni Drive
ITEM NO. 07-3038

		Preliminary Line and Grade		Final Plans		Meetings		Public Involvement				
POSITION	AVG. RATE	ITEM I		ITEM II		ITEM III		ITEM IV				
Principal	$51.90	$25.95	50.0%	$25.95	50.0%	$51.90	100.0%	$51.90	100.0%			
Landscape Architect	$41.66	$20.83	50.0%	$20.83	50.0%	$0.00	0.0%	$0.00	0.0%			
Designer	$28.85	$0.00	0.0%	$0.00	0.0%	$0.00	0.0%	$0.00	0.0%			
			100%		100%		100%		100%	0%	0%	0%
TOTAL		$46.78		$46.78		$51.90		$51.90		$0.00	$0.00	$0.00

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Grade and Drain
ROUTE	Alumni Drive	CONSULTANT	Element Design
DESC	Shared Use Path	REVIEWED BY	
		PREPARED BY	Ramona Fry
ITEM NO.	7-3038	DATE	November 17, 2023

PRELIMINARY LINE AND GRADE

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
68	Prepare inventory of anticipated trees to be impacted	LS	1	30	30
69	Develop preliminary landscape concepts	LS	1	20	20
					0
	PRELIMINARY LINE AND GRADE TOTAL				**50**

FINAL PLAN PREPARATION

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
	FINAL PLANS MISCELLANEOUS				
161	Prepare final construction plans submittal	LS	1	4	4
166	Prepare landscape drawings, specifications, and details	LS	1	40	40
					0
	FINAL PLANS TOTAL				**44**

MEETINGS

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
169	Prelim. line and grade inspection	1	No.	1	5	5
172	Final inspection	1	No.	1	5	5
174	Project team meetings	1	No.	4	3	12
	MEETINGS TOTAL					**22**

PUBLIC INVOLVEMENT

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
183	Prepare for Public Meetings/Hearings		No.	1	4	4
184A	Attend Public Meetings/Hearings	1	No.	1	4	4
	PUBLIC INVOLVEMENT TOTAL					**8**

PRODUCTION-HOUR SUMMARY

LINE AND GRADE TOTAL	**50**
FINAL PLANS TOTAL	**44**
MEETINGS TOTAL	**22**
PUBLIC INVOLVEMENT TOTAL	**8**
GRAND TOTAL	**124**

EXHIBIT C

REQUEST FOR QUALIFICATIONS

Lexington-Fayette
Urban County Government

Request for Qualifications

The Lexington-Fayette Urban County Government hereby requests proposals for **RFQ #2-2023 RFQ for Alumni Drive Shared Use Path – Tates Creek Rd to New Circle Rd** 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 **December 31, 2023.** All forms and information requested in RFQ 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 one hundred twenty (120) 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 RFQ while this RFQ is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to

his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding $250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without

penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFQ process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFQ process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFQ process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFQ processes. If, based on this review, a RFQ process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFQ recommendation must be filed within 3 business days of the RFQ recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

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:

1. Relevant experience and technical competence of the project team (30 Points)
2. Past record of performance on projects similar in type and complexity (30 Points)
3. Project approach and familiarity with the details of the project (25 Points)
4. Ability to provide KYTC LPA Guide compliant inspection services (15 Points)

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be submitted via IonWave at: https://lexingtonky.ionwave.net

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

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

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of_____, the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me

by _____ on this the _____ day

of _____, 20__.

My Commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

- Section 503 of the Rehabilitation Act of 1973 states:

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

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

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

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

****

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

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

Bidders

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

_____ _____

Signature *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	**Total**	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		**Total**	
		M	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
Total:																	

Prepared by: _____Date: _____/_____/_____

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF CENTRAL PURCHASING
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 Central Purchasing
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 Central Purchasing (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 Central Purchasing 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 MWBDE 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 MWBDE 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 Central Purchasing
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 Central Purchasing):

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	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@nwboc.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/RFQ/Quote Reference #_____

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFQ/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 Central Purchasing 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/RFQ/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/RFQ/Quote Reference #_____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFQ/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 Central Purchasing 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/RFQ/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 Addres	**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 Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFQ/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/RFQ/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 Central Purchasing 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 MWBDE 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 MWBDE 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	**Company Representative**
_____	_____
Date	**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 RFQ 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 RFQ. 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 RFQ to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFQ: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ, 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 RFQ, proposer states that it understands the meaning, intent and requirements of the RFQ and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent**,** Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

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

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

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

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

_____ _____

Signature Date

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.

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

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

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

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Worker's Compensation	Statutory
Employer's Liability	$100,000
Professional Liability	$1 million per occurrence

The policies above shall contain the following conditions:

a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

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

c. 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.

Request for Statement of Qualifications – Professional Services

Alumni Drive Shared Use Path Project – Tates Creek Road to New Circle Road

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The Lexington Fayette Urban County Government (LFUCG), Division of Engineering is requesting proposals for a Professional Service Contract from qualified individuals and organizations to furnish those services described herein.

PROJECT INFORMATION

Project Manager – Scott Gabbard, P.E.
Location – Alumni Drive from Tates Creek Road to New Circle Road (See Exhibit 1)
Funding – Transportation Alternatives Program (TAP) – Federal Funds
Facility – Approximately 2.0 miles of Shared Use Path

PREQUALIFICATION

To respond to this project the Consultant must be prequalified by the Kentucky Transportation Cabinet (KYTC) in the following areas by the response due date of this advertisement:

- Surveying
- Urban Roadway Design and Pedestrian and Bicycle Planning and Design
- Advanced Drainage Analysis and Design

The Consultant must also demonstrate an in-depth working knowledge of all aspects of Local Public Agency project development requirements and procedures.

BACKGROUND

Alumni Drive from Tates Creek Road to New Circle Road is an approximate 2.0 mile minor arterial roadway maintained by the Lexington-Fayette Urban County Government. This project incorporates a shared use path connecting to the University of Kentucky's campus trails and bicycle network. The project is identified in the Lexington Area MPO Bicycle and Pedestrian Master Plan as a Major Trail in the bicycle network, similar to the Town Branch and Legacy Trails. Alumni Drive currently does not have continuous bicycle and pedestrian facilities and this project will complete the multi-modal gaps along the corridor, resulting in a continuous bicycle and pedestrian facility from the Squires Trail, outside Man O War Boulevard, to the existing Alumni Drive trail at the University of Kentucky Campus, which extends to the UK Arboretum and to Nicholasville Road.

DESCRIPTION

Essential features of the *Alumni Drive Shared Use Path Project* include:

- Evaluate the construction of a 12 foot wide shared use path (SUP) on the north side of Alumni Drive from Tates Creek Road to Chinoe Road versus the constructing the 12 foot wide SUP along the south side of Alumni Drive. In either case, the SUP shall connect to the existing SUP on the northwest corner of Tates Creek Road and Alumni Drive.

- Intersection improvements at Alumni Drive and Chinoe Road to accommodate the crossing of the SUP.

- Construct a 12 foot SUP on the north side of Alumni Drive from the Chinoe Road intersection to the intersection of New Circle Road.

- Remove the asphalt paving and subgrade from the three traffic islands (two on the north and one on the south) and the median island on the north at the intersection of Alumni Drive and New Circle Road and replace with soil and grass or with low maintenance landscaping. Also remove and replace existing sidewalks on the traffic islands.

SCOPE OF SERVICES

1. Pre-Design Conference and Review of Existing Information

1.1. Meet with LFUCG Division of Engineering and other concerned divisions, to discuss the project requirements and proposed Scope of Work. The meeting shall include a project site visit.

1.2. Review all project related information as provided by Division of Engineering. Obtain available LFUCG GIS data for the area, mapping including parcel lines, aerial photography, and existing infrastructure. The most recent aerial photography for the project area licensed by LFUCG will be made available to the Consultant.

2. Field Survey and Related Research

2.1. Research all deeds, plats and other property records to identify property lines, right-of-ways and easements.

2.2. Perform a field survey that is sufficient to be confident in their design and at a minimum include the following:

- Topography
- Existing sidewalks, edge of roadway, entrances, turn lane configurations, etc.
- Location and depth of underground utilities, storm and sanitary sewers, and related structures including service lines, laterals, and valves
- Location of overhead utilities including pole ownership information, and ownership identification/position of each cable, and low wire elevations
- Significant site improvements, such as fences, retaining walls, flag poles, yard lights, mailboxes, commercial signage, structures, etc.
- Location and identification of significant trees and vegetation
- Cross sections taken at 50-foot intervals, at driveways, steps, retaining walls, and wherever regrading will be anticipated and as otherwise needed. Cross sections shall extend far enough into the property to evaluate the impact of the design on the property drainage.
- Location of existing corner monuments and R/W markers
- Temporary benchmarks for use during construction, set outside of construction limits (minimum of 4)
- Location of all existing easements in the project area
- Staking necessary to establish centerlines prior to bidding for construction.

It is the responsibility of the consultant to obtain all permits and permissions necessary to perform the work, including, if required, those for digging and/or hydro excavating.

All surveyed data will conform to the LFUCG's Policy for Digital Submission using State Planes coordinates and NAD-83 KY N 1601 and NAVD1988.

Prior to conducting the survey, the Consultant shall conduct a thorough site reconnaissance to determine if, after exhausting all possible surveying methods, they conclude dense foliage or other obstructions exist that shall prevent an accurate survey. Any difficult areas shall be brought to the attention of LFUCG, who will determine how to respond.

3. Preliminary Design

3.1. Develop a set of Preliminary Plans to fully convey the intent of the construction. The plans may include, but are not limited to the following items:

- Plan and profile depicting existing and proposed conditions, and limits of disturbance (all features identified in the survey shall be shown on the plans)
- Plan sheet layout drawing
- Typical roadway/sidewalk/trail sections depicting existing and proposed conditions
- Supplemental drainage plans and profiles as needed
- Alignments and grades for approach roads and turn lanes as needed
- Existing and proposed topography
- Location of property lines with all owners/lessees and street addresses shown
- Existing and proposed right-of-way lines and easements
- Sanitary and storm sewer plan and profile as needed if the project will impact these features
- An Erosion and Sediment Control Plan
- General Summary (to be consistent with the bid schedule)
- A Traffic Management Plan consistent with KYTC guidelines
- Plans for lighting, signalization, striping and signage
- A Landscaping Plan.

During the preliminary design phase, the Consultant shall coordinate with the State Historic Preservation Office (SHPO) and the LFUCG Division of Historic Preservation to ensure plans are consist with applicable Section 106 National Historic Preservation Act requirements.

Upon completion of the Preliminary Plans, the Consultant shall submit one full size paper copy to the LFUCG Division of Engineering. Plans shall also be made available in electronic format: PDF and/or AutoCAD.

3.2. In conjunction with the preliminary plans, submit a Preliminary Design Memorandum addressing the following:

- Summary reports of utility impacts, property impacts, and permitting as outlined in their respective sections
- Inventory of trees impacted by construction (location, species and caliper). List the trees to be removed and trees potentially impacted (trunk outside of the disturbed area, drip line within it)
- List of any products, materials or methods that may require special consideration by the KYTC or FHWA
- List of apparent encroachments onto public right-of-way. (Determination of land rights shall be limited to recorded easements and right-of-way, prescriptive easements will not be considered.)

- Detailed Opinion of Construction Costs. Line items for construction costs shall be consistent with the General Summary and the Bid Schedule.

3.3. Meet with LFUCG to present and discuss the plans and Preliminary Design Memorandum. Consultant shall be responsible for meeting agendas, handouts, and meeting summaries. Subsequent meeting(s) with KYTC may be required as well.

4. Final Plans, Specifications, and Bid Documents

4.1 Upon completion of the Preliminary Plans, the Consultant shall incorporate all significant comments into a revised (Final) plan set and submit one paper copy to the LFUCG Division of Engineering. Plans shall also be made available in electronic format: PDF and/or AutoCAD.

Final Plans shall build upon the completed and approved information in the Preliminary Plans. In addition to the components of the Preliminary Plans, Final Plans shall also include but not be limited to:

- Cross sections at 50-foot stationing, all driveways, all step locations, and all retaining walls. Cross sections shall generally extend 30 feet from proposed shared use path or to the property line or fence, whichever is closer; however, longer coverage may be needed in some locations depending upon the disturbed limits.
- Right-of-Way strip maps and summary sheets
- Coordinate Control Plan
- Site-specific Detail Sheets as needed

All preliminary and final plans, and accompanying documents are subject to review by multiple parties. Furthermore, plans may be reviewed, at the Owners expense, by a third party peer hired to perform a QA/QC and constructability review. The Consultant shall be responsible for addressing comments from a third party and incorporating changes as deemed appropriate into all documents.

4.2 In conjunction with the final plans, the consultant shall submit the following:

- Updated versions of all preliminary plan submittals
- An Excel Bid Schedule consistent with the General Summary sheet
- Section I of the KYTC LPA Project Development Checklist and all accompanying paperwork

- Technical Specifications. LFUCG will provide generic technical specifications to be modified and supplemented by the consultant as needed
- Materials Testing Plan. Review each bid item and determine KYTC's testing procedure. Sort the materials test into the categories listed below, and create the relevant supporting documents:
    - Materials that can be sampled and tested per KYTC guidelines by LFUCG inspectors. For these items, prepare a summary document listing the relevant requirements to be used by the inspector.
    - Materials that can be sampled and tested per KYTC guidelines by a testing consultant. For these items, prepare a scope of work for a materials testing consultant.
    - And Materials that cannot be sampled and tested per KYTC guidelines. For these items, prepare an alternate method or a justification as to why testing is not warranted.
- Master Utility Plan. Display the following in plan format:
    - All existing utilities and proposed relocations, as furnished by the utility companies
    - All utility information required by the survey and utility coordination sections of this Scope
    - All existing and new storm and sanitary facilities
    - All utility conflict points shall be called out. Buried conflicts shall identify the existing depth of each utility at conflict points.

  Periodically update and distribute this plan to all concerned parties as design progresses. At the time of construction letting, this plan shall be current to within six (6) months.

5. Design Criteria

Drawing Scales, Units, and Unit Conversion

All quantities measured, calculated, and specified shall be in English units (e.g., feet, pounds). All drawings and sheets shall conform to the follow scales:

a. Plan Sheets	1” = 20’
b. Profile sheets	1” = 20’ horizontal 1” = 2’ vertical
c. Cross sections sheets	1” = 5’ horizontal 1” = 5’ vertical

Note: Combined Plan/Profile sheets (as applicable) are preferred, but not mandated.

Full-size Plans shall be 22 x 34 to facilitate scalable half-size 11 x 17 Plans.

All designs and plans must be approved by the LFUCG Division of Engineering. The following shall apply:

- Prepare drawing files with or convert them to AutoCAD format prior to transmitting them to LFUCG. The formatting specifics shall be determined during the contract negotiation process.
- Utilize LFUCG 2017 Standard Drawings (or most recent revision), and Kentucky Department of Highways 2020 Standard Drawings (or most recent revision) in that order of preference.
- Proposed improvements are to be ADA compliant. Design shall comply with the applicable AASHTO standards and the Manual of Uniform Traffic Control Devices.

6. Utility Coordination

The Consultant shall take the lead on utility coordination. At a minimum, this shall include:

- Sending preliminary and final design plans to the appropriate utility companies for review and comment.
- Obtaining and tracking review comments from all impacted utilities.
- Verifying the horizontal and vertical location of existing utilities at potential conflict points using hydro excavating, if needed, or other approved method.

(Itemized cost to be determined during Engineering Services Agreement negotiation and incorporated as an allowance.)

- Compiling and maintaining a list of all utility conflicts.
- Creating a schedule and budget for all required utility relocations.
- Obtaining Utility Impact Notes from the utility companies.

Submit a summary of the above information with the Preliminary Design Plans. An updated summary should be submitted with the Final Design Plans.

Note: The discovery of utility conflicts during construction can potentially slow or halt work, lead to delay claims and frustrate the public. It is essential to identify and resolve utility conflicts prior to construction. Poorly executed plans leading to significant utility conflicts may impact the Consultant's standing with the Division of Engineering and their ability to secure work in the future.

7. Easement and Right-of-Way Acquisition

Given a wide existing right of way along Alumni Drive, minimal acquisition of private property is anticipated. Where acquisition of easements or right-of-way is required the consultant will be responsible for the following:

- Right-of-way plans including strip maps and summary sheets if right-of-way or permanent easement acquisition is required
- Legal descriptions and exhibits for all temporary and permanent easement acquisitions
- Legal descriptions and plats for all right-of-way acquisitions
- Setting corner pins (or offsets) as necessary to define the physical limits of all properties which must be acquired
- Opinion of cost for property acquisitions

All documents shall meet the applicable requirements from LFUCG and KYTC.

Submit a summary of the property impacts with the Preliminary Design Plans. An updated summary should be submitted with the Final Design Plans.

Itemized cost for legal descriptions, plats, and property staking to be determined during Engineering Services Agreement negotiation.

LFUCG may acquire right-of-way in-house, or utilize the services of the Consultant. Such decision will be made prior to Right-of-Way funds being authorized. If Consultant services are used, they shall meet the requirements of the KYTC LPA Guide, Chapter VI.

8. Permitting

The Consultant shall take the lead on project permitting. At a minimum, this shall include:

- Identifying all applicable permits required for each phase of the project.
- Preparing and submitting applications and/or supporting paperwork for all required permits.
- Creating and maintaining a schedule for the required permits.
- Obtaining and tracking all project requirements resulting from the permitting process.

Submit a summary of the above information with the Preliminary Design Plans. An updated summary should be submitted with the Final Design Plans.

Permits that may be required for this project include, but are not limited to the following:

- NEPA Environmental Clearance (Assisted by KYTC)
- KYTC Encroachment Permit
- USACE 404 Permit and KY 401 Water Quality Certification
- FEMA CLOMR/LOMR
- LFUCG No-Rise Certification
- KDOW Stream Construction Permit
- LFUCG Special Floodplain Permit
- LFUCG Land Disturbance Permit (Contractor Responsibility)
- KDOW KYR10 Permit (Contractor Responsibility)

Any environmental consultants, if required, will be subcontracted through the Consultant via a contract modification.

9. Public Interface

The consultant shall assist with public interface. At a minimum, this shall include:

- Attending meetings with various project stakeholders, preparing minutes for those meetings, and leading them if requested to do so.
- Preparing concept maps, exhibits, and analysis to aid in communication with the public.

10. Bid Phase

The Consultant shall assist with Bid Administration. At a minimum, this shall include:

- Responding to technical questions during the bid period.
- Preparing responses for addenda
- Reviewing and approving alternates
- Attending the pre-bid meeting if one is held
- Preparing and certifying a tabulation of bid prices
- Evaluating bids received
- Checking bidder references
- Submitting a recommendation of award
- Preparing Section II of the KYTC LPA Project Development Checklist and all accompanying paperwork

Distribution of plans and documents to bidders and planrooms, tracking of bidders, responding to bid-phase questions and submission of addenda is managed by the Division of Central Purchasing, through IonWave electronic bidding software.

11. Construction Phase

The LFUCG Division of Engineering will take the lead on construction project management. The Consultant shall provide the following services during the construction phase of the project:

- Reviewing and approving shop drawings
- Responding to questions about the intent of the plans/specifications
- Conducting site visits as requested
- Evaluating changes proposed by the contractor
- Making minor changes to the plans due to unforeseen conditions
- Performing redesign work due to consultant error
- Assisting the Division of Engineering in performing a final walkthrough inspection and preparing a punch list
- Preparation of as-built drawings, if requested

LFUCG may provide construction inspection in-house, or utilize the inspection services of the Consultant. Such decision will be made prior to bid letting. If consultant inspection services are used, they shall meet the requirements of the KYTC LPA Guide, Chapter IX.

Within three months prior to the start of construction, the Consultant shall create a photographic record of pre-construction conditions off all property to be disturbed by construction activities. Sufficient photos shall be taken to document the condition of each yard; all improvements such as driveways, sidewalks, retaining walls, gardens, etc.; and all significant foliage. Each photograph shall be logged identifying its respective address.

If the Engineer of Record is not available on a given day, the Consultant shall have a back-up contact available to address urgent construction issues.

SCHEDULE AND COMPLETION

The Consultant shall meet deadlines as provided in the following schedule. Calendar days are counted from the date that a written Notice to Proceed is received by the Consultant. Exact times of meetings shall be arranged by the Consultant; locations of meetings shall be at the site of proposed improvements, the Division of Engineering office or the KYTC D7 office, as deemed appropriate.

Meet to review design intent	20 days
Submit preliminary plans to LFUCG and utility companies	180 days
Meet with LFUCG et al., to review preliminary plans	190 days
Hold public meeting - open house format	210 days
Submit final plans	270 days
Meet with LFUCG et al., to review final plans	290 days
Submission of completed final plans	330 days
Preparation of ROW/easement plats and descriptions	350 days

PROPOSAL CONTENT AND SELECTION CRITERIA

The prospective consulting firm or individual shall prepare his/her proposal with a maximum of 20 pages of response, not including forms required by LFUCG. Contained within the proposal should be any/all information necessary for the LFUCG selection committee to achieve a reasonable decision as to the firm's or individual's abilities and availability.

At a minimum, proposals shall include the following:

- General project approach and proposed process to accomplish the services for the project
- Project team's qualifications and relevant experience
- List of related projects and the role of the project team members on those projects
- Client list with contact information for which similar work has been performed
- List of related projects where inspection services were provided and the qualifications of inspectors which could be available for the project

Selection of a Consultant for this Study shall be based on the following weighted criteria:

- Relevant experience and technical competence of the project team (30 Points)
- Past record of performance on projects similar in type and complexity (30 Points)
- Project approach and familiarity with the details of the project (25 Points)
- Ability to provide KYTC LPA Guide compliant inspection services (15 Points)

Three to five of the highest scoring firms may be short listed, and invited to make a presentation to the selection committee. The presentation will be an opportunity to introduce key project personnel, discuss project understanding and approach, and address any other criteria the candidate feels is pertinent.

Following the presentations, the selection committee will proceed to either directly rank the consultants or to request additional interview(s) and/or written clarifications before making a final ranking. Rankings will then be based on the selection criteria noted above in conjunction with the content and quality of Consultant presentations and any follow-up discussions.

END OF SCOPE OF SERVICES



LEXINGTON

DIVISION OF ENGINEERING

PROJECT LOCATION MAP
ALUMNI DRIVE
SHARED USE PATH

07/06/2022
DATE

1157

EXHIBIT D

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/10/2024

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 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
Ansay & Associates, LLC
2901 W Beltline Hwy, Suite 202
Madison WI 53713

CONTACT NAME: Connie Easland
PHONE (A/C, No, Ext): 608-828-0232 **FAX (A/C, No):** 608-831-4777
E-MAIL ADDRESS: connie.easland@ansay.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co of America	25658
INSURER B : Travelers Indemnity Co of Connecticut	25682
INSURER C : TRAVELERS IND CO OF AMER	25666
INSURER D :	
INSURER E :	
INSURER F :	

INSURED STRAASS-01
Strand Associates, Inc.
910 W Wingra Drive
Madison WI 53715

COVERAGES **CERTIFICATE NUMBER:** 237042731 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	**GENERAL LIABILITY**	Y		P-630-1W455660-TIA-24	1/1/2024	1/1/2025	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 15,000
	X 1,000						PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	POLICY X PRO-JECT X LOC							$
A	**AUTOMOBILE LIABILITY**			BA-1W469615-24-43-G	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X **UMBRELLA LIAB** X OCCUR			CUP-1W474601-24-43	1/1/2024	1/1/2025	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			UB-1W473211-24-43-E	1/1/2024	1/1/2025	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Strand PN#: 2815.237 - Alumni Drive Shared Use Path

Additional Insured status is extended on a primary and non-contributory basis, from the general liability policy to those parties specified in the written contract, signed prior to the loss, per the attached endorsement.

30 Day notice of cancellation applies.

CERTIFICATE HOLDER

Lexington Fayette Urban County Government
200 E. Main Street
Lexington KY 40507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Connie Easland

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POLICY NUMBER: P-630-1W455660-TIA-23 ISSUE DATE: 03-07-23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION:
ANY PERSON OR ORGANIZATION WITH
(CONTINUEON IL T8 03)

ADDRESS:
(CONTINUEON IL T8 03)

(CONTINUEON IL T8 03)
WI
53715

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization

POLICY NUMBER: P-630-1W455660-TIA-23 GENERAL PURPOSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US
IL T4 05 05 19

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

CONTINUATION OF FORM IL T4 05, PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND

2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

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is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

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(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) 50 feet long or less; and

(b) Not being used to carry any person or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is:

(a) Chartered with a pilot to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

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(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

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(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph **(1)** above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions **c.** through **n.** do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of Section **III** – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

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This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

(1) Advertising, "broadcasting" or publishing;

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(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph **(1)** above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

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assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A**.

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SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
   a. All expenses we incur.
   b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
   c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.
   e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
   f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

   These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
   a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
   b. This insurance applies to such liability assumed by the insured;
   c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
   d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
   e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
   f. The indemnitee:
      (1) Agrees in writing to:
         (a) Cooperate with us in the investigation, settlement or defense of the "suit";
         (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
         (c) Notify any other insurer whose coverage is available to the indemnitee; and
         (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
      (2) Provides us with written authorization to:
         (a) Obtain records and other information related to the "suit"; and
         (b) Conduct and control the defense of the indemnitee in such "suit".

   So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverages – Coverage **A** – Bodily Injury And Property Damage Liability or Paragraph **2.e.** of Section **I** – Coverages – Coverage **B** – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

   Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

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a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

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d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 50 feet long or less; and

(2) Not being used to carry any person or property for a charge.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. An organization, other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

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venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section **II** – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under Coverage **C**;
   b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
   c. Damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
   a. Damages under Coverage **A**; and
   b. Medical expenses under Coverage **C**;

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:
   a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
   b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. The following provisions apply to Paragraph **a.** above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

(iii) An executive officer or director of any other organization; or

(iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph **e.(1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

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4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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2. "Advertising injury":
   a. Means injury caused by one or more of the following offenses:
      (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
      (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
         (a) Appropriates a person's name, voice, photograph or likeness; or
         (b) Unreasonably places a person in a false light; or
      (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
   b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.
3. "Auto" means:
   a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
   a. Physical harm, including sickness or disease, sustained by a person; or
   b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
   a. By radio or television; or
   b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
      (1) Radio or television programming being transmitted;
      (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
      (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
      (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
      (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

   provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph **a.** above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

13. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.

14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

15. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

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d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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21. "Premises damage" means:

a. With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or

b. With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

(1) Fire;

(2) Explosion;

(3) Lightning;

(4) Smoke resulting from fire, explosion or lightning; or

(5) Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

(1) Rupture, bursting, or operation of pressure relief devices;

(2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or

(3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization, other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

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25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

27. "Title" means a name of a literary or artistic work.

28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

30. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

31. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/10/2024

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com
INSURED Strand Associates, Inc. 910 West Wingra Drive Madison, WI 53715	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Continental Casualty Company — 20443 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W33223085 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			AEH113974097	07/11/2023	07/11/2024	Per Claim	$2,000,000
							Aggregate	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Strand PN#: 2815.237 - Alumni Drive Shared Use Path

CERTIFICATE HOLDER

Lexington-Fayette Urban County Government
200 E Main Street
Lexington, KY 40507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NOTICE ENDORSEMENT - NOTICE OF CANCELLATION, NON-RENEWAL OR REDUCTION IN LIMITS WHERE REQUIRED BY WRITTEN CONTRACT

It is understood and agreed that if the **Named Insured** has agreed in a written contract with its client to provide such client with notice of cancellation or non-renewal of this Policy, or notice of a reduction in the Limits of Liability of this Policy by endorsement during the **policy term**, the Insurer will provide such notice of cancellation, non-renewal or reduction in Limits to the client as set forth herein.

Within ten (10) business days of the Insurer's request, the **Named Insured** will deliver to the Insurer, or cause to be delivered by the broker or agent of record, a list acceptable to the Insurer containing the names and addresses of all entities entitled to receive notice. If the list is not provided to the Insurer within such time period, the Insurer will not provide notification. The Insurer will assume that the list provided to the Insurer by the **Named Insured** or the broker is a complete and accurate list of certificate holders. Only those persons or entities listed on the schedule will receive notification. The Insurer will keep no other record of any certificate holders in the Insurer's file. Such notice will be delivered to such client at the address recorded by certificate on file with the broker or agent of record and provided to the Insurer.

With respect to cancellation or non-renewal of this Policy, the Insurer will provide the **Named Insured's** client with the greater of:

(1) thirty (30) days' notice; or

(2) the number of days' notice set forth in the applicable State Provisions endorsement attached to this Policy in accordance with the Cancellation/Non-Renewal condition of the Policy.

With respect to a reduction in the Limits of Liability of this Policy by endorsement during the **policy term**, the Insurer will provide the **Named Insured's** client with the lesser of:

(1) sixty (60) days' notice; or

(2) the number of days' notice required in the **Named Insured's** contract with such client.

The Insurer's failure to provide such notification will not extend the Policy cancellation date, negate cancellation or non-renewal of the Policy, invalidate any endorsement to the Policy or be cause for legal action against the Insurer.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

From: Jones, Jackie M (KYTC)
To: Scott Gabbard
Cc: Tucker, Shane S (KYTC-D07); W. Douglas Burton; Mark Feibes
Subject: RE: Item No 7-3038 Alumni Drive Shared Use Path-Approval to Award Design Contract
Date: Friday, January 26, 2024 5:08:43 PM
Attachments: image001.png
image002.png

[EXTERNAL] Use caution before clicking links and/or opening attachments.

Scott,
You may proceed with the award of the design contract.

Jackie Jones
Staff Assistant
Kentucky Transportation Cabinet
Department of Rural & Municipal Aid
Commissioner's Office
502-782-4734 (p) | 502-229-6431 (c)
KYTC Local Public Agency Guide

From: Scott Gabbard <sgabbard@lexingtonky.gov>
Sent: Wednesday, January 17, 2024 3:31 PM
To: Jones, Jackie M (KYTC) <Jackie.Jones@ky.gov>
Cc: Tucker, Shane S (KYTC-D07) <Shane.Tucker@ky.gov>; Burton, Doug <wdburton@lexingtonky.gov>; Feibes, Mark <mfeibes@lexingtonky.gov>
Subject: Item No 7-3038 Alumni Drive Shared Use Path

****CAUTION** PDF attachments may contain links to malicious sites. Please contact the COT Service Desk ServiceCorrespondence@ky.gov for any assistance.**

Jackie,

Attached is a letter requesting additional design phase funding for the subject project, and requesting subsequent approval to award a design services contract. I also included the draft Attachment A in Excel format for your use. Please let me know if you have any questions or require additional information.

Thank you,

Scott Gabbard,
P.E.
Municipal Engineer
Sr.
Engineering

859.258.3437 office

859.447.6657 cell
lexingtonky.gov



RESOLUTION NO. _____ – 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE ENGINEERING SERVICES AGREEMENT (AWARDED PURSUANT TO RFP 2-2023) WITH STRAND ASSOCIATES, FOR THE DESIGN OF THE ALUMNI DRIVE SHARED USE PATH PROJECT, FOR THE DIVISION OF ENGINEERING, AT A COST NOT TO EXCEED $541,401.00.

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 Engineering Services Agreement (awarded pursuant to RFP 2-2023), which is attached hereto and incorporated herein by reference, with Strand Associates, for the design of the Alumni Drive Shared Use Path Project, for the Division of Engineering.

Section 2 – That an amount, not to exceed the sum of $541,401.00, be and hereby is approved for payment to Strand Associates, from account # 3160-303202-91715, pursuant to the terms of the Engineering 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
0424-24:ANB:4882-8848-7864, v. 1

RESOLUTION NO. 228 – 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE ENGINEERING SERVICES AGREEMENT (AWARDED PURSUANT TO RFP 2-2023) WITH STRAND ASSOCIATES, FOR THE DESIGN OF THE ALUMNI DRIVE SHARED USE PATH PROJECT, FOR THE DIVISION OF ENGINEERING, AT A COST NOT TO EXCEED $541,401.00.

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 Engineering Services Agreement (awarded pursuant to RFP 2-2023), which is attached hereto and incorporated herein by reference, with Strand Associates, for the design of the Alumni Drive Shared Use Path Project, for the Division of Engineering.

Section 2 – That an amount, not to exceed the sum of $541,401.00, be and hereby is approved for payment to Strand Associates, from account # 3160-303202-91715, pursuant to the terms of the Engineering Services Agreement.

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

PASSED URBAN COUNTY COUNCIL: May 9, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0424-24:ANB:4882-8848-7864, v. 1

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0425-24

File ID:	0425-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	8585	**In Control:**	Urban County Council
				File Created:	04/15/2024
File Name:	Release of Easement Bryant Rd and Justice Dr.			**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 utility easement on the property located at 1940 and 1956 Bryant Rd. and 1953 and 1975 Justice Rd. [Div. of Water Quality, Martin]

Notes: In office 4/26/2024. MS

signed and CILOO filed in CCO, original given back to Christina King via pick up. 5/16/AA

Sponsors:		**Enactment Date:**	05/09/2024
Attachments:	Blue Sheet, Bryant Justice Map, Release of Easement, RESO 0425-24- Partial Release of Easement (1940, 1956 Bryant and 1953, 1975 Justice) 4857-1823-3017 v.1.docx, R-229-2024, Deed #8585	**Enactment Number:**	R-229-2024
Deed #:		**Hearing Date:**	
Drafter:	Christina King	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/23/2024	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 0425-24

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 utility easement on the property located at 1940 and 1956 Bryant Rd. and 1953 and 1975 Justice Rd. [Div. of Water Quality, Martin]

Summary

Authorization to execute a partial release of a utility easement at 1940, 1956, 1998 Bryant Rd. and 1953 and 1975 Justice Rd. The easement is no longer needed. No Budgetary impact. (L0425-24) (Martin/Albright)

Budgetary Implications [select]: No

Advance Document Review:

Law: Yes, Completed by Evan Thompson 3/29/24

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: April 15, 2024

SUBJECT: PARTIAL RELEASE OF A UTILITY EASEMENT AT 1940, 1956, 1998 BRYANT ROAD AND 1953, 1975 JUSTICE DRIVE

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 utility easement at 1940, 1956, 1998 Bryant Road and 1953, 1975 Justice Drive.

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.

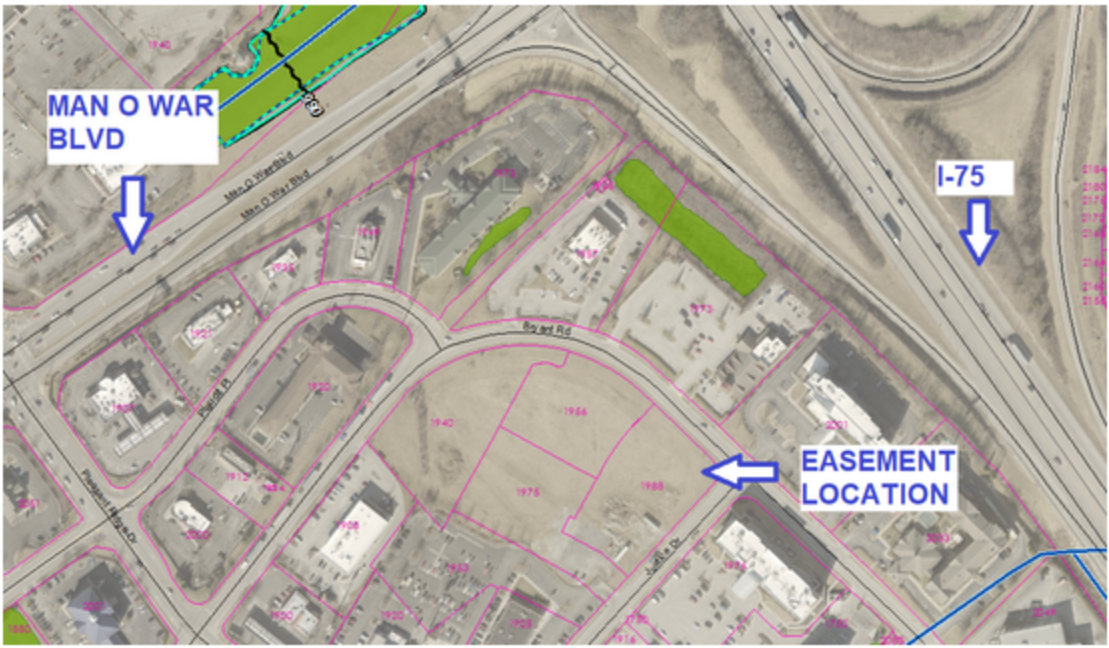
Law Review
E. Thompson, 03/29/2024.

Martin/Albright

DRB

cc: Debbie R. Barnett
Gregory Lubeck, PE

125 Lisle Industrial Ave., Suite 180, Lexington, KY 40511 / 859.425.2400 Phone / 859.254.7787 Fax / lexingtonky.gov


MAN O WAR
BLVD
I-75
EASEMENT
LOCATION

PARTIAL RELEASE OF EASEMENT

THIS PARTIAL RELEASE OF EASEMENT, is made and entered into this _____ day of _____, 2024, by and between (i) the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government pursuant to Chapter 67A of the Kentucky Revised Statutes, having its address at 200 East Main Street, Lexington, Kentucky 40507 ("LFUCG"), and (ii) PLEASANT RIDGE HOLDINGS, LLC, a Kentucky limited liability company, having an address of 2960 Fairview Drive, Owensboro, Kentucky 42303 ("PRH") and COVENTRY HOSPITALITY, LLC, an Indiana limited liability company, having an address of 8615 US 24 W, Fort Wayne, Indiana 46804 ("Coventry").

WITNESSETH:

WHEREAS, PRH is the owner of Lot 1 (1956 Bryant Road), Lot 2 (1998 Bryant Road), and Lot 5 (1953 Justice Drive) of Man O' War Development Unit 2A, Section 1, having acquired same by deeds recorded in Deed Book 3629, Page 732 and Deed Book 4017, Page 444, in the Fayette County Clerk's Office, and PRH and Coventry are the joint-owners of Lot 3 (1975 Justice Drive) and Lot 4 (1940 Bryant Drive) of Man O' War Development Unit 2A, Section 1, having acquired same by deeds recorded in Deed Book 3629, Page 732 and Deed Book 4017, Page 448, in the Fayette County Clerk's Office, all as shown on the Man O' War Development Unit 2A, Section 1, Minor Consolidation Plat of record in Plat Cabinet S, Slide 455 in the Office of the Fayette County Court Clerk, (collectively the "Premises"); and

WHEREAS, LFUCG acquired a Utility Easement over a portion of the Premises, as recorded in Plat Cabinet L, Slide 280, in Fayette County Clerk's Office (referred to herein as the "Partial Released Easement"); and

WHEREAS, the Partial Released Easement is no longer required by LFUCG and LFUCG desires to release and extinguish its interest in and to such Partial Released Easement.

NOW THEREFORE, for and in consideration of the sum of One Dollar ($1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LFUCG does hereby release, relinquish, and quit claim unto PRH and Coventry, as their respective interests may appear, all of its right, title and interest in and to the Partial Released Easement identified as the hatched areas and bearing the label "30' Utility Easement to be Released" as depicted on Exhibit "A" attached hereto and incorporated herein by reference.

It is the intention of LFUCG to forever extinguish its interest in the Partial Released Easement and PRH and Coventry, their successors and assigns shall forever hereafter have and enjoy said property free and discharged from the interests of LFUCG as to the Partial Released Easement; provided, however, that this Partial Release of Easement shall not extinguish the interest of LFUCG in the remaining easements as depicted on the Plat.

IN WITNESS WHEREOF, LFUCG has hereunto executed this Partial Release of Easement on this the day and year first above written.

[signature and notary appear on following pages]

LEXINGTON-FAYETTE COUNTY URBAN
COUNTY GOVERNMENT

By: _____

As: _____

STATE OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Partial Release of Easement was acknowledged before me by _____, as _____ of Lexington-Fayette Urban County Government, an urban county government pursuant to KRS 67, on behalf of said government, on this _____ day of _____, 2024.

_____
NOTARY PUBLIC, KENTUCKY,
STATE AT LARGE
My Commission Expires: _____
KY Notary ID#: _____

PLEASANT RIDGE HOLDINGS, LLC,
A KENTUCKY LIMITED LIABILITY
COMPANY

By: _____
Matthew R. Hayden, Manager

STATE OF KENTUCKY)
COUNTY OF DAVIESS)

The foregoing Partial Release of Easement was subscribed and sworn to and acknowledged before me by Matthew R. Hayden, as Manager for and on behalf of Pleasant Ridge Holdings, LLC, a Kentucky limited liability company, on this 20th day of February, 2024.



Jennifer M. Jones
Notary public, Kentucky State-at-Large

Jennifer M. Jones
Notary Name (Printed)
My commission expires: 11.16.2027
Notary ID Number: KYNP81121

COVENTRY HOSPITALITY, LLC,
AN INDIANA LIMITED LIABILITY COMPANY

BY: MEHRUNISA LAKHANY
IRREVOCABLE TRUST U/A/D DECEMBER 31, 2012, ITS MANAGING MEMBER

BY: _____
Samir Lakhany, Trustee

STATE OF Illinois)

COUNTY OF Cook)

The foregoing Partial Release of Easement was subscribed and sworn to and acknowledged before me by Mehrunisa Lakhany Irrevocable Trust u/a/d December 31, 2012, its managing member, by Samir Lakhany, Trustee, for and on behalf of Coventry Hospitality, LLC, an Indiana limited liability company, on this 22nd day of February, 2024.

_____
Notary public, Kentucky State-at-Large (Illinois)

Charles R Burke
Notary Name (Printed)
My commission expires: March 2, 2025
Notary ID Number: 375568

CHARLES R BURKE
Official Seal
Notary Public - State of Illinois
My Commission Expires Mar 2, 2025

THIS INSTRUMENT PREPARED BY:

_____
T. Tommy Littlepage
Wilson, Hutchinson & Littlepage
608 Frederica Street, Suite 200
Owensboro, Kentucky 42301
270-926-9146

SITE STATISTICS

ADDRESS: BRYANT ROAD & JUSTICE DRIVE
LEXINGTON, KY 40509

PVA # 21339250, 21339200, 38045450, 38045460, 38045490, 38045580

TOTAL ACREAGE: 7.307 ACRES

STREET FRONTAGE:
BRYANT ROAD - 944.7 FT
JUSTICE DRIVE - 453.3 FT

ZONING: B-6P

PROPERTY OWNER

PLEASANT RIDGE HOLDINGS, LLC
2960 FAIRVIEW DRIVE
OWENSBORO, KY 42303

DB 4017, PG 448
DB 3629, PG 732
DB 3650, PG 406
PC L, SL 280

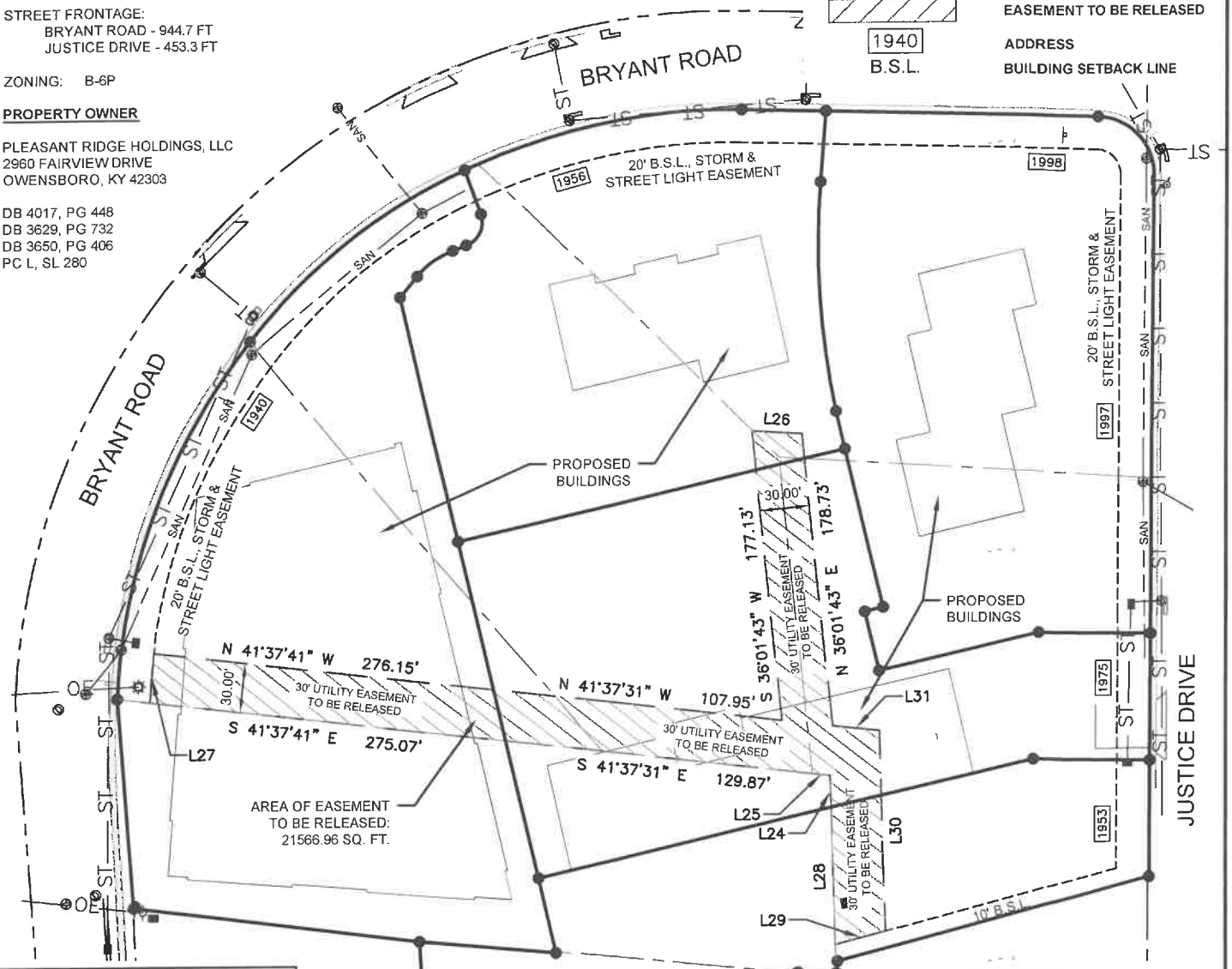
ADDITIONAL OWNER FOR LOTS 1 & 4

COVENTRY HOSPITALITY, LLC
8615 US 24 W
FORT WAYNE, IN 46804

DB 4017, PG 448
DB 4017, PG 444
PC L, SL 280

LEGEND

- PROPERTY BOUNDARY LINE
- PREVIOUS BOUNDARY LINE
- ADJOINERS APPR. BOUNDARY
- SANITARY SEWER LINE
- STORM LINE
- OVERHEAD ELECTRIC LINE
- EASEMENT TO BE RELEASED
- ADDRESS
- BUILDING SETBACK LINE



LINE TABLE		
Line #	Length	Direction
L24	19.14'	S 40°15'51" W
L25	10.60'	S 41°37'31" E
L26	30.41'	N 44°34'16" W
L27	30.02'	S 46°18'02" W
L28	83.29'	S 40°15'51" W
L29	30.84'	S 63°06'15" E
L30	121.33'	N 40°15'51" E
L31	27.84'	N 41°37'31" W

SURVEYOR INFORMATION
KEITH G. WINSTEAD
P.L.S. #: 3870
EMAIL:
KWINSTEAD@TBREDFIRM.COM

GRAPHIC SCALE
100 50 0 100 200
(IN FEET)
1 INCH = 100 FEET

THOROUGHBRED
DESIGN | ENGINEER | CONSTRUCT
P.O. BOX 481 LEXINGTON, KY 40588
(859) 785-0383
CIVIL DESIGN, LAND SURVEYING, GEOTECHNICAL ENGINEERING, DRILLING SERVICES, IBC SPECIAL INSPECTIONS, MATERIAL TESTING, CM-CEI-CONSTRUCTION SERVICES

EXHIBIT FOR PARTIAL UTILITY EASEMENT RELEASE

MAN O' WAR DEVELOPEMENT

DATE:	11-14-2023
SCALE:	1"=100'
DRAWN BY:	CBT
CHECKED:	KGW
SHEET:	EXHIBIT "A"

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 UTILITY EASEMENT ON THE PROPERTY LOCATED AT 1940 AND 1956 BRYANT ROAD AND 1953 AND 1975 JUSTICE ROAD.

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 utility easement on the property located at 1940 and 1956 Bryant Road and 1953 and 1975 Justice Road.

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
0425-24:EPT:4857-1823-3017, v. 1

RESOLUTION NO. 229 – 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 UTILITY EASEMENT ON THE PROPERTY LOCATED AT 1940 AND 1956 BRYANT ROAD AND 1953 AND 1975 JUSTICE ROAD.

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 utility easement on the property located at 1940 and 1956 Bryant Road and 1953 and 1975 Justice Road.

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:

CLERK OF URBAN COUNTY COUNCIL

0425-24:EPT:4857-1823-3017, v. 1

R-229-2024
Deed # 8585

FAYETTE CO, KY FEE $53.00 SUSAN LAMB
COUNTY CLERK
PRESENTED/LODGED: 05/13/2024 09:06:30 AM
EMILY GENTRY, DEPUTY CLERK 202405130030
BK: DB 4072
PG: 51-56

CORRECTED DEED OF EASEMENT

This **CORRECTED DEED OF EASEMENT** is made and entered into this the 2nd day of May, 2024, by and between **CENTRAL BAPTIST CHURCH OF LEXINGTON, KENTUCKY, a Kentucky non-profit corporation,** 110 Wilson Downing Road, Lexington, Kentucky 40517, which is the in-care of tax mailing address for the current year ("Grantor"), and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507, ("Grantee").

WITNESSETH:

WHEREAS, the deed of easement dated the 19th day of June, 2020, of record in **Deed Book 3767, Page 510**, in the Office of the Fayette County Clerk, was erroneously recorded as a temporary construction easement; and,

WHEREAS, it is the desire of all parties thereto to correct the error contained in the original Deed of Easement and to enter into this Corrected Deed of Easement, so as

Return to:
Cynthia Cannon-Ferguson
LFUCG, Dept. of Law, 11th Floor
200 East Main Street
Lexington, KY 40507

to correct the easement type from a temporary construction easement to a permanent sidewalk easement.

NOW THEREFORE, for and in consideration of the sum stated in the original deed of easement, said Grantor has **BARGAINED** and **SOLD** and does hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors and assigns, the permanent right and easement for public ingress and egress, and to excavate, grade, construct, alter, re-grade, maintain, repair, reconstruct, remove, and perform related work for the purpose of sidewalk improvements and construction, installation and relocation, which said sidewalk and appurtenances shall be of such dimension, character, construction and use as determined by Grantee, through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, and more particularly described as follows, to wit:

Permanent Sidewalk Easement
Wilson Downing Road Sidewalk Improvement Project
(a portion of 110 Wilson Downing Road)
Parcel No. 1

Being a certain tract of land lying in Fayette County, Lexington, Kentucky, approximately 3.94 miles southwest of Lexington, Kentucky, lying on the east side of US 27 and on the south side of Wilson Downing Road and being more particularly described as follows:

BEGINNING, at a point 1.89 feet right of Wilson Downing Segment 1 centerline Station 9+80.00, said point being in the existing east right-of-way line of Nicholasville Road (US 27); thence with the existing east right-of-way line of Nicholasville Road (US 27) along an arc 73.31 feet to the right having a radius of 11,414.16 feet, the chord of which is North 18 Degrees 32 Minutes 16 Seconds East, a distance of 73.31 feet to a point 15.34 feet left of Wilson Downing Segment 1 centerline Station 10+47.05, said point being in the existing south right-of-way line of Wilson Downing Road; thence leaving the existing east right-of-way line of Nicholasville

Road (US 27) and with the existing south right-of-way line of Wilson Downing Road, South 66 Degrees 14 Minutes 21 Seconds East a distance of 52.63 feet to a point 19.58 feet right of Wilson Downing Segment 1 centerline Station 10+90.00; thence leaving the existing south right-of-way line of Wilson Downing Road, South 55 Degrees 57 Minutes 01 Seconds West, a distance of 86.26 feet to the **POINT OF BEGINNING**; and

The above-described parcel contains 1,924 sq. ft. of permanent easement; and

Being a portion of the property conveyed to Central Baptist Church of Lexington, Kentucky, a Kentucky non-profit corporation by deed dated July 15, 2002, of record in Deed Book 2296, Page 395, in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD said easement together with all rights, privileges, appurtenances, and improvements thereunto belonging unto Grantee, its successors and assigns forever, for the purposes and uses herein designated.

The above-described permanent easement runs with the land in perpetuity and is binding upon the successors and assigns of the Grantor.

Grantor shall have the full right to use the surface of the land lying over said permanent easement for any purpose desired, provided such use will not interfere with the Grantee's free use of the easement herein granted and provided further that no building or structure shall be erected upon, across, over or through said permanent easement without prior written consent of the Grantee. Grantee shall not be responsible for maintenance of the easement area.

Grantor does hereby release and relinquish unto the Grantee, its successors and assigns forever, all of its right, title, and interest in and to the property to the extent of the interest conveyed herein, including all exemptions allowed by law, and does hereby covenant to and with the Grantee, its successors and assigns forever, that it is lawfully

seized in fee simple of said property and has good right to sell and convey the same as herein done, and that it will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 54-2020, passed by the Lexington-Fayette Urban County Council on February 6, 2020. Pursuant to KRS 382.135(2)(c), this permanent sidewalk easement, which pertains to a public right-of-way, need not contain a statement of consideration.

IN TESTIMONY WHEREOF, the parties have signed this Corrected Deed of Easement, this the day and year first above written.

GRANTOR:

CENTRAL BAPTIST CHURCH OF LEXINGTON, KENTUCKY, a Kentucky non-profit corporation

BY: _____
MARK THOMAS, TREASURER

GRANTEE:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Mark Thomas, as Treasurer, for and on behalf of Central Baptist Church of Lexington, Kentucky, a Kentucky non-profit corporation, on this the 2ND day of May, 2024.

Notary Public, Kentucky, State-at-Large

My Commission Expires: 05/16/2025

Notary ID # KYNP26547

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Corrected Deed of Easement was subscribed, sworn to and acknowledged before me by Linda Gorton, as Mayor, for and on behalf of the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky, for and on behalf of the Lexington-Fayette Urban County Government, on this the 3rd day of May, 2024.

Cynthia A Cannon-Ferguson
Notary Public, ID KYNP21866
State at Large, Kentucky
My Commission Expires on Feb. 26, 2025

Notary Public, Kentucky, State-at-Large

My Commission Expires: 2/26/25

Notary ID # KYNP21866

PREPARED BY:

Tiffany Holskey
Attorney
Lexington-Fayette Urban
County Government
Department of Law, 11th Floor
200 East Main Street
Lexington, Kentucky 40507
(859) 258-3500

4862-4367-3782, v. 2

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0427-24

File ID:	0427-24	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**	086-2024	**In Control:**	Urban County Council
				File Created:	04/15/2024
File Name:	Request Council authorization to execute the amendment to an agreement with AVOL Kentucky, Inc. to extend the period of performance to May 10, 2024, and authorizing the mayor to execute any other agreements or amendment with AVOL Kentucky related to the u			**Final Action:**	04/25/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Amendment to the Agreement with AVOL Ky., Inc., extending the period of performance to May 10, 2024, at no additional cost. [Div. of Grants and Special Programs, Reynolds]

Notes: stamped and filed in CCO. scanned to Celia 4/25/2024 and 2 copies placed out for pick up. AA

Sponsors:		**Enactment Date:**	04/25/2024
Attachments:	24- Blue Sheet AVOL Kentucky Amendment, FY21 HOPWA AVOL Kentucky Agreement - Amendment, Lexington Fully Executed FY20 HOPWA Renewal Grant Agreement, Resolution 237-2021, RESO 0427-24 (AVOL) 4895-4658-2968 v.1.docx, R-199-2024, Contract #086-2024	**Enactment Number:**	R-199-2024
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	04/23/2024	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 0427-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Amendment to the Agreement with AVOL Ky., Inc., extending the period of performance to May 10, 2024, at no additional cost. [Div. of Grants and Special Programs, Reynolds]

Summary

Authorization to execute an Amendment to the Agreement with AVOL Kentucky, Inc. to extend the period of performance to May 10, 2024, and to execute any other Agreements or amendment with AVOL Kentucky related to the use of these funds. No Budgetary impact. (L0427-24) (Reynolds/Lanter)

Budgetary Implications: NO

Advance Document Review:

Law: Yes, Completed by Ashleigh Bailey, 4/15/2024

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3120-900212-0001-71101

This Fiscal Year Impact: All funds previously Budgeted.

Annual Impact: $0

Project: HOPWA_2021

Activity: FED_GRANT

Budget Reference: 2021

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **APRIL 15, 2024**

SUBJECT: **Amendment to Agreement with AVOL Kentucky, Inc.**

Request: Council authorization to execute the amendment to an agreement with AVOL Kentucky, Inc. to extend the period of performance to May 10, 2024, and authorizing the mayor to execute any other agreements or amendment with AVOL Kentucky related to the use of these funds.

Purpose of Request: On May 6, 2021 (Resolution 237-2021), Council authorized acceptance of federal funds in the amount of $1,441,081 from the U.S. Department of Housing and Urban Development for the 1994 Housing Opportunities for Persons with AIDS (HOPWA) program for the development of housing facilities for persons with AIDS. AVOL Kentucky, Inc. is serving as the sponsor organization for this project. The approved project includes leveraged funds in the amount of $97,849 from the following community partners: Bluegrass Care Clinic, Moveable Feast Lexington, Kentucky AIDS Drug Assistance Program, Infectious Disease Research Program, and AVOL Kentucky, Inc. A subrecipient agreement in the amount of $1,397,849 was entered into with AVOL Kentucky, Inc on May 11, 2021.

AVOL Kentucky has requested to extend period of performance to May 10, 2024 to complete program activities.

What is the cost in this budget year and future budget years? All funds were previously budgeted. There is no anticipated costs in future budget years.

Are the funds budgeted? Grant funds are budgeted

File Number: 0427-24

Director/Commissioner: Reynolds/Lanter

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"), **AVOL KENTUCKY, INC.**, a Kentucky non-profit corporation pursuant to KRS Chapter 273, and whose mailing address is 1824 Hill Rise Drive, Suite 100, Lexington, Kentucky 40504 (hereinafter referred to as "SPONSOR").

WHEREAS, the GOVERNMENT has been awarded federal funds from the U.S. Department of Housing and Urban Development's (hereinafter referred to as "HUD") Housing Opportunities for Persons with AIDS Program (CFDA 14.241) pursuant to which HUD has agreed to make a grant to the Government under Federal Award Number KY-H200017 awarded May 11, 2021;

WHEREAS, GOVERNMENT and SPONSOR entered into an Agreement dated May 11,2021 ("Agreement"), in which the SPONSOR, AVOL Kentucky, Inc., with Unique Entity Identifier ZVM1K1F92768, was allocated $1,397,849 for activities to be provided under this Agreement which benefit low-income persons, as defined by the U.S. Department of Housing and Urban Development, who have acquired immunodeficiency syndrome or a related disease and the families of such persons;

WHEREAS, SPONSOR has requested additional time to complete program activities;

WHEREAS, the Agreement provides for all amendments to be in writing executed by GOVERNMENT and SPONSOR;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the parties hereto agree as follows:

II. <u>TIME OF PERFORMANCE</u>, shall be amended in its entirety to read as follows:

"The SPONSOR agrees to complete all activities under this Agreement no later than May 10, 2024."

In all other respects, except as specifically modified herein, the terms of the Agreement dated May 11, 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 Amendment 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

_____

Linda Gorton, Mayor

ATTEST:

_____

Clerk of Urban County Council

AVOL KENTUCKY INC.

_____

Jon Parker, Executive Director

Grant Agreement Housing Opportunities for Persons With AIDS (HOPWA) Program CFDA Number 14.241	**U.S. Department of Housing and Urban Development** Office of Community Planning and Development
1. Grantee Name (and Administering Agency or Department, if applicable), and Address: Lexington-Fayette Urban County Government, Division of Grants and Special Programs 200 E Main Street Lexington, KY 40507	2. Grant Number: KY-H200017 3. Tax Identification Number: 610858140 4. Unique Entity Identifier: 0204428777
5. Applicable Renewal Notice: CPD Notice 20-02	6. Grant Amount: $1,441,081
7. Period of Performance Start Date (date listed in box 15) 05/11/2021	8. Period of Performance End Date (36 months after the date in box 15) 05/10/2024
9. Special Conditions (check applicable box) ☒ Not applicable ☐ Attached	

I. This Grant Agreement is made and entered into by and between the U.S. Department of Housing and Urban Development ("HUD") and the Grantee identified in Box 1 of this Grant Agreement, pursuant to the AIDS Housing Opportunity Act, codified, as amended, at 42 U.S.C. §§ 12901-12912 (the "Act"), and regulations for the Housing Opportunities for Persons With AIDS ("HOPWA") program at 24 CFR part 574 (the "Regulations").

II. The Applicable Renewal Notice listed in Box 5 of this Grant Agreement; the Grantee's approved renewal grant application, which is attached to this Grant Agreement; and any special conditions attached to this Grant Agreement are hereby incorporated into this Grant Agreement; however, in the event of a conflict between a provision of the renewal grant application and any provision of this Grant Agreement, the latter shall control.

III. Subject to the provisions of this Grant Agreement, HUD will make renewal grant funding in the amount specified in Box 6 above ("Grant Funds") available to the Grantee upon execution of this Grant Agreement by the Grantee and HUD.

IV. The Grantee and each Project Sponsor that receives Grant Funds must (1) comply with the HOPWA regulations (as now in effect and may be amended from time to time at 24 CFR part 574), other applicable HUD regulations, and such other terms and conditions as HUD may establish for purposes of carrying out HOPWA activities in an effective and efficient manner; (2) conduct an ongoing assessment of the housing assistance and supportive services required by the participants in HOPWA activities; (3) assure the adequate provision of supportive services to the participants in HOPWA activities; (4) cooperate and coordinate in providing assistance under HOPWA with the relevant state- and local-government agencies responsible for services for eligible persons in the area served by the Grantee and with other public and private organizations and agencies providing services for eligible persons; (5) prohibit any fee, except rent, from being charged of any eligible person for any housing or services provided with Grant Funds; (6) ensure the confidentiality of the name of any individual assisted through HOPWA activities and any other information regarding individuals receiving assistance with Grant Funds; and (7) maintain and make available to HUD for inspection financial records sufficient, in HUD's determination, to ensure proper accounting and disbursing of Grant Funds.

V. The Grantee must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Grant Agreement. The Grantee must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Grantee will be incorporated into and made part of this Grant Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200, including appendices.

VI. The Grantee may only provide Grant Funds to Project Sponsors pursuant to legally binding agreements that contain all terms and conditions required by 2 CFR 200.331(a) and state each commitment to which the Project Sponsor must agree under 24 CFR 574.500(b)(1)-(4).

VII. The Grantee must draw down Grant Funds no less than quarterly. A request by the Grantee to draw down Grant Funds under any payment system constitutes a representation by the Grantee that it and all participating parties are in compliance with this Grant Agreement.

VIII. The Grantee must comply with HUD instructions regarding use of and reporting in the Integrated Disbursement and Information System ("IDIS") or its successor.

IX. If the Grantee uses homelessness or chronic homelessness as primary client eligibility criteria, the Grantee is encouraged to use a Homeless Management Information System ("HMIS") to track services for homeless clientele, provided that medical information and HIV status are not shared with providers that do not have direct involvement in the eligible person's case management, treatment, and care in line with their signed release of information.

X. If the amount in box 6 above exceeds $500,000, the Grantee must comply with the award term and condition for reporting of matters related to recipient integrity and performance at Appendix XII to 2 CFR part 200.

XI. The Grantee must submit an Annual Progress Report (APR) in accordance with 24 CFR 574.520(b). The APR is due to HUD within 90 days of the end of each 12-month operating period until all Grant Funds are expended.

XII. The Grantee must use at least 51 percent of Grant Funds to undertake eligible program activities that provide permanent supportive housing to HOPWA eligible persons for the planned annual outputs.

XIII. The Grantee must commit program income to the Grant in accordance with the addition method as provided in 2 CFR 200.307(e)(2).

XIV. If Grantee is a State or Unit of General Local Government and is the responsible entity pursuant to 24 CFR part 58, the Grantee agrees to assume the responsibility for environmental review, decision-making, and action that would otherwise apply to HUD in accordance with 24 CFR 58.4 and 24 CFR 574.510. If Grantee is a State and distributes funds to a responsible entity, the Grantee agrees to provide for appropriate procedures by which the responsible entity will evidence its assumption of environmental responsibilities. This Article does not apply to a Grantee that is a nonprofit organization.

XV. The Grantee and each Project Sponsor that receives Grant Funds are encouraged to obtain certificates of completion of the Getting to Work, HOPWA Oversight, and CPD Financial Management training curriculums by at least one of its employees within 12 months of the execution of this Grant Agreement.

XVI. The Grantee must update client eligibility records no less than annually.

XVII. This Grant is not for research and development (R&D), as defined at 2 CFR 200.87.

XVIII. A default shall occur when the Grantee fails to comply with the provisions of this Grant Agreement. In the event of a default, HUD may take one or more of the actions provided in 2 CFR 200.338 after providing the Grantee with an opportunity for informal consultation in accordance with 24 CFR 574.S00(c). Nothing in this Grant Agreement shall limit any remedies otherwise available to HUD in the case of a default by the Grantee. No delay or omissions by HUD in exercising any right or remedy available to it under this Grant Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default.

10. For HUD (Name and Title of Authorized Official)	11. Signature	12. Date (mm/dd/yyyy) (" Federal Award Date")
Renee Ryles, Acting CPD Director	Renee D Ryles	**04/26/2021**
13. For the Grantee (Name and Title of Authorized Official)	14. Signature	15. Date (mm/dd/yyyy)
Linda Gorton, Mayor	Linda Gorton	05/11/2021

Indirect Cost Rate Schedule
(To be added as attachment to HOPWA Grant Agreement)

INDIRECT COST RATE SCHEDULE

Agency/department/major function	Indirect cost rate (%)	Type of Direct Cost Base
N/A	N/A	
	%	
	%	

Instructions: This schedule must include each indirect cost rate that will be used to calculate the Grantee's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for project sponsors.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elect to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

RESOLUTION NO. 237 -2021

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT A GRANT FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $1,441,081.00 IN FEDERAL FUNDS, FOR CONTINUATION OF THE HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT FOR THE EXPENDITURE OF FUNDS, AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET, AND AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SUBRECIPIENT AGREEMENT WITH AVOL KENTUCKY, INC., FOR CONTINUATION OF THE PROJECT, AT A COST NOT TO EXCEED $1,397,849.00.

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 accept a Grant from the U.S. Department of Housing and Urban Development, which Grant funds are in the amount of $1,441,081.00 in Federal funds, for continuation of the Housing Opportunities for Persons with AIDS (HOPWA) Program, the acceptance of which does not obligate the Lexington-Fayette Urban County Government for the expenditure of funds.

Section 2 - That subject to the provisions of Resolution No. 22-79, 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 herein.

Section 3 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a Subrecipient Agreement, which is attached hereto and incorporated herein by reference, with AVOL Kentucky, Inc., for continuation of the Housing Opportunities for Persons with AIDS (HOPWA) Project.

Section 4 – That an amount, not to exceed the sum of $1,397,849.00, be and hereby is approved for payment to AVOL Kentucky, Inc., from account #3120-900212-71101, pursuant to the terms of the Subrecipient Agreement.

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

PASSED URBAN COUNTY COUNCIL: May 6, 2021

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

475-21:BGS:X:\Cases\COMDEV\21-LE0001\LEG\00726694.DOCX

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH AVOL KENTUCKY, INC., EXTENDING THE PERIOD OF PERFORMANCE TO MAY 10, 2024, AT NO ADDITIONAL COST.

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 with AVOL Kentucky, Inc., extending the period of performance to May 10, 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
0427-24:ANB:4895-4658-2968, v. 1

RESOLUTION NO. 199 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH AVOL KENTUCKY, INC., EXTENDING THE PERIOD OF PERFORMANCE TO MAY 10, 2024, AT NO ADDITIONAL COST.

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 with AVOL Kentucky, Inc., extending the period of performance to May 10, 2024, at no additional cost.

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

0427-24:ANB:4895-4658-2968, v. 1

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT, made and entered into on this 25 day of April 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"), **AVOL KENTUCKY, INC.**, a Kentucky non-profit corporation pursuant to KRS Chapter 273, and whose mailing address is 1824 Hill Rise Drive, Suite 100, Lexington, Kentucky 40504 (hereinafter referred to as "SPONSOR").

WHEREAS, the GOVERNMENT has been awarded federal funds from the U.S. Department of Housing and Urban Development's (hereinafter referred to as "HUD") Housing Opportunities for Persons with AIDS Program (CFDA 14.241) pursuant to which HUD has agreed to make a grant to the Government under Federal Award Number KY-H200017 awarded May 11, 2021;

WHEREAS, GOVERNMENT and SPONSOR entered into an Agreement dated May 11,2021 ("Agreement"), in which the SPONSOR, AVOL Kentucky, Inc., with Unique Entity Identifier ZVM1K1F92768, was allocated $1,397,849 for activities to be provided under this Agreement which benefit low-income persons, as defined by the U.S. Department of Housing and Urban Development, who have acquired immunodeficiency syndrome or a related disease and the families of such persons;

WHEREAS, SPONSOR has requested additional time to complete program activities;

WHEREAS, the Agreement provides for all amendments to be in writing executed by GOVERNMENT and SPONSOR;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the parties hereto agree as follows:

II. TIME OF PERFORMANCE, shall be amended in its entirety to read as follows:

"The SPONSOR agrees to complete all activities under this Agreement no later than May 10, 2024."

In all other respects, except as specifically modified herein, the terms of the Agreement dated May 11, 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 Amendment 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

Linda Gorton

Linda Gorton, Mayor

ATTEST:

Clerk of Urban County Council

AVOL KENTUCKY INC.

Jon Parker

Jon Parker, Executive Director

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0429-24

File ID:	0429-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	04/15/2024
File Name:	Public Library Corporation Dissolution			**Final Action:**	05/09/2024

Title:

A Resolution authorizing the dissolution of the Lexington-Fayette Urban County Government Public Library Corporation; and taking other related action. [Dept. of Finance, Hensley]

Notes:

Sponsors:		**Enactment Date:**	05/09/2024
Attachments:	Memo PLC Dissolution, 429-24 Resolution - Dissolution of Public Library Corporation 4873-5995-7683 v.3.doc, R-230-2024	**Enactment Number:**	R-230-2024
Deed #:		**Hearing Date:**	
Drafter:	Robin Adams	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/23/2024	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 0429-24

Title

A Resolution authorizing the dissolution of the Lexington-Fayette Urban County Government Public Library Corporation; and taking other related action. [Dept. of Finance, Hensley]

Summary

Authorization to dissolve the Lexington-Fayette Urban County Government Public Library Corporation originally created to assist with the bond financing of the Lexington Public

Library. Budgeted funds in the amount of $615,000 will transfer to the Lexington Public Library to allow for the dissolution of the Public Library Corporation. (L0429-24) (Hensley)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by David Barberie, April 15, 2024

Risk Management: N/A

Fully Budgeted: BA in process

Account Number: 1181-900605-0001-81599

This Fiscal Year Impact: Up to $615,000.00

Annual Impact: Up to $615,000.00

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

ERIN HENSLEY
COMMISSIONER
FINANCE

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

FROM: Erin Hensley, Commissioner of Finance

DATE: April 15, 2024

SUBJECT: Public Library Corporation (PLC} Dissolution

Request

Authorization to: Dissolve the Lexington-Fayette Urban County Government Public Library Corporation originally created to assist with the bond financing of the Lexington Public Library.

Why are you requesting?

Department needs this action completed because the Lexington Public Library Corporation was developed to aid in the financing of library facilities. The Lexington Public Library now has financing authority outside of LFUCG. Funds were held in an account for use under the Lexington Public Library Corporation. The return of these funds to the Lexington Public Library will allow for the dissolution of the Corporation.

Funds in the amount of $615,000, the anticipated balance of cash and interest held by the Public Library Corporation, will transfer to the Lexington Public Library to allow for liquidation of Public Library Corporation assets. The actual transfer will be based on cash and interest available as of the transaction date.

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

The cost for this FY is: Up to $615,000.00

The cost for future FY is: O

Are the funds budgeted?

The funds are budgeted.

Account number: 1181-900605-0001-81599

File Number: **0429-24**

Commissioner: Hensley

RESOLUTION NO. _____-2024

A RESOLUTION AUTHORIZING THE DISSOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT PUBLIC LIBRARY CORPORATION; AND TAKING OTHER RELATED ACTION.

WHEREAS, the Lexington-Fayette Urban County Government authorized the creation of the Lexington-Fayette Urban County Government Public Library Corporation (the "Library Corporation") pursuant to Resolution No. 52-85 in order to assist with the financing and construction of certain public library facilities;

WHEREAS, the Library Corporation has not been active for a number of years and many of its former duties are currently being performed by the Lexington-Fayette Urban County Library Board of Trustees (the "Library Board");

WHEREAS, the Lexington-Fayette Urban County Government has been in the process of auditing funds residing in an account designated to the Library Corporation in order to determine whether such funds belong the Urban County Government or the Library Board, and has taken or is taking action transferring such funds to the appropriate party;

WHEREAS, once the above transfers are completed the Library Corporation will no longer have any substantial assets other than a parcel of real property adjoining Phoenix Park located at 130 East Main Street, which should be transferred to the Lexington-Fayette Urban County Government in furtherance of improving Phoenix Park; and

WHEREAS, the Lexington-Fayette Urban County Government, the Library Board, and the Library Corporation agree with the above actions and proposed actions, and that there is no longer a need for the Library Corporation and that it should be dissolved.

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

Section 1 - That the preamble to this Resolution be and hereby is incorporated by reference as if the same had been fully stated herein.

Section 2 - That the Board of Directors of the Lexington-Fayette Urban County Government Public Library Corporation be and hereby is authorized to dissolve the Lexington-Fayette Urban County Government Public Library Corporation.

Section 3 - That the Mayor and other appropriate officers and employees of the Lexington-Fayette Urban County Government, and the Board of Directors of the Lexington-Fayette Urban County Government Public Library Corporation, be and hereby are authorized to take any further and necessary action related to the dissolution and winding down of the corporation, including but not limited to the execution, acknowledgement, and delivery of such other instruments and papers and the taking of other actions as may be necessary or desirable to effect the action authorized above, and more specifically (a) the transfer of up to $615,000 to the Lexington-Fayette Urban County Library Board of Trustees, contingent upon the approval of a pending budget amendment, and (b) the deed ownership transfer of the real property located at 130 East Main Street, Lexington, Kentucky, from the Library Corporation to the Lexington-Fayette Urban County Government, with said actions also contingent upon the approval of the corporation.

Section 4 - To the extent that any ordinance, resolution, order, or part thereof is in conflict with the provisions of this ordinance, the provisions of this ordinance shall prevail and be given effect.

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
0429-24:DJB:4873-5995-7683, v. 3

RESOLUTION NO. 230 -2024

A RESOLUTION AUTHORIZING THE DISSOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT PUBLIC LIBRARY CORPORATION; AND TAKING OTHER RELATED ACTION.

WHEREAS, the Lexington-Fayette Urban County Government authorized the creation of the Lexington-Fayette Urban County Government Public Library Corporation (the "Library Corporation") pursuant to Resolution No. 52-85 in order to assist with the financing and construction of certain public library facilities;

WHEREAS, the Library Corporation has not been active for a number of years and many of its former duties are currently being performed by the Lexington Public Library Board of Trustees (the "Library Board");

WHEREAS, the Lexington-Fayette Urban County Government has been in the process of auditing funds residing in an account designated to the Library Corporation in order to determine whether such funds belong the Urban County Government or the Library Board, and has taken or is taking action transferring such funds to the appropriate party;

WHEREAS, once the above transfers are completed the Library Corporation will no longer have any substantial assets other than a parcel of real property adjoining Phoenix Park located at 130 East Main Street, which should be transferred to the Lexington-Fayette Urban County Government in furtherance of improving Phoenix Park; and

WHEREAS, the Lexington-Fayette Urban County Government, the Library Board, and the Library Corporation agree with the above actions and proposed actions, and that there is no longer a need for the Library Corporation and that it should be dissolved.

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

Section 1 - That the preamble to this Resolution be and hereby is incorporated by reference as if the same had been fully stated herein.

Section 2 - That the Board of Directors (Officers) of the Lexington-Fayette Urban County Government Public Library Corporation be and hereby is authorized to dissolve the Lexington-Fayette Urban County Government Public Library Corporation.

Section 3 - That the Mayor and other appropriate officers and employees of the Lexington-Fayette Urban County Government, and the Board of Directors (Officers) of the Lexington-Fayette Urban County Government Public Library Corporation, be and hereby are authorized to take any further and necessary action related to the dissolution and winding down of the corporation, including but not limited to the execution, acknowledgement, and delivery of such other instruments and papers and the taking of other actions as may be necessary or desirable to effect the action authorized above, and more specifically (a) the transfer of up to $615,000 to the Lexington Public Library Board of Trustees, contingent upon the approval of a pending budget amendment, and (b) the deed ownership transfer of the real property located at 130 East Main Street, Lexington, Kentucky, from the Library Corporation to the Lexington-Fayette Urban County Government, with said actions also contingent upon the approval of the corporation.

Section 4 - To the extent that any ordinance, resolution, order, or part thereof is in conflict with the provisions of this ordinance, the provisions of this ordinance shall prevail and be given effect.

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

PASSED URBAN COUNTY COUNCIL: May 9, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0429-24:DJB:4873-5995-7683, v. 4

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Konica Minolta Change Control

Title:		**LFUCG - Planning Services Department**	**Project:**	**Planning Commission Binders**
Date:		**2/23/2024**		
Author:		**Cari Wickstrom**	**Organization:**	**Konica Minolta**
Originator:		Traci Wade, ***Planning Manager, Planning Services***	**Organization:**	**Lexington Fayette Urban County Government**

Proposed Change Description:

LFUCG Planning Services - Implements the adopted comprehensive plan; coordinates development activities; issues zoning compliance permits; provides staff support for the Planning Commission and Board of Adjustment. As a result, the Board and Commissions must retain all documentation related to these plans and activities.

LFUCG Planning has a large volume of Minute Books, Agenda / Minutes from the Planning Commission, Board of Adjustments, and Paris Pike Corridor that must be retained as they are the only complete copy representing the final work product. These books are currently taking up a large portion of space and, if digitized, would make that space available and serve as a disaster recovery copy.

The Planning Services department is currently storing all records on cabinet shelving and filing cabinets and is looking to have those records digitized and moved over into OnBase as an initial project phase.

Project Specifications - General

The processes listed below will be utilized for all projects under this Proposal, subject to Konica Minolta approval or adjustment. The project scope of work will be agreed upon during the Kickoff meeting.

- There will be one person at and one at Konica Minolta responsible for the logistics and transportation of the documents.
- Shipping will be billed as incurred.
- Konica Minolta will scan the documents at 300 DPI.
- All documents will be captured in black and white and autocolor.
- All content will be removed from binders to be scanned. Content on the binder will not be scanned and the binders will be disposed of and not returned to the boxes.
- All data and images will be thoroughly tested via software to ensure all the images associated with the database are viable and uncorrupted.
- Destination document repository:
  - OnBase
- KM will deliver multipage TIFF files with an OnBase DIP file.
- All data deliveries will be made via Secure FTP (SFTP) unless specified otherwise in this Proposal.
- For double-sided (duplex) projects, Konica Minolta will apply our proprietary auto-assisted manual blank page review, Blank Page Eradicator (BPE).
  Most vendors use a method referred to as auto drop-out to delete suspected blanks. The typical threshold used is 2,500 bytes.

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We have found content, such as signature pages or fax headers/footers, that is less than 850 bytes. Using a 2,500-byte threshold would cause the loss of vital data. Using a threshold of less than 850 bytes would result in the delivery and payment of blank pages.
Konica Minolta uses BPE to ensure only blanks are deleted, and no content is lost. This process also ensures that pages with “bleed-through” that would have survived a 2,500-byte drop-out are deleted.

- Konica Minolta performs a proprietary post-process review that identifies and corrects possible “piggyback” documents. Piggy-back documents occur when a barcode slip sheet is not detected by the scanner, resulting in two files being combined. This condition effectively loses the second document, making it almost impossible to find a post-scan.

Project Specification – Planning Commission

The project specifications listed below will be reviewed and agreed upon during a document review.

- There are 96 Binders that are 3.375 inches per binder, containing 100% double-sided (duplex) pages. For purposes of this Proposal, it is assumed that the percent is 100% duplex.
- Document preparation will consist of removing staples, taping up Post-it notes on separate sheets, applying bar-coded slip sheets, and extracting and recording index values. *Planning Commission documentation is prepared Bi-Monthly therefore, there are tabs with a date for each meeting.* The files will be unitized at the Meeting level, creating a single document for each meeting and multiple documents per Binder.
- It is estimated that there is an average of 1,280 images per binder.
- The files contain primarily 8½”x11” pages but may contain pages up to 8½”x14” and large format maps. The maps must be placed in the same location digitally as they are physically. This process will require special processing by the BPO center.
- The Planning Commission books will be indexed by the Meeting Date:
    - *Body* - For Ex *Planning Commission*
    - *Year*
    - *Date*
    - ImageSource
- Doc Type Group: Planning
- Doc Type: Meeting Minutes
- The files contain a mixture of black and white (bitonal) and color pages. Color items will be captured as auto-color.
- Auto Color Detect will be applied to all images. This automated color detection function will attempt to scan the page in color if the color threshold is met. Auto Color Detect does not guarantee 100% capture of color images or color markings on images.

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Project Specification – Board of Adjustment

The project specifications listed below will be reviewed and agreed upon during a document review.

- There are 66 Binders that are 2.67 inches per binder, containing pages that are 100% double-sided (duplex) pages. For purposes of this Proposal, it is assumed that the percent is 100% duplex.
- Document preparation will consist of removing staples, taping up Post-it notes on separate sheets, applying bar-coded slip sheets, extracting and recording index values, and discarding the binders.
    - *Board of Adjustment documentation is prepared Monthly; therefore, there are tabs for each meeting/month of the documentation within the binder.* The files will be unitized at the Meeting level, creating a single document for each meeting and multiple documents per Binder.
- It is estimated that there is an average of 912 images per document/binder.
- The files contain primarily 8½”x11” pages but may contain 8½”x14” and large format maps. The maps must be placed in the same location digitally as they are physically. This process will require special processing by the BPO center.
- The Board of Adjustment binders will be indexed by meeting date:
    - *Body - Board of Adjustments*
    - *Year*
    - *Date*
    - ImageSource
- Doc Type Group: Planning
- Doc Type: Meeting Minutes
- The files contain a mixture of black and white (bitonal) and color pages. Color items will be captured as auto-color.
- Auto Color Detect will be applied to all images. This automated color detection function will attempt to scan the page in color if the color threshold is met. Auto Color Detect does not guarantee 100% capture of color images or color markings on images.

Project Specification – Paris Pike Corridor

The project specifications listed below will be reviewed and agreed upon during a document review.

- There are 4 Binders that are 3.75 inches per finder, containing 100% double-sided (duplex) pages. For purposes of this Proposal, it is assumed that the percent is 100% duplex.
- Document preparation will consist of removing staples, taping up Post-it notes on separate sheets, applying bar-coded slip sheets, extracting and recording index values, and discarding the binders.
    - *Paris Pike Corridor documentation is prepared Quarterly; therefore, there are tabs for each meeting/quarter of the documentation within the binder.* The files will be unitized at the Meeting level, creating a single document for each meeting and multiple documents per Binder. *A single binder may have m*ore than 1 year*.*
- KM will discard the binders after prep.
- It is estimated that there is an average of 1,153 images per document/binder.

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- The files contain primarily 8½”x11” pages but may contain 8½”x14” and large format maps. The maps must be placed in the same location digitally as it is physically. This process will require special processing by the BPO center.
- The Paris Pike Corridor binders will be indexed by the meeting date:
    - *Body - Paris Pike Corridor Commission*
    - *Year*
    - *Date*
    - ImageSource
- Doc Type Group: Planning
- Doc Type: Meeting Minutes
- The files contain a mixture of black and white (bitonal) and color pages. Color items will be captured as auto-color.
- Auto Color Detect will be applied to all images. This automated color detection function will attempt to scan the page in color if the color threshold is met. Auto Color Detect does not guarantee 100% capture of color images or color markings on images.

Project Specification – Exhibits

The project specifications listed below will be reviewed and agreed upon during a document review.

- There are 5 file drawers full of exhibits, 28 inches per drawer, that must be included with the minutes. For purposes of this Proposal, it is assumed that the percent is 100% duplex.
- *The documents are in manila envelopes in the filing cabinets. Document preparation will be performed by the customer, ie, the removal of staples and the* identification of index values (Body, Year, Date) required for each envelope. *Each exhibit is unitized at the manila envelope level, creating a single document for each envelope.*
- *It is estimated that there is an average of 25 images per envelope/document.*
- *The files contain primarily 8½”x11” pages but may contain 8½”x14” and large format maps. The maps must be placed in the same location digitally as they are physically. This process will require special processing by the BPO center.*
- *The Exhibits will be indexed by:*
    - *Body -*
    - *Year*
    - *Date*
    - ImageSource
- *Doc Type Group: Planning*
- *Doc Type: Meeting Minutes*
- The files contain a mixture of black and white (bitonal) and color pages. Color items will be captured as auto-color.
- Auto Color Detect will be applied to all images. This automated color detection function will attempt to scan the page in color if the color threshold is met. Auto Color Detect does not guarantee 100% capture of color images or color markings on images.

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White-Glove Packing

Konica Minolta will provide white-glove packing and transportation; the following services will be provided:

- On-site inventory and box labeling.
- Management of un-shelving and loading for transportation.
- Create box-level manifests, including box number and first and last folder tab.
- Detailed chain-of-custody form.

Transportation:

The documents will be transported to the Konica Minolta processing center via a secure cargo truck. Our drivers do not make any additional pickup stops during transit and will not leave the truck unattended at any time. Prior to transporting documents, both LFUCG and Konica Minolta will review and sign off on the final manifest. Both LFUCG and Konica Minolta will retain a physical copy of the signed manifest. This manifest will be reviewed upon arrival at the Konica Minolta processing center to ensure all contents are accounted for. Each document container is then logged into the Konica Minolta batch/container management system for tracking throughout the capture and return process.

Within 30-days following final data delivery, LFUCG will confirm with KMBS if they elect to either pick up the completed boxes or have KMBS transport them to the LFUCG Archive.

Client Responsibilities

- LFUCG OnBase Systems Administrator will be responsible for Business Analysis related to the OnBase setup and configuration with the Business Unit.
- LFUCG OnBase Systems Administrator will be responsible for creating the OnBase DIP process to export and load the scanned documents into OnBase
- LFUCG OnBase Systems Administrator will be responsible for the OnBase setup. This may include, but is not limited to, the following:
    - User Group and Permissions
    - Document Type Groups
    - Document Types
    - Keywords
    - Custom Query/Retrieval Options

- LFUCG OnBase Systems Administrator will be responsible for the configuration of Full-Text Search: The documents will be OCR'd for full-text search capability, and that will be performed during OnBase ingestion
- LFUCG will communicate the OnBase Configuration to the Konica Minolta project team to ensure alignment with the BPO setup and configuration.

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Project Estimated Pricing Summary

LFUCG has a backfile of hardcopy documents estimated at over 235,713 pages. These are detailed below. The estimates provided for the purposes of pricing are based upon the number of pages estimated by Konica Minolta during a site visit and clarified by phone. LFUCG will be billed based on the unit pricing below for **actual** pages processed.

BACKFILE CAPTURE – UNIT PRICING

Service and Description	Unit Pricing
Scanning at 300 DPI (per standard page)	6¢
Scanning at 300 DPI (per Large Format page)	$2.00
Slip Sheet Printing (per document)	3.1¢
Indexing (per field, per document, maximum 15 characters per field)	5¢
Match and Merge (per document)	3.5¢
Document Preparation (per hour)	$28
Image/Index QA and Publication, including Delivery Media Master (per GB)	$75

SUMMARIZED EXTENDED BACKFILE COST

Project Name	Pages	Documents	Extended Estimated Price
Planning Commission	123,030	360	$11,242
Board of Adjustment	60,224	177	$5,649
Paris Pike Corridor	4,614	14	$422
Exhibits	47,740	140	$4,196
		Totals:	**$21,509**

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KONICA MINOLTA

WHITE GLOVE PACKING, TRANSPORTATION, AND DESTRUCTION -

Packing, Transportation, and Destruction Pricing*	Estimated Cost
White-glove transportation and supplies – Estimate assumes 1 Trip, picking up 24 boxes that will be near an exit door or on a loading dock for loading Pick up Address: **Planning Office. Phoenix Building – 7th Floor. 101 E. Vine St.** Lexington, KY ·	$370
Return Transportation – Estimate assumes 1 Trip, picking up 24 boxes that will be near an exit door or on a loading dock for loading Return Address is: **1306 Versailles Road Lexington, KY**	$150

Approved	Defer Until:	Declined
Y/N	Date:	Y/N
Reasons/Comments:		
Payment Terms:		

DocuSign Envelope ID: FF8C03D1-533B-4267-A9F6-A6276E973AB2

FINAL APPROVALS

Client Name: Lexington-Fayette County Government (LFUCG)

This SOW is subject to the terms and pricing under the Sourcewell Contract dated October 30, 2020, contract number 090320-KON for Public Sector and Education Administration Software Solutions and Related Services.

AGREED AND ACCEPTED by an authorized representative of each party.

Lexington-Fayette County Government (LFUCG) Approval

Title	Approver	Signature	Date Signed

Konica Minolta Approval

Title	Approver	Signature	Date Signed
National BPO Director	Phil DeSimone	DocuSigned by: Phil DeSimone D10E4003D61A466...	3/6/2024