

AGREEMENT

THIS AGREEMENT, made on the _____ day of _____, 20___, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government existing pursuant to KRS Chapter 67A, hereinafter called "LFUCG" and **BLUEGRASS PRIDE, INC.**, doing business as a 501(c) 3 corporation located in the City of Lexington, County of Fayette, and State of Kentucky, hereinafter called "PRIDE."

WHEREAS, LFUCG issued a request for proposals for recycling, waste management, energy efficiency and water public education programs (RFP #16-2012); and

WHEREAS, PRIDE responded to RFP #16-2012 and LFUCG has determined that PRIDE is the successful bidder;

NOW, THEREFORE, LFUCG and PRIDE, in consideration of their mutual covenants herein **AGREE** in respect of the performance of professional environmental educational services by PRIDE and the payment for those services by LFUCG as set forth below.

WITNESSETH: That PRIDE and the LFUCG in consideration of **Five Hundred Ninety-nine Thousand, Nine Hundred Eighty Dollars** (\$599,980) quoted in the proposal by the PRIDE, dated June 1, 2012, hereby agree to commence and complete the scope of services described as follows:

1. SCOPE OF WORK

PRIDE shall provide recycling, waste management, energy efficiency and water public education programs as outlined in four (4) discrete projects contained within PRIDE's response to RFP #16-2012. PRIDE will also provide monthly reports of all activities to LFUCG, and submit a comprehensive report of all activities completed at the end of one year. Two hard copies and one electronic copy of each report shall be provided to LFUCG.

2.0 PERIOD OF SERVICE

The time period of service authorized by the LFUCG for the proper execution of the Work by the Contract, in full, is hereby fixed as three hundred sixty five days (365) from the date specified in the Notice to Proceed.

3.0 CONTRACT RENEWAL

The Contract shall be renewable at the end of the current one (1) year term for two (2) additional one (1) year periods upon the mutual agreement of LFUCG and PRIDE.

4.0 INDEMNIFICATION CLAUSE

PRIDE shall defend, indemnify, and hold harmless LFUCG from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by: (a) PRIDE's negligent acts or intentional misconduct, or errors or omissions, in connection with the performance of this contract, (b) PRIDE's performance or breach of the contract provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by LFUCG, or (c) the condition of any premises, equipment or other property being used or operated by the PRIDE in connection with the performance of this contract. In the event LFUCG is alleged to be liable based upon the actions or inactions of PRIDE, PRIDE shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all 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. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

5.0 PAYMENTS TO CONSULTANT

Payment for services under this agreement will be made on time and expense basis subject to the following requirements:

- a. All invoices shall reflect the four (4) projects contained with RFP#16-2012 and the corresponding amount due based on the budget allotted for each project.
- b. Professional services shall be billed in accordance with the following hourly rates:
 - Directors = \$65 per hour
 - Outreach Staff = \$55 per hour
 - Supplies = \$21,250
 - Mileage = \$0.50 per mile

5.1.1 Time of Payment

PRIDE shall submit monthly statements for Basic Services and Extra Work rendered. Owner shall respond to PRIDE's monthly statements within thirty (30) days, either denying payment or making payments

6.0 Extra Work

LFUCG may desire to have PRIDE 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 written authorization is given by LFUCG. This work shall be considered as "Extra Work" and shall be paid as such.

"Extra Work" shall be paid for by the LFUCG on the basis of rates as described in 5.1, or on lump sum basis when the scope of extra work requested is clearly defined and mutually agreed between LFUCG and PRIDE.

6.1 Professional Service Rates for Extra Work

The following rates will apply to services authorized by OWNER under the "Extra Work" provisions of 5.0:

- Directors = \$65 per hour
- Outreach Staff = \$55 per hour
- Mileage = \$0.50 per mile

7.0 GENERAL CONSIDERATIONS

7.1 Termination

The obligation to provide 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.

LFUCG reserves the right to terminate the Agreement at any time upon seven (7) days written notice to the CONSULTANT.

7.2 Ownership and Reuse of Documents

All documents, prepared by PRIDE pursuant to this Agreement shall be delivered to and become the property of the LFUCG. LFUCG shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to PRIDE.

7.3 Incorporation of Bid Documents

All bid documents related to RFP #16-2012, including the Advertisement for Bids, Information to Bidders, PRIDE's Response to LFUCG's Invitation to Bid, General and Special Conditions, Basis for Payment, Form of Proposal, Bid Bond, Performance and Payment Bonds, Certificates of Insurance, Addenda and any other document(s) related to the bid be and hereby are incorporated herein as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date and year above written.

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

ATTEST:

Clerk of the Urban County Council

BY: _____
Jim Gray
MAYOR

BLUEGRASS PRIDE, INC.

P.O. Box 910384, Lexington, KY 40591
(Address and Zip Code)

(Secretary)

BY: Jimmy Solmer
ITS: _____

(Witness)