Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Docket

Tuesday, April 9, 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

0365-24 Table of Motions: Council Work Session, March 19, 2024

Attachments: TOM 03.19.24

IV. Budget Amendments

V. Budget Adjustments - For Information Only

VI. New Business

VII. Continuing Business/ Presentations

0382-24 An Ordinance amending certain of the Budgets of the Lexington-Fayette Urban County Government to reflect current requirements for funds in the amount of $239,175 to provide funds for Council Capital Projects in the Divs. of Parks and Recreation, Aging and Disability Services, Traffic Engineering, and Environmental Services, including the installation of traffic calming devices on Fiddler Creek pursuant to Code of Ordinances Section 18-51, and appropriating and re-appropriating funds, Schedule No. 41. [Div. of Budgeting, Lueker]

Attachments: Capital List 4.9.24
Council Capital Ord 0041
Council Capital 0041
ORD 0382-24 BA 4888-5093-5990 v.1.docx
O-037-2024

0372-24 Summary: Social Services and Public Safety Committee, March 5, 2024

Attachments: 03-05-2024 SSPS Summary and Motions 04.01.24

0383-24 A Resolution determining that a proposal for the establishment of a dedicated Park Fund to fund public parks in Fayette County, to be financed by the levy of an additional two and one quarter cents ($0.0225) per one hundred dollars ($100) valuation on all taxable real property, shall be submitted to the electorate of Fayette County in a public referendum pursuant to KRS 97.590 and KRS 67A.160

with the language of the ballot question substantially similar to the following “Are you in favor of the establishment of a dedicated public “Park Fund” Program that will provide funds to improve and develop neighborhood parks, walking and hiking trails, nature parks, bike trails, swimming pools, playgrounds, dog parks, recreational facilities, and other related facilities for children, adults, families, and seniors to be financed by the levy of an additional two and one quarter cents ($0.0225) per one hundred dollars ($100) on all taxable real property, effective January 1, 2025?”; and authorizing taking any related necessary actions. [Council Office, Hall]

Attachments: 3-19-24 Meeting Summary- Partial
383-24 Resolution - Parks Tax Referendum 4890-8720-8111 v.6.docx
R-188-2024

0371-24 Presentation: 5th District Proclamation

VIII. Council Reports

IX. Mayor's Report

X. Mayor's Report - Price Contract Bid Recommendations

0380-24 Accepting and approving the following bids and establishing price contracts for the following Depts. or Divs. as to the specifications and amount set forth in the terms of the respective bids:
(a) Div. of Police - Vehicle Equipment Installation - 26-2024 - Front Line Mobile Tech, L & W Emergency Equipment and Ridgenet Network Group;
(b) Div. of Fleet Services - Commercial Fuel - 34-2024 - WEX Bank; and,
(c) Div. of Fleet Services - Snow Plows - 30-2024 - J. Edinger & Sons Inc.

Attachments: 34-2024 Wex Bank.pdf
26-2024 Front Line Mobile Tech.pdf
26-2024 LW Emergency Equipment.pdf
26-2024 Ridgenet Network Group.pdf
30-2024 J Edinger and Son.pdf

XI. Public Comment - Issues Not on Agenda

XII. Adjournment

Administrative Synopsis - New Business Items

a **0292-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Renewal Agreement with Energize Ky., LLC for continuing services as administrator of the Energy Project Assessment District Program for an additional three (3) years, at no cost to the Urban County Government. [Dept. of Finance, Hensley]

Attachments: Memo EPAD Renewal 2024
0292-24- Energize KY renewal 4866-0673-1701 v.1.docx
R-162-2024
Contract #090-2024

b **0294-24** A Resolution authorizing the Div. of Police to purchase License Plate Reader System from Flock Group Inc., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Flock Group Inc, related to the procurement, at a cost not to exceed $353,404.11. [Div. of Police, Weathers]

Attachments: Cover Memo - Flock Group Inc
294-24 4868-3631-3777 v.1.docx
R-163-2024
Conract #094-2024

c **0297-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Infrastructure) Incentive Grant to Rob Prop, LLC, for a Stormwater Quality Project, at a cost not to exceed $173,103.56. [Div. of Water Quality, Martin]

Attachments: Blue Sheet
FY 2024 Rob Prop, LLC (2592 Palumbo Drive)_Class B Infra - Council map
FY24 Class BI Rob Prop, LLC (2592 Palumbo Drive) GAA Grantee signed
0297-24- Rob Prop LLC Incentive Grant 4888-8954-7189 v.1.docx
R-164-2024
Contract #087-2024

d **0298-24** An Ordinance amending the authorized strength by abolishing one (1) Unclassified Civil Service Position of Social Services Coordinator, Grade 520E, and creating one (1) Classified Civil Service Position of Social Services Coordinator, Grade 520E, in the Div. of Community and Resident Services, effective upon passage of Council. [Div. of Human Resources, George]

Attachments: Bluesheet Memo 24-0040
O-039-2024

e **0299-24** An Ordinance amending the authorized strength by abolishing one (1) unclassified position of Early Childcare Assistant Teacher P/T, Grade 510N, abolishing one (1) unclassified position of Early Childcare Assistant Teacher, Grade 510N, and creating one (1) classified position of Early Childcare Teacher, Grade 512E, all in the Div. of Family Services, effective upon passage of Council. [Div. of Human Resources, George]

Attachments: Bluesheet Memo 24-0039
O-040-2024

f **0303-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an End User License Agreement with DVR Examiner, for software at a cost not to exceed $2,259.42. [Div. of Police, Weathers]

Attachments: Cover Memo - Magnet Forensics LLC - DVR Examiner & EULA
R-165-2024
Contract #093-2024

g **0316-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Declaration of Covenants and Restrictions, in favor of the Dept. of Local Government, encumbering two parcels (3785 and 3990 Raven Run Way) owned by the Urban County Government, to fulfill requirements of the Land and Water Conservation Grant in relation to the Raven Run Nature Sanctuary, and further authorizing the Mayor to execute any other documents needed to fulfill this Grant requirement. [Div. of Parks and Recreation, Conrad]

Attachments: Bluesheet Memo - Raven Run LWCF Deed Restriction 3990 & 3785 - Signed
0316-24 Deed Restriction for 3785 and 3990 4860-1940-3187 v.1.docx
R-166-2024
Contract #095-2024

h **0317-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, and the Lexington-Fayette Urban County Government Public Facilities Corporation, to execute a Declaration of Covenants and Restrictions, in favor of the Dept. of Local Government, encumbering a parcel (3885 Raven Run Way) owned by the Public Facilities Corporation, to fulfill requirements of the Land and Water Conservation Grant in relation to the Raven Run Nature Sanctuary, and further authorizing the Mayor and/or the Public Facilities

Corporation to execute any other documents needed to fulfill this Grant requirement. [Div. of Parks and Recreation, Conrad]

Attachments: Bluesheet Memo - Raven Run LWCF Deed Restriction 3885 - Signed
0317-24 Deed Restriction for 3885 4872-5180-7667 v.1.docx
R-167-2024
Contract #096-2024

i **0318-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute the Acknowledgement and Acceptance of Prescribed Burning Requirements and Obligation to Notify Adjacent Landowners Disclaimer in exchange for Ky. Dept. of Fish and Wildlife on-site assistance with development of a prescribed burn plan to satisfy their U.S. Dept. of Agriculture Contractual Program Commitments and for Habitat Management at Hisle Farm Park, at no cost to the Urban County Government. [Div. of Parks and Recreation, Conrad]

Attachments: Private Lands Disclaimer Memo Signed
RESO 0318-24 - Hisle Park Burn Legislation 4858-3640-5940 v.1.docx
R-168-2024
Contract #092-2024

j **0319-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Agreement with the Ky. Pickleball Association (KPA), for the performance of an on-site recycling Program at Kirklevington and Shillito Parks, at an estimated cost of $100 per shipment of recycled pickleballs. [Div. of Parks and Recreation, Conrad]

Attachments: Pickleball Recycling Memo Signed
Resolution 0319-24 4887-6676-9077 v.1.docx
R-169-2024
Contract #091-2024

k **0324-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute certificates of consideration and other necessary documents, and to accept deeds from owners of record, for property interests needed for the Cooper Dr. Stormwater Improvement Project, at a cost not to exceed $7,500. [Div. of Water Quality, Martin]

Attachments: Blue Sheet
Project Area Map - Cooper Drive SWI
Project Easement Locations Map - Cooper Drive SWI
0324-24- Cooper Drive Stormwater Improvement property interests reso 4860
R-170-2024
Deed #8612

l **0325-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Infrastructure) Incentive Grant to OP Innovates LLC, for a Stormwater Quality Project, at a cost not to exceed $29,890. [Div. of Water Quality, Martin]

Attachments: Blue Sheet
FY 2024 OP Innovates LLC Class B Infra - Council map
0325-24- OP Innovates WQ Incentive Grant 4876-8663-3909 v.1.docx
R-171-2024
Contract #088-2024

m **0331-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute certificates of consideration and other necessary documents, and to accept deeds from owners of record, for property interests needed for the development of Coldstream Park, at no cost to the Urban County Government. [Div. of Parks and Recreation, Conrad]

Attachments: Bluesheet Memo Coldstream Easement Signed
LFUCG Coldstream Easement Exhibit 12.5.23
0331-24- Coldstream Park property interests reso 4880-5330-8085 v.1.docx
R-152-2024

n **0332-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application seeking $130,500 in Federal funds to the Ky. Office of Homeland Security, under the State Homeland Security FY2024 DHS/FEMA Grant Program, for the Div. of Police, to support training courses for Bomb Technicians, authorizing the Mayor to provide any additional information requested in connection with this Grant Application, authorizing the Mayor to accept the award if awarded, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and further authorizing the Mayor to transfer unencumbered Grant funds within the Grant Budget. [Div. of Police, Weathers]

Attachments: 24-Bluesheet Memo to LPD Training
R-153-2024
Contract #084-2024

o **0333-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application seeking $450,000 in Federal funds to the Ky. Office of Homeland Security, under the State Homeland Security FY2024 DHS/FEMA Grant Program, for the Div. of Police, to purchase an Emergency Response Unit Rapid Response Vehicle, authorizing the Mayor to provide any additional information requested in connection with this Grant Application, authorizing the Mayor to accept this award, if awarded, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and further authorizing the Mayor to transfer unencumbered Grant funds within the Grant Budget. [Div. of Police, Weathers]

Attachments: 24-Bluesheet Memo to LPD ERU Vehicle
R-154-2024
Contract #083-2024

p **0334-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application seeking $484,714 in Federal funds to the Ky. Office of Homeland Security, under the State Homeland Security FY2024 DHS/FEMA Grant Program, for the Div. of Police, to purchase a proposed Forensic Crime Scene Mobile Lab, authorizing the Mayor to provide any additional information requested in connection with this Grant Application, authorizing the Mayor to accept the award if awarded, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and further authorizing the Mayor to transfer unencumbered Grant funds within the Grant Budget. [Div. of Police, Weathers]

Attachments: 24-Bluesheet Memo to LPD CS Mobile Lab
R-155-2024
Contract #082-2024

q **0335-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Contract Modification No. 1 to an Agreement with Palmer Engineering, Inc., to unencumber funds no longer needed for the design of the Harrodsburg Rd. Trail Project, decreasing the Contract price by the sum of $224,684.83 and reducing the total Contract price from $938,577.00 to $713,892.17. [Div. of Engineering, Burton]

Attachments: 24-Blue Sheet Memo Harrods Rd Trail CM No. 1
2024-3-19 CO No. 1 Harrodsburg Rd Trail (For Mayor's Signature)
2022-5-2 Location Map
R-172-2024

r **0336-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the U.S. Dept. of Homeland Security, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $23,787.31 in Federal funds under the 2023 Assistance to Firefighters Grant Program - Fire Prevention and Safety (FP&S), to purchase smoke alarms, the acceptance of which obligates the Urban County Government to the expenditure of $1,189.37 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Fire and Emergency Services, Wells]

Attachments: 24-Blue Sheet memo AFG FPS
R-173-2024

s **0337-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Engineering Services Agreement (awarded pursuant to RFP No. 12-2024) with Shield Environmental Associates for the development of a remediation plan for the parcel located at 299 Southland Dr., for the Div. of Water Quality, at a cost not to exceed $132,263. [Div. of Water Quality, Martin]

Attachments: 24 - Blue Sheet Memo Shield
0337-24- Shield Environmental agreement 4876-9240-1589 v.1.docx
R-174-2024
Contract #104-2024

t **0339-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Fayette County Board of Education for space to host Truck-A-Palooza, for the Div. of Environmental Services, at a cost not to exceed $536.80. [Div. of Environmental Services, Carey]

Attachments: bluesheet memo FCPS Facility Usage Contract for TaP at FDHS
0339-24- Frederick Douglass High School Facilities Agreement 4870-3369-89
R-175-2024

u **0340-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Professional Services

Agreement (awarded pursuant to RFP No. 3-2024) with Gresham Smith, to update the Coldstream Regional Park Master Plan, for the Div. of Environmental Services, at a cost not to exceed $189,458. [Div. of Environmental Services, Carey]

Attachments: bluesheet memo Gresham Smith Coldstream Regional Park Master Plan
0340-24- Gresham Smith Coldstream Regional Park Master Plan 4854-7839-
R-176-2024
Contract #089-2024

v **0341-24** A Resolution authorizing the Urban County Government to participate in the Ky. Utilities Co. Solar Share Program by purchasing sixty (60) solar capacity shares, at a cost not to exceed $47,940. [Div. of Environmental Services, Carey]

Attachments: bluesheet memo Solar Shares 2024
R-177-2024

w **0342-24** A Resolution amending Resolution No. 157-2023, authorizing the acceptance of deeds for property interests needed for the Barnard Drive Stormwater Improvements Project, increasing the cost of acquisition of easements by the sum of $1,000, from $3,000 to $4,000. [Div. of Water Quality, Martin]

Attachments: Blue Sheet Memo -
Project Area Map - Barnard Drive SWI
0342-24- Barnard Drive Improvements Project amendment 4890-6125-2021 v
R-178-2024

x **0343-24** A Resolution of the Lexington-Fayette Urban County Government accepting the Grant of $906,645 in Federal funds from the Ky. Cleaner Water Round 2 Grant (ARPA) for the Furlong Drive Water Quality Improvements Project, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, approving the Grant Assistance Agreement, authorizing the amendment of the Lexington-Fayette Urban County Government's Annual Budget, and authorizing a representative to sign all related documents. [Div. of Water Quality, Martin]

Attachments: 24- Blue Sheet Memo 22CWS007 Furlong
0343-24 (revised) 4884-7267-8066 v.1.docx
R-179-2024
Contract #102-2024

y **0344-24** A Resolution of the Lexington-Fayette Urban County Government accepting the Grant of $2,955,383 in Federal funds from the Ky. Cleaner Water Round 2 Grant (ARPA) for the acquisition and

remediation of the parcel located at 299 Southland Drive, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, approving the Grant Assistance Agreement, authorizing the amendment of the Lexington-Fayette Urban County Government's annual Budget, and authorizing a representative to sign all related documents. [Div. of Water Quality, Martin]

Attachments: 24 - Blue Sheet Memo 22CWS010 Southland Dr
0344-24 (revised) 4895-9131-1794 v.1.docx
R-180-2024
Contract #101-2024

z **0345-24** A Resolution authorizing the Div. of E911 to purchase radio console technology from Avtec LLC, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Avtec LLC, related to the procurement, at a cost not to exceed $160,000. [Div. of Enhanced 911, Patton]

Attachments: Memo - Avtec Sole Source 2024
R-181-2024

aa **0346-24** A Resolution of the Lexington-Fayette Urban County Government accepting the Grant of $3,725,000 in Federal funds from the Ky. Cleaner Water Round 2 Grant (ARPA) for the Town Branch WWTP Dewatering Pump Station Rehabilitation Project, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, approving the Grant Assistance Agreement, authorizing the amendment of the Lexington-Fayette Urban County Government's Annual Budget, and authorizing a representative to sign all related documents. [Div. of Water Quality, Martin]

Attachments: 24 - Blue Sheet Memo 22CWS008 TB WWTP
0346-24 (revised) 4854-3442-9106 v.1.docx
R-182-2024
Contract #100-2024
Contract #100-2024

bb **0347-24** A Resolution of the Lexington-Fayette Urban County Government accepting the Grant of $9,497,206 in Federal funds from the Ky. Cleaner Water Round 2 Grant (ARPA) for the Armstrong Mill PS Replacement (Delong Rd. PS/FM) EH-16 Project, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, approving the Grant Assistance Agreement, authorizing the amendment of the Lexington-Fayette Urban County

Government's Annual Budget, and authorizing a representative to sign all related documents. [Div. of Water Quality, Martin]

Attachments: 24- Blue Sheet Memo 22CWS011 Armstrong Mill Delong PS
Armstrong Mill Delong PS blue sheet map
0347-24 (revised) 4887-6942-4818 v.1.docx
R-183-2024
Contract #099-2024

cc **0348-24** A Resolution of the Lexington-Fayette Urban County Government accepting the Grant of $1,345,000 in Federal funds from the Ky. Cleaner Water Round 2 Grant (ARPA) for the West Hickman Creek/Veterans Park Water Quality Improvement Project, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, approving the Grant Assistance Agreement, authorizing the amendment of the Lexington-Fayette Urban County Government's Annual Budget, and authorizing a representative to sign all related documents. [Div. of Water Quality, Martin]

Attachments: 24 - Blue Sheet Memo 22CWS009 Veterans Park
0348-24 (revised) 4859-4017-0418 v.1.docx
R-156-2024

dd **0349-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Agreement with Brown General Contractors LLC, for the Waste Transfer Station Repairs Project, increasing the Contract price by the sum of $121,530, from $399,970 to $521,500. [Dept. of Environmental Quality and Public Works, Albright]

Attachments: Memo Brown Change Order
Change Order Brown Contracting
R-184-2024

ee **0350-24** A Resolution establishing MED-ENG, LLC, as a sole source provider of Police bomb suits, for the Div. of Police, at a cost not to exceed $134,624 in FY 2024, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreements with MED-ENG, LLC related to the procurement. [Div. of Police, Weathers]

Attachments: 24-Blue Sheet LPD Med-Eng LLC
R-157-2024

ff **0351-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept a $1,000 Grant on behalf of

Greenspace Trust from the LG&E/KU Plant for the Planet Grant, for the Div. of Environmental Services, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Environmental Services, Carey]

Attachments: 24- Blue Sheet Memo - LGE KU Grant to Greenspace Trust
R-185-2024

gg **0352-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application seeking $101,040 in Federal funds to the Ky. Office of Homeland Security, under the Law Enforcement Protection Program, for the Div. of Police, to purchase patrol rifle kits for all sworn officers, authorizing the Mayor to provide any additional information requested in connection with this Grant Application, authorizing the Mayor to accept this award, if offered, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and further authorizing the Mayor to transfer unencumbered Grant funds within the Grant Budget. [Div. of Police, Weathers]

Attachments: 24-Blue Sheet Memo - LE Protection Program
R-186-2024

hh **0353-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement (PSA) with the Lexington Pride Center, in support of LGBTQ+ Youth, at a cost not to exceed the sum of $5,000. [Mayor's Office, Scott]

Attachments: Lexington Pride Center Agreement Memo FY24
RESO 0353-24 - Pride PSA 4880-2019-6276 v.1.docx
R-187-2024

ii **0355-24** A Resolution authorizing the Div. of Waste Management to purchase Recycling and Reuse of Latex Paint Material from Lexington Habitat for Humanity, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Lexington Habitat for Humanity, related to the procurement, at a cost not to exceed $14,200. [Div. of Waste Management, Thurman]

Attachments: Bluesheet Memo Habitat ReStore Paint Recycling
R-158-2024

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0365-24

File ID:	0365-24	**Type:**	Agenda Item	**Status:**	First Reading
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	03/28/2024
File Name:	Table of Motions: Council Work Session, March 19, 2024			**Final Action:**	04/09/2024

Title: Table of Motions: Council Work Session, March 19, 2024

Notes:

Sponsors:

Enactment Date:

Attachments: TOM 03.19.24

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	04/09/2024	Approved				Pass

Text of Legislative File 0365-24

Title
Table of Motions: Council Work Session, March 19, 2024

URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
March 19, 2024

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

I. Public Comment – Issues on Agenda

II. Requested Rezonings/Docket Approval

Motion by Fogle to approve the March 21, 2024 Council Meeting docket as amended. Seconded by Ellinger II. Motion passed without dissent.

Motion by LeGris to place on the March 21, 2024 Council Meeting docket an ordinance changing the zone from a Light Industrial (I-1) zone to a Downtown Frame Business (B-2A) zone, for 1.15 net (0.82 gross) acres, for property located at 610 Winchester Rd, without a public hearing. Seconded by Vice Mayor Wu. Motion passed without dissent.

Motion by Reynolds on behalf of the administration to place on the March 21, 2024 Council Meeting docket a resolution authorizing the Mayor to submit a grant application seeking $187,609.50 in federal funds under the state homeland security program for the KY Office of Homeland Security for the purchase of hazmat monitors and USAR search equipment for the Division of Fire, to provide any information requested in connection with this grant application, and to accept this grant if awarded, the acceptance of which does not obligate the urban county government to the expenditure of the funds, and authorizing the Mayor to transfer unencumbered funds within the grant to budget. Seconded by Plomin. Motion passed without dissent.

Motion by Fogle to place on the March 21, 2024 Council Meeting docket an ordinance changing the zone from a Light Industrial (I-1) zone to a Neighborhood Business (B-1) zone, for 0.1265 net (0.0573 gross) acres, for property located at 469 and 471 Jefferson Street, without a public hearing. Seconded by Ellinger II. Motion passed without dissent.

III. Approval of Summary

Motion by Wu to approve the March 12, 2024 Work Session Summary. Seconded by Gray. Motion passed without dissent.

IV. Budget Amendments

Motion by Plomin to approve Budget Amendments. Seconded by Sheehan. Motion passed without dissent.

V. Budget Adjustments – For Information Only

VI. New Business

Motion by Gray to approve New Business. Seconded by Sheehan. Motion passed without dissent.

VII. Continuing Business/Presentations

Motion by Fogle to approve Neighborhood Development Funds. Seconded by Wu. Motion passed without dissent.

Motion by Gray to approve Council Capital Projects. Seconded by Plomin. Motion passed without dissent.

J. Brown provided the summary for the February 27, 2024 Budget, Finance, and Economic Development Committee.

VIII. Council Reports

IX. Mayor's Report

Motion by Gray to approve the Mayor's Report. Seconded by Reynolds. Motion passed without dissent.

X. Mayor's Report – Price Contract Bid Recommendations

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

XI. Public Comment – Issues Not on Agenda

XII. Adjournment

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

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0382-24

File ID:	0382-24	**Type:**	Ordinance	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	04/03/2024
File Name:	Capital List 4/9/24			**Final Action:**	04/25/2024

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 $239,175 to provide funds for Council Capital Projects in the Divs. of Parks and Recreation, Aging and Disability Services, Traffic Engineering, and Environmental Services, including the installation of traffic calming devices on Fiddler Creek pursuant to Code of Ordinances Section 18-51, and appropriating and re-appropriating funds, Schedule No. 41. [Div. of Budgeting, Lueker]

Notes:

Sponsors:		**Enactment Date:**	04/25/2024
Attachments:	Capital List 4.9.24, Council Capital Ord 0041, Council Capital 0041, ORD 0382-24 BA 4888-5093-5990 v.1.docx, O-037-2024	**Enactment Number:**	O-037-2024
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	04/09/2024	Approved and Referred to Docket	Urban County Council	04/11/2024		Pass
1	Urban County Council	04/11/2024	Received First Reading	Urban County Council	04/25/2024		
1	Urban County Council	04/25/2024	Approved				Pass

Text of Legislative File 0382-24

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 $239,175 to provide funds for Council Capital Projects in the Divs. of Parks and Recreation, Aging and Disability Services, Traffic Engineering, and Environmental Services, including the installation of

traffic calming devices on Fiddler Creek pursuant to Code of Ordinances Section 18-51, and appropriating and re-appropriating funds, Schedule No. 41. [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 $239,175 to provide funds for Council Capital projects in the Divisions of Parks and Recreation, Aging and Disability Services, Traffic Engineering, and Environmental Services:

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 $239,175 to provide funds for Council Capital projects in the Divisions of Parks and Recreation, Aging and Disability Services, Traffic Engineering, and Environmental Services, 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. 0041 attached hereto and incorporated herein by reference.

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

Organization:
LFUCG - Environmental Services
Jennifer Carey
1105-313201-3091-76101

Purpose:
For a Rd.side clearing project on Harrodsburg Road between Stedman and Man O War Blvd.
Amount:
$ 6,675.00

Organization:
LFUCG - Parks and Recreation
Laura Hatfield

1105-707604-7294-75801

Purpose:
For the Kenwick Community Center
Amount:
$ 9,000.00

Organization:
LFUCG - Traffic Engineering
Jeff Neal
1105-303602-3606-91616

Purpose:
For speed tables on Fiddler Creek
Amount:
$ 12,500.00

Organization:
LFUCG - Parks and Recreation
Adrienne Thakur
1105-707602-7211-71299

Purpose:
For the "Sense of Place" hamlet initiative project
Amount:
$ 60,000.00

Organization:
LFUCG - Parks and Recreation
Michelle Kosieniak
1105-707602-7221-71299

Purpose:
For the design of Veterans Park trail and parking improvements
Amount:
$ 100,000.00

Organization:
LFUCG - Social Services
Stephanie Theakston
1105-606106-6011-71299

Purpose:
To support the ongoing efforts of the It's Time Campaign including podcast production costs and expansion of the Program
Amount:
$ 51,000.00

Council Capital Projects
April 9, 2024
Work Session

Amount	Recipient	Purpose
$ 6,675.00	LFUCG - Environmental Services Jennifer Carey 1105-313201-3091-76101	For a roadside clearing project on Harrodsburg Road between Stedman and Man O War Blvd.
$ 9,000.00	LFUCG - Parks and Recreation Laura Hatfield 1105-707604-7294-75801	For the Kenwick Community Center
$ 12,500.00	LFUCG - Traffic Engineering Jeff Neal 1105-303602-3606-91616	For speed tables on Fiddler Creek
$ 60,000.00	LFUCG - Parks and Recreation Adrienne Thakur 1105-707602-7211-71299	For the "Sense of Place" hamlet initiative project
$ 100,000.00	LFUCG - Parks and Recreation Michelle Kosieniak 1105-707602-7221-71299	For the design of Veterans Park trail and parking improvements
$ 51,000.00	LFUCG - Social Services Stephanie Theakston 1105-606106-6011-71299	To support the ongoing efforts of the It's Time Campaign including podcast production costs and expansion of the program

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 $239,175 TO PROVIDE FUNDS FOR COUNCIL CAPITAL PROJECTS IN THE DIVISIONS OF PARKS AND RECREATION, AGING AND DISABILITY SERVICES, TRAFFIC ENGINEERING, AND ENVIRONMENTAL SERVICES, AND APPROPRIATING AND RE-APPROPRIATING FUNDS, SCHEDULE NO. 0041.

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BUDGET JOURNAL	DIVISION	ACCOUNTING	AMOUNT		WORK SESSION	REASON FOR REQUEST			Page 1 of 2
147077	COUNCIL OFFICE				04/09/2024	TO PROVIDE FUNDS FOR COUNCIL CAPITAL PROJECTS IN THE DIVISION OF ENVIRONMENTAL SERVICES FOR A ROADSIDE CLEARING PROJECT ON HARRODSBURG ROAD BETWEEN STEDMAN AND MAN O WAR BOULEVARD.			
		1105-121002-1009-91715	6,675.00	CR		DECREASE	FUNDS FOR	CONSTRUCTION-STREET	
		1105-313201-3091-76101	6,675.00			PROVIDE	FUNDS FOR	REPAIRS & MAINTENANCE	
147176	COUNCIL OFFICE				04/09/2024	TO PROVIDE FUNDS FOR COUNCIL CAPITAL PROJECTS IN THE DIVISION OF PARKS AND RECREATION FOR THE KENWICK COMMUNITY CENTER.			
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		1105-121002-1021-91715	2,000.00	CR		DECREASE	FUNDS FOR	CONSTRUCTION-STREET	
		1105-121002-1022-91715	2,000.00	CR		DECREASE	FUNDS FOR	CONSTRUCTION-STREET	
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BA 12914	COUNCIL OFFICE				04/09/2024	TO PROVIDE FUNDS FOR COUNCIL CAPITAL PROJECTS IN THE DIVISION OF TRAFFIC ENGINEERING FOR SPEED TABLES ON FIDDLER CREEK.			
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		1105-303602-3606-91616	12,500.00			PROVIDE	FUNDS FOR	TRAFFIC IMPROVEMENT PROJECTS	
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		1105-121002-1021-91715	17,000.00	CR		DECREASE	FUNDS FOR	CONSTRUCTION-STREET	
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		1105-606106-6011-71299	51,000.00			PROVIDE	FUNDS FOR	PROF SVC - OTHER	

BUDGET JOURNAL	DIVISION	ACCOUNTING	AMOUNT	WORK SESSION		REASON FOR REQUEST
			0.00	1105	GENERAL FUND CAPITAL PROJECTS	

REPORT COMPILED BY: emcgee

DIVISION OF BUDGETING
4/9/2024

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 $239,175 TO PROVIDE FUNDS FOR COUNCIL CAPITAL PROJECTS IN THE DIVISIONS OF PARKS AND RECREATION, AGING AND DISABILITY SERVICES, TRAFFIC ENGINEERING, AND ENVIRONMENTAL SERVICES, INCLUDING THE INSTALLATION OF TRAFFIC CALMING DEVICES ON FIDDLER CREEK PURSUANT TO CODE OF ORDINANCES SECTION 18-51, AND APPROPRIATING AND RE-APPROPRIATING FUNDS, SCHEDULE NO. 0041.

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 $239,175 to provide funds for Council Capital projects in the Divisions of Parks and Recreation, Aging and Disability Services, Traffic Engineering, and Environmental Services.

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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:
0382-24:DJB:4888-5093-5990, v. 1

ORDINANCE NO. 037 - 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 $239,175 TO PROVIDE FUNDS FOR COUNCIL CAPITAL PROJECTS IN THE DIVISIONS OF PARKS AND RECREATION, AGING AND DISABILITY SERVICES, TRAFFIC ENGINEERING, AND ENVIRONMENTAL SERVICES, INCLUDING THE INSTALLATION OF TRAFFIC CALMING DEVICES ON FIDDLER CREEK PURSUANT TO CODE OF ORDINANCES SECTION 18-51, AND APPROPRIATING AND RE-APPROPRIATING FUNDS, SCHEDULE NO. 0041.

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

PASSED URBAN COUNTY COUNCIL: April 25, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK, URBAN COUNTY COUNCIL

PUBLISHED: May 2, 2024-1t

0382-24:DJB:4888-5093-5990, v. 1

WITH ADDENDUM

ORDINANCE NO. _____

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AMENDMENTS TO BUDGETS OF LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT FY 2024 **SCHEDULE NO: 0041**

BUDGET JOURNAL	DIVISION	ACCOUNTING	AMOUNT		WORK SESSION	REASON FOR REQUEST		
								Page 1 of 2
147077	COUNCIL OFFICE				04/09/2024	TO PROVIDE FUNDS FOR COUNCIL CAPITAL PROJECTS IN THE DIVISION OF ENVIRONMENTAL SERVICES FOR A ROADSIDE CLEARING PROJECT ON HARRODSBURG ROAD BETWEEN STEDMAN AND MAN O WAR BOULEVARD.		
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		1105-606106-6011-71299	51,000.00			PROVIDE	FUNDS FOR	PROF SVC - OTHER

BUDGET JOURNAL	DIVISION	ACCOUNTING	AMOUNT	WORK SESSION	REASON FOR REQUEST
			0.00	1105 GENERAL FUND CAPITAL PROJECTS	

REPORT COMPILED BY: emcgee

DIVISION OF BUDGETING
4/9/2024

AMENDMENTS TO BUDGETS OF LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT FY 2024 ADDENDUM SCHEDULE NO: 0038

BUDGET JOURNAL	DIVISION	ACCOUNTING	AMOUNT		WORK SESSION	REASON FOR REQUEST		Page 1 of 1
146875-76	GRANTS AND SPECIAL PROGRAMS				03/21/2024	TO ESTABLISH GRANT BUDGET FOR KY CLEANER WATER AMERICAN RESCUE FUND AWARD FOR EAST HICKMAN PUMP STATION.		
		3230-303408-3466-92811	2,780,000.00			PROVIDE	FUNDS FOR	CONSTRUCTION-SEWER COLLECTION
		3230-303408-3466-44010	2,780,000.00	CR		PROVIDE	REVENUE FOR	INTERGOVERNMENTAL - FEDERAL
146877-78	GRANTS AND SPECIAL PROGRAMS				03/21/2024	TO ESTABLISH GRANT BUDGET FOR KY CLEANER WATER AMERICAN RESCUE FUND AWARD FOR BLENHEIM TRUNK SEWER PROJECT.		
		3230-303408-3466-92811	2,220,000.00			PROVIDE	FUNDS FOR	CONSTRUCTION-SEWER COLLECTION
		3230-303408-3466-44010	2,220,000.00	CR		PROVIDE	REVENUE FOR	INTERGOVERNMENTAL - FEDERAL
			0.00		3230	US DEPARTMENT OF TREASURY		

REPORT COMPILED BY: emcgee

DIVISION OF BUDGETING
3/21/2024

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0372-24

File ID:	0372-24	**Type:**	Summary	**Status:**	Received and Filed
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	04/02/2024
File Name:	Summary: Social Services and Public Safety Committee, March 5, 2024			**Final Action:**	04/09/2024
Title:	Summary: Social Services and Public Safety Committee, March 5, 2024				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	03-05-2024 SSPS Summary and Motions 04.01.24			**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	04/09/2024	Received and Filed				

Text of Legislative File 0372-24

Title
Summary: Social Services and Public Safety Committee, March 5, 2024

Social Services and Public Safety Committee

March 5, 2024

Summary and Motions

Chair Reynolds called the meeting to order at 1:01 p.m. Committee Members Ellinger, J. Brown, Fogle, Monarrez, Gray, F. Brown, Baxter, Sevigny, and Plomin were in attendance. Council Members Sheehan, Lynch, and Wu were also present as non-voting members.

I. Approval of January 23, 2024 Committee Meeting Summary

Motion by Fogle to approve the January 23, 2024 Committee Summary. Seconded by Ellinger. Motion passed without dissent.

II. Community Paramedicine Program Update

Seth Lockard, Community Paramedicine began the presentation with a history of the Community Paramedicine Program. In 2018, they received a Bureau of Justice Assistance (BJA) Grant for opioid follow-up, and they were able to hire their first social worker. In 2020, they received another BJA Grant for continued opioid follow-up and they hired a second social worker. He spoke about outside funding sources, which includes a variety of grants received.

Lockard reviewed how referrals are processed from intranet, email, and community members and the benefit the referrals and data analysis have been for the team. He mentioned that paramedicine work is locally defined and with 10 programs functioning Kentucky, each one is different. Each program is based on individual community needs and that is what makes the program unique. He shared data from 2023 and explained the team followed up with 735 unique individuals and 321 of those had sustained an overdose. There were over 1,800 individuals who experienced an overdose event in Lexington and over 850 packages of Narcan were distributed to the community.

Looking forward, they have allocated 2 additional firefighters for spring 2024. COSSUP (Comprehensive Opioid, Stimulant, and Substance Use Program) will hire two more Overdose Prevention Project Coordinators and one Peer Support Specialist. There is also a grant that was awarded in January that will be a collaboration between the Lexington Police Department. The funding is from Kentucky Department for Medicaid Services that will create a crisis response unit in our community and a Behavioral Health Specialist will assist with calls from first response units to provide the most appropriate response.

Wells and Lockard spoke about the success of the program. Speaking about proactiveness and if we are getting enough grants, Lockard said we get a lot of the ones we can apply for. Speaking about the actual cost to make the program run effectively, Wells said the community decides what level of protection they want, but the cost would be largely for salaries and space. When asked if the peer support specialist will be someone who can truly relate and make a difference, Lockard said that is the goal for this position. When asked what the big dream is for the program, Wells said the growth to continue to meet the needs. Wells spoke about the dramatic decrease in cases and said the team was overwhelmed with the number of needs in the community. Speaking about frequent flyers and if this is something that is being addressed, Lockard said they are still there, but the team is helping with that. We must continue to provide data and the overall impact to show the program is working. No Action was taken on this item.

III. Domestic & Sexual Violence Prevention Coalition

Stephanie Theakston, Program Coordinator with Department of Social Services, provided the update on Domestic & Sexual Violence Prevention Coalition which is established through ordinance. For decades domestic violence has been recognized as a national epidemic. She explained that domestic and sexual violence are intersecting issues. If we can reduce trauma at home, we can reduce mental health issues. She reviewed some programs associated with domestic violence such as Green Dot which is an evidence-based prevention program that trains active bystanders to stop violence before it occurs. There is also the housing stability program in which $60,000 has assisted 247 adult and child survivors. She spoke about outreach and awareness and said October is National Domestic Violence Awareness Month. She mentioned resources which include the survivor handbook, SUPPORT survivors, and decision tree and she spoke about the *It's Time* campaign. Moving forward, she said areas of focus are men, immigrants, faith communities, children, workplaces, and continue promoting existing content.

Speaking about VOCA funds and pointing out that $800 seems low, Theakston said that's what can be provided, and it helps victims get out of their situation. It was noted that this is also helpful considering the veto the governor recently passed regarding the ban on source of income because VOCA hands out vouchers as well. When asked what they want from the Council, Theakston said messages of support in newsletters and things like that. She mentioned she would be happy to speak at neighborhood meetings or other engagements well.

When asked about supporting survivors in the workplace, Theakston said sometimes the workplace doesn't understand. If it is disclosed, it should be excused. Theakston pointed out some of the agencies we rely on are the Nest, Greenhouse 17, Law Enforcement, Courts, Ampersand, etc. When asked how we measure awareness campaigns in terms of success, Theakston said so far it is by engagement or number of people who participated or number of people who are aware. No action was taken on this item.

IV. Items Referred to Committee

No action was taken on this item.

The meeting was adjourned at 2:25 p.m.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0383-24

File ID: 0383-24 **Type:** Resolution **Status:** Approved

Version: 1 **Contract #:** **In Control:** Urban County Council

File Created: 04/03/2024

File Name: Partial Summary: Budget, Finance, and Economic Development Committee, March 19, 2024 **Final Action:** 04/25/2024

Title: A Resolution determining that a proposal for the establishment of a dedicated Park Fund to fund public parks in Fayette County, to be financed by the levy of an additional two and one quarter cents ($0.0225) per one hundred dollars ($100) valuation on all taxable real property, shall be submitted to the electorate of Fayette County in a public referendum pursuant to KRS 97.590 and KRS 67A.160 with the language of the ballot question substantially similar to the following “Are you in favor of the establishment of a dedicated public “Park Fund” Program that will provide funds to improve and develop neighborhood parks, walking and hiking trails, nature parks, bike trails, swimming pools, playgrounds, dog parks, recreational facilities, and other related facilities for children, adults, families, and seniors to be financed by the levy of an additional two and one quarter cents ($0.0225) per one hundred dollars ($100) on all taxable real property, effective January 1, 2025?”; and authorizing taking any related necessary actions. [Council Office, Hall]

Notes:

Sponsors: **Enactment Date:** 04/25/2024

Attachments: 3-19-24 Meeting Summary- Partial, 383-24 Resolution - Parks Tax Referendum 4890-8720-8111 v.6.docx, R-188-2024 **Enactment Number:** R-188-2024

Deed #: **Hearing Date:**

Drafter: **Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/09/2024	Approved and Referred to Docket	Urban County Council	04/11/2024		Pass
1	Urban County Council	04/11/2024	Received First Reading	Urban County Council	04/25/2024		
1	Urban County Council	04/25/2024	Approved				Pass

Text of Legislative File 0383-24

Title

A Resolution determining that a proposal for the establishment of a dedicated Park Fund to fund public parks in Fayette County, to be financed by the levy of an additional two and one quarter cents ($0.0225) per one hundred dollars ($100) valuation on all taxable real property, shall be submitted to the electorate of Fayette County in a public referendum pursuant to KRS 97.590 and KRS 67A.160 with the language of the ballot question substantially similar to the following “Are you in favor of the establishment of a dedicated public “Park Fund” Program that will provide funds to improve and develop neighborhood parks, walking and hiking trails, nature parks, bike trails, swimming pools, playgrounds, dog parks, recreational facilities, and other related facilities for children, adults, families, and seniors to be financed by the levy of an additional two and one quarter cents ($0.0225) per one hundred dollars ($100) on all taxable real property, effective January 1, 2025?”; and authorizing taking any related necessary actions. [Council Office, Hall]

Budget, Finance & Economic Development Committee
March 19, 2024
Partial Summary and Motions

Chair James Brown called the meeting to order at 1:01 p.m. Vice Mayor Dan Wu, and Council Members Chuck Ellinger, Hannah LeGris, Liz Sheehan, Preston Worley, Fred Brown, Jennifer Reynolds, and Kathy Plomin were in attendance. Council Members Tayna Fogle, Shayla Lynch, Brenda Monarrez, Denise Gray, and Dave Sevigny were also present as non-voting members.

I. Parks Funding Ballot Referendum

Parks Advisory Chair, Victoria Meyer, and Chair of the Parks Advisory Board Sustainable Funding Subcommittee, David Lowe, presented on the parks funding ballot referendum. A subcommittee was formed in 2020 to investigate sustainable funding sources for parks capital project like foundations, grants and a ballot referendum. Following the subcommittee's presentation, the Parks Advisory Board voted to support the pursuit of a parks funding ballot referendum.

Parks usage is universal with 90% of Fayette County residents visiting parks and 88% wanting upgrades to parks and recreational facilities. The Parks Master Plan identified $123 million in capital needed to achieve the master plan updates or approximately $8.5 million in annual capital needs. General Fund appropriations have not kept pace with investment need and with ARPA being phased out, the ballot referendum is desired to keep up with the investment momentum.

A 2024 ballot referendum establishes a dedicated funding source for parks and delivers $8 million annually for parks capital projects, utilizes a fiscally responsible funding mechanism, and enables pursuit of state and federal matching grants. The average homeowner would pay $52.88 per year in additional taxes or 2.25 cents per one hundred dollars on all real property.

Potential outcomes of a successful referendum include: transformational and sustained neighborhood infrastructure investment in parks, trails, open spaces, and recreational facilities citywide; enhancements to quality of life and public safety; and attracts new high-paying jobs to Lexington. Parks is able to benefit from an ad valorem tax "for the purpose of purchasing and maintaining public parks" if the Urban County Council passes a resolution by a 3/5 vote for the referendum to appear on the November ballot.

A motion by Worley to advance to the full council a resolution to place on the ballot a referendum on the question of establishing a parks fund as herein presented, seconded by LeGris, the motion passed without dissent.

A motion by Worley to report out the resolution at the April 9th, 2024 Work Session, seconded by F. Brown, the motion passed without dissent.

RESOLUTION NO. _____ - 2024

A RESOLUTION DETERMINING THAT A PROPOSAL FOR THE ESTABLISHMENT OF A DEDICATED PARK FUND TO FUND PUBLIC PARKS IN FAYETTE COUNTY, TO BE FINANCED BY THE LEVY OF AN ADDITIONAL TWO AND ONE QUARTER CENTS ($0.0225) PER ONE HUNDRED DOLLARS ($100) VALUATION ON ALL TAXABLE REAL PROPERTY, SHALL BE SUBMITTED TO THE ELECTORATE OF FAYETTE COUNTY IN A PUBLIC REFERENDUM PURSUANT TO KRS 97.590 AND KRS 67A.160 WITH THE LANGUAGE OF THE BALLOT QUESTION SUBSTANTIALLY SIMILAR TO THE FOLLOWING "ARE YOU IN FAVOR OF THE ESTABLISHMENT OF A DEDICATED PUBLIC "PARK FUND" PROGRAM THAT WILL PROVIDE FUNDS TO IMPROVE AND DEVELOP NEIGHBORHOOD PARKS, WALKING AND HIKING TRAILS, NATURE PARKS, BIKE TRAILS, SWIMMING POOLS, PLAYGROUNDS, DOG PARKS, RECREATIONAL FACILITIES, AND OTHER RELATED FACILITIES FOR CHILDREN, ADULTS, FAMILIES, AND SENIORS TO BE FINANCED BY THE LEVY OF AN ADDITIONAL TWO AND ONE QUARTER CENTS ($0.0225) PER ONE HUNDRED DOLLARS ($100) ON ALL TAXABLE REAL PROPERTY, EFFECTIVE JANUARY 1, 2025?"; AND AUTHORIZING TAKING ANY RELATED NECESSARY ACTIONS.

WHEREAS, KRS 97.590 provides that an urban-county government may levy taxes not exceeding five cents ($.05) on each one hundred dollars ($100) of all taxable property "for the purpose of purchasing and maintaining public parks within [its] jurisdictional limits" pursuant to a successful voter referendum held in accordance with KRS 67A.160;

WHEREAS, the Parks and Recreation Advisory Board of the Lexington-Fayette Urban County Government (the "Parks Board") has recommended and requested that the Council of the Lexington-Fayette Urban County Government consider establishing a dedicated funding source to be utilized for improving and developing public parks in Fayette County through a voter referendum;

WHEREAS, the means to create such a dedicated funding source would be an additional ad valorem tax levy as approved by the voters of Fayette County pursuant to KRS 97.590 and KRS 67A.160;

WHEREAS, the Parks Board has submitted proposed ballot language and a proposed funding rate to the Urban County Council for consideration;

WHEREAS, KRS 67A.160 provides that a public parks purchase and maintenance program proposal authorized by KRS 97.590 may be submitted to the voters of Fayette County by a resolution of the Urban County Council;

WHEREAS, the Urban County Council has determined that it is in the public interest to have the electorate of Fayette County determine whether they are in favor of paying additional ad valorem taxes in order to fund public parks in Fayette County;

WHEREAS, KRS 67A.160 requires additional procedural steps to be performed by the Lexington-Fayette Urban County Government and the Fayette County Clerk, including the preparation of the proposed ballot language; and

WHEREAS, if the proposed ballot question is successful, KRS 97.590 requires the creation of a separate and distinct “Park Fund” to hold all funds derived from the levy.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE 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 Council of the Lexington-Fayette Urban County Government has determined that a proposal to create a dedicated funding source for funding public parks in Fayette County is a matter that should be decided by the voters of Fayette County pursuant to a public referendum as authorized by KRS 97.590 and KRS 67A.160.

Section 3 - That pursuant to KRS 97.590, the appropriate mechanism for funding a public parks program in Fayette County would be through the establishment of an additional ad valorem tax on all taxable real property in Fayette County, not to exceed two and one-quarter cents ($0.0225) per one hundred dollars ($100) valuation, effective January 1, 2025.

Section 4 - That it is the intent of the Lexington-Fayette Urban County Government that any successful ballot language be interpreted in a manner that provides it with the greatest discretion on how the funds are to be expended so long as said expenditures are related to public parks in Lexington-Fayette County and consistent with the law.

Section 5 - That language substantially similar to the following question be submitted to the Fayette County Clerk for placement on the ballot at the next regular election:

> Are you in favor of the establishment of a dedicated public “Park Fund” program that will provide funds to improve and develop neighborhood parks, walking and hiking trails, nature parks, bike trails, swimming pools, playgrounds, dog parks, recreational facilities, and other related facilities for children, adults, families, and seniors to be financed by the levy of an additional two and one-quarter cents ($0.0225) per one hundred dollars ($100) on all taxable real property, effective January 1, 2025?

Section 6 - That the Lexington-Fayette Urban County Government is authorized to take any additional related and necessary actions consistent with the intent of this Resolution, and the Clerk of the Urban County Council is directed to deliver a certified copy of this Resolution to the Fayette County Clerk.

Section 7 – That in the event the proposed ballot question is successful, the Department of Finance be and hereby is directed to create and designate a separate and distinct “Park Fund” pursuant to KRS 97.590 to hold all funds collected pursuant to the additional tax levy, with such funds dedicated to public park purposes.

Section 8 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
383-24:DJB:4890-8720-8111, v. 6

RESOLUTION NO. 188 - 2024

A RESOLUTION DETERMINING THAT A PROPOSAL FOR THE ESTABLISHMENT OF A DEDICATED PARK FUND TO FUND PUBLIC PARKS IN FAYETTE COUNTY, TO BE FINANCED BY THE LEVY OF AN ADDITIONAL TWO AND ONE QUARTER CENTS ($0.0225) PER ONE HUNDRED DOLLARS ($100) VALUATION ON ALL TAXABLE REAL PROPERTY, SHALL BE SUBMITTED TO THE ELECTORATE OF FAYETTE COUNTY IN A PUBLIC REFERENDUM PURSUANT TO KRS 97.590 AND KRS 67A.160 WITH THE LANGUAGE OF THE BALLOT QUESTION SUBSTANTIALLY SIMILAR TO THE FOLLOWING "ARE YOU IN FAVOR OF THE ESTABLISHMENT OF A DEDICATED PUBLIC "PARK FUND" PROGRAM THAT WILL PROVIDE FUNDS TO IMPROVE AND DEVELOP NEIGHBORHOOD PARKS, WALKING AND HIKING TRAILS, NATURE PARKS, BIKE TRAILS, SWIMMING POOLS, PLAYGROUNDS, DOG PARKS, RECREATIONAL FACILITIES, AND OTHER RELATED FACILITIES FOR CHILDREN, ADULTS, FAMILIES, AND SENIORS TO BE FINANCED BY THE LEVY OF AN ADDITIONAL TWO AND ONE QUARTER CENTS ($0.0225) PER ONE HUNDRED DOLLARS ($100) ON ALL TAXABLE REAL PROPERTY, EFFECTIVE JANUARY 1, 2025?"; AND AUTHORIZING TAKING ANY RELATED NECESSARY ACTIONS.

WHEREAS, KRS 97.590 provides that an urban-county government may levy taxes not exceeding five cents ($.05) on each one hundred dollars ($100) of all taxable property "for the purpose of purchasing and maintaining public parks within [its] jurisdictional limits" pursuant to a successful voter referendum held in accordance with KRS 67A.160;

WHEREAS, the Parks and Recreation Advisory Board of the Lexington-Fayette Urban County Government (the "Parks Board") has recommended and requested that the Council of the Lexington-Fayette Urban County Government consider establishing a dedicated funding source to be utilized for improving and developing public parks in Fayette County through a voter referendum;

WHEREAS, the means to create such a dedicated funding source would be an additional ad valorem tax levy as approved by the voters of Fayette County pursuant to KRS 97.590 and KRS 67A.160;

WHEREAS, the Parks Board has submitted proposed ballot language and a proposed funding rate to the Urban County Council for consideration;

WHEREAS, KRS 67A.160 provides that a public parks purchase and maintenance program proposal authorized by KRS 97.590 may be submitted to the voters of Fayette County by a resolution of the Urban County Council;

WHEREAS, the Urban County Council has determined that it is in the public interest to have the electorate of Fayette County determine whether they are in favor of paying additional ad valorem taxes in order to fund public parks in Fayette County;

WHEREAS, KRS 67A.160 requires additional procedural steps to be performed by the Lexington-Fayette Urban County Government and the Fayette County Clerk, including the preparation of the proposed ballot language; and

WHEREAS, if the proposed ballot question is successful, KRS 97.590 requires the creation of a separate and distinct "Park Fund" to hold all funds derived from the levy.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE 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 Council of the Lexington-Fayette Urban County Government has determined that a proposal to create a dedicated funding source for funding public parks in Fayette County is a matter that should be decided by the voters of Fayette County pursuant to a public referendum as authorized by KRS 97.590 and KRS 67A.160.

Section 3 - That pursuant to KRS 97.590, the appropriate mechanism for funding a public parks program in Fayette County would be through the establishment of an additional ad valorem tax on all taxable real property in Fayette County, not to exceed two and one-quarter cents ($0.0225) per one hundred dollars ($100) valuation, effective January 1, 2025.

Section 4 - That it is the intent of the Lexington-Fayette Urban County Government that any successful ballot language be interpreted in a manner that provides it with the greatest discretion on how the funds are to be expended so long as said expenditures are related to public parks in Lexington-Fayette County and consistent with the law.

Section 5 - That language substantially similar to the following question be submitted to the Fayette County Clerk for placement on the ballot at the next regular election:

> Are you in favor of the establishment of a dedicated public "Park Fund" program that will provide funds to improve and develop neighborhood parks, walking and hiking trails, nature parks, bike trails, swimming pools, playgrounds, dog parks, recreational facilities, and other related facilities for children, adults, families, and seniors to be financed by the levy of an additional two and one-quarter cents ($0.0225) per one hundred dollars ($100) on all taxable real property, effective January 1, 2025?

Section 6 - That the Lexington-Fayette Urban County Government is authorized to take any additional related and necessary actions consistent with the intent of this Resolution, and the Clerk of the Urban County Council is directed to deliver a certified copy of this Resolution to the Fayette County Clerk.

Section 7 – That in the event the proposed ballot question is successful, the Department of Finance be and hereby is directed to create and designate a separate and distinct "Park Fund" pursuant to KRS 97.590 to hold all funds collected pursuant to the additional tax levy, with such funds dedicated to public park purposes.

Section 8 – 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
383-24:DJB:4890-8720-8111, v. 6

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0371-24

File ID:	0371-24	**Type:**	Presentation	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	04/02/2024
File Name:	Presentation: 5th District Proclamation			**Final Action:**	04/09/2024

Title: Presentation: 5th District Proclamation

Notes:

Sponsors:

Attachments:

Deed #:

Drafter:

Enactment Date:

Enactment Number:

Hearing Date:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/09/2024	Received and Filed				

Text of Legislative File 0371-24

Title
Presentation: 5th District Proclamation

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0380-24

File ID:	0380-24	**Type:**	Communication (Procurements)	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Central Purchasing
				File Created:	04/03/2024
File Name:	Mayor's Report Price Contracts 4-11-2024			**Final Action:**	04/11/2024

Title:

Accepting and approving the following bids and establishing price contracts for the following Depts. or Divs. as to the specifications and amount set forth in the terms of the respective bids:

(a) Div. of Police - Vehicle Equipment Installation - 26-2024 - Front Line Mobile Tech, L & W Emergency Equipment and Ridgenet Network Group;

(b) Div. of Fleet Services - Commercial Fuel - 34-2024 - WEX Bank; and,

(c) Div. of Fleet Services - Snow Plows - 30-2024 - J. Edinger & Sons Inc.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	34-2024 Wex Bank.pdf, 26-2024 Front Line Mobile Tech.pdf, 26-2024 LW Emergency Equipment.pdf, 26-2024 Ridgenet Network Group.pdf, 30-2024 J Edinger and Son.pdf	**Enactment Number:**	
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	04/11/2024	Approved				Pass

Text of Legislative File 0380-24

title

Accepting and approving the following bids and establishing price contracts for the following Depts. or Divs. as to the specifications and amount set forth in the terms of the respective bids:

(a) Div. of Police - Vehicle Equipment Installation - 26-2024 - Front Line Mobile Tech, L & W Emergency Equipment and Ridgenet Network Group;

(b) Div. of Fleet Services - Commercial Fuel - 34-2024 - WEX Bank; and,

(c) Div. of Fleet Services - Snow Plows - 30-2024 - J. Edinger & Sons Inc.

Bid 34-2024
WEX Bank
d/b/a Wright Express FSC
Supplier Response

Event Information

Number: Bid 34-2024
Title: Commercial Fuel
Type: Competitive Bid
Issue Date: 2/29/2024
Deadline: 3/20/2024 02:00 PM (ET)
Notes: ONLY ONLINE BIDS WILL BE ACCEPTED FOR THIS SOLICITATION. PRICING SHOULD BE SUBMITTED ON THE LINE ITEMS TAB ONLY. PRICING WITHIN SUBMITTALS WILL NOT BE ACCEPTED AND MAY MAKE YOUR BID NON-RESPONSIVE.

PLEASE UPLOAD YOUR DOCUMENTS AS ONE FILE.

Contact Information

Contact: Jessica Allinder
Address: Procurement
Government Center Building
200 East Main Street
Lexington 40507
Email: jallinder@lexingtonky.gov

WEX Bank Information

Contact: Keith Lazarus
Address: 97 Darling Ave
South Portland, ME 04106
Phone: (207) 773-8171
Toll Free: (800) 761-7181
Email: keith.lazarus@wexinc.com
Web Address: www.wexinc.com

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.

Rick Prebles — *Signature*

rick.prebles@wexinc.com — *Email*

Submitted at 3/20/2024 11:09:15 AM (ET)

Response Attachments

Lexington - Fayette County Speedway Locations 2024-03-13.xlsx

Lexington - Fayette County Speedway Locations

Speedway LFUCG Site Letter 3.13.24.pdf

Speedway LFUCG Site Letter

WEX Sample Credit Agreement.pdf

WEX Sample Credit Agreement

WEX Vendor Inclusion and Diversity Program Overview.pdf

WEX Vendor Inclusion and Diversity Program Overview

WEX Speedway Response to Lexington Fayette County Bid 34-2024.pdf

WEX Speedway Response to Lexington Fayette County Bid 34-2024

WEX Lexington Fayette County Bid Package 34-2024 SIGNED.pdf

WEX Lexington Fayette County Bid Package 34-2024 SIGNED

Bid Attributes

1	**Bid package** Have you completed and attached your bid package? This is a contractual agreement and required for all bids. ☑ YES

Bid Lines

1	No. 2 On-Road Diesel Fuel Quantity: 1 UOM: Gallon Price: $0.05 Total: $0.05 Item Notes: per gallon over OPIS Supplier Notes: $0.05+freight+laid-in cost per gallon over OPIS OR Retail price at the pump minus One Cent ($0.01) per gallon

2 No. 2 On-Road Bio-Diesel Fuel

Quantity: 1 UOM: Gallon Price: $0.05 Total: $0.05

Item Notes: per gallon over OPIS

Supplier Notes: $0.05+freight+laid-in cost per gallon over OPIS OR Retail price at the pump minus One Cent ($0.01) per gallon

3 Regular Unleaded Gasoline (min 87 octane)

Quantity: 1 UOM: Gallon Price: $0.05 Total: $0.05

Item Notes: per gallon over OPIS

Supplier Notes: $0.05+freight+laid-in cost per gallon over OPIS OR Retail price at the pump minus One Cent ($0.01) per gallon

4 Mid-Grade Unleaded Gasoline (min 89 octane)

Quantity: 1 UOM: Gallon Price: $0.05 Total: $0.05

Item Notes: per gallon over OPIS

Supplier Notes: $0.05+freight+laid-in cost per gallon over OPIS OR Retail price at the pump minus One Cent ($0.01) per gallon

5 Premium Unleaded Gasoline (min 91 octane)

Quantity: 1 UOM: Gallon Price: $0.05 Total: $0.05

Item Notes: per gallon over OPIS

Supplier Notes: $0.05+freight+laid-in cost per gallon over OPIS OR Retail price at the pump minus One Cent ($0.01) per gallon

Response Total: $0.25

LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Procurement

Date of Issue: February 29, 2024

INVITATION TO BID # 34-2024 Commercial Fuel

Bid Opening Date: **March 20, 2024** **Bid Opening Time: 2:00 PM**
Address: All bids must be submitted on line at https://lexingtonky.ionwave.net/

Type of Bid: Price Contract

Pre Bid Meeting: N/A Pre Bid Time: N/A
Address: N/A

Sealed bids will ONLY be received online at https://lexingtonky.ionwave.net/ until **2:00 PM**, prevailing local time on **3/20/2024**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Lexington, KY

Check One:	**Proposed Delivery:**
_____Bid Specifications Met __X__Exceptions to Bid Specifications. *Exceptions shall be itemized and attached to bid proposal submitted.*	__TBD__days after acceptance of bid.

Procurement Card Usage—The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? _____Yes __X__ No

To expedite award, the forms in this document should be completed and uploaded with your bid.

Submitted by: WEX Bank
Firm Name

111 East Sego Lily Drive Suite 250
Address

Sandy, UT 84070
City, State & Zip

Bid must be signed: President/CEO
Signature of Authorized Company Representative – Title

Jason Price
Representative's Name (Typed or printed)

888-842-0075 (801) 568-4360
Area Code - Phone – Extension *Fax #*

jason.price@wexinc.com
E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, Jason Price, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Jason Price and he/she is the individual submitting the bid or is the authorized representative of WEX Bank, the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid 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. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder 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. Bidder 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 Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder 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. _____

APPROVED

STATE OF Utah

COUNTY OF Salt Lake

The foregoing instrument was subscribed, sworn to and acknowledged before me by Jason Price on this the 20 day of March, 2024

My Commission expires: 11/22/2025

DENA KAY NAFUS
NOTARY PUBLIC- STATE OF UTAH
COMMISSION# 721276
COMM. EXP. 11-22-2025

_____
NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to **www.Energystar.gov**). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to **www.Greenseal.org** to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes X **No**_____

II. Bid Conditions

A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.

B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.

C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.

D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal

or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.

E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Procurement. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.

F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.

G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.

H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.

I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.

J. All bids mailed must be submitted in the Ion Wave online portal at https://lexingtonky.ionwave.net/

K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.

L. A certified check or Bid Bond in the amount of **XX** percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.

N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.

O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.

P. All material furnished hereunder must be in full compliance with OSHA regulations.

Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.

R. ~~Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.~~

S. 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.

T. 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 provisions of the non-discrimination 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 timetable.

(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 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 to 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 work-force 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. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

(1) Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and

(2) Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid 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 bid 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 bid 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 bid processes. If, based on this review, a bid 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 bid recommendation must be filed within 3 business days of the bid 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.

III. Procurement Contract Bid Conditions

A. The terms of this agreement shall be for **2** year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional **(2)-1** year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

B. Price Changes **(Space Checked Applies)**

(XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per year. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.

() 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.

() 3. See bid specifications.

C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.

D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.

E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.

F. No substitutions for articles specified herein may be made without prior approval of the Division of Procurement.

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 disability.*
- 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: T*he 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, veteran status, disability and age.

Signature

APPROVED

WEX Bank

Name of Business

GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands ~~and agrees with~~ the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.

4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, 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 bidder in the preparation of its response.

6. Changes/Alterations: Bidder 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 bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response 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 bid response".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.

8. Bribery Clause: By his/her signature on its response, bidder 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 bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.

10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, 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 its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder 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 bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.

12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice

period is negotiated prior to contract approval. 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 selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG 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 bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.

16. Governing Law: This bid request and bid 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 matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.

17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder 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 bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.

18. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.

19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.

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.

21. If any term or provision of this bid 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.

Signature APPROVED W441207 3.19.2024 5:52:51 PM

3/20/2024
Date

WORKFORCE ANALYSIS FORM

WEX Bank

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	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Professionals	59	14	23	3	6	5	5	0	0	1	2	0	0	0	0	23	36
Superintendents	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Supervisors	20	11	6	1	0	0	0	0	0	1	1	0	0	0	0	13	7
Foremen	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Protective Service	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Para-Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Office/Clerical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Skilled Craft	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service/Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total:	80	25	30	4	6	5	5	0	0	2	3	0	0	0	0	36	44

Prepared by: Jodi Stende Senior Learning Business Consultant **Date:** 3/14/2024

(Name and Title)

Revised 2015-Dec-15

DocuSigned by:
Jodi Stende
B59DAF244B2346B...

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

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 MBE/WBE's, and 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 Certified MBE/WBE's and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Procurement of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov

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.

h. 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.

i. 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.

LEXINGTON

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 th status of the business.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, https://lexingtonky.diversitycompliance.com/

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

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 34-2024

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. None.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

WEX Bank
Company

3/20/2024
Date

APPROVED

Company Representative

President and CEO, WEX Bank
Title

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 34-2024

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. None				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

WEX Bank
Company

3/20/2024
Date

APPROVED

Company Representative

President and CEO, WEX Bank
Title

LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 34-2024

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. **Failure to submit this form may cause rejection of the bid.**

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. None					
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.

WEX Bank
Company

3/20/2024
Date

Company Representative

President and CEO, WEX Bank
Title

APPROVED

LEXINGTON

MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference # 34-2024

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	Contact Person
WEX Bank	Rick Prebles
Address/Phone/Email	**Bid Package / Bid Date**
rick.prebles@wexinc.com 513-604-8377	34-2024 / March 20, 2024

MWDBE Company Addr	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
None								

(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.

WEX Bank
Company

3/20/2024
Date

APPROVED

Company Representative

President and CEO, WEX Bank
Title

LEXINGTON

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 # 34-2024

Total Contract Amount Awarded to Prime Contractor for this Project_____

Project Name/ Contract # Commercial Fuel / 34-2024	**Work Period/ From:** TBD **To:** TBD
Company Name: WEX Bank	**Address:** 111 East Sego Lily Drive Suite 250 Sandy, UT 84070
Federal Tax ID: 84-1425616	**Contact Person:** Rick Prebles - rick.prebles@wexinc.com

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
None							

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.

APPROVED W441202 3/19/2024 5:55:14 PM

WEX Bank
Company

3/20/2024
Date

Company Representative

President and CEO, WEX Bank
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 34-2024

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.

__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.**

Please see attached WEX Vendor Inclusion and Diversity Program Overview

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.

WEX Bank
Company

3/20/2024
Date

Company Representative
President and CEO, WEX Bank
Title

APPROVED

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.

Executed subject to the exceptions set forth in the attached WEX Speedway Response to Lexington Fayette County Bid 34-2024

Signature



3/20/2024
Date

Lexington-Fayette Urban County Government Fuel Service Specifications

Purpose:

1. To establish a price contract for the purchase of various grades of unleaded gasoline, on-road diesel and on-road bio-diesel fuel for vehicles of the Lexington-Fayette Urban County Government. The vehicles fueling under this contract will consist of gasoline and diesel fueled automobiles, vans, and pickup tucks (approx. 1200) as well as large diesel fueled vehicles (approx. 250) such as Refuse and Fire trucks. Contractor shall provide fuel through numerous outlets dispersed across Fayette County.

2. Based on historical data the LFUCG estimates purchasing approximately 1,000,000 gallons of fuel per year for the duration of this contract. This statement in no way obligates the LFUCG for any purchases or amounts.

General Requirements:

1. Bidder must submit a list of all stations located in Lexington and Fayette County. List shall include complete address, phone number, days of operation, hours of operation, and fuel types available for each station. Successful bidder shall make additional lists available to all LFUCG drivers.

   The number of stations that are accessible 7 days a week, 24 hours a day plus the total number of stations available and their distribution throughout the county will be considered when evaluating bids.

2. Bidder must provide a unique identity instrument (card, key, etc.) for each LFUCG vehicle and a personal identification number (PIN) for each driver in the program. PIN numbers shall have a minimum of six digits. The vendor's system shall capture the following data:

A. Vehicle Number and Driver Identification (number and/or name)

B. Odometer Reading

C. Gallons of Fuel

D. Type of Fuel

E. Transaction Date

F. Dollar Amount of Transaction

3. Bidder's access and data capture system shall provide the following:

   A. The ability to limit a driver's fueling activity to only those vehicles in his/her department.

   B. Point-of-Sale odometer reasonability check. Entered odometer readings shall be checked against last received entry. A reasonable odometer entry shall be required before a transaction is authorized. LFUCG shall be provided with the ability to override the odometer mechanism and to adjust reasonability parameters.

   C. **Online access** for ordering cards, activating and deactivating cards, and the ability to activate and deactivate PIN numbers in real time.

   D. **Maximum delivery time to LFUCG Fleet Services, located at 669 Byrd Thurman Lexington, KY, for vehicle identification instruments (cards, etc.) shall be three business days.**

   E. Recognition and refusal of duplicate PIN assignments

4. Account shall be invoiced weekly accompanied by printouts of all transaction data for the invoiced amount. Each invoice shall represent one entire calendar week, invoices for more than one calendar week or partial weeks will not be accepted. A calendar week begins at 12:01 am on a Monday and ends on a Sunday at midnight. Weekly invoice amounts must reconcile with electronically transmitted transaction data for that week.

5. In addition to the weekly transaction reporting, **transaction data shall be electronically transmitted on a weekly** basis to the LFUCG. All transaction data for a given week shall be submitted no later than three (3) business days after the last day of said week. Invoice amounts shall reconcile completely with electronically transmitted data and transaction printouts. LFUCG reserves the right to withhold payment on any amounts that do not properly reconcile until such a time as any discrepancies are resolved.

6. **The Lexington-Fayette Urban County Government as a local government is exempt from Federal tax on fuel.** This tax shall be calculated by the successful bidder and shown as a deduction on the invoices. Under no circumstances will the LFUCG be invoiced for Federal taxes. Our tax exempt number will be provided to the successful bidder.

7. Weekly invoicing **shall be per LFUCG Vehicle Number** stating for each day of given week the gallons purchased and cost per gallon. **Daily Cost per Gallon shall equal OPIS pricing plus applicable Federal, State, and Local taxes plus contract markup.**

8. Fuel distribution sites **shall not** be contracted to more than one third party petroleum corporation and their subsidiaries.

9. Fuel cards shall be delivered **presorted** by **LFUCG Division** and **LFUCG Vehicle Number**.

10. **It would be required for LFUCG to have priority over the public during a declared emergency by the City.**

    The LFUCG is asking bidder to supply a letter indicating the LFUCG will be placed on the highest priority for fuel consumption at bidder's fueling locations when an emergency is declared by the City. The successful bidder shall be notified and shall make arrangements for sufficient fuel to be on hand at bidders fueling locations to meet the City's emergency vehicle needs. The City's emergency vehicles are identified as Refuse, Dump, Police and Fire. Additional units may be added if the emergency requires.

11. **Pricing:**

    Pricing shall be based on the contract average terminal price from end-of-day report as published by OPIS, for location and date of sale. Example: If fuel is purchased in Fayette County the price will be taken from the OPIS report for Lexington, KY. Bid price shall exclude taxes, mandated fees, and Superfund items. **Primary fuel purchased under this contract is regular unleaded gasoline.**

    Please log in to your Ionwave account to submit pricing under the line items tab. Once you have completed and uploaded your bid package, you will need to click "yes" under the attributes tab.

Fuel Type	Contract Bid Price per gallon over OPIS
No. 2 On-Road Diesel Fuel	per gallon over OPIS
No. 2 On-Road Bio-Diesel Fuel	per gallon over OPIS
Regular Unleaded Gasoline (min 87 octane)	per gallon over OPIS
Mid-Grade Unleaded Gasoline (min 89 octane)	per gallon over OPIS
Premium Unleaded Gasoline (min 91 octane)	per gallon over OPIS

12. **Scoring: Best Value Bid**

Selection shall be based on 6 criteria. Each criteria will be worth a specified number of points that total 100 points. The vendor with the highest point total will be selected.

1. Price - 50 Points
2. Total Number of stations located in Fayette County - 15 Points
3. Total Number 24/7 stations located in Fayette County - 10 Points
4. Access/data capture system – 15 Points
5. Number of days to deliver PRESORTED fuel cards – 5 Points
6. Past Performance on other similar contracts with LFUCG or other municipalities – 5 Points

March 13, 2024

Lexington-Fayette Urban County Government (LFUCG)
c/o Wanda Kean

Re: Emergency Response

Dear Ms. Kean,

7-Eleven confirms that the Speedway-branded locations listed below have been included in 7-Eleven's standard business continuity plan in the case of an emergency response necessity. During a declared emergency, 7-Eleven will work with LFUCG to identify if any additional locations should be implemented into an overall 7-Eleven Inc emergency response plan. We are committed to serving LFUCG. 7-Eleven sincerely appreciates LFUCG's long-term partnership, and we look forward to serving you.

Speedway 9393 (2290 Elkhorn)
Speedway 9402 (2997 Liberty Rd)
Speedway 9394 (1001 Georgetown Rd)
Speedway 9593 (2900 Richmond Rd)
Speedway 9651 (5360 Athens Boonesboro Rd)
Speedway 9677 (1401 Leestown Rd)

This list is as of letter date and 7-Eleven reserves the right to update this list as needed. LFUCG is also welcome to make requests to add sites for the standard plan at any time.

Sincerely,

Director, Commercial Fleet
7-Eleven Inc.

VIA E-MAIL
cc: Rick Prebles (WEX Bank)
Benjamin Nicholson (7-Eleven Inc.)

7-Eleven, Inc.
3200 Hackberry Road / Irving, TX 75063
Mailing Address: P.O. Box 711 / Dallas, TX 75221-0711
972-828-7011



LEXINGTON

Response to Lexington-Fayette Urban County Government #34-2024

March 20, 2024



Executive Summary

This response to Lexington-Fayette Urban County Government (LFUCG) #34-2024 Commercial Fuel is presented by WEX Bank, a Utah industrial bank. WEX Bank is a wholly-owned subsidiary of WEX Inc. (NYSE: WEX; wexinc.com), a Delaware corporation. Unless context dictates otherwise, WEX Bank and WEX Inc. are collectively referred to herein as WEX.

WEX Bank	WEX Inc.
111 East Sego Lily Drive, Suite 250 Sandy, UT 84070 (888) 842-0075	1 Hancock St. Portland, ME 04101 (800) 761-7181

WEX is proposing that LFUCG continue using the Speedway Business Fleet Card for your retail fueling purchases. The Speedway Business Fleet Card is accepted at 21 Speedway locations in Lexington.

Our network gives fleets the ability to control purchases in the field, and delivers comprehensive information and analysis tools that allow effective operational management and cost reduction.

About WEX

For **more than 40 years**, we have built our proprietary closed-loop network that includes acceptance at 95 percent of the retail fuel locations in the United States. Our network provides the ability to control purchases in the field, and delivers comprehensive information and analysis tools that allow effective, data-driven operational management and cost reduction.

In the past decade, our business has grown from $318 million in revenue and 725 employees to $2.35 billion in revenue in 2022, and as of 2024 nearly 8,000 employees around the globe. WEX simplifies the business of running a business across three segments:

Healthcare and Employee Benefit Solutions

WEX simplifies administration of benefits for employees, including CDH accounts, in the United States both directly and through partners, serving more than half the Fortune 1000 companies in the U.S.

Simplify Employee Benefits

- Benefits Administration
- Benefits Accounts
- COBRA/Billing Solutions

Travel and Corporate Solutions

WEX is among the world's largest commercial payment companies - a trusted technology partner for some of the world's largest organizations, uniquely coupling wholly-owned market leading technology with a global issuing & funding capability.

Streamline Payments

- Expense Management
- Workflow Automation
- Travel Booking

Fleet and Mobility Solutions

WEX reimagines mobility across fleets of all sizes as **we partner** with nine of the top 10 U.S. fuel retailers, service over 650,000 global fleet customers, and administer over 18 million fuel cards worldwide.

Manage Fleets & Mobility

- Controls & Fraud Prevention
- Proprietary Network
- EV & Mixed Fleets
- 650k+ Customers

About Speedway

Speedway operates in 36 states across the U.S., predominantly in the Midwest and East Coast. In May 2021, 7-Eleven acquired 3,800 Speedway Stores from Marathon Petroleum Corp., increasing 7-Eleven's total number of stores to more than 13,000 in the U.S. and Canada and allowing 7-Eleven to bring convenience to more customers than ever before.

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Government Experience



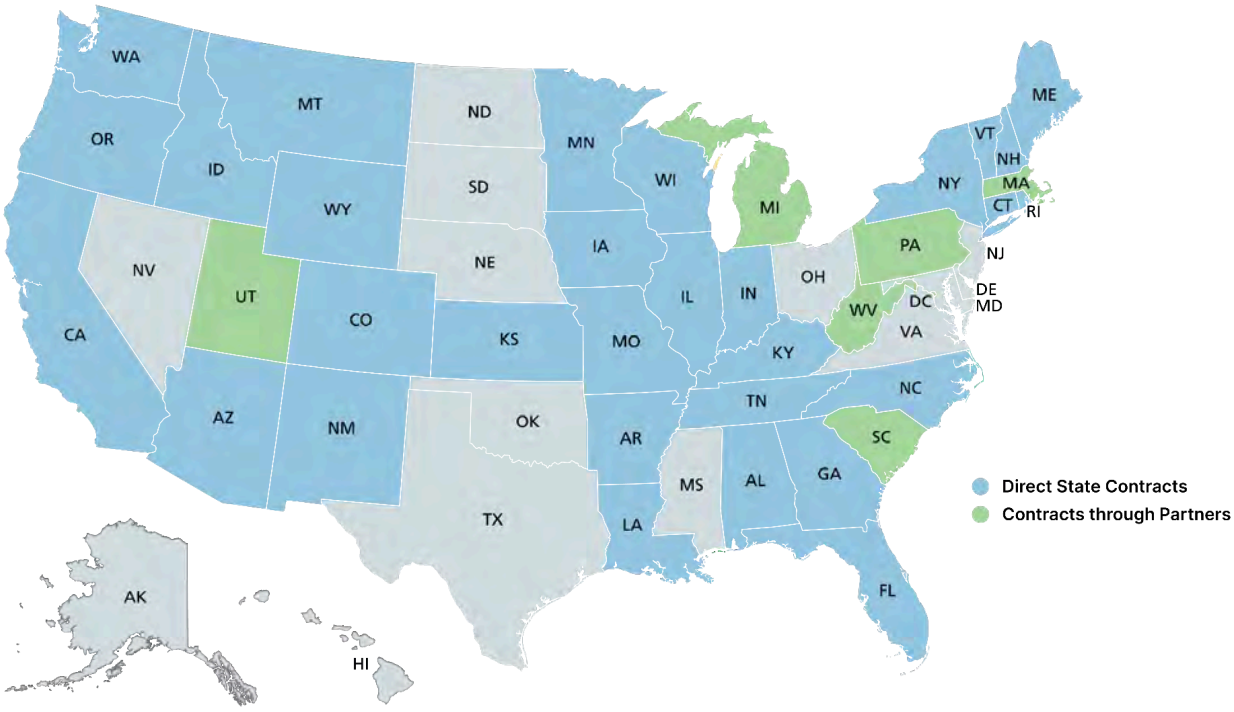
WEX currently provides mobility solutions for 36 states, and has governmental and tax exempt customers in all 50 states. Our State customers represent more than 811,000 cards

WEX also provides mobility services as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 11 federal agencies, including the GSA Fleet, and the Departments of Homeland Security, Agriculture, State, Treasury, Commerce, Energy and Justice. These federal government customers have more than 315,000 cards.

In total, WEX services approximately 1.2 million tax-exempt cards.

WEX also holds cooperative contracts with Sourcewell and NASPO ValuePoint.

We are an active member of the National Conference of State Fleet Administrators, continually attending educational seminars and focus groups to better understand the industry so we can meet and exceed the needs of our customers.



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General Requirements

1. **Bidder must submit a list of all stations located in Lexington and Fayette County. List shall include complete address, phone number, days of operation, hours of operation, and fuel types available for each station. Successful bidder shall make additional lists available to all LFUCG drivers.**

   The number of stations that are accessible 7 days a week, 24 hours a day plus the total number of stations available and their distribution throughout the county will be considered when evaluating bids.

   WEX Response: Please see attached Lexington - Fayette County Speedway Locations 2024-03-13

   WEX does not control the accessibility or hours of operation of its accepting locations.

2. **Bidder must provide a unique identity instrument (card, key, etc.) for each LFUCG vehicle and a personal identification number (PIN) for each driver in the program. PIN numbers shall have a minimum of six digits. The vendor's system shall capture the following data:**

   A. Vehicle Number and Driver Identification (number and/or name)
   B. Odometer Reading
   C. Gallons of Fuel
   D. Type of Fuel
   E. Transaction Date
   F. Dollar Amount of Transaction

   WEX Response: The Speedway Business Fleet Card meets requirements A-F. As LFUCG's current fleet card provider, all Prompt IDs (Driver ID, or Vehicle/Asset ID) remain the same.

   The Speedway Business Fleet Card is a standard size plastic charge card with an encoded magnetic strip containing account and card information which, when read at the point of sale, couples in our systems with Level III data obtained during the transaction.

Card Assignment

A Speedway Business Fleet Card can be assigned to a vehicle/asset, driver, or organizational unit (or cost center), enabling the card to capture and track all purchase activity. When the card is used at the point-of-sale device, the driver enters a Prompt ID (either Driver ID or Vehicle ID) and the odometer reading of the vehicle in order to receive transaction authorization. Each Prompt ID can be assigned to one, many, or all cards on the WEX account. WEX can generate Prompt IDs at random, or the customer may assign them. This four (4) or six (6) digit number can be assigned to a driver, vehicle/asset, or organizational unit on the WEX account (based on the type of card preferred).

The Prompt ID, combined with the card and purchase controls, is referenced against the WEX database for verification. Upon successful verification, the transaction is authorized per the customer's purchase controls. The verification and authorization process acts as a security measure, and provides a layer of protection against fraudulent activity.

Customization

Our customization capabilities include two lines for identification: The first line is usually designated for the account name, while the second line can be used to identify the associated equipment or driver. Each line accommodates up to 32 characters. The account number, card number, and expiration date are displayed on the front of the card, and the card's number, expiration date, and prompt are embedded in the card's technology.

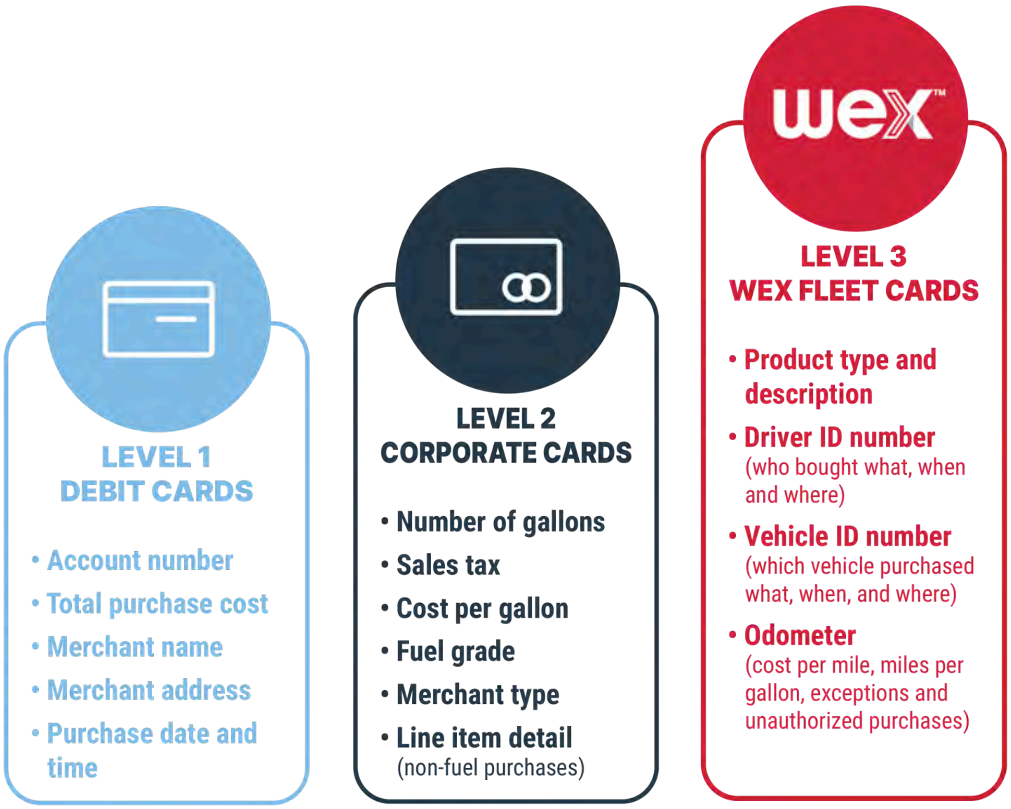


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Level III Data Capture

Level III data capture can help reduce fraud and provide greater visibility into fleet operations with Prompt ID (Driver or Vehicle/Asset ID), and odometer entry required for each purchase.

Fleets that use the WEX Card receive detailed information like product type and description, fuel grade, cost per gallon, sales tax, and more, on 99.8% of transactions because WEX requires Level III data capture and transmission of all accepting merchants within our closed-loop network, giving you the detailed data you need. That data is included in standard and custom reporting.



With a proprietary card like the Speedway Business Fleet Card, management can implement controls to decline a transaction or provide alerts and exception reports when the purchase falls outside established business parameters. Drivers are prompted at the point-of-sale device to enter certain information (i.e., Prompt ID and odometer reading). This information, collected before a purchase authorization, enables fleet managers to know, in real-time, the amount spent, and what was purchased (i.e. fuel, parts and service, oil changes, or other non-fuel products available using the WEX Card). This way, managers

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gain insight into costs for each vehicle, the cost per gallon,the cost per mile, and other data points **without manually sifting through receipts**.

Managers can use the richer level of transaction detail to facilitate a smarter and more efficient operation. For example, Driver IDs allow managers to identify purchasing and consumption patterns. Gas-guzzling vehicles or drivers consistently refueling at above-average prices become immediately obvious, as do opportunities to improve costs per mile or mileage per gallon. Managers can also use odometer readings and changing fuel-per-gallon consumption figures to **optimize maintenance schedules and know which vehicles are ready to be traded in or retired from service**.

Level III data can also help managers detect and reduce unauthorized and/or fraudulent card use. Because drivers must input ID numbers at the time of purchase, Level III data creates a paper trail that links all expenditures back to their source. If a driver makes a purchase, management knows and, because management may assign Driver or Vehicle IDs, reporting ties back to drivers who may use multiple vehicles or vehicles with multiple drivers.

Data Accuracy

Transmission of accurate Level III data and product coding is dependent upon drivers entering the correct odometer reading as well as each merchant's programming of their point of sale devices, which are typically located on their island card readers or in their stores. The merchant's chosen network processor then transmits this data to WEX.

WEX contacts and encourages merchants or network processors to address any incorrect product codes or data. Incorrect product codes can affect rebates, discounts, tax exempt processing, reporting, and contract pricing. We recommend that customers retain paper receipts to review with the merchant in the event of reporting errors.

3. Bidder's access and data capture system shall provide the following:

A. The ability to limit a driver's fueling activity to only those vehicles in his/her Department.

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WEX Response: Purchase Controls are the parameters managers assign to cards. This allows for easy management of the program to ensure purchasing policies are enforced each time a card is used.

WEX offers the flexibility for management to define the purchase controls via numeric or alphabetic naming scheme (i.e., profiles). For example, one group of controls could be named "sedan," and the profile could be applied to that group of vehicles. Or, the profile could be called "delivery driver," and be set up for that type of employee. The manager can assign as few or as many control profiles as necessary, add new profiles or view existing ones, view cards assigned to each profile, clone, edit or modify the values, change the status of the profile, set account defaults, and reassign cards to other profiles.

Purchase controls allow the manager to edit a profile and have that change impact all associated cards. There is no limit to the number of cards assigned to a certain profile, and this functionality eliminates the need to manually edit each driver or vehicle record when a policy changes.

B. Point-of-Sale odometer reasonability check. Entered odometer readings shall be checked against the last received entry. A reasonable odometer entry shall be required before a transaction is authorized. LFUCG shall be provided with the ability to override the odometer mechanism and to adjust reasonability parameters.

WEX Response: WEX's system cannot block point-of-sale authorization due to an unreasonable odometer reading.

WEX uses a patented process that analyzes the transaction history on each vehicle to evaluate Odometer Reasonableness and adds an Adjusted Odometer value to Bad Odometer entries. These adjusted odometer values are calculated from the vehicle's Projected Fuel Economy and gallons purchased. The adjusted odometer field is passed to our customers through WEXLink files and through our online applications. This is available to the customer after data has been accumulated to make the calculation statistically valid, or at least 12 valid data points for each vehicle where the calculation is being requested. A report on this data can be made available to the customer daily.

C. Online access for ordering cards, activating and deactivating cards, and the ability to activate and deactivate PIN numbers in real time.

WEX Response: The **Fleet Manager** module of Speedway Fleet Manager Online, WEX's proprietary management and administration tool, allows users to add, edit, suspend,

reactivate and terminate cards and drivers, add and manage card controls, and to view and download invoice details. They can also:

- Assign card to driver, vehicle or location.
- Transfer cards from one account to another.
- Group cards into profiles to enforce your purchasing policies.
- Create organizational units or departments to better organize cards, vehicles and drivers for reporting and management purposes (initially added during the implementation phase).
- Edit account information.

You can manage your account 24/7/365 with this web-based, mobile-responsive tool from any computer or mobile device.

D. Maximum delivery time to LFUCG Fleet Services, located at 669 Byrd Thurman Lexington, KY, for vehicle identification instruments (cards, etc.) shall be three business days.

WEX Response: WEX will process requests for replacement cards for lost, damaged, or stolen cards within one business day. Speedway Business Fleet Cards can be delivered using the carrier specified by the fleet (e.g., the U.S. Postal Service or another common carrier, such as, but not limited to, FedEx and UPS). There is an overnight shipping fee for expedited orders if you choose not to use your own shipping account.

E. Recognition and refusal of duplicate PIN assignments

WEX Response: A WEX Card can be assigned to a vehicle/asset, driver, or organizational unit (or cost center), enabling the card to capture and track all purchase activity. When the card is used at the point-of-sale device, the driver enters a Prompt ID (either Driver ID or Vehicle ID) and the odometer reading of the vehicle in order to receive transaction authorization.

Each Prompt ID can be assigned to one, many, or all cards on the WEX account. WEX can generate Prompt IDs at random, or the customer may assign them. This four (4) or six (6) digit number can be assigned to a driver, vehicle/asset, or organizational unit on the WEX account (based on the type of card preferred). For example, for driver-assigned cards, the driver would enter a Prompt ID associated with the vehicle; conversely, vehicle-assigned cards typically associate the Prompt ID with the driver.

The Prompt ID, combined with the card and purchase controls, is referenced against the WEX database for verification. Upon successful verification, the transaction is authorized

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per the customer's purchase controls. The verification and authorization process acts as a security measure, and provides a layer of protection against fraudulent activity.

4. **Account shall be invoiced weekly accompanied by printouts of all transaction data for the invoiced amount. Each invoice shall represent one entire calendar week, invoices for more than one calendar week or partial weeks will not be accepted. A calendar week begins at 12:01 am on a Monday and ends on a Sunday at midnight. Weekly invoice amounts must reconcile with electronically transmitted transaction data for that week.**

   WEX Response: As your current fuel card provider, we are happy to continue providing weekly invoices to LFUCG. Invoices include transactions that have been posted to our system in your billing cycle and may not include all transactions made in the billing cycle.

   Our calendar week is defined as beginning at 12:01 AM on Saturday and ending on Friday at midnight.

5. **In addition to the weekly transaction reporting, transaction data shall be electronically transmitted on a weekly basis to the LFUCG. All transaction data for a given week shall be submitted no later than three (3) business days after the last day of said week. Invoice amounts shall reconcile completely with electronically transmitted data and transaction printouts. LFUCG reserves the right to withhold payment on any amounts that do not properly reconcile until such a time as any discrepancies are resolved.**

   WEX Response: As your current fuel card provider, we are happy to continue providing weekly invoices to LFUCG. Invoices include transactions that have been posted to our system in your billing cycle and may not include all transactions made in the billing cycle.

   Our calendar week is defined as beginning at 12:01 AM on Saturday and ending on Friday at midnight.

   Most of our larger fleets choose to receive billing data in the form of WEXLink, an electronic file that provides customers with transaction data on a daily, weekly, or monthly basis via the internet (i.e. FTP). The data is provided in a flat file and includes extensive detail for both fueling and service transactions, enabling fleets to analyze vehicle, driver, and purchase information, and to reconcile monthly invoices. WEXLink files are designed specifically for fleet customers who want to perform detailed analysis and reporting on their fleet account. This file can be merged with your existing information management system, making it easy to track costs.

6. **<u>The Lexington-Fayette Urban County Government as a local government is exempt from Federal tax on fuel.</u> This tax shall be calculated by the successful bidder and shown as a deduction on the invoices. Under no circumstances will the LFUCG be invoiced for Federal taxes. Our tax exempt number will be provided to the successful bidder.**

WEX Response: As your incumbent fuel card provider, we are happy to continue invoicing net of all Federal excise taxes on gasoline and diesel, at the transaction level, regardless of merchant participation if you are qualified as tax-exempt.

State Sales, County and Local Taxes at Participating Merchants

WEX currently offers eligible tax-exempt entities a comprehensive tax exemption and reporting program for applicable motor fuel transactions based on merchant participation. The program supports the following levels of tax:

- State Primary (Excise Tax)
- State Secondary (Sales Tax)
- State Special
- County Primary (Excise Tax)
- County Secondary (Sales Tax)
- County Special
- City Primary (Excise Tax)
- City Secondary (Sales Tax)
- City Special

Tax-exempt reporting shows:

- Exempted Tax, at the transaction level.
- Reported Tax, at the transaction level.
- Summary of tax types by product for both exempted and reported transactions.

State Sales Tax and County Tax at Non-Participating Merchants

For fueling transactions with those fuel marketers that do not participate in the WEX tax-exempt program, but for which the fleet is eligible to receive tax exemption, WEX reports applicable taxes as “Reported Tax.” “Reported Tax” transactions list transactions and tax amounts that WEX does not exempt so the customer can file for exemption. Many customers use their WEXLink data file to aid in the recovery of taxes that could not be excluded through the tax-exempt program. Reporting shows:

- Exempted tax, by transaction.
- Reported tax, by transaction.
- Summary of tax types by product for both exempted and reported transactions.

Tax Exemption for Non-Fuel Purchases

For non-fuel transactions, merchants may provide transactional data to WEX net of tax on a fleet-by-fleet basis at the merchants' discretion. Drivers must supply the merchant with proper documentation of the organization's tax-exempt status at the point of sale. The merchant will send the transaction to WEX, net of tax, for billing.

Qualification

Any customer participating in this contract will be required to complete a certification process affirming its qualification to receive the tax exemption based upon the rules and criteria set by the appropriate taxing jurisdiction.

Required Data

Tax Exemption processing requires that the merchant provide electronically to WEX the following data points:

- Account Number
- Account Name
- Type of Fuel
- Gallons
- Price per gallon
- Total gross sale

Exemptions may not apply to all transactions. For example, WEX is not able to exempt applicable fuel taxes on transactions that are provided with certain data elements that are missing and may be autocorrected. Taxing jurisdictions require documentation from the party providing the exemption of the type of fuel, gallons purchased, and price per gallon. There are occasions where the merchant is unable to provide all the required documentation, therefore these transactions will not go through our tax processing. However, if the fleet provides a copy of the sales receipt, we can repost these transactions and apply the applicable exemptions.

7. **Weekly invoicing shall be per LFUCG Vehicle Number stating for each day of given week the gallons purchased and cost per gallon. Daily Cost per Gallon shall equal OPIS pricing plus applicable Federal, State, and Local taxes plus contract markup.**

WEX Response: Billing Cycle Reports accompany an invoice to assist fleets in reconciliation before making payment. They are available in a variety of formats, giving the fleet the ability to choose the format that is most beneficial. Available reports include:

Report name	Description/benefit	Mode of delivery	Frequency
Purchase activity report	Our standard billing cycle report accompanying each invoice, with a roll-up by card or department, available online as a PDF.	SpeedwayFleet ManagerOnline	With invoice, at cycle close
View details	Our standard transaction detail report, available online and with each invoice; downloadable into Excel or CSV as needed, providing easy transaction reconciliation with their invoice, and the ability to download for additional filtering or archiving.	SpeedwayFleet ManagerOnline	With invoice, at cycle close
WEXLink	A comprehensive data file available to fleets importing transaction details into their systems. Serves as a report, or as a billing and reporting file.	SpeedwayFleet ManagerOnline, FTP, or email	With invoice, at cycle close; daily or weekly

8. **Fuel distribution sites shall not be contracted to more than one third party petroleum corporation and their subsidiaries.**

WEX Response: The Speedway Business Fleet Card is accepted only at Speedway and 7-Eleven locations. There are currently 21 Speedway locations in Lexington and Fayette Counties.

Please see attached Lexington - Fayette County Speedway Locations 2024-03-13 for a list of accepting locations.

9. **Fuel cards shall be delivered presorted by LFUCG Division and LFUCG Vehicle Number.**

WEX Response: Cards are produced, packaged, and shipped in the order in which they appear in the file sent by LFUCG. So long as LFUCG uploads file data in the desired order, cards are sorted in that order.

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10. **It would be required for LFUCG to have priority over the public during a declared emergency by the City.**

The LFUCG is asking bidder to supply a letter indicating the LFUCG will be placed on the highest priority for fuel consumption at bidder's fueling locations when an emergency is declared by the City. The successful bidder shall be notified and shall make arrangements for sufficient fuel to be on hand at bidders fueling locations to meet the City's emergency vehicle needs. The City's emergency vehicles are identified as Refuse, Dump, Police and Fire. Additional units may be added if the emergency requires.

WEX Response: Speedway can continue to meet this requirement. Speedway has determined the following locations as capable of meeting "elevated priority" to maintain business continuity during an emergency.

- Speedway 9393 (2290 Elkhorn Road)
- Speedway 9677 (1401 Leestown Road)
- Speedway 9651 (5360 Athens Boonesboro Road)
- Speedway 9593 (2900 Richmond Road)
- Speedway 9402 (2997 Liberty Road)
- Speedway 9394 (1001 Georgetown Road)

This list is as of the bid date and Speedway LLC reserves the right to update the list as-needed.

Additionally, we welcome input from LFUCG to identify locations that would fit your needs during a declared emergency, and those locations could be implemented into an overall emergency plan for Speedway.

Please see attached Speedway LFUCG Site Letter 3.13.24

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Pricing

Pricing shall be based on the contract average terminal price from end-of-day report as published by OPIS, for location and date of sale. Example: If fuel is purchased in Fayette County the price will be taken from the OPIS report for Lexington, KY. Bid price shall exclude taxes, mandated fees, and Superfund items. Primary fuel purchased under this contract is regular unleaded gasoline.

Fuel Type	Contract Bid Price per gallon Over OPIS
No. 2 On-Road Diesel Fuel	$0.05+freight+laid-in cost per gallon over OPIS **OR** Retail price at the pump minus One Cent ($0.01) per gallon
No. 2 On-Road Bio-Diesel Fuel	$0.05+freight+laid-in cost per gallon over OPIS **OR** Retail price at the pump minus One Cent ($0.01) per gallon
Regular Unleaded Gasoline (min 87 octane)	$0.05+freight+laid-in cost per gallon over OPIS **OR** Retail price at the pump minus One Cent ($0.01) per gallon
Mid-Grade Unleaded Gasoline (min 89 octane)	$0.05+freight+laid-in cost per gallon over OPIS **OR** Retail price at the pump minus One Cent ($0.01) per gallon
Premium Unleaded Gasoline (min 91 octane)	$0.05+freight+laid-in cost per gallon over OPIS **OR** Retail price at the pump minus One Cent ($0.01) per gallon

Speedway, as the program sponsor, has agreed to provide LFUCG with a discount at all Speedway branded locations on gasoline and diesel fuel amounting to Cost (defined below) plus five cents ($0.05) (the “Speedway Incentive”) plus freight plus laid-in cost **OR** Retail Price Minus One Cent ($0.01), the “better of” for LFUCG. WEX uses the Oil Pricing Information Service (OPIS) for obtaining Contract Average Gross cost for gasoline and diesel fuel racks nationwide. "Cost” is defined as "laid-in Cost," which is based upon the OPIS Contract Average Gross price plus freight, other variable costs (such as winterized blend fuel cost per gallon during November 1 - March 31) and applicable fees and taxes and is updated Monday - Saturday. Pricing is set from the previous day’s OPIS file (all cities minus one) at 10:00 AM EST. All taxes and fees are supplied from a third-party provider.

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Cycle Swaps

Our billing and payment system provides for various billing cycle and payment timing options. In the event you desire to change billing cycles you must make a request to Fleet Receivables for a billing cycle change. Upon receipt of the request it will be a minimum of thirty (30) business days to change the billing cycle. In addition, any changes to billing cycles will not take effect until after the current cycle has closed. Cycle changes cannot be made mid-month or mid-week from monthly to weekly billing cycles and cycle changes cannot be made midweek or mid-month from weekly to monthly billing cycles. Cycle changes can only be made once per calendar year for each billing entity.

Billing and Payment

Our standard payment terms state that purchases are due and payable in full within 22 days of the date appearing on your invoice. WEX understands that LFUCG is seeking weekly billing and weekly payment.

WEX also understands that you may be governed by a separate Prompt Payment Act and will comply with any act or law upon review of such act or law. Please provide WEX the evidence of the Prompt Pay Act as it specifically relates to your entity.

Invoices include transactions that have posted to our system in your billing cycle and will not include all transactions that have been made in the billing cycle. Your account is delinquent if the balance is not paid within 22 days of the billing date appearing on your invoice.

Upon payment default, finance charges will be assessed at a monthly percentage rate of 7.99%. The periodic rate will be prorated based on the company's billing cycle. Issuer will begin to assess a finance charge on the first day following the date a payment is due and is not posted to the account. The finance charge will be calculated by determining the total balance due on the date the account becomes delinquent. The total balance due includes any additional charges and credits posted to the account since the last billing cycle through the payment due date and then subtracting any payments and/or credits entered during that period for Company reported disputes or otherwise. The total balance due will be multiplied by the periodic rate to determine the account's finance charge. In the event that the calculated finance charge is less than seventy-five dollars ($75.00), a minimum finance charge of seventy-five dollars ($75.00) will be assessed. If a payment is not received by the payment due date and the balance due is less than ten dollars ($10), a finance charge will not be assessed and the balance will carry forward to the following billing cycle. If additional charges are posted to the account, including other fees, and the new balance exceeds ten dollars ($10), a finance charge will be assessed on the new balance upon payment default.

Exceptions

WEX respectfully takes exception to the form contract presented in #34-2024 Commercial Fuel. As a regulated financial services provider providing cards operating on two card networks, WEX must ensure its credit agreements comply with applicable regulatory requirements, align with the applicable card network rules, and align with the specific products and services WEX will provide. We have attached a WEX Sample Credit Agreement to the RFP for your convenience, which would necessarily govern any new agreement between LFUCG and WEX. As you undoubtedly realize, any contract executed by WEX is subject to successful completion of bank due diligence processes and credit approval.

Alternatively, in lieu of executing a new agreement, amending the existing contract to extend the term and (if applicable) adjust pricing or rebates for the new term is agreeable.

Green Procurement (p. 3)

- A - Energy - Not applicable to the services WEX provides
- B - Green Seal Certified Products - Not applicable to the services WEX provides

Bid Conditions (pp. 3-6)

- Item K - Not applicable to the services WEX provides
- Item L - Not applicable to the services WEX provides
- Item P - Not applicable to the services WEX provides
- Item R - WEX respectfully takes exception, as noted on #34-2024 cover page
- Item T - Not applicable to the services WEX provides;however, WEX does comply with applicable non-discrimination laws.
- Item U - Not applicable to the services WEX provides

Section Three: Procurement Contract Bid Conditions

WEX respectfully takes exception to any language contradicting the existing terms of the agreement.

EEO Section (p. 8)

WEX Bank is a bank extending credit and has extremely limited opportunities for any subcontracting. WEX does utilize a number of disadvantaged businesses to support its daily operations but none of those do work that can be tied to a specific contract. WEX is committed to building a global vendor inclusion program that makes DEI an integral part of how we purchase - creating mutually beneficial relationships with businesses owned by people from historically underrepresented communities. Please see attached WEX Vendor Inclusion and Diversity Program Overview

General Provisions of Bid Contract (pp. 9-10)

- Item 13 - As a publicly traded company and financial services provider to thousands of customers WEX is not able to allow any individual customer to control its operations as indicated by Item 13.

  WEX provides most of the services for the requirements of this RFP. Our product and technology teams plan, develop, and roll out our industry-leading software solutions, manage implementation and data migration for new clients, and provide training and help with day-to-day issues. However, it makes smart business sense to partner with others for certain services, e.g., our web hosting environments provide a level of security and environmental controls that would be cost-prohibitive to duplicate. Other areas are not part of our core business.
- Item 16 - With regard to governing law, WEX typically requires Utah law because WEX Bank is licensed as an industrial bank subject to the laws and licensure requirements of Utah

Amendment 1 - Compliance for Expenditures Using Federal Funds (p. 26 - 30)

WEX respectfully takes exception. The requirements of Amendment 1 shall apply to the extent WEX provides products or services which are paid for in whole or in part with funds obtained from the federal government. Any customer purchasing under this Agreement will notify WEX as soon as feasible upon determining that federal funding will be used pursuant to this Agreement. If any provision in Amendment 1 is not required by federal law, regulation, policy, or Executive Order, or if the requirement has been rescinded, or otherwise determined not to apply, the provision shall not apply. Customer further understands and agrees that WEX will not perform construction or construction services and will not employ mechanics or laborers to provide products or services. Finally, for the avoidance of doubt, Customer understands and agrees that fuel and services merchants from whom Authorized Users obtain fuel or other products and services which are paid for using a WEX-issued Card are not the subcontractors, suppliers, or vendors of WEX, and WEX does not have authority or control over such parties. WEX does not provide fuel or related products or services to Authorized Users except as expressly set forth in this Agreement, and the provisions of Amendment 1 shall not apply to the procurement of fuel or similar products or services unless otherwise explicitly agreed by the Parties in writing.

Lexington-Fayette Urban County Government Fuel Service Specifications, Purpose, Item 1

We provide fuel payment cards. WEX is not a fuel supplier and cannot establish a price contract. We encourage you to continue using the Speedway Business Fleet Card for your retail fueling purchases.

Confidential and Proprietary Information of WEX Inc. and WEX Bank // wexinc.com

This **WEX FLEET BUSINESS ACCOUNT AGREEMENT**, together with the related schedules (the "Agreement"), is made effective as of the latest date of signature set forth below, by and between [COMPANY NAME[("Company") with its principal place of business at [COMPANY ADDRESS] and WEX Bank ("Issuer"), a Utah industrial bank with its principal place of business at 111 East Sego Lily Drive, Suite 250, Sandy, UT 84070, and governs the establishment and use of a business charge card account provided by Issuer, to Company. The definitions on Schedule A apply for purposes of this Agreement.

1. Use of Account.

1.1 General. The Account may be used to make purchases at merchants participating in the WEX network. Company agrees that the Account and a Card may only be used for business purposes, and not for any agricultural or personal, family, or household purposes. Company shall adopt and follow internal policies and controls to ensure that the Accounts and Cards are used strictly for business purposes. Purchases of lottery tickets or other games of chance, gift cards, pre- paid cards or other cash equivalent charges are prohibited.

1.2 Exclusivity. During the term of this Agreement, Company agrees that Issuer shall be the exclusive fuel credit card provider for Company [and its Subsidiaries and Affiliates] provided that this provision shall not prohibit: (1) Company from reimbursing employees for fuel purchased on personal credit cards as part of routine employee expense reimbursements; (2) Company from procuring fuel using alternate payment means (i.e., other than using a credit or debit card, such as through a direct bill relationship with a mobile fuel provider); (3) Company from procuring fuel outside of the United States or Canada; or (4) Company employees making purchases of fuel incidental to business travel using Company-provided travel and expense credit cards (provided that any such cards may not be used to materially replace Issuer's Cards).

1.3 Modifications. Issuer will deliver to Company enhancements, updates and upgrades to the Accounts, Controls, and Cards that Issuer makes generally and commercially available to other similarly situated customers without any additional fee. In the event Company requests additional modifications, including to the online application, and Issuer makes a reasonable business determination that the requested modifications or technical support entail specialized modifications or services different from the kind or amount provided to other similarly situated customers (including, but not limited to, custom software or operational development work or assistance to enable interfacing with a non-supported, unusual, or proprietary system), Issuer will notify Company that the requested modification will be available as a service provided by its affiliate(s) subject to additional fees and described in a statement of work. Issuer, in its sole discretion, may decline to make any modifications, including if such modifications will impact other customers of Issuer. Issuer may, for any reason, elect to terminate or modify any product or service described in this Agreement, or provided in connection with the Account in which Company or an Account User has enrolled, upon such notice (if any) as may be required by applicable law.

2. Account Users.

2.1 Company shall designate Account Users as well as those contacts authorized to: (a) provide Issuer with the information necessary to establish and maintain Account(s), Cards, and DINs; (b) provide vehicle, driver and other information; (c) receive all Account numbers, Cards or reports; (d) receive other Account information; and (e) select additional products and/or services that may be offered. Company will provide notice of any change or removal of any contact or Account User either in writing, by telephoning Issuer's customer service department or through Issuer's online system. Issuer is authorized to take instruction from any Account User or contact with apparent authority to act on Company's behalf. Unless Company reports any errors in Account information or Cards, Issuer is entitled to rely on that information for servicing the Account. Company shall ensure that each Account User complies with the terms and conditions of this Agreement. Company is liable for any employee misuse of Cards.

2.2 Company is responsible for notifying Issuer of any revocation of authority of an Account User to use a Card or the Account. An Account User shall be deemed to have authority to use a Card and the Account until Issuer receives notice of revocation of authority from Company in the manner required by Issuer and Issuer has a reasonable time to act on the notice, notwithstanding whether any such use is consistent with any limitations on use imposed on an Account User by Issuer.

2.3 Company assumes all risk if Company chooses to leave a Card at an accepting location for use by its drivers or Account Users and, as such, agrees to pay for all charges made with that Card or on that Account. Company agrees to keep DINs confidential and ensure that its employees or Account Users do not disclose any DIN. Company is liable for any Unauthorized Use that results if an Account User or other employee discloses a DIN or writes a DIN on a Card, even if the disclosure is inadvertent or unintentional.

SAMPLE

Company shall not provide actual, implied or apparent authority to any Person to use a Card or the Account except for an Account User.

2.4 The Company hereby elects to allow its Affiliates to participate in the Program.

Each Affiliate will be given their own accounts and invoice in accordance with the billing terms set forth herein and shall be responsible for the payment thereof.

Company shall pay all invoices for purchases made by its Affiliates using accounts under this Agreement.

Company hereby irrevocably, absolutely, and unconditionally guarantees all obligations for payment by its Affiliates arising under this Agreement. Such guaranty is a guaranty of payment and not merely of collection. Issuer shall not be required to initiate any action against, nor exhaust any remedies with respect to any participating Affiliate prior to making a demand of payment upon Company.

Company does not guarantee any obligations for payment by its Affiliates arising under this Agreement. Each Affiliate shall be evaluated for credit individually using that Affiliate's financial information. Issuer shall not make a demand of payment upon Company for the balance owed by an Affiliate.

Prior to participating in the Program, each Affiliate will be required to acknowledge their agreement to the terms of this Agreement in writing through the completion of an account request form. Affiliates will be paid a rebate based on their spend. Issuer shall share aggregate account volume information among the participating Affiliates as it relates to their Rebate qualifications. Specific information regarding Affiliate transactions and account information may only be shared with the Company or the Affiliate to which the activity belongs.

All purchases made on Cards issued to Company's Affiliates and/or their respective representatives will be included in the rebate calculation to Company. Prior to participating in the Program, each Affiliate will be required to acknowledge their agreement to the terms of this Agreement in writing through the completion of an account request form. Issuer shall not share account information among the participating Affiliates. Information regarding Affiliate transactions and account information may only be shared with the Company.

3. Credit Limit and Authorizations.

3.1 Issuer will notify Company of the Credit Limit assigned to the Account. Company shall ensure that the balance of the Account does not exceed the assigned Credit Limit. Issuer may change the Credit Limit in its sole discretion without prior notice, except as may be required by applicable law. Issuer may, but is not required to, permit Company to exceed its Credit Limit. Company must comply with the Credit Limit even if Issuer has previously permitted Company to exceed the Credit Limit. Company shall, immediately upon request, pay the amount over the Credit Limit.

3.2 Issuer has sole discretion to determine whether to establish an Account and extend credit to Company. Issuer may suspend an Account or refuse to authorize any Transaction in its sole discretion for any reason, including in the event that: (a) any balance is past due; or (b) the amount of the Transaction plus the outstanding balance (including Transactions authorized but not yet posted) exceeds the Credit Limit.

4. Controls.

4.1 Company may request that Controls be applied to the Account. The availability and effectiveness of Controls is dependent upon each merchant's adoption of Card specifications and the information, including product codes that the merchant transmits to Issuer. The product codes are assigned by each merchant and not by Issuer. In addition, some Controls are not enforceable at island card readers due to equipment restrictions at the merchant location. There are inherent limitations on the ability of Controls to limit the use of Cards in the manner intended.

4.2 Issuer may, in its sole discretion and without prior notice, modify Controls for the purpose of, among others, the prevention of suspected fraudulent activity. Issuer may apply default Controls on its portfolio of accounts. Issuer will use reasonable efforts to

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notify Company after any modification to a Control setting is made. Company shall review and manage the account set-up for all Cards based on Company's specific purchasing needs. Company agrees it is responsible for reviewing fraud control data provided by Issuer for the purpose of detecting fraud that may occur within Control parameters.

4.3 Default Control values are modified through the online product. More detailed information and certain limitations regarding Controls is provided online. Only Transactions submitted for authorization are subject to Controls and those Controls can only be enforced when the merchant provides sufficient information as part of the authorization.

4.4 Controls are provided for the convenience of Company in its efforts to manage usage of Cards and the Account. Issuer encourages Company to set Controls in a manner that Company determines is most likely to conform usage of Cards and the Account to the purposes determined by Company. However, Issuer is not responsible for the prudence of any particular Control level selected by Company. Company shall be liable for all Transactions, regardless of Control settings selected by Company or the effectiveness of the Controls, except as expressly provided in this Agreement or under applicable law.

5. Billing and Payments.

5.1 Issuer will provide Company with a billing statement for each Billing Cycle in which the Account has activity. Company agrees to pay Issuer in full on or before the relevant cutoff time on or before the Due Date. The number of days Company has to make payment from the date of invoice to the Due Date is set forth in the Fee Schedule. Issuer strongly encourages Company to choose to receive billing statements electronically and make payments electronically to ensure that each payment posts by the relevant Due Date.

5.2 Company will pay Issuer for all credit extended under the Account, as well as any fees and charges, as provided in this Agreement. Company is liable for all Transactions on the Account to the fullest extent permitted by applicable law, except as expressly provided in this Agreement. Company may pay the entire balance of the Account or a portion of it, at any time prior to its Due Date without penalty.

5.3 All payments must be made in United States dollars, using checks or similar payment instruments drawn on financial institutions in the United States or by payment through the Automated Clearing House network in accordance with Issuer's requirements.

5.4 Payments made via paper check are posted to the Account after processing and must arrive at Issuer at least two Business Days before the Due Date on the billing statement. It can take up to two Business Days to process a check from the time the envelope containing a check arrives at Issuer's facility to posting of the check amount to the Account.

5.5 For payments not made by paper check, payments made: (a) by 3:30 p.m. ET on a Business Day will be posted on that Business Day; and (b) after 3:30 p.m. ET (or payments made on a day other than a Business Day) will be posted on the following Business Day.

5.6 Regardless of payment method, Company must ensure that Company's account number is provided with the payment. Failure to do so will cause processing delays in posting the payment to the Account. Payments that are received at locations other than the address specified on the billing statement, or that do not otherwise comply with instructions on the billing statement or the Agreement, may be delayed in posting.

5.7 Payments will be applied first to fees and then to other amounts owing on the Account. Issuer, in its sole discretion, may determine when to restore available credit in the Credit Limit after crediting a payment to an Account.

5.8 Company may be offered discounts and/or rebates from time to time. Such discounts and/or rebates may be suspended, modified, or discontinued at any time without prior notice and may not be applicable to all fuel types. In addition, certain conditions in order to earn or receive the rebate or discount, such as but not limited to, maintaining the Company's Account in good standing, will apply and be provided to Company when such offers are made.

5.9 The Edge Network is a program whereby merchants may offer discounts for goods and services to Company. Cards issued pursuant to this Agreement will be enabled on the Edge Network and Company will be enrolled as a member of the Edge Network membership program, which is operated by Truckers B2B LLC ("TB2B"), an affiliate of Issuer. The Edge Network includes both fuel

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and non-fuel discounts. Fuel discounts are applied automatically to Company's Account, and non-fuel discounts may be available for selection by Company on the Edge Network online portal.

5.10 Fuel merchants that have elected to participate in the Edge Network have authorized Issuer to charge Company for designated fuel purchases on a retail-minus basis. In order to calculate retail-minus pricing, TB2B takes the retail price provided to TB2B at the time of the transaction and subtracts a specific number of cents-per-gallon as specified in advance by the merchant with respect to the relevant location and fuel type. TB2B or another affiliate of Issuer receives or may receive compensation from the merchants whose goods and services are offered via the Edge Network.

5.11 TB2B may apply each fuel price discount for a given transaction either during the settlement process or periodically as a rebate after the fact. When TB2B makes the adjustment during the settlement process, the discounted price will be reflected in the transaction price on Company's transaction reports and invoices. When TB2B provides the discount as a rebate, Company's transaction reports and invoices will show the retail price. Each month, TB2B will review Company's previous month's transactions and calculate the amount of any discounts still owed to Company from that previous month. On condition that Company's Account is then in good standing, Issuer will then either credit Company's Account or issue Company a rebate check, at Issuer's option.

5.12 Company agrees and acknowledges that all Edge Network discount offers may terminate or change from time to time without notice to Company, which may include, without limitation, a fuel merchant changing its participating locations or fuel types. Additional terms and conditions will apply to, and be set forth on, the Edge Network online portal.

6. Reports.

Issuer provides Transaction data for the Account to the Company as transmitted by merchants. Company is responsible for reconciling that data. Issuer will report the data received from merchants and as such is not liable for the accuracy or completeness of the data received, posted, or contained in any specialty reports, management reports, data services, or other information services provided. In addition, Company understands that in the event an error is identified in a report, such as an incorrect product code, Company is still liable for the Transaction, but may follow the dispute process as described in this Agreement.

7. Late Fees.

7.1 If Company fails to make payment in full by the applicable Due Date, or a payment is returned (each a "Payment Default"), then a fee (the "Late Fee") will apply to the Total Outstanding Balance (as defined below). The Late Fee will be the greater of $75 or 7.99% (for monthly Billing Cycles) of the Total Outstanding Balance on the Calculation Date, not to exceed the amount allowable by applicable law. For Billing Cycles other than monthly, the percentage rate used in the Late Fee calculation will be prorated based on the length of the billing cycle in relation to a monthly billing cycle. Company will be considered to have made a payment to Issuer on an Account only when the payment is posted to the Account as provided in this Agreement.

7.2 The "Calculation Date" is the earlier of (a) the posting date for Company's payment in full of the invoiced amount to its Account, or (b) the last day of the Billing Cycle during which the Payment Default occurred. The "Total Outstanding Balance" is the invoiced amount, plus the amount of any unbilled Transactions delivered by a merchant to Issuer, and minus any credits that have posted to the Account, through the Calculation Date.

7.3 Issuer will not charge a Late Fee if the unpaid portion of the invoice as of the Due Date is $10 or less.

8. Other Fees.

In addition to Late Fees, Company agrees to pay the additional fees in the amounts and as described on the Fee Schedule.

9. Disputed Amounts.

9.1 Company shall use its best efforts to resolve any disputes regarding Transactions directly with the relevant merchant, including any dispute related to the quality of goods or services that are purchased in a Transaction or any warranty received in connection with a Transaction.

9.2 All billed charges must be paid in full regardless of reported disputes. Charges must be disputed in writing within sixty (60) days from the billing date or they will be final and binding. Company may dispute an amount reflected on a billing statement if: (a) the

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amount does not reflect the face value of the Transaction; (b) the amount being disputed is a fee that is not properly accrued under this Agreement; or (c) Company does not believe it is liable for that amount.

9.3 Transactions made at an island card reader where Company or Account User did not obtain a receipt at the time of sale are eligible for dispute. However, the receipt may provide the only opposing record to the Transaction information submitted by the merchant. In addition, island card reader Transactions require both a valid Card and DIN to be authorized and often disputes regarding such transaction are the result of an Account User failing to comply with limits on Card usage imposed by Company, which does not constitute Unauthorized Use or relieve Company from liability for the Transaction.

9.4 Certain Transactions in dispute may qualify for charge back to the merchant. Issuer will use reasonable efforts to charge the Transaction back to the merchant in accordance with Issuer's procedures under its merchant acceptance agreement with the merchant. Any charge back paid by the merchant to Issuer will be credited to the relevant Account. Company may be liable for the Transaction if the disputed item cannot be charged back to the merchant.

10. Unauthorized Use.

10.1 If Company or an Account User knows of or suspects the loss or theft of a Card or Account or possible Unauthorized Use, or if Company would like to terminate authority of an Account User to use a Card or Account, Company will notify Issuer by immediately calling 1-866-544-5796. Company shall adopt and maintain reasonable security precautions and controls to prevent Unauthorized Use.

10.2 Except as provided in Section 10.3, Company will be liable to Issuer for all Unauthorized Use of a Card or Account: (a) that occurs before Company provides Issuer with notice that a Card is lost or stolen or other possible Unauthorized Use of an Account provided in Section 10.1 of this Agreement; or (b) Issuer determines that such Unauthorized Use would have been prevented by Company adopting and following reasonable security precautions and controls surrounding the Cards or Accounts as described in Sections 1, 4 and 10.1 of this Agreement. A failure by an Account User to comply with Company's internal policy regarding use of an Account or Card does not, by itself, result in Unauthorized Use of an Account or Card.

10.3 Reserved.

10.4 Company will use reasonable efforts to recover a Card from any Person whose authority to use Company's Account has terminated or from any unauthorized individual with possession of or access to a Card. Company will give Issuer and any law enforcement authority reasonable assistance with any investigation and prosecution with respect to Unauthorized Use, including without limitation, obtaining an affidavit or similar written, signed statement from the applicable Account User.

11. Representations by Company.

11.1 Company represents and warrants to Issuer that: (a) this Agreement constitutes the legal, valid, binding, and enforceable agreement of Company; and (b) that Company's execution and performance of this Agreement (i) does not constitute a breach of any agreement between Company and a Person other than Issuer, or of any duty arising in law or equity, (ii) does not violate any law, rule or regulation applicable to Company, and (iii) if Company is an organization, is within the organizational powers of Company and has been authorized by all necessary organizational action of Company.

12. Other Obligations of Company.

12.1 Company shall provide information requested by Issuer for purposes of Issuer's compliance with federal law related to customer identification and verification, including, but not limited to, name, address, date of birth, and other application information to identify the Company and/or Account Users.

12.2 Issuer may investigate the financial condition of Company and its subsidiaries and affiliates at any time. If requested, Company agrees to furnish Issuer copies of its official and finalized financial statements or other applicable financial information no later than one hundred twenty (120) days following the end of each of its fiscal years. The financial statements shall have been prepared, consistently year-over- year and shall be in accordance with the books and records of Company. Any financial information submitted shall be kept confidential by Issuer in accordance with Section 20.

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12.3 Company agrees to provide written notice (a) in advance of any change to its legal name or in the ownership of Company, (b) in advance of any change in the organizational structure of Company, including any merger or reorganization, or sale of substantially all of Company's assets, (c) immediately if Company becomes insolvent or the subject of bankruptcy or insolvency proceedings, or (d) immediately after any appointment of a receiver or trustee for the benefit of creditors of Company.

13. Amendment.

Company agrees that Issuer may change the rates, charges, and other terms of this Agreement, including the Fee Schedule, as well as introduce new terms and fees to the fullest extent permitted under applicable law. Issuer will provide Company with any notice of such change as required by applicable law. Any change in the terms and conditions of the Account may be applied to the outstanding balance on the Account to the extent permitted by applicable law.

14. Term and Termination.

14.1 Term; Termination. This Agreement is effective upon the date of the last signature hereto and will continue for a period of five years (the "Initial Term"), unless earlier terminated pursuant to the terms of the Agreement. After the Initial Term, unless either Party provides written notice of non-renewal to the other Party at least 90 days prior to the end of the then-current term, the term of the Agreement shall automatically renew for successive one-year periods (each, a "Renewal Term" and collectively with the Initial Term, the "Term"). Issuer may terminate this Agreement during the Term for any reason. Issuer shall provide Company with any notice required by applicable law in connection with the exercise of its termination right under this Section 14.1. Company may terminate the Agreement after the Initial Term upon ninety (90) days' prior written notice to Issuer. Issuer's right to terminate this Agreement pursuant to this Section 14 are in addition to Issuer's termination rights otherwise set forth in this Agreement, including without limitation under Section 15

14.2 Termination Fee. In the event of the termination of this Agreement (1) by Issuer for cause, or (2) by Company during the Initial Term (other than for a material breach by Issuer if Issue fails to cure such breach within a reasonable time after receipt of notice thereof), there shall be no refund, in whole or in part, of any payments already made from Company to Issuer, and Company shall make all outstanding payments due prior to the date of termination. Company acknowledges that it would be impractical or extremely difficult to ascertain the actual damages to Issuer in the event that this Agreement is terminated as set forth in the preceding clauses (1) or (2) of this Section. Accordingly, in the event of such termination, Company shall pay a fee for termination ("Termination Fee") equal to: (A) Issuer's actual costs of implementation of the services for Customer under the Agreement, plus (B) an amount equivalent to the standard monthly Card fee multiplied by the number of Cards active during the month prior to receipt of such termination notice, with such product multiplied by the number of months remaining in the Term, plus (C) the average interchange revenue from the applicable merchant pool projected for the remainder of the Initial Term based on Company's average volume during the 12 months preceding receipt of such a termination notice. The Termination Fee shall be liquidated damages, a non-exclusive remedy, and not a penalty. Issuer shall be entitled to recover any costs of collection, including reasonable attorney's fees and costs, incurred in the collection of the Termination Fee. Company acknowledges that Company shall have no right to withhold any payment due as a set-off against alleged claims against Issuer and hereby waives any such claim as a defense or counterclaim to termination by Issuer.

14.3 Obligations Upon Termination. In the event the Agreement is terminated by Company, any rebates payable to Company by Issuer or WEX Inc., as the case may be, shall immediately terminate and the standard fees set forth in Schedule B shall apply for the remainder of the Term. After termination, Issuer shall have a reasonable amount of time to terminate the Account. Company shall not use a Card or the Account to make a purchase after termination of this Agreement. Company shall return to Issuer, or provide verification of the destruction of, all Account numbers or Cards. Company may retain a copy of any records or Account information for archival or data retention purposes.

14.4 Survival. The terms and conditions of this Agreement shall continue to apply until all amounts owing with respect to the Account are paid in full and Company has performed all of its obligations under this Agreement. As a result, after termination, Company remains obligated to pay for all amounts owing on an Account and charged under this Agreement after termination. Section 19 (Arbitration), Section 20 (Confidentiality) and Section 21 (Program Information) shall survive indefinitely.

15. Default by Company.

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15.1 Company will be in "Default" under this Agreement if: (a) Company fails to perform any obligation under this Agreement; (b) a representation or warranty by Company in connection with this Agreement was incorrect or misleading when made; (c) any petition in bankruptcy, insolvency, receivership, or reorganization or proceeding pursuant to any other debtor relief law is filed by or against Company; (d) any order is entered appointing a receiver, custodian, trustee, liquidator, or any other person with similar authority over the assets of Company; (e) there is an insolvency, dissolution, reorganization, or assignment for the benefit of creditors with respect to Company, or any other material adverse change in the financial condition of Company; (f) any adverse judgment, order or award is entered against Company that has a material adverse impact on the financial condition of Company or a detrimental effect on the ability of Company to perform its obligations under this Agreement; (g) Company is in default under any other agreement between Company and Issuer or its affiliates; or (h) any event described in Section 15.1(a) through (g) occurs with respect to any Guarantor or any Guarantor repudiates or otherwise defaults in its obligations under a guaranty.

15.2 If Company is in Default: (a) Company will not have any further right to borrow under this Agreement; (b) Issuer may declare all outstanding amounts under the Account to be immediately due and payable; (c) Issuer may terminate this Agreement; and (d) Issuer will have the right to bring suit and exercise all rights and remedies available under applicable law. In addition, if Company is in Default, Issuer may, in its sole discretion, suspend all services and obligations, shorten the billing cycle, and change the payment terms. A suspension of services or obligations will not be deemed a waiver of any right to terminate this Agreement, whether as a result of the Default to which such suspension of services or obligations relates or otherwise. Company agrees to pay any and all costs (including reasonable attorneys' fees) incurred by Issuer in enforcing Company's obligations under this Agreement.

16. Foreign Transactions.

16.1 Cards are issued for use by Company's operations based in the United States, but may be used in Canada. Company may not distribute a Card to a Person based in a country other than the United States. If a Card is used in any country other than the United States, Company will: (a) be billed in U.S. Dollars; (b) receive reporting in English; and (c) pay the currency conversion fee as reflected in the Fee Schedule.

16.2 Issuer will convert any Transaction made in a foreign currency into a U.S. Dollar amount before the Transaction is posted to the Account. The exchange rate between the Transaction currency (the foreign currency) and the billing currency (U.S. Dollars) used for processing an international Transaction is a rate selected by Issuer using rates available in wholesale currency markets for the date that the Transaction is posted by Issuer, which rate may vary from the rate Issuer itself receives, or the government mandated rate in effect at that time. The conversion rate used on the posting date may differ from the rate applicable on the date of the Transaction.

17. Limitations on Liability.

Issuer shall not be liable for any loss sustained by Company or any other Person resulting from any act or omission by Issuer or any other Person, whether with respect to the exercise or enforcement of its rights or remedies under this Agreement or otherwise, unless the loss is caused by Issuer's gross negligence or willful misconduct. Issuer's liability shall be limited to actual damages incurred by Company as a direct result of Issuer's gross negligence or willful misconduct. Issuer's liability for actual damages shall not exceed the sum of: (a) all fees paid by Company to Issuer under this Agreement in the twelve (12) month period prior to the date when any claim is made against Issuer; plus (b) all other revenue earned by Issuer for all of Company's Transactions made in the twelve (12) months prior to the date of any claim made against Issuer. In no event will Issuer be liable for incidental, special, consequential or punitive damages and Company expressly and unconditionally waives any right to such damages. Except as otherwise required under applicable law, Issuer makes no warranty with respect to goods, products, merchantability, or services purchased with a Card or the Account, or through Issuer. Issuer is not responsible for any failure of a merchant to accept the Account or a Card.

17.1 Issuer is not liable to Company for any loss, liability or damages that Company suffers as a result of, related to, or in any way are connected with any fraud control or purchase restriction measures Issuer elects to implement from time to time, unless such loss, liability or damage is a direct result of Issuer's gross negligence or willful misconduct.

18. Waivers.

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18.1 THE PARTIES AGREE VOLUNTARILY, INTENTIONALLYAND IRREVOCABLY TO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING INSTITUTED IN ANY COURT, ARISING OUT OF THIS AGREEMENT.

18.2 Company waives personal service of process in connection with any action or proceeding commenced by Issuer in connection with this Agreement, and agrees that service may be made by certified mail to the last known address in Issuer's records.

19. ARBITRATION.

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY.

19.1 This section provides that disputes may be resolved by binding arbitration. Arbitration replaces the right to go to court, have a jury trial or initiate or participate in a class action. In arbitration, disputes are resolved by an arbitrator, not a judge or jury. Arbitration procedures are simpler and more limited than in court. This arbitration provision is governed by the Federal Arbitration Act ("FAA"), and shall be interpreted in the broadest way the law will allow.

19.2 Covered Claims. (a) Company or Issuer may arbitrate any claim, dispute or controversy between Company and Issuer arising out of or related to this Account, any previous related Account, the relationship between Company and Issuer, or any other product or service provided by or through Issuer (called "Claims"). In this Arbitration provision, the term "Issuer" includes any of Issuer's affiliates that provide or are involved in providing any products or services to Company and the term "Company" includes any Guarantor. Claims include disputes relating to incentives or benefits relating to the Account. A Person who asserts a Claim, or against whom a Claim may be asserted, that is subject to this Arbitration provision may be referred to as a "Covered Person." (b) If arbitration is chosen by a Covered Person, then no Covered Person will have the right to litigate that Claim in court or have a jury trial on that Claim. (c) Except as stated below, all Claims are subject to arbitration, no matter the legal theory on which they are based on or the remedy (damages, or injunctive or declaratory relief) they seek, including Claims based on contract, tort (including intentional tort), fraud, agency, any Person's negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; Claims made regarding past, present or future conduct; and Claims made independently or with other Claims. This also includes Claims made by or against any Person connected with Company or Issuer, or by a Person making a Claim through Company or Issuer, such as an Account User, employee, agent, representative or an affiliated/parent/subsidiary company.

19.3 Arbitration Limits. (a) Individual Claims filed in a small claims court are not subject to arbitration, as long as the matter stays in small claims court. (b) Claims brought as part of a class action, private attorney general or other representative action can be arbitrated only on an individual basis. The arbitrator has no authority to arbitrate any claim on a class or representative basis and may award relief only on an individual basis. If arbitration is chosen by any Covered Person, the Covered Person asserting the Claim may not pursue the Claim as part of a class action or other representative action. Claims of two (2) or more Persons may not be combined in the same arbitration. However, applicants, Account Users on a single Account and/or related Accounts or corporate affiliates are considered as one Person for these purposes.

19.4 How Arbitration Works. (a) Arbitration shall be conducted by the American Arbitration Association ("AAA") according to this arbitration provision and the applicable AAA arbitration rules in effect when the claim is filed ("AAA Rules"), except where those rules conflict with this arbitration provision. The AAA Rules may be obtained at the AAA's website (www.adr.org) or by calling 800-778-7879. A Covered Person may choose to have a hearing, appear at any hearing by phone or other electronic means, and/or be represented by counsel. Any in-person hearing will be held in the same city as the U.S. District Court closest to Company's billing address. (b) If the AAA is not available to conduct the arbitration, then a Covered Person may petition a court of appropriate jurisdiction to designate an appropriate arbitrator. (c) Arbitration may be requested at any time, even where there is a pending lawsuit, unless a trial has begun or a final judgment entered. A Covered Person does not waive the right to arbitrate by filing or serving a complaint, answer, counterclaim, motion or discovery in a court lawsuit. To choose arbitration, a Covered Person may file a motion to compel arbitration in a pending matter and/or commence arbitration by submitting the required AAA forms and requisite filing fees to the AAA. (d) The arbitration shall be conducted by a single arbitrator in accord with this arbitration provision and the AAA Rules, which may limit discovery. The arbitrator shall not apply any federal or state rules of civil procedure for discovery, but the arbitrator shall honor claims of privilege recognized at law and shall take reasonable steps to protect Account information and other confidential information of a Covered Person if requested to do so. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statute of limitations, and may award damages or other relief under applicable law. (e) The arbitrator shall make any award in writing and, if requested by a Covered Person, shall provide a brief

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statement of the reasons for the award. An arbitration award shall decide the rights and obligations only of the Persons named in the arbitration, and shall not have any bearing on any other Person or dispute.

19.5 Paying for Arbitration. Arbitration fees will be allocated according to the applicable AAA Rules. All Persons are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to a Person based on applicable law.

19.6 The Final Award. (a) Any award by an arbitrator is final unless a Covered Person appeals it in writing to the AAA within thirty (30) days of notice of the award. The arbitration appeal shall be determined by a panel of three (3) arbitrators. The panel will consider all facts and legal issues anew based on the same evidence presented in the prior arbitration, and will make decisions based on a majority vote. Arbitration fees for the arbitration appeal shall be allocated according to the applicable AAA Rules. An award by a panel on appeal is final. A final award is subject to judicial review as provided by applicable law. (b) A final award may be entered in any court of appropriate jurisdiction.

19.7 If any part of this arbitration provision is deemed invalid or unenforceable, the other terms shall remain in force, except that there can be no arbitration of a class or representative Claim. This arbitration provision may not be amended, severed or waived, except as provided in this Agreement or in a written agreement between Company and Issuer.

20. Confidentiality.

All information furnished by either Party or by any affiliate of Issuer in connection with this Agreement will be kept confidential (and will be used by the other Party only in connection with this Agreement), except to the extent that the information: (a) is already lawfully known when received; (b) becomes lawfully obtainable from other sources; (c) is required to be disclosed in any document filed with the Securities and Exchange Commission, the Federal Deposit Insurance Corporation, or any other agency of any government; (d) is disclosed by Issuer to its financial services regulators; (e) is used or disclosed as provided in this Agreement or with the consent of the Person whose information is being used or disclosed; or (f) is required by law to be disclosed, provided that notice of the disclosure has been given (when legally permissible) by the Party proposing to make such disclosure, which notice, when practicable, shall be given sufficiently in advance of the proposed disclosure to permit the other Party to take legal action to prevent the disclosure. Nothing in this section or this Agreement prohibits Issuer from providing any information to its affiliates or third-party servicers related to the operation and maintenance of the business of Issuer and its affiliates, and Company expressly agrees to these disclosures and use of information, provided that such affiliates and third-party servicers agree to maintain the information confidentially and not disclose it to any other parties without Issuer's authorization.

21. Program Information.

Transaction information related to the Account may be provided to merchants who accept the Card as payment for goods and services. Issuer and its affiliates may use and disclose information obtained by Issuer in operating its card programs, including Transaction information and/or identifiable information of the Company (collectively, "Program Information") for the purpose of operating Issuer's and its affiliates' business, delivering, improving, and customizing their respective services, sending communications related to their respective business, and for other legitimate purposes permitted by applicable law. Without limiting the foregoing, Issuer may provide Program Information to its affiliates and third parties which provide goods or services to commercial enterprises and Company understands that Issuer, its affiliates, including but not limited to WEX Inc., and third parties may contact Company to offer additional products or services including, for example, discount networks for certain non-fuel merchant purchases and telematics products designed to assist customers with vehicle tracking and management. If Company chooses to enroll in any such product or service offered by Issuer, its affiliates or a third party, Company may be required to complete additional enrollment forms or agreements, and/or agree to additional terms and conditions (which may include fees for use) with respect to such products or services. For more information on Issuer's privacy policy, please visit the website at: https://www.wexinc.com/privacy-policy/. Issuer and its affiliates may use and disclose Program Information that is not identifiable to Company in industry analytics and other data services or products provided to third parties. Program Information shall be subject to this Section 21 (Program Information) and not Section 20 (Confidentiality).

22. Assignment.

Company may not assign this Agreement or any interest, rights or obligations under this Agreement, without Issuer's prior written consent. Issuer may, in its sole discretion, assign this Agreement and any of its obligations, transfer any right, or delegate any duty of

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performance under this Agreement without further notice. The Person to whom Issuer makes any assignment is entitled to all of Issuer's rights under this Agreement, to the extent that those rights were assigned.

23. Miscellaneous.

23.1 Company may purchase dyed special fuel using its Account or Cards. Company acknowledges that all dyed special fuel purchases will be used exclusively for off- road purposes and according to all applicable laws governing its use. Issuer is not liable in any way for any misuse or mishandling by Company of any dyed special fuel. Upon request from applicable governmental authorities, Issuer may provide information regarding Company's dyed special fuel purchases without prior authorization from Company.

23.2 Issuer may monitor telephone communications between its employees and its customers for service quality purposes. Company consents to such monitoring and recording of telephone communications and agrees to notify employees who may be in telephone contact with Issuer's representatives that periodic monitoring of conversations will occur. Company consents to be contacted by Issuer and its agents, representatives, affiliates, or anyone calling on Issuer's behalf for any and all purposes arising out of or relating to Company's account, at any telephone number, or physical or electronic address provided by Company or an Account User or at which Company or an Account User may be reached. Company agrees that Issuer may contact Company and Account Users in any way, including SMS messages (including text messages), calls using prerecorded messages or artificial voice, and calls and messages delivered using auto telephone dialing system or an automatic texting system. Automated messages may be played when the telephone is answered, whether by an Account User or someone else. In the event that an agent or representative calls, they may also leave a message on Company's or the Account User's answering machine, voice mail, or send one via text.

23.3 Issuer's compliance with this Agreement shall be excused to the extent that any failure or delay in performance by Issuer is attributable, in whole or in part, to causes or circumstances beyond Issuer's reasonable control including, but not limited to, acts of God; civil disturbance; war; acts of government; natural disasters; labor disputes and computer or telecommunication failures.

23.4 This Agreement and any and all claims relating to or arising out of this Agreement, whether sounding in contract, tort, or otherwise, in each case, shall be governed by federal law and, to the extent that state law applies, the laws of the State of Utah.

23.5 If either Party is notified by a state or federal regulatory body that any aspect of the services provided by Issuer or this Agreement does not comply with any applicable law, regulation, rule, policy, or order, then the affected Party shall give the other Party prompt written notice of the non-compliance. Following notice, the affected obligations will be suspended and the failure to perform those obligations will not be deemed a breach of or Default under this Agreement so long as the affected Party is unable to perform due to the notice given by the state or federal regulatory body.

23.6 Nothing contained in this Agreement, or the performance by a Party of its obligations under this Agreement, shall result in the Parties having a partnership, co-venture or agency relationship, except to the extent that a Party is expressly designated to act as an agent of the other Party, or render a Party responsible for the debts, liabilities or obligations of the other Party.

23.7 No delay or omission by Issuer to exercise any right under the Agreement shall impair such right or be construed to be a waiver of any default. The authorization of Transactions shall not constitute any waiver, including of Issuer's rights with respect to such Transaction. Any single or partial exercise of any such right by Issuer shall not preclude other or further exercise thereof or the exercise of any other right. No waiver, amendment, or other variation of the terms, conditions, or provisions of the Agreement shall be binding on Issuer unless in writing, and then only to the extent set forth in such writing.

23.8 No Person other than a Party to this Agreement shall have any right to enforce the terms and conditions of this Agreement. No Person, including an Account User, will be a third party beneficiary of this Agreement.

23.9 Except as otherwise provided in this Agreement, all notices will be in writing and deemed effective when personally delivered or mailed, first class postage prepaid to the appropriate Party at the address set forth in the application for credit or at such other address as the Parties may indicate from time to time. In addition to the notice methods provided above, the Parties agree that a communication: (a) by facsimile to a number identified by the recipient as appropriate for communication under this Agreement; or (b) by email to or from an address normally used by an Account User for business communications, shall be considered to be a "writing" and to be "signed" by the Party transmitting it for all purposes. The Parties agree to waive any claim

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that a transmission does not satisfy any writing or signature requirements under applicable law. The Parties agree that a photocopy or printed copy of a facsimile or email constitutes the "best evidence" and an "original" of such a writing.

23.10 Company agrees that Issuer may: (1) include the name, logo, and success stories of Company on Issuer's website and in press releases, presentations, promotional and sales literature, and advertising materials; and (2) identify Company as a customer in Issuer's published customer list, earnings reports, and in response to third-party inquiries.

23.11 If any portion of this Agreement is held to be invalid, the remaining portions shall remain in full force and effect and shall continue to be binding upon the parties (except as specifically provided in Section 19 (Arbitration)).

23.12 This Agreement, any notices in connection with this Agreement, and any guaranty of Company's obligations under this Agreement constitutes the entire agreement among the Parties and supersedes all prior agreements, understandings, and arrangements, oral or written, among the Parties with respect to the subject matter hereof.

NOW THEREFORE, the parties hereto have executed this Agreement as of the dates set forth below and made it effective as of the date of last signature.

[SAMPLE ONLY – NOT FOR EXECUTION]

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Schedule A

Definitions

"Account" means the charge card account provided to Company by Issuer. An Account may be accessed by a Card or an account number.
"Account User" means Company or any other Person that Company has notified Issuer is authorized to use the Account or a Card in accordance with the requirements and procedures established by Issuer from time to time.
"Billing Cycle" means the time interval between the dates of Company's regular billing statements. Company's first Billing Cycle may be shorter than other Billing Cycles. All credit terms will apply in each Billing Cycle including the first Billing Cycle.
"Affiliate" means entities that directly or indirectly (either presently or in the future and/or in the future through one or more intermediaries) control, are controlled by, or are under common control with Company.
"Business Day" means any day other than a Saturday, Sunday, or other day on which banking institutions in Utah are generally authorized or required by law or executive order to close.
"Card" means a plastic card provided by Issuer that may be used to access an Account.
"Controls" are a set of authorization tools designed to assist Company with managing Transactions.
"Credit Limit" is the amount of credit assigned to Company's Account as established by Issuer from time to time.
"DIN" means the identification number associated with an Account User or Card.
"Due Date" means the date the repayment of the balance of the Account is due as provided on a billing statement.
"Fee Schedule" means the List of Fees included as Schedule B.
"Guarantor" means any Person who guarantees the obligations of Company under this Agreement.
"Party" means Bank or Company and "Parties" means Issuer and Company. "Person" means an individual, corporation, partnership, limited liability company, trust or other organization.
"Transaction" means the use of a Card or Account to buy goods or services at a merchant that accepts the Card or Account.
"Unauthorized Use" means the use of the Account or a Card by a Person who does not have actual, implied or apparent authority for such use, and from which the Company receives no benefit.

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Schedule B

1. List of Fees

Set-up Fee	$40.00
Monthly Card Charge	Up to $2.00 per card[1]
Replacement Card	$2.00 per card[3]
International Currency Conversion Fee	2% of the total transaction value
Reproduced Reports	$25.00 per request
General Research Fee	$15.00 per hour
Expedited Shipping Fees	Cost varies
Returned Payment Fee	$50.00 per occurrence
Reactivation Fee	$50.00 per occurrence (max monthly fee of $50.00)
Truck Stop Fee	Up to $3.00 per card swipe at a diesel pump[1]
Program Maintenance Charge	Up to $0.05 per gallon[2]
Paper Delivery Fee	$10.00 per month for paper invoicing and reporting

[1]Actual charges to be applied to your account will be disclosed on your billing statement.
[2]May be applied in arrears on your billing statement. Actual charges to be applied to your account will be disclosed on your billing statement.
[3]A fee of $3.00 may apply for chip-enabled cards.

Pricing for additional products and services is available upon request or reflected on the enrollment forms or in the terms of use that Company must agree to in order to receive the additional products and services.

2. Billing and Payment:

Billing and payment of all charges made using the Program are subject to the following:

A. Billing Cycle: Monthly
B. Due: [14] calendar days from billing date appearing on invoice.

In the event that you have participating Subs and Affiliates, all entities will have the same billing cycle and payment term.

3. Financial Incentives:

Definitions:

I. "Monthly Gallons" shall mean all gallons of fuel purchased using Cards at retail locations that are billed during a calendar month. Fuel purchased by participating Affiliates shall be included in the Monthly Gallon calculation. Fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, Travel Center of America and Pilot) and large general merchandise retail chain locations (i.e., "big box stores") stores is excluded from the Monthly Gallon amount for purposes of determining the applicable rebate percentage to apply. Due to billing cycle cut off dates and monthly calendar variances invoices for a particular month may contain transactions from the previous month and they may not contain all transactions that occurred during the month in which Company was invoiced.

II. "Monthly Retail Transactions" shall mean the total amount of all purchases made using Cards at retail (not bulk, aviation, mobile or private site) locations that appear on invoices billed to Company and any applicable Affiliates in a calendar month. Monthly Retail Transactions shall not include: (i) those amounts representing credits, disputed items, fees, late fees or charges posted to your accounts (such as returned check fees, collection costs, administrative fees and reporting fees); (ii) fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, Travel Center of America and Pilot); (iii) transactions that were billed to you as a repriced transaction (either cost-plus or retail minus) at select merchants; (iv) amounts posted to an Account which has been disputed or associated with a Card that has been reported lost or stolen; or (v) transactions at any large general merchandise retail chain locations

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(i.e., "big box stores"). Due to billing cycle cut off dates and monthly calendar variances invoices may contain transactions from the previous month and they may not contain all transactions that occurred during the month in which Company was invoiced.
Issuer shall pay to Company a rebate subject to the terms and conditions defined below. Company understands that it is possible to qualify for either, neither, or both a Volume Rebate or Payment Timing Rebate.

A. Volume Rebate

GALLONS TO DETERMINE BASIS POINTS REBATE
Issuer shall pay a monthly rebate, in the accordance with the below Rebate Table, off all qualified Monthly Retail Transactions charged to Company's accounts on the Program.

Rebate Table (Monthly)

Gallons	Rebate Factor

Conditions: The Volume Rebate set forth herein is expressly conditioned on the following:

1. your Monthly unit of measure totaling at least the minimum amount appearing in the Rebate Table;

2. utilization of centralized billing by you and if applicable, by each of your Affiliates (i.e. one bill, one payment for each entity); and

3. our receipt of payment in full by the payment due date appearing on the invoice.

Calculation
Issuer shall commence calculating the Volume Rebate on the first day of the first billing cycle after this Agreement becomes effective. The Volume Rebate will be calculated by determining the applicable Rebate Factor, then by determining that Company and if applicable, the participating Affiliates have met the conditions above thereby qualifying for payment of a Volume Rebate. Lastly, for each qualifying entity, Issuer shall multiply the Rebate Factor by the total dollar amount of that entity's qualified Monthly Retail Transactions to determine the Rebate to be paid. In the event that there are participating Affiliates, if one such Affiliate does not qualify to receive a Rebate, it does not mean that the other entities that did qualify will not receive their rebate payment.

Payment
Volume Rebates for international transactions shall be paid at a rate of 50% of the applicable Rebate Factor. Volume Rebates shall be paid monthly in arrears.

B. Payment Timing Rebate:

In addition to the Volume Rebate set forth above, Company may qualify for an additional rebate based upon Issuer receiving payment prior to the payment due date.

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Subject to the express conditions below, Issuer will issue a monthly rebate in accordance with the below Payment Timing Table off all Monthly Retail Transactions charged to Company's accounts (the "Payment Timing Rebate"). Company shall select the billing cycle and payment frequency for the Agreement by placing an X in the "Election" column in the Payment Timing Table below.

Payment Timing Table:

Election	Payment Timing Options	Basis Points (Rebate Factor)	Payment Timing
	Daily Billing and Daily Payment	13 basis points (0.13%)	Payment received via Direct Debit* in full daily (i.e. every Business Day).
	Tri Monthly Billing and Payment	11 basis points (0.11%)	Payment received in full tri-monthly via Direct Debit* (on the 10th calendar day, 20th calendar day and 1st Business Day of the next month).
	Weekly Billing/Weekly Payment	9 basis points (0.09%)	Payment received via Direct Debit* and posted in full by the 7th calendar day after the date appearing on Company's weekly billing statement.
	14 Day Billing/14 Day Payment	6 basis points (0.06%)	Payment received and posted in full by the 14th calendar day after the date appearing on Company's weekly billing statement.
	Monthly Payment (5th of the month)	5 basis points (0.05%)	Payment received and posted to account in full by the 5th calendar day of the month for the prior month's billing statement.
	Monthly Payment (10th of the month)	2 basis points (0.02%)	Payment received and posted to account in full by the 10th calendar day of the month for the prior month's billing statement.

Payments must be received and posted in the WEX systems in accordance with the option selected in order for the Payment Timing Incentive to apply.

*In order to receive these discounts, Company or any applicable Affiliate must permit Issuer to directly debit their bank account ("Direct Debit"). This discount will be applied at the time Issuer debit's the Company's Account. In order to enroll in the Direct Debit program Company must complete a Direct Debit Enrollment Form.

Conditions
The Early Pay Rebate set forth herein is expressly conditioned on the following: (1) Receipt of payment in accordance with the option set forth in the Payment Timing Table (above); and (2) utilization of centralized billing and centralized payment by Company and each of the Company's Affiliates (i.e. one bill, one payment for each entity).

Calculation
Issuer shall commence calculating the Payment Timing Rebate on the first day of the first billing cycle after this Agreement becomes effective. The Payment Timing Rebate will be calculated by determining the Payment Timing and the applicable Rebate Factor, then by multiplying the Rebate Factor by the total dollar amount of Monthly Retail Transactions for each participating entity.

Payment
Payment Timing Rebates for international transactions shall be paid at 50% of the applicable Rebate Factor. Payment Timing Rebates shall be paid to each qualifying entity monthly in arrears.

Cost of Lending Adjustment

Issuer may, in its sole discretion, decrease the applicable Rebate Factor set forth above with respect to the Volume Rebate (as adjusted by the Payment Timing Rebate, if any) by the applicable percentage (the "Adjustment Rate") set forth in the table below for every 0.5% (50 basis points) by which the Federal Funds Rate exceeds 5.25%.

BILLING/INVOICING FREQUENCY	ADJUSTMENT RATE

SAMPLE

Weekly	0.01% (1 basis point)
Bi-Weekly	0.02% (2 basis points)
Monthly	0.05% (5 basis points)

Subsequent to any decrease pursuant to this section, if the EFFR decreases, Issuer may, in its sole discretion, increase the Rebate Factor by the same Adjustment Rate. However, the Volume Rebate (as adjusted by the Payment Timing Rebate, if any) set forth above is the maximum Volume Rebate that Issuer will pay to Company, regardless of changes to the EFFR.

Issuer will evaluate the EFFR on a quarterly basis (based on calendar year) on the last day of the relevant quarter, and will apply the Adjustment Rate, if applicable, to the Volume Rebate with respect to the subsequent quarter.

By completing and signing this Schedule, you represent and warrant that you have the authority to bind the Company to this Schedule. This Schedule will become effective upon execution by Issuer.

COMPANY NAME:

By: _____

Name: _____

Title: _____

Date: _____

WEX BANK

By: _____

Name: _____

Title: _____

Date: _____

SAMPLE

Vendor Inclusion & Diversity Program Introduction

WEX is the global commerce platform that simplifies the business of running a business. Our success has long been tied to our commitment to celebrating the differences in our people and encouraging our people to be their most authentic selves. We also acknowledge that building a sustainable company requires an intentional and continual focus on diversity & inclusion in everything we do. With that focus, we are in the process of establishing our official Vendor Inclusion & Diversity Program.

Our Vendor Inclusion journey has just begun. Our goal for the program is to enable WEX to optimize diverse suppliers to improve our operations, meet our customer needs and support our commitment to corporate social responsibility. Below we have included more information about our program and links for those interested in connecting with WEX's Vendor Inclusion Program.

Program Mission & Vision

Vision: To be an industry leader in Vendor Inclusion & Diversity by being:

- Intentionally inclusive in our identification of vendors.
- Consciously unbiased in our evaluation and selection of vendors.
- Developing diverse vendors to be successful at WEX.

Mission: To build a global vendor inclusion program that makes diversity and equality an integral part of how we purchase - creating mutually beneficial relationships with businesses owned by people from historically underrepresented communities. To refine and optimize WEX's procurement processes to drive intentional inclusion of diverse businesses and build reporting and transparency to help diverse businesses compete equally and effectively in the marketplace.

Contact Us:

Email: VendorInclusion@wexinc.com
Interested in meeting with Vendor Inclusion, please use this link to schedule a time.

Definitions & Terminology

The initial scope will be U.S. spend but will evolve to our global spend as our program grows.
We currently define diverse businesses as companies that **are certified** by a third party as being at least 51% owned, operated and managed by historically underrepresented groups. This includes*:

- Racial and ethnic minorities (Black, LatinX, Asian and Indigenous people),
- Women,
- People with disabilities,
- LGBTQ, and
- Veterans including service-disabled veterans

Vendor Inclusion & Diversity Program Introduction

Certification - Certification is when a diverse-owned organization employs a third-party certification agency to validate their diversity category and ownership status.

Certification organizations* include:

- WBENC (Women's Business Enterprise National Council): certifies woman-owned business enterprises;
- NMSDC (National Minority Business Development Council): certifies minority-owned business enterprises;
- NVBDC (National Veteran Business Development Council) or NaVOBA (National Veteran Owned Business Association): certifies veteran-owned small businesses, verified by Veteran Affairs;
- Disability:IN : certifies disability-owned business enterprises;
- NGLCC (National LGBT Chamber of Commerce): certifies LGTBQ-owned business enterprises.

**There are many state and local certification agencies that we will also accept. The Small Business Administration classifies small businesses through a largely self-identifying process. To be included in WEX Vendor Diversity reporting third party certification is required and the organizations listed above are preferred.*

U.S. Definitions:

Minority-Owned - A business that is at least 51% owned by, and whose management and daily business operations are controlled by, one or more members of a socially and economically disadvantaged minority group, namely U.S. citizens who are African Americans (Black), Hispanic Americans, Native Americans, Asian-Pacific Americans, Alaskan Native Americans, and Indian Sub-Continent Americans.

Minority Business Enterprise (MBE) - A Minority Business Enterprise usually certified by a federal, state, or local government agency as having met all of the government standards that award eligibility.

Women-Owned - A business that is at least 51% owned by, and whose management and daily business operations are controlled by, one or more women who are U.S. citizens. Woman Business Enterprise (WBE) - A Women Business Enterprise usually certified by a federal, state or local government agency as having met all of the government standards that award eligibility.

Veteran Owned - A business that is at least 51% owned by one or more veterans, who control and operate the business. The term "veteran" (38 U.S.C.'101(2)) means a person who served in the active military, naval, or air service, and who was discharged or released there from under conditions other than

Disabled Veteran Business Enterprise (DVBE) - A disabled veteran recognized by the state of California means a veteran of the U.S. military, naval, or air service, with a service-connected disability of at least 10% or more and who is a California resident. The enterprise must be at least 51% owned by disabled veterans and conduct daily business management and control. The home office cannot be a branch or subsidiary of a foreign corporation, foreign firm or other foreign-based

Vendor Inclusion & Diversity Program Introduction

Disadvantaged Veteran Enterprise (DVE) - Disadvantaged Veteran Enterprise – A business that is a small business concern owned and controlled by veterans, where not less than 51% is owned, controlled and managed by veterans. As defined in (38 U.S.C. '101(2)) See veteran definition.

Service Disabled Veteran Enterprise (SDV) – A business that a veteran with a disability that is service connected. The term "service connected" means, with respect to disability or death, that such disability was incurred or aggravated, in the line of duty in the active military, naval or air service. (38 U.S.C. '101(16).

Veteran Business Enterprise (VBE) - Under SBA Guidelines Small Business Act (PL 85-536) as amended states: Small Business Concerns owned and controlled by veterans not less than 51% owned by one or more veterans and in the case of a publicly owned business not less than 51% of the stock is owned by one or more veterans.

Disabled Owned - A business that is a least 51% owned by one or more disabled persons who control and operate the business. Control in this context means exercising the power to make policy decisions and operate means to be actively involved in the day-to-day management of the business.

LGBTQ Owned (LGBTQ) – A business that is at least 51% owned and operated by a LGBTQ person(s).

Veteran Owned - A business that is a least 51% owned by one or more veterans, who control and operate the business. Country exceptions: Israel, Taiwan

Disabled Owned - A business that is at least 51% owned by one or more disabled persons who control and operate the business. Control in this context means exercising the power to make policy decisions and operate means to be actively involved in the day-to-day management of the business.

LGBTQ-Owned – A business that is at least 51% owned and operated by one or more LGBTQ person(s).

Status	Brand	Brand (Gas)	Speedway: Store #
Open	Speedway	Speedway	**9393**
Open	Speedway	Speedway	9704
Open	SuperAmerica	Speedway	9398
Open	Speedway	Speedway	9332
Open	Speedway	Speedway	9395
Open	Speedway	Speedway	9621
Open	Speedway	Speedway	9658
Open	Speedway	Speedway	9675
Open	Speedway	Speedway	**9677**
Open	Speedway	Speedway	9591
Open	Speedway	Speedway	9728
Open	Speedway	Speedway	**9651**
Open	Speedway	Speedway	**9593**
Open	Speedway	Speedway	9512
Open	Speedway	Speedway	**9402**
Open	Speedway	Speedway	9397
Open	Speedway	Speedway	**9394**
Open	Speedway	Speedway	9334
Open	Speedway	Speedway	9667
Open	Speedway	Speedway	9596
Open	Speedway	Speedway	9699

Emergency sites in red

Address	City	State	Zip	Phone	County
2290 Elkhorn Road	Lexington	KY	40505-4818	(859)293-5842	Fayette
447 East New Circle Road	Lexington	KY	40505-2618	(859)293-5836	Fayette
3393 Tates Creek Road	Lexington	KY	40502-3407	(859)268-4104	Fayette
911 Beaumont Centre Parkway	Lexington	KY	40513-1701	(859)223-5655	Fayette
2301 Paris Pike	Lexington	KY	40505-1963	(859)293-2361	Fayette
2490 Nicholasville Road	Lexington	KY	40503-3157	(859)278-2777	Fayette
900 Winchester Road	Lexington	KY	40505-3933	(859)254-4182	Fayette
819 South Limestone	Lexington	KY	40508-3222	(859)252-6994	Fayette
1401 Leestown Road	Lexington	KY	40511-2041	(859)253-4704	Fayette
2301 Versailles Road	Lexington	KY	40504-1605	(859)233-9798	Fayette
3660 Boston Road	Lexington	KY	40514-1545	(859)223-4469	Fayette
5360 Athens Boonesboro Road	Lexington	KY	40509-9491	(859)263-5279	Fayette
2900 Richmond Road	Lexington	KY	40509-1713	(859)266-4218	Fayette
515 Euclid Ave	Lexington	KY	40502-1735	(859)266-6390	Fayette
2997 Liberty Road	Lexington	KY	40509-4338	(859)264-1660	Fayette
1281 East New Circle Road	Lexington	KY	40505-4248	(859)255-3736	Fayette
1001 Georgetown Road	Lexington	KY	40511-1069	(859)389-8027	Fayette
2910 Tates Creek Road	Lexington	KY	40502-2924	(859)269-3885	Fayette
716 North Broadway	Lexington	KY	40508-1402	(859)255-6299	Fayette
246 Southland Drive	Lexington	KY	40503-1933	(859)278-8337	Fayette
803 South Broadway	Lexington	KY	40504-2601	(859)253-1773	Fayette

Long Lat (Latitude)	Long Lat (Longitude)	Location Type	Car Wash	Diesel	Emergency Site
38.0417	-84.4242	C-Store	FALSE	Yes	Yes
38.0561	-84.4608	C-Store	FALSE	Yes	No
37.9933	-84.49601	C-Store	TRUE	Yes	No
38.0141	-84.5551	C-Store	FALSE	Yes	No
38.079	-84.4504	C-Store	FALSE	Yes	No
38.00119	-84.51966	C-Store	FALSE	Yes	No
38.0415	-84.4711	C-Store	FALSE	Yes	No
38.03268	-84.50955	C-Store	FALSE	No	No
38.06438	-84.52028	C-Store	FALSE	Yes	Yes
38.0469	-84.5522	C-Store	FALSE	Yes	No
37.98	-84.551	C-Store	FALSE	Yes	No
37.96359	-84.39198	Fuel Stop	FALSE	No	Yes
38.0065	-84.452	C-Store	FALSE	Yes	Yes
38.0341	-84.4954	C-Store	FALSE	Yes	No
38.0101	-84.4229	C-Store	TRUE	Yes	Yes
38.02962	-84.4519	C-Store	FALSE	Yes	No
38.07576	-84.50704	Fuel Stop	FALSE	Yes	Yes
38.0077	-84.4957	C-Store	FALSE	Yes	No
38.05797	-84.48643	C-Store	FALSE	Yes	No
38.0136	-84.5214	C-Store	FALSE	No	No
38.04142	-84.51258	C-Store	FALSE	Yes	No

Bid 26-2024
Front Line Mobile Tech
Front Line Mobile Tech
Supplier Response

Event Information

Number: Bid 26-2024
Title: Vehicle Equipment Installation
Type: Competitive Bid
Issue Date: 2/14/2024
Deadline: 2/28/2024 02:00 PM (ET)
Notes: ONLY ONLINE BIDS WILL BE ACCEPTED FOR THIS SOLICITATION. PRICING SHOULD BE SUBMITTED ON THE LINE ITEMS TAB ONLY. PRICING WITHIN SUBMITTALS WILL NOT BE ACCEPTED AND MAY MAKE YOUR BID NON-RESPONSIVE.

PLEASE UPLOAD YOUR DOCUMENTS AS ONE FILE.

Contact Information

Contact: Jessica Allinder
Address: Procurement
Government Center Building
200 East Main Street
Lexington 40507
Email: jallinder@lexingtonky.gov

Front Line Mobile Tech Information

Contact: Joe Lyons
Address: 195 S FORBES RD
LEXINGTON, KY 40511
Phone: (859) 357-0170 x101
Email: jlyons@frontlinemobiletech.com
Web Address: frontlinemobiletech.com

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.

Joseph Lyons
Signature

jlyons@frontlinemobiletech.com
Email

Submitted at 2/28/2024 09:30:51 AM (ET)

Response Attachments

LFUCG Install Bid.pdf

Contract Information Front Line Mobile Tech

Bid Attributes

1	**Bid package** Have you completed and attached your bid package? This is a contractual agreement and required for all bids. ☑ YES

Bid Lines

1	Total install per unit including graphic package and any delivery charge applicable Quantity: 1 UOM: EA	***No Bid***
2	Total install per unit without graphic package and any delivery charge applicable Quantity: 1 UOM: EA Price: $3,900.00 Total: $3,900.00	
3	Complete kit for Chevrolet Tahoe, current year or newer Quantity: 1 UOM: EA	***No Bid***
4	Front Quarter Panel (DS or PS) Quantity: 1 UOM: EA	***No Bid***
5	Front Door (DS or PS) Quantity: 1 UOM: EA	***No Bid***
6	Rear Door (DS or PS) Quantity: 1 UOM: EA	***No Bid***

7	Rear Quarter Panel (DS or PS) Quantity: 1 UOM: EA	***No Bid***
8	Rear Lift Gate Wrap Quantity: 1 UOM: EA	***No Bid***
9	Rear Lift Gate Lexington Lettering Quantity: 1 UOM: EA	***No Bid***
10	Windshield Graphic Quantity: 1 UOM: EA	***No Bid***
11	LEXINGTON Panel (Rockers) Quantity: 1 UOM: EA	***No Bid***
12	Unit Number Panels (4-digit, pre-spaced) Quantity: 1 UOM: EA	***No Bid***
13	Unit Number (Single digits) Quantity: 1 UOM: EA	***No Bid***
14	Roof Number Panels (4-digit, pre-spaced) Quantity: 1 UOM: EA	***No Bid***
15	Roof Numbers (Single-digit) Quantity: 1 UOM: EA	***No Bid***
16	Installation only Quantity: 1 UOM: EA	***No Bid***
17	Complete re-marking Quantity: 1 UOM: EA	***No Bid***
18	Other installation *(Line excluded from response total)* Quantity: 1 UOM: Hourly Rate Price: $75.00 Total: $75.00	

Response Total: $3,900.00

LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Procurement — Date of Issue: February 14, 2024

INVITATION TO BID # 26-2024 Vehicle Equipment Installation

Bid Opening Date: **February 28, 2024** **Bid Opening Time: 2:00 PM**
Address: All bids must be submitted on line at https://lexingtonky.ionwave.net/

Type of Bid: Price Contract

Pre Bid Meeting: N/A Pre Bid Time: N/A
Address: N/A

Sealed bids will ONLY be received online at https://lexingtonky.ionwave.net/ until **2:00 PM**, prevailing local time on **2/28/2024**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Lexington, KY

Check One:	**Proposed Delivery:**
Y Bid Specifications Met ____ Exceptions to Bid Specifications. *Exceptions shall be itemized and attached to bid proposal submitted.*	7 days after acceptance of bid.

Procurement Card Usage—The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? Y Yes ____ No

To expedite award, the forms in this document should be completed and uploaded with your bid.

Submitted by: FRONT LINE MOBILE TECH
Firm Name

195 S. FORBES RD
Address

LEXINGTON KY 40511
City, State & Zip

Bid must be signed: GENERAL MANAGER
Signature of Authorized Company Representative – Title

JOSEPH LYONS
Representative's Name (Typed or printed)

859-357-0170
Area Code - Phone – Extension *Fax #*

JLYONS@FRONTLINEMOBILETECH.COM
E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, Joseph Lyons, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Joseph Lyons and he/she is the individual submitting the bid or is the authorized representative of Front Line Mobile Tech, the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid 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. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder 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. Bidder 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 Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder 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. [signature]

STATE OF KY

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Joseph Lyons on this the 28th day of February, 2024

My Commission expires: 02/20/27

Israel Hernandez
Notary ID: KYNP67327
Kentucky-Fayette County
Exp: February 20, 2027

[signature]
NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to **www.Energystar.gov**). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to **www.Greenseal.org** to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes _____ **No**_____

II. Bid Conditions

A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.

B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.

C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.

D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal

or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.

E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Procurement. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.

F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.

G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.

H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.

I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.

J. All bids mailed must be submitted in the Ion Wave online portal at https://lexingtonky.ionwave.net/

K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.

L. A certified check or Bid Bond in the amount of **XX** percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.

N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.

O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.

P. All material furnished hereunder must be in full compliance with OSHA regulations.

Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.

R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.

S. 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.

T. 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 provisions of the non-discrimination 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 timetable.

(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 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 to 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 work-force 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. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

(1) Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and

(2) Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid 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 bid 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 bid 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 bid processes. If, based on this review, a bid 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 bid recommendation must be filed within 3 business days of the bid 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.

III. Procurement Contract Bid Conditions

A. The terms of this agreement shall be for **1** year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional **1** year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

B. Price Changes **(Space Checked Applies)**

(XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.

() 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.

() 3. See bid specifications.

C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.

D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.

E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.

F. No substitutions for articles specified herein may be made without prior approval of the Division of Procurement.

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 disability.*
- 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: T*he 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, veteran status, disability and age.

Signature

FRONTLINE MOBILE TECH
Name of Business

GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.

4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, 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 bidder in the preparation of its response.

6. Changes/Alterations: Bidder 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 bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response 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 bid response".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.

8. Bribery Clause: By his/her signature on its response, bidder 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 bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.

10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, 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 its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder 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 bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.

12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice

period is negotiated prior to contract approval. 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 selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG 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 bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.

16. Governing Law: This bid request and bid 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 matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.

17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder 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 bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.

18. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.

19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.

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.

21. If any term or provision of this bid 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.

_____ _____

Signature Date

WORKFORCE ANALYSIS FORM

Name of Organization: FRONTLINE MOBILE TECH

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		2	2														
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians		2															
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: JOSEPH LJONS G.M. **Date:** 2 / 14 / 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

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 MBE/WBE's, and 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 Certified MBE/WBE's and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Procurement of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov

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.

h. 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.

i. 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.

LEXINGTON

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 th status of the business.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, https://lexingtonky.diversitycompliance.com/

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

LEXINGTON

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**

LEXINGTON

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**

LEXINGTON

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. **Failure to submit this form may cause rejection of the bid.**

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**

LEXINGTON

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 Addr	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**

LEXINGTON

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

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**

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.

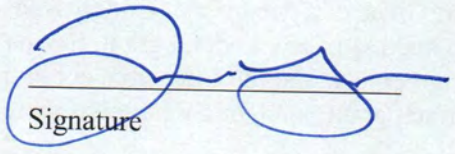
b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails 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

2/14/2024

Date

Lexington-Fayette Urban County Government
Division of Police

SPECIFICATION FOR VEHICLE EQUIPMENT INSTALLATION

The following specifications are for the Chevrolet Police Tahoe 4WD 4DR

The Division of Police will provide the equipment to be installed but will not supply the wire, connectors, fuse holder, grounding blocks or fuses.

New Patrol Vehicle and Emergency Equipment

ITEM	PART#
2023 to current Model Police Chevrolet Tahoe 4WD 4DR	
Brother Car Adapter Hard Wired 14FT	LB3692
Brother Pocket Jet 7	PJ762
Emergency Hammer	FE334
Fire Extinguisher with Vehicle Bracket	ABC
First Aid Kit	326 Piece
Havis Arm Rest	C-ARM-105
Havis Computer Side Pole (for Dock) (Tahoe)	C-HDM-204
Havis Console for Chevrolet Tahoe	C-VSW-1005-TAH-PM
Havis Cup Holder (Tahoe)	C-CUP2-I
Havis Tilt Swivel Device	C-MD-112
Kendall Sharps Container	KEN8303SA
Mobile Data Computer (TBD)	
Panoroma Sharkee Antenna GPSB AFGB-832 C23F-5M	GPSB AFGB-832 C23F-5M
Panoroma Sharkee Antenna Cables for Dock	C29T-5SJ C32SP-5T C23FP-5T
Setina Cage Prisoner Restraint 10-XL / 12VS Front and Rear Partitions	PK1152TAH15 / PK0316TAH152ND
Streamlight Direct Wire DC Cord	22050
StreamLight Flashlight Charger - Small	75100
TAIT Radio Mobile 800Mhz P25	TAIT TM9455
Whelen Light Bar/Siren Legacy System w/CANCT3, CANCTL2 &CC5K2-Cantrol, Control Head & OBD harness, 25 ft cable length, SA315P w/SAK70-Siren speaker with Tahoe bracket	GB2SP3J
Whelen Tahoe Grill Mount (4)	IONBKT9
Whelen Blue Wide Angle ION (4) in Front Grill	WION*
Whelen Blue Wide Angle ION (1) in Rear Drivers side cargo window	WION*
Whelen Blue Wide Angle ION (1) in Rear Passenger side cargo window	WION*
Whelen Red Wide Angle ION (2) in Front Grill	WION*
Whelen White LED Mini "T" ION w/Chrome Flange (2)	TLMIC/TIONMFC
Whelen Red "T" ION (2) Drivers Side Running Board	TLI*
Whelen Blue "T" ION (2) Passenger Side Running Board	TLI*
Whelen Blue "T" ION (1) Installed on Drivers Side Left of license plate	TLI*
Whelen Blue "T" ION (1) Installed on Passenger Side Right of license plate	TLI*
Whelen Blue "T" ION (1) Installed left side of license plate factory light	TLI*

Whelen Blue "T" ION (1) Installed right side of license plate factory light	TLI*
Whelen Blue "T" ION (1) on interior cargo lift gate	TLI*
Truck Vault Cargo Box	T-CHTAHS1-21N-TR-PP
Drivers side fender light	TLI*
Passenger fender light	TLI*
Whelen rear DUO inner edge.	BS548
Prowatt Sinewave inverter and remote switch	

ALL EQUIPMENT WILL NEED TO BE PICKED UP IN LEXINGTON SEPERATELY FROM PICKING UPTHE VEHICLE TO BE UPFITTED. THE EQUIPMENT WILL NOT BE SENT WITH THE VEHICLE.

Please log in to your Ionwave account to submit pricing for the following:

Total install per unit including graphic package & any delivery charge applicable
Total install per unit without graphic package & any delivery charge applicable

Vehicle storage:

Fenced or garage protected. A representative from the Technical Services Unit will conduct onsite inspection of where the vehicles will be stored prior to any vehicle taken to the vendor.

Items required that the Vendor supply:

All necessary wiring, connectors, harnesses, relays, fuses, fuse holders and mounting hardware.

Types of connectors fuse panels and wire required to use are listed below

- MX-150 connectors
- 12 circuit Blue Sea fuse holder with cover
- GXL wire

Any deviation from listed items must be approved by Division of Police TSU personnel in writing.

Equipment Installation Requirements

Proper installation of the equipment requires the installer to have a good understanding of automotive electronics systems and procedures.

All equipment to be installed needs to be properly and safely installed to the manufactures recommendation.

The installer assumes full responsibility for proper mounting of the equipment and location of the installed equipment specified by Technical Services Unit based on providing ultimate safety to all passengers of the vehicle.

If mounting the equipment requires drilling holes the installer must be sure that no vehicle components or other vital parts could be damaged by the drilling process. Check both side of the mounting surface before drilling

begins. Also de-burr the holes and remove any metal shards or remnants. Install grommets into all wire passage holes.

All supplies wire that connects to the positive terminal of the battery must be sized to supply at least 125% of the maximum operation current and be fused at the battery to carry that load.

Connect the fuse wire to the positive terminal on the battery. There must not be more than two feet of the wire between the fuse and the battery.

For the equipment to operate at optima efficiency a good electrical connection must be made. No splices unless approved by a representative with the Technical Services Unit Allconnection needs to be terminated by the installer to the manufactures recommendation.

For the equipment to operate at optima efficiency a good electrical connection to chassis ground must be made. The recommended procedure requires the equipment ground wire to be connected directly to the negative battery post.

Do not install the equipment or route any wire in the deployment areas of the air bag. Equipment mounted or located in the air bag deployment area will damage or reduce the effectiveness of the air bag or become a projectile that could cause serious personal injury or death. Refer to the vehicle owner's manual for the air bag deployment area.

If the equipment uses a remote device for activation or control, make sure that the device is located in an area that allows both the vehicle and device to be operated safely in any driving condition.

All wiring shall follow factory wiring routes and not deviate from the wiring schemes and directions from the Technical Services Unit. Further wiring diagrams will be provided upon bid award.

No wiring should be pulled tight due to short wire length, wiring path followed or by cable tie in a way that restricts motion of moveable items or limits access to connectors.

Equipment type, brand or location will be installed as directed by the schematics and directions of the Technical Services Unit. Installation guides and pictures will be provided by Technical Services Unit.

No tapping or splicing into factory or equipment wires unless directed by a Technical Services Unit technician (e.g. factory horn ring loop).

All interior and exterior connections shall use Molex MX-150 sealed connectors. If there are any slots not being used on the connector the vendor SHALL plug all open ports with an MX-150 Plug. Example of connectors Lexington uses Molex MX-150- 2way, 3 way, 4 way, 6 way, 2x2, 16 way and a 20 way connector.

All wire SHALL be GXL type of the color, gauge as directed by the schematics.

Wires shall be wrapped in loom were required by Lexington, examples are in the grill area of the vehicle and for wire management to the core installed on the cargo box and underneath the vehicle where the wires are exposed for the running board lights.

All vehicles will be inspected and returned for correction if any of the above directions are not followed.

Overlooked installation problems do not relieve the installers of issues not found during the inspection.

A. Items mounted to the Chevrolet Tahoe Cargo Box

a. **Truck Vault Equipment Equipment/Gun Box**
b. **Whelen Core Siren System**
c. **Cinch 5 Position Ground Block**
d. **Horn Relay Interface – Automotive type**
e. **Delphi Fuse Holder – 4 Position ATC**

B. Items in *console area*

a. **Tait Dash Mount Radio and Remote Speaker**
b. **MDC docking Station**
c. **Havis Console w/ Arm Rest – Cup Holder – Computer Side Mount – 12v Outlets – Relocate Factory Audio and USB Connectors**
d. **Cinch Console Ground Block**
e. **Radar Power and Speed Connector**
f. **Flashlight Charger and Connector**
g. **Brother Pocket Jet printer Installed in Havis Console**
h. **Delphi Fuse Holder – 4 Position ATC**
i. **Setina Prisoner Cage**

C. *Exterior*

a. **Whelen IONs LED lights in the Grill – 4 total**
b. **Whelen TIONs Qty 2 in each running board**
c. **Whelen Legacy Lightbar**
d. **Whelen TIONs license plate LEDs – Qty 2**
e. **Whelen Headlight Flasher**
f. **Whelen Siren Driver/Speaker w/ Bracket**
g. **Whelen White LED "Mini "T" ION w/Chrome Flange -Grill**
h. **Whelen Blue & Red Wide Angle "T" ION mounted in rear spoiler**
i. **Whelen TIONs Fender LEDs Passenger and Driver (1) each side – Total Qty 2**
j. **Whelen TION LED Qty 2 – Lift Lights**
k. **Sharkee Antenna for GPS, Radio and Cellular connection**

D. Interior Lighting

a. **Whelen TION LED – Qty 1 – Lift Gate Work Light**
b. **Whelen Red ION mounted in left rear cargo window**
c. **Whelen Blue ION mounted in right rear cargo window**
d. **Whelen rear DUO Inner Edge mounted inside rear cargo glass**

E Miscellaneous

a. **Fire Extinguisher**
b. **Emergency Hammer**
c. **First Aid Kit**

Example of Wire Lexington requires the vendor to use. All Wire colors must be followed by the vendor on every vehicle. NO EXCEPTIONS

COLOR WIRE	FUNCTION	LENGTH IN FEET
	2021 PATROL TAHOE	
WHT/BLU 20AWG	BACKLIGHT	10
GRY 20AWG	DOCK TRIGGER	12
Gray/Orange 20AWG	HIGHBEAM FLASHER	
Grey/Black 20 AWG	IP DIMMING	
RED 18AWG	FLASHLIGHT CHARGER	12
BLU 18AWG	FROM CONSOLE TO TRAY RELAY PIN 30	12
VIO 18AWG	FROM CONSOLE TO TRAY RELAY PIN 87A	12
BLK ZIP 22AWG	FROM RADIO SPEAKER OUTPUT WIRE TO CANTROL	14
WHT/BLU 20AWG	DAYTIME RUNNING LIGHTS DS	24
WHT/VIO 20AWG	DAYTIME RUNNING LIGHTS PS	32
BLK 18AWG	GM RELAY 3 AND 4 CONTROL - COIL	11
Orange 14AWG	LOAD + RELAY3	14
GREEN	GREEN EXPANSION MOD COMMUNICATION	14
WHT/BLK 20AWG	HORN RELAY PIN 85	1' 9"
WHT/BRN * 20AWG	HORN RING TO PIN 87 RELAY	1' 9"
RED/WHT 20AWG	IGN. TO CANTROL	10
GRY/WHT 20AWG	LICENSE PLATE TION DS	11
WHT 20AWG	LICENSE PLATE TION PS	12
YEL	LIFT GATE TION DS	12

20AWG		
GRY/VIO 20AWG	LIFT GATE TION PS	12
GRN 14AWG	ONE HOLE TO FACTORY GM WIRING	2
ORN * 14AWG	ONE HOLE TO FACTORY GM WIRING	2
WHT/RED 20AWG	PARK DETECT	12
RED/BLK ZIP 18AWG	PRINTER FACTORY WIRE	ADD 17"
WHT/BRN* 18AWG	RADAR POWER	12
WHT/ORN 20AWG	REAR FLASH (BCM)	12
YEL/ORG 20AWG	RUNNINGBOARD FRONT DS	16
YEL/GRN 20AWG	RUNNINGBOARD FRONT PS	12
ORG * 20AWG	RUNNINGBOARD REAR DS	20
GY/BLU 20AWG	RUNNINGBOARD REAR PS	16
YEL/BLK 20AWG	SIDE CARGO LIGHT DS	9
YEL/BRN 20AWG	SIDE CARGO LIGHT PS	7
BRN 18AWG	SIREN JUMPER TO CONSOLE	13
ORN * 18AWG	SIREN JUMPER TO CONSOLE	13
WHT/GRN 20AWG	WORK LIGHT IN LIFT GATE	12
WHITE/GRAY 20AWG	SHIELD EXPANSION MOD COMMUNICATIONS	
WHITE/BLACK 20AWG	SURVEILLANCE MODE	
GRAY 20AWG	GRAY EXPANSION MOD COMMUNICATIONS	
GREEN 14AWG	RELAY 4 + LOAD	

LFUCG DIVISION OF POLICE
REFLECTIVE VEHICLE GRAPHICS

The Division of Police will not provide the materials for this part of the bid – the vendor will supply the labor and materials.

SCOPE: This specification outlines the minimum requirements for a reflective automotive graphic kit designed to fit a variety of Police vehicles including patrol cars, SUV's, motorcycles, boats, etc.

PRINTED GRAPHIC MATERIAL REQUIREMENTS: The base sheeting shall be 3M 680 CR series film, a highly flexible, self-adhesive retro-reflective cast PVC film specially designed for high quality fleet vehicle graphic applications that has a positional, pressure-activated adhesive, premium laminate overcast and a total thickness of .01 to .02 inches.

Color Matching:
Blue – PMS 286C ("Lexington Blue")
Black – 3M 9705 with halftone
Red – to match 3M 680-72
White – unprinted 3M IJ680-10 white

PATROL VEHICLE GRAPHIC DESIGN AND ENGINEERING REQUIREMENTS: All graphic panels are to be engineered and produced so that each panel fits within a specific body panel (i.e. Front Door) and does not require

cutting of the graphic during the installation. These cuts should allow for tolerance from vehicle to vehicle. Excess premask is to be included to act as a positioning aid and it is to conform to the body features of the vehicle. All decals shall be kiss cut, pre-spaced, and pre-masked. All decal segments must be in one (1) piece, splicing is NOT acceptable.

The vendor will provide graphic design artwork or adapt original design artwork, including any setup required. Any fee associated with this requirement should be included in the bid cost. Graphic design artwork, related products and files are copyrighted property of the Lexington Division of Police. This includes but is not limited to reproduction, derivative, distribution, and display rights without written consent from the Lexington Division of Police.

WARRANTY: All items provided under this contract shall be warranted for 5 years against fading, cracking or peeling. Written proof of the 3M Matched Component System warranty shall be submitted with bid proposal. In the case of warranty, the vendor will be responsible for providing replacement graphics and any required removal/installation at no charge to the Division of Police.

ADDITIONAL QUALIFICATIONS OF BIDDERS: Bids will be accepted only from vendors with a minimum of 1 year experience selling or manufacturing fleet graphics. Vendor production capabilities must ensure that the successful bidder be able to modify the decal design in support of Division of Police needs and accommodate changes in the make and body style of selected police vehicles. Successful vendor must also demonstrate capability to provide graphics for additional vehicle types not specifically listed, including specialty units, trucks, boats, aircraft, etc. Successful vendor agrees to submit a complete set of sample decals to Division of Police for approval, prior to beginning a production run.
Successful vendor agrees to provide on-site application instructions, assistance, or training to LFUCG employees performing decal application. All costs related to such training shall be at vendor's expense.

PATROL SUV DESIGN: **2021 Police Chevrolet Tahoe**

The kit is to be designed and printed so that any panel for a 2021 Chevrolet Tahoe will fit any other 2021 Chevrolet Tahoe taking into consideration any tolerances from vehicle to vehicle. This will allow mixing of parts (within a particular vehicle model) as necessary during installation or when vehicles require repair. All lettering is to be all capital letters and in the Eurobold typeface. Each panel must be printed as one piece with no seam. This stripe is to be printed in sections to fit the fenders, front door and rear door. Applied within the stripping is the Division of Police shield. ALL SECTIONS MUST BE CONSISTENT SO AS TO ENSURE WHEN ANY ONE ELEMENT/SECTION IS APPLIED TO A VEHICLE THE STRIPES WILL MATCH UP WITHOUT A DISCERNABLE VARIANCE OR DIFFERENCE IN WIDTH, ALIGNMENT OR COLOR BETWEEN THE TWOELEMENTS/SECTIONS.

ITEM A –Unit Numbers (Left and Right Front Quarter Panel and Rear Lift Gate) Panel of four blue numbers, 8.75" x 2.5", is to be provided for the upper left and right side of the front quarter panel and one panel of white numbers for upper right side of rear lift gate.

ITEM B – Front Quarter Panels (Left and Right)
The reflective stripe panel is approximately 56in x 10.5in. From top to bottom the stripe is black, fading to solid blue in the center and fading back to black at the bottom.

ITEM C – Front Door (Left and Right)
The reflective stripe panel is approximately 10.5 inches in height at its tallest point and approximately 48 inches long. From top to bottom the stripe is black, fading to solid blue in the center and fading back to black at the bottom with the letters "POL" on the driver side and "ICE" on the passenger side showing in white base material.

ITEM D – Rear Door (Left and Right)
The reflective stripe panel is approximately 10.5 inches in height at its tallest point and approximately 43.5 inches long. From top to bottom the stripe is black, fading to solid blue in the center and fading back to black atthe bottom with the letters "ICE" on the driver side and "POL" on the passenger side in white base material showing.

ITEM E – Rear Quarter Panel (Left and Right)
The reflective stripe panel is approximately 15.25 inches in height at its tallest point and approximately 42.5 inches long. From top to bottom the stripe is black, fading to solid blue in the center and fading back to black at the bottom. At the rear of the panel near the tail-light assembly shall be the numbers "911" that extend over the top of the stripe by approximately 1 inch in white base material showing. The word "EMERGENCY" in red is below the 911.

ITEM F – Rear Lift Gate Wrap
The lift gate wrap is approximately 17 inches in height and 61 inches long. The lettering is to be in the style and colors for the front door lettering. From top to bottom the stripe is black, fading to solid blue in the center and fading back to black at the bottom with "POLICE" lettering 32.5 inches wide and 3.75 inches tall centered on lower half showing in white base material.

ITEM G – Rear Lift Gate Lexington Lettering
The rear lift gate Lexington Lettering will be approximately 26.5 x 2.5 inch lettering "LEXINGTON" centered on the upper lift gate between the hatch trim and glass. Lettering is blue with black drop shadow, same as Item J.

ITEM H – LEXINGTON POLICE DEPARTMENT Shield
The shield (badge) is to be incorporated in ITEM B, the Front Quarter Panel, and is a High-Resolution photographic quality reproduction of the LFUCG Division of Police breast badge. This shield is 10.5 inches tall by 9 inches wide maintaining proportion to the actual badge. Successful Vendor will be responsible for successfully reproducing the shield graphic from a digital photograph to be provided by LFUCG Division of Police. This photograph will be furnished to the apparent low bidder and must be returned, along with proof sample, within fifteen (15) working days after notification prior to award of contract. To ensure conformity, a full-size sample must be presented to the LFUCG Division of Police prior to award. An artist rendering or drawing is not acceptable.

ITEM I – Windshield Graphic
Pre-spaced lettering is to read POLICE (reversed) in white, approximately 3 inches in height by 29 inches in width.

ITEM J – LEXINGTON Panel (Along Rockers)

A separate panel to read LEXINGTON approximately 52 inches in length by 4.5 inches in height shall be provided for each side. Lettering is blue with black drop shadow. It will be centered 1 inch above the bottom body line and centered between the bottom left corner of the front door and bottom right corner of the rear door (DS), and the bottom right corner of the front door and bottom left corner of the rear door (PS).

ITEM K – Unit Roof Numbers
Each graphic kit shall include the Roof Number panel consisting of four digits measuring 15 inches tall x 34 inches wide positioned 10 inches to the rear of the light bar and proportionally sized for legibility by Police air units. They are to be standard 3M 680-85 black. All panels are to be shipped loose and separate from the graphics kit.

ITEM I -- American Flag installed on Driver and Passenger Side C-Pillar. The Flag is approximately 5.5 inches in length and approximately 3 inches in height.

PACKAGING SPECIFICATIONS – Chevrolet Tahoe:
Each graphic kit is to consist of 3 sets of Unit Numbers, Front Quarter Panel (DS & PS), Front Door (DS & PS), Rear Door (DS & PS), Rear Quarter Panel (DS & PS), Rear Lift Gate Wrap, Rear Lift Gate Lettering, 2 sets of Lexington Panel (DS & PS), and (1) set of Roof Numbers. The kit is to be thermal sealed in a polybag and packaged in such a way to ensure no folding, wrinkling and/or Premask/Liner pop off the graphic. Due to the size, Item K (roof number panels) for each kit are to be packaged separately

PART LABELING: Each Graphic Panel is to be labeled as to vehicle side and position as applicable (i.e. Driver Side Front Quarter Panel)

"SPARE PARTS" are to be packaged separately, such as all right front quarter panels, packaged together.

INSTALLATION INSTRUCTIONS: Detailed installation instructions are to be provided showing step by step procedures, including pictorial views to aid in proper installation techniques.

DELIVERY: Not more than 30 Days after receipt of order. Pick up and delivery of the vehicle from PoliceTechnical Services unit will be the vendor's responsibility and SHALL be included in the total upfit cost of the vehicle.

GENERAL INFORMATION: Photographs of current decal kit are available. Bidders may inspect a Patrol Tahoe to verify color and sizes by contacting the LFUCG Division of Police - Fleet Liaison. IT WILL BE THE RESPONSIBILITY OF THE VENDOR TO VIEW THE DECAL ON THE VEHICLE, SAMPLE PACKAGES WILL NOT BE MAILED OUT.

PRICING – enter pricing on the line items tab in Ionwave. Once you have completed and uploaded your bid package, you will need to click "yes" on the attributes tab.

Complete Kit for **Chevrolet Tahoe**, current year or newer

Front Quarter Panel (DS or PS)
For any quantity

Front Door (DS or PS)
For any quantity

Rear Door (DS or PS)
For any quantity

Rear Quarter Panel (DS or PS)
For any quantity

Rear Lift Gate Wrap
For any quantity

Rear Lift Gate Lexington Lettering
For any quantity

Windshield Graphic
For any quantity

LEXINGTON Panel (Rockers)
For any quantity

Unit Number Panels (4-digit, pre-spaced)
For any quantity

Unit Number (Single digits)
For any quantity

Roof Number Panels (4-digit, pre-spaced)
For any quantity

Roof Numbers (Single-digit)
For any quantity

DELIVERY: 7 Days ARO

Installation Option Chevrolet Tahoe: As needed, the successful vendor will be requested to install graphics kits on specific Patrol Vehicles. Vendor is required to complete installations within 5 calendar days after orders are placed.

Installation only:	Cost per vehicle
Complete Re-marking:	Cost per vehicle
Other Installation:	Cost per hour

Bid Evaluation: All bids will be evaluated on a best value basis considering price **and** delivery. The total of all price items listed in the above specification (Complete installations, unit prices and installation options) will be used as the basis for the price component. Delivery (Days ARO) will be used as the basis for the delivery component. If vendors submit a range for delivery (example: 4 to 6 days), the higher number will be used in the evaluation.

Weighted Score Price Calculation: Best Price/Price*Total Number of Points
Weighted Score Delivery Calculation: Best Delivery Time/Delivery* Total Number of Points
Total Points: Weighted Score Price + Weighted Score Delivery

	Company A	Company B	Company C	Company D
Price	$ 4,000.00	$ 3,900.00	$ 3,200.00	$ 5,500.00
Total Number of Points	70	70	70	70
Best Price	$ 3,200.00	$ 3,200.00	$ 3,200.00	$ 3,200.00
Weighted Score Price	56.00	57.44	70.00	40.73

Delivery (days ARO)	1.00	7.00	10.00	1.00
Total Number of Points	30	30	30	30
Best Delivery Time	1.00	1.00	1.00	1.00
Weighted Score Delivery	30.00	4.29	3.00	30.00
Total Points	86.0000	61.7216	73.0000	70.7273

In the example shown above, Company A would be awarded as the respondent with the highest total points.

RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

(2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

(5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND 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
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, $1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	$500,000.00

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 a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless deemed not to apply by LFUCG.

d. 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.

e. 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. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR 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.

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.

00470806

Bid 26-2024
L & W Emergency Equipment
Supplier Response

Event Information

Number: Bid 26-2024
Title: Vehicle Equipment Installation
Type: Competitive Bid
Issue Date: 2/14/2024
Deadline: 2/28/2024 02:00 PM (ET)
Notes: ONLY ONLINE BIDS WILL BE ACCEPTED FOR THIS SOLICITATION. PRICING SHOULD BE SUBMITTED ON THE LINE ITEMS TAB ONLY. PRICING WITHIN SUBMITTALS WILL NOT BE ACCEPTED AND MAY MAKE YOUR BID NON-RESPONSIVE.

PLEASE UPLOAD YOUR DOCUMENTS AS ONE FILE.

Contact Information

Contact: Jessica Allinder
Address: Procurement
Government Center Building
200 East Main Street
Lexington 40507
Email: jallinder@lexingtonky.gov

L & W Emergency Equipment Information

Contact: Lance Roe
Address: 250 East Court Street
Lawrenceburg, KY 40342
Phone: (502) 839-6334
Fax: (502) 839-5410
Email: Lance@lwoutfitters.com
Web Address: www.sirenwarehouse.com

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.

Lance M Roe
Signature

lance@lwoutfitters.com
Email

Submitted at 2/23/2024 11:21:57 AM (ET)

Response Attachments

Lex bid 26-2024.pdf

Bid 26-2024 Response

Bid Attributes

1	**Bid package** Have you completed and attached your bid package? This is a contractual agreement and required for all bids. ☑ YES

Bid Lines

1	Total install per unit including graphic package and any delivery charge applicable	Quantity: 1	UOM: EA	Price: $3,975.00	Total:	$3,975.00
2	Total install per unit without graphic package and any delivery charge applicable	Quantity: 1	UOM: EA	Price: $3,225.00	Total:	$3,225.00
3	Complete kit for Chevrolet Tahoe, current year or newer	Quantity: 1	UOM: EA	Price: $750.00	Total:	$750.00
4	Front Quarter Panel (DS or PS)	Quantity: 1	UOM: EA	Price: $60.00	Total:	$60.00
5	Front Door (DS or PS)	Quantity: 1	UOM: EA	Price: $85.00	Total:	$85.00
6	Rear Door (DS or PS)	Quantity: 1	UOM: EA	Price: $85.00	Total:	$85.00

7	Rear Quarter Panel (DS or PS)					
	Quantity: 1	UOM: EA	Price:	$85.00	Total:	$85.00
8	Rear Lift Gate Wrap					
	Quantity: 1	UOM: EA	Price:	$85.00	Total:	$85.00
9	Rear Lift Gate Lexington Lettering					
	Quantity: 1	UOM: EA	Price:	$30.00	Total:	$30.00
10	Windshield Graphic					
	Quantity: 1	UOM: EA	Price:	$15.00	Total:	$15.00
11	LEXINGTON Panel (Rockers)					
	Quantity: 1	UOM: EA	Price:	$40.00	Total:	$40.00
12	Unit Number Panels (4-digit, pre-spaced)					
	Quantity: 1	UOM: EA	Price:	$15.00	Total:	$15.00
13	Unit Number (Single digits)					
	Quantity: 1	UOM: EA	Price:	$4.00	Total:	$4.00
14	Roof Number Panels (4-digit, pre-spaced)					
	Quantity: 1	UOM: EA	Price:	$65.00	Total:	$65.00
15	Roof Numbers (Single-digit)					
	Quantity: 1	UOM: EA	Price:	$18.00	Total:	$18.00
16	Installation only					
	Quantity: 1	UOM: EA	Price:	$100.00	Total:	$100.00
17	Complete re-marking					
	Quantity: 1	UOM: EA	Price:	$850.00	Total:	$850.00
18	Other installation *(Line excluded from response total)*					
	Quantity: 1	UOM: Hourly Rate	Price:	$50.00	Total:	$50.00

Response Total: $9,487.00

LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Procurement

Date of Issue: February 14, 2024

INVITATION TO BID # 26-2024 Vehicle Equipment Installation

Bid Opening Date: **February 28, 2024** **Bid Opening Time: 2:00 PM**
Address: All bids must be submitted on line at https://lexingtonky.ionwave.net/

Type of Bid: Price Contract

Pre Bid Meeting: N/A Pre Bid Time: N/A
Address: N/A

Sealed bids will ONLY be received online at https://lexingtonky.ionwave.net/ until **2:00 PM**, prevailing local time on **2/28/2024**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Lexington, KY

Check One:	**Proposed Delivery:**
✓ Bid Specifications Met ____ Exceptions to Bid Specifications. *Exceptions shall be itemized and attached to bid proposal submitted.*	1 days after acceptance of bid.

Procurement Card Usage—The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? ____ Yes ✓ No

To expedite award, the forms in this document should be completed and uploaded with your bid.

Submitted by: L & W Emergency Equip.
Firm Name
250 E. Court St.
Address
Lawrenceburg Ky 40342
City, State & Zip

Bid must be signed: [signature] - President
Signature of Authorized Company Representative – Title

Lance Roe
Representative's Name (Typed or printed)
502 839 6334 —
Area Code - Phone – Extension *Fax #*
lance@lwoutfitters.com
E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, Lance Roe, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Lance Roe and he/she is the individual submitting the bid or is the authorized representative of L+W Emergency Equipment, the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid 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. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder 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. Bidder 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 Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder 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. LR

STATE OF Kentucky

COUNTY OF Anderson

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

My Commission expires: 3/14/24

Beth Willoughby 47055
NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to **www.Energystar.gov**). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to **www.Greenseal.org** to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes ✓ **No**_____

II. Bid Conditions

A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.

B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.

C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.

D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal

or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.

E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Procurement. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.

F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.

G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.

H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.

I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.

J. All bids mailed must be submitted in the Ion Wave online portal at https://lexingtonky.ionwave.net/

K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.

L. A certified check or Bid Bond in the amount of **XX** percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.

N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.

O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.

P. All material furnished hereunder must be in full compliance with OSHA regulations.

Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.

R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.

S. 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.

T. 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 provisions of the non-discrimination 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 timetable.

(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 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 to 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 work-force 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. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

(1) Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and

(2) Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid 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 bid 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 bid 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 bid processes. If, based on this review, a bid 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 bid recommendation must be filed within 3 business days of the bid 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.

III. Procurement Contract Bid Conditions

A. The terms of this agreement shall be for **1** year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional **1** year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

B. Price Changes **(Space Checked Applies)**

(XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.

() 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.

() 3. See bid specifications.

C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.

D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.

E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.

F. No substitutions for articles specified herein may be made without prior approval of the Division of Procurement.

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 disability.*

- 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: T*he 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, veteran status, disability and age.

Signature

L&W Emergency Equipment
Name of Business

GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.

4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, 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 bidder in the preparation of its response.

6. Changes/Alterations: Bidder 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 bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response 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 bid response".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.

8. Bribery Clause: By his/her signature on its response, bidder 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 bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.

10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, 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 its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder 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 bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.

12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice

period is negotiated prior to contract approval. 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 selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG 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 bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.

16. Governing Law: This bid request and bid 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 matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.

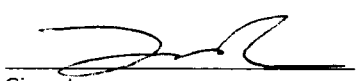
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would,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

18. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.

19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.

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.

21. If any term or provision of this bid 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.



Signature

1·23·24

Date

WORKFORCE ANALYSIS FORM

Name of Organization: L+W Emergency Equip.

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		1														1	
Professionals																	
Superintendents																	
Supervisors		1	1													1	1
Foremen																	
Technicians		19		1												20	
Protective Service																	
Para-Professionals																	
Office/Clerical			2														2
Skilled Craft																4	
Service/Maintenance			1														1
Total:		25	4	1												26	4

Prepared by: Ruth Willoughby, GM **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

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 MBE/WBE's, and 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 Certified MBE/WBE's and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Procurement of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov

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.

h. 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.

i. 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.

LEXINGTON

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.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, https://lexingtonky.diversitycompliance.com/

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

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 26-2024

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.	N/A	Not MWDBE		
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.

L&W Emergency Equip
Company

2.23.24
Date

Beth Willoughby
Company Representative

GM
Title

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 26-2024

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.		N/A		
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.

L+W BM. Equip.
Company

2.23.24
Date

Beth Willoughby
Company Representative

BM
Title

LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 26-2024

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. **Failure to submit this form may cause rejection of the bid.**

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.		N/A			
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.

L&W Emp. Equip.
Company

2.29.24
Date

Beth Whaley
Company Representative

Bm
Title

LEXINGTON

MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference # 26-2024

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	Contact Person
Lt W Emergency Equip	Lance Roe
Address/Phone/Email 250 E Court St. Lawrenceburg Ky lance1wontfitters.com	Bid Package / Bid Date 26-2024

MWDBE Company Addr	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

NA

(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.

Lt W Em. Equip.
Company

2.23.24
Date

Ruth Willoughby
Company Representative

GM
Title

LEXINGTON

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 # 26-2024

Total Contract Amount Awarded to Prime Contractor for this Project_____

Project Name/ Contract # 26-2024	**Work Period/ From:** **To:**
Company Name: L & W Emergency Equip.	**Address:** 250 E Court St. Lawrenceburg KY 40342
Federal Tax ID: 11-3726580	**Contact Person:** Ben Willoughby / Lance Roe

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
			NA				

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.

L & W
Company

Ben Willoughby
Company Representative

12.23.24
Date

GM
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote #_____ 26-2024

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.

L&W Emergency Equip.
Company

2.23.24
Date

Beth Willoughby
Company Representative

Bm
Title

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.

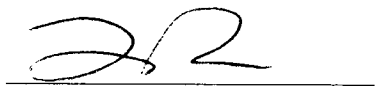
b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails 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

2.23.24

Date

Lexington-Fayette Urban County Government
Division of Police

SPECIFICATION FOR VEHICLE EQUIPMENT INSTALLATION

The following specifications are for the Chevrolet Police Tahoe 4WD 4DR

The Division of Police will provide the equipment to be installed but will not supply the wire, connectors, fuse holder, grounding blocks or fuses.

New Patrol Vehicle and Emergency Equipment

ITEM	PART#
2023 to current Model Police Chevrolet Tahoe 4WD 4DR	
Brother Car Adapter Hard Wired 14FT	LB3692
Brother Pocket Jet 7	PJ762
Emergency Hammer	FE334
Fire Extinguisher with Vehicle Bracket	ABC
First Aid Kit	326 Piece
Havis Arm Rest	C-ARM-105
Havis Computer Side Pole (for Dock) (Tahoe)	C-HDM-204
Havis Console for Chevrolet Tahoe	C-VSW-1005-TAH-PM
Havis Cup Holder (Tahoe)	C-CUP2-I
Havis Tilt Swivel Device	C-MD-112
Kendall Sharps Container	KEN8303SA
Mobile Data Computer (TBD)	
Panoroma Sharkee Antenna GPSB AFGB-832 C23F-5M	GPSB AFGB-832 C23F-5M
Panoroma Sharkee Antenna Cables for Dock	C29T-5SJ C32SP-5T C23FP-5T
Setina Cage Prisoner Restraint 10-XL / 12VS Front and Rear Partitions	PK1152TAH15 / PK0316TAH152ND
Streamlight Direct Wire DC Cord	22050
StreamLight Flashlight Charger - Small	75100
TAIT Radio Mobile 800Mhz P25	TAIT TM9455
Whelen Light Bar/Siren Legacy System w/CANCT3, CANCTL2 &CC5K2-Cantrol, Control Head & OBD harness, 25 ft cable length, SA315P w/SAK70-Siren speaker with Tahoe bracket	GB2SP3J
Whelen Tahoe Grill Mount (4)	IONBKT9
Whelen Blue Wide Angle ION (4) in Front Grill	WION*
Whelen Blue Wide Angle ION (1) in Rear Drivers side cargo window	WION*
Whelen Blue Wide Angle ION (1) in Rear Passenger side cargo window	WION*
Whelen Red Wide Angle ION (2) in Front Grill	WION*
Whelen White LED Mini "T" ION w/Chrome Flange (2)	TLMIC/TIONMFC
Whelen Red "T" ION (2) Drivers Side Running Board	TLI*
Whelen Blue "T" ION (2) Passenger Side Running Board	TLI*
Whelen Blue "T" ION (1) Installed on Drivers Side Left of license plate	TLI*
Whelen Blue "T" ION (1) Installed on Passenger Side Right of license plate	TLI*
Whelen Blue "T" ION (1) Installed left side of license plate factory light	TLI*

Whelen Blue "T" ION (1) Installed right side of license plate factory light	TLI*
Whelen Blue "T" ION (1) on interior cargo lift gate	TLI*
Truck Vault Cargo Box	T-CHTAHS1-21N-TR-PP
Drivers side fender light	TLI*
Passenger fender light	TLI*
Whelen rear DUO inner edge.	BS548
Prowatt Sinewave inverter and remote switch	

ALL EQUIPMENT WILL NEED TO BE PICKED UP IN LEXINGTON SEPERATELY FROM PICKING UPTHE VEHICLE TO BE UPFITTED. THE EQUIPMENT WILL NOT BE SENT WITH THE VEHICLE.

Please log in to your Ionwave account to submit pricing for the following:

Total install per unit including graphic package & any delivery charge applicable
Total install per unit without graphic package & any delivery charge applicable

Vehicle storage:

Fenced or garage protected. A representative from the Technical Services Unit will conduct onsite inspection of where the vehicles will be stored prior to any vehicle taken to the vendor.

Items required that the Vendor supply:

All necessary wiring, connectors, harnesses, relays, fuses, fuse holders and mounting hardware.

Types of connectors fuse panels and wire required to use are listed below

- MX-150 connectors
- 12 circuit Blue Sea fuse holder with cover
- GXL wire

Any deviation from listed items must be approved by Division of Police TSU personnel in writing.

Equipment Installation Requirements

Proper installation of the equipment requires the installer to have a good understanding of automotive electronics systems and procedures.

All equipment to be installed needs to be properly and safely installed to the manufactures recommendation.

The installer assumes full responsibility for proper mounting of the equipment and location of the installed equipment specified by Technical Services Unit based on providing ultimate safety to all passengers of the vehicle.

If mounting the equipment requires drilling holes the installer must be sure that no vehicle components or other vital parts could be damaged by the drilling process. Check both side of the mounting surface before drilling

begins. Also de-burr the holes and remove any metal shards or remnants. Install grommets into all wire passage holes.

All supplies wire that connects to the positive terminal of the battery must be sized to supply at least 125% of the maximum operation current and be fused at the battery to carry that load.

Connect the fuse wire to the positive terminal on the battery. There must not be more than two feet of the wire between the fuse and the battery.

For the equipment to operate at optima efficiency a good electrical connection must be made. No splices unless approved by a representative with the Technical Services Unit Allconnection needs to be terminated by the installer to the manufactures recommendation.

For the equipment to operate at optima efficiency a good electrical connection to chassis ground must be made. The recommended procedure requires the equipment ground wire to be connected directly to the negative battery post.

Do not install the equipment or route any wire in the deployment areas of the air bag. Equipment mounted or located in the air bag deployment area will damage or reduce the effectiveness of the air bag or become a projectile that could cause serious personal injury or death. Refer to the vehicle owner's manual for the air bag deployment area.

If the equipment uses a remote device for activation or control, make sure that the device is located in an area that allows both the vehicle and device to be operated safely in any driving condition.

All wiring shall follow factory wiring routes and not deviate from the wiring schemes and directions from the Technical Services Unit. Further wiring diagrams will be provided upon bid award.

No wiring should be pulled tight due to short wire length, wiring path followed or by cable tie in a way that restricts motion of moveable items or limits access to connectors.

Equipment type, brand or location will be installed as directed by the schematics and directions of the Technical Services Unit. Installation guides and pictures will be provided by Technical Services Unit.

No tapping or splicing into factory or equipment wires unless directed by a Technical Services Unit technician (e.g. factory horn ring loop).

All interior and exterior connections shall use Molex MX-150 sealed connectors. If there are any slots not being used on the connector the vendor SHALL plug all open ports with an MX-150 Plug. Example of connectors Lexington uses Molex MX-150- 2way, 3 way, 4 way, 6 way, 2x2, 16 way and a 20 way connector.

All wire SHALL be GXL type of the color, gauge as directed by the schematics.

Wires shall be wrapped in loom were required by Lexington, examples are in the grill area of the vehicle and for wire management to the core installed on the cargo box and underneath the vehicle where the wires are exposed for the running board lights.

All vehicles will be inspected and returned for correction if any of the above directions are not followed.

Overlooked installation problems do not relieve the installers of issues not found during the inspection.

A. Items mounted to the Chevrolet Tahoe Cargo Box

a. **Truck Vault Equipment Equipment/Gun Box**
b. **Whelen Core Siren System**
c. **Cinch 5 Position Ground Block**
d. **Horn Relay Interface – Automotive type**
e. **Delphi Fuse Holder – 4 Position ATC**

B. Items in *console area*

a. **Tait Dash Mount Radio and Remote Speaker**
b. **MDC docking Station**
c. **Havis Console w/ Arm Rest – Cup Holder – Computer Side Mount – 12v Outlets – Relocate Factory Audio and USB Connectors**
d. **Cinch Console Ground Block**
e. **Radar Power and Speed Connector**
f. **Flashlight Charger and Connector**
g. **Brother Pocket Jet printer Installed in Havis Console**
h. **Delphi Fuse Holder – 4 Position ATC**
i. **Setina Prisoner Cage**

C. Exterior

a. **Whelen IONs LED lights in the Grill – 4 total**
b. **Whelen TIONs Qty 2 in each running board**
c. **Whelen Legacy Lightbar**
d. **Whelen TIONs license plate LEDs – Qty 2**
e. **Whelen Headlight Flasher**
f. **Whelen Siren Driver/Speaker w/ Bracket**
g. **Whelen White LED "Mini "T" ION w/Chrome Flange -Grill**
h. **Whelen Blue & Red Wide Angle "T" ION mounted in rear spoiler**
i. **Whelen TIONs Fender LEDs Passenger and Driver (1) each side – Total Qty 2**
j. **Whelen TION LED Qty 2 – Lift Lights**
k. **Sharkee Antenna for GPS, Radio and Cellular connection**

D. Interior Lighting

a. **Whelen TION LED – Qty 1 – Lift Gate Work Light**
b. **Whelen Red ION mounted in left rear cargo window**
c. **Whelen Blue ION mounted in right rear cargo window**
d. **Whelen rear DUO Inner Edge mounted inside rear cargo glass**

E Miscellaneous

a. **Fire Extinguisher**
b. **Emergency Hammer**
c. **First Aid Kit**

Example of Wire Lexington requires the vendor to use. All Wire colors must be followed by the vendor on every vehicle. NO EXCEPTIONS

COLOR WIRE	FUNCTION	LENGTH IN FEET
	2021 PATROL TAHOE	
WHT/BLU 20AWG	BACKLIGHT	10
GRY 20AWG	DOCK TRIGGER	12
Gray/Orange 20AWG	HIGHBEAM FLASHER	
Grey/Black 20 AWG	IP DIMMING	
RED 18AWG	FLASHLIGHT CHARGER	12
BLU 18AWG	FROM CONSOLE TO TRAY RELAY PIN 30	12
VIO 18AWG	FROM CONSOLE TO TRAY RELAY PIN 87A	12
BLK ZIP 22AWG	FROM RADIO SPEAKER OUTPUT WIRE TO CANTROL	14
WHT/BLU 20AWG	DAYTIME RUNNING LIGHTS DS	24
WHT/VIO 20AWG	DAYTIME RUNNING LIGHTS PS	32
BLK 18AWG	GM RELAY 3 AND 4 CONTROL - COIL	11
Orange 14AWG	LOAD + RELAY3	14
GREEN	GREEN EXPANSION MOD COMMUNICATION	14
WHT/BLK 20AWG	HORN RELAY PIN 85	1' 9"
WHT/BRN * 20AWG	HORN RING TO PIN 87 RELAY	1' 9"
RED/WHT 20AWG	IGN. TO CANTROL	10
GRY/WHT 20AWG	LICENSE PLATE TION DS	11
WHT 20AWG	LICENSE PLATE TION PS	12
YEL	LIFT GATE TION DS	12

20AWG		
GRY/VIO 20AWG	LIFT GATE TION PS	12
GRN 14AWG	ONE HOLE TO FACTORY GM WIRING	2
ORN * 14AWG	ONE HOLE TO FACTORY GM WIRING	2
WHT/RED 20AWG	PARK DETECT	12
RED/BLK ZIP 18AWG	PRINTER FACTORY WIRE	ADD 17"
WHT/BRN* 18AWG	RADAR POWER	12
WHT/ORN 20AWG	REAR FLASH (BCM)	12
YEL/ORG 20AWG	RUNNINGBOARD FRONT DS	16
YEL/GRN 20AWG	RUNNINGBOARD FRONT PS	12
ORG * 20AWG	RUNNINGBOARD REAR DS	20
GY/BLU 20AWG	RUNNINGBOARD REAR PS	16
YEL/BLK 20AWG	SIDE CARGO LIGHT DS	9
YEL/BRN 20AWG	SIDE CARGO LIGHT PS	7
BRN 18AWG	SIREN JUMPER TO CONSOLE	13
ORN * 18AWG	SIREN JUMPER TO CONSOLE	13
WHT/GRN 20AWG	WORK LIGHT IN LIFT GATE	12
WHITE/GRAY 20AWG	SHIELD EXPANSION MOD COMMUNICATIONS	
WHITE/BLACK 20AWG	SURVEILLANCE MODE	
GRAY 20AWG	GRAY EXPANSION MOD COMMUNICATIONS	
GREEN 14AWG	RELAY 4 + LOAD	

LFUCG DIVISION OF POLICE
REFLECTIVE VEHICLE GRAPHICS

The Division of Police will not provide the materials for this part of the bid – the vendor will supply the labor and materials.

SCOPE: This specification outlines the minimum requirements for a reflective automotive graphic kit designed to fit a variety of Police vehicles including patrol cars, SUV's, motorcycles, boats, etc.

PRINTED GRAPHIC MATERIAL REQUIREMENTS: The base sheeting shall be 3M 680 CR series film, a highly flexible, self-adhesive retro-reflective cast PVC film specially designed for high quality fleet vehicle graphic applications that has a positional, pressure-activated adhesive, premium laminate overcast and a total thickness of .01 to .02 inches.

Color Matching:
Blue – PMS 286C ("Lexington Blue")
Black – 3M 9705 with halftone
Red – to match 3M 680-72
White – unprinted 3M IJ680-10 white

PATROL VEHICLE GRAPHIC DESIGN AND ENGINEERING REQUIREMENTS: All graphic panels are to be engineered and produced so that each panel fits within a specific body panel (i.e. Front Door) and does not require

cutting of the graphic during the installation. These cuts should allow for tolerance from vehicle to vehicle. Excess premask is to be included to act as a positioning aid and it is to conform to the body features of the vehicle. All decals shall be kiss cut, pre-spaced, and pre-masked. All decal segments must be in one (1) piece, splicing is NOT acceptable.

The vendor will provide graphic design artwork or adapt original design artwork, including any setup required. Any fee associated with this requirement should be included in the bid cost. Graphic design artwork, related products and files are copyrighted property of the Lexington Division of Police. This includes but is not limited to reproduction, derivative, distribution, and display rights without written consent from the Lexington Division of Police.

WARRANTY: All items provided under this contract shall be warranted for 5 years against fading, cracking or peeling. Written proof of the 3M Matched Component System warranty shall be submitted with bid proposal. In the case of warranty, the vendor will be responsible for providing replacement graphics and any required removal/installation at no charge to the Division of Police.

ADDITIONAL QUALIFICATIONS OF BIDDERS: Bids will be accepted only from vendors with a minimum of 1 year experience selling or manufacturing fleet graphics. Vendor production capabilities must ensure that the successful bidder be able to modify the decal design in support of Division of Police needs and accommodate changes in the make and body style of selected police vehicles. Successful vendor must also demonstrate capability to provide graphics for additional vehicle types not specifically listed, including specialty units, trucks, boats, aircraft, etc. Successful vendor agrees to submit a complete set of sample decals to Division of Police for approval, prior to beginning a production run.
Successful vendor agrees to provide on-site application instructions, assistance, or training to LFUCG employees performing decal application. All costs related to such training shall be at vendor's expense.

PATROL SUV DESIGN: **2021 Police Chevrolet Tahoe**

The kit is to be designed and printed so that any panel for a 2021 Chevrolet Tahoe will fit any other 2021 Chevrolet Tahoe taking into consideration any tolerances from vehicle to vehicle. This will allow mixing of parts (within a particular vehicle model) as necessary during installation or when vehicles require repair. All lettering is to be all capital letters and in the Eurobold typeface. Each panel must be printed as one piece with no seam. This stripe is to be printed in sections to fit the fenders, front door and rear door. Applied within the stripping is the Division of Police shield. ALL SECTIONS MUST BE CONSISTENT SO AS TO ENSURE WHEN ANY ONE ELEMENT/SECTION IS APPLIED TO A VEHICLE THE STRIPES WILL MATCH UP WITHOUT A DISCERNABLE VARIANCE OR DIFFERENCE IN WIDTH, ALIGNMENT OR COLOR BETWEEN THE TWOELEMENTS/SECTIONS.

ITEM A –Unit Numbers (Left and Right Front Quarter Panel and Rear Lift Gate) Panel of four blue numbers, 8.75" x 2.5", is to be provided for the upper left and right side of the front quarter panel and one panel of white numbers for upper right side of rear lift gate.

ITEM B – Front Quarter Panels (Left and Right)
The reflective stripe panel is approximately 56in x 10.5in. From top to bottom the stripe is black, fading to solid blue in the center and fading back to black at the bottom.

ITEM C – Front Door (Left and Right)
The reflective stripe panel is approximately 10.5 inches in height at its tallest point and approximately 48 inches long. From top to bottom the stripe is black, fading to solid blue in the center and fading back to black at the bottom with the letters "POL" on the driver side and "ICE" on the passenger side showing in white base material.

ITEM D – Rear Door (Left and Right)
The reflective stripe panel is approximately 10.5 inches in height at its tallest point and approximately 43.5 inches long. From top to bottom the stripe is black, fading to solid blue in the center and fading back to black atthe bottom with the letters "ICE" on the driver side and "POL" on the passenger side in white base material showing.

ITEM E – Rear Quarter Panel (Left and Right)
The reflective stripe panel is approximately 15.25 inches in height at its tallest point and approximately 42.5 inches long. From top to bottom the stripe is black, fading to solid blue in the center and fading back to black at the bottom. At the rear of the panel near the tail-light assembly shall be the numbers "911" that extend over the top of the stripe by approximately 1 inch in white base material showing. The word "EMERGENCY" in red is below the 911.

ITEM F – Rear Lift Gate Wrap
The lift gate wrap is approximately 17 inches in height and 61 inches long. The lettering is to be in the style and colors for the front door lettering. From top to bottom the stripe is black, fading to solid blue in the center and fading back to black at the bottom with "POLICE" lettering 32.5 inches wide and 3.75 inches tall centered on lower half showing in white base material.

ITEM G – Rear Lift Gate Lexington Lettering
The rear lift gate Lexington Lettering will be approximately 26.5 x 2.5 inch lettering "LEXINGTON" centered on the upper lift gate between the hatch trim and glass. Lettering is blue with black drop shadow, same as Item J.

ITEM H – LEXINGTON POLICE DEPARTMENT Shield
The shield (badge) is to be incorporated in ITEM B, the Front Quarter Panel, and is a High-Resolution photographic quality reproduction of the LFUCG Division of Police breast badge. This shield is 10.5 inches tall by 9 inches wide maintaining proportion to the actual badge. Successful Vendor will be responsible for successfully reproducing the shield graphic from a digital photograph to be provided by LFUCG Division of Police. This photograph will be furnished to the apparent low bidder and must be returned, along with proof sample, within fifteen (15) working days after notification prior to award of contract. To ensure conformity, a full-size sample must be presented to the LFUCG Division of Police prior to award. An artist rendering or drawing is not acceptable.

ITEM I – Windshield Graphic
Pre-spaced lettering is to read POLICE (reversed) in white, approximately 3 inches in height by 29 inches in width.

ITEM J – LEXINGTON Panel (Along Rockers)

A separate panel to read LEXINGTON approximately 52 inches in length by 4.5 inches in height shall be provided for each side. Lettering is blue with black drop shadow. It will be centered 1 inch above the bottom body line and centered between the bottom left corner of the front door and bottom right corner of the rear door (DS), and the bottom right corner of the front door and bottom left corner of the rear door (PS).

ITEM K – Unit Roof Numbers
Each graphic kit shall include the Roof Number panel consisting of four digits measuring 15 inches tall x 34 inches wide positioned 10 inches to the rear of the light bar and proportionally sized for legibility by Police air units. They are to be standard 3M 680-85 black. All panels are to be shipped loose and separate from the graphics kit.

ITEM I -- American Flag installed on Driver and Passenger Side C-Pillar. The Flag is approximately 5.5 inches in length and approximately 3 inches in height.

PACKAGING SPECIFICATIONS – Chevrolet Tahoe:
Each graphic kit is to consist of 3 sets of Unit Numbers, Front Quarter Panel (DS & PS), Front Door (DS & PS), Rear Door (DS & PS), Rear Quarter Panel (DS & PS), Rear Lift Gate Wrap, Rear Lift Gate Lettering, 2 sets of Lexington Panel (DS & PS), and (1) set of Roof Numbers. The kit is to be thermal sealed in a polybag and packaged in such a way to ensure no folding, wrinkling and/or Premask/Liner pop off the graphic. Due to the size, Item K (roof number panels) for each kit are to be packaged separately

PART LABELING: Each Graphic Panel is to be labeled as to vehicle side and position as applicable (i.e. Driver Side Front Quarter Panel)

"SPARE PARTS" are to be packaged separately, such as all right front quarter panels, packaged together.

INSTALLATION INSTRUCTIONS: Detailed installation instructions are to be provided showing step by step procedures, including pictorial views to aid in proper installation techniques.

DELIVERY: Not more than 30 Days after receipt of order. Pick up and delivery of the vehicle from PoliceTechnical Services unit will be the vendor's responsibility and SHALL be included in the total upfit cost of the vehicle.

GENERAL INFORMATION: Photographs of current decal kit are available. Bidders may inspect a Patrol Tahoe to verify color and sizes by contacting the LFUCG Division of Police - Fleet Liaison. IT WILL BE THE RESPONSIBILITY OF THE VENDOR TO VIEW THE DECAL ON THE VEHICLE, SAMPLE PACKAGES WILL NOT BE MAILED OUT.

PRICING – enter pricing on the line items tab in Ionwave. Once you have completed and uploaded your bid package, you will need to click "yes" on the attributes tab.

Complete Kit for **Chevrolet Tahoe**, current year or newer

Front Quarter Panel (DS or PS)
For any quantity

Front Door (DS or PS)
For any quantity

Rear Door (DS or PS)
For any quantity

Rear Quarter Panel (DS or PS)
For any quantity

Rear Lift Gate Wrap
For any quantity

Rear Lift Gate Lexington Lettering
For any quantity

Windshield Graphic
For any quantity

LEXINGTON Panel (Rockers)
For any quantity

Unit Number Panels (4-digit, pre-spaced)
For any quantity

Unit Number (Single digits)
For any quantity

Roof Number Panels (4-digit, pre-spaced)
For any quantity

Roof Numbers (Single-digit)
For any quantity

DELIVERY: _____ Days ARO

Installation Option Chevrolet Tahoe: As needed, the successful vendor will be requested to install graphics kits on specific Patrol Vehicles. Vendor is required to complete installations within 5 calendar days after orders are placed.

Installation only:	Cost per vehicle
Complete Re-marking:	Cost per vehicle
Other Installation:	Cost per hour

Bid Evaluation: All bids will be evaluated on a best value basis considering price **and** delivery. The total of all price items listed in the above specification (Complete installations, unit prices and installation options) will be used as the basis for the price component. Delivery (Days ARO) will be used as the basis for the delivery component. If vendors submit a range for delivery (example: 4 to 6 days), the higher number will be used in the evaluation.

Weighted Score Price Calculation: Best Price/Price*Total Number of Points
Weighted Score Delivery Calculation: Best Delivery Time/Delivery* Total Number of Points
Total Points: Weighted Score Price + Weighted Score Delivery

	Company A	Company B	Company C	Company D
Price	$ 4,000.00	$ 3,900.00	$ 3,200.00	$ 5,500.00
Total Number of Points	70	70	70	70
Best Price	$ 3,200.00	$ 3,200.00	$ 3,200.00	$ 3,200.00
Weighted Score Price	56.00	57.44	70.00	40.73

Delivery (days ARO)	1.00	7.00	10.00	1.00
Total Number of Points	30	30	30	30
Best Delivery Time	1.00	1.00	1.00	1.00
Weighted Score Delivery	30.00	4.29	3.00	30.00
Total Points	86.0000	61.7216	73.0000	70.7273

In the example shown above, Company A would be awarded as the respondent with the highest total points.

RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

(2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

(5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND 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
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, $1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	$500,000.00

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 a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless deemed not to apply by LFUCG.

d. 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.

e. 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. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR 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.

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.

Bid 26-2024
Ridgenet Network Group
Supplier Response

Event Information

Number: Bid 26-2024
Title: Vehicle Equipment Installation
Type: Competitive Bid
Issue Date: 2/14/2024
Deadline: 2/28/2024 02:00 PM (ET)
Notes: ONLY ONLINE BIDS WILL BE ACCEPTED FOR THIS SOLICITATION. PRICING SHOULD BE SUBMITTED ON THE LINE ITEMS TAB ONLY. PRICING WITHIN SUBMITTALS WILL NOT BE ACCEPTED AND MAY MAKE YOUR BID NON-RESPONSIVE.

PLEASE UPLOAD YOUR DOCUMENTS AS ONE FILE.

Contact Information

Contact: Jessica Allinder
Address: Procurement
Government Center Building
200 East Main Street
Lexington 40507
Email: jallinder@lexingtonky.gov

Ridgenet Network Group Information

Contact: Alex Wilson
Address: 6833 KY-1247
Science Hill, KY 42553-9022
Phone: (606) 280-9815
Email: alex.wilson@ridgenet.us
Web Address: www.ridgenet.us

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.

Alex Gene Wilson
Signature

alex.wilson@ridgnet.us
Email

Submitted at 2/28/2024 12:31:36 PM (ET)

Response Attachments

20240228121853418_0001.pdf

First 34 pages of bid document.

20240228121853418_0002.pdf

Last 13 pages of bid document.

Bid Attributes

1	**Bid package** Have you completed and attached your bid package? This is a contractual agreement and required for all bids. ☑ YES

Bid Lines

1	Total install per unit including graphic package and any delivery charge applicable	Quantity: 1	UOM: EA	Price: $3,700.00	Total:	$3,700.00
2	Total install per unit without graphic package and any delivery charge applicable	Quantity: 1	UOM: EA	Price: $3,000.00	Total:	$3,000.00
3	Complete kit for Chevrolet Tahoe, current year or newer	Quantity: 1	UOM: EA	Price: $700.00	Total:	$700.00
4	Front Quarter Panel (DS or PS)	Quantity: 1	UOM: EA	Price: $50.00	Total:	$50.00
5	Front Door (DS or PS)	Quantity: 1	UOM: EA	Price: $75.00	Total:	$75.00

6	Rear Door (DS or PS)					
	Quantity: 1	UOM: EA	Price:	$75.00	Total:	$75.00
7	Rear Quarter Panel (DS or PS)					
	Quantity: 1	UOM: EA	Price:	$75.00	Total:	$75.00
8	Rear Lift Gate Wrap					
	Quantity: 1	UOM: EA	Price:	$75.00	Total:	$75.00
9	Rear Lift Gate Lexington Lettering					
	Quantity: 1	UOM: EA	Price:	$25.00	Total:	$25.00
10	Windshield Graphic					
	Quantity: 1	UOM: EA	Price:	$10.00	Total:	$10.00
11	LEXINGTON Panel (Rockers)					
	Quantity: 1	UOM: EA	Price:	$30.00	Total:	$30.00
12	Unit Number Panels (4-digit, pre-spaced)					
	Quantity: 1	UOM: EA	Price:	$10.00	Total:	$10.00
13	Unit Number (Single digits)					
	Quantity: 1	UOM: EA	Price:	$3.00	Total:	$3.00
14	Roof Number Panels (4-digit, pre-spaced)					
	Quantity: 1	UOM: EA	Price:	$50.00	Total:	$50.00
15	Roof Numbers (Single-digit)					
	Quantity: 1	UOM: EA	Price:	$15.00	Total:	$15.00
16	Installation only					
	Quantity: 1	UOM: EA	Price:	$100.00	Total:	$100.00
17	Complete re-marking					
	Quantity: 1	UOM: EA	Price:	$700.00	Total:	$700.00
18	Other installation *(Line excluded from response total)*					
	Quantity: 1	UOM: Hourly Rate	Price:	$50.00	Total:	$50.00

Response Total: $8,693.00

LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Procurement

Date of Issue: February 14, 2024

INVITATION TO BID # 26-2024 Vehicle Equipment Installation

Bid Opening Date: **February 28, 2024** **Bid Opening Time: 2:00 PM**
Address: All bids must be submitted on line at https://lexingtonky.ionwave.net/

Type of Bid: Price Contract

Pre Bid Meeting: N/A
Address: N/A
Pre Bid Time: N/A

Sealed bids will ONLY be received online at https://lexingtonky.ionwave.net/ until **2:00 PM**, prevailing local time on **2/28/2024**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Lexington, KY

Check One:	**Proposed Delivery:**
__X__ Bid Specifications Met _____ Exceptions to Bid Specifications. *Exceptions shall be itemized and attached to bid proposal submitted.*	__2__ days after acceptance of bid.
Procurement Card Usage—The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? __X__ Yes _____ No	

To expedite award, the forms in this document should be completed and uploaded with your bid.

Submitted by: *Ridgenet Network Group*
Firm Name

6833 N Hwy 1247
Address

Science Hill, KY 42553
City, State & Zip

Bid must be signed: _____ - COO
Signature of Authorized Company Representative – Title

Alex Wilson
Representative's Name (Typed or printed)

606-416-8641
Area Code - Phone – Extension *Fax #*

alex.wilson@ridgenet.us
E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, Alex Wilson, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Alex Wilson and he/she is the individual submitting the bid or is the authorized representative of Ridgenet Network Group, the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid 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. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder 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. Bidder 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 Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder 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 Alex Wilson on this the 27th day of February, 2024.

Troy W. McLi
COMM EXPIRES 11/21/2027
NOTARY PUBLIC
ID # KYNP60363
STATE AT LARGE, KEN

My Commission expires: 11/21/2027

Troy W. McLi
NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to **www.Energystar.gov**). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to **www.Greenseal.org** to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes _X_____ No_____

II. Bid Conditions

A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.

B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.

C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.

D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal

or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.

E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Procurement. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.

F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.

G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.

H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.

I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.

J. All bids mailed must be submitted in the Ion Wave online portal at https://lexingtonky.ionwave.net/

K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.

L. A certified check or Bid Bond in the amount of **XX** percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.

N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.

O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.

P. All material furnished hereunder must be in full compliance with OSHA regulations.

Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.

R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.

S. 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.

T. 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 provisions of the non-discrimination 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 timetable.

(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 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 to 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 work-force 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. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

(1) Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and

(2) Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid 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 bid 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 bid 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 bid processes. If, based on this review, a bid 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 bid recommendation must be filed within 3 business days of the bid 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.

III. Procurement Contract Bid Conditions

A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 1 year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

B. Price Changes **(Space Checked Applies)**

(XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.

() 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.

() 3. See bid specifications.

C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.

D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.

E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.

F. No substitutions for articles specified herein may be made without prior approval of the Division of Procurement.

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 disability.*
- 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: T*he 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, veteran status, disability and age.

Signature

Ridgenet Network Group

Name of Business

GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.

4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, 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 bidder in the preparation of its response.

6. Changes/Alterations: Bidder 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 bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response 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 bid response".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.

8. Bribery Clause: By his/her signature on its response, bidder 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 bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.

10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, 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 its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder 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 bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.

12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice

period is negotiated prior to contract approval. 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 selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG 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 bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.

16. Governing Law: This bid request and bid 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 matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.

17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder 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 bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.

18. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.

19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.

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.

21. If any term or provision of this bid 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.

Signature

2-27-2024
Date

WORKFORCE ANALYSIS FORM

Name of Organization: __Ridgenet Network Group_____

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		4															
Professionals																4	
Superintendents																	
Supervisors																	
Foremen																	
Technicians		7															
Protective Service																7	
Para-Professionals																	
Office/Clerical			1														
Skilled Craft																	1
Service/Maintenance																	
Total:		11	1													1 1	1

Prepared by: __Alex Wilson COO_____ **Date:** _02____/__27___/_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

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 MBE/WBE's, and 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 Certified MBE/WBE's and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Procurement of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov

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.

h. 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.

i. 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.

LEXINGTON

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.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, https://lexingtonky.diversitycompliance.com/

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

LEXINGTON

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**

LEXINGTON

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



LEXINGTON

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. **Failure to submit this form may cause rejection of the bid.**

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** _____

LEXINGTON

MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference #___N/A_____

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 Addr	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



LEXINGTON

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 #____N/A_____
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

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.

_Ridgenet Network Group_____
Company

__02/27/24_____
Date

_Alex Wilson_____
Company Representative

__COO_____
Title

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

2-27-2024
Date

Lexington-Fayette Urban County Government
Division of Police

SPECIFICATION FOR VEHICLE EQUIPMENT INSTALLATION

The following specifications are for the Chevrolet Police Tahoe 4WD 4DR

The Division of Police will provide the equipment to be installed but will not supply the wire, connectors, fuse holder, grounding blocks or fuses.

New Patrol Vehicle and Emergency Equipment

ITEM	PART#
2023 to current Model Police Chevrolet Tahoe 4WD 4DR	
Brother Car Adapter Hard Wired 14FT	LB3692
Brother Pocket Jet 7	PJ762
Emergency Hammer	FE334
Fire Extinguisher with Vehicle Bracket	ABC
First Aid Kit	326 Piece
Havis Arm Rest	C-ARM-105
Havis Computer Side Pole (for Dock) (Tahoe)	C-HDM-204
Havis Console for Chevrolet Tahoe	C-VSW-1005-TAH-PM
Havis Cup Holder (Tahoe)	C-CUP2-I
Havis Tilt Swivel Device	C-MD-112
Kendall Sharps Container	KEN8303SA
Mobile Data Computer (TBD)	
Panoroma Sharkee Antenna GPSB AFGB-832 C23F-5M	GPSB AFGB-832 C23F-5M
Panoroma Sharkee Antenna Cables for Dock	C29T-5SJ C32SP-5T C23FP-5T
Setina Cage Prisoner Restraint 10-XL / 12VS Front and Rear Partitions	PK1152TAH15 / PK0316TAH152ND
Streamlight Direct Wire DC Cord	22050
StreamLight Flashlight Charger - Small	75100
TAIT Radio Mobile 800Mhz P25	TAIT TM9455
Whelen Light Bar/Siren Legacy System w/CANCT3, CANCTL2 &CC5K2-Cantrol, Control Head & OBD harness, 25 ft cable length, SA315P w/SAK70-Siren speaker with Tahoe bracket	GB2SP3J
Whelen Tahoe Grill Mount (4)	IONBKT9
Whelen Blue Wide Angle ION (4) in Front Grill	WION*
Whelen Blue Wide Angle ION (1) in Rear Drivers side cargo window	WION*
Whelen Blue Wide Angle ION (1) in Rear Passenger side cargo window	WION*
Whelen Red Wide Angle ION (2) in Front Grill	WION*
Whelen White LED Mini "T" ION w/Chrome Flange (2)	TLMIC/TIONMFC
Whelen Red "T" ION (2) Drivers Side Running Board	TLI*
Whelen Blue "T" ION (2) Passenger Side Running Board	TLI*
Whelen Blue "T" ION (1) Installed on Drivers Side Left of license plate	TLI*
Whelen Blue "T" ION (1) Installed on Passenger Side Right of license plate	TLI*
Whelen Blue "T" ION (1) Installed left side of license plate factory light	TLI*

Whelen Blue "T" ION (1) Installed right side of license plate factory light	TLI*
Whelen Blue "T" ION (1) on interior cargo lift gate	TLI*
Truck Vault Cargo Box	T-CHTAHS1-21N-TR-PP
Drivers side fender light	TLI*
Passenger fender light	TLI*
Whelen rear DUO inner edge.	BS548
Prowatt Sinewave inverter and remote switch	

ALL EQUIPMENT WILL NEED TO BE PICKED UP IN LEXINGTON SEPERATELY FROM PICKING UPTHE VEHICLE TO BE UPFITTED. THE EQUIPMENT WILL NOT BE SENT WITH THE VEHICLE.

Please log in to your Ionwave account to submit pricing for the following:

Total install per unit including graphic package & any delivery charge applicable
Total install per unit without graphic package & any delivery charge applicable

Vehicle storage:

Fenced or garage protected. A representative from the Technical Services Unit will conduct onsite inspection of where the vehicles will be stored prior to any vehicle taken to the vendor.

Items required that the Vendor supply:

All necessary wiring, connectors, harnesses, relays, fuses, fuse holders and mounting hardware.

Types of connectors fuse panels and wire required to use are listed below

- MX-150 connectors
- 12 circuit Blue Sea fuse holder with cover
- GXL wire

Any deviation from listed items must be approved by Division of Police TSU personnel in writing.

Equipment Installation Requirements

Proper installation of the equipment requires the installer to have a good understanding of automotive electronics systems and procedures.

All equipment to be installed needs to be properly and safely installed to the manufactures recommendation.

The installer assumes full responsibility for proper mounting of the equipment and location of the installed equipment specified by Technical Services Unit based on providing ultimate safety to all passengers of the vehicle.

If mounting the equipment requires drilling holes the installer must be sure that no vehicle components or other vital parts could be damaged by the drilling process. Check both side of the mounting surface before drilling

begins. Also de-burr the holes and remove any metal shards or remnants. Install grommets into all wire passage holes.

All supplies wire that connects to the positive terminal of the battery must be sized to supply at least 125% of the maximum operation current and be fused at the battery to carry that load.

Connect the fuse wire to the positive terminal on the battery. There must not be more than two feet of the wire between the fuse and the battery.

For the equipment to operate at optima efficiency a good electrical connection must be made. No splices unless approved by a representative with the Technical Services Unit Allconnection needs to be terminated by the installer to the manufactures recommendation.

For the equipment to operate at optima efficiency a good electrical connection to chassis ground must be made. The recommended procedure requires the equipment ground wire to be connected directly to the negative battery post.

Do not install the equipment or route any wire in the deployment areas of the air bag. Equipment mounted or located in the air bag deployment area will damage or reduce the effectiveness of the air bag or become a projectile that could cause serious personal injury or death. Refer to the vehicle owner's manual for the air bag deployment area.

If the equipment uses a remote device for activation or control, make sure that the device is located in an area that allows both the vehicle and device to be operated safely in any driving condition.

All wiring shall follow factory wiring routes and not deviate from the wiring schemes and directions from the Technical Services Unit. Further wiring diagrams will be provided upon bid award.

No wiring should be pulled tight due to short wire length, wiring path followed or by cable tie in a way that restricts motion of moveable items or limits access to connectors.

Equipment type, brand or location will be installed as directed by the schematics and directions of the Technical Services Unit. Installation guides and pictures will be provided by Technical Services Unit.

No tapping or splicing into factory or equipment wires unless directed by a Technical Services Unit technician (e.g. factory horn ring loop).

All interior and exterior connections shall use Molex MX-150 sealed connectors. If there are any slots not being used on the connector the vendor SHALL plug all open ports with an MX-150 Plug. Example of connectors Lexington uses Molex MX-150- 2way, 3 way, 4 way, 6 way, 2x2, 16 way and a 20 way connector.

All wire SHALL be GXL type of the color, gauge as directed by the schematics.

Wires shall be wrapped in loom were required by Lexington, examples are in the grill area of the vehicle and for wire management to the core installed on the cargo box and underneath the vehicle where the wires are exposed for the running board lights.

All vehicles will be inspected and returned for correction if any of the above directions are not followed.

Overlooked installation problems do not relieve the installers of issues not found during the inspection.

A. Items mounted to the Chevrolet Tahoe Cargo Box

a. **Truck Vault Equipment Equipment/Gun Box**
b. **Whelen Core Siren System**
c. **Cinch 5 Position Ground Block**
d. **Horn Relay Interface – Automotive type**
e. **Delphi Fuse Holder – 4 Position ATC**

B. Items in *console area*

a. **Tait Dash Mount Radio and Remote Speaker**
b. **MDC docking Station**
c. **Havis Console w/ Arm Rest – Cup Holder – Computer Side Mount – 12v Outlets – Relocate Factory Audio and USB Connectors**
d. **Cinch Console Ground Block**
e. **Radar Power and Speed Connector**
f. **Flashlight Charger and Connector**
g. **Brother Pocket Jet printer Installed in Havis Console**
h. **Delphi Fuse Holder – 4 Position ATC**
i. **Setina Prisoner Cage**

C. *Exterior*

a. **Whelen IONs LED lights in the Grill – 4 total**
b. **Whelen TIONs Qty 2 in each running board**
c. **Whelen Legacy Lightbar**
d. **Whelen TIONs license plate LEDs – Qty 2**
e. **Whelen Headlight Flasher**
f. **Whelen Siren Driver/Speaker w/ Bracket**
g. **Whelen White LED "Mini "T" ION w/Chrome Flange -Grill**
h. **Whelen Blue & Red Wide Angle "T" ION mounted in rear spoiler**
i. **Whelen TIONs Fender LEDs Passenger and Driver (1) each side – Total Qty 2**
j. **Whelen TION LED Qty 2 – Lift Lights**
k. **Sharkee Antenna for GPS, Radio and Cellular connection**

D. Interior Lighting

a. **Whelen TION LED – Qty 1 – Lift Gate Work Light**
b. **Whelen Red ION mounted in left rear cargo window**
c. **Whelen Blue ION mounted in right rear cargo window**
d. **Whelen rear DUO Inner Edge mounted inside rear cargo glass**

E Miscellaneous

a. **Fire Extinguisher**
b. **Emergency Hammer**
c. **First Aid Kit**

Example of Wire Lexington requires the vendor to use. All Wire colors must be followed by the vendor on every vehicle. NO EXCEPTIONS

COLOR WIRE	FUNCTION	LENGTH IN FEET
	2021 PATROL TAHOE	
WHT/BLU 20AWG	BACKLIGHT	10
GRY 20AWG	DOCK TRIGGER	12
Gray/Orange 20AWG	HIGHBEAM FLASHER	
Grey/Black 20 AWG	IP DIMMING	
RED 18AWG	FLASHLIGHT CHARGER	12
BLU 18AWG	FROM CONSOLE TO TRAY RELAY PIN 30	12
VIO 18AWG	FROM CONSOLE TO TRAY RELAY PIN 87A	12
BLK ZIP 22AWG	FROM RADIO SPEAKER OUTPUT WIRE TO CANTROL	14
WHT/BLU 20AWG	DAYTIME RUNNING LIGHTS DS	24
WHT/VIO 20AWG	DAYTIME RUNNING LIGHTS PS	32
BLK 18AWG	GM RELAY 3 AND 4 CONTROL - COIL	11
Orange 14AWG	LOAD + RELAY3	14
GREEN	GREEN EXPANSION MOD COMMUNICATION	14
WHT/BLK 20AWG	HORN RELAY PIN 85	1' 9"
WHT/BRN * 20AWG	HORN RING TO PIN 87 RELAY	1' 9"
RED/WHT 20AWG	IGN. TO CANTROL	10
GRY/WHT 20AWG	LICENSE PLATE TION DS	11
WHT 20AWG	LICENSE PLATE TION PS	12
YEL	LIFT GATE TION DS	12

20AWG		
GRY/VIO 20AWG	LIFT GATE TION PS	12
GRN 14AWG	ONE HOLE TO FACTORY GM WIRING	2
ORN * 14AWG	ONE HOLE TO FACTORY GM WIRING	2
WHT/RED 20AWG	PARK DETECT	12
RED/BLK ZIP 18AWG	PRINTER FACTORY WIRE	ADD 17"
WHT/BRN* 18AWG	RADAR POWER	12
WHT/ORN 20AWG	REAR FLASH (BCM)	12
YEL/ORG 20AWG	RUNNINGBOARD FRONT DS	16
YEL/GRN 20AWG	RUNNINGBOARD FRONT PS	12
ORG * 20AWG	RUNNINGBOARD REAR DS	20
GY/BLU 20AWG	RUNNINGBOARD REAR PS	16
YEL/BLK 20AWG	SIDE CARGO LIGHT DS	9
YEL/BRN 20AWG	SIDE CARGO LIGHT PS	7
BRN 18AWG	SIREN JUMPER TO CONSOLE	13
ORN * 18AWG	SIREN JUMPER TO CONSOLE	13
WHT/GRN 20AWG	WORK LIGHT IN LIFT GATE	12
WHITE/GRAY 20AWG	SHIELD EXPANSION MOD COMMUNICATIONS	
WHITE/BLACK 20AWG	SURVEILLANCE MODE	
GRAY 20AWG	GRAY EXPANSION MOD COMMUNICATIONS	
GREEN 14AWG	RELAY 4 + LOAD	

LFUCG DIVISION OF POLICE
REFLECTIVE VEHICLE GRAPHICS

The Division of Police will not provide the materials for this part of the bid – the vendor will supply the labor and materials.

SCOPE: This specification outlines the minimum requirements for a reflective automotive graphic kit designed to fit a variety of Police vehicles including patrol cars, SUV's, motorcycles, boats, etc.

PRINTED GRAPHIC MATERIAL REQUIREMENTS: The base sheeting shall be 3M 680 CR series film, a highly flexible, self-adhesive retro-reflective cast PVC film specially designed for high quality fleet vehicle graphic applications that has a positional, pressure-activated adhesive, premium laminate overcast and a total thickness of .01 to .02 inches.

Color Matching:
Blue – PMS 286C ("Lexington Blue")
Black – 3M 9705 with halftone
Red – to match 3M 680-72
White – unprinted 3M IJ680-10 white

PATROL VEHICLE GRAPHIC DESIGN AND ENGINEERING REQUIREMENTS: All graphic panels are to be engineered and produced so that each panel fits within a specific body panel (i.e. Front Door) and does not require

cutting of the graphic during the installation. These cuts should allow for tolerance from vehicle to vehicle. Excess premask is to be included to act as a positioning aid and it is to conform to the body features of the vehicle. All decals shall be kiss cut, pre-spaced, and pre-masked. All decal segments must be in one (1) piece, splicing is NOT acceptable.

The vendor will provide graphic design artwork or adapt original design artwork, including any setup required. Any fee associated with this requirement should be included in the bid cost. Graphic design artwork, related products and files are copyrighted property of the Lexington Division of Police. This includes but is not limited to reproduction, derivative, distribution, and display rights without written consent from the Lexington Division of Police.

WARRANTY: All items provided under this contract shall be warranted for 5 years against fading, cracking or peeling. Written proof of the 3M Matched Component System warranty shall be submitted with bid proposal. In the case of warranty, the vendor will be responsible for providing replacement graphics and any required removal/installation at no charge to the Division of Police.

ADDITIONAL QUALIFICATIONS OF BIDDERS: Bids will be accepted only from vendors with a minimum of 1 year experience selling or manufacturing fleet graphics. Vendor production capabilities must ensure that the successful bidder be able to modify the decal design in support of Division of Police needs and accommodate changes in the make and body style of selected police vehicles. Successful vendor must also demonstrate capability to provide graphics for additional vehicle types not specifically listed, including specialty units, trucks, boats, aircraft, etc. Successful vendor agrees to submit a complete set of sample decals to Division of Police for approval, prior to beginning a production run.
Successful vendor agrees to provide on-site application instructions, assistance, or training to LFUCG employees performing decal application. All costs related to such training shall be at vendor's expense.

PATROL SUV DESIGN: **2021 Police Chevrolet Tahoe**

The kit is to be designed and printed so that any panel for a 2021 Chevrolet Tahoe will fit any other 2021 Chevrolet Tahoe taking into consideration any tolerances from vehicle to vehicle. This will allow mixing of parts (within a particular vehicle model) as necessary during installation or when vehicles require repair. All lettering is to be all capital letters and in the Eurobold typeface. Each panel must be printed as one piece with no seam. This stripe is to be printed in sections to fit the fenders, front door and rear door. Applied within the stripping is the Division of Police shield. ALL SECTIONS MUST BE CONSISTENT SO AS TO ENSURE WHEN ANY ONE ELEMENT/SECTION IS APPLIED TO A VEHICLE THE STRIPES WILL MATCH UP WITHOUT A DISCERNABLE VARIANCE OR DIFFERENCE IN WIDTH, ALIGNMENT OR COLOR BETWEEN THE TWOELEMENTS/SECTIONS.

ITEM A –Unit Numbers (Left and Right Front Quarter Panel and Rear Lift Gate) Panel of four blue numbers, 8.75" x 2.5", is to be provided for the upper left and right side of the front quarter panel and one panel of white numbers for upper right side of rear lift gate.

ITEM B – Front Quarter Panels (Left and Right)
The reflective stripe panel is approximately 56in x 10.5in. From top to bottom the stripe is black, fading to solid blue in the center and fading back to black at the bottom.

ITEM C – Front Door (Left and Right)
The reflective stripe panel is approximately 10.5 inches in height at its tallest point and approximately 48 inches long. From top to bottom the stripe is black, fading to solid blue in the center and fading back to black at the bottom with the letters "POL" on the driver side and "ICE" on the passenger side showing in white base material.

ITEM D – Rear Door (Left and Right)
The reflective stripe panel is approximately 10.5 inches in height at its tallest point and approximately 43.5 inches long. From top to bottom the stripe is black, fading to solid blue in the center and fading back to black atthe bottom with the letters "ICE" on the driver side and "POL" on the passenger side in white base material showing.

ITEM E – Rear Quarter Panel (Left and Right)
The reflective stripe panel is approximately 15.25 inches in height at its tallest point and approximately 42.5 inches long. From top to bottom the stripe is black, fading to solid blue in the center and fading back to black at the bottom. At the rear of the panel near the tail-light assembly shall be the numbers "911" that extend over the top of the stripe by approximately 1 inch in white base material showing. The word "EMERGENCY" in red is below the 911.

ITEM F – Rear Lift Gate Wrap
The lift gate wrap is approximately 17 inches in height and 61 inches long. The lettering is to be in the style and colors for the front door lettering. From top to bottom the stripe is black, fading to solid blue in the center and fading back to black at the bottom with "POLICE" lettering 32.5 inches wide and 3.75 inches tall centered on lower half showing in white base material.

ITEM G – Rear Lift Gate Lexington Lettering
The rear lift gate Lexington Lettering will be approximately 26.5 x 2.5 inch lettering "LEXINGTON" centered on the upper lift gate between the hatch trim and glass. Lettering is blue with black drop shadow, same as Item J.

ITEM H – LEXINGTON POLICE DEPARTMENT Shield
The shield (badge) is to be incorporated in ITEM B, the Front Quarter Panel, and is a High-Resolution photographic quality reproduction of the LFUCG Division of Police breast badge. This shield is 10.5 inches tall by 9 inches wide maintaining proportion to the actual badge. Successful Vendor will be responsible for successfully reproducing the shield graphic from a digital photograph to be provided by LFUCG Division of Police. This photograph will be furnished to the apparent low bidder and must be returned, along with proof sample, within fifteen (15) working days after notification prior to award of contract. To ensure conformity, a full-size sample must be presented to the LFUCG Division of Police prior to award. An artist rendering or drawing is not acceptable.

ITEM I – Windshield Graphic
Pre-spaced lettering is to read POLICE (reversed) in white, approximately 3 inches in height by 29 inches in width.

ITEM J – LEXINGTON Panel (Along Rockers)

A separate panel to read LEXINGTON approximately 52 inches in length by 4.5 inches in height shall be provided for each side. Lettering is blue with black drop shadow. It will be centered 1 inch above the bottom body line and centered between the bottom left corner of the front door and bottom right corner of the rear door (DS), and the bottom right corner of the front door and bottom left corner of the rear door (PS).

ITEM K – Unit Roof Numbers
Each graphic kit shall include the Roof Number panel consisting of four digits measuring 15 inches tall x 34 inches wide positioned 10 inches to the rear of the light bar and proportionally sized for legibility by Police air units. They are to be standard 3M 680-85 black. All panels are to be shipped loose and separate from the graphics kit.

ITEM I -- American Flag installed on Driver and Passenger Side C-Pillar. The Flag is approximately 5.5 inches in length and approximately 3 inches in height.

PACKAGING SPECIFICATIONS – Chevrolet Tahoe:
Each graphic kit is to consist of 3 sets of Unit Numbers, Front Quarter Panel (DS & PS), Front Door (DS & PS), Rear Door (DS & PS), Rear Quarter Panel (DS & PS), Rear Lift Gate Wrap, Rear Lift Gate Lettering, 2 sets of Lexington Panel (DS & PS), and (1) set of Roof Numbers. The kit is to be thermal sealed in a polybag and packaged in such a way to ensure no folding, wrinkling and/or Premask/Liner pop off the graphic. Due to the size, Item K (roof number panels) for each kit are to be packaged separately

PART LABELING: Each Graphic Panel is to be labeled as to vehicle side and position as applicable (i.e. Driver Side Front Quarter Panel)

"SPARE PARTS" are to be packaged separately, such as all right front quarter panels, packaged together.

INSTALLATION INSTRUCTIONS: Detailed installation instructions are to be provided showing step by step procedures, including pictorial views to aid in proper installation techniques.

DELIVERY: Not more than 30 Days after receipt of order. Pick up and delivery of the vehicle from PoliceTechnical Services unit will be the vendor's responsibility and SHALL be included in the total upfit cost of the vehicle.

GENERAL INFORMATION: Photographs of current decal kit are available. Bidders may inspect a Patrol Tahoe to verify color and sizes by contacting the LFUCG Division of Police - Fleet Liaison. IT WILL BE THE RESPONSIBILITY OF THE VENDOR TO VIEW THE DECAL ON THE VEHICLE, SAMPLE PACKAGES WILL NOT BE MAILED OUT.

PRICING – enter pricing on the line items tab in Ionwave. Once you have completed and uploaded your bid package, you will need to click "yes" on the attributes tab.

Complete Kit for **Chevrolet Tahoe**, current year or newer

Front Quarter Panel (DS or PS)
For any quantity

Front Door (DS or PS)
For any quantity

Rear Door (DS or PS)
For any quantity

Rear Quarter Panel (DS or PS)
For any quantity

Rear Lift Gate Wrap
For any quantity

Rear Lift Gate Lexington Lettering
For any quantity

Windshield Graphic
For any quantity

LEXINGTON Panel (Rockers)
For any quantity

Unit Number Panels (4-digit, pre-spaced)
For any quantity

Unit Number (Single digits)
For any quantity

Roof Number Panels (4-digit, pre-spaced)
For any quantity

Roof Numbers (Single-digit)
For any quantity

DELIVERY: 2 Days ARO

Installation Option Chevrolet Tahoe: As needed, the successful vendor will be requested to install graphics kits on specific Patrol Vehicles. Vendor is required to complete installations within 5 calendar days after orders are placed.

Installation only: $100.00	Cost per vehicle
Complete Re-marking: $700.00	Cost per vehicle
Other Installation: $50.00	Cost per hour

Bid Evaluation: All bids will be evaluated on a best value basis considering price **and** delivery. The total of all price items listed in the above specification (Complete installations, unit prices and installation options) will be used as the basis for the price component. Delivery (Days ARO) will be used as the basis for the delivery component. If vendors submit a range for delivery (example: 4 to 6 days), the higher number will be used in the evaluation.

Weighted Score Price Calculation: Best Price/Price*Total Number of Points
Weighted Score Delivery Calculation: Best Delivery Time/Delivery* Total Number of Points
Total Points: Weighted Score Price + Weighted Score Delivery

	Company A	Company B	Company C	Company D
Price	$ 4,000.00	$ 3,900.00	$ 3,200.00	$ 5,500.00
Total Number of Points	70	70	70	70
Best Price	$ 3,200.00	$ 3,200.00	$ 3,200.00	$ 3,200.00
Weighted Score Price	56.00	57.44	70.00	40.73

Delivery (days ARO)	1.00	7.00	10.00	1.00
Total Number of Points	30	30	30	30
Best Delivery Time	1.00	1.00	1.00	1.00
Weighted Score Delivery	30.00	4.29	3.00	30.00
Total Points	86.0000	61.7216	73.0000	70.7273

In the example shown above, Company A would be awarded as the respondent with the highest total points.

RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

(2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

(5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND 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
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, $1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	$500,000.00

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 a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless deemed not to apply by LFUCG.

d. 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.

e. 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. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR 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.

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.

00470806

Bid 30-2024
J Edinger and son Inc
J Edinger & Son Inc
Supplier Response

Event Information

Number: Bid 30-2024
Title: Snow Plows
Type: Competitive Bid
Issue Date: 2/20/2024
Deadline: 3/5/2024 02:00 PM (ET)
Notes: ONLY ONLINE BIDS WILL BE ACCEPTED FOR THIS SOLICITATION. PRICING SHOULD BE SUBMITTED ON THE LINE ITEMS TAB ONLY. PRICING WITHIN SUBMITTALS WILL NOT BE ACCEPTED AND MAY MAKE YOUR BID NON-RESPONSIVE.

PLEASE UPLOAD YOUR DOCUMENTS AS ONE FILE.

Contact Information

Contact: Jessica Allinder
Address: Procurement
Government Center
200 East Main Street
Lexington 40507
Email: jallinder@lexingtonky.gov

J Edinger and son Inc Information

Address: 1010 Story Avenue
Louisville, KY 40206
Phone: (502) 584-3524

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.

Charles R Edinger III
Signature

edingeroffice.gb@gmail.com
Email

Submitted at 2/28/2024 03:44:54 PM (ET)

Response Attachments

JES SNOWPLOW BID 022824 SIGNED COMPLETED.pdf

J. EDINGER AND SON SNOW PLOW BID 02/28/24

Bid Attributes

1	**Bid package** Have you completed and attached your bid package? This is a contractual agreement and required for all bids. ☑ YES

Bid Lines

1	Snow plow assembly and hitch as specified (delivered) Quantity: 1 UOM: EA Price: $21,532.00 Total: $21,532.00 Manufacturer: Flink Manufacturer #: #559SUS4

Response Total: $21,532.00

LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Procurement

Date of Issue: February 20, 2024

INVITATION TO BID # 30-2024 Snow Plows

Bid Opening Date: **March 5, 2024** **Bid Opening Time: 2:00 PM**
Address: All bids must be submitted on line at https://lexingtonky.ionwave.net/

Type of Bid: Price Contract

Pre Bid Meeting: N/A Pre Bid Time: N/A
Address: N/A

Sealed bids will ONLY be received online at https://lexingtonky.ionwave.net/ until **2:00 PM**, prevailing local time on **3/05/2024**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Lexington, KY

Check One:	**Proposed Delivery:**
YES Bid Specifications Met NO Exceptions to Bid Specifications. *Exceptions shall be itemized and attached to bid proposal submitted.*	180 to 235 days after acceptance of bid.

Procurement Card Usage—The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? X Yes _____ No

To expedite award, the forms in this document should be completed and uploaded with your bid.

Submitted by: J. Edinger & Son Inc
Firm Name

1010 Story Avenue
Address

Louisville, KY 40206
City, State & Zip

Bid must be signed: _____
Signature of Authorized Company Representative – Title

Charles R Edinger III President
Representative's Name (Typed or printed)

502 584-3524
Area Code - Phone – Extension *Fax #*

charles edinger.3@gmail.com
E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, Charles R Edinger III, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Charles R Edinger III and he/she is the individual submitting the bid or is the authorized representative of J. Edinger & Son Inc, the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid 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. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder 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. Bidder 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 Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder 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. Charles Edinger

STATE OF Kentucky

COUNTY OF Jefferson

The foregoing instrument was subscribed, sworn to and acknowledged before me by Charles Robert Edinger III on this the 27th day of February, 2024

My Commission expires: Apr 26th, 2027

NOTARY ID # KYNP70139 WELLS SHREWSBURY EDINGER NOTARY PUBLIC STATE AT LARGE, KENTUCKY MY COMMISSION EXPIRES APR. 26, 2027

Wells Shrewsbury Edinger
NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to **www.Energystar.gov**). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to **www.Greenseal.org** to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes X **No**_____

II. Bid Conditions

A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.

B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.

C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.

D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal

or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.

E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Procurement. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.

F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.

G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.

H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.

I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.

J. All bids mailed must be submitted in the Ion Wave online portal at https://lexingtonky.ionwave.net/

K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.

L. A certified check or Bid Bond in the amount of **XX** percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.

N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.

O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.

P. All material furnished hereunder must be in full compliance with OSHA regulations.

Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.

R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.

S. 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.

T. 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 provisions of the non-discrimination 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 timetable.

(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 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 to 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 work-force 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. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

(1) Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and

(2) Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid 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 bid 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 bid 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 bid processes. If, based on this review, a bid 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 bid recommendation must be filed within 3 business days of the bid 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.

Spellinger & Sorrin

III. Procurement Contract Bid Conditions

A. The terms of this agreement shall be for **1** year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional **(2)-1** year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

B. Price Changes **(Space Checked Applies)**

(XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per year. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.

() 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.

() 3. See bid specifications.

C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.

D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.

E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.

F. No substitutions for articles specified herein may be made without prior approval of the Division of Procurement.

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 disability.*

- 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: T*he 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, veteran status, disability and age.

Signature

J. Edinger & Son Inc

Name of Business

GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.

4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, 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 bidder in the preparation of its response.

6. Changes/Alterations: Bidder 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 bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response 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 bid response".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.

8. Bribery Clause: By his/her signature on its response, bidder 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 bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.

10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, 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 its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder 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 bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.

12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice

period is negotiated prior to contract approval. 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 selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG 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 bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.

16. Governing Law: This bid request and bid 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 matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.

17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder 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 bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.

18. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.

19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.

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.

21. If any term or provision of this bid 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.

Signature

02-27-2024
Date

WORKFORCE ANALYSIS FORM

Name of Organization: J. Edinger & Son Inc

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		1															
Professionals																	
Superintendents																	
Supervisors		1															
Foremen		1															
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical		1															
Skilled Craft		3		7													
Service/Maintenance																	
Total:		7		7													

Prepared by: George L. Bledsoe Accounting **Date:** 02/27/2024

(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

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 MBE/WBE's, and 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 Certified MBE/WBE's and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Procurement of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov

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.

h. 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.

i. 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.

LEXINGTON

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.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, https://lexingtonky.diversitycompliance.com/

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.jonwave.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

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 30-2024

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. N/A				
2. N/A				
3. N/A				
4. N/A				

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.

J. Edinger & Son Inc
Company

Company Representative

02-27-2024
Date

President
Title

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 30-2024

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. N/A				
2. N/A				
3. N/A				
4. N/A				

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.

J. Edinger & Son Inc
Company

02-27-2024
Date

Company Representative

President
Title

LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference #30-2024

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. **Failure to submit this form may cause rejection of the bid.**

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. N/A					
2. N/A					
3. N/A					
4. N/A					

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.

J. Edinger & Son Inc
Company

Company Representative

02-27-2024
Date

President
Title

LEXINGTON

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 Addr	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

LEXINGTON

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

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

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

02-27-2024

Date

1. SCOPE AND CLASSIFICATION

1.1 This specification describes the minimum requirements for a Flink power reversing snowplow model #559SUS4 with nominal dimensions of ten feet long (10'L) X forty two inches tall (42"T) with a push frame series hitch.

2. REQUIREMENTS

2.1 MOLDBOARD: Finished moldboard assembly shall have a usable height of at least forty two inches (42") but not more than forty-four inches (44"). Length shall be ten feet (10'). Backside of moldboard shall be reinforced by at least eight (8) vertical ribs, ½" X 3", formed to the full height of the plow. Moldboard shall be plated with 304 stainless steel, minimum thickness of 9/64" (10 ga).

2.1.1 Shape and contour of moldboard assembly shall provide an integral snow deflector or shield along the top edge. This effect shall be enhanced by the installation of a field replaceable rubber deflector as a continuation of the integral deflector. The rubber deflector shall be designed and constructed to yield under heavy snow loading.

2.1.2 Moldboard shall include a field replaceable, carbon steel edged, cutting edge such as Kennametal or equal. Cutting edge shall consist of 4 pieces a minimum of 2' and a maximum of 3' in length.

2.2 PUSH TABLE: The push table and associated plow frame structures shall be designed and built to withstand the rigors of continuous municipal plowing. Primary structural member shall consist of four (4) inch square steel tubing, with a wall thickness of 3/8 inch. Design shall allow for hydraulic power angling through the use of two (2) double acting hydraulic cylinders with a minimum bore diameter of three inches (3").

2.3 TRIP FUNCTION: A four (4) piece sectional trip device shall be provided to allow the lower plow section to trip independently of the moldboard in 2' of 3' lengths. Blade hinges are reinforced weldment type and each weldment is supported by two (2) trip springs with reverse wound springs inside main spring. The tripping action of the cutting edge is adjustable for tension, cutting edge angle and pitch. The upper hinge members are attached to the moldboard section with minimum 5/8 " x 2" carriage bolts (Grade 8) and welds. Upper hinge members are made of heat-treated cast steel and must be individually replaceable. The hinge pins are triple hear-treated special 5/8" x 3-1/4" bolts secured in place by slotted nuts and cotter pins. The plow may be equipped with either sectional type or one-piece cutting edge 5/8" x 6" with holes punched on AASHO centers 1-1/2" from the top edge to permit all wear to be taken from one edge, thus allowing 3-1/4" of wear from a 6" cutting edge.

2.4 CASTERS: Two (2) heavy duty, full swiveling, screw adjustable caster assemblies shall be installed. Caster wheels shall be supported by tapered roller bearings and caster assembly shall include shock absorbing springs. Steel caster wheels shall be provided with pneumatic tires. Wear points of caster assemblies shall be provided with grease fittings.

2.5 CUSHION VALVE: A valve shall be included to provide hydraulic cushioning and protection for the hydraulic cylinders.

2.6 CURB SHOES: Plow shall be equipped with curb guards on each side to prevent wear and damage of the cutting edge when plowing next to curbs and islands.

2.7 PUSH FRAME/HITCH: A heavy duty push frame/hitch assembly model #PF106FDAQL-2LMHP shall be provided as the interface between the truck and the snow plow assembly. Hitch shall be specifically designed and constructed for quick connection and disconnection of the plow assembly by driving the truck into the plow. Hitch shall be provided with a double acting hydraulic cylinder with a minimum bore diameter of three inches (3") and lift arm to raise the plow assembly. Plow and hitch design shall allow the plow to follow the contours of the road surface.

2.7.1 QUICK LATCH: The quick latch system shall be constructed so as all structural members of the box portion to be minimum one half inch (1/2") steel. Two (2) latch plates shall be minimum one inch (1"), T-1 type A plate steel. Latches shall be machined for three quarter inch (3/4") 304 stainless steel lock pins. The lock assembly shall be operated by a single spring loaded lever. The spring loaded lock assemblies shall lock the latches closed automatically when the plow is hitched to the truck. There shall be one half inch (1/2") formed guide plates to align swivel bar when driving into the plow.

2.8 Each plow shall be furnished with an operator's and parts manual.

3. NOTES

3.1 Unless replaced by optional equipment specified herein, all items shall retain standard features and equipment as shown on manufacturer's website and in published literature.

3.2 All items provided under this specification shall fully comply with any and all applicable OSHA and ANSI standards as well as all applicable Federal, State, and Local laws, regulations, ordinances, statutes, resolutions, and codes at time of delivery.

3.3 Manufacturers printed literature, which shall include complete specifications, warranty, descriptive text and photographs, shall be submitted with the bid and becomes an integral part of the bid. If submitted literature does not indicate compliance with the specifications and your firm can meet these specifications by modification, you must fully describe the modifications on a separate page titled "EXCEPTIONS". Exception page(s) shall be submitted with bid and become an integral part of bid.

3.4 Plow assemblies described herein are to be mounted on 44,000 lb. GVW Kenworth T470 trucks by LFUCG personnel. Hydraulic power for plow functions shall be provided by the truck.

3.5 All items furnished shall be new and unused, current model production.

4. DELIVERY

4.1 Bid prices shall be FOB LFUCG Division of Fleet Services facility, 669 Byrd Thurman Drive, Lexington, Ky. 40510. Upon delivery, units shall be physically inspected by LFUCG personnel prior to acceptance. Appropriate measurements may be taken to insure compliance with specifications. Any item or items found to be non-compliant with these specifications for which no exception was taken in the bid, can be used as grounds for refusal of delivery and payment.

5. METHOD of AWARD

5.1 A price contract will be awarded to the responsive and responsible bidder(s) who most successfully demonstrate the ability to provide the items described herein at the lowest unit price. The issuance of a price contract does not obligate the LFUCG for any purchases, quantities, or amounts. Price contract is subject to two (2) annual renewals if both parties agree. One (1) annual request for increase in contract price increase will be considered when accompanied by appropriate justification supporting the amount of increase. Price increases will be granted at the sole discretion of the LFUCG.

Please log in to your Ionwave account to submit pricing under the line items tab. Once you have completed and uploaded your bid package, you will need to click "yes" on the attributes tab.

Bid 30-2024 (Snow Plows) Issued

NOT SUBMITTED - To complete your response, you must click 'Submit Response' in the Response Submission tab.

Closing in 7 days 4 hours 50 minutes 47 seconds

Bid Questions

Ask Question

Question Cutoff Date: 2/27/2024 10:00 AM (ET)

Question	Who is responsible for installation?
Answer	LFUCG personnel, see below.
	3.4 Plow assemblies described herein are to be mounted on 44,000 lb. GVW Kenworth T470 trucks by LFUCG personnel.
Submitted	2/22/2024 02:55:36 PM (ET)
Question	How many plows is this bid for?
Answer	We are currently unsure of how many. This is a price contract for the next 3 years.
Submitted	2/20/2024 11:16:30 AM (ET)
Question	Can we quote other brands or does it need to be Flink?
Answer	No, we are requesting Flink.
Submitted	2/20/2024 10:24:15 AM (ET)

Items 1 - 3 shown of 3 • Page 1 of 1 shown

Acknowledged
2/27/24

Chuck E

PHONE: 502-584-3524

FAX: 502-584-7067

J. EDINGER & SON, INC.
1010 STORY AVENUE
LOUISVILLE, KY 40206
EST. 1867

02/27/2024

Bid 30-2024 Snow plows

Flink model P2PR559US4001 10' x 42" with all options included in Specifications

Flink model PF106FDAQL2LMHP push frame with receiver hitch with Option included in specification.

No Exceptions. $21,532.00

Charles R Edinger III
President

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0927-23

File ID:	0927-23	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council Work Session
				File Created:	09/07/2023
File Name:	Page Break			**Final Action:**	

Title:

Notes:

Sponsors:		**Enactment Date:**	
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0927-23

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0292-24

File ID:	0292-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	090-2024	**In Control:**	Urban County Council
				File Created:	03/12/2024
File Name:	Energy Project Assessment District (EPAD) Renewal			**Final Action:**	04/25/2024

Title:

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Renewal Agreement with Energize Ky., LLC for continuing services as administrator of the Energy Project Assessment District Program for an additional three (3) years, at no cost to the Urban County Government. [Dept. of Finance, Hensley]

Notes: IN office 3/21/2024. MS

Stamped and filed in the CCO. Returned to Robin Adams via scans 4/26/2024. MS

Sponsors:		**Enactment Date:**	04/25/2024
Attachments:	Memo EPAD Renewal 2024, 0292-24- Energize KY renewal 4866-0673-1701 v.1.docx, R-162-2024, Contract #090-2024	**Enactment Number:**	R-162-2024
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	04/09/2024	Approved and Referred to Docket	Urban County Council	04/11/2024		Pass
1	Urban County Council	04/11/2024	Received First Reading	Urban County Council	04/25/2024		
1	Urban County Council	04/25/2024	Approved				Pass

Text of Legislative File 0292-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Renewal Agreement with Energize Ky., LLC for continuing services as administrator of the Energy Project Assessment District Program for an additional three (3) years, at no cost to the Urban County Government. [Dept. of Finance,

Hensley]

Summary

Authorization to renew an Agreement with the Energize KY, LLC for an additional three (3) years to provide administrative services related to the Energy Project Assessment District (EPAD) established by Ordinance No. 24-2018, with all costs paid by participating property owners. No Budgetary impact. (L0292-24) (Hensley)

Budgetary Implications: No

Advance Document Review:

Law: Yes, Completed by Evan Thompson, March 12, 2024

Risk Management: No

Fully Budgeted: N/A

Account Number: N/A

This Fiscal Year Impact: $0

Annual Impact: $0

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

ERIN HENSLEY
COMMISSIONER
FINANCE

TO: Mayor Linda Gorton
Members, Urban County Council

FROM: Erin Hensley, Commissioner of Finance

DATE: March 14, 2024

SUBJECT: Energy Project Assessment District (EPAD) Renewal

Request

Authorization to request a renewal of the Agreement with Energize KY, LLC for an additional three (3) years to provide administrative services related to the Energy Project Assessment District established by Ordinance No 24-2018, with all costs paid by participating property owners.

Why are you requesting?

Department needs this action completed because in Ordinance 24-2018 Lexington created an Energy Project Assessment District (EPAD) covering all of Fayette County, which allows a commercial property owner to finance energy improvements on its property through private loans that are collected through an assessment on the property owner's tax bill each year. The originally executed Agreement on May 17, 2018, with a contractual term of an additional three (3) years on April 23, 2021, (Contract #058-2021) ends in April 2024, and the Department requests that it be renewed for an additional three (3) more years.

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

The cost for this FY is: $0
The cost for future FY is: $0

Are the funds budgeted?

No budget is needed.

Account number: N/A

File Number: 0292-24
Commissioner: Erin Hensley

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A RENEWAL AGREEMENT WITH ENERGIZE KENTUCKY, LLC FOR CONTINUING SERVICES AS ADMINISTRATOR OF THE ENERGY PROJECT ASSESSMENT DISTRICT PROGRAM FOR AN ADDITIONAL THREE (3) YEARS, 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 a Renewal Agreement, which is attached hereto and incorporated herein by reference, with Energize Kentucky, LLC, to provide continuing services as the Administrator of the Energy Project Assessment District Program for an additional three (3) years, 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
0292-24:EPT_4866-0673-1701, v. 1

RESOLUTION NO. 162 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A RENEWAL AGREEMENT WITH ENERGIZE KENTUCKY, LLC FOR CONTINUING SERVICES AS ADMINISTRATOR OF THE ENERGY PROJECT ASSESSMENT DISTRICT PROGRAM FOR AN ADDITIONAL THREE (3) YEARS, 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 a Renewal Agreement, which is attached hereto and incorporated herein by reference, with Energize Kentucky, LLC, to provide continuing services as the Administrator of the Energy Project Assessment District Program for an additional three (3) years, 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

0292-24:EPT_4866-0673-1701, v. 1

RENEWAL AGREEMENT

This is an Agreement made as of April 26 2024, 2024, between the Lexington-Fayette Urban County Government ("LFUCG") and ENERGIZE KENTUCKY, LLC, 710 E. Main Street, Lexington, KY 40502 ("Administrator") (collectively, "the Parties").

1. As required in Section 4.1 of the Professional Services Agreement originally executed on May 17, 2018, and as renewed for a three-year term on April 23, 2021, the Parties mutually agree to extend the current contractual terms for an additional three (3) years, beginning on April 1, 2024 and ending on April 1, 2027.
2. All provisions of the original May 17, 2018 Professional Services Agreement, including all exhibits and documents incorporated therein by reference, shall remain in full force and effect for the duration of the renewed term, and are fully incorporated herein and made part of this Renewal Agreement.

EXECUTED AND AGREED TO by Lexington Fayette Urban County Government and Energize Kentucky, LLC on this 26th day of April, 2024

LFUCG:

Lexington-Fayette Urban County

By: Linda Gorton
Linda Gorton, Mayor

Attest:
URBAN COUNTY COUNCIL CLERK
Deputy

ADMINISTRATOR:

Energize Kentucky, LLC

By:
Chris Jones, Vice President

STATE OF KENTUCKY

COUNTY OF KENTON

The forgoing Agreement was subscribed, sworn to and acknowledged before me by CHRIS JONES, as the duly authorized representative for and on behalf of ENERGIZE KENTUCKY on this the 5th day of March 2024.
My commission expires: Oct. 11, 2026

NOTARY PUBLIC

DEANNE MICHELLE HUESMAN
NOTARY PUBLIC
STATE AT LARGE - KENTUCKY
COMMISSION # KYNP59401
MY COMMISSION EXPIRES OCTOBER 11, 2026

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0294-24

File ID:	0294-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	094-2024	**In Control:**	Urban County Council
				File Created:	03/13/2024
File Name:	Flock Group Inc. - Master Services Agreement / Order Form			**Final Action:**	04/25/2024

Title: A Resolution authorizing the Div. of Police to purchase License Plate Reader System from Flock Group Inc., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Flock Group Inc, related to the procurement, at a cost not to exceed $353,404.11. [Div. of Police, Weathers]

Notes: In office 3/18/2024. MS

Stamped and filed in the CCO. Original returned to Renita Happy and copy in the office 4/30/2024. MS

Sponsors:		**Enactment Date:**	04/25/2024
Attachments:	Cover Memo - Flock Group Inc, 294-24 4868-3631-3777 v.1.docx, R-163-2024, Conract #094-2024	**Enactment Number:**	R-163-2024
Deed #:		**Hearing Date:**	
Drafter:	Renita Happy	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/09/2024	Approved and Referred to Docket	Urban County Council	04/11/2024		Pass
1	Urban County Council	04/11/2024	Received First Reading	Urban County Council	04/25/2024		
1	Urban County Council	04/25/2024	Approved				Pass

Text of Legislative File 0294-24

Title

A Resolution authorizing the Div. of Police to purchase License Plate Reader System from Flock Group Inc., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Flock Group Inc, related to

the procurement, at a cost not to exceed $353,404.11. [Div. of Police, Weathers]

Summary

Authorization to reestablish Flock Group Inc. as a sole source vendor and accept the attached Master Services Agreement and Order Form. This is a proposed 5-year Contract for the License Plate Reader system, combining the 100 LPR deployments into single Contract, at a cost of $352,404.11 for the first year. Funds are Budgeted. (L0294-24) (Weathers/Armstrong)

Budgetary Implications: YES

Advance Document Review:

Law: Yes, Michael Sanner, 3/5/2024

Risk Management: No

Fully Budgeted: Yes

Account Number: 1101-505506-5561-76102

Year Impact: $352.404.11 (Year 1) / with annual future years costs of $317,500

Annual Impact: $ -0-

Project:

Activity:

Budget Reference:

Current Balance: $395,182.63

Lexington-Fayette Urban County Government
DEPARTMENT OF PUBLIC SAFETY

Linda Gorton
Mayor

Kenneth Armstrong
Commissioner

TO: Mayor Linda Gorton
Urban County Council

Lawrence B. Weathers

FROM: Chief Lawrence B. Weathers
Lexington Police Department

CC: Commissioner Kenneth Armstrong
Department of Public Safety

DATE: March 13, 2024

SUBJECT: Flock Group Inc. - Master Services Agreement / Order Form

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Request
Authorization to reestablish Flock Group Inc., as a sole source vendor and accept the attached Master Services Agreement and Order Form.

Why are you requesting?
This is a proposed 5 year contract with our current License Plate Reader system that will combine our full LPR deployment (25 initial deployment/75 additional deployment) into single contract locking in our current pricing of our 100 LPR. This is also to reestablish Flock Group Inc., as a sole source vendor. The attached document requires Council and Mayor Gorton's approval and signature.

What is the cost in this budget year and future budget years?
Funds are budgeted - $352,404.11 – (Year 1) / with Annual future years cost of $317,500

Are the funds budgeted? Yes – 1101-505506-5561-76102

File Number: 0294-24

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

LBW/rmh

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF POLICE TO PURCHASE LICENSE PLATE READER SYSTEM FROM FLOCK GROUP INC., A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH FLOCK GROUP INC, RELATED TO THE PROCUREMENT, AT A COST NOT TO EXCEED $353,404.11.

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

Section 1 – That the Division of Police is authorized to purchase License Plate Reader system from Flock Group Inc., a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Flock Group Inc., related to the procurement.

Section 2 – That an amount, estimated not to exceed the sum of $353,404.11 be and hereby is approved for payment to Flock Group Inc., from account #1101-505506-76102.

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
0294-24:MRS: 4868-3631-3777, v. 1

RESOLUTION NO. 163 - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF POLICE TO PURCHASE LICENSE PLATE READER SYSTEM FROM FLOCK GROUP INC., A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH FLOCK GROUP INC, RELATED TO THE PROCUREMENT, AT A COST NOT TO EXCEED $353,404.11.

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

Section 1 – That the Division of Police is authorized to purchase License Plate Reader system from Flock Group Inc., a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Flock Group Inc., related to the procurement.

Section 2 – That an amount, estimated not to exceed the sum of $353,404.11 be and hereby is approved for payment to Flock Group Inc., from account #1101-505506-76102.

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

0294-24:MRS: 4868-3631-3777, v. 1

Copy in lieu of original

Resolution #163-2024
Contract #-094-2024

Flock Safety + Lexington-Fayette Urban County Government

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Andrew Allen
andrew.allen@flocksafety.com
6159719287

flock safety

flock safety

EXHIBIT A
ORDER FORM

Customer:	Lexington-Fayette Urban County Government	Initial Term:	60 Months
Legal Entity Name:	Lexington-Fayette Urban County Government	Renewal Term:	24 Months
Accounts Payable Email:		Payment Terms:	Net 30
Address:	150 E Main St Lexington, Kentucky 40506	Billing Frequency:	Annual - First Year at Signing
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$317,500.00**
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	75	Included
Flock Safety Falcon ®	Included	25	Included
Flock Safety Platform Add Ons			
Extended data retention	$1,500.00	100	$150,000.00

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
25 Falcons - 8/31/23 to 2/29/24	$34,904.11	1	$34,904.11

Subtotal Year 1:	$352,404.11
Annual Recurring Subtotal:	$317,500.00
Discounts:	$62,500.00
Estimated Tax:	$0.00
Contract Total:	$1,622,404.11

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Special Terms:

Effective Date of the Contract. The first day of the Term of this Agreement, which shall be 3/1/2024.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$352,404.11
Annual Recurring after Year 1	$317,500.00
Contract Total	$1,622,404.11

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$62,500.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$0.00

LPR	Unit Price
Flock Safety Falcon	$3,000
Flock Safety Falcon (Axon/NPF study)	$2,500
Enhanced LPR Upgrade*	$37,500

Per Flock Terms and Conditions:
6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

*Not included in this agreement

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

By: DocuSigned by: Mark Smith AC5C931454C24F1...

Name: Mark Smith

Title: General Counsel

Date: 5/6/2024

Customer: Lexington-Fayette Urban County Government

By: Linda Gorton

Name: Linda Gorton

Title: Mayor

Date: 4/30/2024

PO Number:

Product and Services Description

Flock Safety Platform Items	Product Description	Term
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
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FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
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Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0297-24

File ID:	0297-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	087-2024	**In Control:**	Urban County Council
				File Created:	03/13/2024
File Name:	Rob Prop, LLC. Incentive Grant			**Final Action:**	04/25/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Infrastructure) Incentive Grant to Rob Prop, LLC, for a Stormwater Quality Project, at a cost not to exceed $173,103.56. [Div. of Water Quality, Martin]

Notes: In office 3/26/2024. MS

Stamped and filed in the CCO. Returned to Denice Bullock 4/26/2024. MS

Sponsors:		**Enactment Date:**	04/25/2024
Attachments:	Blue Sheet, FY 2024 Rob Prop, LLC (2592 Palumbo Drive)_Class B Infra - Council map, FY24 Class BI Rob Prop, LLC (2592 Palumbo Drive) GAA_Grantee signed, 0297-24- Rob Prop LLC Incentive Grant 4888-8954-7189 v.1.docx, R-164-2024, Contract #087-2024	**Enactment Number:**	R-164-2024
Deed #:		**Hearing Date:**	
Drafter:	Christina King	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/09/2024	Approved and Referred to Docket	Urban County Council	04/11/2024		Pass
1	Urban County Council	04/11/2024	Received First Reading	Urban County Council	04/25/2024		
1	Urban County Council	04/25/2024	Approved				Pass

Text of Legislative File 0297-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Infrastructure) Incentive Grant to Rob Prop, LLC, for a Stormwater Quality Project, at a cost not to exceed $173,103.56. [Div. of Water Quality, Martin]

Summary

Authorization to approve an FY 2024 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for Rob Prop, LLC to mitigate erosion and deterioration of the current drainage at 2592 Palumbo Drive, in the amount of $173,103.56. Funds are Budgeted. (L0297-24) (Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, Completed by Evan Thompson 3/13/2024

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: $173,103.56

Annual Impact: $

Project: WQINCENTIVE_24

Activity: WQ_GRANT

Budget Reference:

Current Balance: $1,240,853.97

MAYOR LINDA GORTON

LEXINGTON

CHARLES MARTIN
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

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

DATE: March 11, 2024

SUBJECT: Recommendation for an FY24 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for Rob Prop, LLC (2592 Palumbo Drive).

Request

The purpose of this memorandum is to request approval of an FY24 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for Rob Prop, LLC (2592 Palumbo Drive) in the amount of $173,103.56.

Purpose of Request

Grant funds will be used to mitigate erosion and deterioration of the current drainage area at 2592 Palumbo Drive. The project elements include retrofitting the existing lot with permeable pavers (approximately 1,306 ft^2) along with underground detention, as needed; design and construction of a bioswale with plantings in the landscape island to treat stormwater run-off, and replacing some impervious area at the site with approximately 5,250 ft^2 of the canopy. The project also incorporates stormwater education in the form of a WaterSmart Workforce Program (a series of interactive workshops, seminars, and hands-on training sessions conducted by experts in the field of water quality management), and permanent signage.

Project Cost in FY24 and in Future Budget Years

The grant has been approved for FY 2024 funding by the Water Quality Fees Board in the amount of $173,103.56 with a cost share of $43,486.04

Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE_24 – WQ_GRANT

Martin/Albright

Stormwater Quality Projects Incentive Grant Program



GRANT AWARD AGREEMENT

Fiscal Year 2024 Class B Infrastructure Incentive Grant Program

THIS AGREEMENT, made and entered into on the _____ day of _____, 20___, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **ROB PROP LLC, c/o THE GIBSON COMPANY,** 1050 MONARCH STREET, SUITE 200 LEXINGTON, KENTUCKY 40513 (hereinafter "Grantee" & "Property Owner").

W I T N E S S E T H:

WHEREAS, the Grantee is a documented fee-payer of the Government's Water Quality Management Fee; and

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

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

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

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

WHEREAS, any such improvements funded by the Government shall benefit the public through installed improvements and/or educational programming;

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

(1) The Government hereby grants the Grantee the sum of **$173,103.56** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein. The Grantee agrees to cost share the Grant with contributions, labor, and/or other services equal to or greater than 20% of the total project cost.

(2) The Grantee agrees to use the Grant only for the activities set forth in Attachment A which includes installation of stormwater control infrastructure at the following site location(s): **2592 PALUMBO DRIVE, LEXINGTON, KENTUCKY 40509** currently owned by the Property Owner.

(3) The Grantee agrees to meet all design standards specified in the Government's Engineering Manuals or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further

agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by LFUCG.

(4) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.

(5) The Grantee agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.

(6) The Grantee agrees to perform periodic reporting as detailed in Paragraph (7) herein below, and produce a Project Final Report within thirty (30) calendar days of the completion of the project elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures. Other deliverables include the following:

(a) At the end of the Feasibility Phase (if applicable), the following five deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
- Feasibility report evaluating the use of the potential BMP(s) on the proposed site;
- Conceptual design concept;
- Detailed cost estimate for design;
- Conceptual cost estimate for construction;
- Letter certifying all BMPs proposed for design as viable and feasible for the specific site and application.

(b) At the end of the Design Phase or prior to the start of the Construction Phase, the following six deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
- Set of all final design calculations;
- Set of final construction plans, including traffic control, erosion and sediment control, grading plans, etc.;
- Set of final specifications and bidding documents (if applicable);
- Final detailed engineer's construction cost estimate including quantities;
- All required permit submittals and approvals;
- Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual.

(c) At the end of the Construction Phase, the following five deliverables shall be provided:
- Summary of final construction costs and quantities;
- Copies of all federal, state, and local permits obtained for the project;
- Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;
- Photo documentation of site conditions and improvements before, during, and after construction;
- Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant.*

(7) The Grant to the Grantee shall be disbursed in the following manner:

(a) The Grantee shall submit at least once every three (3) months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items pur-

chased or ordered shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed. Each Request for Funds shall include a minimum of 10% cost share.

(b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials (*e.g.*, calculations, preliminary plans, etc.) completed to date. For educational events (if applicable), copies of the class rosters or sign-in sheets documenting the number of attendees shall be provided.

(c) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds within 15 calendar days of receipt and then forward it to the Division of Accounting for payment.

(d) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee or, if acceptable, forward approval within 15 calendar days of receipt to the Division of Accounting for payment.

(e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Grantee, the Mayor's Office, and the appropriate district Council person, and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(8) The Grantee agrees to obtain written approval from the Government's Grant Manager and Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(9) The Grantee agrees to complete the project phase(s) (*i.e.*, Design and/or Construction) outlined herein within **24** months from the date of this Agreement. The Grantee shall obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the schedule. Failure to obtain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(10) This Agreement may not be modified except by written agreement of the Government and the Grantee.

(11) The Grantee understands that the Grant amount shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Pro-

gram Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

(12) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will notify the Government's Grant Manager and Program Administrator immediately. Failure to notify the Government and resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(13) The Grantee agrees to allow the Government access to its property to perform monitoring of the project elements for compliance with this Agreement, as provided in the *"Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant"* (Attachment B).

(14) In any advertisement of the project funded by the Grant, whether written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.

(15) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.

(16) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.

(17) The Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of any permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.

(18) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by a Construction Grant through the Stormwater Quality Projects Incentive Grant Program shall remain in service and maintained by the Grantee or its representatives following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in (6b) above. The Property Owner further accepts and agrees to enter into the "*Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.

(19) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by this Grant shall remain the property of the current Property Owner, or his successors and assigns, unless otherwise specified in Attachments A and B.

(20) The Grantee and Property Owner understand that if any of the Grant-funded facilities not owned by the Government are removed from service, the property owner of record at the

time of removal shall be liable to reimburse the Government for 100% of the Remaining Value of the facility or portion removed, based upon the depreciation schedule provided in Attachment B.

(21) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee or Property Owner thirty (30) calendar days to address the deficiency or violation. If the Grantee or Property Owner does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.

(22) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.

(23) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.

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

(25) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner shall, to the extent allowed by law, defend, indemnify, and hold harmless Government 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 Grantee's or Property Owner's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____

LINDA GORTON, MAYOR

ATTEST:

_____

CLERK, URBAN COUNTY COUNCIL

GRANTEE ORGANIZATION & PROPERTY OWNER

ROB PROP LLC, c/o THE GIBSON COMPANY
1050 MONARCH STREET, SUITE 200
LEXINGTON, KENTUCKY 40513

BY: _____

NAME: Rob Sharp Jr.

TITLE: (Member)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by ROB SHARP, as the duly authorized representative for and on behalf of ROB PROP, LLC, on this the 21st day of FEBRUARY, 2025.

My commission expires: 4/21/2025.

Jennifer H Campbell
NOTARY PUBLIC

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
Rob Prop, LLC

GRANT PROGRAM — **2024 Stormwater Quality Projects Incentive Grant Program**
Class B Infrastructure Projects

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

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization: Rob Prop LLC, c/o The Gibson Company
1050 Monarch Street, Suite 200
Lexington, KY 40513
KY Organization #0415205

Primary Project Contact: Victoria Damron
859-983-9423 (phone)
propertmanager@thegibsoncompany.com (email)

Project Manager: Daniel Rehner, P.E
859-519-8977 (phone)
drehner@tbredfirm.com (email)

Project Site Location(s): 2592 Palumbo Drive
PVA #23035919

Property Owner(s): Rob Prop LLC,
c/o The Gibson Company
1050 Monarch Street, Suite 200
Lexington, KY 40513

Design Engineering Firm: Colt Engineering, Inc. d/b/a Thoroughbred Engineering
239 North Broadway
Lexington, KY 40507
859-519-8977 (phone)
Daniel Rehner, P.E. (Engineer of Record)
drehner@tbredfirm.com (email)

PROJECT PLAN ELEMENTS

All improvements shall be located on the property at 2592 Palumbo Drive, Lexington, Kentucky 40509, PVA #23035919 owned by Rob Prop LLC, c/o The Gibson Company. No other property or right-of-way shall be disturbed without the written permission from the property owners.

The purpose of the project is to improve parking facilities and vehicular circulation; effectively manage stormwater runoff from parking lot and roof surfaces; mitigate erosion and deterioration of the current drainage area; and improve runoff quality.

The project elements include

A. Permeable Pavers - Retrofit a portion of the existing lot with permeable pavers (approx. 1,306 ft^2) with underground detention, as needed.

B. Bioswale – design and construct a bioswale with plantings in the landscape island to treat stormwater run-off.

C. Tree canopy – This project will replace impervious area with approximately 5,250 ft^2 of the canopy.

D. Stormwater Education and Outreach – A permanent stormwater educational sign will be installed near the bioswale and front sidewalk of the building to introduce stormwater best management concepts to the public and provide employee training and awareness through the WaterSmart Workforce Program Development (a series of interactive workshops, seminars, and hands-on training sessions conducted by experts in the field of water quality management).

1) STORMWATER CONTROL FACILITIES DESIGN:

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

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

Design shall also account for the following stipulations:

- Submittals for stream permits (401 / 404) shall be completed as early as possible in the design process to inform the Design Engineer of alternatives that can be permitted without triggering state or federal mitigation requirements (if required).

- The Design Engineer shall meet with the LFUCG Grant Manager for at least three meetings during the design phase:

  i) Prior to the start of design
  ii) At the completion of approximately 50% design
  iii) At the 95% completion of the design documents

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

- All existing utilities shall be located and shown on the design plans.

- All existing easements, adjacent property lines, and rights-of-way shall be shown on the design plans. If any work is proposed to occur within any easement (*i.e.*, utility, etc.), whether public or private, the Organization shall obtain all necessary encroachment agreements from the authorized agencies prior to the start of construction.

- Any work proposed within or on public right-of-way, easement, or LFUCG-owned property will require one or more permits or approvals. This includes installation permits for connection into any existing curb inlet or stormwater manhole located within public right-of-way. Please contact the appropriate staff:

Parks and Recreation, Chris Cooperrider – ccooperrider@lexingtonky.gov
Environmental Services (greenways), Demetria Mehlhorn – dkimball@lexingtonky.gov
Environmental Services (street trees), Heather Wilson – hwilson@lexingtonky.gov
Engineering (right-of-way), John Cassel – jcassel@lexingtonky.gov
Engineering (new development), Hillard Newman – hnewman@lexingtonky.gov
Sanitary Sewers, Chris Dent – cdent@lexingtonky.gov
Stormwater, Mark Sanders– msanders@lexingtonky.gov

- All federal, state, and local permits, approvals, and agreements required for construction of the proposed improvements shall be obtained prior to the start of construction. If the timing of construction is such that a permit may expire before construction can be completed, then the Organization shall coordinate with the LFUCG Grant Manager and permitting agencies on appropriate timing for permit submittals. The Organization is fully responsible to determine which approvals, permits, and encroachments are required for the project.

- Erosion and sediment control and traffic control measures shall be designed to meet all standards and follow guidelines in the LFUCG Engineering Manuals, and shall be shown on the design plans with appropriate notes.

2) STORMWATER CONTROL FACILITIES CONSTRUCTION:

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

- **No construction shall occur until written approval from all affected property owners is provided to the LFUCG Grant Manager.**

- Construction shall not begin until all permits, approvals, agreements, etc. are obtained and copies provided to the LFUCG Grant Manager.

- All existing utilities shall be contacted, located, and coordinated with prior to any work being performed.

- The Erosion and Sediment Control Plan shall be provided to LFUCG for review and comment. The LFUCG Land Disturbance Permit shall be obtained by the contractor after placement of the ESC and traffic control measures.

- Failure to place acceptable erosion and sediment control measures into service prior to start of construction will result in shut-down of the job site until the measures are put in place. Construction practices shall be put in place to prevent the illicit discharge of sediment, dirt, sand, fluids, trash, and any other pollutant into the Municipal Separate Storm Sewer System or Waters of the Commonwealth.

- The Organization shall host a pre-construction meeting with all parties. The LFUCG Grant Manager shall be invited to this meeting and given three (3) business days notice.

- The Organization is responsible to provide all construction oversight, administration, and daily inspection. LFUCG shall not provide these services.

- The Organization shall document construction by taking before, during, and after photographs.

- Once construction is complete, a final punch-list inspection shall be performed. The LFUCG Grant Manager shall be invited to this inspection and given five (5) business days notice. If punch-list items are identified, a second inspection shall be performed once those items are resolved, and the LFUCG Grant Manager shall be invited to this inspection and given three (3) business days notice.

- The Organization agrees to enter into the *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant* included as Attachment B of the Grant Award Agreement within twenty-one (21) calendar days of the final (post punch-list) inspection. This Agreement may be recorded by LFUCG at the Fayette County Clerk's office.

REPORTING REQUIREMENTS

1. Prior to construction, the Organization shall provide the LFUCG Grant Manager three (3) hard copies and one (1) digital copy each of the following deliverables, each sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS):

   - Set of all final design calculations
   - Set of final construction plans, including erosion and sediment control plans, grading plans, etc. (including one "half-size" set)
   - Set of final specifications and bidding documents (if applicable)
   - Final detailed engineer's construction cost estimate including quantities, and/or bid(s)
   - All local, state, or federal permits, approvals, public or private encroachment agreements, etc. received to date for the project

- Inspection, Operation, and Maintenance (IOM) Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and LFUCG's Stormwater Manual
- Existing condition photographs

2. The Organization shall allow LFUCG twenty-one (21) calendar days to review the submittals and provide comments. If revised submittals are required, the Organization shall allow LFUCG ten (10) calendar days for review per submittal. LFUCG may choose to have a third party engineering consultant assist LFUCG in review of these submittals.

3. If the project is competitively bid, the selected contractor's unit price contract / bid list shall be provided to the LFUCG Grant Manager prior to the start of construction.

4. If the project is not competitively bid, the selected contractor's unit price contract shall be provided to the LFUCG Grant Manager prior to the start of construction, along with a justification for any deviations from the engineer's construction cost estimate.

5. **The construction phase shall begin only after the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the construction phase of the project.**

6. If, during construction, the contractor requests a deviation or addition to the quantities or costs in the construction contract, the LFUCG Grant Manager shall be notified within two (2) business days. Additions or modifications to the project that are not directly related to the intended and correct function of the stormwater control project elements as described in the Project Elements listed above and in the original incentive grant application are not eligible for Grant reimbursement. Therefore, the Organization is advised that it should coordinate closely with the LFUCG Grant Manager during construction to ensure the work being performed is in compliance with this Agreement. **Note that per the Grant Award Agreement all overruns that result in the project costs exceeding the Grant amount are the responsibility of the Organization.**

7. After construction is completed, the Project Final Report shall include digital and hard copies of the following:

   - Summary of final construction costs and quantities
   - Copies of all federal, state, and local permits obtained for the project (if not previously provided) and any permit closure documents
   - Three (3) copies of a Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent
   - Copies of final inspection minutes, punch-lists, etc.
   - Photo documentation of site conditions and improvements before, during, and after construction
   - Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant* (Note: This form will be provided by LFUCG after construction is completed and final costs determined.)
   - Any materials generated, including those for educational purposes

8. LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.

9. All attachments to Requests for Funds & Project Status Reports shall reference the associated line Table 2 – Eligible Expenses.

PERMANENT FACILITIES / INFRASTRUCTURE

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

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

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

EQUIPMENT

Any equipment purchased with the Grant shall remain the property of the Organization.

ADDITIONAL GRANT STIPULATIONS

Note the following additional stipulations related to this project:

1. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.

2. Applicant shall verify the need and ensure all permits are received *(e.g.,* local, FEMA, Army Corp, DOW, etc.) prior to any work.

3. Tree plantings shall be coordinated with existing utilities prior to plantings, and if possible, trees shall not be planted within 10' of an existing utility.

4. Encroachment agreements shall be obtained when working within any private utility areas.

5. An Inspection, Operations, and Maintenance (IOM) Plan shall be provided at the conclusion of the project. IOM Plan shall preclude storage of certain materials on the permeable pavement.

6. Permeable pavement shall not be installed within 10' on either side of an existing sanitary sewer and measures taken to prevent infiltrating water from entering into the sanitary sewer stone trench.

7. If underground detention is provided, property owner will be required to conform to LFUCG Code of Ordinances Chapter 16, Article X, Division 2.

8. Tree removal and planting activities shall be reviewed and approved by the Division of Environmental Services Urban Forester and/or Arborist prior to any tree removal or planting activities.

9. Because of modifications to the parking areas, the applicant will need to work with the LFUCG Division of Planning to verify the regulatory requirements.

10. Since the 36" line will be part of the public drainage system, applicant is required to conform to standards referenced in the LFUCG Stormwater Manual.

11. If through the design process applicant elects to use any kind of enclosure to extend the 36" it would be the responsibility of the Consultant/ Applicant to update the plat and get the easement created.

12. Both electronic and hard copies of all materials are to be provided to LFUCG, for its use, as part of the grant deliverables.

13. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 20.08% cost share offered in the application (approximately $43,486.04).

GRANT PERIOD & PROJECT SCHEDULE

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

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Anticipated Date(s)
Approval Grant Award Agreement and Notice to Proceed (NTP)	February 2024
Kick-off meeting	March 2024
Plan Development/Construction Document/Project Specifications/Design Calculations	April 2024 – June 2024
Cost Estimate & Quantities/Inspection, Operation & Maintenance Plan	June 2024 – August 2024
Permitting & Approval	September 2024 – December 2024
Bidding / Contract Negotiation & Award	January - February 2025
Construction	March – May 2025
Project Closeout / Final Report to LFUCG	May - July 2025

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

The project budget is broken into the following components based upon the Organization's grant application:

1. Design Phase: **$ 41,000.00**
2. Construction Phase and other items: **$ 175,589.60**

TOTAL PROJECT COSTS: **$ 216,589.60**

The total project cost estimate and breakdown of grant to cost share is as follows:

Total Grant Share	$ 173,103.56 (not-to-exceed)
Estimated Cost Share	$ 43,486.04
Est. Total Project Cost	**$ 216,589.60**

Table 2 lists the eligible expenses for this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization's cost share.

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

Construction cost items given in Table 2 are conceptual and the construction estimate will be revised and submitted to the LFUCG Grant Manager for review prior to construction and again once bids are received. **The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee**. Note that the Grant shall not be used to fund any project element that is required by local, state, or federal regulation in relation to any new development or redevelopment associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

TABLE 2 – ELIGIBLE EXPENSES

Line #	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
1	**Design**								
2	Design - Site/Civil Related Services	Consultant	Project Administration	$ 5,500.00	LS	1	$ 2,500.00	$ 3,000.00	$ 5,500.00
3	Design - Site/Civil Related Services	Consultant	Development plans	$ 12,500.00	LS	1	$ 5,000.00	$ 7,500.00	$ 12,500.00
4	Design - Site/Civil Related Services	Consultant	Contract Documents	$ 15,000.00	LS	1	$ 3,000.00	$ 15,000.00	$ 18,000.00
5	Design - Site/Civil Related Services	Consultant	Bidding / Contract Negotiations & CA	$ 5,000.00	LS	1		$ 5,000.00	$ 5,000.00
6	**Project Management**								
7	Project Management	Consultant	Grant Manager	$ 2,500.00	LS	1	$ -	$ 2,500.00	$ 2,500.00
8	Project Management	Consultant	Mobilization & Demobilization	$ 8,000.00	LS	1	$ 1,000.00	$ 7,000.00	$ 8,000.00
9	**Construction & Site Demolition**								
10	Construction	Contractor	General Conditions	$ 10,000.00	LS	1	$ 9,095.00	$ 905.00	$ 10,000.00
11	Construction	Contractor	Erosion & Sediment Control Measures	$ 6,800.00	LS	1	$ 1,500.00	$ 5,300.00	$ 6,800.00
12	Construction (Improvements)	Contractor	Materials - Non-woven Geotextile - Type IV	$ 8.00	SY	191	$ 305.60	$ 1,222.40	$ 1,528.00
13	Construction (Improvements)	Contractor	Materials - DGA	$ 20.00	TN	290	$ 4,640.00	$ 1,160.00	$ 5,800.00
14	Construction (Demolition)	Contractor	Materials- 36-INCH HDPE N-12 Pipe	$ 125.00	LF	208	$ -	$ 26,000.00	$ 26,000.00
15	Construction (Improvements)	Contractor	Materials - #57 stone (6")	$ 450.00	TN	35	$ -	$ 15,750.00	$ 15,750.00
16	Construction (Improvements)	Contractor	Materials - Standard Header Curb	$ 25.00	LF	200	$ 4,000.00	$ 1,000.00	$ 5,000.00
17	Construction (Improvements)	Contractor	Bioswale Rainwater System	$ 12,500.00	LS	1	$ -	$ 12,500.00	$ 12,500.00
18	Construction (Improvements)	Contractor	Plantings/Trees	$ 10,000.00	LS	1	$ 1,000.00	$ 9,000.00	$ 10,000.00
19	Construction	Contractor	Construction Staking	$ 5,500.00	LS	1	$ 2,200.00	$ 3,300.00	$ 5,500.00
20	Construction (Demolition)	Contractor	Demolition - Existing Pavement	$ 25.00	SY	50	$ -	$ 1,250.00	$ 1,250.00
21	Construction (Demolition)	Contractor	Demolition - Excavation	$ 35.00	CY	80	$ -	$ 2,800.00	$ 2,800.00
22	Construction (Demolition)	Contractor	Demolition - Pavement around swale	$ 35.00	SY	10	$ -	$ 350.00	$ 350.00
23	Construction (Demolition)	Contractor	Demolition - exisitng asphalt	$ 18.00	SY	516	$ -	$ 9,288.00	$ 9,288.00
24	**Propsed Pavement**								
25	Construction	Contractor	Pave drain System (Pervious Pavement)	$ 20.00	SF	1306	$ 5,224.00	$ 20,896.00	$ 26,120.00
26	Construction	Contractor	Standard Concrete Pavement	$ 135.00	SY	10	$ -	$ 1,350.00	$ 1,350.00
27	**Site Features**								
28		Contractor	Educational signage	$ 6,000.00	EA	1	$ -	$ 6,000.00	$ 6,000.00
29	**Other (Miscellaneous) Costs**								
30	Other (Miscellaneous) Costs	Project Manager	Mobilization & Demobilization	$ 3,000.00	LS	1	$ -	$ 3,000.00	$ 3,000.00
31	Other (Miscellaneous) Costs	Project Manager	Contingency (10%)	$ -		1	$ 8,021.44	$ 12,032.16	$ 20,053.60
32						**TOTAL PROJECT BUDGET:**	$ 47,486.04	$ 173,103.56	$ 220,589.60
33							**ORGANIZATION SHARE**	**GRANT SHARE**	
34				***COST SHARE % =**	**21.527%**	OK	**21.527%**	**78.5%**	
35									

FIGURE 1 – MAP OF PROJECT AREA (FROM APPLICATION)



Stormwater Quality Projects Incentive Grant Program



RESOLUTION NO. _____ – 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDING A CLASS B (INFRASTRUCTURE) INCENTIVE GRANT TO ROB PROP, LLC, FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED $173,103.56.

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, awarding a Class B (Infrastructure) Incentive Grant to Rob Prop, LLC, for a stormwater quality project.

Section 2 – That an amount, not to exceed $173,103.56, be and hereby is approved for payment to Rob Prop, LLC, from account # 4052-303204-3373-78112, 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
0297-24:EPT_4888-8954-7189, v. 1

RESOLUTION NO. 164 – 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDING A CLASS B (INFRASTRUCTURE) INCENTIVE GRANT TO ROB PROP, LLC, FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED $173,103.56.

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, awarding a Class B (Infrastructure) Incentive Grant to Rob Prop, LLC, for a stormwater quality project.

Section 2 – That an amount, not to exceed $173,103.56, be and hereby is approved for payment to Rob Prop, LLC, from account # 4052-303204-3373-78112, 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

0297-24:EPT_4888-8954-7189, v. 1

GRANT AWARD AGREEMENT

Fiscal Year 2024 Class B Infrastructure Incentive Grant Program

THIS AGREEMENT, made and entered into on the 26th day of April, 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **ROB PROP LLC, c/o THE GIBSON COMPANY,** 1050 MONARCH STREET, SUITE 200 LEXINGTON, KENTUCKY 40513 (hereinafter "Grantee" & "Property Owner").

W I T N E S S E T H:

WHEREAS, the Grantee is a documented fee-payer of the Government's Water Quality Management Fee; and

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

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

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

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

WHEREAS, any such improvements funded by the Government shall benefit the public through installed improvements and/or educational programming;

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

(1) The Government hereby grants the Grantee the sum of **$173,103.56** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein. The Grantee agrees to cost share the Grant with contributions, labor, and/or other services equal to or greater than 20% of the total project cost.

(2) The Grantee agrees to use the Grant only for the activities set forth in Attachment A which includes installation of stormwater control infrastructure at the following site location(s): **2592 PALUMBO DRIVE, LEXINGTON, KENTUCKY 40509** currently owned by the Property Owner.

(3) The Grantee agrees to meet all design standards specified in the Government's Engineering Manuals or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further

agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by LFUCG.

(4) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.

(5) The Grantee agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.

(6) The Grantee agrees to perform periodic reporting as detailed in Paragraph (7) herein below, and produce a Project Final Report within thirty (30) calendar days of the completion of the project elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures. Other deliverables include the following:

(a) At the end of the Feasibility Phase (if applicable), the following five deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
- Feasibility report evaluating the use of the potential BMP(s) on the proposed site;
- Conceptual design concept;
- Detailed cost estimate for design;
- Conceptual cost estimate for construction;
- Letter certifying all BMPs proposed for design as viable and feasible for the specific site and application.

(b) At the end of the Design Phase or prior to the start of the Construction Phase, the following six deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
- Set of all final design calculations;
- Set of final construction plans, including traffic control, erosion and sediment control, grading plans, etc.;
- Set of final specifications and bidding documents (if applicable);
- Final detailed engineer's construction cost estimate including quantities;
- All required permit submittals and approvals;
- Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual.

(c) At the end of the Construction Phase, the following five deliverables shall be provided:
- Summary of final construction costs and quantities;
- Copies of all federal, state, and local permits obtained for the project;
- Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;
- Photo documentation of site conditions and improvements before, during, and after construction;
- Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant.*

(7) The Grant to the Grantee shall be disbursed in the following manner:

(a) The Grantee shall submit at least once every three (3) months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items pur-

chased or ordered shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed. Each Request for Funds shall include a minimum of 10% cost share.

(b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials (*e.g.*, calculations, preliminary plans, etc.) completed to date. For educational events (if applicable), copies of the class rosters or sign-in sheets documenting the number of attendees shall be provided.

(c) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds within 15 calendar days of receipt and then forward it to the Division of Accounting for payment.

(d) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee or, if acceptable, forward approval within 15 calendar days of receipt to the Division of Accounting for payment.

(e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Grantee, the Mayor's Office, and the appropriate district Council person, and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(8) The Grantee agrees to obtain written approval from the Government's Grant Manager and Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(9) The Grantee agrees to complete the project phase(s) (*i.e.*, Design and/or Construction) outlined herein within **24** months from the date of this Agreement. The Grantee shall obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the schedule. Failure to obtain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(10) This Agreement may not be modified except by written agreement of the Government and the Grantee.

(11) The Grantee understands that the Grant amount shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Pro-

gram Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

(12) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will notify the Government's Grant Manager and Program Administrator immediately. Failure to notify the Government and resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(13) The Grantee agrees to allow the Government access to its property to perform monitoring of the project elements for compliance with this Agreement, as provided in the *"Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant"* (Attachment B).

(14) In any advertisement of the project funded by the Grant, whether written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.

(15) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.

(16) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.

(17) The Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of any permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.

(18) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by a Construction Grant through the Stormwater Quality Projects Incentive Grant Program shall remain in service and maintained by the Grantee or its representatives following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in (6b) above. The Property Owner further accepts and agrees to enter into the "*Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.

(19) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by this Grant shall remain the property of the current Property Owner, or his successors and assigns, unless otherwise specified in Attachments A and B.

(20) The Grantee and Property Owner understand that if any of the Grant-funded facilities not owned by the Government are removed from service, the property owner of record at the

time of removal shall be liable to reimburse the Government for 100% of the Remaining Value of the facility or portion removed, based upon the depreciation schedule provided in Attachment B.

(21) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee or Property Owner thirty (30) calendar days to address the deficiency or violation. If the Grantee or Property Owner does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.

(22) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.

(23) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.

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

(25) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner shall, to the extent allowed by law, defend, indemnify, and hold harmless Government 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 Grantee's or Property Owner's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton

LINDA GORTON, MAYOR

ATTEST:

Mackenzie Stack

CLERK, URBAN COUNTY COUNCIL

Deputy

GRANTEE ORGANIZATION & PROPERTY OWNER

ROB PROP LLC, c/o THE GIBSON COMPANY
1050 MONARCH STREET, SUITE 200
LEXINGTON, KENTUCKY 40513

BY: _____

NAME: Rob Sharp Jr.

TITLE: (Member)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by ROB SHARP, as the duly authorized representative for and on behalf of ROB PROP, LLC, on this the 21st day of FEBRUARY, 2025.

My commission expires: 4/21/2025.

Jennifer H Campbell

NOTARY PUBLIC

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
Rob Prop, LLC

GRANT PROGRAM — **2024 Stormwater Quality Projects Incentive Grant Program**
Class B Infrastructure Projects

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

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization:
Rob Prop LLC, c/o The Gibson Company
1050 Monarch Street, Suite 200
Lexington, KY 40513
KY Organization #0415205

Primary Project Contact:
Victoria Damron
859-983-9423 (phone)
propertmanager@thegibsoncompany.com (email)

Project Manager:
Daniel Rehner, P.E
859-519-8977 (phone)
drehner@tbredfirm.com (email)

Project Site Location(s):
2592 Palumbo Drive
PVA #23035919

Property Owner(s):
Rob Prop LLC,
c/o The Gibson Company
1050 Monarch Street, Suite 200
Lexington, KY 40513

Design Engineering Firm:
Colt Engineering, Inc. d/b/a Thoroughbred Engineering
239 North Broadway
Lexington, KY 40507
859-519-8977 (phone)
Daniel Rehner, P.E. (Engineer of Record)
drehner@tbredfirm.com (email)

PROJECT PLAN ELEMENTS

All improvements shall be located on the property at 2592 Palumbo Drive, Lexington, Kentucky 40509, PVA #23035919 owned by Rob Prop LLC, c/o The Gibson Company. No other property or right-of-way shall be disturbed without the written permission from the property owners.

The purpose of the project is to improve parking facilities and vehicular circulation; effectively manage stormwater runoff from parking lot and roof surfaces; mitigate erosion and deterioration of the current drainage area; and improve runoff quality.

The project elements include

A. Permeable Pavers - Retrofit a portion of the existing lot with permeable pavers (approx. 1,306 ft^2) with underground detention, as needed.

B. Bioswale – design and construct a bioswale with plantings in the landscape island to treat stormwater run-off.

C. Tree canopy – This project will replace impervious area with approximately 5,250 ft^2 of the canopy.

D. Stormwater Education and Outreach – A permanent stormwater educational sign will be installed near the bioswale and front sidewalk of the building to introduce stormwater best management concepts to the public and provide employee training and awareness through the WaterSmart Workforce Program Development (a series of interactive workshops, seminars, and hands-on training sessions conducted by experts in the field of water quality management).

1) STORMWATER CONTROL FACILITIES DESIGN:

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

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

Design shall also account for the following stipulations:

- Submittals for stream permits (401 / 404) shall be completed as early as possible in the design process to inform the Design Engineer of alternatives that can be permitted without triggering state or federal mitigation requirements (if required).

- The Design Engineer shall meet with the LFUCG Grant Manager for at least three meetings during the design phase:

  i) Prior to the start of design
  ii) At the completion of approximately 50% design
  iii) At the 95% completion of the design documents

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

- All existing utilities shall be located and shown on the design plans.

- All existing easements, adjacent property lines, and rights-of-way shall be shown on the design plans. If any work is proposed to occur within any easement (*i.e.*, utility, etc.), whether public or private, the Organization shall obtain all necessary encroachment agreements from the authorized agencies prior to the start of construction.

- Any work proposed within or on public right-of-way, easement, or LFUCG-owned property will require one or more permits or approvals. This includes installation permits for connection into any existing curb inlet or stormwater manhole located within public right-of-way. Please contact the appropriate staff:

Parks and Recreation, Chris Cooperrider – ccooperrider@lexingtonky.gov
Environmental Services (greenways), Demetria Mehlhorn – dkimball@lexingtonky.gov
Environmental Services (street trees), Heather Wilson – hwilson@lexingtonky.gov
Engineering (right-of-way), John Cassel – jcassel@lexingtonky.gov
Engineering (new development), Hillard Newman – hnewman@lexingtonky.gov
Sanitary Sewers, Chris Dent – cdent@lexingtonky.gov
Stormwater, Mark Sanders– msanders@lexingtonky.gov

- All federal, state, and local permits, approvals, and agreements required for construction of the proposed improvements shall be obtained prior to the start of construction. If the timing of construction is such that a permit may expire before construction can be completed, then the Organization shall coordinate with the LFUCG Grant Manager and permitting agencies on appropriate timing for permit submittals. The Organization is fully responsible to determine which approvals, permits, and encroachments are required for the project.

- Erosion and sediment control and traffic control measures shall be designed to meet all standards and follow guidelines in the LFUCG Engineering Manuals, and shall be shown on the design plans with appropriate notes.

2) STORMWATER CONTROL FACILITIES CONSTRUCTION:

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

- **No construction shall occur until written approval from all affected property owners is provided to the LFUCG Grant Manager.**
- Construction shall not begin until all permits, approvals, agreements, etc. are obtained and copies provided to the LFUCG Grant Manager.
- All existing utilities shall be contacted, located, and coordinated with prior to any work being performed.
- The Erosion and Sediment Control Plan shall be provided to LFUCG for review and comment. The LFUCG Land Disturbance Permit shall be obtained by the contractor after placement of the ESC and traffic control measures.
- Failure to place acceptable erosion and sediment control measures into service prior to start of construction will result in shut-down of the job site until the measures are put in place. Construction practices shall be put in place to prevent the illicit discharge of sediment, dirt, sand, fluids, trash, and any other pollutant into the Municipal Separate Storm Sewer System or Waters of the Commonwealth.
- The Organization shall host a pre-construction meeting with all parties. The LFUCG Grant Manager shall be invited to this meeting and given three (3) business days notice.
- The Organization is responsible to provide all construction oversight, administration, and daily inspection. LFUCG shall not provide these services.
- The Organization shall document construction by taking before, during, and after photographs.
- Once construction is complete, a final punch-list inspection shall be performed. The LFUCG Grant Manager shall be invited to this inspection and given five (5) business days notice. If punch-list items are identified, a second inspection shall be performed once those items are resolved, and the LFUCG Grant Manager shall be invited to this inspection and given three (3) business days notice.
- The Organization agrees to enter into the *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant* included as Attachment B of the Grant Award Agreement within twenty-one (21) calendar days of the final (post punch-list) inspection. This Agreement may be recorded by LFUCG at the Fayette County Clerk's office.

REPORTING REQUIREMENTS

1. Prior to construction, the Organization shall provide the LFUCG Grant Manager three (3) hard copies and one (1) digital copy each of the following deliverables, each sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS):

   - Set of all final design calculations
   - Set of final construction plans, including erosion and sediment control plans, grading plans, etc. (including one "half-size" set)
   - Set of final specifications and bidding documents (if applicable)
   - Final detailed engineer's construction cost estimate including quantities, and/or bid(s)
   - All local, state, or federal permits, approvals, public or private encroachment agreements, etc. received to date for the project

- Inspection, Operation, and Maintenance (IOM) Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and LFUCG's Stormwater Manual
- Existing condition photographs

2. The Organization shall allow LFUCG twenty-one (21) calendar days to review the submittals and provide comments. If revised submittals are required, the Organization shall allow LFUCG ten (10) calendar days for review per submittal. LFUCG may choose to have a third party engineering consultant assist LFUCG in review of these submittals.

3. If the project is competitively bid, the selected contractor's unit price contract / bid list shall be provided to the LFUCG Grant Manager prior to the start of construction.

4. If the project is not competitively bid, the selected contractor's unit price contract shall be provided to the LFUCG Grant Manager prior to the start of construction, along with a justification for any deviations from the engineer's construction cost estimate.

5. **The construction phase shall begin only after the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the construction phase of the project.**

6. If, during construction, the contractor requests a deviation or addition to the quantities or costs in the construction contract, the LFUCG Grant Manager shall be notified within two (2) business days. Additions or modifications to the project that are not directly related to the intended and correct function of the stormwater control project elements as described in the Project Elements listed above and in the original incentive grant application are not eligible for Grant reimbursement. Therefore, the Organization is advised that it should coordinate closely with the LFUCG Grant Manager during construction to ensure the work being performed is in compliance with this Agreement. **Note that per the Grant Award Agreement all overruns that result in the project costs exceeding the Grant amount are the responsibility of the Organization.**

7. After construction is completed, the Project Final Report shall include digital and hard copies of the following:

   - Summary of final construction costs and quantities
   - Copies of all federal, state, and local permits obtained for the project (if not previously provided) and any permit closure documents
   - Three (3) copies of a Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent
   - Copies of final inspection minutes, punch-lists, etc.
   - Photo documentation of site conditions and improvements before, during, and after construction
   - Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant* (Note: This form will be provided by LFUCG after construction is completed and final costs determined.)
   - Any materials generated, including those for educational purposes

8. LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.

9. All attachments to Requests for Funds & Project Status Reports shall reference the associated line Table 2 – Eligible Expenses.

PERMANENT FACILITIES / INFRASTRUCTURE

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

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

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

EQUIPMENT

Any equipment purchased with the Grant shall remain the property of the Organization.

ADDITIONAL GRANT STIPULATIONS

Note the following additional stipulations related to this project:

1. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.

2. Applicant shall verify the need and ensure all permits are received *(e.g.,* local, FEMA, Army Corp, DOW, etc.) prior to any work.

3. Tree plantings shall be coordinated with existing utilities prior to plantings, and if possible, trees shall not be planted within 10' of an existing utility.

4. Encroachment agreements shall be obtained when working within any private utility areas.

5. An Inspection, Operations, and Maintenance (IOM) Plan shall be provided at the conclusion of the project. IOM Plan shall preclude storage of certain materials on the permeable pavement.

6. Permeable pavement shall not be installed within 10' on either side of an existing sanitary sewer and measures taken to prevent infiltrating water from entering into the sanitary sewer stone trench.

7. If underground detention is provided, property owner will be required to conform to LFUCG Code of Ordinances Chapter 16, Article X, Division 2.

8. Tree removal and planting activities shall be reviewed and approved by the Division of Environmental Services Urban Forester and/or Arborist prior to any tree removal or planting activities.

9. Because of modifications to the parking areas, the applicant will need to work with the LFUCG Division of Planning to verify the regulatory requirements.

10. Since the 36" line will be part of the public drainage system, applicant is required to conform to standards referenced in the LFUCG Stormwater Manual.

11. If through the design process applicant elects to use any kind of enclosure to extend the 36" it would be the responsibility of the Consultant/ Applicant to update the plat and get the easement created.

12. Both electronic and hard copies of all materials are to be provided to LFUCG, for its use, as part of the grant deliverables.

13. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 20.08% cost share offered in the application (approximately $43,486.04).

GRANT PERIOD & PROJECT SCHEDULE

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

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Anticipated Date(s)
Approval Grant Award Agreement and Notice to Proceed (NTP)	February 2024
Kick-off meeting	March 2024
Plan Development/Construction Document/Project Specifications/Design Calculations	April 2024 – June 2024
Cost Estimate & Quantities/Inspection, Operation & Maintenance Plan	June 2024 – August 2024
Permitting & Approval	September 2024 – December 2024
Bidding / Contract Negotiation & Award	January - February 2025
Construction	March – May 2025
Project Closeout / Final Report to LFUCG	May - July 2025

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

The project budget is broken into the following components based upon the Organization's grant application:

1. Design Phase: **$ 41,000.00**
2. Construction Phase and other items: **$ 175,589.60**

TOTAL PROJECT COSTS:	**$ 216,589.60**

The total project cost estimate and breakdown of grant to cost share is as follows:

Total Grant Share	$ 173,103.56 (not-to-exceed)
Estimated Cost Share	$ 43,486.04
Est. Total Project Cost	**$ 216,589.60**

Table 2 lists the eligible expenses for this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization's cost share.

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

Construction cost items given in Table 2 are conceptual and the construction estimate will be revised and submitted to the LFUCG Grant Manager for review prior to construction and again once bids are received. **The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee**. Note that the Grant shall not be used to fund any project element that is required by local, state, or federal regulation in relation to any new development or redevelopment associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

TABLE 2 – ELIGIBLE EXPENSES

Line #	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
1	**Design**								
2	Design - Site/Civil Related Services	Consultant	Project Administration	$ 5,500.00	LS	1	$ 2,500.00	$ 3,000.00	$ 5,500.00
3	Design - Site/Civil Related Services	Consultant	Development plans	$ 12,500.00	LS	1	$ 5,000.00	$ 7,500.00	$ 12,500.00
4	Design - Site/Civil Related Services	Consultant	Contract Documents	$ 15,000.00	LS	1	$ 3,000.00	$ 15,000.00	$ 18,000.00
5	Design - Site/Civil Related Services	Consultant	Bidding / Contract Negotiations & CA	$ 5,000.00	LS	1		$ 5,000.00	$ 5,000.00
6	**Project Management**								
7	Project Management	Consultant	Grant Manager	$ 2,500.00	LS	1	$ -	$ 2,500.00	$ 2,500.00
8	Project Management	Consultant	Mobilization & Demobilization	$ 8,000.00	LS	1	$ 1,000.00	$ 7,000.00	$ 8,000.00
9	**Construction & Site Demolition**								
10	Construction	Contractor	General Conditions	$ 10,000.00	LS	1	$ 9,095.00	$ 905.00	$ 10,000.00
11	Construction	Contractor	Erosion & Sediment Control Measures	$ 6,800.00	LS	1	$ 1,500.00	$ 5,300.00	$ 6,800.00
12	Construction (Improvements)	Contractor	Materials - Non-woven Geotextile - Type IV	$ 8.00	SY	191	$ 305.60	$ 1,222.40	$ 1,528.00
13	Construction (Improvements)	Contractor	Materials - DGA	$ 20.00	TN	290	$ 4,640.00	$ 1,160.00	$ 5,800.00
14	Construction (Demolition)	Contractor	Materials- 36-INCH HDPE N-12 Pipe	$ 125.00	LF	208	$ -	$ 26,000.00	$ 26,000.00
15	Construction (Improvements)	Contractor	Materials - #57 stone (6")	$ 450.00	TN	35	$ -	$ 15,750.00	$ 15,750.00
16	Construction (Improvements)	Contractor	Materials - Standard Header Curb	$ 25.00	LF	200	$ 4,000.00	$ 1,000.00	$ 5,000.00
17	Construction (Improvements)	Contractor	Bioswale Rainwater System	$ 12,500.00	LS	1	$ -	$ 12,500.00	$ 12,500.00
18	Construction (Improvements)	Contractor	Plantings/Trees	$ 10,000.00	LS	1	$ 1,000.00	$ 9,000.00	$ 10,000.00
19	Construction	Contractor	Construction Staking	$ 5,500.00	LS	1	$ 2,200.00	$ 3,300.00	$ 5,500.00
20	Construction (Demolition)	Contractor	Demolition - Existing Pavement	$ 25.00	SY	50	$ -	$ 1,250.00	$ 1,250.00
21	Construction (Demolition)	Contractor	Demolition - Excavation	$ 35.00	CY	80	$ -	$ 2,800.00	$ 2,800.00
22	Construction (Demolition)	Contractor	Demolition - Pavement around swale	$ 35.00	SY	10	$ -	$ 350.00	$ 350.00
23	Construction (Demolition)	Contractor	Demolition - exisitng asphalt	$ 18.00	SY	516	$ -	$ 9,288.00	$ 9,288.00
24	**Propsed Pavement**								
25	Construction	Contractor	Pave drain System (Pervious Pavement)	$ 20.00	SF	1306	$ 5,224.00	$ 20,896.00	$ 26,120.00
26	Construction	Contractor	Standard Concrete Pavement	$ 135.00	SY	10	$ -	$ 1,350.00	$ 1,350.00
27	**Site Features**								
28		Contractor	Educational signage	$ 6,000.00	EA	1	$ -	$ 6,000.00	$ 6,000.00
29	**Other (Miscellaneous) Costs**								
30	Other (Miscellaneous) Costs	Project Manager	Mobilization & Demobilization	$ 3,000.00	LS	1	$ -	$ 3,000.00	$ 3,000.00
31	Other (Miscellaneous) Costs	Project Manager	Contingency (10%)	$ -		1	$ 8,021.44	$ 12,032.16	$ 20,053.60
32						**TOTAL PROJECT BUDGET:**	$ 47,486.04	$ 173,103.56	$ 220,589.60
33							**ORGANIZATION SHARE**	**GRANT SHARE**	
34				***COST SHARE % =**	**21.527%**	OK	**21.527%**	**78.5%**	
35									

FIGURE 1 – MAP OF PROJECT AREA (FROM APPLICATION)



Stormwater Quality Projects Incentive Grant Program



Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0298-24

File ID:	0298-24	**Type:**	Ordinance	**Status:**	Approved
Version:	3	**Contract #:**		**In Control:**	Urban County Council
				File Created:	03/13/2024
File Name:	Abolish/Create - Community and Resident Services			**Final Action:**	04/25/2024

Title: An Ordinance amending the authorized strength by abolishing one (1) Unclassified Civil Service Position of Social Services Coordinator, Grade 520E, and creating one (1) Classified Civil Service Position of Social Services Coordinator, Grade 520E, in the Div. of Community and Resident Services, effective upon passage of Council. [Div. of Human Resources, George]

Notes:

Sponsors:		**Enactment Date:**	04/25/2024
Attachments:	Bluesheet Memo 24-0040, O-039-2024	**Enactment Number:**	O-039-2024
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
3	Urban County Council Work Session	04/09/2024	Approved and Referred to Docket	Urban County Council	04/11/2024		Pass
3	Urban County Council	04/11/2024	Received First Reading	Urban County Council	04/25/2024		
3	Urban County Council	04/25/2024	Approved				Pass

Text of Legislative File 0298-24

Title

An Ordinance amending the authorized strength by abolishing one (1) Unclassified Civil Service Position of Social Services Coordinator, Grade 520E, and creating one (1) Classified Civil Service Position of Social Services Coordinator, Grade 520E, in the Div. of Community and Resident Services, effective upon passage of Council. [Div. of Human Resources, George]

Summary

Authorization to abolish one (1) unclassified position of Social Services Coordinator (Grade

520E) and create one (1) classified position of Social Services Coordinator (Grade 520E) in the Division of Community and Resident Services. The fiscal impact for FY 2024 will be Budget-neutral. (L0298-24) (George/Hamilton)

Budgetary Implications: NA

Advance Document Review:

Law: NA

Risk Management: NA

Fully Budgeted: Yes

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

MEMORANDUM

TO: Linda Gorton, Mayor
Sally Hamilton, Chief Administrative Officer
Council Members

FROM: _____
Glenda Humphrey George, Director
Division of Human Resources

DATE: March 13, 2024

SUBJECT: Abolish/Create positions – Division of Community and Resident Services

Request:
The attached action is requesting authorization to abolish one (1) unclassified position of Social Services Coordinator (Grade 520E) and create one (1) classified position of Social Services Coordinator (Grade 520E) in the Division of Community and Resident Services, effective upon passage of Council.

Why are you requesting:
The Division of Community and Resident Services requested to change this position from unclassified civil service to classified civil service. The Division of Human Resources conducted a study of the position and recommend that a classified civil service position be created.

What is the cost in this budget year and future budget year?
The fiscal impact for FY24 will be budget-neutral.

File Number: 0298-24

Director/Commissioner: Glenda Humphrey George/Sally Hamilton
If you have questions or need additional information, please contact Alana Morton at (859) 258-3037.

ORDINANCE NO. 039 - 2024

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) UNCLASSIFIED CIVIL SERVICE POSITION OF SOCIAL SERVICES COORDINATOR, GRADE 520E, AND CREATING ONE (1) CLASSIFIED CIVIL SERVICE POSITION OF SOCIAL SERVICES COORDINATOR, GRADE 520E, IN THE DIVISION OF COMMUNITY AND RESIDENT SERVICES, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 –That the following subsection line number in the unclassified civil service authorized strength be and hereby is deleted:

620.005	1	508	520E	Social Services Coordinator

Section 2 –That the following subsection line number in the classified civil service authorized strength be and hereby is amended to read as follows:

620.035	2	508	520E	Social Services Coordinator

Section 3 – That this Ordinance shall become effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL: April 25, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED: May 2, 2024-1t
0298-24:GET:4870-6912-7856, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0299-24

File ID:	0299-24	**Type:**	Ordinance	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	03/13/2024
File Name:	Abolish/Create - Family Services			**Final Action:**	04/25/2024

Title: An Ordinance amending the authorized strength by abolishing one (1) unclassified position of Early Childcare Assistant Teacher P/T, Grade 510N, abolishing one (1) unclassified position of Early Childcare Assistant Teacher, Grade 510N, and creating one (1) classified position of Early Childcare Teacher, Grade 512E, all in the Div. of Family Services, effective upon passage of Council. [Div. of Human Resources, George]

Notes:

Sponsors:		**Enactment Date:**	04/25/2024
Attachments:	Bluesheet Memo 24-0039, O-040-2024	**Enactment Number:**	O-040-2024
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/09/2024	Approved and Referred to Docket	Urban County Council	04/11/2024		Pass
1	Urban County Council	04/11/2024	Received First Reading	Urban County Council	04/25/2024		
1	Urban County Council	04/25/2024	Approved				Pass

Text of Legislative File 0299-24

Title

An Ordinance amending the authorized strength by abolishing one (1) unclassified position of Early Childcare Assistant Teacher P/T, Grade 510N, abolishing one (1) unclassified position of Early Childcare Assistant Teacher, Grade 510N, and creating one (1) classified position of Early Childcare Teacher, Grade 512E, all in the Div. of Family Services, effective upon passage of Council. [Div. of Human Resources, George]

Summary

Authorization to abolish one (1) unclassified position of Early Childcare Assistant Teacher

P/T (Grade 510N) and one (1) unclassified position of Early Childcare Assistant Teacher (Grade 510N); and create one (1) classified position of Early Childcare Teacher (Grade 512E) in the Division of Family Services. This action has a future impact of a cost of $4,946.80. Funds are Budgeted. (L0299-24) (George/Hamilton)

Budgetary Implications: Yes

Advance Document Review:

Law: NA

Risk Management: NA

Fully Budgeted: Yes

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

M E M O R A N D U M

TO: Linda Gorton, Mayor
Sally Hamilton, Chief Administrative Officer
Council Members

FROM: _____
Glenda Humphrey George, Director
Division of Human Resources

DATE: March 13, 2024

SUBJECT: Abolish/Create Positions – Division of Family Services

Request:
The attached action is requesting authorization to abolish one (1) unclassified position of Early Childcare Assistant Teacher P/T (Grade 510N) and one (1) unclassified position of Early Childcare Assistant Teacher (Grade 510N); and create one (1) classified position of Early Childcare Teacher (Grade 512E) in the Division of Family Services, effective upon passage of Council.

Why are you requesting?
The Parent Education Program at the Family Care Center has experienced situations where there are not enough childcare slots in its Early Childcare Program. To eliminate this issue, the Family Care Center is requesting an additional Early Childcare Teacher (Grade 512E) which will allow for an additional classroom with slots for eight (8) additional students.

There are currently four (4) full-time Early Childcare Assistant Teacher and two (2) part-time Early Childcare Assistant Teacher positions vacant. The Family Care Center is requesting to abolish one (1) full-time Early Childcare Assistant Teacher and one (1) part-time Early Childcare Assistant Teacher position and create one (1) classified position of Early Childcare Teacher. The Division of Human Resources has reviewed this request and recommends the requested action.

What is the cost in this budget year and future budget year?
This action has a future impact of a cost of $4,946.80.

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Early Childcare Assistant Teacher	$36,836.80	$0	$36,836.80
Early Childcare Teacher	$0	$40,612.00	$40,612.00
Total Annual Impact/ Salary and Benefits $4,946.80			

File Number: 0299 - 24

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

If you have questions or need additional information, please contact Alana Morton at (859) 258-3037.

ORDINANCE NO. 040 - 2024

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) UNCLASSIFIED POSITION OF EARLY CHILDCARE ASSISTANT TEACHER P/T, GRADE 510N, ABOLISHING ONE (1) UNCLASSIFIED POSITION OF EARLY CHILDCARE ASSISTANT TEACHER, GRADE 510N, AND CREATING ONE (1) CLASSIFIED POSITION OF EARLY CHILDCARE TEACHER, GRADE 512E, ALL IN THE DIVISION OF FAMILY SERVICES, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 –That the following subsection line number in the unclassified civil service authorized strength be and hereby is deleted:

640.055	1	521	510N	Early Childcare Assistant Teacher

Section 2 –That the following subsection line number in the unclassified civil service authorized strength be and hereby is amended to read as follows:

640.056	1	521	510N	Early Childcare Assistant Teacher P/T

Section 3 –That the following subsection line number in the classified civil service authorized strength be and hereby is amended to read as follows:

640.060	10	523	512E	Early Child Care Teacher

Section 2 – That this Ordinance shall become effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL: April 25,2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED: May 2,2024-1t
0299-24:GET:4865-0194-5776, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0303-24

File ID:	0303-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	093-2024	**In Control:**	Urban County Council
				File Created:	03/14/2024
File Name:	Magnet Forensics LLC - DVR Examiner Quotation & EULA			**Final Action:**	04/25/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an End User License Agreement with DVR Examiner, for software at a cost not to exceed $2,259.42. [Div. of Police, Weathers]

Notes: In office 3/19/2024. MS

Stamped and filed in the CCO. Returned to Renita Happy via IOM 4/30/2024. MS

Sponsors:		**Enactment Date:**	04/25/2024
Attachments:	Cover Memo - Magnet Forensics LLC - DVR Examiner & EULA, R-165-2024, Contract #093-2024	**Enactment Number:**	R-165-2024
Deed #:		**Hearing Date:**	
Drafter:	Renita Happy	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/09/2024	Approved and Referred to Docket	Urban County Council	04/11/2024		Pass
1	Urban County Council	04/11/2024	Received First Reading	Urban County Council	04/25/2024		
1	Urban County Council	04/25/2024	Approved				Pass

Text of Legislative File 0303-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an End User License Agreement with DVR Examiner, for software at a cost not to exceed $2,259.42. [Div. of Police, Weathers]

Summary

Authorization to accept the DVR Examiner Quotation and End User License Agreement with

Magnet Forensics, LLC, for a cost of $2,259.42. DVR Examiner is a software tool used in forensic investigations to recover video and metadata from digital video recorders (DVRs). Funds are Budgeted. (L0303-24) (Weathers/Armstrong)

Budgetary Implications: Yes
Advance Document Review:

Law: Yes, Michael Sanner, March 11, 2024

Risk Management: No

Fully Budgeted: Yes
Account Number: 1101-505506-5561-76102
Year Impact: $2,259.42
Annual Impact: $ -0-
Project:
Activity:
Budget Reference:
Current Balance: $395,182.63

Lexington-Fayette Urban County Government
DEPARTMENT OF PUBLIC SAFETY

Linda Gorton
Mayor

Kenneth Armstrong
Commissioner

TO: Mayor Linda Gorton
Urban County Council

Lawrence B. Weathers

FROM: Chief Lawrence B. Weathers
Lexington Police Department

CC: Commissioner Kenneth Armstrong
Department of Public Safety

DATE: March 14, 2024

SUBJECT: Magnet Forensics, LLC – DVR Examiner Quotation and End User License Agreement

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Request
Authorization to accept the DVR Examiner Quotation and End User License Agreement with Magnet Forensics, LLC.

Why are you requesting?
DVR Examiner is a software tool used in forensic investigations to recover video and metadata from digital video recorders (DVRs). It helps forensic investigators retrieve footage and data from DVR systems even if the recordings have been deleted or overwritten. DVR Examiner's capability to bypass passwords on locked DVR systems facilitates access to otherwise inaccessible data. Overall, DVR Examiner stands as a comprehensive solution in obtaining and analyzing critical evidence from DVR systems. The Lexington Police Department is requesting approval from the Urban County Council to authorize Mayor Gorton to sign the attached quotation and agreement. Upon signing, please forward a copy to the Chief's Office.

What is the cost in this budget year and future budget years? $2,259.42

Are the funds budgeted? Yes, 1101-505506-5561-76102

File Number: 0303-24

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

LBW/rmh

RESOLUTION NO. 165 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN END USER LICENSE AGREEMENT WITH DVR EXAMINER, FOR SOFTWARE AT A COST NOT TO EXCEED $2,259.42.

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 End User License Agreement, which is attached hereto and incorporated herein by reference, with DVR Examiner, for software.

Section 2 - That an amount, not to exceed the sum of $2,259.42, be and hereby is approved for payment to DVR Examiner, from account #1101-505506-76102.

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

0303-24:MRS:4881-4120-1329, v. 1

Q-335108 - USD 2,259.42

Quotation

Address:
Magnet Forensics, LLC
931 Monroe Drive NE
Suite A102-340
Atlanta, Georgia 30308
United States

Phone: 519-342-0195
E-Mail: sales@magnetforensics.com

Quote #: Q-335108-1
Issue Date: 16 Jan, 2024
Expires On: 16 Feb, 2024

Bill To
Chris Sizemore
Lexington Police Department (KY)
150 East Main Street
Lexington, Kentucky 40507
United States
(859)258-3541
csizemore@lexingtonpolice.ky.gov

Ship To
Chris Sizemore
Lexington Police Department (KY)
150 East Main Street
Lexington, Kentucky 40507
United States
(859)258-3541
csizemore@lexingtonpolice.ky.gov

End User
Chris Sizemore
Lexington Police Department (KY)
150 East Main Street
Lexington Kentucky 40507
United States
(859)258-3541
csizemore@lexingtonpolice.ky.gov

PREPARED BY	PHONE	EMAIL	PAYMENT TERM
James Fisher		james.fisher@magnetforensics.com	Net 30

ITEM #	PRODUCT NAME	SMS DATES	UNIT SELLING PRICE	QTY	EXTENDED PRICE
6DVR04	DVR Examiner	27 Mar, 2024 to 31 Aug, 2024	USD 2,259.42	1	USD 2,259.42

Sub-Total	USD 2,259.42
Taxes	USD 0.00
Grand Total	**USD 2,259.42**

Prices subject to change upon quote expiry. Accurate sales tax will be calculated at the time of invoicing when applicable. If your company is tax exempt, please provide appropriate support with your signed quote. Hardware may be subject to additional fees related to delivery, import and export.

Terms & Conditions

Unless you have an existing written agreement with Magnet Forensics for the products and/or services listed in this quotation, by: (a) signing below, (b) submitting an Order to Magnet Forensics referencing this quotation, or (c) making payment for the products and/or related services listed in this quotation, you agree to the terms and conditions at http://magnetforensics.com/legal/ applicable to such products and/or services listed in this quotation to the exclusion of any differing or additional terms which may be found on your purchase order or similar document. By signing, you certify that you have the authority to bind your organization.

Magnet Forensics may adjust the software term start and/or end date, without increasing the total software license price, based on the date Magnet Forensics activates the software and provided that the total software license term length does not change.

Signature: Linda Gorton **Date:** 4/30/2024

Name (Print): Linda Gorton **Title:** Mayor

Please sign and email to James Fisher at james.fisher@magnetforensics.com

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0316-24

File ID:	0316-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	095-2024	**In Control:**	Urban County Council
				File Created:	03/18/2024
File Name:	Raven Run Deed Restriction 3785 and 3990 Raven Run Way			**Final Action:**	04/25/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Declaration of Covenants and Restrictions, in favor of the Dept. of Local Government, encumbering two parcels (3785 and 3990 Raven Run Way) owned by the Urban County Government, to fulfill requirements of the Land and Water Conservation Grant in relation to the Raven Run Nature Sanctuary, and further authorizing the Mayor to execute any other documents needed to fulfill this Grant requirement. [Div. of Parks and Recreation, Conrad]

Notes: signed by mayor, 1 copy kept in CCO, 2 given back to Chris Toutant. 4/30/2024 AA

Sponsors:		**Enactment Date:**	04/25/2024
Attachments:	Bluesheet Memo - Raven Run LWCF Deed Restriction 3990 & 3785 - Signed, 0316-24 Deed Restriction for 3785 and 3990 4860-1940-3187 v.1.docx, R-166-2024, Contract #095-2024	**Enactment Number:**	R-166-2024
Deed #:		**Hearing Date:**	
Drafter:	Roger Daman	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/09/2024	Approved and Referred to Docket	Urban County Council	04/11/2024		Pass
1	Urban County Council	04/11/2024	Received First Reading	Urban County Council	04/25/2024		
1	Urban County Council	04/25/2024	Approved				Pass

Text of Legislative File 0316-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Declaration of Covenants and Restrictions, in favor of the Dept. of Local Government,

encumbering two parcels (3785 and 3990 Raven Run Way) owned by the Urban County Government, to fulfill requirements of the Land and Water Conservation Grant in relation to the Raven Run Nature Sanctuary, and further authorizing the Mayor to execute any other documents needed to fulfill this Grant requirement. [Div. of Parks and Recreation, Conrad]

Summary

Authorization to execute a Declaration of Covenant and Restrictions, in favor of the Department for Local Government, encumbering two (2) parcels of LFUCG property, located at 3785 and 3990 Raven Run Way, for a cost of $149. Funds are Budgeted. (L0316-24) (Conrad/Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes - Brittany Smith - 3/15/2024

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 1101 707605 7558 75101

This Fiscal Year Impact: $149

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance: $2,481.01

MAYOR LINDA GORTON

LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

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

FROM: _____
Monica Conrad, Director
Parks and Recreation

DATE: **March 18, 2024**

SUBJECT: **Declaration of Covenant and Restrictions – 3785 and 3990 Raven Run Way**

Request:

Authorization for the Mayor to execute a Declaration of Covenant and Restrictions, in favor of the Department for Local Government, encumbering two (2) parcels of LFUCG property, located at 3785 and 3990 Raven Run Way.

Purpose:

Parks and Recreation needs this action completed to fulfill requirements of the Land and Water Conservation Fund Grant in relation Raven Run Nature Sanctuary.

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

The cost for this FY is: $149.00
The cost for future FY is: N/A

Are the funds budgeted?

Account number: 1101 707605 7558 75101 781

File Number: 0316-24

Director/Commissioner: Monica Conrad/Chris Ford

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A DECLARATION OF COVENANTS AND RESTRICTIONS, IN FAVOR OF THE DEPARTMENT OF LOCAL GOVERNMENT, ENCUMBERING TWO PARCELS (3785 AND 3990 RAVEN RUN WAY) OWNED BY THE URBAN COUNTY GOVERNMENT, TO FULFILL REQUIREMENTS OF THE LAND AND WATER CONSERVATION GRANT IN RELATION TO THE RAVEN RUN NATURE SANCTUARY, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER DOCUMENTS NEEDED TO FULFILL THIS GRANT REQUIREMENT.

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 Declaration of Covenants and Restrictions, which is attached hereto and incorporated herein by reference, in favor of the Department of Local Government, encumbering two parcels (3785 and 3990 Raven Run Way) owned by the Urban County Government, to fulfill requirements of the Land and Water Conservation Grant in relation to the Raven Run Nature Sanctuary.

Section 2 – That the Mayor is further authorized, on behalf of the Urban County Government, to execute any other documents needed to fulfill this grant requirement.

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
0316-24:BGS:4860-1940-3187, v. 1

RESOLUTION NO. 166 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A DECLARATION OF COVENANTS AND RESTRICTIONS, IN FAVOR OF THE DEPARTMENT OF LOCAL GOVERNMENT, ENCUMBERING TWO PARCELS (3785 AND 3990 RAVEN RUN WAY) OWNED BY THE URBAN COUNTY GOVERNMENT, TO FULFILL REQUIREMENTS OF THE LAND AND WATER CONSERVATION GRANT IN RELATION TO THE RAVEN RUN NATURE SANCTUARY, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER DOCUMENTS NEEDED TO FULFILL THIS GRANT REQUIREMENT.

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 Declaration of Covenants and Restrictions, which is attached hereto and incorporated herein by reference, in favor of the Department of Local Government, encumbering two parcels (3785 and 3990 Raven Run Way) owned by the Urban County Government, to fulfill requirements of the Land and Water Conservation Grant in relation to the Raven Run Nature Sanctuary.

Section 2 – That the Mayor is further authorized, on behalf of the Urban County Government, to execute any other documents needed to fulfill this grant requirement.

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

0316-24:BGS:4860-1940-3187, v. 1

LAND AND WATER CONSERVATION FUND (LWCF)

DEED RESTRICTION

This Declaration of Covenants and Restrictions (hereinafter "Declaration"), which shall be effective as of the ___ day of _____, 2024, is made by and between **Lexington-Fayette Urban County Government**, whose address is 200 East Main Street, Lexington, Ky. 40507 ("Owner" or "Grantor"), and the **Office of the Governor, Department for Local Government**, a government agency of the Commonwealth of Kentucky, 100 Airport Road, 3rd Floor, Frankfort, Kentucky 40601 (hereinafter "DLG").

W I T N E S S E T H:

WHEREAS, Owner is the fee simple owner of the property located in Fayette County, Kentucky and further described in **Exhibit "B"** attached hereto and made part of, together with any and all park improvements located thereon, rights and appurtenances thereunto belonging and appurtenant easements thereto (hereinafter "Property").

NOW, THEREFORE, in consideration of DLG making funds available to Owner, from the Department of Interior, National Park Service Land and Water Conservation Fund Program under LWCF Agreement Number 21-01653 for the Property described herein, Owner wishes to place upon the Property certain restricting and covenants as to its use, which covenant shall run with the land and be binding upon the Owner, its successors and assigns, as follows.

1. **Permitted Use of Property.** The property identified ("Property") below must at all times be maintained for use as public outdoor recreation ("POR Project"), in accordance with the Land and Water Conservation Fund Act and pursuant to the terms of the Memorandum of Agreement between Owner and the Commonwealth of Kentucky, Department for Local Government ("DLG") and this Deed Restriction.

2. **Required Maintenance.** The Owner of the Property has the following responsibilities:

   a. Owner shall maintain the POR Project in perpetuity to prevent undue deterioration of the facilities and to encourage public use.

b. The Owner's obligation to maintain shall require replacement, repair, and reconstruction by Owner whenever necessary to preserve the POR Project in substantially the same structural condition and state of repairs as those indicated in the Baseline Documentation.

c. Owner shall keep the POR Project reasonably safe for public use

d. Owner shall keep the POR Project open for public use at reasonable hours and times of the year for perpetuity.

e. Owner shall keep the POR Project open for all persons regardless of race, color, sex, national origin, or disability.

f. The Owner shall allow the POR Project to be used solely for public outdoor recreational purposes. Both parties understand that a residential structure currently exists on the Property, and that the Owner currently rents, and intends to continue renting, this structure to individual(s) so that those individual(s) may assist with maintaining the POR Project, including but not limited to monitoring the Property for trespass or vandalism. It is mutually understood and agreed that the existence of the residential structure and the active use of that structure as a residence on the Property are consistent with the Owner's responsibilities under this Deed Restriction. DLG further agrees that said use may continue in perpetuity without violating the conditions of this Deed Restriction.

g. The Owner shall only erect those structures or improvements which are conducive to the use of the POR Project and/or the safety of the POR Project users. Such structures may include but shall not be limited to signage, stairways, steps, bridges, paving and surfacing material, culverts, benches, picnic tables, restrooms, parking lots, trash receptacles, and signs or markings to inform the public of the POR Project location or other features. This provision shall not be interpreted so as to prohibit the Owner from making any necessary repairs or improvements to the residential structure on the Property.

h. The Owner shall not place, collect, or store trash, human waste, ashes, chemicals, hazardous or toxic substances or any other unsightly or offensive material within the POR Project, except for trash receptacles provided for the use of POR Project users.

i. The Owner shall not make permanent substantial topographical changes within the POR Project, including but not limited to filing, excavation, removal of topsoil, sand gravel, rocks or minerals without prior notice and approval from DLG;

j. The Owner shall not participate in any unanticipated activity or use of the

Property, which would impair significant use of the POR Project unless such activity is necessary for the protection of the values that are the subject of this Deed Restriction.

k. The Owner shall not change the use of the POR Project without prior notice to and approval for the change of use from DLG. Before approval is granted DLG must find that the change does not conflict with any federal laws which may prohibit change of the use of the POR Project.

l. The Owner shall not conduct any archaeological exploration, artifact collection or recovery operation without prior notice to and approval by DLG. Any such investigation shall be conducted under the immediate supervision of a qualified professional archaeologist with training or experience that is acceptable to DLG and shall conform to the standards for archaeological work established by DLG or the National Park Service. If a permit is required, Owner must also obtain prior written approval from DLG. All archeological artifacts recovered from the POR Project shall be curated at a facility approved by DLG. Should the facility charged with the curation of such artifacts cease to exist, or become, for any reason, unwilling to remain in possession of such artifacts or should DLG determine that such party is using such artifacts for purposes other than research, conservation, and display, then possession shall become vested in DLG and Owner or its designee shall immediately surrender control over all such artifacts to DLG.

m. The Owner shall not erect any signs or advertisements within the POR Project except those designed to provide information to the public of the POR Project location or other POR Project features without prior notice to and approval by DLG.

n. The Owner shall not permit any rights-of-way, easements of ingress or egress, driveways, roads, utility lines or other easements or servitudes, to be constructed, developed, or maintained into, on, over, under, or across, the POR Project without the prior notice to and approval by DLG.

o. The Owner shall take all steps necessary, at its own cost, to enforce and preserve its property interest in the POR Project to the extent necessary to comply with its obligations under the MOA and this Deed Restriction and to preserve DLG's rights under the same.

3. **Conversion to Other Use.** The property identified herein has been acquired or developed with federal financial assistance provided by the National Park Service through the Land and Water Conservation Fund program in accordance with the Land and Water Conservation Fund Act of 1965, as amended, 16 U.S.C. and 460l-5 *et seg.* (1970ed). Pursuant to a requirement of that law, this property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Secretary of the Interior. By law, the Secretary of the Interior shall approve such conversion only

if it is in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions as necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and locations. See 54 U.S.C. § 200305(f)(3)). Also, pursuant to Section 504 of the Rehabilitation Act of 1973, the owner of the property does assure that handicapped persons will not be discriminated against in accordance with 43 CRF Part 17: Nondiscrimination in Federally Assisted Programs of the Department of the Interior.

4. **Notice and Approval.** The purpose of requiring the Owner to notify DLG prior to undertaking certain permitted activities is to afford DLG an adequate opportunity to monitor those activities in question to ensure that they are designed and carried out in a manner that is consistent with the purpose of the Deed Restriction.

a. Whenever notice is required, Owner shall notify DLG in writing not less than thirty (30) days prior to the date Owner intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit DLG to make an informed judgment as to its consistency with the purpose of this Deed Restriction.

b. Where DLG's approval is required, DLG shall grant or withhold its approval in writing within thirty (30) days of receipt of Owner's written request therefore. Failure of DLG to deliver a written response to the Owner within such thirty (30) days shall be deemed to constitute approval by DLG of such request unless such act is contrary to any express restriction included herein. DLG's approval may be withheld only upon a reasonable determination by DLG that the action as proposed would be inconsistent with the purpose of this Deed Restriction.

5. **Inspections.** DLG may, but is not required to, make periodic inspections of the POR Project with the consent of Owner, representative of DLG shall be permitted at all reasonable times to inspect the POR Project. Owner covenants not to withhold unreasonably its consent in determining dates and times for such inspections.

6. **Notice of Violation; Corrective Action.** If DLG determines that a violation of the terms of this Deed Restriction has occurred or is threatened, DLG shall give written notice to the Owner of such violation and demand corrective action sufficient to cure the violation. The Owner shall correct deficiencies identified and report those corrections in writing to DLG within the time allowed for cure outlined in Paragraph 8.

7. **Standards for Review.** DLG shall apply the Secretary's Standards in exercising any authority created by the Deed Restriction to inspect the POR Project, to review any construction, alteration, repair or maintenance of the POR Project, or to review casualty damage or to reconstruct or approve reconstruction of the POR Project following casualty damage.

8. **Remedies:**

a. **Injunction.** If Owner fails to cure the violation within sixty (60) days after receipt of notice thereof from DLG, or, under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, fails to begin curing such violation within the sixty (60) day period, fails to continue diligently to cure such violation until finally cured, DLG may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Deed Restriction, to enjoin the violation, ex parte as necessary, by restraining order, temporary or permanent injunction, and to require the restoration of the POR Project to the condition indicated in the Baseline Documentation.

In the event that DLG seeks an injunction, DLG shall not be required to post a bond and shall not be required to demonstrate irreparable harm or injury. Owner agrees that DLG's remedies at law for any violation of the terms of this Deed Restriction are inadequate and that DLG shall be entitled to the injunctive relief described above, both prohibitive and mandatory, in addition to such other relief to which DLG may be entitled, including specific performance of the terms of this Deed Restriction, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. DLG's remedies described in this Subparagraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

b. **Damages.** If Owner fails to cure the violation within sixty (60) days after receipt of notice thereof from DLG, or, under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, fails to begin curing such violation within the sixty (60) period, fails to continue diligently to cure such violation until finally cured, DLG may bring an action at law demanding reimbursement of the money paid to the Owner pursuant to the MOA.

In the alternative, DLG can enter the POR Project and cure the violation itself. It can then bring an action for the cost of performing the maintenance or curing the violation.

c. **Emergency Enforcement.** If DLG, in its discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the POR Project, DLG may pursue any of its remedies available under this Deed Restriction without notice to Owner and without waiting for the period provided for cure to expire.

d. **Scope of Relief.** DLG's rights under this Paragraph apply equally in the event of either actual or threatened violations of the terms of this Deed Restriction.

e. **Cost of Enforcement.** All reasonable costs incurred by DLG in enforcing the terms of this Deed Restriction against the Owner, including without limitation, costs and expenses of suit and reasonable attorneys' fees, shall be borne by the Owner without abatement, suspension, deferment or reduction; provided, however, that if Owner ultimately prevails in a judicial enforcement action each party shall bear its own costs.

f. **Lien.** Owner expressly agrees that DLG shall have, is hereby granted, and shall be entitled to record a lien against the Owner's interested in the POR Project for any unpaid damages or costs of enforcement if DLG so chooses. Any lien on the POR Project created pursuant to this Deed Restriction may be confirmed by judgment and foreclosed by DLG in the same manner as a mechanic's lien except that no lien created pursuant to this Deed Restriction shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the POR Project.

g. **Forbearance.** Forbearance by DLG to exercise any of its rights under this Deed Restriction in the event of any breach of any term of this Deed Restriction by Owner shall not be deemed or construed to be a waiver by DLG of such term or of any subsequent breach of the same or any other terms of this or of any of DLG's rights under this Deed Restriction. No delay or omission by DLG in the exercise of any right or remedy upon any breach by Owner shall impair such right or remedy or be construed as a waiver.

h. **Waiver of Certain Defenses.** DLG acknowledges that Owner has read this Deed Restriction, its terms and requirements, and Owner, in full knowledge of its provisions, hereby waives any defense of latches, estoppels, or prescription with respect to any enforcement action instituted by DLG.

i. **Acts Beyond Owner's Control.** Nothing contained in this Deed Restriction shall be construed to entitle DLG to bring any action against Owner for any injury to or change in the POR Project resulting from causes beyond Owner's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Owner under emergency conditions to prevent, abate or mitigate significant injury to the POR Project resulting from such causes. Notwithstanding the foregoing Paragraph, the Owner remains responsible for maintaining the POR Project to the standard of the Baseline Documentation against wear and tear caused by public use.

9. **Casualty Damage or Destruction; Insurance.** In the event that the POR Project shall be damaged or destroyed by fire, flood, windstorm, tornado, earth movement or other casualty, Owner shall notify DLG in writing within sixty (60) days of the damage or destruction. The notification shall include what, if any, emergency work has already been completed, an assessment of the nature and extent of the damage, a determination of the feasibility of the

restoration of the POR Project if appropriate under the Secretary's Standards, and a report of such restoration work necessary to return the Property to the condition existing at the date hereof if appropriate under the Secretary's Standards.

After reviewing the report provided pursuant to this Paragraph and assessing the availability of insurance proceeds, if Owner and DLG agree that the purpose of the Deed Restriction will be served by such reconstruction and if deemed appropriate under the Secretary's Standards, the Owner and DLG shall establish a schedule under which Owner shall repair or reconstruct the POR Project so that it conforms to the requirements of the MOA and to the condition represented in the Baseline Documentation as closely as possible given the amount of any casualty insurance proceeds available to Owner.

10. **Indemnification.** Owner, to the extent allowable by law, hereby agrees to pay, protect, indemnify, hold harmless and defend, at its own cost and expense, the NPS, DLG, and its agents, officers, employees, contractors, subcontractors, the Commonwealth of Kentucky, the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified parties") from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, losses, fines, costs, charges, demands, orders, judgments, administrative actions, and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon, incurred by or asserted against any one of the Indemnified Parties (unless due solely to the negligence of any of the Indemnified Parties while acting within the scope of their employment) by reason of any one or more of the following: (i) DLG's interest in the POR Project or any part thereof, (ii) any accident, injury to or death of person or persons or loss of or damage to property occurring in, on or about the POR Project or any part thereof; (iii) any use, disuse or condition of the POR Project or any part thereof, (iv) the presence or release in, on, or about the POR Project, at any time, of any substance now or hereafter defined, listed or otherwise, classified pursuant to any law, ordinance, or regulation as hazardous, toxic, polluting or contaminating substance, (v) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), and Kentucky Revised Statutes § 224.10-020, *et seq.*, by any person in any way affecting, involving, or relating to the POR Project and (vi) the obligations, covenants, representations, and warranties of Paragraphs 8, 11, 12, 13, and 14. Nothing in this Deed Restriction shall be construed as a waiver of the defense of sovereign immunity, as to the Owner and/or LFUCG.

11. **Taxes.** Owner shall pay immediately, when required by law and when first due or owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, charges or fees of whatever description levied on or assessed against the POR Project by a competent authority which may become a lien on the POR Project, including any taxes imposed upon or incurred as a result of this Deed Restriction, unless Owner timely objects to the amount or validity of the assessment or charge and diligently prosecutes an appeal thereof, in which case the obligation hereunder to pay such charges shall be suspended for the period permitted by law for prosecuting such appeal and any applicable grace period following completion of such action. Owner shall furnish DLG with satisfactory evidence of payment upon request.

12. **Representations and Warranties.** Owner represents and warrants that, after

reasonable investigation and to the best of its knowledge:

a. No substance defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement has hazardous, toxic, polluting, or otherwise contaminating to the air, water or soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned or transported in, on, over, under, from or across the POR Project Area;

b. There are not now any underground storage tanks located within the POR Project, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the POR Project in a manner not in compliance with applicable federal, state and local laws, regulations, and requirements;

c. Owner and POR Project are in compliance with all federal state and local laws, regulations, ordinances, codes and requirements applicable to the POR Project and its use;

d. There is no pending or threatened litigation in any way affecting, involving, or relating to the POR Project;

e. No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or any alleged violation of, or failure to comply with, any use, nor do there exist any facts or circumstances that Owner might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders;

f. There are no outstanding surface or subsurface mineral rights associated with the POR Project; and

g. Owner has sufficient interest in the property comprising the POR Project to grant this Deed Restriction and fulfill all of its terms and conditions fully.

13. **Remediation.** If, at any time, there occurs, or has occurred, a release in, on, or about the POR Project of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water or soil, or in any way harmful or threatening to human health or the environment, Owner agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required.

14. **Control.** Nothing in this Deed Restriction shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in DLG to exercise physical or managerial control over the day-to-day operations of the POR Project, or any of Owner's activities on the POR Project, or otherwise become an operator with respect to the POR Project within in the meaning

of the CERCLA and Kentucky Revised Statutes § 224.10-020, et seq.

15. **Written Notice.** Any notice which either Owner or DLG may desire or be required to give to the other party shall be in writing and shall be delivered by one of the following methods: (i) upon delivery if delivered by hand delivery or facsimile transmission, (ii) one (1) business day after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, with return receipt requested, and addressed as follows: if to Owner, 200 East Main Street, Lexington, Ky. 40507, Attn: Monica Conrad, Director of Parks and Recreation; and if to DLG, then to the Commonwealth of Kentucky, Department for Local Government, Attn: Jessica Hill, 100 Airport Road, 3rd Floor, Frankfort, KY 40601. Each party may change its address set forth herein by a notice to such effect to the other party.

16. **Estoppel Certificates.** Upon written request by DLG, Owner shall promptly furnish DLG certification that, to the best of Owner's knowledge, Owner is in compliance with any obligations of Owner contained in this Deed Restriction;

17. **Notice from Government Authorities.** Owner shall deliver to DLG copies of any notice of violation or lien relating to the POR Project received by Owner from any government authority within five (5) days of receipt by Owner. Upon request by DLG, Owner shall promptly furnish DLG with evidence of Owner's compliance with such notice or lien where compliance is required by law.

18. **Proposed Sale of Any Portion of POR Project.** Owner shall promptly notify DLG in writing of any proposed sale of the POR Project, notify DLG of the names and addresses of Owner's successor(s) in interest, and provide the opportunity for DLG to explain the terms of the Deed Restriction to potential new owners or prior to sale closing. In any deed conveying an interest in all or part of POR Project subject to the terms of this Deed Restriction, the Owner shall refer to this Deed Restriction and shall indicate that the Deed Restriction is binding upon all successors in interest to the POR Project in perpetuity.

19. **Runs with the Land.** Except as provided in Paragraphs 8, 9, 22, 23, the obligations imposed by this Deed Restriction shall be effective in perpetuity and shall be deemed to run as a binding servitude with all property which makes up the POR Project. This Deed Restriction shall extend to and be binding upon Owner and DLG and all of each of their successors and assigns. The words "Owner" and "DLG" shall include all such persons. Anything contained herein to the contrary notwithstanding, an owner of any portion of the POR Project shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the property by reason of a bona fide transfer. The restrictions, stipulations, and covenants contained in this Deed Restriction shall be inserted by Owner, verbatim or by express reference, in any subsequent deed or other legal instrument by which Owner divests itself of either the fee simple title or any lesser estate in the property making up the POR Project or any part thereof, including by way of example and not limitation, a lease of all or a portion of the property making up the POR Project.

20. **Assignment.** DLG may, with the express prior written approval of the Owner,

convey, assign, or transfer its respective rights, title, and interest in this Deed Restriction to a duly authorized unit of the federal, state or local government or to a similar local, state or national organization whose purpose, inter alia, are to promote the values of the LWCF Program, provided that such conveyance, assignment or transfer requires that the purpose for which the Deed Restriction was granted will continue to be carried out. In the event that DLG shall cease to be authorized to hold such easements, then DLG shall promptly select another qualified organization with the express prior written approval of Owner, and convey, assign, or transfer to the selected qualified organization all of its respective right, title, and interest under this Deed Restriction. DLG agrees to give written notice to Owner of an assignment at least thirty (30) days prior to the date of such assignment. Approval by the Owner under this paragraph shall not be unreasonably withheld.

21. **Recording and Effective Date.** Grantor shall do and perform at its own cost all acts necessary for the prompt recording of this instrument in the land records of Fayette County, Kentucky. Grantor shall forward a certified copy of the filed Deed Restriction to DLG for its records. Owner and DLG intend that the restrictions arising under this Deed Restriction take effect on the day and year this instrument is recorded in the above-described land records. This instrument may be re-recorded at any time as may be required to preserve the rights in this Deed Restriction.

22. **Agents of DLG.** DLG may assign its rights and obligations under this instrument with regard to maintenance and monitoring of the POR Project to persons, entities, or agencies ("Agents") as it sees fit. DLG shall notify Owner if such assignment is made and shall provide Owner the name, address, and other contact information for these Agents.

23. **Interpretation.** The following provisions shall govern the effectiveness, interpretation, and duration of the Deed Restriction:

a. The interpretation and performance of this Deed Restriction shall be governed by the laws of the Commonwealth of Kentucky;

b. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the POR Project shall not apply in the construction interpretation of this Deed Restriction and this instrument shall be interpreted broadly to affect its purpose and the transfer or rights and restriction on use herein contained;

c. The parties intend to agree and bind themselves, their successors, and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statue, common law, or private agreement in existence either now or hereafter.

d. The invalidity or unenforceability of any provision of this Deed Restriction shall not affect the validity or enforceability of any other provision of this Deed Restriction or any ancillary or supplementary agreement relating to the subject matter hereof;

e. Nothing contained herein shall be interpreted to authorize or permit Owner to violate any law regulation, ordinance, code or requirement relating to building materials, construction methods, interior mechanical systems (including, but not limited to, heating, air conditioning, plumbing, electrical, or gas), or use of the POR Project. In the event of any conflict between any such ordinance or regulation and the terms hereof, Owner shall promptly notify DLG of such conflict and shall cooperate with DLG and the applicable governmental entity to accommodate the purpose of both this Deed Restriction and such ordinance or regulation.

f. To the extent that Owner owns or is entitled to development rights which may exist now or at some time hereafter, whether by reason of applicable zoning or some other similar ordinance, such development rights shall not be exercisable on, above, or below the POR Project during the term of the Deed Restriction, nor shall they be transferred to any adjacent parcel and exercised in a manner what would interfere with the purpose of the Deed Restriction.

g. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation; and

h. If circumstances arise under which an amendment to or modification of this Deed Restriction would be appropriate, Owner and DLG may by mutual written agreement jointly amend this Deed Restriction, provided that no amendment shall be made that will adversely affect the qualification of the Deed Restriction or the status of DLG under any applicable law. Any such amendment shall be consistent with the purpose of the Deed Restriction and shall not affect its perpetual duration. Any such amendment shall be recorded, at Owner's cost and obligation, in the land records of Fayette County, Kentucky. Nothing in this paragraph shall require the Owner or DLG to agree to any amendment or bind them to negotiation.

TO HAVE AND TO HOLD unto the Commonwealth of Kentucky, Department for Local Government, for the use and benefit of the Department for Local Government, its successors and assigns forever. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall be binding upon Grantor its survivors, agents, personal representatives, heirs, assigns and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the property.

CONSIDERATION CERTIFICATE OF GRANTOR

The Grantor herein hereby certifies that the consideration reflected in this easement as set forth hereinabove, is the full consideration paid for the property rights hereby conveyed.

ACKNOWLEDGMENT OF CONDITIONS BY GRANTOR

The Grantor herein, Lexington-Fayette Urban County Government, and DLG agree that in substance the Baseline Documentation is an objective, though non-exclusive, representation of the POR Project as it exists at the time of the conveyance of this Deed Restriction and documents a portion of the characteristics of the POR Project in its current use and state of improvement.

IN WITNESS WHEREOF, the Grantor and DLG have hereunto set their hands on the date indicated above.

GRANTOR(S)
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton
Linda Gorton, Mayor

COMMONWEALTH OF KENTUCKY
COUNTY OF FAYETTE

The foregoing instrument was acknowledged before me this 30th day of April, 2024, by Linda Gorton, as Mayor for and on behalf of the Lexington-Fayette Urban County Government.

My commission expires: 10/24/2026

NOTARY PUBLIC, STATE-AT-LARGE, KY
Notary ID# KYNP61125

OFFICE OF THE GOVERNOR
DEPARTMENT FOR LOCAL GOVERNMENT

Dennis Keene, Commissioner

COMMONWEALTH OF KENTUCKY
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Dennis Keene, as Commissioner for and on behalf of the Office of the Governor, Department for Local Government.

My commission expires: _____

_____
NOTARY PUBLIC, STATE-AT-LARGE, KY
Notary ID# _____

Approved as to form and legality:

_____
Matt Stephens
Counsel for the Department for Local Government

This instrument prepared by:

_____
Brandon Gibson, Staff Attorney
Office of the Governor
Department for Local Government
100 Airport Road, 3rd Floor
Frankfort, KY 40601

Upon recording, please return to:
Lexington-Fayette Urban County Government
Department of Law, 11th Floor
200 East Main Street
Lexington, KY 40507

Schedule of Exhibits:
Exhibit A: MOA between DLG and Grantor
Exhibit B: Legal Description
Exhibit C: Proof of Property Interest
Exhibit D: Baseline Documentation

Commonwealth of Kentucky
CONTRACT

DOC ID NUMBER:
PON2 112 2400000817 **Version:** 1 **Record Date:** 10/25/2023

Document Description: LFUCG Raven Run Meadow Trail #21-01653

Cited Authority: KRS148.022
Outdoor Recreation Programs

Reason for Modification:

Issuer Contact:

Name: Jessica Hill
Phone: (502) 573-2382
E-mail: JessicaM.Hill@ky.gov

Vendor Name:
LEXINGTON FAYETTE URBAN CO GOVERNMENT

200 EAST MAIN STREET

LEXINGTON KY 40507

Vendor No. KY0032969
Vendor Contact
Name: Chad Hancock
Phone: 8592583313
Email: chancock@lexingtonky.gov

Effective From: 10/31/2023 **Effective To:** 09/30/2026

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		LFUCG Raven Run Meadow Trail #21-01653	$0.000000	$25,000.00	$25,000.00

Extended Description:
The City of Lexington is requesting $25,000.00 from the Land and Water Conservation Fund to make needed repairs to the Meadow Trail at the Raven Run Nature Sanctuary. The scope of work includes the purchase of a mini excavator, restoration of the native habitat by instilling native plant seed, creation of a rainwater collection system, and restoration of the wetlands along the meadow trail. Project is federally funded by the National Park Service.

Shipping Information:	Billing Information:
Department for Local Government - Office of Grants 100 Airport Rd, 3rd Fl Frankfort KY 40601	Department for Local Government - Office of Grants 100 Airport Rd, 3rd Fl Frankfort KY 40601

TOTAL CONTRACT AMOUNT:	$25,000.00

EXHIBIT
A

GRANT INFORMATION AND IDENTIFICATION

Grant Agreement Number: 21-01653

Subrecipient: Lexington-Fayette Urban County Government

Project Name: Raven Run Meadow Trail Improvement

Federal Agency: US Department of Interior- National Park Service

Pass-Through Agency: Kentucky Department for Local Government

CFDA Title: Land and Water Conservation Fund

CFDA Number: 15.916

MEMORANDUM OF AGREEEMENT TERMS AND CONDITIONS

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Department for Local Government ("the Commonwealth") and the Lexington-Fayette Urban County Government ("the Contractor") to establish an agreement for the Raven Run Meadow Trail Improvement. The initial MOA is effective from October 31, 2023 through September 30, 2026.

Scope of Services:

The City of Lexington is requesting $25,000.00 from the Land and Water Conservation Fund to make needed repairs to the Meadow Trail at the Raven Run Nature Sanctuary. The scope of work includes the:

1) Purchase of a mini excavator to be used for trail repairs at the park. Repairs include:
   Create drainage ditches to collect runoff water without causing excessive erosion.
   Regrade the slope of the trails to better allow water runoff.
   Add top soil in areas with severe erosion.
   Compact soil to better accommodate UTV vehicles.
   Reroute small sections of trail as needed.
2) Restoration of the native habitat by instilling native plant seed.
3) Creation of a rainwater collection system.
4) Restoration of the wetlands along the meadow trail.

Pricing:

Land and Water Conservation Fund (LWCF), not to exceed: $25,000.00

Reimbursement provided to the recipient on basis of documented applicable expenses (invoices, cancelled checks, payroll or timesheet registers).

COMMONWEALTH OF KENTUCKY, DEPARTMENT FOR LOCAL GOVERNMENT
OFFICE OF FEDERAL GRANTS, LAND AND WATER CONSERVATION FUND (LWCF)

1 - OBLIGATIONS OF DLG

DLG covenants and agrees, conditioned upon the timely performance by the other parties of their respective obligations, to undertake the following obligations:

A. DLG shall, subject to the availability of the appropriate federal funds for the project, reimburse to the Local Agency an amount not to exceed ($25,000.00). The Local Agency shall make full payment for the cost of an item and/or provide documentation for in-kind contributions before submitting a request for reimbursement of eligible project costs. During the term of this Agreement, eligible project costs are identified in Attachment A, Scope of Services and Budget. Reimbursement requests should be made Quarterly. A request for reimbursement may not be submitted to DLG for less than 25 percent of the total eligible project costs. The rate of reimbursement will be 50 percent. The final 25 percent of the LWCF grant will be withheld until the project is completed, inspected, and accepted by DLG staff and representatives of the National Park Service and the required Deed Restriction is recorded.

B. DLG and NPS may, but are not required to, make periodic inspections of the Project and may send inspection reports to the Local Agency. The Local Agency shall correct deficiencies identified in the inspection report and their correction reported in writing to DLG within two weeks of receipt of the inspection report.

C. DLG shall cooperate fully with the Local Agency in order to facilitate the obligations set out in this Agreement.

2 - OBLIGATIONS OF THE LOCAL AGENCY

The Local Agency covenants and agrees to undertake the following obligations:

A. The Local Agency shall perform and cause to be performed all necessary acts to plan, design and construct the Project in accordance with applicable law and the provisions stated herein.

B. The Local Agency shall obtain all necessary permits, licenses and approval from the appropriate governmental entities for construction of the Project.

C. The Local Agency shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies and require all contractors employed by the Local Agency to comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies. In particular, the Local Agency, and it's contractors shall comply with 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. As evidence of the grant recipient's intention to comply, a Standard Form 424D, Assurances - Construction Programs, shall be signed by the authorized certifying official and made a part of this Agreement. If applicable, the Local Agency shall provide documentation to show compliance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1990 as amended. This documentation must be submitted before the first request for reimbursement is made. The Local Agency shall use its own procurement procedures that reflect applicable state and local laws for all purchases of goods or services related to the Project. Shall comply with 2 CFR Part 200,2 CFR Part 182 & 1401, 2 CFR 180-1400, 43 CFR 18, 2 CFR Part 175, 2 CFR Part 25, 2 CFR Part 170.

D. The Local Agency shall appropriately address any advisory comments that are attached to the Kentucky State Clearinghouse's notification letter relating to the grant recipient's project. If applicable, evidence that the advisory comments have been satisfactorily addressed must be submitted to DLG before any work can begin on this project. Additionally, during the period of performance, the Local Agency shall notify DLG immediately if any significant adverse environmental impacts result from project implementation and shall cease all project activity until an evaluation is made by DLG and its representatives to determine what actions are necessary and appropriate.

E. The Local Agency shall erect and maintain, in perpetuity, a sign on the Project site acknowledging that the Project was completed with LWCF financial assistance.

F. The Local Agency shall retain all records relating to the project until DLG audits the records, or for three years after the Project is closed out, whichever occurs first. The records include, but are not limited to, the following:

• Payroll register by pay period showing names, hours worked, hourly rate,benefits, deductions, gross pay, and net pay.

- Final cost summary of all payroll registers.
- Time sheets signed by both employees and their respective supervisors.
- Invoices for purchased materials.
- Invoices for all design and construction costs.
- Each invoice shall have the date paid and check number indicated on it.
- Cancelled checks or copies thereof.
- Copies of documents used in procurement (advertisements, plans and specifications, bid tabulations, contracts, and change orders).
- Statements specifying donations to the project signed by the donor.

G. A copy of the Local Agency's resolution authorizing the execution of this Agreement is attached hereto and made a part hereof.

H. The Local Agency shall cooperate fully with DLG and provide any documentation requested by DLG in order to facilitate the obligations set out in this Agreement.

I. The Local Agency shall submit quarterly progress reports to DLG in the form prescribed by DLG until the Project is closed out by DLG. The reports shall be submitted by the 15th day of the month following the last day of each calendar quarter (i.e., January 15th, April 15th, July 15th, and October 15th). The report shall list, at a minimum, the line items in the cost estimate and the percent of completion as well as any indication of problems or time delays. The final quarterly progress report shall act as the Project Completion Report. The Progress Completion Report must be approved by DLG. Any deficiencies found in the Progress Completion Report shall be remedied by the Local Agency no later than 2 weeks from receipt of notification.

J. The Local Agency shall execute and record in the public property records of the county clerk's office a limitation of use notice, deed of restriction, or other appropriate document dedicating the property in perpetuity to public outdoor recreation in accordance with the Conditions set forth below. The document shall identify the property by the project boundary map submitted with the application to the Department. The document and the County Clerk's filing certification shall be submitted to DLG along with the Local Agency's first request for reimbursement under this agreement. A deed restriction must be recorded prior to receiving final reimbursement. The parties to the project agreement specifically recognize that the Land and Water Conservation Fund project creates an obligation to maintain the property described consistent with the Land a nd Water Conservation Fund Act.

Upon Project completion, the Local Agency shall operate and maintain the Project as follows:

- Facilities shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration and to encourage public use.
- Facilities shall be kept reasonably safe for public use.
- Facilities shall be kept open for public use at reasonable hours and times of the year for

perpetuity.

• Facilities shall be kept open for all persons regardless of race, color, sex, national origin, or disability.

K. Any unauthorized or improper expenditure of funds, or expenditure of funds other than in accordance with the terms of this Agreement shall be deemed a default of this Agreement by the Local Agency, with the Local Agency returning those funds to DLG, if DLG has made reimbursement to the Local Agency.

3 - MUTUALITY OF OBLIGATIONS

A. The parties agree that the obligations imposed upon them are for the benefit of the parties and the timely fulfillment of each and every obligation in accordance with this Agreement is necessary. The failure of any party to fulfill its obligations under this Agreement or the failure of any event to occur by a date established by this Agreement shall constitute a breach of it unless the fulfillment of such obligation is waived or modified by written agreement of the parties.

B. In the event of default by the Local Agency, including the failure to meet any time deadlines or provisions set out in this Agreement, DLG may declare this Agreement void from the beginning without further obligation to the Local Agency and may commence appropriate legal or equitable action to enforce its rights under this Agreement including action for recovery of funds expended hereunder.

C. Except as may otherwise be provided herein, the parties to this Agreement shall be solely responsible for any costs incurred in fulfilling their obligations under this Agreement and no party shall have any claim against the other party for reimbursement of costs whether or not a party is in default.

D. Both parties, DLG and the Local Agency, acknowledge that this Agreement is entered into under the provision of KRS 45A.023, and that future Kentucky General Assemblies may discontinue funding in subsequent budgets.

4 - MISCELLANEOUS PROVISIONS

A. This Agreement may be signed by each party upon a separate copy, and in such case one counterpart of this Agreement shall consist of a sufficient number of such copies to reflect the signature of each party hereto. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms and conditions hereof to produce or account for more than one of such counterparts.

B. The headings set forth in this Agreement are only for convenience or reference and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

C. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successor and assigns, respectively, of the parties. This provision shall not be construed to permit assignment by any party of any of its rights and duties under this Agreement which assignment shall be prohibited except with the prior written consent of all parties hereto.

D. No decision-making official or employee of the Local Agency involved in discussions regarding a contract or subcontract in connection with the project shall have any financial or other personal interest in any such contract or subcontract.

E. No person performing services for the Local Agency in connection with this project shall have a financial or other personal interest in any real property acquired for this project unless such interest is openly disclosed in the Local Agency's public meeting and reflected in the Public Agency's public meeting minutes, and such officer, employee, or person has not participated in the acquisition of said property for or on behalf of the Local Agency.

F. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, superseded all existing agreements among them concerning the subject matter hereof, and may be modified only by a written instrument duly executed by each of the parties hereto.

G. Time is of the essence in the performance of each of the terms and conditions of this Agreement.

H. The parties agree that any suit, action or proceeding with respect to this Agreement may only be brought in or entered by, as the case may be, the courts of the Commonwealth of Kentucky situated in Frankfort, Franklin County, Kentucky or the United States District Court for the Eastern District of Kentucky, Frankfort Division.

I. The Grantee hereby agrees to adopt the provisions of DLG's Implementation Plan for Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq (nondiscrimination in use of federal funds), a copy of which is available upon request. In lieu of this requirement, the Grantee may adopt its own Title VI Implementation Plan, provided that the Grantee attaches hereto a copy of its Title VI Implementation Plan and any applicable annual updates.

J. All notices, requests, demands, waivers, and other communications given as provided in this

Agreement shall be in writing, and shall be addressed as follows:

If to DLG: Department for Local Government
100 Airport Road, 3rd Floor
Frankfort, Kentucky 40601
ATTENTION: Office of Federal Grants

If to the Local Agency: Lexington-Fayette Urban County Government
200 E Main Street
Lexington, Kentucky 40507
ATTENTION: Mayor Linda Gorton

Memorandum of Agreement Standard Terms and Conditions

Revised January 2023

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.

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.695, "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.

Commonwealth of Kentucky:

Signature — Commissioner, Department for Local Government (Title)

Dennis Keene (Printed Name) — 10-20-2023 (Date)

Lexington-Fayette Urban County Government

Signature — Mayor, LFUCG (Title)

Linda Gorton (Printed Name) — 10/17/2023 (Date)

Approved as to form and legality:

Signature — General Counsel, Department for Local Government (Title)

Matthew Stephens (Printed Name) — 10-19-23 (Date)

Signature — Title

Printed Name — Date

Legal Description

Tract I – 3990 Raven Run Way

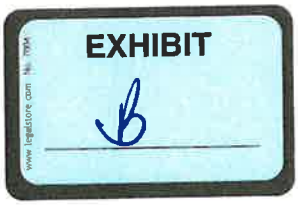
All that tract or parcel of land in the County of Fayette, State of Kentucky, described as follows, to-wit: Begging at a point in the center of the Jacks Creek Pike, corner to Eula Reynolds McHatton; thence with Eula Reynolds McHatton's line N 4 deg. 24' E 1204 ½ feet; thence S 83 deg. 11' E 568.6 feet to a stone, corner to Harold Prather and Nancy Prather; thence with the said Prathers for two lines as follows: S 10 deg. 20' W 1152 feet to a stone in a 20 foot passway; thence with the center of the passway S 75 deg. 5' W 298 ½ feet to the center of the pike; thence N 67 deg. 58' W 170 ½ feet to the beginning, containing 14 acres, and being Tract No. 1 on a plat of the Division of Estate of Wm. S. Prather, dec'd, dated Feb. 5th and 12th, 1923, prepared by John W. Gunn and filed in Fayette Circuit Court in C. A. No. 5786 (old series).

Being the same property conveyed to the City of Lexington, by deed dated June 13, 1969, of record in Deed Book 964, Page 414, in the Fayette County Clerk's Office.

Tract II – 3785 Raven Run Way

All that tract or parcel of land situated on the Kentucky River, near the Jacks Creek Pike, and surrounded by the waters of Raven Creek, near Lexington, Fayette County, Kentucky, and more fully described and bounded as follows, to-wit:

BEGINNING at a point in the northwest corner of the Katherine Ballard Estate, said point also being in the line of Eula McHatton; thence with said Katherine Ballard Estate and continuing with Harold Prather S. 82 deg. 37 min. E. 2021.8 feet to the line of Charles Heeter; thence with Heeter for five calls N. 06 deg. 16 min. E. 252.0 feet, N. 06 deg. 20 min. E. 267.0 feet, N. 05 deg. 49 min. E. 250.7. feet, N. 06 deg. 38 min. E. 170.0 feet, and N. 01 deg. 58 min. E. 59.0 feet to the center line of a branch; thence with said center line of said branch for twelve calls N. 67 deg. 55 min. E. 238.7 feet, N. 52 deg. 12 min. E. 113.7 feet, N. 71 deg. 20 min. E. 207.7 feet, N. 74 deg. 40 min. E. 292.2 feet, N. 74 deg. 12 min. E. 143.3 feet N. 47 deg. 01 min. E. 298.2 feet, N. 55 deg, 41 min. E. 359.0 feet, N. 70 deg. 24 min. E. 191.8 feet, N. 53 deg. 01 min. E. 235.0 feet., N. 55 deg. 10 min. E. 386.5 feet, S. 78 deg. 50 min. E. 125.0 feet and N. 89 deg. 20 min. E. 100 feet to the westerly edge of the Kentucky River; thence with said Kentucky River N. 34 deg. 06 min. W. 346.1 feet to the center line of Raven Creek; thence with said center line of Raven Creek for thirty-eight calls N. 84 deg. 02 min. W. 226.6 feet, N. 31 deg. 36 min. W. 356.2 feet, N. 67 deg. 56 min. W. 229.1 feet, N. 24 deg. 20 min. W. 302 feet, N. 58 deg. 13 min. W. 379.0 feet, N. 37 deg. 23 min. W. 379.5 feet, N. 64 deg. 26 min. W. 266.3 feet, N. 53 deg. 50 min. W. 176.8 feet, N. 33 deg. 24 min. W. 124.9 feet, N. 31 deg. 49 min. W. 219.5 feet, N. 51 deg. 08 min. W. 136.2 feet, N. 80 deg. 34 min. W. 182.7 feet, S. 71 deg. 43 min. W. 220.3 feet, N. 77 deg. 33 min. W. 103.4 feet, N. 02 deg. 49 min. E. 363.8 feet, N. 34 deg. 35 min. W. 265.4 feet, N. 78 deg. 10 min. W. 125.0 feet, S. 57 deg. 30 min. W. 170.5 feet, S. 70 deg. 03 min. W. 218.0 feet, S. 83 deg. 39 min. W. 171.5 feet, S. 40 deg. 59 min. W. 307.9 feet, S. 53 deg. 09 min. W. 245.2 feet, S. 00 deg. 58 min. W. 148.5 feet, S. 17 deg. 00 min. E. 158.6 feet, S. 63 deg. 28 min. E. 225.0 feet, S. 17 deg. 41 min. E. 198.5 feet, S. 05 deg. 27 min. W. 143.5 feet, S. 27 deg. 15 min. W. 282.0 feet, S. 27 deg. 48 min. W. 218.0 feet, S. 47 deg. 04 min. W. 143.2 feet, S. 23 deg. 33 min. W. 115.3 feet, S. 73 deg. 48 min. W. 294.0 feet, S. 11 deg. 20 min. E. 156.2 feet, S. 08 deg. 39 min. E. 202.9 feet,



S. 01 deg. 54 min. E. 165.3 feet, S. 02 deg. 51 min. W. 138.2 feet, S. 27 deg. 25 min. W. 245.9 feet and S. 36 deg. 19 min. W. 214.0 feet to a point in line with Eula McHatton; thence with McHatton for six calls, S. 54 deg. 27 min. E. 68.6 feet, S. 05 deg. 03 min. W. 181.3 feet, S. 07 deg. 39 min. W. 59.7 feet, S. 03 deg. 17 min. W. 197.0 feet, S. 05 deg. 22 min. W. 784.5 feet and S. 06 deg. 05 min. W. 217.1 feet to the beginning, and containing 264.9 acres, more or less, as shown by survey made in January, 1966 by Cecil C. Harp, Engineers.

Being the same property conveyed to the City of Lexington by deed dated April 25, 1966, of record in Deed Book 866, Page 292 in the Fayette County Clerk's Office.

3990 Raven Run

BOOK 964 PAGE 414

COMMISSIONER'S DEED

WHEREAS, in the action in the Fayette County Court styled CITY OF LEXINGTON, a municipal corporation, vs. ELIZABETH BALLARD HESTER, a single woman; RUTH BALLARD BROWN and GEORGE W. BROWN, her husband; JOHN BALLARD and BARBARA BALLARD, his wife; FLORENCE BALLARD WALTERS and ELWOOD WALTERS, her husband; JEANETTE BALLARD STERCHI and DONALD STERCHI, her husband; ROBERT BALLARD and BETTY ROSE BALLARD, his wife; NELL BALLARD VARNEY and ROY VARNEY, her husband; JESSE E. BALLARD and MARTHA BALLARD, his wife; PATRICIA SNIDER BALLARD, widow of Roy Ballard, deceased; PATRICK LEE BALLARD, an infant age 17; TIMOTHY EDWARD BALLARD, an infant age 15; JENNIFER HUNT BALLARD, an infant age 15; MARIAN ELLIS BALLARD, an infant age 13; and MRS. ALFORD BAILEY, a single woman; Civil Action No. 260, a judgment was entered on the 16th day of April, 1969, and recorded in Order Book 88, Page 260, in the Fayette County Court Clerk's Office, ordering the payment of $12,000.00 to the defendants for the land and materials taken, as described in the petition, and for all other damages, both present and prospective, which payment was authorized to be paid to the Fayette County Court Clerk; and

WHEREAS, in said judgment, James Elam was appointed as Special Commissioner of the Fayette County Court to execute a deed of conveyance to the City of Lexington; and

WHEREAS, the aforesaid consideration has been paid;

NOW, THEREFORE, THIS DEED, made and entered into this 13th day of ~~May~~ June, 1969, by and between JAMES ELAM, SPECIAL COMMISSIONER OF THE FAYETTE COUNTY COURT, for and on behalf of the above named defendants, party of the first part, and the

EXHIBIT C

CITY OF LEXINGTON, a municipal corporation, party of the second part,

W I T N E S S E T H :

THAT for and in consideration of the premises, party of the first part has BARGAINED AND SOLD, and does hereby GRANT AND CONVEY, unto the party of the second part, its successors and assigns, forever, the real property and real property rights as hereinafter more fully set forth:

All of that tract or parcel of land in the County of Fayette, State of Kentucky, described as follows, to-wit: Beginning at a point in the center of the Jacks Creek Pike, corner to Eula Reynolds McHatton; thence with Eula Reynolds McHatton's line N 4° 24' E 1204 1/2 feet; thence S 83° 11' E 568.6 feet to a stone, corner to Harold Prather and Nancy Prather; thence with the said Prathers for two lines as follows: S 10° 20' W 1152 feet to a stone in a 20 foot passway; thence with the center of the passway S 75° 5' W 298 1/2 feet to center of the pike; thence N 67° 58' W 170 1/2 feet to the beginning, containing 14 acres, and being Tract No. 1 on a plat of the Division of Estate of Wm. S. Prather, dec'd, dated Feb. 5th and 12th, 1923, prepared by John W. Gunn and filed in Fayette Circuit Court in C. A. No. 5786 (old series).

Being the same property conveyed to Katherine Ballard for life with remainder to her children by Florence McMurtry, Trustee, a single woman, by deed dated August 31, 1937, and recorded in Deed Book 297, Page 291, Fayette County Court Clerk's Office. Said Katherine Ballard died intestate in March of 1947. For Affidavit of Descent see Deed Book 907, Page 435, Fayette County Court Clerk's Office.

TO HAVE AND TO HOLD said property unto the party of the second part, its successors and assigns forever, with all the rights and privileges thereunto belonging as hereinbefore more particularly set forth.

Said conveyance is made by the Special Commissioner only in his official capacity and does not imply any personal liability therefor. The parties to said action, whose title

is passed by this conveyance, are the defendants in the above described action.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand this the day and year first above written.

James Elam

JAMES ELAM
SPECIAL COMMISSIONER
FAYETTE COUNTY COURT

Examined and approved in open Court, this 16 day of ~~May~~ June 1969.

Judge, Fayette County Court

STATE OF KENTUCKY
FAYETTE COUNTY COURT

The Special Commissioner of the Fayette County Court, produced the foregoing deed of conveyance to the City of Lexington, which was examined and approved by the Court, and said Commissioner acknowledged same to be his true act and deed; wherefore the same was ordered to be and is hereby certified to the proper office for record.

This 6/13/ day of ~~May~~ June 1969.

LARRY J. HOPKINS
Clerk, Fayette County Court

By Larry J. Hopkins
~~Deputy~~ Clerk

This Instrument Prepared By
Harbison, Kessinger, Lisle & Bush
eys At Law, of 710 Security Trust Co. Bldg
Lexington, Kentucky

George W. Smiley

-3-

12.00 Deed 20

Dd. 6-16-69.

3785 Raven Run

BOOK 886 PAGE 292

THIS DEED, made and entered into this 25th day of April, 1966, by and between JOHN TYREE DENTON, JR., AND MARILYN W. DENTON, his wife, parties of the first part, and the CITY OF LEXINGTON, a municipal corporation, party of the second part,

W I T N E S S E T H:

THAT for and in consideration of One ($1.00) Dollar and other valuable consideration in hand paid to first parties, by party of the second part, receipt of which is hereby acknowledged, the said parties of the first part have bargained and sold and do hereby grant and convey unto the said party of the second part, its successors and assigns, all that certain tract of farm land located in Fayette County, Kentucky, and described as follows:

All that tract or parcel of land situated on the Kentucky River, near the Jacks Creek Pike, and surrounded by the waters of Raven Creek, near Lexington, Fayette County, Kentucky, and more fully described and bounded as follows, to-wit:

BEGINNING at a point in the northwest corner of the Katherine Ballard Estate, said point also being in the line of Eula McHatton; thence with said Katherine Ballard Estate and continuing with Harold Prather S. 82 deg. 37 min. E. 2021.8 feet to the line of Charles Heeter; thence with Heeter for five calls N. 06 deg. 16 min. E. 252.0 feet, N. 06 deg. 20 min. E. 267.0 feet, N. 05 deg. 49 min. E. 250.7 feet, N. 06 deg. 38 min. E. 170.0 feet, and N. 01 deg. 58 min. E. 59.0 feet to the center line of a branch; thence with said center line of said branch for twelve calls N. 67 deg. 55 min. E. 238.7 feet, N. 52 deg. 12 min. E. 113.7 feet, N. 71 deg. 20 min. E. 207.7 feet, N. 74 deg. 40 min. E. 292.2 feet, N. 74 deg. 12 min. E. 143.3 feet N. 47 deg. 01 min. E. 298.2 feet, N. 55 deg. 41 min. E. 359.0 feet, N. 70 deg. 24 min. E. 191.8 feet, N. 53 deg. 01 min. E. 235.0 feet, N. 55 deg. 10 min. E. 386.5 feet, S. 78 deg. 50 min. E. 125.0 feet and N. 89 deg. 20 min. E. 100 feet to the westerly edge of the Kentucky River; thence with said Kentucky River N. 34

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deg. 06 min. W. 346.1 feet to the center line of Raven Creek; thence with said center line of Raven Creek for thirty-eight calls N. 84 deg. 02 min. W. 226.6 feet, N. 31 deg. 36 min. W. 356.2 feet, N. 67 deg. 56 min. W. 229.1 feet, N. 24 deg. 20 min. W. 302 feet, N. 58 deg. 13 min. W. 379.0 feet, N. 37 deg. 23 min. W. 379.5 feet, N. 64 deg. 26 min. W. 266.3 feet, N. 53 deg. 50 min. W. 176.8 feet, N. 33 deg. 24 min. W. 124.9 feet, N. 31 deg. 49 min. W. 219.5 feet, N. 51 deg. 08 min. W. 136.2 feet, N. 80 deg. 34 min. W. 182.7 feet, S. 71 deg. 43 min. W. 220.3 feet, N. 77 deg. 33 min. W. 103.4 feet, N. 02 deg. 49 min. E. 363.8 feet, N. 34 deg. 35 min. W. 265.4 feet, N. 78 deg. 10 min. W. 125.0 feet, S. 57 deg. 30 min. W. 170.5 feet, S. 70 deg. 03 min. W. 218.0 feet, S. 83 deg. 39 min. W. 171.5 feet, S. 40 deg. 59 min. W. 307.9 feet, S. 53 deg. 09 min. W. 245.2 feet, S. 00 deg. 58 min. W. 148.5 feet, S. 17 deg. 00 min. E. 158.6 feet, S. 63 deg. 28 min. E. 225.0 feet, S. 17 deg. 41 min. E. 198.5 feet, S. 05 deg. 27 min. W. 143.5 feet, S. 27 deg. 15 min. W. 282.0 feet, S. 27 deg. 48 min. W. 218.0 feet, S. 47 deg. 04 min. W. 143.2 feet, S. 23 deg. 33 min. W. 115.3 feet, S. 73 deg. 48 min. W. 294.0 feet, S. 11 deg. 20 min. E. 156.2 feet, S. 08 deg. 39 min. E. 202.9 feet, S. 01 deg. 54 min. E. 165.3 feet, S. 02 deg. 51 min. W. 138.2 feet, S. 27 deg. 25 min. W. 245.9 feet and S. 36 deg. 19 min. W. 214.0 feet to a point in line with Eula McHatton; thence with McHatton for six calls, S. 54 deg. 27 min. E. 68.6 feet, S. 05 deg. 03 min. W. 181.3 feet, S. 07 deg. 39 min. W. 59.7 feet, S. 03 deg. 17 min. W. 197.0 feet, S. 05 deg. 22 min. W. 784.4 feet and S. 06 deg. 05 min. W. 217.1 feet to the beginning, and containing 264.9 acres, more or less, as shown by survey made in January, 1966 by Cecil C. Harp, Engineers.

Being the same property conveyed to John Tyre Denton, Jr., from Union Bank and Trust Company, Inc., Executor under the will of W. R. Bowman, et al., by deed dated March 10, 1938, and of record in the office of the Fayette County Court Clerk in Deed Book 300, Page 467.

TO HAVE AND TO HOLD said property unto the said party of the second part, its successors and assigns forever, with Covenant of GENERAL WARRANTY, and said parties of the first part do hereby fully release all of their right, title and interest in and to said property, including dower, and all other rights and exemptions allowed by law.

The right of ingress and egress from the Jacks Creek Pike over and across the land of Ballard to the within conveyed property is specifically warranted. The Commissioners, in dividing the land of Martha Prather in 1903, provided a pas-way from the Jacks Creek Pike across the tract of land then allotted to Mattie M. White (now Ballard) and said reserved pass-way is now reserved across the land of said Ballard from the point of beginning and the above description along the line of Eula McHatton(formerly Albert Johnson, formerly King) 1196 feet to the Jacks Creek Pike. Said reserved pass-way along Eula McHatton (formerly Albert Johnson, formerly King's) line was never used as a pass-way by owners of the above described land and by unrecorded agreement of the parties the pass-way is being used at another location across said Ballard's land to the said Jacks Creek Pike.

IN TESTIMONY WHEREOF, the parties of the first part have hereunto set their hands this the date first above written.

81198

John Tyre Denton Jr
JOHN TYRE DENTON, JR.

Marilyn W. Denton
MARILYN W. DENTON

STATE OF KENTUCKY)
SCT
COUNTY OF FAYETTE)

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Deed of Conveyance from JOHN TYRE DENTON, JR., AND MARILYN W. DENTON, his wife, to CITY OF LEXINGTON, a municipal corporation, was produced before me in said State and County and acknowledged by the said John Tyre Denton, Jr., and Marilyn W. Denton, his wife, to be their free act and deed.

WITNESS my hand and notarial seal this 25th day of April, 1966.

My commission expires My commission expires September 23, 1967.

GLADYS BELL NOTARY PUBLIC

Gladys B. Bell
NOTARY PUBLIC, FAYETTE COUNTY, KENTUCKY

Prepared By:
C T Thornton
Lexington, Ky

MAYOR LINDA GORTON

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

Exhibit D: Raven Run, Baseline Documentation

Location: 3885 Raven Run Way, Lexington, KY 40515 **Acreage:** 734 acres

Land's Prior Uses: In pre-settlement times, Woodland populations used the site that is now Raven Run for hunting and foraging. Between 1000AD and 1700AD, Fort Ancient peoples began using agricultural practices that allowed them to settle on and around the site. In 1790, 2,400 acres, including Raven Run acreage, were gifted to Henry Bell for his service in the French and Indian War. Later, In 1800, Jesse Copher purchased 600 acres of land from Bell and the first phase of Prather House construction began when Baruch Prather purchased 164 acres from Copher in 1804. In 1830, Peter Evans received permission from the county to build a road between Old Richmond Road and Jacks Creek Pike, which ran down into Raven Run Creek. In 1833, Evans built his mill and remnants of the structure are still found at Raven Run today. From 1850-1871, Archibald Moore purchased and lived on 15 acres of land near the south fork of Raven Run Creek; he is buried in the park at the site of his former homestead. Between 1871 and 1966, the land was used for farming and livestock production, until the Lexington Fayette Urban County Government purchased the property from John Denton for use as a dry landfill. The site was used for this purpose until 1977, when local government officials dedicated the property as a nature sanctuary and had it registered as a state natural area. In 1984, the property came under the auspices of Lexington Parks and Recreation, where it remains today. In 1999, one hundred acres were purchased to add to the sanctuary, and another 257 acres were added in 2006. The current nature Center was built between 2008 and 2010.

Land's Current Uses: Today, Raven Run serves 65,000+ visitors annually for passive and active recreational opportunities. The park is a unique, 734-acre nature sanctuary dedicated to preserving the beauty of the Kentucky River Palisades and early Kentucky history. Features include a lime kiln, mill, stone fences, the Prather House, and family cemeteries. Over 10 miles of hiking trails provide access to streams, meadows and woodlands characteristic of the Bluegrass Region. Numerous 19th century remnants of early settlers, 600 species of plants and 200 species of birds allow visitors to become acquainted with and develop an appreciation for the natural world. The park borders the Kentucky River and offers visitors a stunning overlook that provides views of the Kentucky River Palisades. Staff provide 100+ public programs per year focusing on environmental, conservation, and historical education.

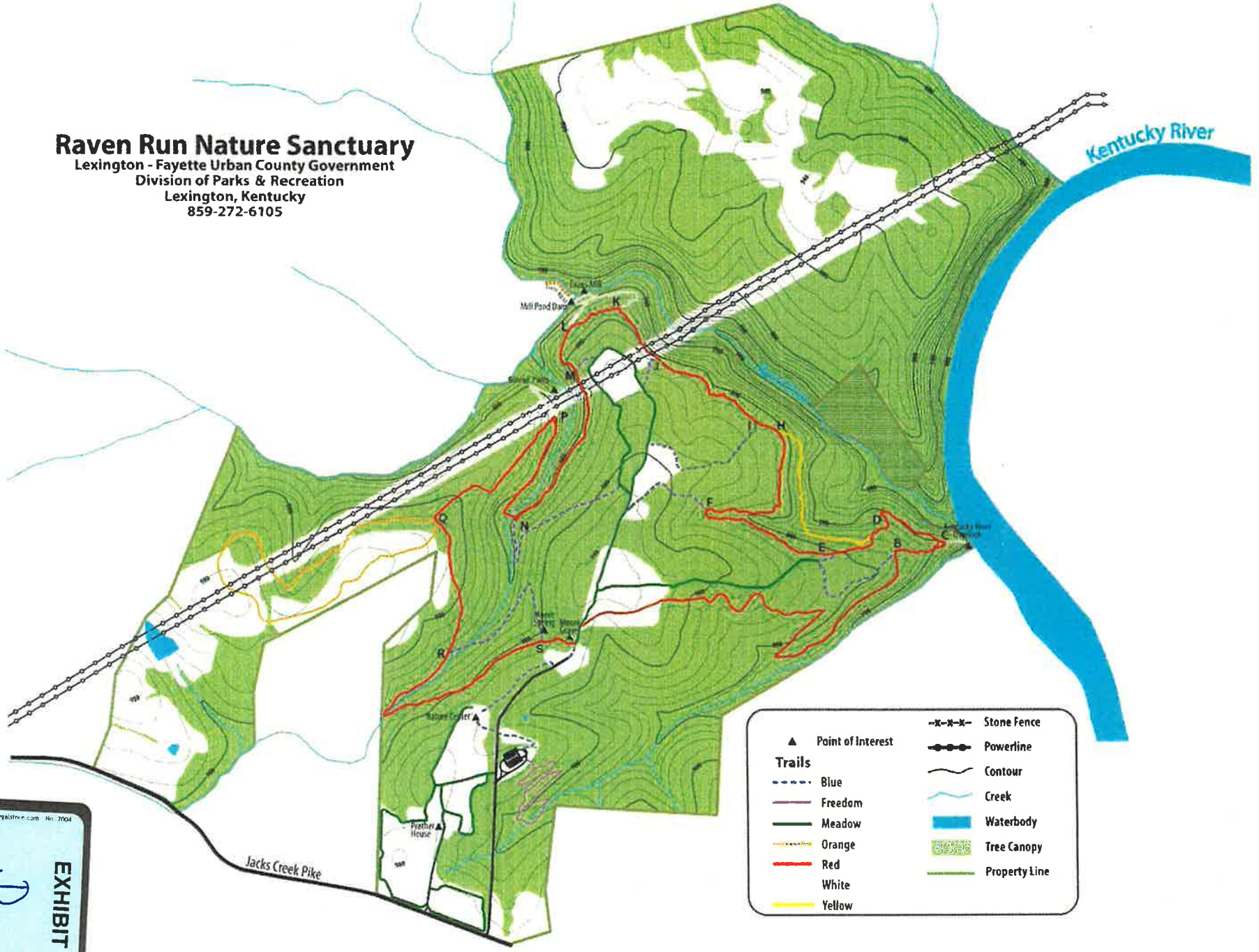
Land's Future Use: Outdoor public recreation in perpetuity.

469 Parkway Drive, Lexington, KY 40504 / 859.288.2900 Phone / 859.254.0142 Fax / lexingtonky.gov

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Raven Run Nature Sanctuary

Lexington - Fayette Urban County Government
Division of Parks & Recreation
Lexington, Kentucky
859-272-6105



EXHIBIT

6

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0317-24

File ID:	0317-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	096-2024	**In Control:**	Urban County Council
				File Created:	03/18/2024
File Name:	Raven Run Deed Restriction 3885 Raven Run Way			**Final Action:**	04/25/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, and the Lexington-Fayette Urban County Government Public Facilities Corporation, to execute a Declaration of Covenants and Restrictions, in favor of the Dept. of Local Government, encumbering a parcel (3885 Raven Run Way) owned by the Public Facilities Corporation, to fulfill requirements of the Land and Water Conservation Grant in relation to the Raven Run Nature Sanctuary, and further authorizing the Mayor and/or the Public Facilities Corporation to execute any other documents needed to fulfill this Grant requirement. [Div. of Parks and Recreation, Conrad]

Notes: signed by mayor, 1 cpy kept in CCO, 2 given back to Chris Toutant. 4/30/2024- AA

Sponsors:		**Enactment Date:**	04/25/2024
Attachments:	Bluesheet Memo - Raven Run LWCF Deed Restriction 3885 - Signed, 0317-24 Deed Restriction for 3885 4872-5180-7667 v.1.docx, R-167-2024, Contract #096-2024	**Enactment Number:**	R-167-2024
Deed #:		**Hearing Date:**	
Drafter:	Roger Daman	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/09/2024	Approved and Referred to Docket	Urban County Council	04/11/2024		Pass
1	Urban County Council	04/11/2024	Received First Reading	Urban County Council	04/25/2024		
1	Urban County Council	04/25/2024	Approved				Pass

Text of Legislative File 0317-24

Title

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

Lexington-Fayette Urban County Government Public Facilities Corporation, to execute a Declaration of Covenants and Restrictions, in favor of the Dept. of Local Government, encumbering a parcel (3885 Raven Run Way) owned by the Public Facilities Corporation, to fulfill requirements of the Land and Water Conservation Grant in relation to the Raven Run Nature Sanctuary, and further authorizing the Mayor and/or the Public Facilities Corporation to execute any other documents needed to fulfill this Grant requirement. [Div. of Parks and Recreation, Conrad]

Summary

Authorization for the LFUCG Public Facilities Corporation (PFC) to execute a Declaration of Covenant and Restrictions, in favor of the Department for Local Government, encumbering one (1) parcel of LFUCG PFC property, located at 3885 Raven Run Way, at a cost of $143. Funds are Budgeted. (L0317-24) (Conrad/Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes - Brittany Smith - 3/15/2024

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 1101 707605 7558 75101

This Fiscal Year Impact $143

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance: $2,481.01

MAYOR LINDA GORTON

LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

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

FROM: **Monica Conrad, Director**
Parks and Recreation

DATE: **March 18, 2024**

SUBJECT: **Declaration of Covenant and Restrictions – 3885 Raven Run Way**

Request:

Authorization for the LFUCG Public Facilities Corporation (PFC) to execute a Declaration of Covenant and Restrictions, in favor of the Department for Local Government, encumbering one (1) parcel of LFUCG PFC property, located at 3885 Raven Run Way.

Purpose:

Parks and Recreation needs this action completed to fulfill requirements of the Land and Water Conservation Fund Grant in relation Raven Run Nature Sanctuary.

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

The cost for this FY is: $143.00
The cost for future FY is: N/A

Are the funds budgeted?

Account number: 1101 707605 7558 75101 781

File Number: 0317-24

Director/Commissioner: Monica Conrad/Chris Ford

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, AND THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT PUBLIC FACILITIES CORPORATION, TO EXECUTE A DECLARATION OF COVENANTS AND RESTRICTIONS, IN FAVOR OF THE DEPARTMENT OF LOCAL GOVERNMENT, ENCUMBERING A PARCEL (3885 RAVEN RUN WAY) OWNED BY THE PUBLIC FACILITIES CORPORATION, TO FULFILL REQUIREMENTS OF THE LAND AND WATER CONSERVATION GRANT IN RELATION TO THE RAVEN RUN NATURE SANCTUARY, AND FURTHER AUTHORIZING THE MAYOR AND/OR THE PUBLIC FACILITIES CORPORATION TO EXECUTE ANY OTHER DOCUMENTS NEEDED TO FULFILL THIS GRANT REQUIREMENT.

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, and the Lexington-Fayette Urban County Public Facilities Corporation, be and hereby are authorized and directed to execute a Declaration of Covenants and Restrictions, which is attached hereto and incorporated herein by reference, in favor of the Department of Local Government, encumbering a parcel (3885 Raven Run Way) owned by the Public Facilities Corporation, to fulfill requirements of the Land and Water Conservation Grant in relation to the Raven Run Nature Sanctuary.

Section 2 – That the Mayor, and/or the Public Facilities Corporation, are further authorized, on behalf of the Urban County Government, to execute any other documents needed to fulfill this grant requirement.

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
0317-24:BGS:4872-5180-7667, v. 1

RESOLUTION NO. 167 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, AND THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT PUBLIC FACILITIES CORPORATION, TO EXECUTE A DECLARATION OF COVENANTS AND RESTRICTIONS, IN FAVOR OF THE DEPARTMENT OF LOCAL GOVERNMENT, ENCUMBERING A PARCEL (3885 RAVEN RUN WAY) OWNED BY THE PUBLIC FACILITIES CORPORATION, TO FULFILL REQUIREMENTS OF THE LAND AND WATER CONSERVATION GRANT IN RELATION TO THE RAVEN RUN NATURE SANCTUARY, AND FURTHER AUTHORIZING THE MAYOR AND/OR THE PUBLIC FACILITIES CORPORATION TO EXECUTE ANY OTHER DOCUMENTS NEEDED TO FULFILL THIS GRANT REQUIREMENT.

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, and the Lexington-Fayette Urban County Public Facilities Corporation, be and hereby are authorized and directed to execute a Declaration of Covenants and Restrictions, which is attached hereto and incorporated herein by reference, in favor of the Department of Local Government, encumbering a parcel (3885 Raven Run Way) owned by the Public Facilities Corporation, to fulfill requirements of the Land and Water Conservation Grant in relation to the Raven Run Nature Sanctuary.

Section 2 – That the Mayor, and/or the Public Facilities Corporation, are further authorized, on behalf of the Urban County Government, to execute any other documents needed to fulfill this grant requirement.

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

0317-24:BGS:4872-5180-7667, v. 1

LAND AND WATER CONSERVATION FUND (LWCF)

DEED RESTRICTION

This Declaration of Covenants and Restrictions (hereinafter "Declaration"), which shall be effective as of the 25 day of April, 2024, is made by and between **Lexington-Fayette Urban County Government Public Facilities Corporation**, whose address is 200 East Main Street, Lexington, Ky. 40507 ("Owner" or "Grantor"), and **Lexington-Fayette Urban County Government** ("LFUCG"), and the **Office of the Governor, Department for Local Government**, a government agency of the Commonwealth of Kentucky, 100 Airport Road, 3rd Floor, Frankfort, Kentucky 40601 (hereinafter "DLG").

W I T N E S S E T H:

WHEREAS, Owner is the fee simple owner of the property located in Fayette County, Kentucky and further described in **Exhibit "B"** attached hereto and made part of, together with any and all park improvements located thereon, rights and appurtenances thereunto belonging and appurtenant easements thereto (hereinafter "Property"), which the Owner holds in fee simple for the benefit of LFUCG.

NOW, THEREFORE, in consideration of DLG making funds available to Lexington-Fayette Urban County Government, the Owner, from the Department of Interior, National Park Service Land and Water Conservation Fund Program under LWCF Agreement Number 21-01653 for the Property described herein, Owner wishes to place upon the Property certain restricting and covenants as to its use, which covenant shall run with the land and be binding upon the Owner, LFUCG, and their respective successors and assigns, as follows.

1. **Permitted Use of Property.** The property identified ("Property") below must at all times be maintained for use as public outdoor recreation ("POR Project"), in accordance with the Land and Water Conservation Fund Act and pursuant to the terms of the Memorandum of Agreement between LFUCG and the Commonwealth of Kentucky, Department for Local Government ("DLG") and this Deed Restriction.

2. **Required Maintenance.** The Owner and LFUCG shall mutually share the following responsibilities, such that any references to an obligation of the "Owner" shall be read

and interpreted to include "LFUCG":

a. Owner shall maintain the POR Project in perpetuity to prevent undue deterioration of the facilities and to encourage public use.

b. The Owner's obligation to maintain shall require replacement, repair, and reconstruction by Owner whenever necessary to preserve the POR Project in substantially the same structural condition and state of repairs as those indicated in the Baseline Documentation.

c. Owner shall keep the POR Project reasonably safe for public use

d. Owner shall keep the POR Project open for public use at reasonable hours and times of the year for perpetuity.

e. Owner shall keep the POR Project open for all persons regardless of race, color, sex, national origin, or disability.

f. The Owner shall allow the POR Project to be used solely for public outdoor recreational purposes. The Owner shall only erect those structures or improvements which are conducive to the use of the POR Project and/or the safety of the POR Project users. Such structures may include but shall not be limited to signage, stairways, steps, bridges, paving and surfacing material, culverts, benches, picnic tables, restrooms, parking lots, trash receptacles, and signs or markings to inform the public of the POR Project location or other features.

g. The Owner shall not place, collect, or store trash, human waste, ashes, chemicals, hazardous or toxic substances or any other unsightly or offensive material within the POR Project, except for trash receptacles provided for the use of POR Project users.

h. The Owner shall not make permanent substantial topographical changes within the POR Project, including but not limited to filing, excavation, removal of topsoil, sand gravel, rocks or minerals without prior notice and approval from DLG;

i. The Owner shall not participate in any unanticipated activity or use of the Property, which would impair significant use of the POR Project unless such activity is necessary for the protection of the values that are the subject of this Deed Restriction.

j. The Owner shall not change the use of the POR Project without prior notice to and approval for the change of use from DLG. Before approval is granted DLG must find that the change does not conflict with any federal laws which may prohibit change of the use of the POR Project.

k. The Owner shall not conduct any archaeological exploration, artifact collection or recovery operation without prior notice to and approval by DLG. Any such investigation shall be conducted under the immediate supervision of a qualified professional archaeologist with training or experience that is acceptable to DLG and shall conform to the standards for archaeological work established by DLG or the National Park Service. If a permit is required, Owner must also obtain prior written approval from DLG. All archeological artifacts recovered from the POR Project shall be curated at a facility approved by DLG. Should the facility charged with the curation of such artifacts cease to exist, or become, for any reason, unwilling to remain in possession of such artifacts or should DLG determine that such party is using such artifacts for purposes other than research, conservation, and display, then possession shall become vested in DLG and Owner or its designee shall immediately surrender control over all such artifacts to DLG.

l. The Owner shall not erect any signs or advertisements within the POR Project except those designed to provide information to the public of the POR Project location or other POR Project features without prior notice to and approval by DLG.

m. The Owner shall not permit any rights-of-way, easements of ingress or egress, driveways, roads, utility lines or other easements or servitudes, to be constructed, developed, or maintained into, on, over, under, or across, the POR Project without the prior notice to and approval by DLG.

n. The Owner shall take all steps necessary, at its own cost, to enforce and preserve its property interest in the POR Project to the extent necessary to comply with its obligations under the MOA and this Deed Restriction and to preserve DLG's rights under the same.

3. **Conversion to Other Use.** The property identified herein has been acquired or developed with federal financial assistance provided by the National Park Service through the Land and Water Conservation Fund program in accordance with the Land and Water Conservation Fund Act of 1965, as amended, 16 U.S.C. and 460l-5 *et seg.* (1970ed). Pursuant to a requirement of that law, this property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Secretary of the Interior. By law, the Secretary of the Interior shall approve such conversion only if it is in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions as necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and locations. See 54 U.S.C. § 200305(f)(3)). Also, pursuant to Section 504 of the Rehabilitation Act of 1973, the owner of the property does assure that handicapped persons will not be discriminated against in accordance with 43 CRF Part 17: Nondiscrimination in Federally Assisted Programs of the Department of the Interior.

4. **Notice and Approval.** The purpose of requiring the Owner to notify DLG prior to

undertaking certain permitted activities is to afford DLG an adequate opportunity to monitor those activities in question to ensure that they are designed and carried out in a manner that is consistent with the purpose of the Deed Restriction.

a. Whenever notice is required, Owner shall notify DLG in writing not less than thirty (30) days prior to the date Owner intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit DLG to make an informed judgment as to its consistency with the purpose of this Deed Restriction.

b. Where DLG's approval is required, DLG shall grant or withhold its approval in writing within thirty (30) days of receipt of Owner's written request therefore. Failure of DLG to deliver a written response to the Owner within such thirty (30) days shall be deemed to constitute approval by DLG of such request unless such act is contrary to any express restriction included herein. DLG's approval may be withheld only upon a reasonable determination by DLG that the action as proposed would be inconsistent with the purpose of this Deed Restriction.

5. **Inspections.** DLG may, but is not required to, make periodic inspections of the POR Project with the consent of Owner, representative of DLG shall be permitted at all reasonable times to inspect the POR Project. Owner covenants not to withhold unreasonably its consent in determining dates and times for such inspections.

6. **Notice of Violation; Corrective Action.** If DLG determines that a violation of the terms of this Deed Restriction has occurred or is threatened, DLG shall give written notice to the Owner of such violation and demand corrective action sufficient to cure the violation. The Owner shall correct deficiencies identified and report those corrections in writing to DLG within the time allowed for cure outlined in Paragraph 8.

7. **Standards for Review.** DLG shall apply the Secretary's Standards in exercising any authority created by the Deed Restriction to inspect the POR Project, to review any construction, alteration, repair or maintenance of the POR Project, or to review casualty damage or to reconstruct or approve reconstruction of the POR Project following casualty damage.

8. **Remedies:**

a. **Injunction.** If Owner fails to cure the violation within sixty (60) days after receipt of notice thereof from DLG, or, under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, fails to begin curing such violation within the sixty (60) day period, fails to continue diligently to cure such violation until finally cured, DLG may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Deed Restriction, to enjoin the violation, ex parte as necessary, by restraining order, temporary or permanent injunction, and to require the

restoration of the POR Project to the condition indicated in the Baseline Documentation.

In the event that DLG seeks an injunction, DLG shall not be required to post a bond and shall not be required to demonstrate irreparable harm or injury. Owner agrees that DLG's remedies at law for any violation of the terms of this Deed Restriction are inadequate and that DLG shall be entitled to the injunctive relief described above, both prohibitive and mandatory, in addition to such other relief to which DLG may be entitled, including specific performance of the terms of this Deed Restriction, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. DLG's remedies described in this Subparagraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

b. **Damages.** If Owner fails to cure the violation within sixty (60) days after receipt of notice thereof from DLG, or, under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, fails to begin curing such violation within the sixty (60) period, fails to continue diligently to cure such violation until finally cured, DLG may bring an action at law demanding reimbursement of the money paid to the Owner pursuant to the MOA.

In the alternative, DLG can enter the POR Project and cure the violation itself. It can then bring an action for the cost of performing the maintenance or curing the violation.

c. **Emergency Enforcement.** If DLG, in its discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the POR Project, DLG may pursue any of its remedies available under this Deed Restriction without notice to Owner and without waiting for the period provided for cure to expire.

d. **Scope of Relief.** DLG's rights under this Paragraph apply equally in the event of either actual or threatened violations of the terms of this Deed Restriction.

e. **Cost of Enforcement.** All reasonable costs incurred by DLG in enforcing the terms of this Deed Restriction against the Owner, including without limitation, costs and expenses of suit and reasonable attorneys' fees, shall be borne by the Owner without abatement, suspension, deferment or reduction; provided, however, that if Owner ultimately prevails in a judicial enforcement action each party shall bear its own costs.

f. **Lien.** Owner expressly agrees that DLG shall have, is hereby granted, and shall be entitled to record a lien against the Owner's interested in the POR

Project for any unpaid damages or costs of enforcement if DLG so chooses. Any lien on the POR Project created pursuant to this Deed Restriction may be confirmed by judgment and foreclosed by DLG in the same manner as a mechanic's lien except that no lien created pursuant to this Deed Restriction shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the POR Project.

g. **Forbearance.** Forbearance by DLG to exercise any of its rights under this Deed Restriction in the event of any breach of any term of this Deed Restriction by Owner shall not be deemed or construed to be a waiver by DLG of such term or of any subsequent breach of the same or any other terms of this or of any of DLG's rights under this Deed Restriction. No delay or omission by DLG in the exercise of any right or remedy upon any breach by Owner shall impair such right or remedy or be construed as a waiver.

h. **Waiver of Certain Defenses.** DLG acknowledges that Owner has read this Deed Restriction, its terms and requirements, and Owner, in full knowledge of its provisions, hereby waives any defense of latches, estoppels, or prescription with respect to any enforcement action instituted by DLG.

i. **Acts Beyond Owner's Control.** Nothing contained in this Deed Restriction shall be construed to entitle DLG to bring any action against Owner for any injury to or change in the POR Project resulting from causes beyond Owner's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Owner under emergency conditions to prevent, abate or mitigate significant injury to the POR Project resulting from such causes. Notwithstanding the foregoing Paragraph, the Owner remains responsible for maintaining the POR Project to the standard of the Baseline Documentation against wear and tear caused by public use.

9. **Casualty Damage or Destruction; Insurance.** In the event that the POR Project shall be damaged or destroyed by fire, flood, windstorm, tornado, earth movement or other casualty, Owner shall notify DLG in writing within sixty (60) days of the damage or destruction. The notification shall include what, if any, emergency work has already been completed, an assessment of the nature and extent of the damage, a determination of the feasibility of the restoration of the POR Project if appropriate under the Secretary's Standards, and a report of such restoration work necessary to return the Property to the condition existing at the date hereof if appropriate under the Secretary's Standards.

After reviewing the report provided pursuant to this Paragraph and assessing the availability of insurance proceeds, if Owner and DLG agree that the purpose of the Deed Restriction will be served by such reconstruction and if deemed appropriate under the Secretary's Standards, the Owner and DLG shall establish a schedule under which Owner shall repair or reconstruct the POR Project so that it conforms to the requirements of the MOA and to the

condition represented in the Baseline Documentation as closely as possible given the amount of any casualty insurance proceeds available to Owner.

10. **Indemnification.** Owner, to the extent allowable by law, hereby agrees to pay, protect, indemnify, hold harmless and defend, at its own cost and expense, the NPS, DLG, and its agents, officers, employees, contractors, subcontractors, the Commonwealth of Kentucky, the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified parties") from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, losses, fines, costs, charges, demands, orders, judgments, administrative actions, and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon, incurred by or asserted against any one of the Indemnified Parties (unless due solely to the negligence of any of the Indemnified Parties while acting within the scope of their employment) by reason of any one or more of the following: (i) DLG's interest in the POR Project or any part thereof, (ii) any accident, injury to or death of person or persons or loss of or damage to property occurring in, on or about the POR Project or any part thereof; (iii) any use, disuse or condition of the POR Project or any part thereof, (iv) the presence or release in, on, or about the POR Project, at any time, of any substance now or hereafter defined, listed or otherwise, classified pursuant to any law, ordinance, or regulation as hazardous, toxic, polluting or contaminating substance, (v) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), and Kentucky Revised Statutes § 224.10-020, *et seq.*, by any person in any way affecting, involving, or relating to the POR Project and (vi) the obligations, covenants, representations, and warranties of Paragraphs 8, 11, 12, 13, and 14. Nothing in this Deed Restriction shall be construed as a waiver of the defense of sovereign immunity, as to the Owner and/or LFUCG.

11. **Taxes.** Owner shall pay immediately, when required by law and when first due or owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, charges or fees of whatever description levied on or assessed against the POR Project by a competent authority which may become a lien on the POR Project, including any taxes imposed upon or incurred as a result of this Deed Restriction, unless Owner timely objects to the amount or validity of the assessment or charge and diligently prosecutes an appeal thereof, in which case the obligation hereunder to pay such charges shall be suspended for the period permitted by law for prosecuting such appeal and any applicable grace period following completion of such action. Owner shall furnish DLG with satisfactory evidence of payment upon request.

12. **Representations and Warranties.** Owner represents and warrants that, after reasonable investigation and to the best of its knowledge:

a. No substance defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement has hazardous, toxic, polluting, or otherwise contaminating to the air, water or soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned or transported in, on, over, under, from or across the POR Project Area;

b. There are not now any underground storage tanks located within the POR Project, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the POR Project in a manner not in compliance with applicable federal, state and local laws, regulations, and requirements;

c. Owner and POR Project are in compliance with all federal state and local laws, regulations, ordinances, codes and requirements applicable to the POR Project and its use;

d. There is no pending or threatened litigation in any way affecting, involving, or relating to the POR Project;

e. No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or any alleged violation of, or failure to comply with, any use, nor do there exist any facts or circumstances that Owner might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders;

f. There are no outstanding surface or subsurface mineral rights associated with the POR Project; and

g. Owner has sufficient interest in the property comprising the POR Project to grant this Deed Restriction and fulfill all of its terms and conditions fully.

13. **Remediation.** If, at any time, there occurs, or has occurred, a release in, on, or about the POR Project of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water or soil, or in any way harmful or threatening to human health or the environment, Owner agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required.

14. **Control.** Nothing in this Deed Restriction shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in DLG to exercise physical or managerial control over the day-to-day operations of the POR Project, or any of Owner's activities on the POR Project, or otherwise become an operator with respect to the POR Project within in the meaning of the CERCLA and Kentucky Revised Statutes § 224.10-020, et seq.

15. **Written Notice.** Any notice which either Owner or DLG may desire or be required to give to the other party shall be in writing and shall be delivered by one of the following methods: (i) upon delivery if delivered by hand delivery or facsimile transmission, (ii) one (1) business day after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, with return receipt requested, and addressed as follows: if to Owner, 200 East Main Street, Lexington, Ky. 40507, Attn: Monica Conrad, Director of Parks and Recreation and a carbon copy of the written notice

shall also be sent contemporaneously to Owner's registered agent, Ashley Lawerence-Simpson, at 200 East Main Street, Switow Building (3d), Lexington, Ky. 40507; and if to DLG, then to the Commonwealth of Kentucky, Department for Local Government, Attn: Jessica Hill, 100 Airport Road, 3rd Floor, Frankfort, KY 40601. Each party may change its address set forth herein by a notice to such effect to the other party.

16. **Estoppel Certificates.** Upon written request by DLG, Owner shall promptly furnish DLG certification that, to the best of Owner's knowledge, Owner is in compliance with any obligations of Owner contained in this Deed Restriction;

17. **Notice from Government Authorities.** Owner shall deliver to DLG copies of any notice of violation or lien relating to the POR Project received by Owner from any government authority within five (5) days of receipt by Owner. Upon request by DLG, Owner shall promptly furnish DLG with evidence of Owner's compliance with such notice or lien where compliance is required by law.

18. **Proposed Sale of Any Portion of POR Project.** Owner shall promptly notify DLG in writing of any proposed sale of the POR Project, notify DLG of the names and addresses of Owner's successor(s) in interest, and provide the opportunity for DLG to explain the terms of the Deed Restriction to potential new owners or prior to sale closing. In any deed conveying an interest in all or part of POR Project subject to the terms of this Deed Restriction, the Owner shall refer to this Deed Restriction and shall indicate that the Deed Restriction is binding upon all successors in interest to the POR Project in perpetuity.

19. **Runs with the Land.** Except as provided in Paragraphs 8, 9, 22, 23, the obligations imposed by this Deed Restriction shall be effective in perpetuity and shall be deemed to run as a binding servitude with all property which makes up the POR Project. This Deed Restriction shall extend to and be binding upon Owner and DLG and all of each of their successors and assigns. The words "Owner" and "DLG" shall include all such persons. Anything contained herein to the contrary notwithstanding, an owner of any portion of the POR Project shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the property by reason of a bona fide transfer. The restrictions, stipulations, and covenants contained in this Deed Restriction shall be inserted by Owner, verbatim or by express reference, in any subsequent deed or other legal instrument by which Owner divests itself of either the fee simple title or any lesser estate in the property making up the POR Project or any part thereof, including by way of example and not limitation, a lease of all or a portion of the property making up the POR Project.

20. **Assignment.** DLG may, with the express prior written approval of the Owner, convey, assign, or transfer its respective rights, title, and interest in this Deed Restriction to a duly authorized unit of the federal, state or local government or to a similar local, state or national organization whose purpose, inter alia, are to promote the values of the LWCF Program, provided that such conveyance, assignment or transfer requires that the purpose for which the Deed Restriction was granted will continue to be carried out. In the event that DLG shall cease to be authorized to hold such easements, then DLG shall promptly select another qualified organization with the express prior written approval of Owner, and convey, assign, or transfer to the selected

qualified organization all of its respective right, title, and interest under this Deed Restriction. DLG agrees to give written notice to Owner of an assignment at least thirty (30) days prior to the date of such assignment. Approval by the Owner under this paragraph shall not be unreasonably withheld.

21. **Recording and Effective Date.** Grantor shall do and perform at its own cost all acts necessary for the prompt recording of this instrument in the land records of Fayette County, Kentucky. Grantor shall forward a certified copy of the filed Deed Restriction to DLG for its records. Owner and DLG intend that the restrictions arising under this Deed Restriction take effect on the day and year this instrument is recorded in the above-described land records. This instrument may be re-recorded at any time as may be required to preserve the rights in this Deed Restriction.

22. **Agents of DLG.** DLG may assign its rights and obligations under this instrument with regard to maintenance and monitoring of the POR Project to persons, entities, or agencies ("Agents") as it sees fit. DLG shall notify Owner if such assignment is made and shall provide Owner the name, address, and other contact information for these Agents.

23. **Interpretation.** The following provisions shall govern the effectiveness, interpretation, and duration of the Deed Restriction:

a. The interpretation and performance of this Deed Restriction shall be governed by the laws of the Commonwealth of Kentucky;

b. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the POR Project shall not apply in the construction interpretation of this Deed Restriction and this instrument shall be interpreted broadly to affect its purpose and the transfer or rights and restriction on use herein contained;

c. The parties intend to agree and bind themselves, their successors, and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statue, common law, or private agreement in existence either now or hereafter.

d. The invalidity or unenforceability of any provision of this Deed Restriction shall not affect the validity or enforceability of any other provision of this Deed Restriction or any ancillary or supplementary agreement relating to the subject matter hereof;

e. Nothing contained herein shall be interpreted to authorize or permit Owner to violate any law regulation, ordinance, code or requirement relating to building materials, construction methods, interior mechanical systems (including, but not limited to, heating, air conditioning, plumbing, electrical, or gas), or use of the POR Project. In the event of any conflict between any such ordinance or regulation and the terms hereof, Owner shall

promptly notify DLG of such conflict and shall cooperate with DLG and the applicable governmental entity to accommodate the purpose of both this Deed Restriction and such ordinance or regulation.

f. To the extent that Owner owns or is entitled to development rights which may exist now or at some time hereafter, whether by reason of applicable zoning or some other similar ordinance, such development rights shall not be exercisable on, above, or below the POR Project during the term of the Deed Restriction, nor shall they be transferred to any adjacent parcel and exercised in a manner what would interfere with the purpose of the Deed Restriction.

g. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation; and

h. If circumstances arise under which an amendment to or modification of this Deed Restriction would be appropriate, Owner and DLG may by mutual written agreement jointly amend this Deed Restriction, provided that no amendment shall be made that will adversely affect the qualification of the Deed Restriction or the status of DLG under any applicable law. Any such amendment shall be consistent with the purpose of the Deed Restriction and shall not affect its perpetual duration. Any such amendment shall be recorded, at Owner's cost and obligation, in the land records of Fayette County, Kentucky. Nothing in this paragraph shall require the Owner or DLG to agree to any amendment or bind them to negotiation.

TO HAVE AND TO HOLD unto the Commonwealth of Kentucky, Department for Local Government, for the use and benefit of the Department for Local Government, its successors and assigns forever. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall be binding upon Grantor its survivors, agents, personal representatives, heirs, assigns and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the property.

CONSIDERATION CERTIFICATE OF GRANTOR

The Grantor herein hereby certifies that the consideration reflected in this easement as set forth hereinabove, is the full consideration paid for the property rights hereby conveyed.

ACKNOWLEDGMENT OF CONDITIONS BY GRANTOR

The Grantor herein, and LFUCG, and DLG agree that in substance the Baseline Documentation is an objective, though non-exclusive, representation of the POR Project as it exists at the time of the conveyance of this Deed Restriction and documents a portion of the characteristics of the POR Project in its current use and state of improvement.

IN WITNESS WHEREOF, the Grantor and DLG have hereunto set their hands on the date indicated above.

GRANTOR/OWNER
LEXINGTON - FAYETTE URBAN COUNTY
GOVERNMENT PUBLIC FACILITIES CORPORATION

Linda Gorton

Linda Gorton, President of Lexington-Fayette Urban
County Government Public Facilities Corporation

COMMONWEALTH OF KENTUCKY
COUNTY OF FAYETTE

The foregoing instrument was acknowledged before me this 30 day of April, 2024, by Linda Gorton, as President for and on behalf of the Lexington-Fayette Urban County Government Public Facilities Corporation.

My commission expires: 10/24/2026

NOTARY PUBLIC, STATE AT LARGE, KY
Notary ID# KYNP 61125

LEXINGTON-FAYETTE COUNTY GOVERNMENT

Linda Gorton

Linda Gorton, Mayor

COMMONWEALTH OF KENTUCKY
COUNTY OF FAYETTE

The foregoing instrument was acknowledged before me this 30 day of April, 2024, by Linda Gorton, as Mayor, for and on behalf of the Lexington-Fayette Urban County Government.

My commission expires: 10/24/2026

NOTARY PUBLIC, STATE AT LARGE, KY
Notary ID# KYNP 61125

OFFICE OF THE GOVERNOR
DEPARTMENT FOR LOCAL GOVERNMENT

_____
Dennis Keene, Commissioner

COMMONWEALTH OF KENTUCKY
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Dennis Keene, as Commissioner for and on behalf of Office of the Governor, Department for Local Government.

My commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE, KY
Notary ID# _____

Approved as to form and legality:

_____
Matt Stephens
Counsel for the Department for Local Government

This instrument prepared by:

_____
Brandon Gibson, Staff Attorney
Department for Local Government
Office of the Governor
100 Airport Road, 3rd Floor
Frankfort, Kentucky 40601

Upon recording, please return to:
Lexington-Fayette Urban County Government Public Facilities Corporation
200 East Main Street
Lexington, KY 40507

Schedule of Exhibits:
Exhibit A: MOA between DLG and Grantor
Exhibit B: Plat and Legal Description
Exhibit C: Proof of Property Interest
Exhibit D: Baseline Documentation

Commonwealth of Kentucky
CONTRACT

DOC ID NUMBER:
PON2 112 2400000817 **Version:** 1 **Record Date:** 10/25/2023

Document Description: LFUCG Raven Run Meadow Trail #21-01653

Cited Authority: KRS148.022
Outdoor Recreation Programs

Reason for Modification:

Issuer Contact:

Name: Jessica Hill
Phone: (502) 573-2382
E-mail: JessicaM.Hill@ky.gov

Vendor Name:
LEXINGTON FAYETTE URBAN CO GOVERNMENT

200 EAST MAIN STREET

LEXINGTON KY 40507

Vendor No. KY0032969

Vendor Contact
Name: Chad Hancock
Phone: 8592583313
Email: chancock@lexingtonky.gov

Effective From: 10/31/2023 **Effective To:** 09/30/2026

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		LFUCG Raven Run Meadow Trail #21-01653	$0.000000	$25,000.00	$25,000.00

Extended Description:
The City of Lexington is requesting $25,000.00 from the Land and Water Conservation Fund to make needed repairs to the Meadow Trail at the Raven Run Nature Sanctuary. The scope of work includes the purchase of a mini excavator, restoration of the native habitat by instilling native plant seed, creation of a rainwater collection system, and restoration of the wetlands along the meadow trail. Project is federally funded by the National Park Service.

Shipping Information:	Billing Information:
Department for Local Government - Office of Grants 100 Airport Rd, 3rd Fl Frankfort KY 40601	Department for Local Government - Office of Grants 100 Airport Rd, 3rd Fl Frankfort KY 40601

TOTAL CONTRACT AMOUNT:	$25,000.00

EXHIBIT
A

GRANT INFORMATION AND IDENTIFICATION

Grant Agreement Number: 21-01653

Subrecipient: Lexington-Fayette Urban County Government

Project Name: Raven Run Meadow Trail Improvement

Federal Agency: US Department of Interior- National Park Service

Pass-Through Agency: Kentucky Department for Local Government

CFDA Title: Land and Water Conservation Fund

CFDA Number: 15.916

MEMORANDUM OF AGREEEMENT TERMS AND CONDITIONS

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Department for Local Government ("the Commonwealth") and the Lexington-Fayette Urban County Government ("the Contractor") to establish an agreement for the Raven Run Meadow Trail Improvement. The initial MOA is effective from October 31, 2023 through September 30, 2026.

Scope of Services:

The City of Lexington is requesting $25,000.00 from the Land and Water Conservation Fund to make needed repairs to the Meadow Trail at the Raven Run Nature Sanctuary. The scope of work includes the:

1) Purchase of a mini excavator to be used for trail repairs at the park. Repairs include:
   Create drainage ditches to collect runoff water without causing excessive erosion.
   Regrade the slope of the trails to better allow water runoff.
   Add top soil in areas with severe erosion.
   Compact soil to better accommodate UTV vehicles.
   Reroute small sections of trail as needed.
2) Restoration of the native habitat by instilling native plant seed.
3) Creation of a rainwater collection system.
4) Restoration of the wetlands along the meadow trail.

Pricing:

Land and Water Conservation Fund (LWCF), not to exceed: $25,000.00

Reimbursement provided to the recipient on basis of documented applicable expenses (invoices, cancelled checks, payroll or timesheet registers).

COMMONWEALTH OF KENTUCKY, DEPARTMENT FOR LOCAL GOVERNMENT
OFFICE OF FEDERAL GRANTS, LAND AND WATER CONSERVATION FUND (LWCF)

1 - OBLIGATIONS OF DLG

DLG covenants and agrees, conditioned upon the timely performance by the other parties of their respective obligations, to undertake the following obligations:

A. DLG shall, subject to the availability of the appropriate federal funds for the project, reimburse to the Local Agency an amount not to exceed ($25,000.00). The Local Agency shall make full payment for the cost of an item and/or provide documentation for in-kind contributions before submitting a request for reimbursement of eligible project costs. During the term of this Agreement, eligible project costs are identified in Attachment A, Scope of Services and Budget. Reimbursement requests should be made Quarterly. A request for reimbursement may not be submitted to DLG for less than 25 percent of the total eligible project costs. The rate of reimbursement will be 50 percent. The final 25 percent of the LWCF grant will be withheld until the project is completed, inspected, and accepted by DLG staff and representatives of the National Park Service and the required Deed Restriction is recorded.

B. DLG and NPS may, but are not required to, make periodic inspections of the Project and may send inspection reports to the Local Agency. The Local Agency shall correct deficiencies identified in the inspection report and their correction reported in writing to DLG within two weeks of receipt of the inspection report.

C. DLG shall cooperate fully with the Local Agency in order to facilitate the obligations set out in this Agreement.

2 - OBLIGATIONS OF THE LOCAL AGENCY

The Local Agency covenants and agrees to undertake the following obligations:

A. The Local Agency shall perform and cause to be performed all necessary acts to plan, design and construct the Project in accordance with applicable law and the provisions stated herein.

B. The Local Agency shall obtain all necessary permits, licenses and approval from the appropriate governmental entities for construction of the Project.

C. The Local Agency shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies and require all contractors employed by the Local Agency to comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies. In particular, the Local Agency, and it's contractors shall comply with 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. As evidence of the grant recipient's intention to comply, a Standard Form 424D, Assurances - Construction Programs, shall be signed by the authorized certifying official and made a part of this Agreement. If applicable, the Local Agency shall provide documentation to show compliance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1990 as amended. This documentation must be submitted before the first request for reimbursement is made. The Local Agency shall use its own procurement procedures that reflect applicable state and local laws for all purchases of goods or services related to the Project. Shall comply with 2 CFR Part 200,2 CFR Part 182 & 1401, 2 CFR 180-1400, 43 CFR 18, 2 CFR Part 175, 2 CFR Part 25, 2 CFR Part 170.

D. The Local Agency shall appropriately address any advisory comments that are attached to the Kentucky State Clearinghouse's notification letter relating to the grant recipient's project. If applicable, evidence that the advisory comments have been satisfactorily addressed must be submitted to DLG before any work can begin on this project. Additionally, during the period of performance, the Local Agency shall notify DLG immediately if any significant adverse environmental impacts result from project implementation and shall cease all project activity until an evaluation is made by DLG and its representatives to determine what actions are necessary and appropriate.

E. The Local Agency shall erect and maintain, in perpetuity, a sign on the Project site acknowledging that the Project was completed with LWCF financial assistance.

F. The Local Agency shall retain all records relating to the project until DLG audits the records, or for three years after the Project is closed out, whichever occurs first. The records include, but are not limited to, the following:

• Payroll register by pay period showing names, hours worked, hourly rate,benefits, deductions, gross pay, and net pay.

• Final cost summary of all payroll registers.
• Time sheets signed by both employees and their respective supervisors.
• Invoices for purchased materials.
• Invoices for all design and construction costs.
• Each invoice shall have the date paid and check number indicated on it.
• Cancelled checks or copies thereof.
• Copies of documents used in procurement (advertisements, plans and specifications, bid tabulations, contracts, and change orders).
• Statements specifying donations to the project signed by the donor.

G. A copy of the Local Agency's resolution authorizing the execution of this Agreement is attached hereto and made a part hereof.

H. The Local Agency shall cooperate fully with DLG and provide any documentation requested by DLG in order to facilitate the obligations set out in this Agreement.

I. The Local Agency shall submit quarterly progress reports to DLG in the form prescribed by DLG until the Project is closed out by DLG. The reports shall be submitted by the 15th day of the month following the last day of each calendar quarter (i.e., January 15th, April 15th, July 15th, and October 15th). The report shall list, at a minimum, the line items in the cost estimate and the percent of completion as well as any indication of problems or time delays. The final quarterly progress report shall act as the Project Completion Report. The Progress Completion Report must be approved by DLG. Any deficiencies found in the Progress Completion Report shall be remedied by the Local Agency no later than 2 weeks from receipt of notification.

J. The Local Agency shall execute and record in the public property records of the county clerk's office a limitation of use notice, deed of restriction, or other appropriate document dedicating the property in perpetuity to public outdoor recreation in accordance with the Conditions set forth below. The document shall identify the property by the project boundary map submitted with the application to the Department. The document and the County Clerk's filing certification shall be submitted to DLG along with the Local Agency's first request for reimbursement under this agreement. A deed restriction must be recorded prior to receiving final reimbursement. The parties to the project agreement specifically recognize that the Land and Water Conservation Fund project creates an obligation to maintain the property described consistent with the Land a nd Water Conservation Fund Act.

Upon Project completion, the Local Agency shall operate and maintain the Project as follows:

• Facilities shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration and to encourage public use.
• Facilities shall be kept reasonably safe for public use.
• Facilities shall be kept open for public use at reasonable hours and times of the year for

perpetuity.
• Facilities shall be kept open for all persons regardless of race, color, sex, national origin, or disability.

K. Any unauthorized or improper expenditure of funds, or expenditure of funds other than in accordance with the terms of this Agreement shall be deemed a default of this Agreement by the Local Agency, with the Local Agency returning those funds to DLG, if DLG has made reimbursement to the Local Agency.

3 - MUTUALITY OF OBLIGATIONS

A. The parties agree that the obligations imposed upon them are for the benefit of the parties and the timely fulfillment of each and every obligation in accordance with this Agreement is necessary. The failure of any party to fulfill its obligations under this Agreement or the failure of any event to occur by a date established by this Agreement shall constitute a breach of it unless the fulfillment of such obligation is waived or modified by written agreement of the parties.

B. In the event of default by the Local Agency, including the failure to meet any time deadlines or provisions set out in this Agreement, DLG may declare this Agreement void from the beginning without further obligation to the Local Agency and may commence appropriate legal or equitable action to enforce its rights under this Agreement including action for recovery of funds expended hereunder.

C. Except as may otherwise be provided herein, the parties to this Agreement shall be solely responsible for any costs incurred in fulfilling their obligations under this Agreement and no party shall have any claim against the other party for reimbursement of costs whether or not a party is in default.

D. Both parties, DLG and the Local Agency, acknowledge that this Agreement is entered into under the provision of KRS 45A.023, and that future Kentucky General Assemblies may discontinue funding in subsequent budgets.

4 - MISCELLANEOUS PROVISIONS

A. This Agreement may be signed by each party upon a separate copy, and in such case one counterpart of this Agreement shall consist of a sufficient number of such copies to reflect the signature of each party hereto. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms and conditions hereof to produce or account for more than one of such counterparts.

B. The headings set forth in this Agreement are only for convenience or reference and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

C. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successor and assigns, respectively, of the parties. This provision shall not be construed to permit assignment by any party of any of its rights and duties under this Agreement which assignment shall be prohibited except with the prior written consent of all parties hereto.

D. No decision-making official or employee of the Local Agency involved in discussions regarding a contract or subcontract in connection with the project shall have any financial or other personal interest in any such contract or subcontract.

E. No person performing services for the Local Agency in connection with this project shall have a financial or other personal interest in any real property acquired for this project unless such interest is openly disclosed in the Local Agency's public meeting and reflected in the Public Agency's public meeting minutes, and such officer, employee, or person has not participated in the acquisition of said property for or on behalf of the Local Agency.

F. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, superseded all existing agreements among them concerning the subject matter hereof, and may be modified only by a written instrument duly executed by each of the parties hereto.

G. Time is of the essence in the performance of each of the terms and conditions of this Agreement.

H. The parties agree that any suit, action or proceeding with respect to this Agreement may only be brought in or entered by, as the case may be, the courts of the Commonwealth of Kentucky situated in Frankfort, Franklin County, Kentucky or the United States District Court for the Eastern District of Kentucky, Frankfort Division.

I. The Grantee hereby agrees to adopt the provisions of DLG's Implementation Plan for Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq (nondiscrimination in use of federal funds), a copy of which is available upon request. In lieu of this requirement, the Grantee may adopt its own Title VI Implementation Plan, provided that the Grantee attaches hereto a copy of its Title VI Implementation Plan and any applicable annual updates.

J. All notices, requests, demands, waivers, and other communications given as provided in this

Agreement shall be in writing, and shall be addressed as follows:

If to DLG: Department for Local Government
100 Airport Road, 3rd Floor
Frankfort, Kentucky 40601
ATTENTION: Office of Federal Grants

If to the Local Agency: Lexington-Fayette Urban County Government
200 E Main Street
Lexington, Kentucky 40507
ATTENTION: Mayor Linda Gorton

Memorandum of Agreement Standard Terms and Conditions

Revised January 2023

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.

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.695, "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.

Commonwealth of Kentucky:

Signature — Commissioner, Department for Local Government (Title)

Dennis Keene (Printed Name) — 10-20-2023 (Date)

Lexington-Fayette Urban County Government

Signature — Mayor, LFUCG (Title)

Linda Gorton (Printed Name) — 10/17/2023 (Date)

Approved as to form and legality:

Signature — General Counsel, Department for Local Government (Title)

Matthew Stephens (Printed Name) — 10-19-23 (Date)

Signature — Title

Printed Name — Date

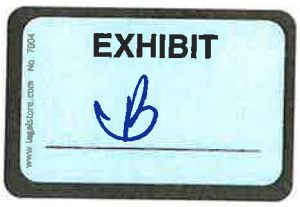
Legal Description

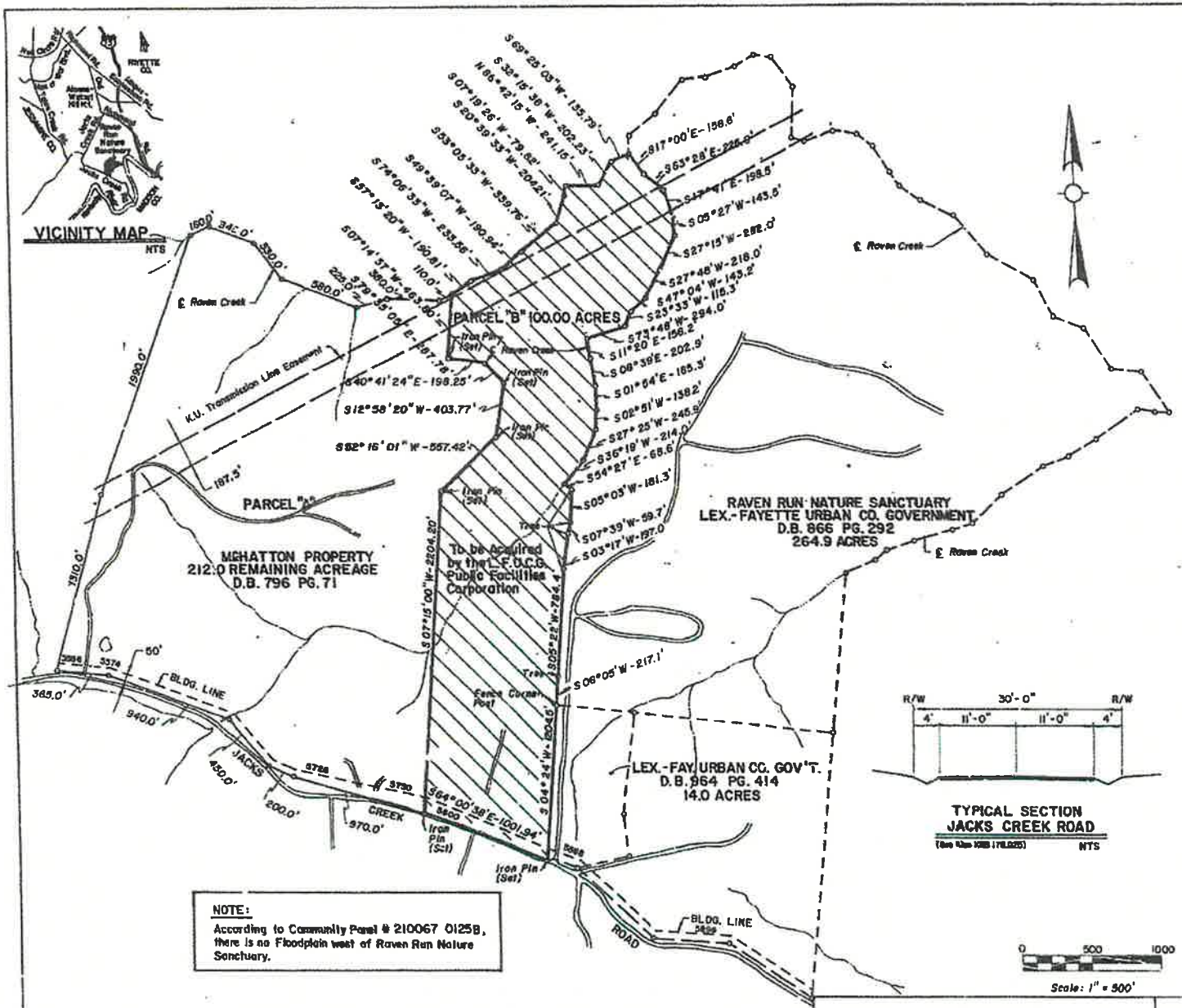
Tract I – 3885 Raven Run Way

Being all of Parcel "B" (consisting of 100.00 Acres), as shown on the Public Acquisition Plat of the Raven Run Nature Sanctuary & McHatton Property, Fayette County, Kentucky, of record in Plat Cabinet I, Slide 161, Fayette County Clerk's Office, to which plat reference is hereby made for a more particular description of said property; the improvements thereon being known and designated as 5800 Jacks Creek Pike n/k/a 3885 Raven Run Way.

Being the same property conveyed to Lexington-Fayette Urban County Government Public Facilities Corporation, by deed dated September 7, 1990, of record in Deed Book 1559, Page 230, in the Fayette County Clerk's Office.

4858-9312-7597, v. 1





NOTE:
According to Community Panel # 210067 0125B, there is no Floodplain west of Raven Run Nature Sanctuary.

PLAT CAB. "I"; SLIDE 161

OWNER'S CERTIFICATION

I (WE) DO HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF RECORD OF THE PROPERTY PLATTED HEREON WHICH IS RECORDED IN DEED BOOK VOLUMES; D.B. 796 PG. 71 IN THE FAYETTE COUNTY CLERK'S OFFICE; DO HEREBY ADOPT THIS AS MY (OUR) PLAN OF LOTS FOR THIS PROPERTY; DO HEREBY DEDICATE THE STREETS AND ANY OTHER SPACES SO INDICATED TO PUBLIC USE; AND DO ESTABLISH THAT THE EASEMENTS SHOWN HEREON ARE RESERVED FOR THE USE SO INDICATED AND NO STRUCTURE, FENCE, OR OTHER OBSTRUCTION OF ANY KIND SHALL BE CREATED OR PERMITTED TO REMAIN UPON OR OVER ANY PORTION OF SAID EASEMENTS; ALSO I (WE) DO HEREBY AGREE THAT BEFORE ANY LOT HEREON IS SOLD OR TRANSFERRED, THE PURCHASER SHALL BE NOTIFIED IN THE CONTRACT OR DEED OF ANY PRIVATE UTILITIES (WATER, GAS, ELECTRICITY, TELEPHONE, AND WHERE APPLICABLE, SANITARY SEWERS) NOT INSTALLED, AND THE DEED OR CONTRACT SHALL CONTAIN A STATEMENT, THAT NO BUILDING OCCUPANCY CERTIFICATE MAY BE SECURED UNTIL ANY SUCH UTILITY IS INSTALLED.

WITNESS _____ DATE 9-6-90
ADDRESS _____
OWNER AND LIEN HOLDER _____ DATE 9-6-90
ADDRESS _____

Urban Co. Gov't. Public Facilities Corporation
Lexington-Fayette Urban County Government
200 E. Main St.
Lexington, KY. 40507

DATE

ENGINEER'S AND SURVEYOR'S CERTIFICATE

I HEREBY DO CERTIFY THAT THIS RECORD PLAN WAS PREPARED BY ME OR UNDER MY DIRECTION THAT ALL WORK PERFORMED BY ME OR UNDER MY DIRECTION, INCLUDING ENGINEERING DESIGN, WAS DONE IN ACCORDANCE WITH THE PROVISIONS OF THE LAND SUBDIVISION REGULATIONS AND THE REQUIREMENTS OF THE PLANNING COMMISSION; THAT ALL MONUMENTS SHOWN HEREON DO EXIST AND THEIR LOCATIONS, SIZE, AND MATERIAL ARE CORRECTLY SHOWN; THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE INFORMATION SHOWN HEREON IS ACCURATE.

SURVEYOR _____ DATE _____
ADDRESS _____

STATE OF KENTUCKY
AUBREY E. HENGER
1137
REGISTERED LAND SURVEYOR

COMMISSION'S CERTIFICATION

I DO HEREBY CERTIFY THAT THIS RECORD PLAT HAS MET THE URBAN COUNTY PLANNING COMMISSIONS REQUIREMENTS AND IS NOW ELIGIBLE FOR RECORDING.

Executive Director 9/7/90
DATE

MAYOR AND COUNCIL CLERK'S CERTIFICATION

I DO HEREBY CERTIFY THAT THE ACQUISITION OF THE PROPERTY SHOWN HEREON WAS APPROVED BY THE URBAN COUNTY COUNCIL ON July 5, 1990.

MAYOR DATE

COUNCIL CLERK DATE

EXHIBIT B

PUBLIC ACQUISITION PLAT
OF THE
"RAVEN RUN NATURE SANCTUARY"
&
MCHATTON PROPERTY

LOCATED AT : JACKS CREEK ROAD

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

2:30
11:20 AM
Tech SEPT 90

900907089

3885 Raven Run

R-338-90

DEED #5454

BOOK 1000 PAGE 000

THIS DEED, made and entered into this 7th day of September, 1990, by and between EULA REYNOLDS McHATTON and REX L. McHATTON, her husband, whose mailing address is P.O. Box 22203, Lexington, Kentucky 40522, Grantors, and LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT PUBLIC FACILITIES CORPORATION, a Kentucky non-profit corporation, whose mailing address is 200 East Main Street, Lexington, Kentucky 40507, Grantee.

5800 Jacks Creek Pike

W I T N E S S E T H:

THAT for and in consideration of the total sum of $250,000.00, cash in hand paid, the receipt of all of which is hereby acknowledged, Grantors hereby convey to Grantee, in fee simple, with Covenant of GENERAL WARRANTY, the following described property, located in Fayette County, Kentucky, and being more particularly described in Exhibit A attached hereto and made a part hereof.

PROVIDED, HOWEVER, there is excepted from the foregoing warranty and covenants of title and this conveyance is made subject to any easements and restrictions of record affecting said property, and taxes and assessments for the current year, which taxes and assessments and those of succeeding years, Grantee assumes and agrees to pay.

IN TESTIMONY WHEREOF, witnesseth the signatures of Grantors on the date first above written.

Eula Reynolds McHatton
EULA REYNOLDS McHATTON

Rex L McHatton
REX L. McHATTON

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was acknowledged before me this 7th day of September, 1990, by EULA REYNOLDS McHATTON and REX L. McHATTON, her husband.

My Commission expires: March 20, 1991.

NOTARY PUBLIC

900910028

EXHIBIT C

BOOK 1559 PAGE 231

CERTIFICATE OF CONSIDERATION

The undersigned hereby swear and affirm, under penalty of perjury, that the consideration recited in the foregoing instrument is the full actual consideration paid or to be paid for the property transferred hereby.

Eula Reynolds McHatton
EULA REYNOLDS McHATTON

Rex L McHatton
REX L. McHATTON

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT PUBLIC FACILITIES CORPORATION

BY: Scotty Baesler
SCOTTY BAESLER, President

STATE OF KENTUCKY

COUNTY OF FAYETTE

Subscribed and sworn to before me this 7th day of September, 1990, by EULA REYNOLDS McHATTON and REX L. McHATTON, her husband.

My Commission expires: March 20, 1991.

NOTARY PUBLIC

STATE OF KENTUCKY

COUNTY OF FAYETTE

Subscribed and sworn to before me this 7th day of September, 1990, by SCOTTY BAESLER, President of LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT PUBLIC FACILITIES CORPORATION, a Kentucky Non-Profit Corporation, on behalf of the corporation.

My Commission expires: November 19, 1990

Mary Jane Adams
NOTARY PUBLIC

PREPARED BY:

WYATT, TARRANT & COMBS
Lexington Financial Center
Lexington, Kentucky 40507

BY:

BOOK 1559 PAGE 232

EXHIBIT A

Being all of Parcel "B" as shown on the Public Acquisition Plat of the Raven Run Nature Sanctuary & McHatton Property, Fayette County, Kentucky, of record in Plat Cabinet I, Slide 161, Fayette County Clerk's office, to which plat reference is hereby made for a more particular description of said property; the improvements thereon being known and designated as 5800 Jacks Creek Pike.

Being a part of the same property conveyed to Eula Reynolds McHatton, by deed dated May 15, 1964, of record in Deed Book 796, page 71, Fayette County Clerk's office.

STATE OF KENTUCKY
COUNTY OF FAYETTE SCT.

I, DONALD W. BLEVINS, CLERK OF SAID COUNTY COURT HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT HAS BEEN DULY RECORDED IN DEED BOOK 1559 PAGE 232 IN MY SAID OFFICE.

DONALD W. BLEVINS, CLERK

BY ..... D.C.

ORDERED TO BE RECORDED
SEP 10 10 84 AM '90
FAYETTE
BY ..... D.C.

Deed Tax
250.00

MAYOR LINDA GORTON

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

Exhibit D: Raven Run, Baseline Documentation

Location: 3885 Raven Run Way, Lexington, KY 40515 **Acreage:** 734 acres

Land's Prior Uses: In pre-settlement times, Woodland populations used the site that is now Raven Run for hunting and foraging. Between 1000AD and 1700AD, Fort Ancient peoples began using agricultural practices that allowed them to settle on and around the site. In 1790, 2,400 acres, including Raven Run acreage, were gifted to Henry Bell for his service in the French and Indian War. Later, In 1800, Jesse Copher purchased 600 acres of land from Bell and the first phase of Prather House construction began when Baruch Prather purchased 164 acres from Copher in 1804. In 1830, Peter Evans received permission from the county to build a road between Old Richmond Road and Jacks Creek Pike, which ran down into Raven Run Creek. In 1833, Evans built his mill and remnants of the structure are still found at Raven Run today. From 1850-1871, Archibald Moore purchased and lived on 15 acres of land near the south fork of Raven Run Creek; he is buried in the park at the site of his former homestead. Between 1871 and 1966, the land was used for farming and livestock production, until the Lexington Fayette Urban County Government purchased the property from John Denton for use as a dry landfill. The site was used for this purpose until 1977, when local government officials dedicated the property as a nature sanctuary and had it registered as a state natural area. In 1984, the property came under the auspices of Lexington Parks and Recreation, where it remains today. In 1999, one hundred acres were purchased to add to the sanctuary, and another 257 acres were added in 2006. The current nature Center was built between 2008 and 2010.

Land's Current Uses: Today, Raven Run serves 65,000+ visitors annually for passive and active recreational opportunities. The park is a unique, 734-acre nature sanctuary dedicated to preserving the beauty of the Kentucky River Palisades and early Kentucky history. Features include a lime kiln, mill, stone fences, the Prather House, and family cemeteries. Over 10 miles of hiking trails provide access to streams, meadows and woodlands characteristic of the Bluegrass Region. Numerous 19th century remnants of early settlers, 600 species of plants and 200 species of birds allow visitors to become acquainted with and develop an appreciation for the natural world. The park borders the Kentucky River and offers visitors a stunning overlook that provides views of the Kentucky River Palisades. Staff provide 100+ public programs per year focusing on environmental, conservation, and historical education.

Land's Future Use: Outdoor public recreation in perpetuity.

469 Parkway Drive, Lexington, KY 40504 / 859.288.2900 Phone / 859.254.0142 Fax / lexingtonky.gov

EXHIBIT
1

Raven Run Nature Sanctuary

Lexington - Fayette Urban County Government
Division of Parks & Recreation
Lexington, Kentucky
859-272-6105



EXHIBIT

7

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0318-24

File ID:	0318-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	092-2024	**In Control:**	Urban County Council
				File Created:	03/18/2024
File Name:	Private Lands Disclaimer			**Final Action:**	04/25/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute the Acknowledgement and Acceptance of Prescribed Burning Requirements and Obligation to Notify Adjacent Landowners Disclaimer in exchange for Ky. Dept. of Fish and Wildlife on-site assistance with development of a prescribed burn plan to satisfy their U.S. Dept. of Agriculture Contractual Program Commitments and for Habitat Management at Hisle Farm Park, at no cost to the Urban County Government. [Div. of Parks and Recreation, Conrad]

Notes: In office 3/8/2024. MS

Missing vendor signatures. Emailed Roger Daman 4/26/2024. MS

Sponsors:		**Enactment Date:**	04/25/2024
Attachments:	Private Lands Disclaimer Memo Signed, RESO 0318-24 - Hisle Park Burn Legislation 4858-3640-5940 v.1.docx, R-168-2024, Contract #092-2024	**Enactment Number:**	R-168-2024
Deed #:		**Hearing Date:**	
Drafter:	Roger Daman	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/09/2024	Approved and Referred to Docket	Urban County Council	04/11/2024		Pass
1	Urban County Council	04/11/2024	Received First Reading	Urban County Council	04/25/2024		
1	Urban County Council	04/25/2024	Approved				Pass

Text of Legislative File 0318-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute the Acknowledgement and Acceptance of Prescribed Burning Requirements and Obligation

to Notify Adjacent Landowners Disclaimer in exchange for Ky. Dept. of Fish and Wildlife on-site assistance with development of a prescribed burn plan to satisfy their U.S. Dept. of Agriculture Contractual Program Commitments and for Habitat Management at Hisle Farm Park, at no cost to the Urban County Government. [Div. of Parks and Recreation, Conrad]

Summary

Authorization to execute the Acknowledgement and Acceptance of Prescribed Burning Requirements & Obligation to Notify Adjacent Landowners Disclaimer in exchange for Kentucky Department of Fish and Wildlife on-site assistance with development of a prescribed burn plan to satisfy their U.S. Department of Agriculture (USDA) Contractual Program commitments and for habitat management at Hisle Farm Park. No Budgetary impact. (L0318-24) (Conrad/Ford)

Budgetary Implications: No

Advance Document Review:

Law: Yes - Tiffany Holskey - 3/11/2024

Risk Management: No

Fully Budgeted: N/A

Account Number: N/A

This Fiscal Year Impact: N/A

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

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

FROM: **Monica Conrad, Director**
Parks and Recreation

DATE: **March 18, 2024**

SUBJECT: **Private Lands Disclaimer**

Request:

Authorization for the Mayor to sign the Acknowledgement and Acceptance of Prescribed Burning Requirements & Obligation to Notify Adjacent Landowners Disclaimer in exchange for Kentucky Department of Fish and Wildlife on-site assistance with development of a prescribed burn plan to satisfy their U.S. Department of Agriculture (USDA) contractual program commitments and for habitat management at Hisle Farm Park.

Purpose:

Parks and Recreation needs this action to call for communication with neighbors and other interested parties including Lexington Fire Department as well as a disclaimer of liability in the event that a burn is prescribed and is conducted. A potential burn would be in early spring or fall, as determined during the development of the plan in conjunction with Parks and Recreation Natural Areas staff.

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

The cost for this FY is: N/A
The cost for future FY is: N/A

Are the funds budgeted?

Account number: N/A

File Number: 0318-24

Director/Commissioner: Monica Conrad/Chris Ford

RESOLUTION NO. _____- 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE ACKNOWLEDGEMENT AND ACCEPTANCE OF PRESCRIBED BURNING REQUIREMENTS AND OBLIGATION TO NOTIFY ADJACENT LANDOWNERS DISCLAIMER IN EXCHANGE FOR KENTUCKY DEPARTMENT OF FISH AND WILDLIFE ON-SITE ASSISTANCE WITH DEVELOPMENT OF A PRESCRIBED BURN PLAN TO SATISFY THEIR U.S. DEPARTMENT OF AGRICULTURE CONTRACTUAL PROGRAM COMMITMENTS AND FOR HABITAT MANAGEMENT AT HISLE FARM PARK, 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 to execute the Acknowledgement and Acceptance of Prescribed Burning Requirements and Obligation to Notify Adjacent Landowners Disclaimer, which is attached hereto and incorporated herein by reference, in exchange for Kentucky Department of Fish and Wildlife on-site assistance with the development of a prescribed burn plan to satisfy their U.S. Department of Agriculture contractual program commitments and for habitat management at Hisle Farm Park, 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
0318-24:TAH: 4858-3640-5940, v. 1

RESOLUTION NO. 168 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE ACKNOWLEDGEMENT AND ACCEPTANCE OF PRESCRIBED BURNING REQUIREMENTS AND OBLIGATION TO NOTIFY ADJACENT LANDOWNERS DISCLAIMER IN EXCHANGE FOR KENTUCKY DEPARTMENT OF FISH AND WILDLIFE ON-SITE ASSISTANCE WITH DEVELOPMENT OF A PRESCRIBED BURN PLAN TO SATISFY THEIR U.S. DEPARTMENT OF AGRICULTURE CONTRACTUAL PROGRAM COMMITMENTS AND FOR HABITAT MANAGEMENT AT HISLE FARM PARK, 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 to execute the Acknowledgement and Acceptance of Prescribed Burning Requirements and Obligation to Notify Adjacent Landowners Disclaimer, which is attached hereto and incorporated herein by reference, in exchange for Kentucky Department of Fish and Wildlife on-site assistance with the development of a prescribed burn plan to satisfy their U.S. Department of Agriculture contractual program commitments and for habitat management at Hisle Farm Park, 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

0318-24:TAH: 4858-3640-5940, v. 1

Acknowledgement and Acceptance of Prescribed Burning Requirements & Obligation to Notify Adjacent Landowners Disclaimer:

Dear Private Landowner:

Thank you for your interest and support of habitat and wildlife management. Without the dedication and support of private landowners in Kentucky, the Department of Fish & Wildlife Resources (KDFWR) could not fulfill its mission. Prescribed burning is a valuable resource for habitat management; however, it is absolutely imperative that proper precautions are taken. Please review this document and the associated Prescribed Burn Plan to familiarize yourself with the process and the necessary precautions.

The Prescribed Burn Plan does not guarantee a successful prescribed burn. Proper precautions, safety procedures, equipment, training and planning are required to safely and successfully conduct a prescribed burn. Because of the variables in fuel, topography, and weather, it is not possible to guarantee success or safety during a prescribed burn.

Knowing the danger and necessary precautions, KDFWR expressly disclaims any responsibility or liability for damage caused during a prescribed burn. KDFWR provides the private burn plan to assist you in your preparation and precaution, but KDFWR does not guarantee success even if the private burn plan is followed.

By signature, you are acknowledging that you understand that KDFWR does not guarantee the success of your prescribed burn and expressly disclaims any responsibility or liability for your prescribed burn. You are further acknowledging that it is your responsibility to contact your adjacent neighbors and notify them of the planned prescribed burn.

Therefore,

In exchange for Department on-site assistance with prescribed burning on my property at no charge to myself and/or for the development of an Rx Burn Plan to satisfy U.S. Department of Agriculture (USDA) contractual program commitments, I agree to indemnify, save and hold harmless the Department and any employee and Department volunteer from any loss, liability, damage or cost that may occur.

I further expressly agree that this Agreement is intended to be as broad and as inclusive as is permitted by the law of the Commonwealth of Kentucky, and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect;

This Agreement constitutes the entire understanding between the parties hereto, superseding all prior written or oral understandings, and may not be modified, amended or terminated except by a written agreement signed by each of the parties hereto.

All questions as to the execution, validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal

action which is brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky or as prescribed in KRS Chapter 44 if appropriate.

No part of this agreement shall constitute, either directly or indirectly, a waiver of sovereign immunity granted under the Kentucky Constitution, Section 231, and the United States Constitution, Eleventh Amendment.

I have carefully read this Agreement and fully understand its contents. I am aware that this is a release of liability and a contract between me and the Department, and I have signed it of my own free will.

By: Linda Gorton, Mayor	By: James Woods
(Landowner Name (print)	(KDFWR Employee Name (print)
Linda Gorton	James Woods
Signature*	KDFWR Signature
5/9/2024	5/6/24
Date	Date

*For prescribed burning, the landowner must sign.

Original to Biologist Copy to Landowner Copy to Regional Coordinator

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0319-24

File ID:	0319-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	091-2024	**In Control:**	Urban County Council
				File Created:	03/18/2024
File Name:	Pickleball MOU			**Final Action:**	04/25/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Agreement with the Ky. Pickleball Association (KPA), for the performance of an on-site recycling Program at Kirklevington and Shillito Parks, at an estimated cost of $100 per shipment of recycled pickleballs. [Div. of Parks and Recreation, Conrad]

Notes: In office 3/20/2024. MS

Stamped and filed in CCO. Returned to Roger Daman 4/26/2024. MS

Sponsors:		**Enactment Date:**	04/25/2024
Attachments:	Pickleball Recycling Memo Signed, Resolution 0319-24 4887-6676-9077 v.1.docx, R-169-2024, Contract #091-2024	**Enactment Number:**	R-169-2024
Deed #:		**Hearing Date:**	
Drafter:	Roger Daman	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/09/2024	Approved and Referred to Docket	Urban County Council			Pass
1	Urban County Council	04/11/2024	Received First Reading	Urban County Council	04/25/2024		
1	Urban County Council	04/25/2024	Approved				Pass

Text of Legislative File 0319-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Agreement with the Ky. Pickleball Association (KPA), for the performance of an on-site recycling Program at Kirklevington and Shillito Parks, at an estimated cost of $100 per shipment of recycled pickleballs. [Div. of Parks and Recreation, Conrad]

Summary

Authorization to execute a Memorandum of Agreement with the Kentucky Pickleball Association (KPA) to perform an on-site recycling Program at Kirklevington and Shillito parks. Funds in the amount of $100 are Budgeted for the shipping costs of the recycling bins. (L0319-24) (Conrad/Ford)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes - Emilee Buttrum - 9/20/2023

Risk Management: No

Fully Budgeted: Yes

Account Number: 1101-313201-3094-75101

This Fiscal Year Impact: not to exceed $100 per shipment.

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance: $72,625.98

MAYOR LINDA GORTON

LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Monica Conrad, Director of Parks & Recreation

DATE: March 18, 2024

SUBJECT: Pickleball Recycling Memorandum of Agreement

Request:

Request Council authorization to execute a Memorandum of Agreement with the Kentucky Pickleball Association (KPA) to perform an on-site recycling program at Kirklevington and Shillito parks.

Purpose:

Parks & Recreation is committed to being environmental stewards of our parks system. This Pickleball recycling program will further that goal in cooperation with KPA, Division of Environmental Services and P3 Cares, a non-profit organization dedicated to the advancement, accessibility and sustainability of Pickleball.

Budgetary Implication:

Division of Environmental Services has budgeted for the shipping costs of recycling bins, not to exceed $100 per shipment.

File Number: 0319-24

Director / Commissioner: Monica Conrad / Chris Ford

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE KENTUCKY PICKLEBALL ASSOCIATION (KPA), FOR THE PERFORMANCE OF AN ON-SITE RECYCLING PROGRAM AT KIRKLEVINGTON AND SHILLITO PARKS, AT AN ESTIMATED COST OF $100.00 PER SHIPMENT OF RECYCLED PICKLEBALLS.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Memorandum of Agreement, which is attached hereto and incorporated herein by reference, with the Kentucky Pickleball Association, for the performance of an on-site recycling program at Kirklevington and Shillito Parks.

Section 2 – That an amount, estimated not to exceed $100.00 per shipment of recycled pickleballs, be and hereby is approved for payment to the Kentucky Pickleball Association, from account # 1101–313201–75101, pursuant to the terms of the Memorandum of 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
0319-24:CWE:4887-6676-9077, v. 1

RESOLUTION NO. 169 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE KENTUCKY PICKLEBALL ASSOCIATION (KPA), FOR THE PERFORMANCE OF AN ON-SITE RECYCLING PROGRAM AT KIRKLEVINGTON AND SHILLITO PARKS, AT AN ESTIMATED COST OF $100.00 PER SHIPMENT OF RECYCLED PICKLEBALLS.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Memorandum of Agreement, which is attached hereto and incorporated herein by reference, with the Kentucky Pickleball Association, for the performance of an on-site recycling program at Kirklevington and Shillito Parks.

Section 2 – That an amount, estimated not to exceed $100.00 per shipment of recycled pickleballs, be and hereby is approved for payment to the Kentucky Pickleball Association, from account # 1101–313201–75101, pursuant to the terms of the Memorandum of 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

0319-24:CWE:4887-6676-9077, v. 1

MEMORANDUM OF UNDERSTANDING

Kentucky Pickleball Association (KPA) commits to performing the following on-site, recycling program on Kirklevington Park Pickleball Courts and Shillito Park Pickleball Courts owned by the Lexington-Fayette Urban County Government (LFUCG).

1. Manage and operate pickleball recycling program by P3 Cares. P3 Cares is a non-profit organization dedicated to the advancement, accessibility and sustainability of Pickleball.

2. Manage up to six (6) pickleball recycling bins, located on or near Kirklevington Pickleball Courts and/or Shillito Park Pickleball Courts. This includes collecting discarded pickleballs prior to bin being overfilled, packaging discarded pickleballs, and shipping packaged pickleballs to P3 Cares designated recycling locations.

3. Monitor pickleball recycling bins on regular basis to prevent overfilling and report on damage/vandalism. Any reports on damaged bins will be sent to the Division of Environmental Services' Sustainability Section.

4. All receipts for shipping costs will be sent to the Division of Environmental Services' Sustainability Section for reimbursement, not to exceed $100 per shipment.

5. Report on weight and quantity of pickleballs recycled to the Division of Environmental Services' Sustainability Section on a monthly basis.

6. LFUCG Parks and Recreation reserves the right to remove recycling bins for any reason.

7. LFUCG shall not be held liable for any injuries, damages, or losses incurred as a result of participation in or operation of the pickleball program.

8. KPA shall comply with all applicable local, state, and federal regulations and guidelines pertaining to waste management, recycling, and environmental protection in the operation of the pickleball recycling program.

9. LFUCG reserves the right to terminate this agreement at any time with or without cause by providing written notice to KPA. In the event of termination, KPA shall cease all operations related to the pickleball recycling program and return any LFUCG property in its possession.

10. This agreement may be amended or modified only by written agreement signed by both parties.

HAVE SEEN AND AGREED:

Linda Gorton

Linda Gorton, Mayor

Date 4/26/2024

Kentucky Pickleball Association

By: _____
Authorized Representative

Date 3/13/24

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0324-24

File ID:	0324-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	03/20/2024
File Name:	Easement Acquisition Cooper Drive			**Final Action:**	04/25/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute certificates of consideration and other necessary documents, and to accept deeds from owners of record, for property interests needed for the Cooper Dr. Stormwater Improvement Project, at a cost not to exceed $7,500. [Div. of Water Quality, Martin]

Notes: 311 Duke Road, 330R Romany Road filed in the CCO.

319 Duke Road RAF in the CCO. 4/9/2025. ms

Sponsors:		**Enactment Date:**	04/25/2024
Attachments:	Blue Sheet, Project Area Map - Cooper Drive SWI, Project Easement Locations Map - Cooper Drive SWI, 0324-24- Cooper Drive Stormwater Improvement property interests reso 4860-0602-8725 v.1.docx, R-170-2024, Deed #8612	**Enactment Number:**	R-170-2024
Deed #:	5609, 5613, 8612	**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	04/09/2024	Approved and Referred to Docket	Urban County Council	04/11/2024		Pass
1	Urban County Council	04/11/2024	Received First Reading	Urban County Council	04/25/2024		
1	Urban County Council	04/25/2024	Approved				Pass

Text of Legislative File 0324-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute certificates of consideration and other necessary documents, and to accept deeds from owners of record, for property interests needed for the Cooper Dr. Stormwater Improvement Project, at a cost not to exceed $7,500. [Div. of Water Quality, Martin]

Summary

Authorization to accept the Deeds of Easement from the owners of record on properties needed for the construction of the Cooper Drive Stormwater Improvements Project, at a cost not to exceed $7,500. Funds are Budgeted. (L0324-24) (Martin/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Evan Thompson 3/19/24

Risk Management: No

Fully Budgeted: Yes

Account Number: 4052-303204-3334-92211

This Fiscal Year Impact: $7,500.00

Annual Impact: $

Project: COOPER_2023

Activity: CONSTRUCT_CAP

Budget Reference: 2023

Current Balance: $2,953,467.20

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

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

DATE: March 18, 2024

SUBJECT: Easement Acquisitions for the Cooper Drive Stormwater Improvements Project

---

Request

The purpose of this memorandum is to request a resolution authorizing the acceptance of Deeds of Easement from the owners of record on properties needed for the construction of the Cooper Drive Stormwater Improvements Project, at a cost not to exceed $7,500.00.

Purpose of Request

The requested resolution will provide funds for the purchase of temporary and permanent easements on three (3) affected parcels.

Project Cost in FY24 and Future Budget Years

The cost to acquire the necessary easements will not exceed $7,500.00.

Are Funds Budgeted

The funds are budgeted in the following account:

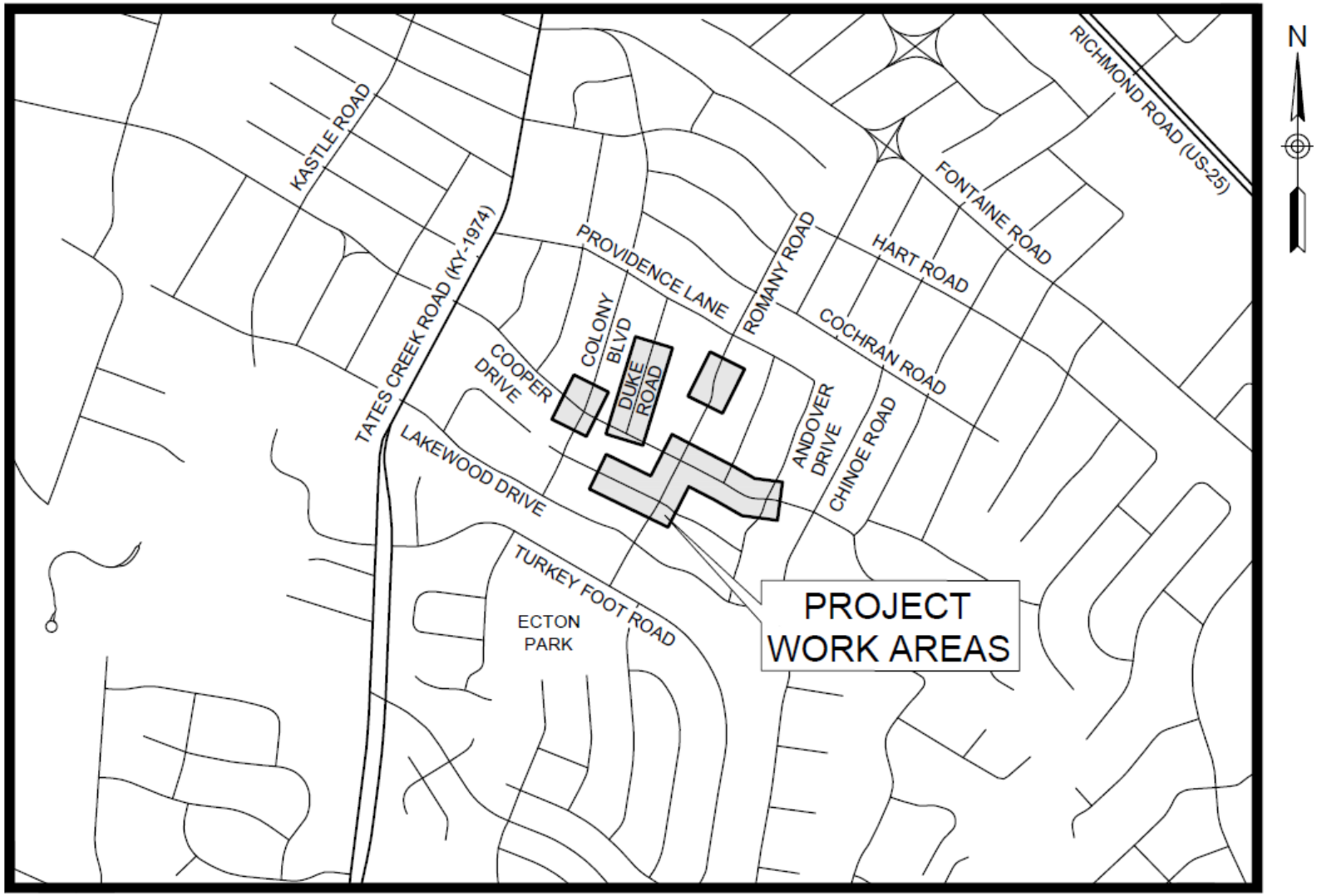
FUND	DEPT ID	SECT	ACCT	PROJECT	ACTIVITY	BUD REF
4052	303204	3334	92211	COOPER_2023	CONSTRUCT_CAP	2023

Director / Commissioner

Martin / Albright

Cooper Drive Stormwater Improvements

Project Location Map



VICINITY MAP
(N.T.S.)

Cooper Drive Stormwater Improvements Project

Easement Locations Map



RESOLUTION NO. _____ – 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CERTIFICATES OF CONSIDERATION AND OTHER NECESSARY DOCUMENTS, AND TO ACCEPT DEEDS FROM OWNERS OF RECORD, FOR PROPERTY INTERESTS NEEDED FOR THE COOPER DRIVE STORMWATER IMPROVEMENT PROJECT, AT A COST NOT TO EXCEED $7,500.00.

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 certificates of consideration and other necessary documents, and to accept deeds from owners of record, for property interests needed for the Cooper Drive Stormwater Improvement Project, at a cost not to exceed $7,500.00.

Section 2 – That an amount, not to exceed the sum of $7,500.00, be and hereby is approved for payment to property owners, plus usual and appropriate closing costs, all from account # 4052-303204-3334-92211, at the time of closing.

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
0324-24:EPT_4860-0602-8725, v. 1

RESOLUTION NO. 170 – 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CERTIFICATES OF CONSIDERATION AND OTHER NECESSARY DOCUMENTS, AND TO ACCEPT DEEDS FROM OWNERS OF RECORD, FOR PROPERTY INTERESTS NEEDED FOR THE COOPER DRIVE STORMWATER IMPROVEMENT PROJECT, AT A COST NOT TO EXCEED $7,500.00.

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 certificates of consideration and other necessary documents, and to accept deeds from owners of record, for property interests needed for the Cooper Drive Stormwater Improvement Project, at a cost not to exceed $7,500.00.

Section 2 – That an amount, not to exceed the sum of $7,500.00, be and hereby is approved for payment to property owners, plus usual and appropriate closing costs, all from account # 4052-303204-3334-92211, at the time of closing.

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

0324-24:EPT_4860-0602-8725, v. 1

FAYETTE CO, KY FEE $50.00
PRESENTED/LODGED: 12/23/2024 11:33:40 AM
BOBBIE MARSTELLA, DEPUTY CLERK
SUSAN LAMB
COUNTY CLERK
BK: DB 4109
PG: 354-358
202412230163

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 20TH day of DECEMBER, 2024, by and between **CCG VENTURES, LLC, a Kentucky limited liability company**, 125 Gadwall Drive, Richmond, Kentucky 40475, 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:

That for and in consideration of the sum of **ONE THOUSAND FIVE HUNDRED DOLLARS AND 00/100 ($1,500.00)**, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantor has **BARGAINED** and **SOLD** and does hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors and assigns, temporary right to excavate, grade, construct, alter, re-grade and perform related work for the purpose of stormwater improvements

Return to:
Cynthia Cannon-Ferguson
LFUCG, Dept. of Law, 11th Floor
200 East Main Street
Lexington, KY 40507

and construction, maintenance and relocation through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, depicted on the attached Exhibit "A", and more particularly described as follows, to wit:

Temporary Construction Easement
Cooper Drive Stormwater
Improvement Project
(a portion of 319 Duke Road)

All of that tract or parcel of land situated on the easterly side of Duke Road, approximately 300-feet southwesterly of the intersection of Duke Road and Providence Lane in Lexington, Fayette County, Kentucky, being more fully described and bounded as follows, to-wit:

BEGINNING, at a point with coordinate (N 189757.38, E 1572051.31), KY State Plane North Zone, thence N 17°11'02" E – 5.12 feet, to a point on the line of the existing 10-foot storm and utility easement, thence along the existing easement S 60°11'29" E – 56.67 feet to a point; thence leaving the existing easement and continuing through the lands of 319 Duke Road, S 29°48'31" W – 5.00 feet to a point; thence N 60°11'29" W – 55.55 feet to the **TRUE POINT OF BEGINNING**; and,

The above-described parcel contains 280.55 square feet more or less, of temporary construction easement; and

Being a portion of the property conveyed to CCG Ventures, LLC, a Kentucky limited liability company, by Deed dated August 15, 2022, of record in Deed Book 3965, Page 524, in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD the above-described easement together with all rights, appurtenances, and improvements thereunto belonging unto said Grantee, its successors and assigns, for the purposes and uses herein designated, and maintenance thereof.

TOGETHER with the right to use the above-described easement during the time the storm sewer is being constructed, repaired or reconstructed, with the right of ingress

and egress upon said easement as may be reasonably necessary for the construction and maintenance of said project.

The above-described temporary construction easement runs with the land for the duration of the improvement project and is binding upon the successors and assigns of the Grantor. The temporary construction easement shall take effect upon the commencement of construction of the project and will expire upon the completion of the project, or maintenance thereof.

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 170-2024, passed by the Lexington-Fayette Urban County Council on April 25, 2024. Pursuant to KRS 382.135(2)(a), this temporary construction easement, which pertains to a public utility, need not contain a statement of consideration.

IN TESTIMONY WHEREOF, the Grantor has signed this Temporary Construction Easement, this the day and year first above written.

[Intentionally Left Blank]

GRANTOR:

CCG VENTURES, LLC, a
Kentucky limited liability company

BY: _____
NATHANIEL R. MURRAY,
MANAGER

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF ~~MADISON~~ Fayette)

This instrument was acknowledged, subscribed and sworn to before me by Nathaniel R. Murray, as its Manager, for and on behalf of CCG Ventures, LLC, a Kentucky limited liability company, on this the 20th day of December, 2024.

MICHAEL LOUIS CLAYBORNE
NOTARY PUBLIC
COMM.# KYNP27704
MY COMMISSION EXPIRES MAY 10, 2025
COMMONWEALTH OF KENTUCKY

_____
Notary Public, Kentucky, State-at-Large

My Commission Expires: 05 / 10 / 2025

Notary ID# KYNP27704

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

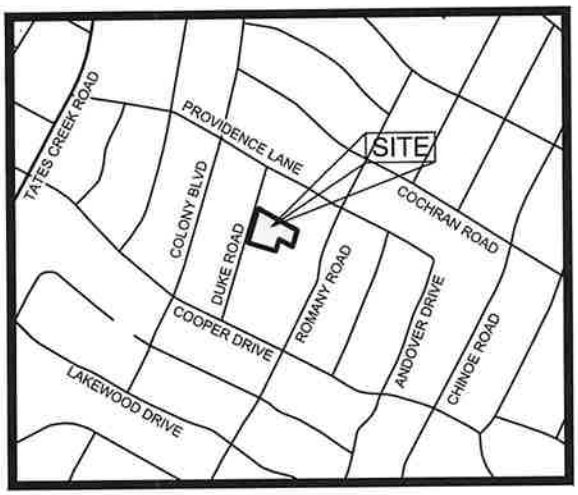
4889-1614-5142, v. 1

BANKS
JASON D. BANKS, PLS
1211 JESSAMINE STATION | NICHOLASVILLE, KY
859.881.0020 | BANKSENGINEERING.NET

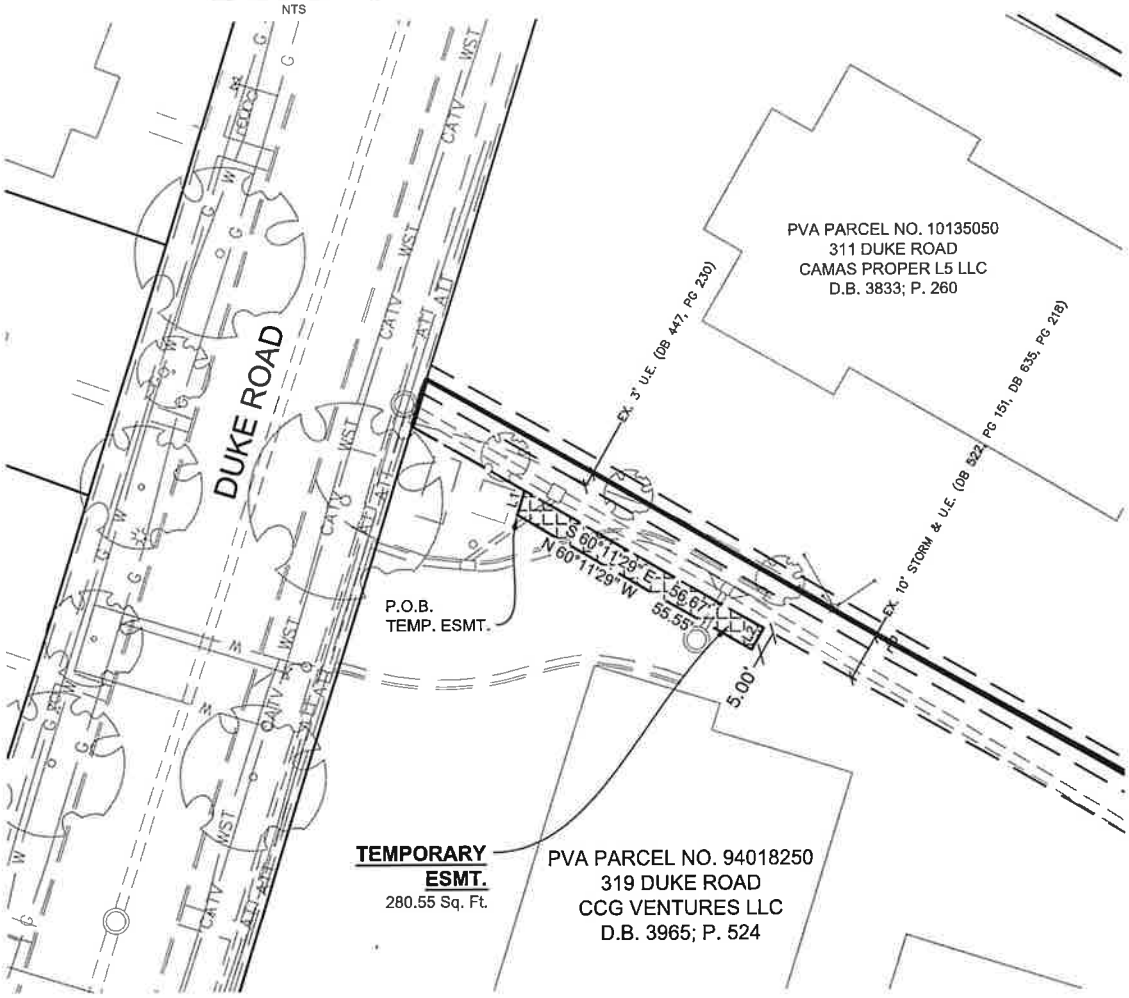
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NOTES

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE KENTUCKY NORTH STATE PLANE COORDINATE SYSTEM DERIVED FROM A GPS SURVEY.
2. SELECT FIELD MEASUREMENTS WERE MADE, HOWEVER, NO BOUNDARY SURVEY WAS PERFORMED.
3. THIS SURVEY DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE FULL EXTERIOR BOUNDARIES OF THE PROPERTIES SHOWN AND DEPICTED HEREON.



VICINITY MAP
NTS



TEMP. CONST. ESMT.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 17°11'02" E	5.12'
L2	S 29°48'31" W	5.00'

GRAPHIC SCALE

0 15 30 60

1 inch = 30 feet

PROJECT: 23000
DRAWN BY: KJH
DATE: JUNE 2024
DRAWING: 23000_Easements.dwg

EXHIBIT "A"

STORM SEWER EASEMENT
Lexington-Fayette Urban County Government
THROUGH THE PROPERTY OF
CCG VENTURES LLC
PARCEL 94018250
D.B. 3965; P. 524
319 Duke Road
Lexington, Kentucky

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0325-24

File ID:	0325-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	088-2024	**In Control:**	Urban County Council
				File Created:	03/20/2024
File Name:	OP Innovates LLC Incentive Grant			**Final Action:**	04/25/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Infrastructure) Incentive Grant to OP Innovates LLC, for a Stormwater Quality Project, at a cost not to exceed $29,890. [Div. of Water Quality, Martin]

Notes: In office 3/21/2024. MS

Stamped and filed in the CCO. Returned to Denice Bullock via IOM 4/26/2024. MS

Sponsors:		**Enactment Date:**	04/25/2024
Attachments:	Blue Sheet, FY 2024 OP Innovates LLC_Class B Infra - Council map, 0325-24- OP Innovates WQ Incentive Grant 4876-8663-3909 v.1.docx, R-171-2024, Contract #088-2024	**Enactment Number:**	R-171-2024
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	04/09/2024	Approved and Referred to Docket	Urban County Council	04/11/2024		Pass
1	Urban County Council	04/11/2024	Received First Reading	Urban County Council	04/25/2024		
1	Urban County Council	04/25/2024	Approved				Pass

Text of Legislative File 0325-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Infrastructure) Incentive Grant to OP Innovates LLC, for a Stormwater Quality Project, at a cost not to exceed $29,890. [Div. of Water Quality, Martin]

Summary

Authorization to approve an FY 2024 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for OP Innovates LLC to conduct a feasibility study to identify green infrastructure Best Management Practices, in the amount of $29,890. The Grantee is providing a cost share of $7,490. Funds are Budgeted. (L0325-24) (Martin/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Evan Thompson 3/20/24

Risk Management: No

Fully Budgeted: Yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: $29,890.00

Annual Impact: $

Project: WQINCENTIVE_24

Activity: WQ_GRANT

Budget Reference:

Current Balance: $1,240,853.97

MAYOR LINDA GORTON

LEXINGTON

CHARLES MARTIN
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

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

DATE: March 18, 2024

SUBJECT: Recommendation for an FY24 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for OP Innovates LLC.

Request

The purpose of this memorandum is to request approval of an FY24 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for OP Innovates LLC in the amount of $29,890.00.

Purpose of Request

Grant funds will be used to conduct a Feasibility Study to identify green infrastructure BMPs that may be utilized to reduce flooding hazards along Town Branch as well as provide options to improve water quality and reduce stormwater runoff. It will also determine the location of an educational sign along the Town Branch Trail, and the possibility of a public space to demonstrate the concepts of green infrastructure practices and provide resources for visitors using the Town Branch Trail.

Project Cost in FY24 and in Future Budget Years

The grant has been approved for FY 2024 funding by the Water Quality Fees Board in the amount of $29,890.00 with a cost share of $7,490.00.

Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE_24 – WQ_GRANT

Martin/Albright

Stormwater Quality Projects Incentive Grant Program



OP Innovates, LLC

RESOLUTION NO. _____ – 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDING A CLASS B (INFRASTRUCTURE) INCENTIVE GRANT TO OP INNOVATES LLC, FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED $29,890.00.

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 an Agreement, which is attached hereto and incorporated herein by reference, awarding a Class B (Infrastructure) Incentive Grant to OP Innovates LLC, for a stormwater quality project.

Section 2 – That an amount, not to exceed $29,890.00, be and hereby is approved for payment to OP Innovates LLC, from account # 4052-303204-3373-78112, 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
0325-24:EPT_4876-8663-3909, v. 1

RESOLUTION NO. 171 – 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDING A CLASS B (INFRASTRUCTURE) INCENTIVE GRANT TO OP INNOVATES LLC, FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED $29,890.00.

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 an Agreement, which is attached hereto and incorporated herein by reference, awarding a Class B (Infrastructure) Incentive Grant to OP Innovates LLC, for a stormwater quality project.

Section 2 – That an amount, not to exceed $29,890.00, be and hereby is approved for payment to OP Innovates LLC, from account # 4052-303204-3373-78112, 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

0325-24:EPT_4876-8663-3909, v. 1

GRANT AWARD AGREEMENT

Fiscal Year 2024 Class B Infrastructure Incentive Grant Program

THIS AGREEMENT, made and entered into on the 26th day of April, 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **OP INNOVATES LLC, 938 MANCHESTER STREET, LEXINGTON, KENTUCKY 40508** (hereinafter "Grantee"), and **MANCHESTER PROJECT, LLC, 203 BIG RUN ROAD, LEXINGTON, KENTUCKY 40503** (hereinafter "Property Owner").

W I T N E S S E T H:

WHEREAS, the Grantee is a documented fee-payer of the Government's Water Quality Management Fee; and

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

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

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

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

WHEREAS, any such improvements funded by the Government shall benefit the public through installed improvements and/or educational programming;

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

(1) The Government hereby grants the Grantee the sum of **$29,890.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein. The Grantee agrees to cost share the Grant with contributions, labor, and/or other services equal to or greater than 20% of the total project cost.

(2) The Grantee agrees to use the Grant only for the activities set forth in Attachment A which includes installation of stormwater control infrastructure at the following site location(s): **938 MANCHESTER STREET, LEXINGTON, KENTUCKY 40508** currently owned by the Property Owner.

(3) The Grantee agrees to meet all design standards specified in the Government's Engineering Manuals or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and

sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by LFUCG.

(4) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.

(5) ~~The Grantee agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.~~
(N/A to Feasibility Only Grants)

(6) The Grantee agrees to perform periodic reporting as detailed in Paragraph (7) herein below, and produce a Project Final Report within thirty (30) calendar days of the completion of the project elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures. Other deliverables include the following:

(a) At the end of the Feasibility Phase (if applicable), the following five deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
- Feasibility report evaluating the use of the potential BMP(s) on the proposed site;
- Conceptual design concept;
- Detailed cost estimate for design;
- Conceptual cost estimate for construction;
- Letter certifying all BMPs proposed for design as viable and feasible for the specific site and application.

(b) ~~At the end of the Design Phase or prior to the start of the Construction Phase, the following six deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:~~
- ~~Set of all final design calculations;~~
- ~~Set of final construction plans, including traffic control, erosion and sediment control, grading plans, etc.;~~
- ~~Set of final specifications and bidding documents (if applicable);~~
- ~~Final detailed engineer's construction cost estimate including quantities;~~
- ~~All required permit submittals and approvals;~~
- ~~Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual.~~

(N/A to Feasibility Only Grants)

(c) ~~At the end of the Construction Phase, the following five deliverables shall be provided:~~
- ~~Summary of final construction costs and quantities;~~
- ~~Copies of all federal, state, and local permits obtained for the project;~~
- ~~Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;~~
- ~~Photo documentation of site conditions and improvements before, during, and after construction;~~
- ~~Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant.*~~

(N/A to Feasibility Only Grants)

(7) The Grant to the Grantee shall be disbursed in the following manner:

(a) The Grantee shall submit at least once every three (3) months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the re-

quested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed. Each Request for Funds shall include a minimum of 10% cost share.

(b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials (*e.g.*, calculations, preliminary plans, etc.) completed to date. For educational events (if applicable), copies of the class rosters or sign-in sheets documenting the number of attendees shall be provided.

(c) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds within 15 calendar days of receipt and then forward it to the Division of Accounting for payment.

(d) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee or, if acceptable, forward approval within 15 calendar days of receipt to the Division of Accounting for payment.

(e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Grantee, the Mayor's Office, and the appropriate district Council person, and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(8) The Grantee agrees to obtain written approval from the Government's Grant Manager and Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(9) The Grantee agrees to complete the project phase(s) (*i.e.*, Feasibility) outlined herein within **15** months from the date of this Agreement. The Grantee shall obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the schedule. Failure to obtain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(10) This Agreement may not be modified except by written agreement of the Government and the Grantee.

(11) The Grantee understands that the Grant amount shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately

notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

(12) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will notify the Government's Grant Manager and Program Administrator immediately. Failure to notify the Government and resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(13) ~~The Grantee agrees to allow the Government access to its property to perform monitoring of the project elements for compliance with this Agreement, as provided in the *"Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant"* (Attachment B).~~
(N/A to Feasibility Only Grants)

(14) In any advertisement of the project funded by the Grant, whether written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.

(15) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.

(16) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.

(17) ~~The Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of any permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.~~
(N/A to Feasibility Only Grants)

(18) ~~The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by a Construction Grant through the Stormwater Quality Projects Incentive Grant Program shall remain in service and maintained by the Grantee or its representatives following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in (6b) above. The Property Owner further accepts and agrees to enter into the "*Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.~~
(N/A to Feasibility Only Grants)

(19) ~~The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by this Grant shall remain the property of the current Property Owner, or his successors and assigns, unless otherwise specified in Attachments A and B~~.
(N/A to Feasibility Only Grants)

(20) The Grantee and Property Owner understand that if any of the Grant-funded facilities not owned by the Government are removed from service, the property owner of record at the time of removal shall be liable to reimburse the Government for 100% of the Remaining Value of the facility or portion removed, based upon the depreciation schedule provided in Attachment B.
(N/A to Feasibility Only Grants)

(21) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee or Property Owner thirty (30) calendar days to address the deficiency or violation. If the Grantee or Property Owner does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.

(22) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.

(23) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.

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

(25) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner shall, to the extent allowed by law, defend, indemnify, and hold harmless Government 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 Grantee's or Property Owner's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST:

Mackenzie Stock
Deputy CLERK, URBAN COUNTY COUNCIL

GRANTEE ORGANIZATION: **OP INNOVATES LLC**
938 MANCHESTER STREET
LEXINGTON, KENTUCKY 40508

BY: Anne E Rouse
NAME: Anne E Rouse
TITLE: COO

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Anne Rouse, as the duly authorized representative for and on behalf of OP Innovates LLC, on this the 14th day of March, 2024.
My commission expires: 09-22-2025.

NICOLE DANETTE TRAUGOTT
Notary Public-State at Large
KENTUCKY - Notary ID # KYNP37273
My Commission Expires 09-22-2025

Nicole Traugott
NOTARY PUBLIC

PROPERTY OWNER: **MANCHESTER PROJECT, LLC**
203 BIG RUN ROAD
LEXINGTON, KENTUCKY 40503

BY: Raleigh Bruner
NAME: Raleigh Bruner
TITLE: Owner

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Raleigh Bruner, as the duly authorized representative for and on behalf of Manchester Project, LLC, on this the 14th day of March, 2024.
My commission expires: 09-22-2025.

NICOLE DANETTE TRAUGOTT
Notary Public-State at Large
KENTUCKY - Notary ID # KYNP37273
My Commission Expires 09-22-2025

Nicole Traugott
NOTARY PUBLIC

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
OP Innovates LLC

GRANT PROGRAM

2024 Stormwater Quality Projects Incentive Grant Program
Class B Infrastructure Projects

- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality & Public Works
- Feasibility Only Grant

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization:
OP Innovates LLC
938 Manchester Street
Lexington, KY 40508
KY Organization #1075977

Primary Project Contact:
Annie Rouse
859-229-6427 (phone)
annie@opinnovates.com (email)

Primary Project Contact:
Jill Bakehorn
859-489-7676 (phone)
jill@bluegrasscatering.com (email)

Project Site Location & Property Owner:
Manchester Project, LLC
938 Manchester Street
Lexington, KY 40508
PVA #16677800

Design Engineering Firm:
Earthcycle Design, LLC
3168 Arrowhead Drive
Lexington, KY 40503
859-229-9067 (phone)
Scott Southall, ASLA (Landscape Architect of Record)
bsouthall@ecdsite.com (email)
Denise Y. O'Meara, PLA, LEED AP
domeara@ecdsite.com (email)

PROJECT PLAN ELEMENTS

The overall purpose of the OP Innovates Stormwater Best Management Practices (BMPs) Feasibility Study is to identify green infrastructure BMPs that may be utilized to reduce flooding hazards along Town Branch as well as provide options to improve water quality and reduce stormwater runoff. It will also determine the location of an educational sign along the Town Branch Trail, and the possibility of a public space to demonstrate the concepts of green infrastructure practices and provide resources for visitors using the Town Branch Trail.

1) EVALUATE THE APPLICABILITY OF GENERAL STORMWATER BMPS AT SITE LOCATION INCLUDING:

A. Preliminary Design: Feasibility study to identify green infrastructure BMPs that may be utilized to reduce flooding hazards along Town Branch as well as provide options to improve water quality and reduce stormwater runoff.

B. Educational Outreach – The project will also determine the location of an educational sign along the Town Branch Trail, and the possibility of a public space to demonstrate the concepts of green infrastructure practices and provide resources for visitors using the Town Branch Trail.

2) ***FINAL FEASIBILITY REPORT***

The results of the Feasibility Study will be presented in a final report that will include:

a) A list of BMPs that are determined to be effective and suitable for installation at the property listed on Page 1 under "Project Site Location(s) & Property Owner(s)." They will be prioritized for implementation according to input from project collaborators, at a minimum.

b) A Stormwater BMP Master Plan of the Feasibility Study will show proposed BMP locations, the area draining to all proposed BMPs that will be treated, and the discharge locations.

c) The estimated pollutant removal effectiveness of all BMPs.

d) Letter certifying all BMPs proposed for design are viable and feasible for the specific site and application.

e) Design and construction cost estimates.

f) Special design and construction conditions such as necessary permits, etc.; and land acquisition costs.

g) A summary of the educational outreach programs that were evaluated.

REPORTING REQUIREMENTS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following special items are noted for this project:

1) Grantor shall be provided a minimum of three (3) hard copies of the Final Feasibility Report along with one (1) digital copy.

2) LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.

3) All attachments to Request for Funds & Project Status Reports shall reference the associated line Table 2 - Eligible Expenses.

PERMANENT FACILITIES / INFRASTRUCTURE

Does not apply to this grant. Attachment B is not required for this Agreement.

EQUIPMENT

Any equipment purchased with the Grant shall remain the property of the Organization.

ADDITIONAL GRANT STIPULATIONS

Note the following additional stipulations related to this project:

1. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.

2. Applicant to avoid permeable concrete/asphalt as BMP alternatives.

3. Both electronic and hard copies of all materials are to be provided to LFUCG, for its use, as part of the grant deliverables.

4. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 20.04% cost share offered in the application (approximately $7,490.00).

GRANT PERIOD & PROJECT SCHEDULE

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

project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Anticipated Date(s)
Approval Grant Award Agreement and Notice to Proceed (NTP)	NTP (anticipated February 2024)
Design Process	March - April 2024
Prepare Final BMP Feasibility Study	May 2024
Provide Final Report to LFUCG	June 2024

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

The project budget is broken into the following components:

Feasibility Study	Total Grant Share	$ 29,890.00 (not-to-exceed)
	Proposed Cost Share to be provided	$ 7,490.00
	Est. Total Project Cost	**$ 37,380.00**

Table 2 lists the eligible expenses for this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization's cost share.

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

The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee. Note that the Grant shall not be used to fund any project element that is required by local, state, or federal regulation in relation to any new development or redevelopment associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

TABLE 2 – ELIGIBLE EXPENSES

	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
1	**Project Element: Grant Management**								
2	Professional Service Hours	ECD	Grant Management	$ 162.50	per hour	40	$ 6,500.00	$ -	$ 6,500.00
3	**Project Element: Design**								
4	Professional Service Hours	ECD/CDP	Base Map / Boundary Site Survey (survey	$ 175.00	per hour	52	$ -	$ 9,100.00	$ 9,100.00
5	Professional Service Hours	ECD	Site Visit and Inventory	$ 165.00	per hour	10	$ -	$ 1,650.00	$ 1,650.00
6	Professional Service Hours	ECD	Site Analysis w/ Owner	$ 165.00	per hour	16	$ -	$ 2,640.00	$ 2,640.00
7	Professional Service Hours	ECD	Sustainable Site Design Criteria	$ 165.00	per hour	10	$ -	$ 1,650.00	$ 1,650.00
8	Professional Service Hours	ECD	Preliminary Feasibility BMP's selection	$ 165.00	per hour	32	$ -	$ 5,280.00	$ 5,280.00
9	Professional Service Hours	ECD	Review preliminary feasibility selection w/	$ 165.00	per hour	10	$ -	$ 1,650.00	$ 1,650.00
10	Professional Service Hours	ECD	Prepare Feasibility Plan and Study	$ 165.00	per hour	32	$ -	$ 5,280.00	$ 5,280.00
11	Professional Service Hours	ECD	Review feasibility plan and study w/ Owner	$ 165.00	per hour	6	$ 990.00		$ 990.00
12	Professional Service Hours	ECD	Final revisions and submit plan/study to	$ 165.00	per hour	16	$ -	$ 2,640.00	$ 2,640.00
13					*TOTAL PROJECT BUDGET:*		$ 7,490.00	$ 29,890.00	$ 37,380.00
14							ORGANIZATION SHARE 20.0%	GRANT SHARE 80.0%	
15			COST SHARE % = 20.04%						
16			MUST BE > 20%						

FIGURE 1 – MAP OF PROJECT AREA (FROM PVA)



Stormwater Quality Projects Incentive Grant Program



OP Innovates, LLC

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0331-24

File ID:	0331-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	03/22/2024
File Name:	Coldstream Easement			**Final Action:**	04/11/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute certificates of consideration and other necessary documents, and to accept deeds from owners of record, for property interests needed for the development of Coldstream Park, at no cost to the Urban County Government. [Div. of Parks and Recreation, Conrad]

Notes:

Sponsors:

Enactment Date: 04/11/2024

Attachments: Bluesheet Memo Coldstream Easement Signed, LFUCG Coldstream Easement Exhibit 12.5.23, 0331-24- Coldstream Park property interests reso 4880-5330-8085 v.1.docx, R-152-2024

Enactment Number: R-152-2024

Deed #:

Hearing Date:

Drafter: Roger Daman

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/09/2024	Approved and Referred to Docket	Urban County Council	04/11/2024		Pass
1	Urban County Council	04/11/2024	Received First Reading	Urban County Council	04/11/2024		
1	Urban County Council	04/11/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	04/11/2024	Approved				Pass

Text of Legislative File 0331-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute certificates of consideration and other necessary documents, and to accept deeds from owners of record, for property interests needed for the development of Coldstream Park, at no cost to the Urban County Government. [Div. of Parks and Recreation, Conrad]

Summary

Authorization to execute a Temporary Construction and Permanent Access Easement with the University of Kentucky for the development of Coldstream Park (south of Citation Boulevard). No Budgetary impact. (L0331-24) (Conrad/Ford)

Budgetary Implications [select]: No

Advance Document Review:

Law: Yes - Evan Thompson - 3/19/2024

Risk Management: No

Fully Budgeted [select]: N/A

Account Number: N/A

This Fiscal Year Impact: N/A

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS AND RECREATION

TO: Linda Gorton, Mayor
Urban County Councilmembers

FROM: Monica Conrad, Director
Division of Parks and Recreation

DATE: March 22, 2024

RE: Temporary Construction and Permanent Access Easement, University of Kentucky and LFUCG

Request:
This is to request a Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Temporary Construction and Permanent Access Easement with the University of Kentucky.

Why are you requesting?
The development of Coldstream Park south of Citation Boulevard requires public vehicular access east of Cane Run Stream. This access will allow for the opening of park amenities such as the funded Disc Golf Course. An easement is required across University of Kentucky's property to construct roadway and a new parking lot for Coldstream Park visitors. A larger temporary construction easement is required for construction; a smaller permanent easement is needed for public access.

What is the cost in this budget year and future budget years?
There is no cost to the Urban County Government

File Number: 0331-24

Director/Commissioner: Monica Conrad/Chris Ford

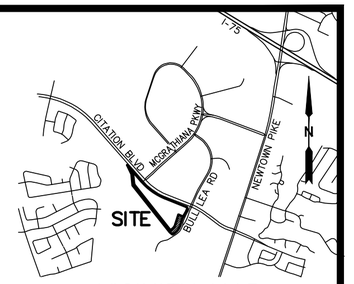
0 100 200 300

SCALE: 1" = 100'

LINE	BEARING	DISTANCE
L1	S 54°39'07" W	36.38'
L2	N 54°06'30" W	22.93'
L3	N 16°03'54" W	5.77'
L4	N 54°39'07" E	36.41'

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA
C1	350.00'	231.26'	S 35°43'24" W	227.07'	37°51'25"
C2	84.00'	52.65'	S 72°36'34" W	51.80'	35°54'54"
C3	46.50'	26.29'	S 22°12'00" E	25.94'	32°23'22"
C4	9.00'	13.66'	S 81°52'17" E	12.39'	86°57'12"
C5	275.00'	181.70'	N 35°43'24" E	178.41'	37°51'25"

GRID NORTH (NAD 83)
KY SPC, SINGLE ZONE



VICINITY MAP
1" = 3000'

LEGEND

- RBF - REBAR FOUND AS NOTED
- RBS - REBAR SET
- RECORD BOUNDARY POINT
- EASEMENT
- 100-YEAR FLOODPLAIN
- REGULATORY FLOODPLAIN

CITATION BOULEVARD
150' RIGHT-OF-WAY (PB K-199)

COMMONWEALTH OF KENTUCKY FBO
UNIVERSITY OF KENTUCKY
LOT 2
DB 2121, PG 575
PB R, PG 34

LFUCG
LOT 4
DB 1744, PG 630
PB R, PG 34

REGULATORY FLOODWAY

100-YEAR FLOODPLAIN

100-YEAR FLOODPLAIN

L3
S 40°31'30" E 234.83'
N 25°22'12" W 277.61'
40'
S 06°00'19" E 350.80'
40' EASEMENT
N 05°42'26" W 317.86'
C3
S 38°23'41" E 1,614.50'
N 38°23'41" W 1,670.22'
50'
50' EASEMENT

1/2" RBF
LS 3185
S 24°14'31" W
49.28'
L 19.27'
R 216.00'
S 26°47'52" W
LC 19.26'
150.27'
S 29°21'13" W
L 24.88'
R 284.50'
S 26°50'54" W
LC 24.87'
1/2" RBF LS 3185
N 24°20'34" E
2.58'
POB
N 213,815.77
E 1,569,844.42
S 66°12'19" E 147.62'
100'
S 24°20'34" W
82.64'
S 16°31'05" W
17.47'
N 16°47'41" E 280.04'
S 16°47'41" W 170.08'
75' EASEMENT
75'
C5
C7
C4
L4
L1
L2
C2
BULL LEA RD

NOTES

THIS PLAT COMPLIES WITH 201 KAR 18:150.

THIS IS NOT A BOUNDARY SURVEY.

NOT FOR RECORDING OR TRANSFER OF LAND.

THE PURPOSE OF THIS PLAT IS TO CREATE A NEW ACCESS AND TRAIL EASEMENT.

THE BOUNDARY SHOWN WAS PLOTTED FROM THE PLAT OF RECORD (PB R, PG 34) AND TIED TO FIELD VERIFIED MONUMENTS.

FIELD TIES WERE MADE USING DUAL FREQUENCY RTK GNSS (CARLSON BRx7).

EASEMENT PLAT

A 3.53 ACRE PORTION OF THE LANDS OF THE UNIVERSITY OF KENTUCKY AS DESCRIBED IN DB 2121, PG 575

1351 BULL LEA RD
LEXINGTON, FAYETTE COUNTY, KENTUCKY

STATE of KENTUCKY
STUART W. SPENCER
4068
LICENSED PROFESSIONAL LAND SURVEYOR

11/22/2023

SPENCERSURVEYING.COM
PLS SPENCER LAND SURVEYING

311 N 3rd Street
Richmond, KY 40475
859+623-0725
www.spencersurveying.com

JOB NO: 2961 DATE: 11/22/2023

PREPARED FOR:
LFUGC
DIVISION OF PARKS & RECREATION
200 E MAIN ST
LEXINGTON, KY 40507

RESOLUTION NO. _____ – 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CERTIFICATES OF CONSIDERATION AND OTHER NECESSARY DOCUMENTS, AND TO ACCEPT DEEDS FROM OWNERS OF RECORD, FOR PROPERTY INTERESTS NEEDED FOR THE DEVELOPMENT OF COLDSTREAM PARK, 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 to execute certificates of consideration and other necessary documents, and to accept deeds from owners of record, for property interests needed for the development of Coldstream Park, 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
0331-24:EPT_4880-5330-8085, v. 1

RESOLUTION NO. 152 – 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CERTIFICATES OF CONSIDERATION AND OTHER NECESSARY DOCUMENTS, AND TO ACCEPT DEEDS FROM OWNERS OF RECORD, FOR PROPERTY INTERESTS NEEDED FOR THE DEVELOPMENT OF COLDSTREAM PARK, 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 to execute certificates of consideration and other necessary documents, and to accept deeds from owners of record, for property interests needed for the development of Coldstream Park, 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 11, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0331-24:EPT_4880-5330-8085, v. 1

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0332-24

File ID: 0332-24 **Type:** Resolution **Status:** Approved

Version: 2 **Contract #:** 084-2024 **In Control:** Urban County Council

File Created: 03/22/2024

File Name: Request Council authorization to submit an application and accept award if offered, to the Kentucky Office of Homeland Security requesting federal funds in the amount of $130,500 for the Division of Police under the State Homeland Security FFY2024 DHS/FEM

Final Action: 04/11/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application seeking $130,500 in Federal funds to the Ky. Office of Homeland Security, under the State Homeland Security FY2024 DHS/FEMA Grant Program, for the Div. of Police, to support training courses for Bomb Technicians, authorizing the Mayor to provide any additional information requested in connection with this Grant Application, authorizing the Mayor to accept the award if awarded, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and further authorizing the Mayor to transfer unencumbered Grant funds within the Grant Budget. [Div. of Police, Weathers]

Notes: In office, waiting for passage to be taken down to mayor's office 4/11/2024. MS

Taken down to MO 4/15/2024. MS

Signed and filed in the CCO. Returned to Celia Moore 4/18/2024. MS

Sponsors:

Enactment Date: 04/11/2024

Attachments: 24-Bluesheet Memo to LPD Training, R-153-2024, Contract #084-2024

Enactment Number: R-153-2024

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	04/09/2024	Approved and Referred to Docket	Urban County Council	04/11/2024		Pass
2	Urban County Council	04/11/2024	Received First Reading	Urban County Council	04/11/2024		

2	Urban County Council	04/11/2024	Suspended Rules for Second Reading	Pass
2	Urban County Council	04/11/2024	Approved	Pass

Text of Legislative File 0332-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application seeking $130,500 in Federal funds to the Ky. Office of Homeland Security, under the State Homeland Security FY2024 DHS/FEMA Grant Program, for the Div. of Police, to support training courses for Bomb Technicians, authorizing the Mayor to provide any additional information requested in connection with this Grant Application, authorizing the Mayor to accept the award if awarded, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and further authorizing the Mayor to transfer unencumbered Grant funds within the Grant Budget. [Div. of Police, Weathers]

Summary

Authorization to submit an application and accept award if offered, to the Kentucky Office of Homeland Security requesting Federal funds in the amount of $130,500 for the Division of Police under the State Homeland Security FFY2024 DHS/FEMA Grant for two training classes to occur in 2025 for bomb technicians and those in training in KY. No matching funds are required. (L0332-24) (Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: Budget amendment will be completed if funding is approved.

Account Number:

This Fiscal Year Impact: $130,500

Annual Impact: $0

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: **MARCH 21, 2024**

SUBJECT: **Kentucky Office of Homeland Security FFY2024 DHS/FEMA Application for Division of Police**

Request: Council authorization to submit an application and accept award if offered, to the Kentucky Office of Homeland Security requesting federal funds in the amount of $130,500 for the Division of Police under the State Homeland Security FFY2024 DHS/FEMA Grant. No matching funds are required.

Purpose of Request: The Kentucky Office of Homeland Security is accepting applications from local governments requesting federal funding from the Homeland Security Grant Program. This federally funded program, originating from the U.S. Department of Homeland Security, provides financial assistance to the states to prevent, respond to, and recover from acts of terrorism. The states have the responsibility for apportioning funding to local governments.

The Division of Police is preparing an application to fund two training classes to occur in 2025 for bomb technicians and those in training in KY. This will include two classes, totaling three weeks, supporting equipment and lodging.

What is the cost in this budget year and future budget years? A total of $130,500 in federal funds is being requested for Fiscal Year 2025. No matching funds are required. Future years funding is dependent upon availability of grant funding.

Are the funds budgeted? Budget amendment will be completed if approved for funding.

File Number: 0332-24

Director/Commissioner: Weathers/Armstrong

RESOLUTION NO. 153 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION SEEKING $130,500.00 IN FEDERAL FUNDS TO THE KENTUCKY OFFICE OF HOMELAND SECURITY, UNDER THE STATE HOMELAND SECURITY FY2024 DHS/FEMA GRANT PROGRAM, FOR THE DIVISION OF POLICE, TO SUPPORT TRAINING COURSES FOR BOMB TECHNICIANS, AUTHORIZING THE MAYOR TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AUTHORIZING THE MAYOR TO ACCEPT THE AWARD IF AWARDED, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND FURTHER AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED GRANT 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 a Grant application seeking $130,500.00 in federal funds to the Kentucky Office of Homeland Security under the State Homeland Security FY2024 DHS/FEMA Grant Program, for the Division of Police, to support training courses for bomb technicians, and authorizing the Mayor to provide any additional information requested in connection with the Grant application.

Section 2 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to accept this Grant, if awarded, the acceptance of which does not obligate the Urban County Government to the expenditure of funds.

Section 3 -- That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

Section 4 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: April 11, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0332-24:ANB:4893-6139-8450, v. 1

Certification by Authorizing Official

I understand, and agree to comply with, the general and fiscal provisions of this grant application, including the terms and conditions; the provisions and regulations governing these funds and all other federal and state laws; that all information presented in this application is true and correct; that there has been appropriate coordination with all affected agencies; that costs incurred prior to grant approval may result in those costs being absorbed by the Sub-grantee, and that the receipt of these grant funds will not supplant state or local funds.

Name of Authorizing Official:	Linda Gorton
Title of Authorizing Official:	Mayor
Agency/Organization:	Lexington-Fayette Urban County Government
Mailing Address:	200 East Main Street
City, State, ZIP:	Lexington, KY 40507
Phone:	(859) 258-3100
Fax:	(859) 258-3194
Email Address:	mayor@lexingtonky.gov
Signature:	Linda Gorton

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0333-24

File ID: 0333-24 **Type:** Resolution **Status:** Approved

Version: 2 **Contract #:** 083-2024 **In Control:** Urban County Council

File Created: 03/22/2024

File Name: Request Council authorization to submit an application and accept award if offered, to the Kentucky Office of Homeland Security requesting federal funds in the amount of $450,000 for the Division of Police under the State Homeland Security FFY2024 DHS/FEM

Final Action: 04/11/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application seeking $450,000 in Federal funds to the Ky. Office of Homeland Security, under the State Homeland Security FY2024 DHS/FEMA Grant Program, for the Div. of Police, to purchase an Emergency Response Unit Rapid Response Vehicle, authorizing the Mayor to provide any additional information requested in connection with this Grant Application, authorizing the Mayor to accept this award, if awarded, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and further authorizing the Mayor to transfer unencumbered Grant funds within the Grant Budget. [Div. of Police, Weathers]

Notes: In office, waiting for passage to be taken down to mayor's office 4/11/2024. MS

Taken down to MO 4/15/2024. MS

Signed and filed in the CCO. Returned to Celia Moore 4/18/2024. MS

Sponsors:

Enactment Date: 04/11/2024

Attachments: 24-Bluesheet Memo to LPD ERU Vehicle, R-154-2024, Contract #083-2024

Enactment Number: R-154-2024

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	04/09/2024	Approved and Referred to Docket	Urban County Council	04/11/2024		Pass
2	Urban County Council	04/11/2024	Received First Reading	Urban County Council	04/11/2024		

2	Urban County Council	04/11/2024	Suspended Rules for Second Reading	Pass
2	Urban County Council	04/11/2024	Approved	Pass

Text of Legislative File 0333-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application seeking $450,000 in Federal funds to the Ky. Office of Homeland Security, under the State Homeland Security FY2024 DHS/FEMA Grant Program, for the Div. of Police, to purchase an Emergency Response Unit Rapid Response Vehicle, authorizing the Mayor to provide any additional information requested in connection with this Grant Application, authorizing the Mayor to accept this award, if awarded, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and further authorizing the Mayor to transfer unencumbered Grant funds within the Grant Budget. [Div. of Police, Weathers]

Summary

Authorization to submit an application and accept award if offered, to the Kentucky Office of Homeland Security requesting Federal funds in the amount of $450,000 for the Division of Police under the State Homeland Security FFY2024 DHS/FEMA Grant to purchase an Emergency Response Unit Rapid Response Vehicle. No matching funds are required.

(L0333-24) (Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: Budget amendment will be completed if funding is approved.

Account Number:

This Fiscal Year Impact: $450,000

Annual Impact: $0

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: **MARCH 21, 2024**

SUBJECT: **Kentucky Office of Homeland Security FFY2024 DHS/FEMA Application No. 2 for Division of Police**

Request: Council authorization to submit an application and accept award if offered, to the Kentucky Office of Homeland Security requesting federal funds in the amount of $450,000 for the Division of Police under the State Homeland Security FFY2024 DHS/FEMA Grant. No matching funds are required.

Purpose of Request: The Kentucky Office of Homeland Security is accepting applications from local governments requesting federal funding from the Homeland Security Grant Program. This federally funded program, originating from the U.S. Department of Homeland Security, provides financial assistance to the states to prevent, respond to, and recover from acts of terrorism. The states have the responsibility for apportioning funding to local governments.

The Division of Police is preparing an application to purchase an Emergency Response Unit (ERU) Rapid Response Vehicle to replace the current one, which is close to the end of its service life.

What is the cost in this budget year and future budget years? A total of $450,000 in federal funds is being requested for Fiscal Year 2025. No matching funds are required. Future years funding is dependent upon availability of grant funding.

Are the funds budgeted? Budget amendment will be completed if approved for funding.

File Number: 0333-24

Director/Commissioner: Weathers/Armstrong

RESOLUTION NO. 154 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION SEEKING $450,000.0 IN FEDERAL FUNDS TO THE KENTUCKY OFFICE OF HOMELAND SECURITY, UNDER THE STATE HOMELAND SECURITY FY2024 DHS/FEMA GRANT PROGRAM, FOR THE DIVISION OF POLICE, TO PURCHASE AN EMERGENCY RESPONSE UNIT RAPID RESPONSE VEHICLE, AUTHORIZING THE MAYOR TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AUTHORIZING THE MAYOR TO ACCEPT THIS AWARD, IF AWARDED, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND FURTHER AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED GRANT 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 a Grant application seeking $450,000.00 in federal funds to the Kentucky Office of Homeland Security under the State Homeland Security FY2024 DHS/FEMA Grant Program, for the Division of Police, to purchase an Emergency Response Unit Rapid Response Vehicle, and authorizing the Mayor to provide any additional information requested in connection with this Grant application.

Section 2 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to accept this Grant, if awarded, the acceptance of which does not obligate the Urban County Government to the expenditure of funds.

Section 3 -- That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

Section 4 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: April 11, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0333-24:ANB:4883-3392-8882, v. 1

Copy in lieu of original

Resolution #154-2024
Contract # 083-2024

521

Certification by Authorizing Official

I understand, and agree to comply with, the general and fiscal provisions of this grant application, including the terms and conditions; the provisions and regulations governing these funds and all other federal and state laws; that all information presented in this application is true and correct; that there has been appropriate coordination with all affected agencies; that costs incurred prior to grant approval may result in those costs being absorbed by the Sub-grantee, and that the receipt of these grant funds will not supplant state or local funds.

Name of Authorizing Official:	Linda Gorton
Title of Authorizing Official:	Mayor
Agency/Organization:	Lexington-Fayette Urban County Government
Mailing Address:	200 East Main Street
City, State, ZIP:	Lexington, KY 40507
Phone:	(859) 258-3100
Fax:	(859) 258-3194
Email Address:	mayor@lexingtonky.gov
Signature:	Linda Gorton

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0334-24

File ID: 0334-24 **Type:** Resolution **Status:** Approved

Version: 2 **Contract #:** 082-2024 **In Control:** Urban County Council

File Created: 03/22/2024

File Name: Request Council authorization to submit an application and accept award if offered, to the Kentucky Office of Homeland Security requesting federal funds in the amount of $484,714 for the Division of Police under the State Homeland Security FFY2024 DHS/FEM

Final Action: 04/11/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application seeking $484,714 in Federal funds to the Ky. Office of Homeland Security, under the State Homeland Security FY2024 DHS/FEMA Grant Program, for the Div. of Police, to purchase a proposed Forensic Crime Scene Mobile Lab, authorizing the Mayor to provide any additional information requested in connection with this Grant Application, authorizing the Mayor to accept the award if awarded, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and further authorizing the Mayor to transfer unencumbered Grant funds within the Grant Budget. [Div. of Police, Weathers]

Notes: In office, waiting for passage to be taken down to mayor's office 4/11/2024. MS

Taken down to MO 4/15/2024. MS

Signed and filed in the CCO. Returned to Celia Moore via pick up 4/18/2024. MS

Sponsors:

Enactment Date: 04/11/2024

Attachments: 24-Bluesheet Memo to LPD CS Mobile Lab, R-155-2024, Contract #082-2024

Enactment Number: R-155-2024

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	04/09/2024	Approved and Referred to Docket	Urban County Council	04/11/2024		Pass
2	Urban County Council	04/11/2024	Received First Reading	Urban County Council	04/11/2024		

2	Urban County Council	04/11/2024	Suspended Rules for Second Reading	Pass
2	Urban County Council	04/11/2024	Approved	Pass

Text of Legislative File 0334-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application seeking $484,714 in Federal funds to the Ky. Office of Homeland Security, under the State Homeland Security FY2024 DHS/FEMA Grant Program, for the Div. of Police, to purchase a proposed Forensic Crime Scene Mobile Lab, authorizing the Mayor to provide any additional information requested in connection with this Grant Application, authorizing the Mayor to accept the award if awarded, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and further authorizing the Mayor to transfer unencumbered Grant funds within the Grant Budget. [Div. of Police, Weathers]

Summary

Authorization to submit an application and accept award if offered, to the Kentucky Office of Homeland Security requesting Federal funds in the amount of $484,714 for the Division of Police under the State Homeland Security FFY2024 DHS/FEMA Grant for the purchase of a vehicle to support the Forensic Crime Scene Mobile Lab. No matching funds are required. (L0334-24) (Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: Budget amendment will be completed if funding is approved.

Account Number:

This Fiscal Year Impact: $484,714

Annual Impact: $0

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: **MARCH 21, 2024**

SUBJECT: **Kentucky Office of Homeland Security FFY2024 DHS/FEMA Application No. 3 for Division of Police**

Request: Council authorization to submit an application and accept award if offered, to the Kentucky Office of Homeland Security requesting federal funds in the amount of $484,714 for the Division of Police under the State Homeland Security FFY2024 DHS/FEMA Grant. No matching funds are required.

Purpose of Request: The Kentucky Office of Homeland Security is accepting applications from local governments requesting federal funding from the Homeland Security Grant Program. This federally funded program, originating from the U.S. Department of Homeland Security, provides financial assistance to the states to prevent, respond to, and recover from acts of terrorism. The states have the responsibility for apportioning funding to local governments.

The Division of Police is preparing an application to purchase a Chevrolet Silverado 5500HD 4WD Regular Cab, dual rear axle, diesel chassis, 19,500-lb GVWR with an 18' dry van body. The proposed Forensic Crime Scene Mobile Lab will enhance our operations by incorporating cutting-edge technology and providing essential amenities for on-scene investigations.

What is the cost in this budget year and future budget years? A total of $484,714 in federal funds is being requested for Fiscal Year 2025. No matching funds are required. Future years funding is dependent upon availability of grant funding.

Are the funds budgeted? Budget amendment will be completed if approved for funding.

File Number: 0334-24

Director/Commissioner: Weathers/Armstrong

RESOLUTION NO. 155 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION SEEKING $484,714.00 IN FEDERAL FUNDS TO THE KENTUCKY OFFICE OF HOMELAND SECURITY, UNDER THE STATE HOMELAND SECURITY FY2024 DHS/FEMA GRANT PROGRAM, FOR THE DIVISION OF POLICE, TO PURCHASE A PROPOSED FORENSIC CRIME SCENE MOBILE LAB, AUTHORIZING THE MAYOR TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AUTHORIZING THE MAYOR TO ACCEPT THE AWARD IF AWARDED, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND FURTHER AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED GRANT 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 a Grant application seeking $484,714.00 in federal funds to the Kentucky Office of Homeland Security under the State Homeland Security FY2024 DHS/FEMA Grant Program, for the Division of Police, to purchase a proposed Forensic Crime Scene Mobile Lab, and authorizing the Mayor to provide any additional information requested in connection with the Grant application.

Section 2 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to accept this Grant, if awarded, the acceptance of which does not obligate the Urban County Government to the expenditure of funds.

Section 3 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

Section 4 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: April 11, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0334-24:ANB:4883-4415-1730, v. 1

Certification by Authorizing Official

I understand, and agree to comply with, the general and fiscal provisions of this grant application, including the terms and conditions; the provisions and regulations governing these funds and all other federal and state laws; that all information presented in this application is true and correct; that there has been appropriate coordination with all affected agencies; that costs incurred prior to grant approval may result in those costs being absorbed by the Sub-grantee, and that the receipt of these grant funds will not supplant state or local funds.

Name of Authorizing Official:	Linda Gorton
Title of Authorizing Official:	Mayor
Agency/Organization:	Lexington-Fayette Urban County Government
Mailing Address:	200 East Main Street
City, State, ZIP:	Lexington, KY 40507
Phone:	(859) 258-3100
Fax:	(859) 258-3194
Email Address:	mayor@lexingtonky.gov
Signature:	Linda Gorton

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0335-24

File ID: 0335-24 **Type:** Resolution **Status:** Approved

Version: 2 **Contract #:** 161-2023 **In Control:** Urban County Council

File Created: 03/22/2024

File Name: Request Council authorization to execute Contract Modification No. 1 to the agreement with Palmer Engineering, Inc., for the Harrodsburg Road Trail project to remove an allowance from the contract for designing and permitting a bridge over South Elkhorn C

Final Action: 04/25/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Contract Modification No. 1 to an Agreement with Palmer Engineering, Inc., to unencumber funds no longer needed for the design of the Harrodsburg Rd. Trail Project, decreasing the Contract price by the sum of $224,684.83 and reducing the total Contract price from $938,577.00 to $713,892.17. [Div. of Engineering, Burton]

Notes: Stamped and filed in the CCO. REturned to Celia Moore via 5/2/2024. MS

Sponsors:

Enactment Date: 04/25/2024

Attachments: 24-Blue Sheet Memo Harrods Rd Trail CM No. 1, 2024-3-19 CO No. 1 Harrodsburg Rd Trail (For Mayor's Signature), 2022-5-2 Location Map, R-172-2024

Enactment Number: R-172-2024

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	04/09/2024	Approved and Referred to Docket	Urban County Council	04/11/2024		Pass
2	Urban County Council	04/11/2024	Received First Reading	Urban County Council	04/25/2024		
2	Urban County Council	04/25/2024	Approved				Pass

Text of Legislative File 0335-24

Title

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

Government, to execute Contract Modification No. 1 to an Agreement with Palmer Engineering, Inc., to unencumber funds no longer needed for the design of the Harrodsburg Rd. Trail Project, decreasing the Contract price by the sum of $224,684.83 and reducing the total Contract price from $938,577.00 to $713,892.17. [Div. of Engineering, Burton]

Summary

Authorization to execute Contract Modification No. 1 to the Agreement with Palmer Engineering, Inc., for the Harrodsburg Road Trail project to remove an allowance from the Contract for designing and permitting a bridge over South Elkhorn Creek. The Change Order is to decrease the Contract in the amount of $224,684.83 for a Contract total of $713,892.17. (L0335-24) (Burton/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Ashleigh Bailey 3/22/2024

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3230-303202-3225-90313

This Fiscal Year Impact: -$224,684.83

Annual Impact: $0

Project: AR_HRRDTRL_2022

Activity: DESIGN

Budget Reference: 2022

Current Balance: $101,423

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 : **MARCH 21, 2024**

SUBJECT: **Authorization to execute Contract Modification No. 1 to the agreement with Palmer Engineering, Inc. for the Harrodsburg Road Trail project**

Request: Authorization to execute Contract Modification No. 1 to the agreement with Palmer Engineering, Inc., for the Harrodsburg Road Trail project to remove an allowance from the contract for designing and permitting a bridge over South Elkhorn Creek. The change order is to decrease the contract in the amount of $224,684.83 for a contract total of $713,892.17.

Purpose of Request: On May 25, 2023 (Resolution 292-2023), Council approved execute an agreement with Palmer Engineering, Inc. for design at a cost not to exceed $938,577 with funds awarded under the American Rescue Plan Act of 2021.

The LFUCG Division of Engineering needs this action to unencumber American Rescue Plan Act (ARPA) funds that are no longer needed for design of the Harrodsburg Road Trail project. Details of the changes are shown in the Change Order forms.

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

The cost for this FY is: -$224,684.83
The cost for future FY is: N/A

Are the funds budgeted? Yes, 3230-303202-3225-90313; AR_HRRDTRL_2022; DESIGN

File Number: 0335-24

Director/Commissioner: Burton/Albright

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT MODIFICATION

	Date:	March 13, 2024	
	Project:	Harrodsburg Rd. Trail	
	Location:	Harrodsburg Rd.	
To (Contractor): Palmer Engineering 1040 Monarch St. Ste. 210 Lexington, KY 40513	Contract No.	161-2023	
	Original Contract Amt.	$938,577.00	
	Cumulative Amount of Previous Change Orders	$0.00	
	Percent Change - Previous Change Orders		0.00%
	Total Contract Amount Prior to this Change Order	$938,577.00	
	Contract Mod No.	1	

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	
	Bridge Design Allowance	$224,684.83		
	Total decrease	$224,684.83		
	Total increase		$0.00	
	Net Amount of this Change Order	-$224,684.83		
	New Contract Amount Including this Change Order	$713,892.17		
	Percent Change - This Change Order			-23.94%
	Percent Change - All Change Orders			-23.94%

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

Recommended by _____ (Proj. Engr.) Date 3-13-24

Accepted by _____ (Contractor) Date 3-15-24

Approved by _____ (Director) Date 3/15/24

Approved by Nancy Albright (Commissioner) Date 3/19/24

Approved by _____ (Mayor or CAO) Date _____

JUSTIFICATION FOR CHANGE	PROJECT: Harrodsburg Rd. Trail
	CONTRACT NO.: 161-2023
	CONTRACT MOD: 1

1. Necessity for change: To remove an allowance from the contract to design and permit and bridge over South Elkhorn Creek.

2. Is proposed change an alternate bid? ___Yes __X__No

3. Will proposed change alter the physical size of the project? ___Yes __X__No

   If "Yes", explain.

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

5. Has consent of surety been obtained? ___Yes __X__Not Necessary

6. Will this change affect expiration or extent of insurance coverage? ___Yes __X__No

   If "Yes", will the policies be extended? ___Yes ___No

7. Effect on operation and maintenance costs: N/A

8. Effect on contract completion date: N/A

_____ _____

Mayor Date

CONTRACT HISTORY FORM

Project Name: **Harrodsburg Rd. Trail**

Contractor: **Palmer Engineering**

Contract Number and Date: **161-2023, 6/16/23**

Responsible LFUCG Division: **Engineering**

CONTRACT AND MODIFICATION DETAILS

A. Original Contract Amount: Next Lowest Bid Amount: **NA**	$	**938,577.00**	
B. Amount of Selected Alternate or Phase:	$		
C. Cumulative Amount of All Previous Alternates or Phases:	$		
D. Amended Contract Amount:	$	**938,577.00**	
E. Cumulative Amount of All Previous Change Orders:	$	**0.00**	**0.0%** *(Line E / Line D)*
F. Amount of This Change Order:	$	**-224,684.83**	**-23.9%** *(Line F / Line D)*
G. Total Contract Amount:	$	**713,892.17**	

SIGNATURES

Project Manager: _____ Date: 3-13-24

Reviewed by: _____ Date: 03/15/24

Division Director: _____ Date: 3/15/24

Palmer
ENGINEERING

April 19, 2023

Mr. Thomas Clements, PE
Lexington-Fayette Urban County Government
Division of Engineering
101 East Vine St., 4th Floor
Lexington, KY 40507

RE: Harrodsburg Rd Trail
Fayette County
Proposal for Engineering Services

Dear Mr. Clements:

Palmer Engineering is pleased to submit this proposal to provide professional engineering services for the Harrodsburg Road Trail Project. Based on the negotiated hours we have prepared the TC 40-2 for the fee proposal.

As summarized on our TC 40-2, the proposed base fee proposal for this project is a total of $713,892.17. In addition to the base fees, and as discussed subsequent to our negotiation meeting we have set up an allowance in the event that specified services are required related to the addition of a bridge alternative. The allowance described below, totaling $224,684.83, will not be invoiced unless they are specifically authorized by you in writing prior to the work being performed.

- Preliminary and Final Structural Design
- Geotechnical Exploration
- LOMAR/CLOMAR preparation (with fees)

Thanks for selecting us for this exciting project. If you have any questions or need additional information feel free to call or email.

Sincerely,

Stephen Sewell, PE, PTOE
Vice President

Suite 210 ■ 1040 Monarch Street ■ Lexington, KY 40513
Phone: (859) 389-9293 ■ Fax: (859) 744-1266 ■ E-mail: peclex@palmernet.com ■ Web Site: www.palmernet.com

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF PROFESSIONAL SERVICES

TC 40-2
Rev. 12/2017

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

SECTION 1: PROJECT INFORMATION

DATE:	Apr 19, 2023	COUNTY:	Fayette	ITEM #:	
PROJECT:					
DESC:	Harrodsburg Rd Trail				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED MAN HOURS	NEGOTIATED MAN HOURS	AVERAGE RATE	ESTIMATED COST
SURVEY	461	461	$ 52.38	$ 24,147.18
PRELIMINARY LINE AND GRADE	578	614	$ 65.40	$ 40,155.60
UTILITY COORDINATION	80	72	$ 65.40	$ 4,708.80
RIGHT OF WAY PLANS	246	246	$ 65.40	$ 16,088.40
FINAL PLAN PREPARATION	1287	1194	$ 65.40	$ 78,087.60
MEETINGS	84	84	$ 84.91	$ 7,132.44
PUBLIC INVOLVEMENT	28	48	$ 84.91	$ 4,075.68
				$ -
				$ -
				$ -
TOTAL PRODUCTION HOURS & PAYROLL	2764	2719	$ 64.14	**$ 174,395.70**

OVERHEAD (178.01 %)	$	310,441.79
PROFIT (15.00 %)	$	72,725.62
COST OF MONEY (0.21 %)	$	366.23

DIRECT COSTS	AMOUNT
see attached	$ 988.40
TOTAL DIRECT COSTS	**$ 988.40**

SUBCONSULTANTS	AMOUNT
Palmer Environmental	$ 114,974.70
SUE (20 location at $2000/location)	$ 40,000.00
Palmer Structures	$ 224,684.83
	$ -
	$ -
TOTAL SUBCONSULTANTS	**$ 379,659.53**

TOTAL FEE	**$ 938,577**

*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: **Palmer Engineering**	SIGNED BY: Stephen Sewell	
	Vice President	4/17/2023
CONSULTANT SIGNATURE	TITLE	DATE
PROFESSIONAL SERVICES SIGNATURE	TITLE	DATE

MILITARY PIKE

HARRODSBURG ROAD

N

RESOLUTION NO. 172 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CONTRACT MODIFICATION NO. 1 TO AN AGREEMENT WITH PALMER ENGINEERING, INC., TO UNENCUMBER FUNDS NO LONGER NEEDED FOR THE DESIGN OF THE HARRODSBURG ROAD TRAIL PROJECT, DECREASING THE CONTRACT PRICE BY THE SUM OF $224,684.83 AND REDUCING THE TOTAL CONTRACT PRICE FROM $938,577.00 TO $713,892.17.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Contract Modification No. 1 to the Agreement, which is attached hereto and incorporated herein by reference, with Palmer Engineering, Inc., to unencumber funds no longer needed for the design of the Harrodsburg Road Trail Project, decreasing the contract price by the sum of $224,684.83 and reducing the total contract price from $938,577.00 to $713,892.17.

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

0335-24:ANB:4880-1588-6770, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0336-24

File ID:	0336-24	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**		**In Control:**	Urban County Council
				File Created:	03/22/2024
File Name:	Request Council authorization to submit an application and accept if offered to the U.S. Department of Homeland Security under the 2023 Assistance to Firefighters Grant (AFG) Program - Fire Prevention and Safety (FP&S) requesting federal funding in the am			**Final Action:**	04/25/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the U.S. Dept. of Homeland Security, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $23,787.31 in Federal funds under the 2023 Assistance to Firefighters Grant Program - Fire Prevention and Safety (FP&S), to purchase smoke alarms, the acceptance of which obligates the Urban County Government to the expenditure of $1,189.37 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Fire and Emergency Services, Wells]

Notes:

Sponsors:		**Enactment Date:**	04/25/2024
Attachments:	24-Blue Sheet memo AFG FPS, R-173-2024	**Enactment Number:**	R-173-2024
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	04/09/2024	Approved and Referred to Docket	Urban County Council	04/11/2024		Pass
2	Urban County Council	04/11/2024	Received First Reading	Urban County Council	04/25/2024		
2	Urban County Council	04/25/2024	Approved				Pass

Text of Legislative File 0336-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the U.S. Dept. of Homeland Security, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $23,787.31 in Federal funds under the 2023 Assistance to Firefighters Grant Program - Fire Prevention and Safety (FP&S), to purchase smoke alarms, the acceptance of which obligates the Urban County Government to the expenditure of $1,189.37 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Fire and Emergency Services, Wells]

Summary

Authorization to submit an application and accept if offered to the U.S. Department of Homeland Security under the 2023 Assistance to Firefighters Grant (AFG) Program - Fire Prevention and Safety (FP&S) requesting Federal funds in the amount of $23,787.31 to purchase smoke alarms in Lexington-Fayette County. A match in the amount of $1,189.37 is required and is Budgeted. (L0336-24) (Wells/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: A Budget amendment will be completed if approved.

Account Number:

This Fiscal Year Impact: $24,976.68

Annual Impact: $0

Project:

Activity:

Budget Reference:

Current Balance: A Budget amendment will be completed if approved.

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: **MARCH 21, 2024**

SUBJECT: **U.S. Department of Homeland Security Grant Application under the 2023 Assistance to Firefighters Grant- Fire Prevention and Safety for Division of Fire and Emergency Services**

Request: Council authorization to submit an application and accept if offered to the U.S. Department of Homeland Security under the 2023 Assistance to Firefighters Grant (AFG) Program - Fire Prevention and Safety (FP&S) requesting federal funding in the amount of $23,787.31 to purchase smoke alarms in Lexington-Fayette County. Match in the amount of $1,189.37 is required and is budgeted.

Purpose of Request: The primary goal of the Assistance to Firefighters Grants (AFG) is to enhance the safety of the public and firefighters with respect to fire-related hazards. The FP&S grant program accomplishes this by assisting fire prevention programs and supporting firefighter health and safety research and development.

The FP&S Activity is designed to reach high-risk target groups and mitigate the incidence of death, injuries and property damage caused by fire and fire-related hazards. The Community Services Bureau of the Lexington Fire Department implemented a free smoke alarm installation program within our community. This program aims to reduce home fire injuries, fatalities, property loss, and damage caused by fire and fire-related hazards in at-risk neighborhoods and aligns with the mission and objectives of the FP&S Grant Program. This grant award would allow us to conduct organized smoke alarm canvasses to target identified at-risk neighborhoods whose homes might not be up to modern life safety codes and provide them with a free service to make their homes safe and compliant.

What is the cost in this budget year and future budget years? If the grant is approved, federal funds in the amount of $23,787.31 will be awarded, requiring a 5% match of match of $1,189.37.

Are the funds budgeted? A budget amendment will be completed if approved.

File Number: 0336-24

Director/Commissioner: Wells/Armstrong

RESOLUTION NO. 173 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF AWARDED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $23,787.31 IN FEDERAL FUNDS UNDER THE 2023 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM – FIRE PREVENTION AND SAFETY (FP&S), TO PURCHASE SMOKE ALARMS, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF $1,189.37 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 and submit a Grant Application, which is attached hereto and incorporated herein by reference, to the U.S. Department of Homeland Security, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $23,787.31 in federal funds, under the 2023 Assistance to Firefighters Grant Program – Fire Prevention and Safety (FP&S), to purchase smoke alarms, the acceptance of which obligates the Urban County Government to the expenditure of $1,189.37 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: April 25, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0336-24:ANB:4892-7732-3442, v. 1

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0337-24

File ID:	0337-24	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**	104-2024	**In Control:**	Urban County Council
				File Created:	03/22/2024
File Name:	Request Council authorization to execute a Professional Services Agreement with Shield Environmental Associates in the amount of $132,263 for the remediation plan of the parcel located at 299 Southland Drive.			**Final Action:**	04/25/2024

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 No. 12-2024) with Shield Environmental Associates for the development of a remediation plan for the parcel located at 299 Southland Dr., for the Div. of Water Quality, at a cost not to exceed $132,263. [Div. of Water Quality, Martin]

Notes: Stamped and filed in CCO. Copies sent back to Katrina James via pick up. 5/9/2024 AA

Sponsors:		**Enactment Date:**	04/25/2024
Attachments:	24 - Blue Sheet Memo Shield, 0337-24- Shield Environmental agreement 4876-9240-1589 v.1.docx, R-174-2024, Contract #104-2024	**Enactment Number:**	R-174-2024
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	04/09/2024	Approved and Referred to Docket	Urban County Council	04/11/2024		Pass
2	Urban County Council	04/11/2024	Received First Reading	Urban County Council	04/25/2024		
2	Urban County Council	04/25/2024	Approved				Pass

Text of Legislative File 0337-24

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 No. 12-2024) with Shield Environmental Associates for the development of a remediation

plan for the parcel located at 299 Southland Dr., for the Div. of Water Quality, at a cost not to exceed $132,263. [Div. of Water Quality, Martin]

Summary

Authorization to execute a Professional Services Agreement, pursuant to RFP No. 12-2024, with Shield Environmental Associates in the amount of $132,263 for the remediation plan of the parcel located at 299 Southland Drive. Funds are Budgeted. (L0337-24)

(Martin/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Completed by Evan Thompson, 3/27/2024

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3230-303204-3334-92211

This Fiscal Year Impact: $132,263

Annual Impact: $0

Project: BROWNFLDS_2023

Activity: FED_GRANT

Budget Reference: 2023

Current Balance: $2,651,176.74

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: **MARCH 21, 2024**

SUBJECT: **Authorization to Execute Professional Services Agreement with Sheild Environmental Associates RFP #12-2024 for the Remediation Plan of the Parcel Located at 299 Southland Drive**

Request: Council authorization to execute a Professional Services Agreement with Shield Environmental Associates in the amount of $132,263 for the remediation plan of the parcel located at 299 Southland Drive.

Purpose of Request: The RFP selection committee, based on standard scoring methods, has found Shield Environmental Associates received the highest score among the submitted bids. The approved funds are for the remediation plan of the parcel located at 299 Southland Drive.

What is the cost in this budget year and future budget years? Cost in FY24 is $132,263. No anticipated cost in future budget years.

Are the funds budgeted? Yes, 3230-303204-3334-92211 2023 BROWNFLDS_2023 FED_GRANT

File Number: 0337-24

Director/Commissioner: Martin/Albright

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 NO. 12-2024) WITH SHIELD ENVIRONMENTAL ASSOCIATES FOR THE DEVELOPMENT OF A REMEDIATION PLAN FOR THE PARCEL LOCATED AT 299 SOUTHLAND DRIVE, FOR THE DIVISION OF WATER QUALITY, AT A COST NOT TO EXCEED $132,263.00.

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 No. 12-2024), which is attached hereto and incorporated herein by reference, with Shield Environmental Associates, for the development of a remediation plan for the parcel located at 299 Southland Drive, for the Division of Water Quality.

Section 2 – That an amount, not to exceed the sum of $132,263.00, be and hereby is approved for payment to Shield Environmental Associates, from account # 3230-303204-3334-92211, 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 THE URBAN COUNTY COUNCIL
0337-24:EPT_4876-9240-1589, v. 1

RESOLUTION NO. 174 – 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 NO. 12-2024) WITH SHIELD ENVIRONMENTAL ASSOCIATES FOR THE DEVELOPMENT OF A REMEDIATION PLAN FOR THE PARCEL LOCATED AT 299 SOUTHLAND DRIVE, FOR THE DIVISION OF WATER QUALITY, AT A COST NOT TO EXCEED $132,263.00.

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 No. 12-2024), which is attached hereto and incorporated herein by reference, with Shield Environmental Associates, for the development of a remediation plan for the parcel located at 299 Southland Drive, for the Division of Water Quality.

Section 2 – That an amount, not to exceed the sum of $132,263.00, be and hereby is approved for payment to Shield Environmental Associates, from account # 3230-303204-3334-92211, 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: April 25, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF THE URBAN COUNTY COUNCIL

0337-24:EPT_4876-9240-1589, v. 1

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of **April 25, 2024,** between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT **(OWNER)** and **Shield Environmental Associates,** 948 Floyd Dr. Lexington, KY 40505 **(CONSULTANT). OWNER** intends toproceed with the Remediation Plan for 297 Southland Dr., as described in the attached Exhibit A, **"RFP #12-2024 Remediation Plan for 297 Southland Dr."** The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the CONSULTANT. 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, mechanical, electrical and sanitary engineering services incidental thereto.

1.2. Project Phase

After written authorization to proceed, **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. The **CONSULTANT must perform all duties necessary to fully complete the deliverables described in attached Exhibit A " Remediation Plan for 297 Southland Dr; RFP #12-2024" (including Appendices____ and Addendums 1), and attached Exhibit C the "Proposal of Engineering Services and Related Matters" (the CONSULTANT's response to RFP #12-2024), and amendments to the CONSULTANT'S proposal included in attached Exhibit D "Further Description of Basic Engineering Services and Related Matters."**

To the extent of any conflict among the provisions of these documents and/or this Agreement, the provisions

of this Agreement shall control, followed by the provisions of **EXHIBIT A**, then **EXHIBIT D, and then EXHIBIT C**.

1.2.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.

1.2.4. The **CONSULTANT** shall post all initial draft work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the CONSULTANT shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT**. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.

1.2.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall post all draft final work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the CONSULTANT shall five (5) copies (hardcover). One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy.

1.2.6 Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** 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).

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 in the performance of this Agreement. See attached Exhibit D "Further Description of Basic Engineering Services and Related Matters" 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.

4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.

4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.

4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order 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 **OWNER** of any of its other rights in the Agreement.

4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

4.3.4. **If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.**

4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT.

5.1.1. For Basic Services

OWNER shall issue individual task orders for each work assignment performed under this Agreement by **CONSULTANT** or its sub-consultant/s. Each task order shall contain scope of work, fee, and schedule for performance of the work. Individual task orders shall be of the form included in **EXHIBIT D**.

5.1.1.a Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT D** or as amended in accordance with provisions therein.

5.1.1.b Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.

5.1.1.c Each task order issued shall receive prior written approval of **OWNER** prior to **CONSULTANT** proceeding with said work. The **OWNER's** designated agent in Section 8.1.1. shall be the only person authorized to provide such approval.

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 for which it has not already been paid 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 for which it has not already been paid, and the amount to be paid shall be determined by the **OWNER**.

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. CONSULTANT may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.

6.1.2. The **OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to terminate the

Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents

All documents, including raw data, reports, 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 that 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 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, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

6.3.4. The **CONSULTANT** understands that this Agreement is being paid in whole or in part by a federal grant awarded to the **OWNER** by the Kentucky Infrastructure Authority. The Grant Assistance Agreement is attached hereto and incorporated herein by reference as **EXHIBIT E**. The **CONSULTANT** agrees to cooperate fully in the **OWNER's** fulfillment of the terms of the Grant Assistance Agreement.

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. **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 of the work. 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 hereunder may be resolved by agreement of the **OWNER'S** Agent (Section 8.1.1) and the **CONSULTANT.** In the absence of such an agreement, the dispute shall be submitted to the **OWNER'S** Commissioner, Department of Environmental Quality & Public Works, whose decision 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 raw data, reports, Drawings and Specifications have been accepted by the **OWNER,** and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no 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 within the appropriate standard of skill and care. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

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** unless required by law

6.8. Access to Records

The **CONSULTANT** 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 Agreement period and for three (3) years from the date of final payment under the Agreement 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 Agreements.

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 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** or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "**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 the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "**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.

f. **OWNER** is a political subdivision of the Commonwealth of Kentucky. **CONSULTANT** acknowledges and agrees that **OWNER** is unable to provide indemnity or otherwise save, hold harmless, or defend the **CONSULTANT** in any manner.

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 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 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**. The cost of such insurance shall be included in any proposal:

Coverage	Limits
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Commercial Automobile Liability Services Office Form CA 0001)	combined single, (Insurance $1 million per occurrence
Professional Liability	$1 million per occurrence, $2 million aggregate
Worker's Compensation	Statutory
Employer's Liability	$500,000.00

The policies above shall contain the following conditions:

a. **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.

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

c. The General Liability Policy shall include Business Interruption coverage.

d. The Contractor shall carry Builders Risk coverage at a level sufficient to cover the replacement cost of any equipment or machinery used at the work site, if applicable.

e. The General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage unless it is deemed not to apply by **OWNER**.

f. The General Liability Policy shall have a Professional Liability endorsement (including Errors and

Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by **OWNER**. (**OWNER** does not need to be named as additional insured).

g. **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.

h. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, 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**.

i. 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. Right to Review, Audit and Inspect

CONSULTANT understands and agrees that **OWNER** may review, audit and inspect any and all of **CONSULTANT'S** records and operations to insure compliance with these Insurance Requirements.

6.9.5. SAFETY AND LOSS CONTROL

CONSULTANT 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 **OWNER**.

6.9.6. DEFINITION OF DEFAULT

CONSULTANT understands and agrees that the failure to comply with any of these provisions shall constitute default under this Agreement. **CONSULTANT** also agrees that **OWNER** may elect as 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 this Agreement.

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.

7.2.1. 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. This Agreement is subject to the following provisions.

8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (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. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents 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:

SHIELD ENVIRONMENTAL ASSOCIATES, INC.

BY: C. Dow Porter
C. DOW PORTER, PRESIDENT

ATTEST:
URBAN COUNTY COUNCIL CLERK

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by C. Dow Porter **, as the duly authorized representative for and on behalf of** Shield Environmental**, on this the** 2nd **day of** May **, 2024.**
My commission expires: 05/26/2026.

Amy L. Miller
NOTARY PUBLIC

Amy Leigh Miller
Commonwealth of Kentucky
Notary Public
Commission No. KYNP52533
My Commission Expires 5/26/2026

SHIEENV-01 KWATSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/30/2024

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: Kim Watson	
GCH Insurance Group 780 Winchester Rd Lexington, KY 40505	PHONE (A/C, No, Ext): (859) 977-4878	FAX (A/C, No):
	E-MAIL ADDRESS: kimwatson@gchinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A : Homeland Insurance Company of NY	34452
Shield Environmental Associates Inc. 948 Floyd Drive Lexington, KY 40505	INSURER B : Cincinnati Insurance Company	10677
	INSURER C : ClearPath Insurance Company	16273
	INSURER D :	
	INSURER E :	
	INSURER F :	

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 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	X		793012744-0000	8/30/2023	8/30/2024	EACH OCCURRENCE	$ 6,000,000
	X Contractual Liab						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X PD Ded $5,000						MED EXP (Any one person)	$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 6,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 6,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 6,000,000
								$
B	AUTOMOBILE LIABILITY							
	X ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS	X		ENP 0202468/EBA 0202468	8/30/2023	8/30/2024	BODILY INJURY (Per person)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE			ENP 0202468/EBA 0202468	8/30/2023	8/30/2024	AGGREGATE	$ 5,000,000
	[ ] DED X RETENTION $ 0						Over Auto/WC	$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y]	N/A		WC100-0010361	8/30/2023	8/30/2024	E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
A	Pollution			793012744-0000	8/30/2023	8/30/2024	Limit/Aggregate	6,000,000
A	Professional E&O			793012744-0000	8/30/2023	8/30/2024	Limit/Aggregate	6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Remediation Plan 297 Southland Drive RFP #12-2024. LFUCG is an additional insured per written contract in regards to auto and general liability, the general liability is primary. Waiver of subrogation per written contract and as permitted by law. 30 day cancellation notice in favor of LFUCG.

CERTIFICATE HOLDER

Lexington-Fayette Urban County Government
Central Purchasing/Government Center Building
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

John W. Hampton

ACORD 25 (2016/03)

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EXHIBIT A

REQUEST FOR PROPOSALS/

SCOPE OF ENGINEERING SERVICES

AND RELATED MATTERS

RFP# 12-2024

LEXINGTON

RFP-12-2024 Addendum 1
Shield Environmental Associates, Inc.
Supplier Response

Event Information

Number: RFP-12-2024 Addendum 1
Title: Remediation Plan for 297 Southland Dr
Type: Request For Proposal
Issue Date: 2/12/2024
Deadline: 3/1/2024 02:00 PM (ET)

Contact Information

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

Shield Environmental Associates, Inc. Information

Address: 948 Floyd Drive
Lexington, KY 40505
Phone: (859) 294-5155
Fax: (859) 294-5255
Web Address: www.shieldenv.com

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.

Robert Francis
Signature

robert_francis@shieldmw.com
Email

Submitted at 3/1/2024 12:38:08 PM (ET)

Response Attachments

Shield Environmental Submittal - Final.pdf

Shield Environmental Submittal

SHIELD
ENVIRONMENTAL ASSOCIATES, INC.

March 1, 2024

Proposal for RFP #12-2024 Site Remediation at 293 Southland Dr

Lexington-Fayette Urban County Government

SUBMITTED BY:
SHIELD ENVIRONMENTAL ASSOCIATES, INC.
948 FLOYD DRIVE, LEXINGTON, KY 40505

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SHIELD ENVIRONMENTAL ASSOCIATES, INC.

February 26, 2024

Lexington-Fayette Urban County Government
Division of Purchasing
200 East Main Street, 3rd Floor
Lexington, KY 40507
ATTN: Brian Marcum, Director

Reference: **RFP #12-2024 - Proposals for Site Remediation at 293 Southland Dr.**

Shield Proposal #24-055

Dear Mr. Marcum,

Shield Environmental Associates, Inc. (Shield) is excited to submit our proposal for the Site Remediation at 293 Southland Dr. in response to the Lexington-Fayette Urban County Government's RFP. We are uniquely qualified, offering engineering and environmental consulting services that align with the RFP's requirements.

Our experience with the site includes a Phase I Environmental Site Assessment, three indoor air studies, and a property management plan development. We've also worked extensively with state and local governments on environmental assessments, site investigations, and remedial actions.

Based in Lexington, KY, our team of engineers, geologists, and scientists stands out for its expertise and local availability. As an employee-owned company, we prioritize personalized, cost-effective services, ensuring value and client satisfaction. Our track record with public agencies and private entities showcases our commitment to effective communication and project success. We believe our approach delivers significant project efficiencies and savings.

We look forward to discussing how we can contribute to the project's success. For further information or questions, please contact us. Thank you for considering Shield Environmental Associates, Inc.

Sincerely,
SHIELD ENVIRONMENTAL ASSOCIATES, INC.

C. Dow Porter
Managing Principal
Shield Environmental Associates
948 Floyd Drive
Lexington, KY
Office: 859-294-2155
Email: Dow_Porter@shieldmw.com

2.FIRM QUALIFICATIONS

Established in 1985, Shield is a privately owned, multi-disciplined environmental consulting and engineering firm, catering to industrial, municipal, commercial, and private clients across the United States and abroad. Our engineering team boasts expertise in environmental, sanitary, and civil fields, while our staff scientists are trained in air quality, geology, hydrogeology, biology, chemistry, and soil sciences.

Our senior management team brings a wealth of experience, with professionals who have held positions in large multinational corporations and state government agencies. Their collective knowledge spans some of the nation's most challenging environmental projects, greatly enhancing our capabilities.

Shield's compact, private ownership status grants us the advantage of delivering personalized, adaptable services tailored to our client's unique needs. This tailored approach is a defining feature of our company.

At present, Shield comprises a dedicated team of twenty-eight (28) professionals with twenty-four being in our main office in Lexington, Kentucky, and four (4) professionals located in our satellite office in Louisville, Kentucky. These team members offer a rich spectrum of experience, stemming from past roles in both private firms and government positions. This varied expertise uniquely positions Shield to not only grasp our client's requirements but also to collaborate effectively with regulatory bodies, fostering cooperation instead of adversarial relationships.

As a full-service environmental consulting firm, Shield possesses in-house resources to fulfill your project needs. Our team includes several senior-level professionals with experience dating back to the inception of current environmental regulations. Notably, Dr. Jim Knauss, one of our original founders and a key figure in the development and implementation of Kentucky Superfund's Risk Assessment regulations is part of our team. Shield's core mission revolves around providing clients with safe, compliant, effective, and cost-efficient solutions that align with their objectives. Our areas of expertise include:

Diversity Of Experience

As a multi-disciplined engineering and environmental consulting firm, we provide a wide range of professional consulting services for our clientele. However, our service lines of business can be broadly grouped into five distinct categories: Industrial Compliance Services, Assessment and Investigations; Petroleum Services; Remediation and Construction; and Wastewater Treatment.

Industrial Compliance Services primarily consist of auditing, permitting, and other compliance-based consulting services performed on behalf of industrial and commercial facilities. This service line is a reflection of our shareholder's willingness to expand our firm's service offerings. We continually look to develop diversified services to ensure that our firm will operate as a market leader for years to come. Additional services involved with this business line include toxicity assessments; human health and ecological risk assessments; unexploded ordnance management; asbestos and lead-based-paint management; emergency response; environmental audits; environmental due diligence; air quality studies, modeling, and permitting; and litigation support/expert testimony. Shield's Industrial Compliance Group consists of six (6) full-time professional staff, including two (2) Professional Engineers and two (2) Engineer-in-Training (EIT), and two (2) project engineers. This group has provided consulting services to various industrial manufacturers and governmental agencies throughout Lexington and Kentucky

Assessment and Investigations Group at Shield has a distinguished history, having successfully completed thousands of Phase I and Phase II Environmental Site Assessments and designed hundreds of Remedial Action Plans. Our primary focus remains on assessment and investigations related to contaminated sites, and this continues to be a significant contributor to our annual revenues.

Since our inception in 1985, we have consistently been recognized as an industry leader in Kentucky, renowned for our provision of innovative environmental remediation consulting services. Our commitment to delivering high-quality, in-depth surveys has earned us the trust and confidence of our clients, ensuring that all due diligence requirements are met.

This unwavering commitment has resulted in the development of a robust clientele list and a remarkable track record, including assessments conducted in 28 foreign countries and across 43 of the 50 United States. Our experience encompasses detailed site characterizations on hazardous and toxic waste sites, supporting investigations, feasibility studies, and corrective action plans under key environmental regulations, including the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Toxic Substances Control Act (TSCA), and various state-led initiatives.

Our investigative work extends to major industrial clients, including Alltech, Dow Corning, Alcoa, Flextronics International, Square D, Cooper Industries, CCL Custom Manufacturing, Corning, DuPont Soy Polymers, Trane, Link Belt, B.F. Goodrich, Enersys, and Gates Rubber. Additionally, we have collaborated with public entities, such as the University of Kentucky, the University of Louisville, Corbin Utilities Commission, **Lexington-Fayette Urban County Government**, Kentucky Transportation Cabinet, and the Kentucky Department for Environmental Protection.

The Assessment and Investigations Group at Shield comprises a dedicated team of four (4) full-time professionals, consisting of one (1) Professional Engineer, one (1) Professional Geologist, one (1) Engineer-in-Training, and one (1) Field Science Technician, each contributing their expertise to deliver comprehensive solutions.

Brownfield Services

Our Assessment and Investigations Group houses the Brownfield Services for Sheid Environmental. Our company has consistently delivered consulting services on 40 Brownfield projects, encompassing Phase I, Phase II, and property management plan preparation.

- C. Dow Porter, Managing Principal, has overseen the majority of Shield's Brownfield initiatives and has been instrumental since the program's beginning. Our firm boasts a perfect record in securing approval for all submitted applications, primarily for real estate transactions with tight due diligence and closing timelines (e.g., for some projects, 120 days to close and 90 days for due diligence, while others have closing periods at 45 days and 30 days for due diligence). Additionally, Dow Porter contributed his expertise to the Kentucky Energy and Environment Cabinet during the Brownfield regulations' formation and vetting. Shield Environmental's role extends to having been the chosen consultant for Phase I Environmental Site Assessment (ESA), application submission, and Property Management preparation at Southland Drive for the Lexington Fayette Urban County Government.

Petroleum Services constitute a core component of our firm's expertise, reflecting our extensive experience in managing a wide range of projects in this sector. To date, we have successfully executed projects at approximately 750 underground storage tank sites, including over 400 sites spread across Indiana, Kentucky, Illinois, Ohio, West Virginia, Tennessee, and numerous other states. Our client portfolio boasts a diverse range of independent owner/operators and industrial clients, featuring prominent names such as Reynolds Metals, Freeman Chemicals, Dow Corning, Tube Turns Technologies, and Gates Rubber.

In addition to this, we have established strong working relationships with key players in the oil industry, particularly in the Ashland region. Our notable collaborations include projects with John Clark Oil Company, Woodford Oil Company, and MarkWest, alongside other major oil companies such as Ashland Petroleum, Thorntons Inc., and Pilot Travel Centers. Our expertise has also been sought after by the United States Postal Service, with our firm having worked on 27 of their sites.

Our Petroleum Services Group stands as the largest division within our company, comprised of twelve (12) dedicated full-time professional staff. This team includes four (4) Professional Geologists, one (1) Geologist-in-Training, and two (2) field technicians, all of whom bring specialized knowledge and skills to every project. This group's expertise and commitment are central to our ability to deliver high-quality, efficient services that meet the specific needs of our clients in the petroleum sector.

Remediation and Construction services complement our assessment and investigation and underground storage tank service lines by allowing us to perform turn-key remedial projects on behalf of many of our clients, thus permitting them to remain focused on their key business initiatives. Our engineers and scientists work diligently to create remedial plans that minimize the amount of material to be excavated and will often include waste segregation activities to reduce treatment and disposal costs. Our personnel are all properly trained and have a multitude of experiences involving waste/source removal, waste stabilization/treatment, and site containment and or capping. In addition, our staff has extensive experience with various innovative remedial technologies including phytoremediation, chemical oxidation, soil vapor extraction, dual-phase extraction, reactive barriers, monitored natural attenuation, and various pump-and-treat scenarios. Our Remediation and Construction Group consists of five professional staff from the other groups that include two (2) Professional Engineers, one (1) Professional Geologist, and one (1) Engineer-in-Training.

Resources

Shield's adaptability shines through in our approach to handling larger projects. Our size enables us to seamlessly allocate resources from various sections within the company, ensuring our staff gains valuable experience across all sectors.

Moreover, Shield's capabilities extend to the entirety of the Environmental Consultant Services proposal. As previously mentioned, our team features Professional Engineers, Engineers-in-Training, Project Engineers, Professional Geologists, Geologists-in-Training, Project Geologists, and Scientists/Technicians who rely on AutoCAD for meticulous planning and design. Complementing our workforce, we have (3) Licensed Drillers, (1) Drillers Assistants, and a collection of advanced drill rigs such as the Geoprobe 6620 DT, Geoprobe 7822 DT, and Geoprobe 54LT. These extensive in-house resources, coupled with our cross-sector experience, position us perfectly to meet the demands of your project.

SHIELD ENVIRONMENTAL ASSOCIATES, INC.



C. Dow Porter

Managing Principal

Mr. Porter has accrued over 35 years of professional experience in the environmental field with 24 years as an environmental consultant. He currently serves as the President and Managing Principal of Shield and in addition manages the Assessment and Remediation Group. Over the course of his career, he has assisted many industrial facilities and municipalities with industrial compliance issues including the proper characterization and handling of solid, special, and hazardous waste.

Mr. Porter has served in the capacity of Principal in Charge for numerous Brownfield projects and site investigations including Phase I/II/III projects and Hazardous Material Assessments. Additionally, he has experience preparing and implementing site investigation work plans and remedial action plans.

Home Office Address:

948 Floyd Drive, Lexington, KY 40505

Education:

B.B.A. Industrial Management, University of KY, 1986
DOT Hazardous Materials Transportation Course
Hazardous Waste Generator Training Course
OSHA 40 Hr Hazardous Waste Site Worker Certification
OSHA 8 Hr Hazardous Waste Site Worker Refresher
CPR & First Aid Training, American Red Cross
Introduction to RCRA Training Course
Special Waste Approvals Training Course
Effective Site Remediation using Chemical Oxidation & Enhanced Bioremediation, 2008
Certified KY EXCEL Performance Assessor

Affiliations:

Kentuckiana Chapter - Hazardous Material Managers
Kentucky Association of Economic Development
The Society for Marketing Professional Services
Greater Louisville Inc – Environmental Affairs
Kentucky Petroleum Marketers Association
Kentucky Association of Manufacturers
Kentucky Chamber of Commerce
Commerce Lexington, Inc.
Chemical Industry Council

Project-Related Experience

- **Southern Wood Treatment (KDWM)** – Principal in Charge of a State-lead emergency remediation of soils impacted with high arsenic levels. Project involved rapid site investigation, corrective action planning, resident relocations, soil characterization/excavation/disposal (34,750 tons), and complete site restoration.
- **Castle & Key, Inc.** – Principal in Charge of due diligence Phase I/II ESA and Asbestos/Lead-Based Paint Assessments on the Old Taylor Distillery. Project consisted of pursuing liability protection through Kentucky's Brownfield Redevelopment Program and a State income tax credit for conducting a qualified Voluntary Corrective Action.
- **University of Kentucky PS5** – Principal in Charge of Site Characterization at the former Kennedy Book Store location which had previously been a gasoline service station. Additional services included the design of a vapor intrusion system, voluntary corrective action, and gaining acceptance into the Kentucky Brownfield Redevelopment Program.
- **GCH Insurance** – Principal in Charge of environmental due diligence at the former AutoTech Services which had previously been utilized as a transmission repair shop. Services included Phase I ESA, Corrective Action Plan, Property Management Plan, oversight of Voluntary Corrective Action to address petroleum related impacts and acceptance into Kentucky's Brownfield Redevelopment Program.
- **Lexington Transit Authority** – Principal in Charge of environmental due diligence at the former GE Glass Plant. Services included Phase I/II ESAs, Corrective Action Plan, Property Management Plan, oversight of Voluntary Corrective Action, design of a vapor intrusion mitigation system and acceptance into Kentucky's Brownfield Redevelopment Program.



Mark P. Saliga, P.E.

Principal, Senior Environmental Engineer

Mr. Saliga has accrued over 30 years of environmental consulting and engineering experience including: remedial action design and construction management for LUST projects, uncontrolled hazardous waste sites, RCRA facilities, and various solid waste management facilities. He currently serves as Principal and Branch Manager for Shield's Louisville office and has been with the firm since 2002.

Mr. Saliga has prepared numerous corrective action planning documents evaluating the feasibility and implementation of new and proven technologies in unusual situations. These activities have been conducted at industrial, commercial, brownfield and government sites. He has extensive experience with aerobic and anaerobic biodegradation as well as chemical oxidation of organic contaminants.

Home Office Address:
12600 Townepark Way, Louisville, KY 40243

Education:
B.S., Civil Engineering,
New Jersey Institute of Technology, 1991
M.S., Environmental Engineering,
University of Illinois at Urbana-Champaign, 1996

Licenses:
Licensed Professional Engineer,
Kentucky; Illinois; Indiana; Ohio; Pennsylvania; North Carolina

40-Hour Hazardous Waste Site Worker Certification
8-Hour Site Supervisor Training
OSHA Construction 10 Hour Certified
Kentucky Certified UST Installer / Remover

Affiliations:
Kentucky Society of Professional Engineers
Kentucky Certified Hazardous Materials Managers
Kentucky Certified Commercial Investment Managers

Project-Related Experience

- **Vogt Machine Company** – Principal / Project Manager for chlorinated solvent impacted groundwater site investigation and remediation in order to bring this historic manufacturing site back to productive use and job creation. Responsible for project budgeting, regulatory interface, stepwise site investigation and remedial action design/implementation for 7 Acre Plume. (project scope: $1,140,000).
- **Scribner Place Brownfield Redevelopment** – Design Engineer / Project Manager for large scale remediation and commercial redevelopment of a 5-acre tract contaminated with lead, arsenic, benzo(a)-pyrene, naphthalene, and other contaminants from historic former foundries, coal yards, and machine shops in downtown New Albany, IN.
- **Cornish Knit Goods** (former textile manufacturing and dry-cleaning site) - Project Manager for turn-key design and construction of an extensive air sparge/soil vapor extraction remedial system. System installation was accomplished for an area beneath the 4-story building during simultaneous renovation and conversion of the entire structure to a transitional residence for homeless men. (project scope: $850,000)
- **Derby Tank Car** - Project Manager for remedial evaluation & design along with construction engineering support & oversight at state lead Superfund site to facilitate site re-use by the local government. Responsible for overall project management including project budgeting / funding approval, investigative data interpretation, construction bidding document preparation, and implementation oversight. (project scope: $140,000)
- **Convention Center Hotel Brownfield Site Redevelopment** - Lead Project Engineer for the Louisville Metro Development Authority for the performance of Phase I and II Environmental Site Assessments along with remediation cost estimates to assist in redevelopment of the site as an upscale hotel property. Historic site activities included former bus depots, gas stations, and an electrical substation for electric trolleys causing PCB, lead, arsenic, benzo(a)pyrene, and naphthalene contamination.
- **Former Keller Manufacturing Company Brownfield Site Redevelopment** – Lead Project Engineer for reviewing historic environmental studies, identifying data gaps, Site Assessment Work Plan development and preparation of cost estimates for various remedial options to advance the site toward environmental closure and thus redevelopment for the Town of Corydon, IN.



Michael E. Morris, P.G.

Principal, Senior Professional Geologist

Mr. Morris serves Shield as a Senior Geologist and Project Manager. Since joining the firm in 1995, he has been involved with the preparation of work plans, cost analyses, and remedial investigations and overseeing corrective actions for numerous sites in the United States and abroad.

With over 30 years of industry experience as an environmental consultant, Mr. Morris has served as the Project Manager, Site Manager, Professional Geologist, or Project Geologist on numerous projects including state and federal Superfund sites from New York to California and abroad in Australia, Brazil, Germany, Austria and the Czech Republic.

Home Office Address:

948 Floyd Drive, Lexington, KY 40505

Education:

B.A. Geography, University of Kentucky, 1987
B.S. Geology, University of Kentucky, 1989
Grad. studies, Geology, University of Kentucky, 1989-91
40-Hour Hazardous Waste Site Worker Certification
8-Hour Site Supervisor Training

Registrations:

Registered Professional Geologist: Kentucky #112491, Arizona #36062, Tennessee #TN3844, Georgia #PG002069, Virginia#1971, North Carolina#2395
Licensed Asbestos Inspector (KY License No. 67822)
OPSTEAF Certified Contractor #1120

Affiliations:

Member, National Ground Water Association
Kentucky Society for Professional Geologists

Project-Related Experience

Project Manager/Site Manager/Project Geologist:

- **Federal Superfund Site** – Operation and maintenance of a groundwater treatment system at a TCE- contaminated site, Harlan, Kentucky (USEPA Region IV and KDWM – Superfund).
- **University of Kentucky** - Investigation and remediation of three sites containing buried experimental-grade herbicides and pesticides, Lexington, Kentucky (KDWM – Superfund Branch).
- **Lexington Transit Authority** – Senior Geologist and Site Manger at former GE Glass Plant. Services included Phase I/Phase II ESAs, Corrective Action Plan, Property Management Plan, voluntary corrective action and gaining acceptance into Kentucky's Brownfield Redevelopment Program.
- **Federal Superfund Site** – Remedial investigation and feasibility study at a former landfill site, Cumberland, Rhode Island (EPA Region 1).
- **Kentucky State Superfund Site** – Remedial investigation of the abandoned Middlesboro Tannery site in Middlesboro, Kentucky.
- **University of Kentucky** – Senior Geologist and Site Manager at a former gasoline service station. Additional services included the design of a vapor barrier system, voluntary corrective action, and gaining acceptance into the Kentucky Brownfield Redevelopment Program.



Edward W. Fisher, E.I.T.

Project Engineer

Mr. Fisher has accrued 8 years in the environmental field as a Project Engineer.

During his career, Mr. Fisher has accrued practical consulting experience including the coordination, oversight, and performance of: emergency response activities during hazardous material releases, stormwater and wastewater permitting for clients across the region, and due diligence activities prior to property transactions for commercial and industrial facilities.

Mr. Fisher also provides a wide range of industrial compliance services to clients, such as EPCRA reporting, and facility inspections related to air, water and waste.

Home Office Address:

948 Floyd Drive, Lexington, KY 40505

Education:

M.B.A., University of Kentucky, 2014
B.S. Civil Engineering, University of Kentucky, 2013

Registrations:

Engineer in Training – EIT No. 14627
American Society of Civil Engineers
OSHA 40-hour Hazardous Waste Operations and Emergency Response Training
CPR & First Aid Training, American Red Cross

Project-Related Experience

- Environmental compliance file review
- Monitored and maintained safety work conditions during the Mount Sterling arsenic remediation by monitoring particulate levels.
- Site compliance inspections and corrective action reports
- Development of Spill Prevention Control and Countermeasure (SPCC) plans, Stormwater Pollution Prevention Plans (SWPPP), Best Management Practices (BMP) plans, and Groundwater Protection Plans (GPP)
- Preparation of Kentucky Pollutant Discharge Elimination System (KPDES) permit applications, Socioeconomic Demonstration and Alternatives Analysis (SDAA) applications, No Discharge Certifications, and Discharge Monitoring Reports (DMRs)
- Contractor supervisor on state-led emergency response facility lagoon dewatering and demolition project in Middlesboro, Kentucky.
- Chemical evaluation and preparation of EPCRA 311, 312, and 313 submittals
- Delineation of subsurface contamination of a 412-acre project site utilizing Visual Modflow Flex and ArcGIS.
- Remediation calculations for injections of in-situ groundwater contamination treatment.
- Supervised remedial activities and ensured compliance with Agreed Order provisions for a State Superfund Site
- Industrial wastewater pilot studies



Chad von Gruenigen, P.G.

Mr. Von Gruenigen joined Shield Environmental Associates, Inc. as a Professional Geologist in November 2021. Prior to November 2021, Mr. von Gruenigen worked for the Kentucky Department for Environmental Protection (DEP) for 10 years. He spent 2 of those years in Wellhead Protection as a Geologist-in-Training. Followed by another 2 years in Compliance Assistance specializing in small business assistance. Later he spent 4 years as a Basin Coordinator focusing on Watershed Planning. The last 3 years of his career in state government he was a project manager and team lead in Superfund. During this time he also served as an Emergency Responder.

As project manager and team lead in the Superfund program, Mr. Von Gruenigen had oversight of federally funded projects. He assisted in the management of all aspects of the projects and the program.

Mr. Von Gruenigen has worked for Shield Environmental since November 2021. His duties include managing UST projects. He has managed over 30+ projects UST projects that include UST Tank Removals and remediation of contaminated sites.

Home Office Address:

948 Floyd Drive
Lexington, KY 40505

Education:

B.S. Geology, Eastern Kentucky University (December 2011)

Registrations/Training:

Professional Geologist (P.G)
40-Hour HAZWOPER, with 8-Hour Refresher
U.S. EPA PA/SI Trained
U.S. EPA Superfund 101 Trained
Certified Professional Environmental Educator
Watershed Watch Volunteer Trainer
AHA First Aid CPR AED Certification

Project-Related Experience

Project Manager:

- Has managed 30+ UST projects for Shield Environmental which includes tank removals and site remediation.
- Responded for the Commonwealth of KY at the Jim Beam Warehouse Fire (2019) in Versailles, KY. The fire resulted in a fire that engulfed 45,000 barrels (1.8 million gallons) of alcohol that was either burned or spilled into a nearby stream. The spill impacted two downstream water systems and created long-term environmental impacts to the groundwater.
- State project manager for multiple superfund sites including U.S. EPA Superfund: National Priorities List (NPL) sites; Lee's Lane Landfill, Smith's Farm, Caldwell Lace Leather, Newport Dump, etc.
- Represented the Commonwealth of KY Leitchfield Cleaners dry cleaner (2020) in Leitchfield, KY. The former dry cleaner was converted into apartments, passive soil gas and indoor air investigations were conducted, tenants were evacuated, and vapor mitigation system installed.
- Team lead for the Kentucky Department for Environmental Protection (DEP), Federal Superfund Section.
- Hanoverton, OH basement heating fuel spill response, impacted residence, domestic well, and aquifer remediation.

Abbie Jones, PE, PLS



Introduction

Ms. Abbie Jones is the founder and owner of Abbie Jones Consulting in Lexington, a Civil Engineering and Land Survey consulting firm in 2011. The firm includes 4 licensed Professional Land Surveyors, 2 LSIT, 2 licensed Professional Engineers, 1 EIT, as well as project managers, drafters, and field crew. Ms. Jones brings a fresh look at the engineering and survey industry, having worked in both the public and private sectors. She has a solid background in all aspects of project conception, design, and implementation with a strong reputation of solid performance, responsiveness, and accountability. Abbie is active in various professional engineering organizations and has brought her expertise to co-authored papers and new regulations.

Originally from Tennessee, Ms. Jones married a Kentuckian while working in Georgia, where she was honored as the 2005 Young Engineer of the Year. To support her husband's neuroscience studies in Georgia and fellowship in Texas she became a consultant and finally City Engineer for two cities: Hurst, TX and Milton, GA. Abbie has called Lexington her home since 2009.

AJC Highlights

2011 Abbie Jones began as a single surveyor and engineer in Central Kentucky and Tennessee as a 100% remote business

2012 AJC added traffic Counting equipment and awarded first KYTC, LFUCG and University of Kentucky contracts.

2013 Added interns from the University of Kentucky Engineering department, presentations trainings for 10KYTC and 1 KAMM events

2014 Purchased additional traffic counting equipment, won first zoning case before LFUCG, established AJC Fleet program

2015 AJC hired another PLS, Tim Woodcock, Third Party certification as WBE, awarded master agreement wit DECA and received KYTC survey contract

2016 AJC hired another engineer, increased KYTC prequalification categories offered, added services to WV (1 of only 3 women PLS)

2017 Added on demand contract with LG&E/KU. NAWIC Bluegrass Diamond Honoree, Tory Burch Fellows Program Finalist

2018 First AJC design for LG&E/KU is bid and construction, began elevation certificate program, Tim Woodcock became KAPS director

2019 First international Airport runway survey performed, Abbie Jones graduates from SBA Emerging Leaders program, added additional staffing in Atlanta

2020 100% remote business model flourishes during pandemic, addition of VA and OH licenses, AJC supports first maternity leave

2021 AJC added services to SC, AL and MS, added another PE, Joyce Followell, began large 3d model for ATL Hartsfield airport

2022 AJC added 2 engineering CAD technicians, a survey coordinator, drone, scanning and bathymetry surveys to our line of services. Enjoyed first year with $1m in revenue. Became SBA KY Division Remote Business of the year.

2023 Biggest year to date with 177 unique projects, with 233 tasks, and $1.3 million in invoicing up 23% from 2022.

Previous Personal Employment:

2009-2010 Nesbitt Engineering, Land Surveyor and Civil Engineer

2008-2009 City of Hurst, TX, City En
gineer and Floodplain Administrator.

2002-2008 Lowe Engineers, Atlanta, GA. Service to newly formed City of Milton, GA as first City Engineer by contract and project manager for Fortune 500 Client

2000-2002 Pond & Company, Atlanta, GA, Civil Engineer and GIS

1996-1999 Huddleston-Steele, Murfreesboro, TN, Drafting

EDUCATION

- Tennessee Technological University, Bachelor of Civil Engineering, 2000
- Southern Polytechnic State University, additional survey coursework 2004-2005
- Cincinnati State University, additional survey coursework 2020-2021
- Riverdale High School, 2 years of AutoCAD coursework (1994-1996)

REGISTRATIONS OR CERTIFICATIONS

- Professional Engineer (PE) in KY, GA, TN, WV, VA, MS, OH, SC, AL, TX, NCEES Record
- Professional Land Surveyor (PLS) in KY, GA, TN, WV, VA, MS NCEES Record

AFFILIATIONS (PAST/PRESENT)

- National Society of Professional Surveyors
- National Society of Professional Engineers-KY Bluegrass Past President
- Georgia Engineering Foundation-Past President

PUBLICATIONS & AWARDS

- 2022 SBA Small Business of the Year (Kentucky) Homebased Business
- NAWIC Bluegrass Diamond Award, 20
- Bluegrass Nominee for Kentucky Young Engineer of the Year 2011.
- Georgia Young Engineer of the Year 2005
- Co-author to survey chapters of KYTC Highway Design Guidance Manual
- KY ASCE 2011 Infrastructure Report Card
- Multiple Articles, Where We Live (Hurst) 2008-2009
- Editorial Board, Georgia Engineer , 2005-2007)
- Civil Engineering Body of Knowledge for the 21st century, January 2004, America Society of Civil Engineers. (co-author)
- ACEC Atlanta Future Leaders graduate, 2004

CONTACT INFORMATION

- E: abbie@abbie-jones.com
- C: 859.559.3443

Tim Woodcock, PLS



Introduction

Tim Woodcock is a Land Surveyor with Abbie Jones Consulting. Mr. Woodcock has over 40 years of surveying experience covering a wide range of applications, across the entire Commonwealth of Kentucky. Tim has lived his whole life in Pulaski County, Kentucky, and plans to retire to enjoy his garden and golfing in Somerset.

Tim provides office and field survey for our projects. Mr. Woodcock has extensive experience including Aerial Mapping, Utility, and Property Boundary Surveys for Aviation, Railroad lines, Commercial, Military Bases, Construction Staking, and Residential Properties.

Recent Large Projects & Farm Boundary Experience

- Hartsfield-Jackson Atlanta International Airport – Deicing Complex(2021-2022) 3d Model of new facility and connecting roadways and As Built drawings.
- KYTC Statewide Aviation (2015-Present) 74 task orders to date. We've completed surveys at every Kentucky regional airport. Our services have been used for PACS/SACS for NGS AGIS system, design surveys, runway marking, boundary and inventory.
- KDFWR Ataya, Leslie County, KY (2023) – Ongoing survey of the Leslie County portion of the Cumberland Forest WMA for the Kentucky Department of Fish and Wildlife Resources and The Nature Conservancy. The areas we are surveying will be a portion (15,000 acres) of a permanent public conservation easement of 54,000 acres. Role: Land Surveyor.
- Angel's Envy Henry Campus, Henry County, KY (2018 – present) – Asbuilt survey including drone surveys, traditional surveys, and scanning for roadways, dams, and new construction.
- CVG Runway 18L, Hebron, KY (2023) – Topographic Survey to FAA standards at the US's busiest airport. We surveyed the pavement replacement plan for the Western-most North/South Runway which is over 8000 feet long. We also worked on a survey for construction.

Previous Personal Employment:

2009-2015 TECO Coal Corporation, Administration Programs Manager
2008-2009 Precision Tech Solutions, Land Surveyor
2000-2008 Hinkle Contracting Corporation, Surveying Supervisor
1995-2000 Turner Land Surveying Company/Cumberland Surveying & Drafting Corporation, Land Surveyor
1983-1995 Interstate Coal Company, Assistant Land Surveyor. Crew Chief and instrument operator.

EDUCATION

- Pulaski County High School, Somerset, KY 1977
- Somerset Vocational Technical School Drafting Program 1976-1978
- EKU via Laurel County State Vocational Technical School Courses in CADD
- KY Tech Laurel Co Campus, PT Instructor 1995-97 for Autocad

REGISTRATIONS OR CERTIFICATIONS

- KY PLS 3124
- KAPS
- Grade Tech Level 1 and 2 (KY)
- Microsoft Access Level 1 & 2
- Microsoft Excel Level 1, 2, & 3
- Trimble Business Center
- KU Passport Trainer
- Dam Safety

CONTACT INFORMATION

- E: tim.woodcock@abbie-jones.com
- C: 859.227.7132

Eric Harris, PLS



Introduction

Eric Harris is a Professional Land Surveyor with Abbie Jones Consulting. Mr. Harris has over 20 years of surveying experience covering a diverse range of applications with a large focus on oil and gas work. Eric is originally from Flatwoods, KY and he enjoys camping, hiking, and cooking in his free time.

Recent Experience

- Frankfort Prevention Park Pump Station and Conveyances, Frankfort, KY -Lead Surveyor a 5-mile topographic survey for the design of a new forcemain and pump station to service an ever-growing medical center, local businesses and residential areas. Through the information we were able to provide to GRW (Prime) and City of Frankfort (Owner) they were able to provide a cost-effective option consolidating 9 pump stations and eliminate existing SSO and prevent future SOOs. The design will allow future development along the I-64 southwest of Frankfort. CVG airport: Topo of 2-mile runway. Role: Survey Party Chief and coordination
- Cincinnati/Northern Kentucky International Airport (CVG) Henton, KY - As a part of the Kenton County Airport Board's Airfield Pavement Management Program and to help make cost-effective decisions about pavement maintenance and rehabilitation, Abbie Jones was tasked to a pavement grade survey of the 11,000ft +/- runway 18C-36C, perform SUE Level B locates, and during the design stage we will be giving support to the geotechnical team.
- W6 Force Main and Conveyance Piping, Boone and Kenton Counties, KY – Lead surveyor and coordination of a topographic survey covering over 7 miles for a new forcemain and pump station. Through the information provided a design for a new forcemain and gravity sewer upsize will cross Banklick Creek at multiple locations and parallels and crosses Norfolk and CSX rail right over way to multiple locations
- KDFWR Ataya, Leslie County, KY (2023) – Ongoing survey of the Leslie County portion of the Cumberland Forest WMA for the Kentucky Department of Fish and Wildlife Resources and The Nature Conservancy. The areas we are surveying will be a portion (15,000 acres) of a permanent public conservation easement of 54,000 acres. Role: Project Manager and Survey Party Chief.

Previous Personal Employment:

2004-2021	Waymond Harris and Associates, Inc. Ashland, KY. Land survey party chief and drafter
2004	Lester Telemarketing, Wurtland, KY. Call center representative.

Education

- Russell Independent High School, Russell, KY Graduate 2004
- Trimble Business Center Training 2022

Registrations or Certifications

- KY PLS #4508
- OSHA 10
- TWIC
- Honorary Kentucky Colonel

Contact Information

- E: eric.harris@abbie-jones.com
- C: 606.694.1719

Jay Abbey



Education

- Henry Clay High School Lexington, KY

Registrations or Certifications

- First Aid/CPR
- NSPS Digital Leveling Course
- KYTC Enhanced Curved Signage

Contact Information

- E: jay.abbey@abbie-jones.com
- C: 859.338.7268

Introduction

Jay Abbey has a total of 28 years' experience in Field Surveys. Specializing primarily in US Government contracts, including bathymetric surveys, dam movement studies, and river revitalization studies with the U.S. Corps of Engineers. He has also had specialized training from the National Geodetic Survey in providing First and Second order leveling as well as advanced training in providing FAA standard surveys on airports throughout the United States. Jay has worked on various detailed location surveys on several Interstate Highway widening projects as well as State Highway design projects. He has worked on a wide variety of boundaries, construction layout, and topographic surveys including ALTA surveys in the state of Kentucky.

Recent Experience

- Traffic Data Collection support for Statewide Traffic Planning (sub to 3 primes), Statewide, KY (2012-present) - Work to date includes video turning movement counts, tube counts, and radar counts.
- KDFWR Ataya, Leslie County, KY (2023) – Ongoing survey of the Leslie County portion of the Cumberland Forest WMA for the Kentucky Department of Fish and Wildlife Resources and The Nature Conservancy. The areas we are surveying will be a portion (15,000 acres) of a permanent public conservation easement of 54,000 acres. Role: Field Surveyor.
- KYTC Statewide Aviation (sub to 1 prime), Statewide, KY (2015-Present) 74 task orders to date. We've completed surveys at every Kentucky regional airport. Our services have been used for PACS/SACS for NGS AGIS system, design surveys, runway marking, boundary and inventory.
- Angel's Envy Henry Campus, Henry County, KY (2018 – present) – Asbuilt survey including drone surveys, traditional surveys, and scanning for roadways, dams, and new construction.
- CVG Runway 18L, Hebron, KY (2023) – Topographic Survey to FAA standards at the US's busiest airport. We surveyed the pavement replacement plan for the Western-most North/South Runway which is over 8000 feet long. We also worked on survey for construction.

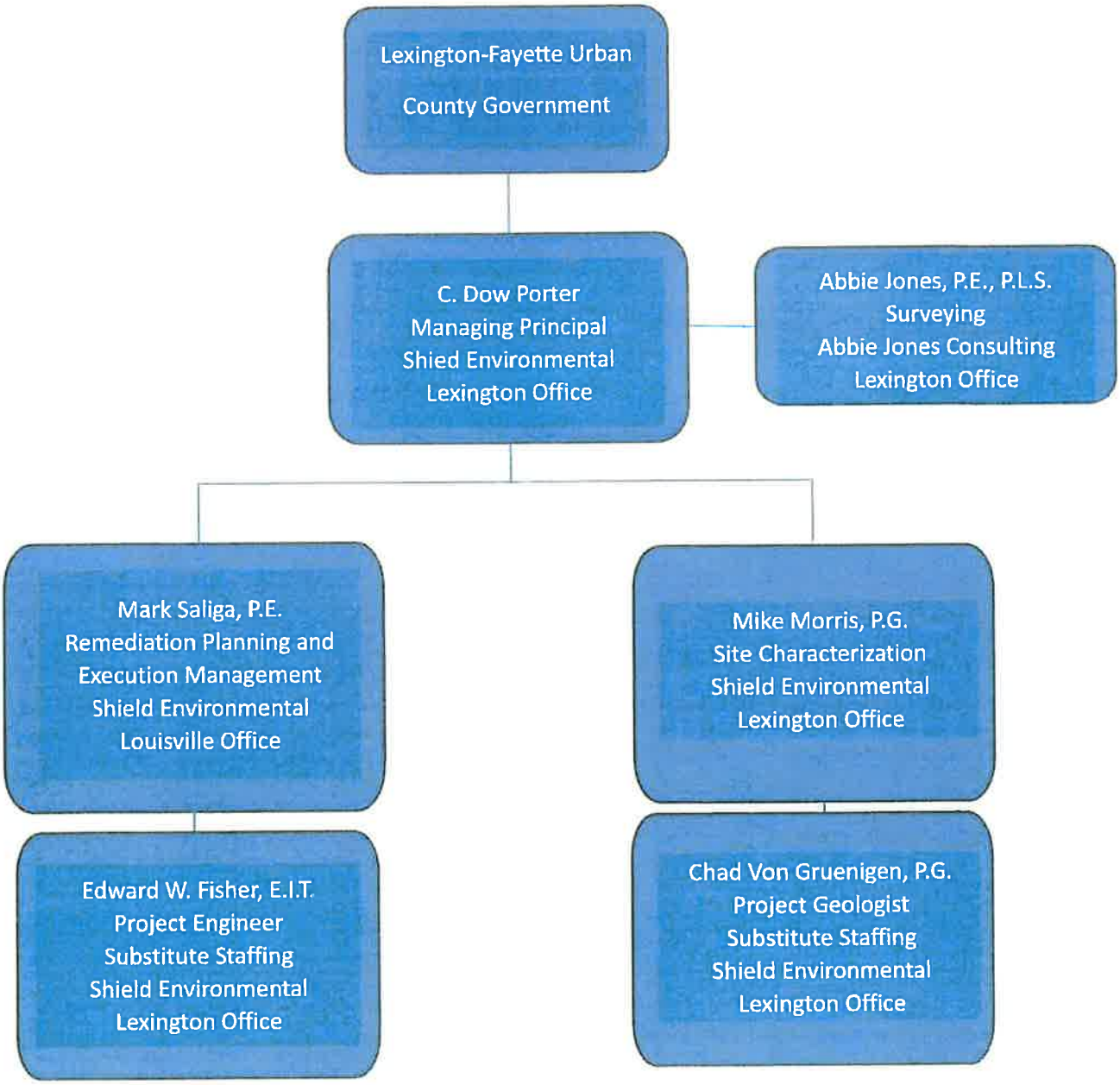
Previous Personal Employment:

2015	Contractor, CAD Drafting
2001-2010	GRW, Survey Party Chief, Aerial Surveys
1996-2001	MCS, Survey Party Chief.
1995-1996	EA Partners, Survey Party Chief.
1992-1995	Mitchell Engineers, Instrument Operator
1991-1992	Endicott and Associates

ORGANIZATION AND PERSON IN CHARGE OF PROJECT

Here is the information for the individual responsible for overseeing the project and an organizational chart illustrating the structure of the Shield team. The project lead for Shield Environmental will be C. Dow Porter, who serves as the Managing Partner of the company. You can reach him at the following contact information:

C. Dow Porter
948 Floyd Drive
Lexington, KY 40515
502-294-5155
Dow_Porter@shieldmw.com



4.LIST OF CLIENTS FOR WHICH SIMILAR WORK HAS BEEN PERFORMED

Our proposal for RFP 12-2024 Site Remediation 293 Southland Drive, Lexington, KY, includes a detailed list of previous clients, showcasing our extensive experience in similar projects. For each client, we provide the name, key contact information, and outline the specific projects we've completed, demonstrating our capability and expertise in the field of State Brownfield Redevelopment projects and environmental remediation. This evidence of our past successes underscores our qualification for this bid.

Client Contact	Project Name
University of Kentucky – Robert Kjelland, Phone (859) 257-3285, email: robert.kjelland@uky.edu	Central Parking Garage 5 (formerly Kennedy's Bookstore)
University of Kentucky – Robert Kjelland, Phone (859) 257-3285, email: robert.kjelland@uky.edu	Burley Tobacco Growers Association
GCH Insurance – John Hampton, Phone (859) 977-4873, email: johnwhampton@gchinsurance.com	AutoTech Service
Traditional Bank – Dan Mason, Phone (859) 533-2959, email: dmason@traditionalbank.com	Midas Muffler
Alltech® - Mark Coffman, Phone (859) 753-6242, email: mcoffman@lexingtonbrewing.com	Blue Grass Treated Wood
UCD Midland, LLC – Scott Shapiro, Phone (347) 633-0157, email: sdshapiro@gmail.com	Lexington Cut Stone
Roberts Heavy Duty Towing – Lee Roberts, Phone (859) 797-1779, email: LeeRoberts@robertsheavydutytowing.com	Baker Iron & Metal
JPG Financial, LLC - Joe Gay, Phone (859) 420-8776, email: joegay420@yahoo.com	Ledvance
Castle & Key – Will Arvin, Phone (859) 576-2400, email: will@castleandkey.com	Old Taylor Distillery
LFUCG – Greg Lubeck, Phone (859) 258-3446, email: glubeck@lexingtonky.gov	Webbs Dry Cleaner

5.FIRM REFERENCE PROJECTS





PROJECT: EnerSys
Richmond, Kentucky

SERVICES:
Preparation of Work Plans and Project Scope of Work
Conducted Site Investigations & Waste Characterizations
Prepared Corrective Action Plans
Conducted Soil Remediation and Disposal
Particulate Air Monitoring
Stormwater Drainage Improvements and Management
Site Restoration Activities

Shield Team: C. Dow Porter, Mike Morris P.G.

DESCRIPTION:

Shield was retained to perform a site investigation due to a potential release of lead. Shield developed a thorough site investigation plan and delineated the lead impacts and characterized the wastes for proper off-site disposal. A handheld X-ray fluorescent analyzer was utilized to provide real-time field measures of lead concentrations. A comprehensive Correction Action Plan (CAP) to remediate the impacts was developed and approved by KDEP. Shield retained and provided oversight of contractors utilized during CAP implementation. Due to sensitive properties within close proximity of the site, real-time monitors were utilized to continuously evaluate for elevated particulates. During the initial phase of the project, a total of 1,834 tons of non-hazardous waste along with 80 tons of hazardous waste were removed from the site. A second phase involved the excavation and disposal of over 2,600 tons of characteristically hazardous lead waste. Following remedial activities, Shield prepared and submitted a Correction Action Completion Reports and received Notice of Completion Option C from KDEP's Superfund Branch.

VALUE ADDED:

Shield efficiently managed the site investigation and remediation taking only 154 days between submission of the CAP and receipt of Notice of Completion Option C (Clean Closure Restored). Although buried asbestos material was discovered during remedial activities, the initial phase of the project was completed for $464,000 which was $35,000 less than the approved budget. The second phase of hazardous waste removal was completed for $1,376,000.





PROJECT: Derby Tank Car Superfund Site
Ekron, Kentucky

CLIENT: Kentucky Division of Waste Management – Superfund Branch
Nathan Hancock: (502) 564-6716

SERVICES: Preparation of Work Plans & Site Investigation Activities
Surface, Subsurface and Groundwater Sampling
Evaluation of Area Water Supplies
Interviews and Meetings with Community Leaders and Residents
Site Characterization and Corrective Action Plans
Remedial Design, Contractor Bid Specifications, and Oversight

Shield Team: C. Dow Porter, Mark Saliga, P.E.

DESCRIPTION:

The site is located on approximately 42 acres in size, outside of Ekron (Meade County), Kentucky. Originally operating as a distillery, the facility later became home of the Derby Tank Car Cleaning and Manufacturing company (DTC). The DTC operations consisted of cleaning, repairing, painting and lining railroad cars. The site was abandoned in the early 1990s and because potentially responsible parties could not be identified the state assumed responsibility for mitigating the site.

VALUE ADDED:

Shield's ability to assimilate and evaluate incomplete and conflicting historical data allowed this project to move forward. Regulatory and community concerns were addressed in a cost effective manner and the use of exploratory trenching coupled with real time data evaluation enabled Shield to fully characterize this site within budget constraints. Shield's approach transferred this site from a non quantifiable liability and eyesore for the citizens of Kentucky to a manageable remedial project with overall construction costs of approximately $800,000. The remedial activities were completed in 2008.





PROJECT: Tipton Pond Remediation
Former Southern Wood Treatment Company
Mt. Sterling, Kentucky

CLIENT: Kentucky Division of Waste Management (KDWM)
Eric Brown
(502) 782-6567

SERVICES: Evaluated Historic Site Data
Prepared Project Scope of Work Plans
Conducted Site Characterization (Delineation & Waste Characterization)
Prepared Remedial Design Outline Documents
KPDES and USACE Wetland Disturbance Permitting
Prepared Remediation Construction Plans & Specifications
Conducted Remedial Construction Oversight & Documentation
Prepared Remedial Action Completion Report

SHIELD TEAM: C. Dow Porter, Mark Saliga, P.E., Mike Morris, P.G.

DESCRIPTION:

Shield was retained by the KDWM to design and implement remediation of Arsenic contaminated soil and water at the site. The environmental impacts at the site were a result of treating wood with ammoniacal copper arsenate (ACA) at the adjacent Former Southern Wood Treatment Company site. Shield first evaluated extensive historic data to prepare project work plans and then performed environmental site characterization activities for contamination delineation and waste characterization. Based on the results of this, Shield prepared Remediation Construction Plans & Specifications along with KPDES and Wetlands Permitting. During construction activities, Shield conducted Construction Oversight & Documentation on behalf of the KDWM to ensure compliance with the design.

VALUE ADDED:

Shield expedited site characterization activities to facilitate a cost-effective remedial design which allowed for targeted soil removal and therefore limited the volume of soil to be remediated. The Shield design also took advantage of site-specific features to eliminate disturbances to surrounding properties. Project construction bids were $557,000, resulting in over $235,000 of savings compared to the project budget.





PROJECT: Mercury Impacted WWTP Trickling Filter Abatement
Corbin, Kentucky

CLIENT: City Utilities Commission of Corbin (CUC)
Ronald Herd, General Manager (606) 528-4026

SERVICES: Preparation of Work Plans & Site Investigation Activities
Contractor Bid Specifications
Oversight of Material Screening, Removal & Disposal
Disposal Characterization and Clearance Sampling
Building Structure Demolition
Oversight of Site Restoration
Comprehensive Remediation Report

Shield Team: C. Dow Porter, Mike Morris, P.G, Mark Saliga, P.E.

DESCRIPTION:

Upon receipt of a NOV for mercury discharges, Shield was retained by CUC to conduct site investigation activities and consulting services. Based upon the findings of Shield's investigation, the NOV was rescinded, but CUC decided to remove the former Trickling Filter structure to prevent future mercury releases. Subsequently, Shield prepared an Abatement Work Plan for approval by Kentucky Division of Waste Management and prepared a Project Manual with bid specifications for contractor selection. During abatement, Shield provided direct oversight of contractor activities and consulting services for waste disposal needs. A total of 40,000 lbs of mercury impacted material was removed and disposed, the former Trickling Filter structure was demolished, and the area was restored. The site received a clean closure letter from KDWM.

VALUE ADDED:

Shield's media screening and creative abatement plan resulted in over $150,000 in contractor cost savings for CUC. The investigation, abatement design, waste characterization, clearance sampling, and oversight services were all performed on time and within the established budget. The total project expense, including contractor fees, was completed for $265,400.

6.LOCAL OFFICE

Shield Environmental serves as the principal contractor for the project, with **Abbie Jones Consulting** acting as a key subcontractor. Both firms are committed to leveraging their local offices to maximize the project's success, underscoring our dedication to community involvement and local expertise.

Shield Environmental was established in 1985 and has since evolved into a leading, privately-owned environmental consulting and engineering firm. With a rich history of serving industrial, municipal, commercial, and private sectors both in the U.S. and internationally, Shield is renowned for its comprehensive expertise in environmental, sanitary, and civil engineering, as well as in the sciences of air quality, geology, hydrogeology, biology, chemistry, and soil sciences.

Our Lexington, Kentucky, office, established as our headquarters, is the heart of our operations, housing 24 of our 28 professionals. This office is poised to deliver 75% of the work for the current project, emphasizing our commitment to employing local talent and resources. Additionally, our satellite office in Louisville, Kentucky, contributes 4 professionals to our dynamic team. Shield's leadership, comprising individuals with vast experience in both multinational corporations and state government, ensures unparalleled project insight and execution.

Abbie Jones Consulting, established in 2011, has rapidly grown to a team of 16 dedicated staff, with Ms. Abbie Jones herself being a licensed professional engineer and surveyor in multiple states. This firm pledges to allocate 85% of the project workload to its local staff, further reinforcing the project team's commitment to local expertise and community engagement.

Both firms not only boast significant local presence and expertise but also a shared vision of delivering safe, compliant, effective, and cost-efficient solutions tailored to the project's needs. Our combined local office staffing and utilization plans are designed to ensure that the vast majority of project services are performed by local professionals, thus supporting the local economy and ensuring a deep understanding of local environmental and regulatory contexts.

This collaboration between Shield Environmental and Abbie Jones Consulting, leveraging our strong Lexington presence and deep-rooted expertise, stands ready to meet and exceed the project's requirements, ensuring success through local engagement and specialized capabilities.

7. Disadvantaged Business Enterprise (DBE) Involvement

In line with the request for proposals (RFP) from the Lexington-Fayette Urban County Government and its goals for subcontracting to Disadvantaged Business Enterprises (DBEs), Shield Environmental is committed to fulfilling the mandate that a minimum of ten percent (10%) of the total project value be subcontracted to DBEs. We are dedicated to this cause and have made concerted efforts to collaborate with both DBE and Women's Business Enterprises (WBE) to meet these objectives.

Shield Environmental is pleased to report that the bulk of the tasks outlined in the RFP are within our expertise and will be executed by our skilled team. For specific services that are beyond our primary skills, such as

surveying and laboratory analysis, we have sought out and established partnerships with certified subcontractors to align with the inclusivity aims of the RFP.

For the project's surveying needs, we have formed a partnership with **Abbie Jones Consulting**, a certified WBE known for its surveying and engineering services. This partnership not only augments our team with crucial skills but also aligns with the RFP's diversity objectives by involving a woman-owned business for a substantial part of the subcontracted tasks.

We have successfully established a partnership with **Merit Laboratories, Inc.**, a certified DBE. This collaboration ensures that the laboratory analysis component of the project adheres to the RFP's diversity and inclusivity goals..

In adherence to the RFP's requirements, we are ready to provide a comprehensive account to the EEO Officer and the Director of the Division of Purchasing. This account will detail our extensive outreach efforts, the initial challenges faced in engaging a DBE laboratory, and the eventual successful partnership with Merit Laboratories, Inc., highlighting our commitment to broadening the inclusion of diverse suppliers despite earlier constraints.

Additionally, we remain receptive to advice and support from the Urban County Government agency in identifying and engaging with DBE subcontractors for future projects or later phases of this project, to meet and support these critical goals continuously.

Shield Environmental is dedicated to creating an inclusive and diverse project environment, demonstrated through our engagement with a **Abbie Jones Consulting**, (WBE) for surveying tasks and with **Merit Laboratories, Inc**. (DBE) for laboratory analysis.

8.STATEMENT OF HOURLY RATE

We are pleased to present detailed statement of Shield hourly rates in **Appendix I,** for our dedicated team members anticipated to contribute to the project(s). This encompasses project managers, project engineers, engineering/CAD technicians, clerical staff, and our proficient two-man survey party crews. Each position title, as outlined in the Project Team section, is assigned specific hourly rates to ensure clarity and transparency. Accompanying this proposal is a meticulously prepared spreadsheet that offers an estimate of the overall project completion cost. This estimate is based on our quoted hourly rates in conjunction with the projected hours required by each team member. Our aim is to deliver unmatched value and precision in forecasting the financial aspects of your project, ensuring a seamless and efficient collaboration.

Cost Estimate									
Site Remediation									
293 Southland Dr. Lexington, KY									
Shield Proposal No. 24-055									
		TYPE OF	**UNIT**	**NUMBER**	**EXTEND.**		**MARK**	**Sub-**	**GRAND**
ITEM		**UNIT**	**COST**	**OF UNITS**	**COST**		**UP**	**Total**	**TOTAL**
	Task 1								
1	**Project Preparation and Planning- HASP, Contractor Procurement**								
	Principal	hour	$175	3	$525				
	Project Manager	hour	$155	6	$930				
	CADD	hour	$75	1	$75				
	Private Utility Locate	each	$1,200.00	1	$1,200				
	Mileage	mile	$0.85	13	$11				
						$2,741		$2,741	
	Total								$2,741
2	Subsurface Soil Evaluation								
	Principal	hour	$175	3	$525				
	Professional Geologist	hour	$145	16	$2,320				
	CADD	hour	$75.00	1	$75				
	Geoprobe 7822 DT w/ DT22 Tooling	day	$1,200.00	1	$1,200				
	Geoprobe Operator	hour	$85.00	10	$850				
	Bentonite	each	$24.00	5	$120				
	DT22 5' Liners w/ core catchers	ech	$9.00	75	$675				
	Patch Material	LS	$50.00	2	$100				
	PID Meter	Day	$100.00	2	$200				
	Mileage	Mile	$0.85	26	$22				
	Per Diem	day	$25.00	4	$100				
	Sample Supplies	each	$3.00	50	$150				
	Sub Total					$6,337		$6,337	
	VOC Soil Sample (Merit Labs)	each	$102.00	50	$5,100	$5,100	15%	$5,867	
	Sample Shipping	LS	$100.00	1	$100	$100	15%	$115	
	Survey Contractor (Abbe Jones Consulting)	LS	$4,000.00	1	$4,000	$4,000	15%	$4,600	
	Total							$16,789	$16,789
3	**Groundwater Evaluation**								
	Principal	hour	$175	3	$525				
	Professional Geologist	hour	$145	8	$1,160				
	CADD	hour	$75	1	$75				
	Geoprobe 7822 DT w/ DT22 Tooling	day	$1,250	1	$1,250				
	Geoprobe Operator	hour	$85	8	$680				
	Bentonite	each	$24	5	$120				
	Temporary Assessment Wells	each	$250	5	$1,250				
	Geoprobe Operator	hour	$79	12	$948				
	Patch Material	LS	$50	2	$100				
	Mileage	Mile	$0.85	26	$22				
	Per Diem	day	$25	2	$50				
	Sampling Supplies	each	$14	5	$70				
	Measuring Wheel	day	$10	1	$10				
	Sub Total					$6,260		$6,260	
	VOC Water Sample (Merit Labs)	each	$102	5	$510	$510	15%	$587	
	Sample Shipping	LS	$50	1	$50	$50	15%	$58	
	Total								$6,904
4	**Waste Characterization, EPA ID & Profiling**								
	Principal	hour	$175	8	$1,400				
	Project Manager	hour	$155	12	$1,860				
	EPA ID No	LS	$300	1	$300				
	Sub Total					$3,560		$3,560	
	TCLP - VOCs (Merit Labs)	each	$150	4	$600	$600	15%	$690	
	Total								$4,250
	Task 2								
5	**Remediation Plan**								
	Principal	hour	$175	16	$2,800				
	Senior Project Manager	hour	$165	16	$2,640				
	Professional Engineer	hour	$145	30	$4,350				
	Project Manager	hour	$150	30	$4,500				
	Project Staff	hour	$115	16	$1,840				
	Design / Draftsperson	hour	$75	4	$300				

	Measuring Wheel	day	$10	1	$10				
	Truck Mileage	Mile	$0.85	13	$11				
	Truck Mileage	Mile	$0.85	384	$326				
						$16,777		$16,777	
	Total								$16,777
6	Building Demolition Plan								
	Principal	hour	$175	0	$0				
	Senior Project Manager	hour	$165	10	$1,650				
	Professional Engineer	hour	$145	20	$2,900				
	Project Manager	hour	$150	20	$3,000				
	Project Staff	hour	$115	0	$0				
	Design / Draftsperson	hour	$75	4	$300				
						$7,850		$7,850	
	Total								$7,850
7	Construction Contract Documents								
	Principal	hour	$175	16	$2,800				
	Senior Project Manager	hour	$165	32	$5,280				
	Professional Engineer	hour	$145	60	$8,700				
	Project Manager	hour	$150	20	$3,000				
	Project Staff	hour	$115	0	$0				
	Design / Draftsperson	hour	$75	20	$1,500				
	Truck Mileage	Mile	$0.85	40	$34				
	Truck Mileage	Mile	$0.85	256	$218				
						$21,532		$21,532	
	Total								$21,532
8	Bidding Assistance and Construction Administration and Oversight								
	Principal	hour	$175	20	$3,500				
	Senior Project Manager	hour	$165	40	$6,600				
	Professional Engineer	hour	$145	48	$6,960				
	Project Manager	hour	$150	84	$12,600				
	Project Staff	hour	$115	160	$18,400				
	Design / Draftsperson	hour	$75	10	$750				
	Per Diem	day	$25	20	$500				
	Truck Mileage	Mile	$0.85	600	$510				
	Sub Total					$49,820		$49,820	
	Survey Contractor (Abbe Jones Consulting)	LS	$4,000.00	1	$4,000	$4,000	15%	$4,600	
	Total								$54,420
9	Property Management Plan Update								
	Principal	hour	$175	2	$350				
	Project Geologist	hour	$145	4	$580				
	Design / Draftsperson	hour	$75	2	$150				
						$1,080		$1,080	
	Total								$1,080
	Total Project Estimate								$132,263
	Lump Sum Value for Additional Stakeholder /Property Owner Meetings Above Minimum								$700

9. ANTICIPATED SCOPE OF WORK

This section outlines the comprehensive Site Characterization and Remedial Action Plan Scope of Work developed by Shield Environmental Associates, Inc. in response to Request for Proposal (RFP) #12-2024. Our proposal is crafted to address the complex environmental concerns associated with the specified site, leveraging our extensive expertise in engineering and environmental consulting. The scope of work is divided into critical tasks, each designed to thoroughly assess and mitigate potential environmental hazards prior to

redevelopment activities. Our approach is grounded in rigorous scientific methodology and adheres to both federal and local environmental regulations, ensuring a comprehensive understanding and resolution of the site's environmental challenges. By executing this scope of work, Shield aims to facilitate a safe, efficient, and environmentally responsible site remediation, paving the way for future development while safeguarding public health and the environment.

ENVIRONMENTAL SAMPLING AND ASSESSMENT

Subsurface Soil Evaluation

Previous investigations conducted at the subject site have found detectable concentrations of tetrachloroethylene (PCE) and cis 1,2-dichloroethylene (cis-1,2 DCE) in soil samples collected under and adjacent to the existing building. Shield estimates that approximately 20-25 soil borings will need to be advanced using one of Shield's Geoprobe® direct-push drill rigs to fully characterize subsurface soils within the proposed Voluntary Removal Area shown in **Figure 1 in Appendix A**. The main objective of the extensive sampling within the remediation zone is to help reduce the volume of soil that will require disposal as hazardous waste.

Soil samples should be collected continuously on a 2-foot interval to bedrock refusal and field screened with a calibrated photoionization detector (PID) for the presence of volatile organic compounds (VOCs). A previous site investigation showed bedrock refusal from 5.7 to 7.7 feet below ground surface. It is recommended that two (2) samples from each boring with the highest field screening results be submitted to the laboratory for VOC analysis using USEPA SW-846 Method 8260B. Proposed soil boring locations are shown in **Figure 1 in Appendix A**.

Groundwater Evaluation

Trichloroethylene (TCE), vinyl chloride, PCE, and cis-1,2 DCE have been detected above their established Federal Maximum Contaminant Levels (MCLs) under and downgradient of the existing building.

Based on the laboratory results from previous investigations, Shield estimates that 3 to 5 temporary assessment wells (TAWs) will be required to assess the extent of groundwater impacts at the site.

Each TAW should be installed to the soil/bedrock interface with 5 feet of 0.010-inch slotted screen PVC. Groundwater samples collected from each TAW should be analyzed in the laboratory for VOCs using USEPA SW-846 Method 8260B.

Waste Characterization

It is important to note that soils impacted with solvents used in known dry-cleaning operations are likely to carry one or more hazardous waste codes. The potential Resource Conservation and Recovery Act (RCRA) waste codes for this soil would be F001, F002 (spent halogenated solvents), U210 (virgin solvent), and 0039 (tetrachloroethylene). In order for the soil to not carry these codes, analytical testing data demonstrating the soil no longer contains detectable levels of the source ingredient would be necessary. As such, in light of the data analyses contained within a previous Phase II ESA report, there's a strong likelihood that soil removed from the subject site will carry several codes and will need to be

disposed of in a Subtitle C hazardous waste landfill.

Following the initial subsurface site investigation outlined above, additional sampling will likely be necessary for TCLP VOCs to satisfy Subtitle C hazardous waste landfill requirements for the impacted soil and Subtitle D disposal facility's requirements for the disposal of any non-impacted material that originates from an area of known or suspected impacts.

Shield will assist LFUCG in obtaining a "Contained-In Determination" for the impacted material at the site. A "Contained-In" Determination is designed to allow environmental media (debris, soil, sediment, and water) contaminated with a listed hazardous waste (F, K, P or U waste codes) to be disposed of in a permitted solid waste facility only if the concentrations of the listed contaminants present are below certain levels. In the event that a Contained-In Determination can not be obtained, Shield will prepare the necessary documents required for LFUCG to obtain an EPA Hazardous Waste Generator ID for the waste requiring disposal as hazardous as well as the documents required to set up a waste profiles with the selected Subtitle C and Subtitle D facilities.

REMEDIATION PLANNING AND EXECUTION MANAGMENT

After the Sampling and Assessment activities described above are completed, Shield will then implement remediation planning and execution for the site. These activities will include the following along with all warranted meetings with LFUCG personnel and/or state regulators:

- *Remediation Plan* preparation;
- *Building Demolition Plan* preparation;
- Construction Contract Documents preparation (*Plans & Specifications*);
- Bidding Assistance and Construction Administration;
- Remediation Oversight; and,
- Property Management Plan updates.

Below is an outline of the activities which Shield will accomplish to complete the scope of services outlined in this RFP. Shield will use our extensive experience with similar re-development projects to implement these activities so that, utilizing information provided by LFUCG related to future property use, the remediation and thus planned re-development of the Southland Drive property will be accomplished with minimal interruptions and in the most cost-effective manner possible.

Remediation Plan

Based on the results of the completed environmental assessment activities at the site, Shield will prepare a *Remediation Plan* for the Project which will include; 1) an analysis of cleanup alternatives, 2) detailed environmental remedial steps to be implemented, 3) identification of goals to achieve site closure (i.e., full or partial clean closure letter) from the Kentucky Division of Waste Management (KDWM), and as a stand-alone document, 4) an estimate of probable costs. Specifically for this Southland Drive Project, it is currently anticipated that the *Remediation Plan* will address, at a minimum, removal of surface and/or subsurface hazardous substances from the site in areas of the proposed sewer alignment. Based on LFCUG's overall long-term objectives for the property, the plan for removal of hazardous substances may be designed as "complete" or "surgical" in nature. If, for example, LFCUG's long-term goal for this site is to achieve a full

"clean" closure letter from the KDWM, then "complete" removals may be warranted. On the other hand, if LFCUG's goal for this site via this Project is to only obtain a partial "clean" closure letter from the KDWM, then a "surgical" removal may be warranted. These options will be flushed out and decided in Shield's collaboration with LFCUG on this Project during development of the *Remediation Plan.*

The *Remediation Plan*, through an analysis of cleanup alternatives, will also evaluate potential exposure pathways based on the potential future use of the site by the LFCUG. Shield will use this evaluation to develop cleanup objectives for the proposed remediation and gain approval by the KDWM. The *Remediation Plan* will provide a Feasibility Study which will include an evaluation of remedial alternatives and thus select the most appropriate and cost-effective alternative for implementation designed to meet LFCUG's overall objectives for the site. Each cleanup alternative will be evaluated for, effectiveness, feasibility, and cost.

The *Remediation Plan* will provide the basis for development of required Contract Documents for implementation of the remediation and will include, related to the removal of hazardous substances from the site, the following:

- Quantity of material to be removed from the site (impacted soils, impacted groundwater, building slabs, and foundations,
- Determination of a disposal location(s) for removed material(s), including preparation of all profiles, and obtaining all necessary approvals for transport and disposal of the material,
- Measures necessary to prevent hazardous substances from migrating into the "clean" corridor of the site from surrounding soils,
- Training requirements for employees on the site conducting remediation efforts, and
- An outline of all required permits for execution of the *Remediation Plan* (possibly KYDOW Stream Construction Permit, Kentucky Division of Air Quality Demolition Permit, etc.),

The *Remediation Plan* will also outline warranted coordination with the Kentucky Division of Waste Management to obtain a full or partial "clean" closure letter for the site. It is understood that "clean" means the corridor is remediated to the residential allowable levels as defined in the Regional Screening Level Tables (for soil) or the federal MCLs (for water).

Additionally, as a stand-alone document, an Opinion of Probable Cost for the remediation, including but not limited to; material removal, transportation to and disposal at an appropriate facility, along with site restoration and stabilization will be prepared for LFUCG. It is understood that all work shall comply with the previously KDWM approved *Property Management Plan* for the Southland Drive site.

As part of this activity, Shield will coordinate and attend all warranted meetings with LFUCG staff such as review of the *Remediation Plan* at both the 50% and 100% completion stage.

Building Demolition Plan

As building demolition work is dangerous with many safety hazards and risks, a *Building Demolition Plan* is extremely important to manage those risks. While unique hazards and risks apply to each demolition work site, below are the most common that Shield may address in the *Building Demolition Plan*:

- Structural integrity of the existing structure;
- Surrounding buildings or structures;

- Hazardous material elimination from the building;
- Asbestos Containing Materials (ACM) management from within the structure in an environmentally conscious way;
- Site access and egress;
- Protection of power lines, water mains, gas lines, sewerage or other process lines either underground or above-ground;
- Disconnection of essential building utilities;
- Management of hazardous noise from demolition work; and
- PPE required for workers and other personnel.

Based on the results of the completed environmental assessment activities, Shield will prepare a *Building Demolition Plan* for the Project. The *Building Demolition Plan* will outline the work involved, assess the site risks, document the work to be accomplished and outline required safety procedures. The *Building Demolition Plan* will include:

- Overview of work;
- Identification of hazards and risks; and
- Notification of authorities.

First, the *Building Demolition Plan* will outline the demolition work scope. This will include where and when the work will occur along with key personnel and their responsibilities. Additionally, the type, height and overall size of the structure(s) to be demolished will be documented, along with the time frame to complete the work. In the overview, the *Building Demolition Plan* will also note pre-work considerations. This includes assessment of surrounding factors like public roads, or underground/above ground essential services like gas, water mains and/or power lines.

Next, the *Building Demolition Plan* will assess risk. Importantly, this assessment will identify safety hazards, risks, and determine appropriate control measures to carry out the work safely. In addition, the *Building Demolition Plan* will identify potential damage, and steps to mitigate, to the environment because of the planned demolition work.

Additionally, the *Building Demolition Plan* will describe any Permits from relevant regulatory authorities that may be required for the demolition work. This may include ACM removal plans & permits, air emissions permits, and stormwater management permits.

Construction Contract Documents

To implement the scope of work outlined in the *Remediation Plan* and the *Building Demolition Plan* outlined above, Shield will prepare *Construction Contract Documents* (i.e. Plans & Specifications) for Public Bid for the Project.

These *Construction Contract Documents* will include Construction Specifications which will detail the work to be accomplished and the quality of workmanship required. The Specifications will be utilized in conjunction with Construction Plans (i.e., Drawings) for the Project. Through the development of the *Construction Contract Documents*, Shield will work to take advantage of the following to ensure successful implementation of both the *Remediation Plan* and the *Building Demolition Plan*:

- In-Depth design & analysis of the site to produce the most cost-effective and value-added design for the work;
- Enhanced collaboration between Shield, LFUCG and the sewer extension design team to seek out synergies for an optimal remediation design;
- Creative Problem-Solving with flexibility to change the design approach if warranted; and
  Definition of construction costs. Knowing the cost of construction via the For Bid process before project construction begins will limit the financial exposure of LFUCG; and
- Because this is a "specialty project" for LFUCG, Shield will work to allow LFUCG to tackle this challenging Project with minimal issues throughout construction.

The *Construction Contract Documents* will be in the form of a Bid Set which will be presented to the LFUCG's Division of Water Quality Project Manager for approval prior to advertisement for Public Bids. Once Bids are received and the Contractor is selected, a Final Construction Set of the *Construction Contract Documents* will be prepared and presented to LFUCG's Division of Water Quality Construction Manager at a Pre-Construction Meeting.

As part of this activity, Shield will coordinate and attend all warranted meetings with LFUCG staff such as review of the *Construction Contract Documents* at both the 30% and 90% completion stage.

Bidding Assistance and Construction Administration

As part of the preparation of the *Construction Contract Documents*, Shield will work to assist the LFUCG Division of Purchasing with bidding services. This assistance will include:

- Advertisement for Bid;
- Coordinating and preparation of meeting summary of the Pre-Bid Conference;
- Preparation of Addenda and assisting Purchasing with any Addenda;
- Preparation of a Bid Tabulation and a letter of Recommendation to Award; and
- Preparation of a meeting summary of the Pre-Construction Conference.

After a Contractor is selected for the demolition and remediation work, Shield will work to assist the LFUCG with construction administration services, including:

- Review and process shop drawings;
- Daily site observation/monitoring;
- Review monthly pay requests from the Contractor;
- Coordinate and respond to Requests for Information (RFI) and Change Order (CO) requests;
- Coordinate and prepare documents necessary for the approval of Contract Change Orders;
- Schedule, conduct, and prepare meeting summaries of construction progress meetings;
- Attend and prepare meeting summary of a "Punchlist" Meeting;
- Prepare Record Drawings; and
- Prepare Project closeout documents (Engineer's Certification, Notices of Termination of permits, etc.)

Property Management Plan Update

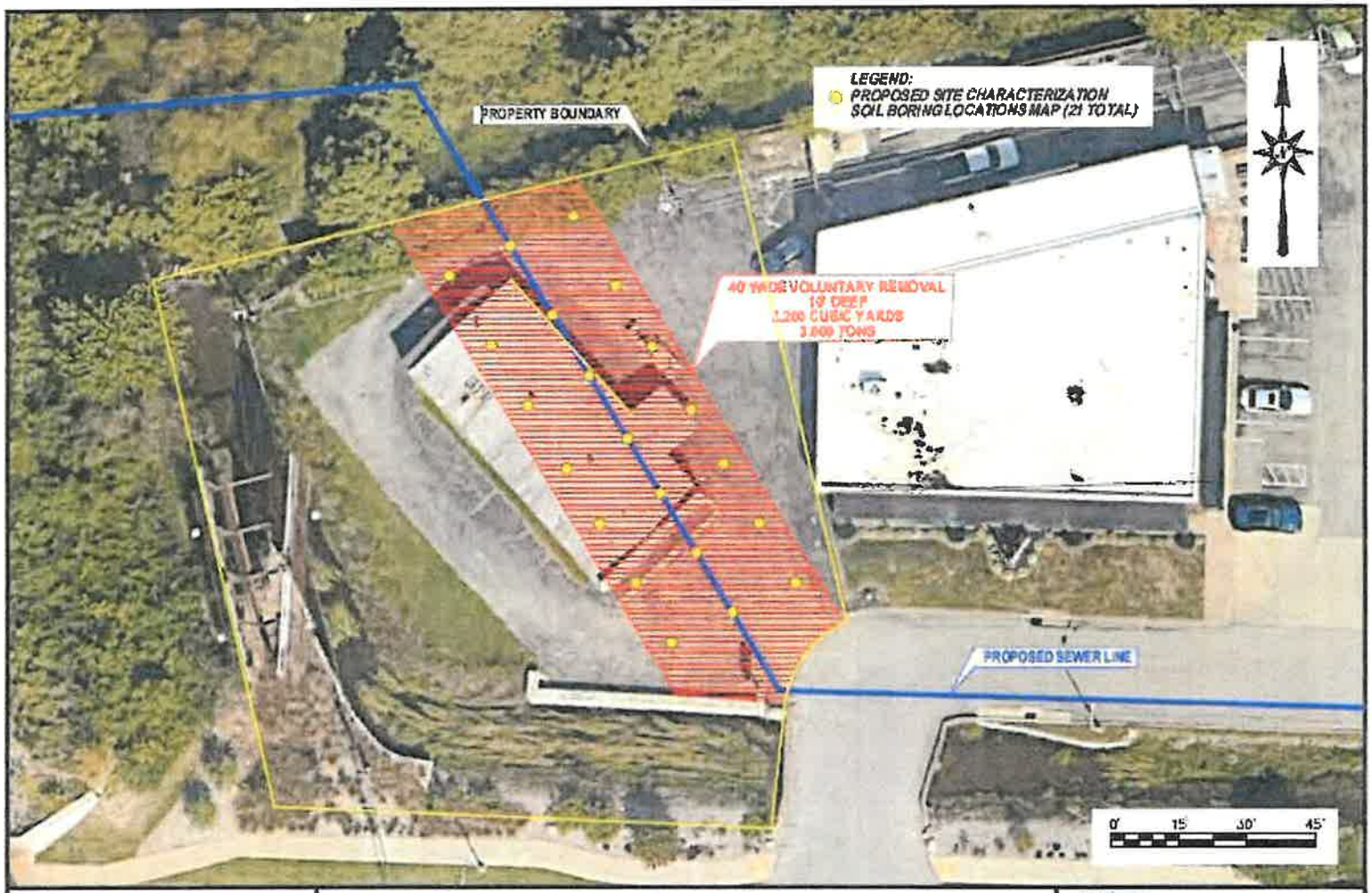
As part of the Project's close-out, Shield will update the site's *Property Management Plan* to reflect updated site conditions. The *Updated Property Management Plan* will include a summary of the impacted media that remains, if any, after implementation of the site remediation and provide the requirements and recommendations needed during any future site re-development and/or sanitary sewer improvement work at the site.

Custom Solutions: The Shield Pledge

In our proposal, we emphasize that Shield Environmental's estimates are made in good faith, tailored to the unique challenges of remediating a contaminated site. The USDA Rural Development Utility Program Fee Guide's recommendations, while valuable, do not fully cater to the specific needs of this project. This discrepancy highlights the specialized nature of our work, requiring customized solutions. Our approach is designed with precision and a commitment to environmental integrity, ensuring effective and sustainable outcomes.

APPENDIX A

Figure 1



FEBRUARY 2024 PROJECT NO: 123-2660 DRAWN BY: SW APPROVED BY: CDP	FIGURE 1 PROPOSED SITE CHARACTERIZATION SOIL BORING LOCATIONS MAP FORMER WEBBS DRY CLEANING 299 SOUTHLAND DRIVE LEXINGTON, FAYETTE COUNTY, KENTUCKY	SHIELD ENVIRONMENTAL ASSOCIATES, INC. 948 Floyd Drive Lexington, KY 40505 (859) 294-5155

APPENDIX B
ANNENDUM #1

MAYOR LINDA GORTON

LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #1

RFP Number: #12-2024

Date: February 23, 2024

Subject: Remediation Plan for 297 Southland Drive

Address inquiries to:
Brian Marcum
brianm@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced RFP:

The RFP submittal date has been extended to Friday, March 1, 2024 at 2:00 PM EST.

- Submitters should identify how many local (per rfp) workers will be in work force calculation. **Please show your local employment as a percentage of you total workforce to be used in the performance of this rfp.**

- Design Fee is to be based on USDA/RD rate schedule, but they didn't know the construction cost estimate to determine that since it's based on percentage of construction. **The proposed corridor and pipe profile is shown in the RFP. Assume all material in the corridor down to bedrock will be removed and backfilled, unless the Phase II ESA indicates otherwise.**

- Do we provide RD Summary Sheet? It's public I think on their website and use that as basis? **Yes. The May 2022 Kentucky USDA Rural Development Utility Program Fee Guide is attached.**

- **The selected consultant shall begin work on obtaining Kentucky eClearingouse approval of the project upon issuance of the Notice to Proceed. Instructions for accessing the Kentucky eClearinghouse website and specific information on the grant is included in the attachment labeled E 7.**

- According to the USDA Rural Development Utility Program Fee Guide, rates are shown as a percentage of construction cost which is provided as ranges. The overall remediation cost will not be known during performance of the requested Phase II Site Assessment. Thus, are hourly rates for

labor, equipment, material & expenses acceptable? **Hourly rates for labor, equipment, material and expenses are acceptable to be used as the basis for any change orders (additive or deductive). The proposed corridor and pipe profile is shown in the RFP. Assume all material in the corridor down to bedrock will be removed and backfilled, unless the Phase II ESA indicates otherwise. Total scope fee will be based upon this information.**

- Will the existing building be demolished before Phase II begins, or after? **Existing building will be demolished to slab level before the Phase II.**
- Should demolishing the building be included as part of the remediation efforts? **Building slab and foundations removal are part of the remediation effort.**
- Should a hazardous material survey be conducted during the Phase II work? **Building material sampling has been done under separate contract and material will be abated under separate contract. Successful firm may request a copy of the building material survey.**
- What are the necessary documents to be submitted to the Kentucky eClearinghouse to obtain a Kentucky eClearinghouse Endorsement Letter? **Ky eClearinghouse information previously provided and instructions for accessing the eClearinghouse are attached.**
- What details / information is needed for the Certificate of Project Completion? **Exhibit 11 from the grant award documents is attached.**

Exhibits Attached
RDA Fee Schedule
eClearinghouse Information
E7 eClearinghouse endorsement
E11 Certificate of Project Completion

Todd Slatin

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: Shield Environmental Associates, INC.

ADDRESS: 948 Floyd Drive, Lexington, KY 40505

SIGNATURE OF BIDDER: _____

APPENDIX C
AFFIDAVIT

AFFIDAVIT

Comes the Affiant, C. Dow Porter, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is C. Dow Porter and he/she is the individual submitting the proposal or is the authorized representative of Shield Environmental Associates, 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."

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.

C. Dow Porter

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by C. Dow Porter on this the 1st day of March, 2024.

My Commission expires: May 26, 2026

Danita Farrier

NOTARY PUBLIC, STATE AT LARGE

DANITA FARRIER
Notary ID # KYNP52477
NOTARY PUBLIC
My Comm. Exp. 05-26-2026
STATE AT LARGE, KENTUCKY

APPENDIX D
AFFIRMATIVE ACTION PLAN

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: *Shield Environmental Associates, INC.*

Complete Address: *948 Floyd Drive, Lexington, KY 40505*
Street City Zip

Contact Name: *C. Dow Porter* Title: *Managing Principal*

Telephone Number: *(859) 294-5155* Fax Number:

Email address: *dow_porter@shieldmw.com*

SHIELD
ENVIRONMENTAL ASSOCIATES, INC.

March 8, 2021

Rhonda Triplett-Sharfe
Administrative Specialist II
Finance and Administration Cabinet
Office of Equal Employment Opportunity/Contract Compliance
702 Capital Avenue – Capitol Annex, Room 395
Frankfort, KY 40601

Subject: Shield Environmental Associates, Inc.
Affirmation Action Plan – Updated for 2021

Dear Ms. Triplett-Sharfe,

Shield Environmental Associates, Inc. (Shield) is in receipt of the February 17, 2021 notification letter, whereby your office instructed Shield to submit a bona fide affirmative action plan.

As such, we have updated our Affirmative Action Plan including newly established goals for compliance (AAP Part 2) and an Affidavit of Effort To Comply (AAP Part 3). This updated plan is attached to this letter.

After reviewing Shield's plan, please feel free to contact me or Dow Porter with any questions or concerns.

Sincerely,
SHIELD ENVIRONMENTAL ASSOCIATES, INC.

Mark F. Sweet, P.G.
President

Attachment

Lexington
948 Floyd Drive
Lexington, KY 40505
Telephone 859.294.5155
Fax 859.294.5255
www.shieldenv.com
Louisvill

SHIELD ENVIRONMENTAL ASSOCIATES, INC.
AFFIRMATIVE ACTION PLAN

February 19, 2021

Shield Environmental Associates, Inc. (Shield) is an employee-owned, full-service environmental engineering and consulting firm with offices located in Lexington and Louisville, Kentucky. This plan has been developed by Shield in order to ensure that all individuals have an equal opportunity for employment, without regard to race, color, religion, sex, national origin, disability or status as a Vietnam era or special disabled veteran.

Shield has developed policies and procedures to guide the firm in its effort to avoid discriminatory hiring practices. This plan shall serve as a set of specific, result-oriented procedures to which the firm will apply every good faith effort to ensure compliance.

As such, to comply with the requirements of the Kentucky EEO Act, KRS 45.600(3), Shield will enact the following measures:

1. Equal and fair treatment will be provided to all employees regardless of race, color, religion, national origin, sex, age, or disability.

2. A complete up-to-date record of employees classified by race, sex, and job classification will be maintained and semi-annual reports will be submitted to the Kentucky Office of Equal Employment Opportunity and Contract Compliance.

3. All employees will be advised at the time of employment that Shield is an equal opportunity / affirmative action employer and that hiring, promotion, or demotion is based on an individual's qualifications and ability to perform the work.

4. Shield will cooperate with and support apprenticeship-training programs based on affirmative action.

5. Recruiting advertisements and all notices relating to employment will include the clause "An Equal Opportunity Employer M/F/D". This clause will be printed on all correspondence and notices relating to employment.

6. A company policy statement outlining Shield's commitment to equal employment opportunity and affirmative action will be posted in conspicuous places throughout our offices.

7. Shield has appointed Amy Dunagin to serve in the capacity of the equal employment opportunity / affirmative action (EEO/AA) officer. The EEO/AA is authorized to supply reports and represent Shield in all matters regarding this affirmative action plan.

8. The name, address and telephone number of the EEO/AA officer will be posted in conspicuous places throughout the facility. The officer will be responsible for the following:

    A. Implementing all phases of the affirmative action plan;

    B. Maintaining a close liaison with the compliance staff of the Commission on Human Rights regarding non-discriminatory requirements;

    C. Conducting periodic audits of employment practices to ensure non-discrimination;

    D. Semi-annual or more frequent instruction of all supervisory personnel about equal opportunity / affirmative action non-discrimination responsibilities;

    E. Periodically instructing supervisors about their responsibilities to ensure that minorities are not subject to any type of discriminatory practices or harassment;

    F. Semi-annual reviews with all supervisory personnel to ensure that the EEO / AA program is being implemented at all levels;

    G. Notifying all minority recruitment sources in writing that Shield is an equal opportunity / affirmative action employer and notification to same of job openings;

    H. Notification to all eligible employees regarding promotions or vacancies to ensure equal employment opportunity;

    I. Maintaining all facilities and activities on a non-discriminatory basis;

    J. Maintaining applicant flow data with the title of job, referral source, sex, race, and final action with reasons for any rejections; and

    K. Seeking to utilize minorities to the same degree as all others based on the following factors in the civilian labor area:

        1. The minority population of the labor area surrounding the facility;

2. The size of the minority unemployment forces in the area surrounding the facility;

3. The percentage of the minority workforce as compared with the total workforce in the area;

4. The availability of minorities having requisite skills in the immediate labor area;

5. The availability of minorities having requisite skills in the reasonable recruitment area;

6. The availability of promotable and transferable minority employees in the company;

7. The existence of institutions capable of training persons in the requisite skills; and

8. The degree of training the company is reasonably able to undertake as a means of making all job classes available to minorities.

Signature of Company Official

President
Title

February 19, 2021
Date

Commonwealth of Kentucky
Finance and Administration Cabinet
Office of EEO/Contract Compliance
Room 395, Capitol Annex, Frankfort, KY 40601
Ph: (502) 564-2874 / Fax: (502) 564-1055

AFFIRMATIVE ACTION PLAN GOALS & TIMETABLES FORM
(AAP Part 2)

JOB CATEGORIES	Present Workforce			Total Projected Openings	Commitment To Increase Minority Utilization				Commitment To Increase Female Utilization			
	Total Employees	Total Minorities	Total Females		2021 Minorities	2022 Minorities	2023 Minorities	2024 Minorities	2021 Females	2022 Females	2023 Females	2024 Females
Officials and Managers	3		1	0								
Professionals	15		3	0	2	1	1	1				
Technicians	4		2	0								
Sales												
Clerical	1		1	0								
Craft Workers (skilled)	1			0								
Operatives (semiskilled)												
Laborers (unskilled)												
Service												
TOTAL	24		7	0	2	1	1	1				

For Official Use Only

Name of Firm: Shield Environmental Associates, Inc.

Company Official's Signature: [signature] Title: President

Telephone: 859-294-5155 Fax: 859-294-5255 Date: March 8, 2021

AFFADAVIT OF EFFORT TO COMPLY
(AAP Part 3)

The undersigned, after first being duly sworn, states as follows: I Mark F. Sweet, have authority to sign this affidavit on behalf of Shield Environmental Associates, Inc. Shield Environmental Associates, Inc.'s work force is not reflective of the percentage of minorities in the labor area. However, according to the Kentucky EEO Act, KRS 45.600(6), Shield Environmental Associates, Inc. has complied with all other affirmative action requirements. Further, Shield Environmental Associates, Inc. has made every reasonable effort to comply with said percentage requirements.

AFFIANT:

_____
Company Official's Signature

President
Title

February 19, 2021
Date

COMMONWEALTH OF KENTUCKY
COUNTY OF _____

Subscribed and sworn to before me by Mark F. Sweet, President of Shield Environmental Associates, Inc. this 19th day of February, 2021

MY COMMISSION EXPIRES ON:

Linda Lane
NOTARY PUBLIC

June 21, 2022

LINDA LANE
My Commission Expires
06-21-2022
NOTARY PUBLIC
Notary ID # 601901
STATE AT LARGE, KENTUCKY

APPENDIX E
AMERICAN RESCUE PLAN

AMERICAN RESCUE PLAN ACT

CERTIFICATION OF COMPLIANCE FOR AMERICAN RESCUE PLAN ACT EXPENDITURES

The Lexington-Fayette Urban County Government ("LFUCG") may classify the subject matter of this bid as an expenditure under the American Rescue Plan Act of 2021. Expenditures under the American Rescue Plan Act of 2021 require evidence of 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 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 classifies the subject matter of this bid as an expenditure under the Amercian Rescue Plan Act. 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. Either party may terminate this Agreement for good cause shown with forty-five (45) 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 45 days, then the Agreement shall terminate on the forty-fifth day.

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.

5.

6.

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 American Rescue Plan Act 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 American Rescue Plan Act 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.

Signature

2/29/24
Date

APPENDIX F
EQUAL OPPORTUNITY AGREEMENT

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

Shield Environmental Associates, INC.

Name of Business

APPENDIX G
GENERAL PROVISIONS

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 curethe 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

2/29/24
Date

APPENDIX H
MWDBE PARTICIPATION FORMS

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 12-2024

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 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. Abbie Jones Consulting	WBE	Surveying	$8,000	6%
2. Merit Labs	DBE	Laboratory Analytical	$6,210	4%
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.

Shield Environmental Associates, INC.
Company

C. Dow Porter
Company Representative

March 1, 2024
Date

President
Title

APPENDIX I
SHIELD HOURLY RATES

SHIELD ENVIRONMENTAL ASSOCIATES, INC.
Rate Schedule for 2024

Direct Labor:

Principal	PR	175.00 hour
Senior Project Manager	SPM	165.00 hour
Project Manager	PM1	155.00 hour
	PM2	150.00 hour
Engineer/Geologist		
Professional Engineer	PE1	145.00 hour
	PE2	130.00 hour
	PE3	120.00 hour
Professional Geologist	PG1	145.00 hour
	PG2	130.00 hour
	PG3	120.00 hour
Project Staff	PS1	115.00 hour
	PS2	105.00 hour
	PS3	100.00 hour
	PS4	95.00 hour
Licensed Asbestos Inspector	ACM	140.00 hour
Certified WWTP Operator	CO	95.00 hour
Environmental Technician	ET1	85.00 hour
	ET2	80.00 hour
GeoProbe® Operator	GPO	85.00 hour
Design/Draftsperson	CD1	75.00 hour
Word Processor	CL1	65.00 hour
General Laborer	GL	65.00 hour

Drilling Equipment:

GeoProbe® - 54 LT	Full Day	1,200.00 *
	Half Day	700.00 *
GeoProbe® - 6620 DT	Full Day	1,000.00 *
	Half Day	625.00 *
GeoProbe® - 7822 DT	Full Day	1,200.00 *
	Half Day	700.00 *

Direct Expenses:

Subcontract Services	Cost plus 15%
Travel, Field Supplies, Non-listed Direct Expenses	Cost plus 15%
Mileage Charge	0.85 mile
Truck Charge (in Lieu of Mileage)	125.00 day
Truck Charge w/Lift Gate (in Lieu of Mileage)	135.00 day

* Plus Labor, Mileage and Materials

APPENDIX J
WORKFORCE ANALYSIS FORM

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 12-2024

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 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. Abbie Jones Consulting	WBE	Surveying	$8,000	6%
2. Merit Labs	DBE	Laboratory Analytical	$6,210	4%
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.

Shield Environmental Associates, INC.
Company

C. Dow Porter
Company Representative

March 1, 2024
Date

President
Title

MAYOR LINDA GORTON

LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #1

RFP Number: #12-2024

Date: February 23, 2024

Subject: Remediation Plan for 297 Southland Drive

Address inquiries to:
Brian Marcum
brianm@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced RFP:

The RFP submittal date has been extended to Friday, March 1, 2024 at 2:00 PM EST.

- Submitters should identify how many local (per rfp) workers will be in work force calculation. **Please show your local employment as a percentage of you total workforce to be used in the performance of this rfp.**

- Design Fee is to be based on USDA/RD rate schedule, but they didn't know the construction cost estimate to determine that since it's based on percentage of construction. **The proposed corridor and pipe profile is shown in the RFP. Assume all material in the corridor down to bedrock will be removed and backfilled, unless the Phase II ESA indicates otherwise.**

- Do we provide RD Summary Sheet? It's public I think on their website and use that as basis? **Yes. The May 2022 Kentucky USDA Rural Development Utility Program Fee Guide is attached.**

- **The selected consultant shall begin work on obtaining Kentucky eClearingouse approval of the project upon issuance of the Notice to Proceed. Instructions for accessing the Kentucky eClearinghouse website and specific information on the grant is included in the attachment labeled E 7.**

- According to the USDA Rural Development Utility Program Fee Guide, rates are shown as a percentage of construction cost which is provided as ranges. The overall remediation cost will not be known during performance of the requested Phase II Site Assessment. Thus, are hourly rates for

labor, equipment, material & expenses acceptable? **Hourly rates for labor, equipment, material and expenses are acceptable to be used as the basis for any change orders (additive or deductive). The proposed corridor and pipe profile is shown in the RFP. Assume all material in the corridor down to bedrock will be removed and backfilled, unless the Phase II ESA indicates otherwise. Total scope fee will be based upon this information.**

- Will the existing building be demolished before Phase II begins, or after? **Existing building will be demolished to slab level before the Phase II.**
- Should demolishing the building be included as part of the remediation efforts? **Building slab and foundations removal are part of the remediation effort.**
- Should a hazardous material survey be conducted during the Phase II work? **Building material sampling has been done under separate contract and material will be abated under separate contract. Successful firm may request a copy of the building material survey.**
- What are the necessary documents to be submitted to the Kentucky eClearinghouse to obtain a Kentucky eClearinghouse Endorsement Letter? **Ky eClearinghouse information previously provided and instructions for accessing the eClearinghouse are attached.**
- What details / information is needed for the Certificate of Project Completion? **Exhibit 11 from the grant award documents is attached.**

Exhibits Attached
RDA Fee Schedule
eClearinghouse Information
E7 eClearinghouse endorsement
E11 Certificate of Project Completion

Todd Slatin

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME:_____

ADDRESS: _____

SIGNATURE OF BIDDER: _____

KENTUCKY USDA/RURAL DEVELOPMENT UTILITY PROGRAM
FEE GUIDE
(This will not become a part of the agreement)

The following Tables I and II are designed to represent usual and customary reimbursement percentages for the fees for Professional Engineering Services and Resident Project Representatives respectively. These tables are to be utilized in conjunction with projects using the "Engineers Joint Contract Documents Committee (EJCDC) documents for Project Contract Documents to help provide guidance when determining applicable fees.

TYPICAL FEES FOR PROFESSIONAL ENGINEERING SERVICES COMPLEXITY BASED ON CONSTRUCTION COST

TABLE I – BASIC DESIGN

These fees shall pertain to projects requiring complex or detailed engineering design. This will include sewage treatment plants, sewage collection systems, sewage lift stations, water treatment plants, water distribution mains and appurtenances, water pump stations, water storage facilities and renovations of water and sewer facilities.

NET CONSTRUCTION COST	PERCENTAGE FEE
100,000	14.00
200,000	12.20
300,000	11.25
400,000	10.70
500,000	10.30
600,000	9.73
700,000	9.45
800,000	9.20
900,000	9.00
1,000,000	8.85
2,000,000	7.65
3,000,000	7.22
4,000,000	6.90
5,000,000	6.75
6,000,000	6.65
7,000,000	6.55
8,000,000	6.45
9,000,000	6.40

Fees for less complex projects such as light industrial buildings, roads, streets, storm drains 24 inches and larger, and appurtenances related thereto are typically 85% of the above Table I percentages.

FEES FOR RESIDENT PROJECT REPRESENTATIVE SERVICES

TABLE I I – INSPECTION COSTS

NET CONSTRUCTION COST	PERCENTAGE FEE
100,000	13.00
200,000	10.40
300,000	8.80
400,000	8.00
500,000	7.40
600,000	6.80
700,000	6.40
800,000	6.00
900,000	5.80
1,000,000	5.60
2,000,000	4.60
3,000,000	4.00
4,000,000	3.70
5,000,000	3.50
6,000,000	3.32
7,000,000	3.20
8,000,000	3.12
9,000,000	3.05

NOTE: Add two percent to the above Table II percentages for treatment facilities.

GENERAL INFORMATION FOR BASIC AND RESIDENT PROJECT REPRESETATIVE FEES

The Resident Project Representative will maintain a daily log meeting USDA/Rural Development Utility Program requirements. If remaining funds are used and additional construction is designed and bid, the project is considered a new project and an amendment will need to be executed.

Kentucky Eclearinghouse
Instructions

website: https://kydlgweb.ky.gov/eClearinghouse/16_echHome.cfm



You can use any web browser on any type of device!

Log in screen:

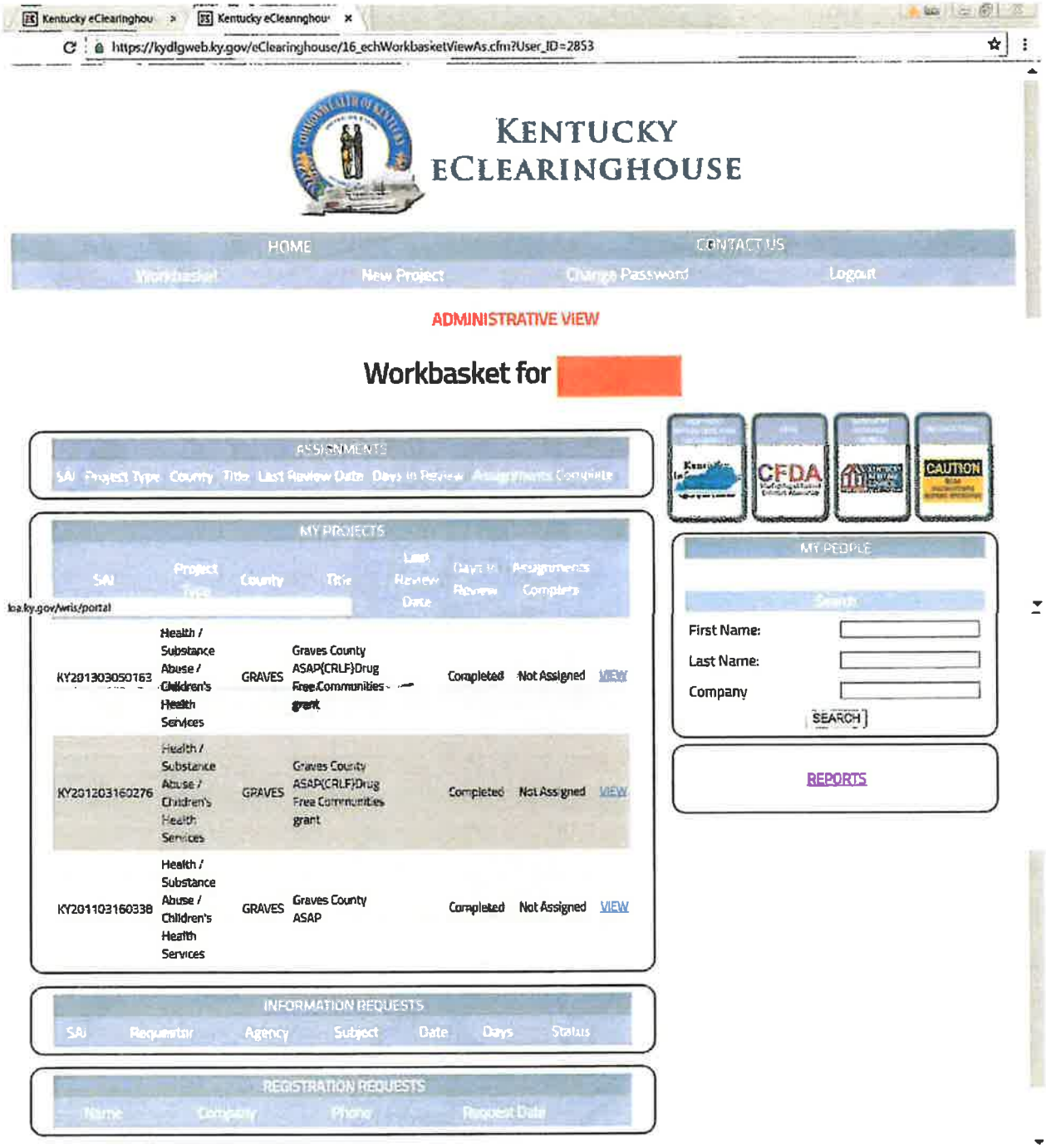
New users please set up an account, fill out the form and submit. The Eclearinghouse will send you by email an ID and password. Please be patient someone has to be in the office to do this.

Existing users please click "forgot my password". Enter your username on the next screen and click "reset". The program will update your password and email it to you. If you already have your password, go ahead and enter that and hit "Login".

When you get your email with the ID/Password and you log in the first thing you need to do is go to "change password". Make your new password anything that you want.

There is a box with instructions on every page, please refer to them as needed or print them out to have.

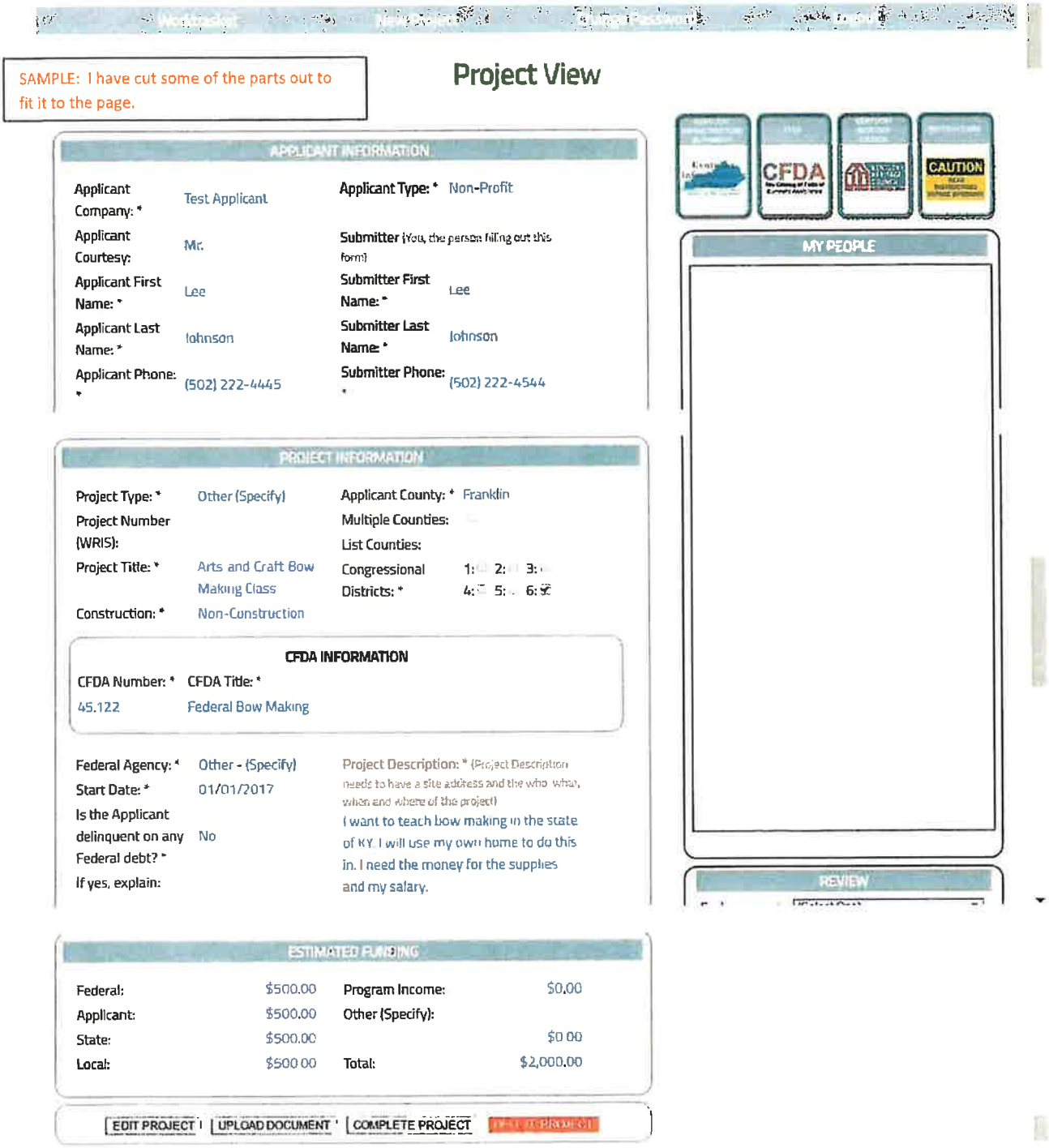
Once logged in you will see your "Workbasket".



APPLICANT

If you are an applicant and would like to put in an application for a review: Click "New Project" at the top. This opens the application form to be filled out. The asterisk * means this is a required field (most are). The information in red are notes to help you.

SAMPLE: I have cut some of the parts out to fit it to the page.



When you finish filling out the form you will hit "Save" at the bottom. Then you will see other boxes pop up at the bottom. You can do a few things here.

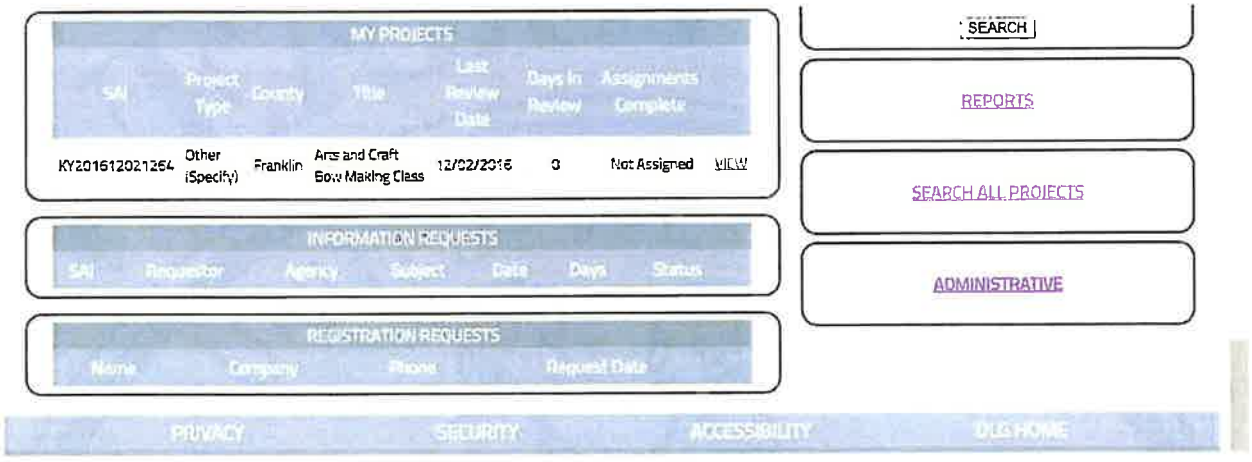
EDIT PROJECT: If you would like to change something this is the time to do it. Once its complete you cannot edit the project.

UPLOAD DOCUMENT: If you have something that you would like to upload, click "upload document" and follow the directions. You might want to send a map or an approval letter of some sort, a lengthy project description or plans, whatever you think might benefit the reviewers of your project. Acceptable document types include PDF's, Word Documents and most images.

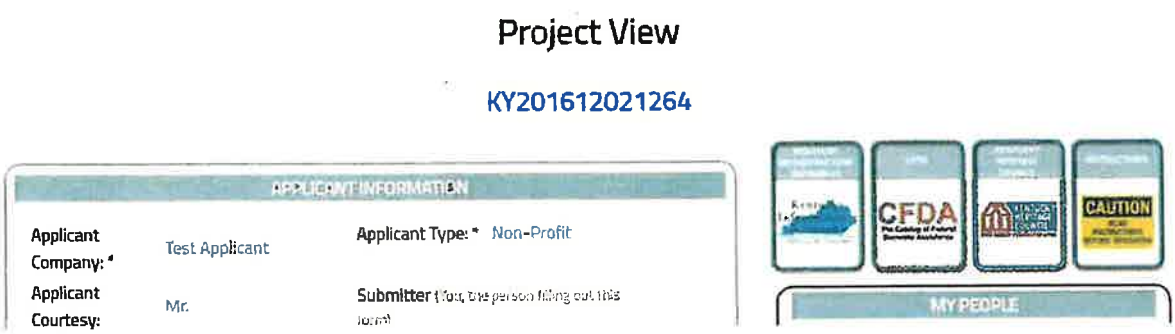
COMPLETE THE PROJECT: If everything is good to go click this button and it will give the project the State Applicant ID Number (SAI). You cannot edit after you click this button.

DELETE PROJECT: If you click this button your project is gone forever.

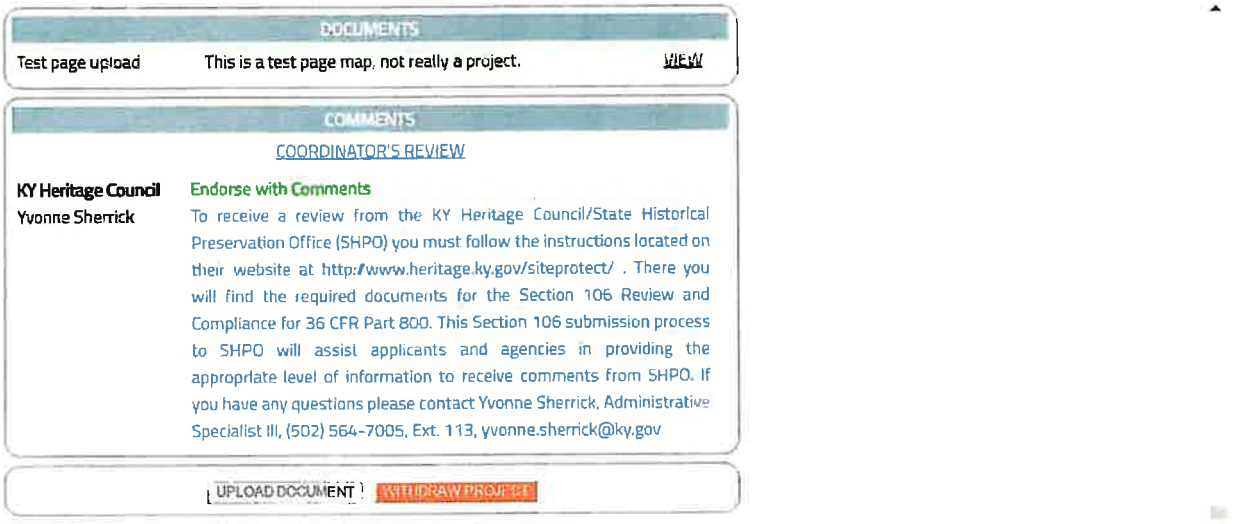
Once you click Complete the Project, it takes you back into your workbasket. (note the picture) You will see your latest project at the bottom of the list under "My Projects". You can click View and it will take you back into the project.



If you notice at the top of the page it will have the SAI number, once you get this the project is in review with the KY State Eclearinghouse.



You will notice at the bottom of the project view page that the comments from the state agencies are seen. You will get a letter from the Eclearinghouse when all the reviewers have made comments.



If you find that you don't want this project reviewed or, if it's a water or wastewater application that needs to be edited in the Project Profile/WRIS you can click the "Withdraw Project" at the bottom of the view project page. Remember, if you do this the project will not be in review and it will no longer be seen by you. So, please make sure this is what you really want to do before you click that button.

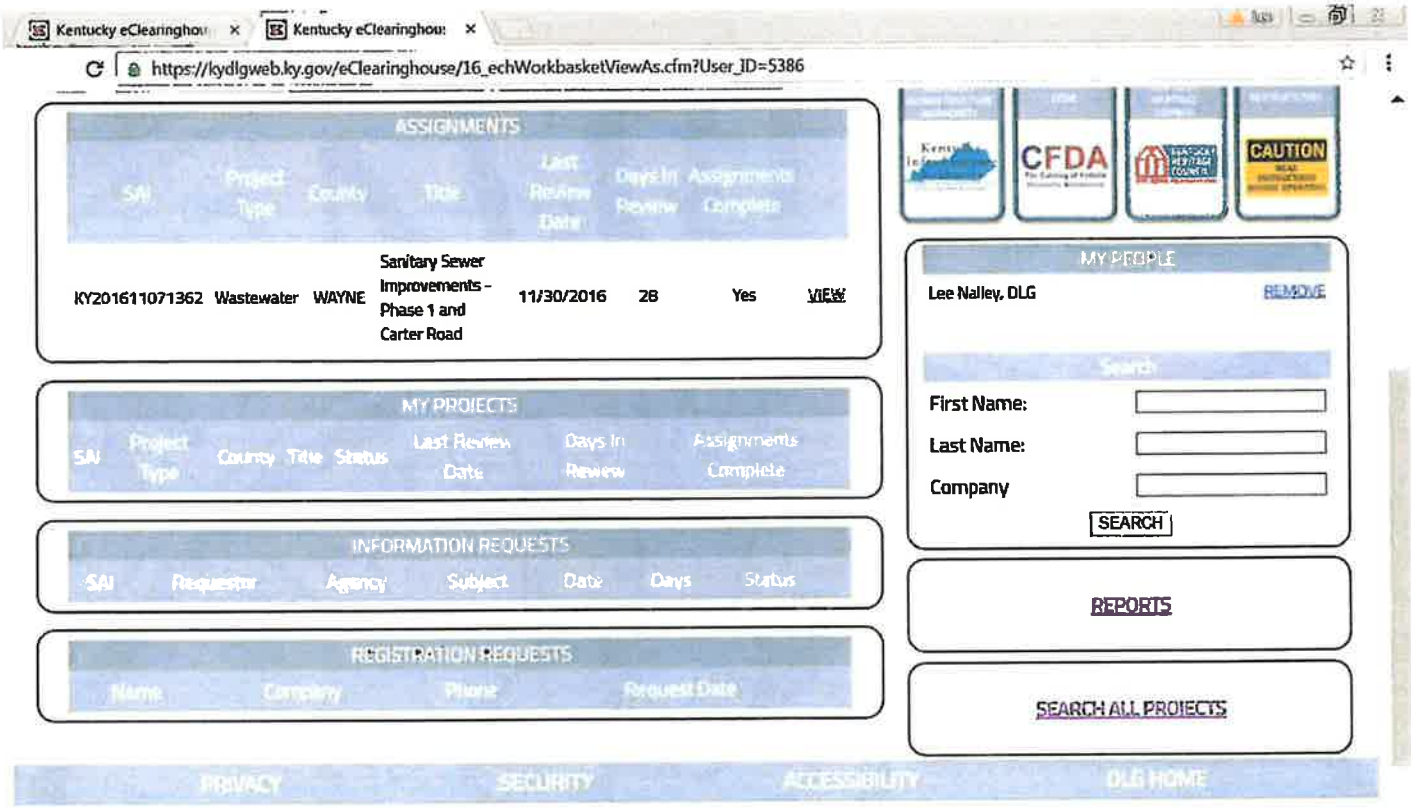
Please Note: KY Heritage Council (KHC) has a pre-canned comment for the applicant. You must follow the instructions for the Section 106 Review to get compliance from KHC. The sooner you do this the quicker you will have a review from KHC.

REVIEWER

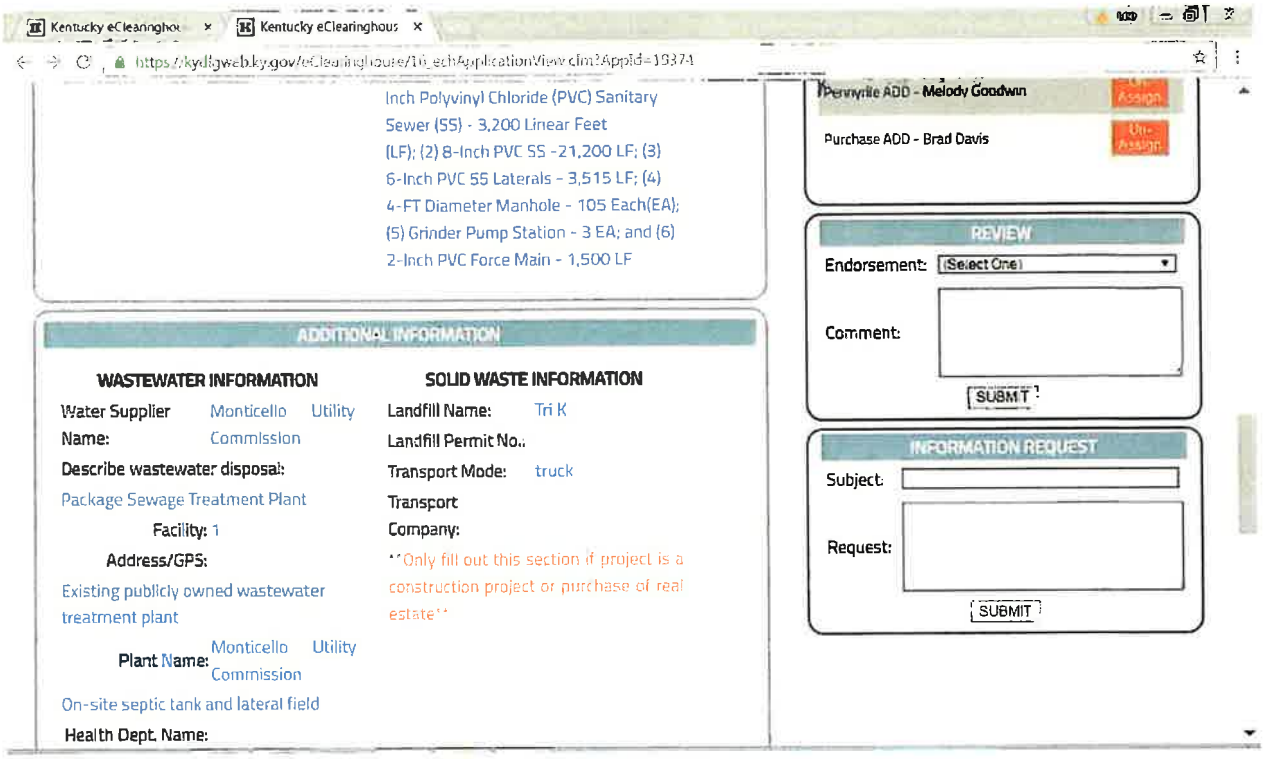
As a reviewer your workbasket will be both Applicant and Reviewer. You no longer need two workbaskets. The log in page is the same as the example for the applicant at the top.

You will need to add "My People" to be able to send reviews to others in your organization. If you don't have anyone that you need to send projects to then you won't add any "My People".

When you log in, you will see Assignments, this is where your project assignments for review are.



VIEW: To look at the project. Here is all the information about the project. On the right you will notice two boxes.



INFORMATION REQUEST: This is the box is to ask a question or request information like a map or other documents.

Type in a subject, keep that short. Then type in what you need to request. Click Submit, it will post in the "Information Request" box for everyone that is associated with the project.

The applicant will see this and then answer the questions or can upload a document that is needed.

REVIEW: Here you are going to choose the endorsement; it will be either Endorse with Comments or Non-Endorse. Either one you must write a comment. If it's non-endorse please explain in detail the reason for not endorsing the project. Click "Submit", this will also post on the page with all the information about the project.

The project will not be in your workbasket after you hit submit.

If you need to change a review, you can search for it in the search box. Change the review as needed and then hit "Submit" again.

EXHIBIT 7

COPY OF eCLEARINGHOUSE ENDORSEMENT LETTER WITH COMMENTS

Note: In submitting the Project to the Kentucky eClearinghouse, be advised that the source of the Kentucky Cleaner Water Program funds is the American Rescue Plan Act of 2021, which established the Coronavirus State Fiscal Recovery Fund, and were appropriated through House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly.

For purposes of the KY eClearinghouse, these funds are listed in the Catalog of Federal Domestic Assistance as ALN 21.027

Link to eClearinghouse

EXHIBIT 11

CERTIFICATE OF PROJECT COMPLETION

Pursuant to the Grant Assistance Agreement between the Kentucky Infrastructure Authority (the "Authority") and the Lexington-Fayette Urban County Government (the "Grantee"), this certificate, signed by the Grantee's Engineer and the Grantee, confirms that the following Project implementation activities are complete.

1. The Project construction has been completed and payment in full has been made to all vendors and/or contractors for labor, services, materials, supplies, machinery, and equipment included in the Project, as appropriate.

2. The Project is complete and is available for the provision of services which are expected to commence on or about _____.

3. A set of Project construction plans, with hand-drawn illustrations and notations reflecting any changes and variances from the original plans, if any, has been delivered to the Project Administrator for use in updating the Water Resources Information System appropriately.

Project Engineer: _____

Date: _____

4. All lands, easements, rights of ways, temporary or permanent permits or other authorizations or clearances as well as necessary constructed structures or facilities in connection with the Project have been acquired, constructed, equipped, and installed and all costs and expenses incurred in connection therewith have been paid in full.

Authorized Official: _____

Project Administrator: _____

Date: _____

EXHIBIT 6A

ENGINEERING SERVICES

If the Grantee's Project requires professional engineering services, such services shall be properly procured in accordance with KRS 45A.730 to 45A.750.

A copy of the Engineering Contract between the Grantee and the Engineer shall be submitted to the Authority, marked as **Exhibit 6A**.

Please check the box below that most closely describes your project. If additional comments need to be made, please provide comments in the blank area below or attach a separate sheet.

☒ This project requires an engineer and will have an engineering contract.

☐ This project was designed by an in-house engineer and will not have an engineering contract.

☐ This project does not require design by an engineer and will not have an engineering contract.

EXHIBIT 68

GRANTEE & ENGINEER FEE CONFIRMATION

The Authority requires that the Engineer's fee be calculated based on the Engineer's estimated net construction cost of the Project in conformance with the latest version of the USDA Rural Development Utility Program Fee Guide.

Consequently, when services of a professional engineer are required for the Grantee's Project, the Grantee and the Project Engineer must confirm, by signature below, that:

The Grantee and the Professional Engineer concur and hereby state that the total dollar amount for all professional engineering services provided to the Grantee by the Engineer relating to the Project, as set out in the Project Profile, to be paid in sum, cumulatively, over the course of Project implementation, shall be less than or not to exceed the fee amounts as set out in the approved Project Profile Budget, as determined by the Engineer. Higher amounts for materials costs and construction costs than those estimated as contained in the Project Profile, as may result from Project bidding, do not warrant an increase in Engineering Fees unless the Project must be re-bid or infrastructure components must be re-designed as a consequence of bid-price overages. Further, it is understood that any proposed amendment to the Engineering Contract, as relates to the Grantee's Project is subject to prior written approval of the Authority.

Grantee Authorized Official: _____
Signature

Professional Engineering Firm: _____

Professional Engineer: _____
Signature

Please check the box below if the project does not require a contract with an outside engineer. If additional comments need to be made, please provide comments in the blank area below or attach a separate sheet.

☐ This form does not apply because the project was designed by an in-house engineer or the project does not require design by an engineer.

EXHIBIT B

CERTIFICATE OF INSURANCE

EXHIBIT C

PROPOSAL OF ENGINEERING SERVICES

AND RELATED MATTERS

LEXINGTON

RFP-12-2024 Addendum 1
Shield Environmental Associates, Inc.
Supplier Response

Event Information

Number:	RFP-12-2024 Addendum 1
Title:	Remediation Plan for 297 Southland Dr
Type:	Request For Proposal
Issue Date:	2/12/2024
Deadline:	3/1/2024 02:00 PM (ET)

Contact Information

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

Shield Environmental Associates, Inc. Information

Address: 948 Floyd Drive
Lexington, KY 40505
Phone: (859) 294-5155
Fax: (859) 294-5255
Web Address: www.shieldenv.com

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.

Robert Francis
Signature

robert_francis@shieldmw.com
Email

Submitted at 3/1/2024 12:38:08 PM (ET)

Response Attachments

Shield Environmental Submittal - Final.pdf

Shield Environmental Submittal

SHIELD
ENVIRONMENTAL ASSOCIATES, INC.

March 1, 2024

Proposal for RFP #12-2024 Site Remediation at 293 Southland Dr

Lexington-Fayette Urban County Government

SUBMITTED BY:
SHIELD ENVIRONMENTAL ASSOCIATES, INC.
948 FLOYD DRIVE, LEXINGTON, KY 40505

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SHIELD ENVIRONMENTAL ASSOCIATES, INC.

February 26, 2024

Lexington-Fayette Urban County Government
Division of Purchasing
200 East Main Street, 3rd Floor
Lexington, KY 40507
ATTN: Brian Marcum, Director

Reference: **RFP #12-2024 - Proposals for Site Remediation at 293 Southland Dr.**

Shield Proposal #24-055

Dear Mr. Marcum,

Shield Environmental Associates, Inc. (Shield) is excited to submit our proposal for the Site Remediation at 293 Southland Dr. in response to the Lexington-Fayette Urban County Government's RFP. We are uniquely qualified, offering engineering and environmental consulting services that align with the RFP's requirements.

Our experience with the site includes a Phase I Environmental Site Assessment, three indoor air studies, and a property management plan development. We've also worked extensively with state and local governments on environmental assessments, site investigations, and remedial actions.

Based in Lexington, KY, our team of engineers, geologists, and scientists stands out for its expertise and local availability. As an employee-owned company, we prioritize personalized, cost-effective services, ensuring value and client satisfaction. Our track record with public agencies and private entities showcases our commitment to effective communication and project success. We believe our approach delivers significant project efficiencies and savings.

We look forward to discussing how we can contribute to the project's success. For further information or questions, please contact us. Thank you for considering Shield Environmental Associates, Inc.

Sincerely,
SHIELD ENVIRONMENTAL ASSOCIATES, INC.

C. Dow Porter
Managing Principal
Shield Environmental Associates
948 Floyd Drive
Lexington, KY
Office: 859-294-2155
Email: Dow_Porter@shieldmw.com

SHIELD ENVIRONMENTAL ASSOCIATES, INC.

2.FIRM QUALIFICATIONS

Established in 1985, Shield is a privately owned, multi-disciplined environmental consulting and engineering firm, catering to industrial, municipal, commercial, and private clients across the United States and abroad. Our engineering team boasts expertise in environmental, sanitary, and civil fields, while our staff scientists are trained in air quality, geology, hydrogeology, biology, chemistry, and soil sciences.

Our senior management team brings a wealth of experience, with professionals who have held positions in large multinational corporations and state government agencies. Their collective knowledge spans some of the nation's most challenging environmental projects, greatly enhancing our capabilities.

Shield's compact, private ownership status grants us the advantage of delivering personalized, adaptable services tailored to our client's unique needs. This tailored approach is a defining feature of our company.

At present, Shield comprises a dedicated team of twenty-eight (28) professionals with twenty-four being in our main office in Lexington, Kentucky, and four (4) professionals located in our satellite office in Louisville, Kentucky. These team members offer a rich spectrum of experience, stemming from past roles in both private firms and government positions. This varied expertise uniquely positions Shield to not only grasp our client's requirements but also to collaborate effectively with regulatory bodies, fostering cooperation instead of adversarial relationships.

As a full-service environmental consulting firm, Shield possesses in-house resources to fulfill your project needs. Our team includes several senior-level professionals with experience dating back to the inception of current environmental regulations. Notably, Dr. Jim Knauss, one of our original founders and a key figure in the development and implementation of Kentucky Superfund's Risk Assessment regulations is part of our team. Shield's core mission revolves around providing clients with safe, compliant, effective, and cost-efficient solutions that align with their objectives. Our areas of expertise include:

Diversity Of Experience

As a multi-disciplined engineering and environmental consulting firm, we provide a wide range of professional consulting services for our clientele. However, our service lines of business can be broadly grouped into five distinct categories: Industrial Compliance Services, Assessment and Investigations; Petroleum Services; Remediation and Construction; and Wastewater Treatment.

Industrial Compliance Services primarily consist of auditing, permitting, and other compliance-based consulting services performed on behalf of industrial and commercial facilities. This service line is a reflection of our shareholder's willingness to expand our firm's service offerings. We continually look to develop diversified services to ensure that our firm will operate as a market leader for years to come. Additional services involved with this business line include toxicity assessments; human health and ecological risk assessments; unexploded ordnance management; asbestos and lead-based-paint management; emergency response; environmental audits; environmental due diligence; air quality studies, modeling, and permitting; and litigation support/expert testimony. Shield's Industrial Compliance Group consists of six (6) full-time professional staff, including two (2) Professional Engineers and two (2) Engineer-in-Training (EIT), and two (2) project engineers. This group has provided consulting services to various industrial manufacturers and governmental agencies throughout Lexington and Kentucky

Assessment and Investigations Group at Shield has a distinguished history, having successfully completed thousands of Phase I and Phase II Environmental Site Assessments and designed hundreds of Remedial Action Plans. Our primary focus remains on assessment and investigations related to contaminated sites, and this continues to be a significant contributor to our annual revenues.

Since our inception in 1985, we have consistently been recognized as an industry leader in Kentucky, renowned for our provision of innovative environmental remediation consulting services. Our commitment to delivering high-quality, in-depth surveys has earned us the trust and confidence of our clients, ensuring that all due diligence requirements are met.

This unwavering commitment has resulted in the development of a robust clientele list and a remarkable track record, including assessments conducted in 28 foreign countries and across 43 of the 50 United States. Our experience encompasses detailed site characterizations on hazardous and toxic waste sites, supporting investigations, feasibility studies, and corrective action plans under key environmental regulations, including the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Toxic Substances Control Act (TSCA), and various state-led initiatives.

Our investigative work extends to major industrial clients, including Alltech, Dow Corning, Alcoa, Flextronics International, Square D, Cooper Industries, CCL Custom Manufacturing, Corning, DuPont Soy Polymers, Trane, Link Belt, B.F. Goodrich, Enersys, and Gates Rubber. Additionally, we have collaborated with public entities, such as the University of Kentucky, the University of Louisville, Corbin Utilities Commission, **Lexington-Fayette Urban County Government**, Kentucky Transportation Cabinet, and the Kentucky Department for Environmental Protection.

The Assessment and Investigations Group at Shield comprises a dedicated team of four (4) full-time professionals, consisting of one (1) Professional Engineer, one (1) Professional Geologist, one (1) Engineer-in-Training, and one (1) Field Science Technician, each contributing their expertise to deliver comprehensive solutions.

Brownfield Services

Our Assessment and Investigations Group houses the Brownfield Services for Sheid Environmental. Our company has consistently delivered consulting services on 40 Brownfield projects, encompassing Phase I, Phase II, and property management plan preparation.

- C. Dow Porter, Managing Principal, has overseen the majority of Shield's Brownfield initiatives and has been instrumental since the program's beginning. Our firm boasts a perfect record in securing approval for all submitted applications, primarily for real estate transactions with tight due diligence and closing timelines (e.g., for some projects, 120 days to close and 90 days for due diligence, while others have closing periods at 45 days and 30 days for due diligence). Additionally, Dow Porter contributed his expertise to the Kentucky Energy and Environment Cabinet during the Brownfield regulations' formation and vetting. Shield Environmental's role extends to having been the chosen consultant for Phase I Environmental Site Assessment (ESA), application submission, and Property Management preparation at Southland Drive for the Lexington Fayette Urban County Government.

Petroleum Services constitute a core component of our firm's expertise, reflecting our extensive experience in managing a wide range of projects in this sector. To date, we have successfully executed projects at approximately 750 underground storage tank sites, including over 400 sites spread across Indiana, Kentucky, Illinois, Ohio, West Virginia, Tennessee, and numerous other states. Our client portfolio boasts a diverse range of independent owner/operators and industrial clients, featuring prominent names such as Reynolds Metals, Freeman Chemicals, Dow Corning, Tube Turns Technologies, and Gates Rubber.

In addition to this, we have established strong working relationships with key players in the oil industry, particularly in the Ashland region. Our notable collaborations include projects with John Clark Oil Company, Woodford Oil Company, and MarkWest, alongside other major oil companies such as Ashland Petroleum, Thorntons Inc., and Pilot Travel Centers. Our expertise has also been sought after by the United States Postal Service, with our firm having worked on 27 of their sites.

Our Petroleum Services Group stands as the largest division within our company, comprised of twelve (12) dedicated full-time professional staff. This team includes four (4) Professional Geologists, one (1) Geologist-in-Training, and two (2) field technicians, all of whom bring specialized knowledge and skills to every project. This group's expertise and commitment are central to our ability to deliver high-quality, efficient services that meet the specific needs of our clients in the petroleum sector.

Remediation and Construction services complement our assessment and investigation and underground storage tank service lines by allowing us to perform turn-key remedial projects on behalf of many of our clients, thus permitting them to remain focused on their key business initiatives. Our engineers and scientists work diligently to create remedial plans that minimize the amount of material to be excavated and will often include waste segregation activities to reduce treatment and disposal costs. Our personnel are all properly trained and have a multitude of experiences involving waste/source removal, waste stabilization/treatment, and site containment and or capping. In addition, our staff has extensive experience with various innovative remedial technologies including phytoremediation, chemical oxidation, soil vapor extraction, dual-phase extraction, reactive barriers, monitored natural attenuation, and various pump-and-treat scenarios. Our Remediation and Construction Group consists of five professional staff from the other groups that include two (2) Professional Engineers, one (1) Professional Geologist, and one (1) Engineer-in-Training.

Resources

Shield's adaptability shines through in our approach to handling larger projects. Our size enables us to seamlessly allocate resources from various sections within the company, ensuring our staff gains valuable experience across all sectors.

Moreover, Shield's capabilities extend to the entirety of the Environmental Consultant Services proposal. As previously mentioned, our team features Professional Engineers, Engineers-in-Training, Project Engineers, Professional Geologists, Geologists-in-Training, Project Geologists, and Scientists/Technicians who rely on AutoCAD for meticulous planning and design. Complementing our workforce, we have (3) Licensed Drillers, (1) Drillers Assistants, and a collection of advanced drill rigs such as the Geoprobe 6620 DT, Geoprobe 7822 DT, and Geoprobe 54LT. These extensive in-house resources, coupled with our cross-sector experience, position us perfectly to meet the demands of your project.

SHIELD ENVIRONMENTAL ASSOCIATES, INC.

PERSONNEL



C. Dow Porter

Managing Principal

Mr. Porter has accrued over 35 years of professional experience in the environmental field with 24 years as an environmental consultant. He currently serves as the President and Managing Principal of Shield and in addition manages the Assessment and Remediation Group. Over the course of his career, he has assisted many industrial facilities and municipalities with industrial compliance issues including the proper characterization and handling of solid, special, and hazardous waste.

Mr. Porter has served in the capacity of Principal in Charge for numerous Brownfield projects and site investigations including Phase I/II/III projects and Hazardous Material Assessments. Additionally, he has experience preparing and implementing site investigation work plans and remedial action plans.

Home Office Address:

948 Floyd Drive, Lexington, KY 40505

Education:

B.B.A. Industrial Management, University of KY, 1986
DOT Hazardous Materials Transportation Course
Hazardous Waste Generator Training Course
OSHA 40 Hr Hazardous Waste Site Worker Certification
OSHA 8 Hr Hazardous Waste Site Worker Refresher
CPR & First Aid Training, American Red Cross
Introduction to RCRA Training Course
Special Waste Approvals Training Course
Effective Site Remediation using Chemical Oxidation & Enhanced Bioremediation, 2008
Certified KY EXCEL Performance Assessor

Affiliations:

Kentuckiana Chapter - Hazardous Material Managers
Kentucky Association of Economic Development
The Society for Marketing Professional Services
Greater Louisville Inc – Environmental Affairs
Kentucky Petroleum Marketers Association
Kentucky Association of Manufacturers
Kentucky Chamber of Commerce
Commerce Lexington, Inc.
Chemical Industry Council

Project-Related Experience

- **Southern Wood Treatment (KDWM)** – Principal in Charge of a State-lead emergency remediation of soils impacted with high arsenic levels. Project involved rapid site investigation, corrective action planning, resident relocations, soil characterization/excavation/disposal (34,750 tons), and complete site restoration.
- **Castle & Key, Inc.** – Principal in Charge of due diligence Phase I/II ESA and Asbestos/Lead-Based Paint Assessments on the Old Taylor Distillery. Project consisted of pursuing liability protection through Kentucky's Brownfield Redevelopment Program and a State income tax credit for conducting a qualified Voluntary Corrective Action.
- **University of Kentucky PS5** – Principal in Charge of Site Characterization at the former Kennedy Book Store location which had previously been a gasoline service station. Additional services included the design of a vapor intrusion system, voluntary corrective action, and gaining acceptance into the Kentucky Brownfield Redevelopment Program.
- **GCH Insurance** – Principal in Charge of environmental due diligence at the former AutoTech Services which had previously been utilized as a transmission repair shop. Services included Phase I ESA, Corrective Action Plan, Property Management Plan, oversight of Voluntary Corrective Action to address petroleum related impacts and acceptance into Kentucky's Brownfield Redevelopment Program.
- **Lexington Transit Authority** – Principal in Charge of environmental due diligence at the former GE Glass Plant. Services included Phase I/II ESAs, Corrective Action Plan, Property Management Plan, oversight of Voluntary Corrective Action, design of a vapor intrusion mitigation system and acceptance into Kentucky's Brownfield Redevelopment Program.



Mark P. Saliga, P.E.

Principal, Senior Environmental Engineer

Mr. Saliga has accrued over 30 years of environmental consulting and engineering experience including: remedial action design and construction management for LUST projects, uncontrolled hazardous waste sites, RCRA facilities, and various solid waste management facilities. He currently serves as Principal and Branch Manager for Shield's Louisville office and has been with the firm since 2002.

Mr. Saliga has prepared numerous corrective action planning documents evaluating the feasibility and implementation of new and proven technologies in unusual situations. These activities have been conducted at industrial, commercial, brownfield and government sites. He has extensive experience with aerobic and anaerobic biodegradation as well as chemical oxidation of organic contaminants.

Home Office Address:
12600 Townepark Way, Louisville, KY 40243

Education:
B.S., Civil Engineering,
New Jersey Institute of Technology, 1991
M.S., Environmental Engineering,
University of Illinois at Urbana-Champaign, 1996

Licenses:
Licensed Professional Engineer,
Kentucky; Illinois; Indiana; Ohio; Pennsylvania; North Carolina

40-Hour Hazardous Waste Site Worker Certification
8-Hour Site Supervisor Training
OSHA Construction 10 Hour Certified
Kentucky Certified UST Installer / Remover

Affiliations:
Kentucky Society of Professional Engineers
Kentucky Certified Hazardous Materials Managers
Kentucky Certified Commercial Investment Managers

Project-Related Experience

- **Vogt Machine Company** – Principal / Project Manager for chlorinated solvent impacted groundwater site investigation and remediation in order to bring this historic manufacturing site back to productive use and job creation. Responsible for project budgeting, regulatory interface, stepwise site investigation and remedial action design/implementation for 7 Acre Plume. (project scope: $1,140,000).
- **Scribner Place Brownfield Redevelopment** – Design Engineer / Project Manager for large scale remediation and commercial redevelopment of a 5-acre tract contaminated with lead, arsenic, benzo(a)-pyrene, naphthalene, and other contaminants from historic former foundries, coal yards, and machine shops in downtown New Albany, IN.
- **Cornish Knit Goods** (former textile manufacturing and dry-cleaning site) - Project Manager for turn-key design and construction of an extensive air sparge/soil vapor extraction remedial system. System installation was accomplished for an area beneath the 4-story building during simultaneous renovation and conversion of the entire structure to a transitional residence for homeless men. (project scope: $850,000)
- **Derby Tank Car** - Project Manager for remedial evaluation & design along with construction engineering support & oversight at state lead Superfund site to facilitate site re-use by the local government. Responsible for overall project management including project budgeting / funding approval, investigative data interpretation, construction bidding document preparation, and implementation oversight. (project scope: $140,000)
- **Convention Center Hotel Brownfield Site Redevelopment** - Lead Project Engineer for the Louisville Metro Development Authority for the performance of Phase I and II Environmental Site Assessments along with remediation cost estimates to assist in redevelopment of the site as an upscale hotel property. Historic site activities included former bus depots, gas stations, and an electrical substation for electric trolleys causing PCB, lead, arsenic, benzo(a)pyrene, and naphthalene contamination.
- **Former Keller Manufacturing Company Brownfield Site Redevelopment** – Lead Project Engineer for reviewing historic environmental studies, identifying data gaps, Site Assessment Work Plan development and preparation of cost estimates for various remedial options to advance the site toward environmental closure and thus redevelopment for the Town of Corydon, IN.



Michael E. Morris, P.G.

Principal, Senior Professional Geologist

Mr. Morris serves Shield as a Senior Geologist and Project Manager. Since joining the firm in 1995, he has been involved with the preparation of work plans, cost analyses, and remedial investigations and overseeing corrective actions for numerous sites in the United States and abroad.

With over 30 years of industry experience as an environmental consultant, Mr. Morris has served as the Project Manager, Site Manager, Professional Geologist, or Project Geologist on numerous projects including state and federal Superfund sites from New York to California and abroad in Australia, Brazil, Germany, Austria and the Czech Republic.

Home Office Address:

948 Floyd Drive, Lexington, KY 40505

Education:

B.A. Geography, University of Kentucky, 1987
B.S. Geology, University of Kentucky, 1989
Grad. studies, Geology, University of Kentucky, 1989-91
40-Hour Hazardous Waste Site Worker Certification
8-Hour Site Supervisor Training

Registrations:

Registered Professional Geologist: Kentucky #112491, Arizona #36062, Tennessee #TN3844, Georgia #PG002069, Virginia#1971, North Carolina#2395
Licensed Asbestos Inspector (KY License No. 67822)
OPSTEAF Certified Contractor #1120

Affiliations:

Member, National Ground Water Association
Kentucky Society for Professional Geologists

Project-Related Experience

Project Manager/Site Manager/Project Geologist:

- **Federal Superfund Site** – Operation and maintenance of a groundwater treatment system at a TCE- contaminated site, Harlan, Kentucky (USEPA Region IV and KDWM – Superfund).
- **University of Kentucky** - Investigation and remediation of three sites containing buried experimental-grade herbicides and pesticides, Lexington, Kentucky (KDWM – Superfund Branch).
- **Lexington Transit Authority** – Senior Geologist and Site Manger at former GE Glass Plant. Services included Phase I/Phase II ESAs, Corrective Action Plan, Property Management Plan, voluntary corrective action and gaining acceptance into Kentucky's Brownfield Redevelopment Program.
- **Federal Superfund Site** – Remedial investigation and feasibility study at a former landfill site, Cumberland, Rhode Island (EPA Region 1).
- **Kentucky State Superfund Site** – Remedial investigation of the abandoned Middlesboro Tannery site in Middlesboro, Kentucky.
- **University of Kentucky** – Senior Geologist and Site Manager at a former gasoline service station. Additional services included the design of a vapor barrier system, voluntary corrective action, and gaining acceptance into the Kentucky Brownfield Redevelopment Program.



Edward W. Fisher, E.I.T.

Project Engineer

Mr. Fisher has accrued 8 years in the environmental field as a Project Engineer.

During his career, Mr. Fisher has accrued practical consulting experience including the coordination, oversight, and performance of: emergency response activities during hazardous material releases, stormwater and wastewater permitting for clients across the region, and due diligence activities prior to property transactions for commercial and industrial facilities.

Mr. Fisher also provides a wide range of industrial compliance services to clients, such as EPCRA reporting, and facility inspections related to air, water and waste.

Home Office Address:

948 Floyd Drive, Lexington, KY 40505

Education:

M.B.A., University of Kentucky, 2014
B.S. Civil Engineering, University of Kentucky, 2013

Registrations:

Engineer in Training – EIT No. 14627
American Society of Civil Engineers
OSHA 40-hour Hazardous Waste Operations and Emergency Response Training
CPR & First Aid Training, American Red Cross

Project-Related Experience

- Environmental compliance file review
- Monitored and maintained safety work conditions during the Mount Sterling arsenic remediation by monitoring particulate levels.
- Site compliance inspections and corrective action reports
- Development of Spill Prevention Control and Countermeasure (SPCC) plans, Stormwater Pollution Prevention Plans (SWPPP), Best Management Practices (BMP) plans, and Groundwater Protection Plans (GPP)
- Preparation of Kentucky Pollutant Discharge Elimination System (KPDES) permit applications, Socioeconomic Demonstration and Alternatives Analysis (SDAA) applications, No Discharge Certifications, and Discharge Monitoring Reports (DMRs)
- Contractor supervisor on state-led emergency response facility lagoon dewatering and demolition project in Middlesboro, Kentucky.
- Chemical evaluation and preparation of EPCRA 311, 312, and 313 submittals
- Delineation of subsurface contamination of a 412-acre project site utilizing Visual Modflow Flex and ArcGIS.
- Remediation calculations for injections of in-situ groundwater contamination treatment.
- Supervised remedial activities and ensured compliance with Agreed Order provisions for a State Superfund Site
- Industrial wastewater pilot studies



Chad von Gruenigen, P.G.

Mr. Von Gruenigen joined Shield Environmental Associates, Inc. as a Professional Geologist in November 2021. Prior to November 2021, Mr. von Gruenigen worked for the Kentucky Department for Environmental Protection (DEP) for 10 years. He spent 2 of those years in Wellhead Protection as a Geologist-in-Training. Followed by another 2 years in Compliance Assistance specializing in small business assistance. Later he spent 4 years as a Basin Coordinator focusing on Watershed Planning. The last 3 years of his career in state government he was a project manager and team lead in Superfund. During this time he also served as an Emergency Responder.

As project manager and team lead in the Superfund program, Mr. Von Gruenigen had oversight of federally funded projects. He assisted in the management of all aspects of the projects and the program.

Mr. Von Gruenigen has worked for Shield Environmental since November 2021. His duties include managing UST projects. He has managed over 30+ projects UST projects that include UST Tank Removals and remediation of contaminated sites.

Home Office Address:

948 Floyd Drive
Lexington, KY 40505

Education:

B.S. Geology, Eastern Kentucky University (December 2011)

Registrations/Training:

Professional Geologist (P.G)
40-Hour HAZWOPER, with 8-Hour Refresher
U.S. EPA PA/SI Trained
U.S. EPA Superfund 101 Trained
Certified Professional Environmental Educator
Watershed Watch Volunteer Trainer
AHA First Aid CPR AED Certification

Project-Related Experience

Project Manager:

- Has managed 30+ UST projects for Shield Environmental which includes tank removals and site remediation.
- Responded for the Commonwealth of KY at the Jim Beam Warehouse Fire (2019) in Versailles, KY. The fire resulted in a fire that engulfed 45,000 barrels (1.8 million gallons) of alcohol that was either burned or spilled into a nearby stream. The spill impacted two downstream water systems and created long-term environmental impacts to the groundwater.
- State project manager for multiple superfund sites including U.S. EPA Superfund: National Priorities List (NPL) sites; Lee's Lane Landfill, Smith's Farm, Caldwell Lace Leather, Newport Dump, etc.
- Represented the Commonwealth of KY Leitchfield Cleaners dry cleaner (2020) in Leitchfield, KY. The former dry cleaner was converted into apartments, passive soil gas and indoor air investigations were conducted, tenants were evacuated, and vapor mitigation system installed.
- Team lead for the Kentucky Department for Environmental Protection (DEP), Federal Superfund Section.
- Hanoverton, OH basement heating fuel spill response, impacted residence, domestic well, and aquifer remediation.

Abbie Jones, PE, PLS



Education

- Tennessee Technological University, Bachelor of Civil Engineering, 2000
- Southern Polytechnic State University, additional survey coursework 2004-2006
- Cincinnati State University, additional survey coursework 2020-2021
- Riverdale High School, 2 years of AutoCAD coursework (1994-1996)

Registrations or Certifications

- Professional Engineer (PE) in KY, GA, TN, WV, VA, MS, OH, SC, AL, TX, NCEES Record
- Professional Land Surveyor (PLS) in KY, GA, TN, WV, VA, MS NCEES Record

Affiliations (Past/Present)

- National Society of Professional Surveyors
- National Society of Professional Engineers-KY Bluegrass Past President
- Georgia Engineering Foundation-Past President

Publications & Awards

- 2022 SBA Small Business of the Year (Kentucky) Homebased Business
- NAWIC Bluegrass Diamond Award, 20
- Bluegrass Nominee for Kentucky Young Engineer of the Year 2011.
- Georgia Young Engineer of the Year 2005
- Co-author to survey chapters of KYTC Highway Design Guidance Manual
- KY ASCE 2011 Infrastructure Report Card
- Multipe Articles, Where We Live (Hurst) 2008-2009
- Editorial Board, Georgia Engineer, 2005-2007)
- Civil Engineering Body of Knowledge for the 21st century, January 2004, America Society of Civil Engineers, (co-author)
- ACEC Atlanta Future Leaders graduate, 2004

Contact Information

- E: abbie@abbie-jones.com
- C: 859.559.3443

Introduction

Ms. Abbie Jones is the founder and owner of Abbie Jones Consulting in Lexington, a Civil Engineering and Land Survey consulting firm in 2011. The firm includes 4 licensed Professional Land Surveyors, 2 LSIT, 2 licensed Professional Engineers, 1 EIT, as well as project managers, drafters, and field crew. Ms. Jones brings a fresh look at the engineering and survey industry, having worked in both the public and private sectors. She has a solid background in all aspects of project conception, design, and implementation with a strong reputation of solid performance, responsiveness, and accountability. Abbie is active in various professional engineering organizations and has brought her expertise to co-authored papers and new regulations.

Originally from Tennessee, Ms. Jones married a Kentuckian while working in Georgia, where she was honored as the 2005 Young Engineer of the Year. To support her husband's neuroscience studies in Georgia and fellowship in Texas she became a consultant and finally City Engineer for two cities: Hurst, TX and Milton, GA. Abbie has called Lexington her home since 2009.

AJC Highlights

2011 Abbie Jones began as a single surveyor and engineer in Central Kentucky and Tennessee as a 100% remote business

2012 AJC added traffic Counting equipment and awarded first KYTC, LFUCG and University of Kentucky contracts.

2013 Added interns from the University of Kentucky Engineering department, presentations trainings for 10KYTC and 1 KAMM events

2014 Purchased additional traffic counting equipment, won first zoning case before LFUCG, established AJC Fleet program

2015 AJC hired another PLS, Tim Woodcock, Third Party certification as WBE, awarded master agreement wit DECA and received KYTC survey contract

2016 AJC hired another engineer, increased KYTC prequalification categories offered, added services to WV (1 of only 3 women PLS)

2017 Added on demand contract with LG&E/KU. NAWIC Bluegrass Diamond Honoree, Tory Burch Fellows Program Finalist

2018 First AJC design for LG&E/KU is bid and construction, began elevation certificate program, Tim Woodcock became KAPS director

2019 First international Airport runway survey performed, Abbie Jones graduates from SBA Emerging Leaders program, added additional staffing in Atlanta

2020 100% remote business model flourishes during pandemic, addition of VA and OH licenses, AJC supports first maternity leave

2021 AJC added services to SC, AL and MS, added another PE, Joyce Followell, began large 3d model for ATL Hartsfield airport

2022 AJC added 2 engineering CAD technicians, a survey coordinator, drone, scanning and bathymetry surveys to our line of services. Enjoyed first year with $1m in revenue. Became SBA KY Division Remote Business of the year.

2023 Biggest year to date with 177 unique projects, with 239 tasks, and $1.3 million in invoicing up 23% from 2022.

Previous Personal Employment:

2009-2010 Nesbitt Engineering, Land Surveyor and Civil Engineer

2008-2009 City of Hurst, TX, City En
gineer and Floodplain Administrator.

2002-2008 Lowe Engineers, Atlanta, GA, Service to newly formed City of Milton, GA as first City Engineer by contract and project manager for Fortune 500 Client

2000-2002 Pond & Company, Atlanta, GA, Civil Engineer and GIS

1996-1999 Huddleston-Steele, Murfreesboro, TN, Drafting

Tim Woodcock, PLS



Introduction

Tim Woodcock is a Land Surveyor with Abbie Jones Consulting. Mr. Woodcock has over 40 years of surveying experience covering a wide range of applications, across the entire Commonwealth of Kentucky. Tim has lived his whole life in Pulaski County, Kentucky, and plans to retire to enjoy his garden and golfing in Somerset.

Tim provides office and field survey for our projects. Mr. Woodcock has extensive experience including Aerial Mapping, Utility, and Property Boundary Surveys for Aviation, Railroad lines, Commercial, Military Bases, Construction Staking, and Residential Properties.

Recent Large Projects & Farm Boundary Experience

- Hartsfield-Jackson Atlanta International Airport – Deicing Complex(2021-2022) 3d Model of new facility and connecting roadways and As Built drawings.
- KYTC Statewide Aviation (2015-Present) 74 task orders to date. We've completed surveys at every Kentucky regional airport. Our services have been used for PACS/SACS for NGS AGIS system, design surveys, runway marking, boundary and inventory.
- KDFWR Ataya, Leslie County, KY (2023) – Ongoing survey of the Leslie County portion of the Cumberland Forest WMA for the Kentucky Department of Fish and Wildlife Resources and The Nature Conservancy. The areas we are surveying will be a portion (15,000 acres) of a permanent public conservation easement of 54,000 acres. Role: Land Surveyor.
- Angel's Envy Henry Campus, Henry County, KY (2018 – present) – Asbuilt survey including drone surveys, traditional surveys, and scanning for roadways, dams, and new construction.
- CVG Runway 18L, Hebron, KY (2023) – Topographic Survey to FAA standards at the US's busiest airport. We surveyed the pavement replacement plan for the Western-most North/South Runway which is over 8000 feet long. We also worked on a survey for construction.

Previous Personal Employment:

2009-2015 TECO Coal Corporation, Administration Programs Manager
2008-2009 Precision Tech Solutions, Land Surveyor
2000-2008 Hinkle Contracting Corporation, Surveying Supervisor
1995-2000 Turner Land Surveying Company/Cumberland Surveying & Drafting Corporation, Land Surveyor
1983-1995 Interstate Coal Company, Assistant Land Surveyor. Crew Chief and instrument operator.

EDUCATION

- Pulaski County High School, Somerset, KY 1977
- Somerset Vocational Technical School Drafting Program 1976-1978
- EKU via Laurel County State Vocational Technical School Courses in CADD
- KY Tech Laurel Co Campus, PT Instructor 1995-97 for Autocad

REGISTRATIONS OR CERTIFICATIONS

- KY PLS 3124
- KAPS
- Grade Tech Level 1 and 2 (KY)
- Microsoft Access Level 1 & 2
- Microsoft Excel Level 1, 2, & 3
- Trimble Business Center
- KU Passport Trainer
- Dam Safety

CONTACT INFORMATION

- E: tim.woodcock@abbie-jones.com
- C: 859.227.7132

Eric Harris, PLS



Introduction

Eric Harris is a Professional Land Surveyor with Abbie Jones Consulting. Mr. Harris has over 20 years of surveying experience covering a diverse range of applications with a large focus on oil and gas work. Eric is originally from Flatwoods, KY and he enjoys camping, hiking, and cooking in his free time.

Recent Experience

- Frankfort Prevention Park Pump Station and Conveyances, Frankfort, KY –Lead Surveyor a 5-mile topographic survey for the design of a new forcemain and pump station to service an ever-growing medical center, local businesses and residential areas. Through the information we were able to provide to GRW (Prime) and City of Frankfort (Owner) they were able to provide a cost-effective option consolidating 9 pump stations and eliminate existing SSO and prevent future SOOs. The design will allow future development along the I-64 southwest of Frankfort. CVG airport: Topo of 2-mile runway. Role: Survey Party Chief and coordination
- Cincinnati/Northern Kentucky International Airport (CVG) Henton, KY - As a part of the Kenton County Airport Board's Airfield Pavement Management Program and to help make cost-effective decisions about pavement maintenance and rehabilitation, Abbie Jones was tasked to a pavement grade survey of the 11,000ft +/- runway 18C-36C, perform SUE Level B locates, and during the design stage we will be giving support to the geotechnical team.
- W6 Force Main and Conveyance Piping, Boone and Kenton Counties, KY – Lead surveyor and coordination of a topographic survey covering over 7 miles for a new forcemain and pump station. Through the information provided a design for a new forcemain and gravity sewer upsize will cross Banklick Creek at multiple locations and parallels and crosses Norfolk and CSX rail right over way to multiple locations
- KDFWR Ataya, Leslie County, KY (2023) – Ongoing survey of the Leslie County portion of the Cumberland Forest WMA for the Kentucky Department of Fish and Wildlife Resources and The Nature Conservancy. The areas we are surveying will be a portion (15,000 acres) of a permanent public conservation easement of 54,000 acres. Role: Project Manager and Survey Party Chief.

Previous Personal Employment:

2004-2021	Waymond Harris and Associates, Inc. Ashland, KY. Land survey party chief and drafter
2004	Lester Telemarketing, Wurtland, KY..Call center representative.

Education

- Russell Independent High School, Russell, KY Graduate 2004
- Trimble Business Center Training 2022

Registrations or Certifications

- KY PLS #4508
- OSHA 10
- TWIC
- Honorary Kentucky Colonel

Contact Information

- E: eric.harris@abbie-jones.com
- C: 606.694.1719

Jay Abbey



Introduction

Jay Abbey has a total of 28 years' experience in Field Surveys. Specializing primarily in US Government contracts, including bathymetric surveys, dam movement studies, and river revitalization studies with the U.S. Corps of Engineers. He has also had specialized training from the National Geodetic Survey in providing First and Second order leveling as well as advanced training in providing FAA standard surveys on airports throughout the United States. Jay has worked on various detailed location surveys on several Interstate Highway widening projects as well as State Highway design projects. He has worked on a wide variety of boundaries, construction layout, and topographic surveys including ALTA surveys in the state of Kentucky.

Recent Experience

- Traffic Data Collection support for Statewide Traffic Planning (sub to 3 primes), Statewide, KY (2012-present) - Work to date includes video turning movement counts, tube counts, and radar counts.
- KDFWR Ataya, Leslie County, KY (2023) – Ongoing survey of the Leslie County portion of the Cumberland Forest WMA for the Kentucky Department of Fish and Wildlife Resources and The Nature Conservancy. The areas we are surveying will be a portion (15,000 acres) of a permanent public conservation easement of 54,000 acres. Role: Field Surveyor.
- KYTC Statewide Aviation (sub to 1 prime), Statewide, KY (2015-Present) 74 task orders to date. We've completed surveys at every Kentucky regional airport. Our services have been used for PACS/SACS for NGS AGIS system, design surveys, runway marking, boundary and inventory.
- Angel's Envy Henry Campus, Henry County, KY (2018 – present) – Asbuilt survey including drone surveys, traditional surveys, and scanning for roadways, dams, and new construction.
- CVG Runway 18L, Hebron, KY (2023) – Topographic Survey to FAA standards at the US's busiest airport. We surveyed the pavement replacement plan for the Western-most North/South Runway which is over 8000 feet long. We also worked on survey for construction.

Education

- Henry Clay High School Lexington, KY

Registrations or Certifications

- First Aid/CPR
- NSPS Digital Leveling Course
- KYTC Enhanced Curved Signage

Contact Information

- E: jay.abbey@abbie-jones.com
- C: 859.338.7268

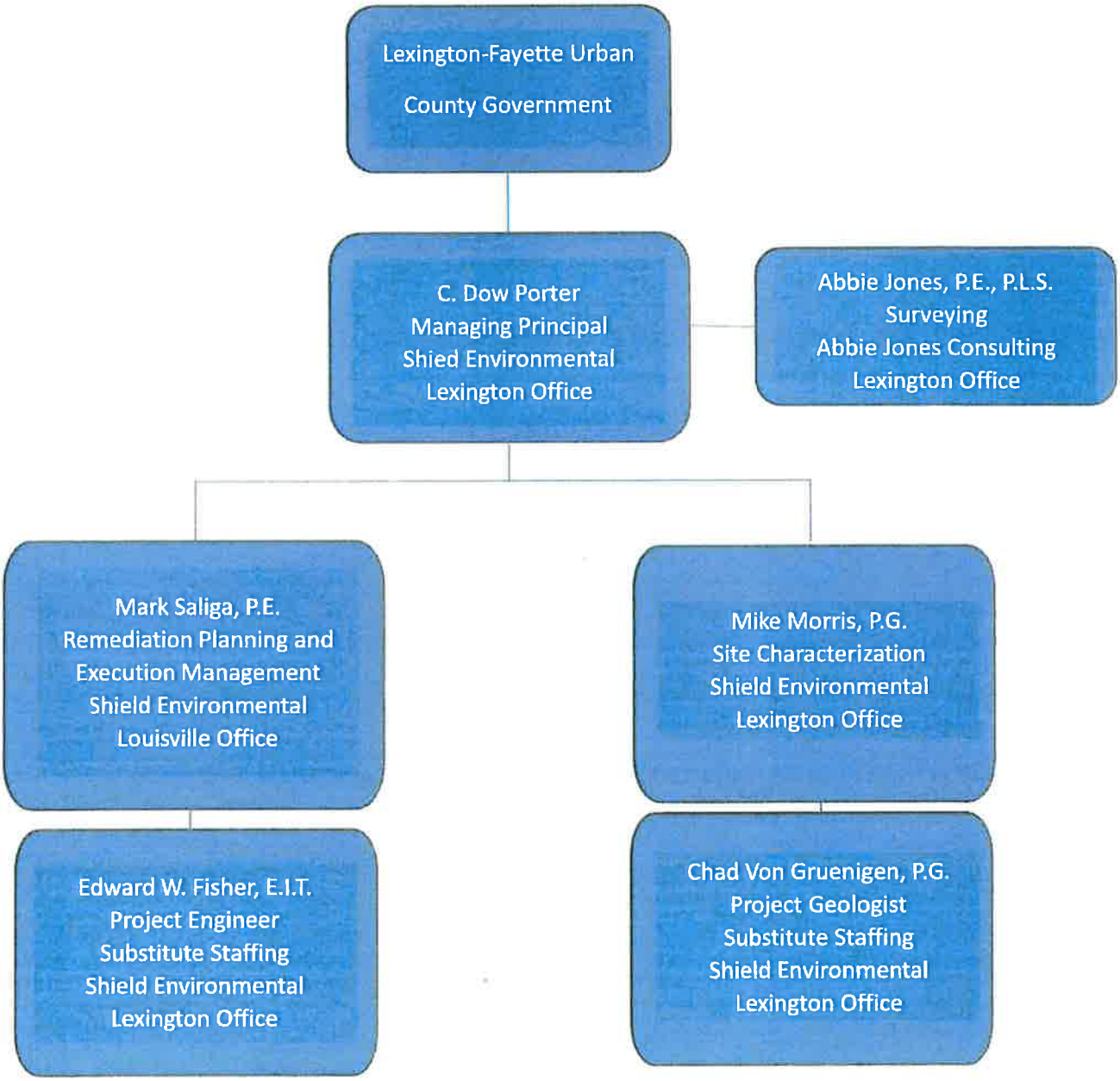
Previous Personal Employment:

2015	Contractor, CAD Drafting
2001-2010	GRW, Survey Party Chief, Aerial Surveys
1996-2001	MCS, Survey Party Chief.
1995-1996	EA Partners, Survey Party Chief.
1992-1995	Mitchell Engineers, Instrument Operator
1991-1992	Endicott and Associates

ORGANIZATION AND PERSON IN CHARGE OF PROJECT

Here is the information for the individual responsible for overseeing the project and an organizational chart illustrating the structure of the Shield team. The project lead for Shield Environmental will be C. Dow Porter, who serves as the Managing Partner of the company. You can reach him at the following contact information:

C. Dow Porter
948 Floyd Drive
Lexington, KY 40515
502-294-5155
Dow_Porter@shieldmw.com



4.LIST OF CLIENTS FOR WHICH SIMILAR WORK HAS BEEN PERFORMED

Our proposal for RFP 12-2024 Site Remediation 293 Southland Drive, Lexington, KY, includes a detailed list of previous clients, showcasing our extensive experience in similar projects. For each client, we provide the name, key contact information, and outline the specific projects we've completed, demonstrating our capability and expertise in the field of State Brownfield Redevelopment projects and environmental remediation. This evidence of our past successes underscores our qualification for this bid.

Client Contact	Project Name
University of Kentucky – Robert Kjelland, Phone (859) 257-3285, email: robert.kjelland@uky.edu	Central Parking Garage 5 (formerly Kennedy's Bookstore)
University of Kentucky – Robert Kjelland, Phone (859) 257-3285, email: robert.kjelland@uky.edu	Burley Tobacco Growers Association
GCH Insurance – John Hampton, Phone (859) 977-4873, email: johnwhampton@gchinsurance.com	AutoTech Service
Traditional Bank – Dan Mason, Phone (859) 533-2959, email: dmason@traditionalbank.com	Midas Muffler
Alltech® - Mark Coffman, Phone (859) 753-6242, email: mcoffman@lexingtonbrewing.com	Blue Grass Treated Wood
UCD Midland, LLC – Scott Shapiro, Phone (347) 633-0157, email: sdshapiro@gmail.com	Lexington Cut Stone
Roberts Heavy Duty Towing – Lee Roberts, Phone (859) 797-1779, email: LeeRoberts@robertsheavydutytowing.com	Baker Iron & Metal
JPG Financial, LLC - Joe Gay, Phone (859) 420-6776, email: joegay420@yahoo.com	Ledvance
Castle & Key – Will Arvin, Phone (859) 576-2400, email: will@castleandkey.com	Old Taylor Distillery
LFUCG – Greg Lubeck, Phone (859) 258-3446, email: glubeck@lexingtonky.gov	Webbs Dry Cleaner

5.FIRM REFERENCE PROJECTS





PROJECT: EnerSys
Richmond, Kentucky

SERVICES:
Preparation of Work Plans and Project Scope of Work
Conducted Site Investigations & Waste Characterizations
Prepared Corrective Action Plans
Conducted Soil Remediation and Disposal
Particulate Air Monitoring
Stormwater Drainage Improvements and Management
Site Restoration Activities

Shield Team: C. Dow Porter, Mike Morris P.G.

DESCRIPTION:

Shield was retained to perform a site investigation due to a potential release of lead. Shield developed a thorough site investigation plan and delineated the lead impacts and characterized the wastes for proper off-site disposal. A handheld X-ray fluorescent analyzer was utilized to provide real-time field measures of lead concentrations. A comprehensive Correction Action Plan (CAP) to remediate the impacts was developed and approved by KDEP. Shield retained and provided oversight of contractors utilized during CAP implementation. Due to sensitive properties within close proximity of the site, real-time monitors were utilized to continuously evaluate for elevated particulates. During the initial phase of the project, a total of 1,834 tons of non-hazardous waste along with 80 tons of hazardous waste were removed from the site. A second phase involved the excavation and disposal of over 2,600 tons of characteristically hazardous lead waste. Following remedial activities, Shield prepared and submitted a Correction Action Completion Reports and received Notice of Completion Option C from KDEP's Superfund Branch.

VALUE ADDED:

Shield efficiently managed the site investigation and remediation taking only 154 days between submission of the CAP and receipt of Notice of Completion Option C (Clean Closure Restored). Although buried asbestos material was discovered during remedial activities, the initial phase of the project was completed for $464,000 which was $35,000 less than the approved budget. The second phase of hazardous waste removal was completed for $1,376,000.





PROJECT: Derby Tank Car Superfund Site
Ekron, Kentucky

CLIENT: Kentucky Division of Waste Management – Superfund Branch
Nathan Hancock: (502) 564-6716

SERVICES: Preparation of Work Plans & Site Investigation Activities
Surface, Subsurface and Groundwater Sampling
Evaluation of Area Water Supplies
Interviews and Meetings with Community Leaders and Residents
Site Characterization and Corrective Action Plans
Remedial Design, Contractor Bid Specifications, and Oversight

Shield Team: C. Dow Porter, Mark Saliga, P.E.

DESCRIPTION:

The site is located on approximately 42 acres in size, outside of Ekron (Meade County), Kentucky. Originally operating as a distillery, the facility later became home of the Derby Tank Car Cleaning and Manufacturing company (DTC). The DTC operations consisted of cleaning, repairing, painting and lining railroad cars. The site was abandoned in the early 1990s and because potentially responsible parties could not be identified the state assumed responsibility for mitigating the site.

VALUE ADDED:

Shield's ability to assimilate and evaluate incomplete and conflicting historical data allowed this project to move forward. Regulatory and community concerns were addressed in a cost effective manner and the use of exploratory trenching coupled with real time data evaluation enabled Shield to fully characterize this site within budget constraints. Shield's approach transferred this site from a non quantifiable liability and eyesore for the citizens of Kentucky to a manageable remedial project with overall construction costs of approximately $800,000. The remedial activities were completed in 2008.

SHIELD ENVIRONMENTAL ASSOCIATES, INC.





PROJECT: Tipton Pond Remediation
Former Southern Wood Treatment Company
Mt. Sterling, Kentucky

CLIENT: Kentucky Division of Waste Management (KDWM)
Eric Brown
(502) 782-6567

SERVICES: Evaluated Historic Site Data
Prepared Project Scope of Work Plans
Conducted Site Characterization (Delineation & Waste Characterization)
Prepared Remedial Design Outline Documents
KPDES and USACE Wetland Disturbance Permitting
Prepared Remediation Construction Plans & Specifications
Conducted Remedial Construction Oversight & Documentation
Prepared Remedial Action Completion Report

SHIELD TEAM: C. Dow Porter, Mark Saliga, P.E., Mike Morris, P.G.

DESCRIPTION:

Shield was retained by the KDWM to design and implement remediation of Arsenic contaminated soil and water at the site. The environmental impacts at the site were a result of treating wood with ammoniacal copper arsenate (ACA) at the adjacent Former Southern Wood Treatment Company site. Shield first evaluated extensive historic data to prepare project work plans and then performed environmental site characterization activities for contamination delineation and waste characterization. Based on the results of this, Shield prepared Remediation Construction Plans & Specifications along with KPDES and Wetlands Permitting. During construction activities, Shield conducted Construction Oversight & Documentation on behalf of the KDWM to ensure compliance with the design.

VALUE ADDED:

Shield expedited site characterization activities to facilitate a cost-effective remedial design which allowed for targeted soil removal and therefore limited the volume of soil to be remediated. The Shield design also took advantage of site-specific features to eliminate disturbances to surrounding properties. Project construction bids were $557,000, resulting in over $235,000 of savings compared to the project budget.





PROJECT: Mercury Impacted WWTP Trickling Filter Abatement
Corbin, Kentucky

CLIENT: City Utilities Commission of Corbin (CUC)
Ronald Herd, General Manager (606) 528-4026

SERVICES:
Preparation of Work Plans & Site Investigation Activities
Contractor Bid Specifications
Oversight of Material Screening, Removal & Disposal
Disposal Characterization and Clearance Sampling
Building Structure Demolition
Oversight of Site Restoration
Comprehensive Remediation Report

Shield Team: C. Dow Porter, Mike Morris, P.G, Mark Saliga, P.E.

DESCRIPTION:

Upon receipt of a NOV for mercury discharges, Shield was retained by CUC to conduct site investigation activities and consulting services. Based upon the findings of Shield's investigation, the NOV was rescinded, but CUC decided to remove the former Trickling Filter structure to prevent future mercury releases. Subsequently, Shield prepared an Abatement Work Plan for approval by Kentucky Division of Waste Management and prepared a Project Manual with bid specifications for contractor selection. During abatement, Shield provided direct oversight of contractor activities and consulting services for waste disposal needs. A total of 40,000 lbs of mercury impacted material was removed and disposed, the former Trickling Filter structure was demolished, and the area was restored. The site received a clean closure letter from KDWM.

VALUE ADDED:

Shield's media screening and creative abatement plan resulted in over $150,000 in contractor cost savings for CUC. The investigation, abatement design, waste characterization, clearance sampling, and oversight services were all performed on time and within the established budget. The total project expense, including contractor fees, was completed for $265,400.

SHIELD ENVIRONMENTAL ASSOCIATES, INC.

6.LOCAL OFFICE

Shield Environmental serves as the principal contractor for the project, with **Abbie Jones Consulting** acting as a key subcontractor. Both firms are committed to leveraging their local offices to maximize the project's success, underscoring our dedication to community involvement and local expertise.

Shield Environmental was established in 1985 and has since evolved into a leading, privately-owned environmental consulting and engineering firm. With a rich history of serving industrial, municipal, commercial, and private sectors both in the U.S. and internationally, Shield is renowned for its comprehensive expertise in environmental, sanitary, and civil engineering, as well as in the sciences of air quality, geology, hydrogeology, biology, chemistry, and soil sciences.

Our Lexington, Kentucky, office, established as our headquarters, is the heart of our operations, housing 24 of our 28 professionals. This office is poised to deliver 75% of the work for the current project, emphasizing our commitment to employing local talent and resources. Additionally, our satellite office in Louisville, Kentucky, contributes 4 professionals to our dynamic team. Shield's leadership, comprising individuals with vast experience in both multinational corporations and state government, ensures unparalleled project insight and execution.

Abbie Jones Consulting, established in 2011, has rapidly grown to a team of 16 dedicated staff, with Ms. Abbie Jones herself being a licensed professional engineer and surveyor in multiple states. This firm pledges to allocate 85% of the project workload to its local staff, further reinforcing the project team's commitment to local expertise and community engagement.

Both firms not only boast significant local presence and expertise but also a shared vision of delivering safe, compliant, effective, and cost-efficient solutions tailored to the project's needs. Our combined local office staffing and utilization plans are designed to ensure that the vast majority of project services are performed by local professionals, thus supporting the local economy and ensuring a deep understanding of local environmental and regulatory contexts.

This collaboration between Shield Environmental and Abbie Jones Consulting, leveraging our strong Lexington presence and deep-rooted expertise, stands ready to meet and exceed the project's requirements, ensuring success through local engagement and specialized capabilities.

7. Disadvantaged Business Enterprise (DBE) Involvement

In line with the request for proposals (RFP) from the Lexington-Fayette Urban County Government and its goals for subcontracting to Disadvantaged Business Enterprises (DBEs), Shield Environmental is committed to fulfilling the mandate that a minimum of ten percent (10%) of the total project value be subcontracted to DBEs. We are dedicated to this cause and have made concerted efforts to collaborate with both DBE and Women's Business Enterprises (WBE) to meet these objectives.

Shield Environmental is pleased to report that the bulk of the tasks outlined in the RFP are within our expertise and will be executed by our skilled team. For specific services that are beyond our primary skills, such as

surveying and laboratory analysis, we have sought out and established partnerships with certified subcontractors to align with the inclusivity aims of the RFP.

For the project's surveying needs, we have formed a partnership with **Abbie Jones Consulting**, a certified WBE known for its surveying and engineering services. This partnership not only augments our team with crucial skills but also aligns with the RFP's diversity objectives by involving a woman-owned business for a substantial part of the subcontracted tasks.

We have successfully established a partnership with **Merit Laboratories, Inc.**, a certified DBE. This collaboration ensures that the laboratory analysis component of the project adheres to the RFP's diversity and inclusivity goals..

In adherence to the RFP's requirements, we are ready to provide a comprehensive account to the EEO Officer and the Director of the Division of Purchasing. This account will detail our extensive outreach efforts, the initial challenges faced in engaging a DBE laboratory, and the eventual successful partnership with Merit Laboratories, Inc., highlighting our commitment to broadening the inclusion of diverse suppliers despite earlier constraints.

Additionally, we remain receptive to advice and support from the Urban County Government agency in identifying and engaging with DBE subcontractors for future projects or later phases of this project, to meet and support these critical goals continuously.

Shield Environmental is dedicated to creating an inclusive and diverse project environment, demonstrated through our engagement with a **Abbie Jones Consulting**, (WBE) for surveying tasks and with **Merit Laboratories, Inc.** (DBE) for laboratory analysis.

8.STATEMENT OF HOURLY RATE

We are pleased to present detailed statement of Shield hourly rates in **Appendix I,** for our dedicated team members anticipated to contribute to the project(s). This encompasses project managers, project engineers, engineering/CAD technicians, clerical staff, and our proficient two-man survey party crews. Each position title, as outlined in the Project Team section, is assigned specific hourly rates to ensure clarity and transparency. Accompanying this proposal is a meticulously prepared spreadsheet that offers an estimate of the overall project completion cost. This estimate is based on our quoted hourly rates in conjunction with the projected hours required by each team member. Our aim is to deliver unmatched value and precision in forecasting the financial aspects of your project, ensuring a seamless and efficient collaboration.

Cost Estimate									
Site Remediation									
283 Southland Dr, Lexington, KY									
Shield Proposal No. 24-055									
		TYPE OF	UNIT	NUMBER	EXTEND.		MARK	Sub-	GRAND
ITEM		UNIT	COST	OF UNITS	COST		UP	Total	TOTAL
	Task 1								
1	Project Preparation and Planning- HASP, Contractor Procurement								
	Principal	hour	$175	3	$525				
	Project Manager	hour	$155	6	$930				
	CADD	hour	$75	1	$75				
	Private Utility Locate	each	$1,200.00	1	$1,200				
	Mileage	mile	$0.85	13	$11				
						$2,741		$2,741	
	Total								$2,741
2	Subsurface Soil Evaluation								
	Principal	hour	$175	3	$525				
	Professional Geologist	hour	$145	16	$2,320				
	CADD	hour	$75.00	1	$75				
	Geoprobe 7822 DT w/ DT22 Tooling	day	$1,200.00	1	$1,200				
	Geoprobe Operator	hour	$85.00	10	$850				
	Bentonite	each	$24.00	5	$120				
	DT22 5' Liners w/ core catchers	ech	$9.00	75	$675				
	Patch Material	LS	$50.00	2	$100				
	PID Meter	Day	$100.00	2	$200				
	Mileage	Mile	$0.85	26	$22				
	Per Diem	day	$25.00	4	$100				
	Sample Supplies	each	$3.00	50	$150				
	Sub Total					$6,337		$6,337	
	VOC Soil Sample (Merit Labs)	each	$102.00	50	$5,100	$5,100	15%	$5,857	
	Sample Shipping	LS	$100.00	1	$100	$100	15%	$115	
	Survey Contractor (Abbie Jones Consulting)	LS	$4,000.00	1	$4,000	$4,000	15%	$4,600	
	Total							$16,709	$16,709
3	Groundwater Evaluation								
	Principal	hour	$175	3	$525				
	Professional Geologist	hour	$145	8	$1,160				
	CADD	hour	$75	1	$75				
	Geoprobe 7822 DT w/ DT22 Tooling	day	$1,250	1	$1,250				
	Geoprobe Operator	hour	$85	8	$680				
	Bentonite	each	$24	5	$120				
	Temporary Assessment Wells	each	$250	5	$1,250				
	Geoprobe Operator	hour	$79	12	$948				
	Patch Material	LS	$50	2	$100				
	Mileage	Mile	$0.85	26	$22				
	Per Diem	day	$25	2	$50				
	Sampling Supplies	each	$14	5	$70				
	Measuring Wheel	day	$10	1	$10				
	Sub Total					$5,288		$6,280	
	VOC Water Sample (Merit Labs)	each	$102	5	$510	$510	15%	$587	
	Sample Shipping	LS	$50	1	$50	$50	15%	$58	
	Total								$6,904
4	Waste Characterization, EPA ID & Profiling								
	Principal	hour	$175	8	$1,400				
	Project Manager	hour	$155	12	$1,860				
	EPA ID No	LS	$300	1	$300				
	Sub Total					$3,560		$3,560	
	TCLP - VOCs (Merit Labs)	each	$150	4	$600	$600	15%	$690	
	Total								$4,250
	Task 2								
5	Remediation Plan								
	Principal	hour	$175	16	$2,800				
	Senior Project Manager	hour	$165	16	$2,640				
	Professional Engineer	hour	$145	30	$4,350				
	Project Manager	hour	$150	30	$4,500				
	Project Staff	hour	$115	16	$1,840				
	Design / Draftsperson	hour	$75	4	$300				

	Measuring Wheel	day	$10	1	$10				
	Truck Mileage	Mile	$0.85	13	$11				
	Truck Mileage	Mile	$0.85	384	$326				
						$16,777		$16,777	
	Total								$16,777
6	Building Demolition Plan								
	Principal	hour	$175	0	$0				
	Senior Project Manager	hour	$165	10	$1,650				
	Professional Engineer	hour	$145	20	$2,900				
	Project Manager	hour	$150	20	$3,000				
	Project Staff	hour	$115	0	$0				
	Design / Draftsperson	hour	$75	4	$300				
						$7,850		$7,850	
	Total								$7,850
7	Construction Contract Documents								
	Principal	hour	$175	16	$2,800				
	Senior Project Manager	hour	$165	32	$5,280				
	Professional Engineer	hour	$145	60	$8,700				
	Project Manager	hour	$150	20	$3,000				
	Project Staff	hour	$115	0	$0				
	Design / Draftsperson	hour	$75	20	$1,500				
	Truck Mileage	Mile	$0.85	40	$34				
	Truck Mileage	Mile	$0.85	256	$218				
						$21,832		$21,832	
	Total								$21,832
8	Bidding Assistance and Construction Administration and Oversight								
	Principal	hour	$175	20	$3,500				
	Senior Project Manager	hour	$165	40	$6,600				
	Professional Engineer	hour	$145	48	$6,960				
	Project Manager	hour	$150	84	$12,600				
	Project Staff	hour	$115	160	$18,400				
	Design / Draftsperson	hour	$75	10	$750				
	Per Diem	day	$25	20	$500				
	Truck Mileage	Mile	$0.85	600	$510				
	Sub Total					$49,820		$49,820	
	Survey Contractor (Abbe Jones Consulting)	LS	$4,000.00	1	$4,000	$4,000	15%	$4,600	
	Total								$54,420
9	Property Management Plan Update								
	Principal	hour	$175	2	$350				
	Project Geologist	hour	$145	4	$580				
	Design / Draftsperson	hour	$75	2	$150				
						$1,080		$1,080	
	Total								$1,080
	Total Project Estimate								$132,263
	Lump Sum Value for Additional Stakeholder /Property Owner Meetings Above Minimum								$700

9. ANTICIPATED SCOPE OF WORK

This section outlines the comprehensive Site Characterization and Remedial Action Plan Scope of Work developed by Shield Environmental Associates, Inc. in response to Request for Proposal (RFP) #12-2024. Our proposal is crafted to address the complex environmental concerns associated with the specified site, leveraging our extensive expertise in engineering and environmental consulting. The scope of work is divided into critical tasks, each designed to thoroughly assess and mitigate potential environmental hazards prior to

redevelopment activities. Our approach is grounded in rigorous scientific methodology and adheres to both federal and local environmental regulations, ensuring a comprehensive understanding and resolution of the site's environmental challenges. By executing this scope of work, Shield aims to facilitate a safe, efficient, and environmentally responsible site remediation, paving the way for future development while safeguarding public health and the environment.

ENVIRONMENTAL SAMPLING AND ASSESSMENT

Subsurface Soil Evaluation

Previous investigations conducted at the subject site have found detectable concentrations of tetrachloroethylene (PCE) and cis 1,2-dichloroethylene (cis-1,2 DCE) in soil samples collected under and adjacent to the existing building. Shield estimates that approximately 20-25 soil borings will need to be advanced using one of Shield's Geoprobe® direct-push drill rigs to fully characterize subsurface soils within the proposed Voluntary Removal Area shown in **Figure 1 in Appendix A.** The main objective of the extensive sampling within the remediation zone is to help reduce the volume of soil that will require disposal as hazardous waste.

Soil samples should be collected continuously on a 2-foot interval to bedrock refusal and field screened with a calibrated photoionization detector (PID) for the presence of volatile organic compounds (VOCs). A previous site investigation showed bedrock refusal from 5.7 to 7.7 feet below ground surface. It is recommended that two (2) samples from each boring with the highest field screening results be submitted to the laboratory for VOC analysis using USEPA SW-846 Method 8260B. Proposed soil boring locations are shown in **Figure 1 in Appendix A.**

Groundwater Evaluation

Trichloroethylene (TCE), vinyl chloride, PCE, and cis-1,2 DCE have been detected above their established Federal Maximum Contaminant Levels (MCLs) under and downgradient of the existing building.

Based on the laboratory results from previous investigations, Shield estimates that 3 to 5 temporary assessment wells (TAWs) will be required to assess the extent of groundwater impacts at the site.

Each TAW should be installed to the soil/bedrock interface with 5 feet of 0.010-inch slotted screen PVC. Groundwater samples collected from each TAW should be analyzed in the laboratory for VOCs using USEPA SW-846 Method 8260B.

Waste Characterization

It is important to note that soils impacted with solvents used in known dry-cleaning operations are likely to carry one or more hazardous waste codes. The potential Resource Conservation and Recovery Act (RCRA) waste codes for this soil would be F001, F002 (spent halogenated solvents), U210 (virgin solvent), and 0039 (tetrachloroethylene). In order for the soil to not carry these codes, analytical testing data demonstrating the soil no longer contains detectable levels of the source ingredient would be necessary. As such, in light of the data analyses contained within a previous Phase II ESA report, there's a strong likelihood that soil removed from the subject site will carry several codes and will need to be

disposed of in a Subtitle C hazardous waste landfill.

Following the initial subsurface site investigation outlined above, additional sampling will likely be necessary for TCLP VOCs to satisfy Subtitle C hazardous waste landfill requirements for the impacted soil and Subtitle D disposal facility's requirements for the disposal of any non-impacted material that originates from an area of known or suspected impacts.

Shield will assist LFUCG in obtaining a "Contained-In Determination" for the impacted material at the site. A "Contained-In" Determination is designed to allow environmental media (debris, soil, sediment, and water) contaminated with a listed hazardous waste (F, K, P or U waste codes) to be disposed of in a permitted solid waste facility only if the concentrations of the listed contaminants present are below certain levels. In the event that a Contained-In Determination can not be obtained, Shield will prepare the necessary documents required for LFUCG to obtain an EPA Hazardous Waste Generator ID for the waste requiring disposal as hazardous as well as the documents required to set up a waste profiles with the selected Subtitle C and Subtitle D facilities.

REMEDIATION PLANNING AND EXECUTION MANAGMENT

After the Sampling and Assessment activities described above are completed, Shield will then implement remediation planning and execution for the site. These activities will include the following along with all warranted meetings with LFUCG personnel and/or state regulators:

- *Remediation Plan* preparation;
- *Building Demolition Plan* preparation;
- Construction Contract Documents preparation (*Plans & Specifications*);
- Bidding Assistance and Construction Administration;
- Remediation Oversight; and,
- Property Management Plan updates.

Below is an outline of the activities which Shield will accomplish to complete the scope of services outlined in this RFP. Shield will use our extensive experience with similar re-development projects to implement these activities so that, utilizing information provided by LFUCG related to future property use, the remediation and thus planned re-development of the Southland Drive property will be accomplished with minimal interruptions and in the most cost-effective manner possible.

Remediation Plan

Based on the results of the completed environmental assessment activities at the site, Shield will prepare a *Remediation Plan* for the Project which will include; 1) an analysis of cleanup alternatives, 2) detailed environmental remedial steps to be implemented, 3) identification of goals to achieve site closure (i.e., full or partial clean closure letter) from the Kentucky Division of Waste Management (KDWM), and as a stand-alone document, 4) an estimate of probable costs. Specifically for this Southland Drive Project, it is currently anticipated that the *Remediation Plan* will address, at a minimum, removal of surface and/or subsurface hazardous substances from the site in areas of the proposed sewer alignment. Based on LFCUG's overall long-term objectives for the property, the plan for removal of hazardous substances may be designed as "complete" or "surgical" in nature. If, for example, LFCUG's long-term goal for this site is to achieve a full

"clean" closure letter from the KDWM, then "complete" removals may be warranted. On the other hand, if LFCUG's goal for this site via this Project is to only obtain a partial "clean" closure letter from the KDWM, then a "surgical" removal may be warranted. These options will be flushed out and decided in Shield's collaboration with LFCUG on this Project during development of the *Remediation Plan.*

The *Remediation Plan*, through an analysis of cleanup alternatives, will also evaluate potential exposure pathways based on the potential future use of the site by the LFCUG. Shield will use this evaluation to develop cleanup objectives for the proposed remediation and gain approval by the KDWM. The *Remediation Plan* will provide a Feasibility Study which will include an evaluation of remedial alternatives and thus select the most appropriate and cost-effective alternative for implementation designed to meet LFCUG's overall objectives for the site. Each cleanup alternative will be evaluated for, effectiveness, feasibility, and cost.

The *Remediation Plan* will provide the basis for development of required Contract Documents for implementation of the remediation and will include, related to the removal of hazardous substances from the site, the following:

- Quantity of material to be removed from the site (impacted soils, impacted groundwater, building slabs, and foundations,
- Determination of a disposal location(s) for removed material(s), including preparation of all profiles, and obtaining all necessary approvals for transport and disposal of the material,
- Measures necessary to prevent hazardous substances from migrating into the "clean" corridor of the site from surrounding soils,
- Training requirements for employees on the site conducting remediation efforts, and
- An outline of all required permits for execution of the *Remediation Plan* (possibly KYDOW Stream Construction Permit, Kentucky Division of Air Quality Demolition Permit, etc.),

The *Remediation Plan* will also outline warranted coordination with the Kentucky Division of Waste Management to obtain a full or partial "clean" closure letter for the site. It is understood that "clean" means the corridor is remediated to the residential allowable levels as defined in the Regional Screening Level Tables (for soil) or the federal MCLs (for water).

Additionally, as a stand-alone document, an Opinion of Probable Cost for the remediation, including but not limited to; material removal, transportation to and disposal at an appropriate facility, along with site restoration and stabilization will be prepared for LFUCG. It is understood that all work shall comply with the previously KDWM approved *Property Management Plan* for the Southland Drive site.

As part of this activity, Shield will coordinate and attend all warranted meetings with LFUCG staff such as review of the *Remediation Plan* at both the 50% and 100% completion stage.

Building Demolition Plan

As building demolition work is dangerous with many safety hazards and risks, a *Building Demolition Plan* is extremely important to manage those risks. While unique hazards and risks apply to each demolition work site, below are the most common that Shield may address in the *Building Demolition Plan*:

- Structural integrity of the existing structure;
- Surrounding buildings or structures;

- Hazardous material elimination from the building;
- Asbestos Containing Materials (ACM) management from within the structure in an environmentally conscious way;
- Site access and egress;
- Protection of power lines, water mains, gas lines, sewerage or other process lines either underground or above-ground;
- Disconnection of essential building utilities;
- Management of hazardous noise from demolition work; and
- PPE required for workers and other personnel.

Based on the results of the completed environmental assessment activities, Shield will prepare a *Building Demolition Plan* for the Project. The *Building Demolition Plan* will outline the work involved, assess the site risks, document the work to be accomplished and outline required safety procedures. The *Building Demolition Plan* will include:

- Overview of work;
- Identification of hazards and risks; and
- Notification of authorities.

First, the *Building Demolition Plan* will outline the demolition work scope. This will include where and when the work will occur along with key personnel and their responsibilities. Additionally, the type, height and overall size of the structure(s) to be demolished will be documented, along with the time frame to complete the work. In the overview, the *Building Demolition Plan* will also note pre-work considerations. This includes assessment of surrounding factors like public roads, or underground/above ground essential services like gas, water mains and/or power lines.

Next, the *Building Demolition Plan* will assess risk. Importantly, this assessment will identify safety hazards, risks, and determine appropriate control measures to carry out the work safely. In addition, the *Building Demolition Plan* will identify potential damage, and steps to mitigate, to the environment because of the planned demolition work.

Additionally, the *Building Demolition Plan* will describe any Permits from relevant regulatory authorities that may be required for the demolition work. This may include ACM removal plans & permits, air emissions permits, and stormwater management permits.

Construction Contract Documents

To implement the scope of work outlined in the *Remediation Plan* and the *Building Demolition Plan* outlined above, Shield will prepare *Construction Contract Documents* (i.e. Plans & Specifications) for Public Bid for the Project.

These *Construction Contract Documents* will include Construction Specifications which will detail the work to be accomplished and the quality of workmanship required. The Specifications will be utilized in conjunction with Construction Plans (i.e., Drawings) for the Project. Through the development of the *Construction Contract Documents*, Shield will work to take advantage of the following to ensure successful implementation of both the *Remediation Plan* and the *Building Demolition Plan*:

- In-Depth design & analysis of the site to produce the most cost-effective and value-added design for the work;
- Enhanced collaboration between Shield, LFUCG and the sewer extension design team to seek out synergies for an optimal remediation design;
- Creative Problem-Solving with flexibility to change the design approach if warranted; and
  Definition of construction costs. Knowing the cost of construction via the For Bid process before project construction begins will limit the financial exposure of LFUCG; and
- Because this is a "specialty project" for LFUCG, Shield will work to allow LFUCG to tackle this challenging Project with minimal issues throughout construction.

The *Construction Contract Documents* will be in the form of a Bid Set which will be presented to the LFUCG's Division of Water Quality Project Manager for approval prior to advertisement for Public Bids. Once Bids are received and the Contractor is selected, a Final Construction Set of the *Construction Contract Documents* will be prepared and presented to LFUCG's Division of Water Quality Construction Manager at a Pre-Construction Meeting.

As part of this activity, Shield will coordinate and attend all warranted meetings with LFUCG staff such as review of the *Construction Contract Documents* at both the 30% and 90% completion stage.

Bidding Assistance and Construction Administration

As part of the preparation of the *Construction Contract Documents*, Shield will work to assist the LFUCG Division of Purchasing with bidding services. This assistance will include:

- Advertisement for Bid;
- Coordinating and preparation of meeting summary of the Pre-Bid Conference;
- Preparation of Addenda and assisting Purchasing with any Addenda;
- Preparation of a Bid Tabulation and a letter of Recommendation to Award; and
- Preparation of a meeting summary of the Pre-Construction Conference.

After a Contractor is selected for the demolition and remediation work, Shield will work to assist the LFUCG with construction administration services, including:

- Review and process shop drawings;
- Daily site observation/monitoring;
- Review monthly pay requests from the Contractor;
- Coordinate and respond to Requests for Information (RFI) and Change Order (CO) requests;
- Coordinate and prepare documents necessary for the approval of Contract Change Orders;
- Schedule, conduct, and prepare meeting summaries of construction progress meetings;
- Attend and prepare meeting summary of a "Punchlist" Meeting;
- Prepare Record Drawings; and
- Prepare Project closeout documents (Engineer's Certification, Notices of Termination of permits, etc.)

Property Management Plan Update

As part of the Project's close-out, Shield will update the site's *Property Management Plan* to reflect updated site conditions. The *Updated Property Management Plan* will include a summary of the impacted media that remains, if any, after implementation of the site remediation and provide the requirements and recommendations needed during any future site re-development and/or sanitary sewer improvement work at the site.

Custom Solutions: The Shield Pledge

In our proposal, we emphasize that Shield Environmental's estimates are made in good faith, tailored to the unique challenges of remediating a contaminated site. The USDA Rural Development Utility Program Fee Guide's recommendations, while valuable, do not fully cater to the specific needs of this project. This discrepancy highlights the specialized nature of our work, requiring customized solutions. Our approach is designed with precision and a commitment to environmental integrity, ensuring effective and sustainable outcomes.

APPENDIX A

Figure 1

PROPERTY BOUNDARY
LEGEND:
PROPOSED SITE CHARACTERIZATION SOIL BORING LOCATIONS MAP (27 TOTAL)
40' WIDE VOLUNTARY REMOVAL
10' DEEP
1,200 CUBIC YARDS
1,800 TONS
PROPOSED SEWER LINE
0
15'
30'
45'
FIGURE 1
PROPOSED SITE CHARACTERIZATION SOIL BORING LOCATIONS MAP
FORMER WEBBS DRY CLEANING
209 SOUTHLAND DRIVE
LEXINGTON, FAYETTE COUNTY, KENTUCKY
FEBRUARY 2024
PROJECT NO: 123-2660
DRAWN BY: SW
APPROVED BY: ODP
SHIELD
ENVIRONMENTAL ASSOCIATES, INC.
948 Floyd Drive
Lexington, KY 40505
(859) 294-5165

APPENDIX B
ANNENDUM #1

MAYOR LINDA GORTON

LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #1

RFP Number: #12-2024

Date: February 23, 2024

Subject: Remediation Plan for 297 Southland Drive

Address inquiries to:
Brian Marcum
brianm@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced RFP:

The RFP submittal date has been extended to Friday, March 1, 2024 at 2:00 PM EST.

- Submitters should identify how many local (per rfp) workers will be in work force calculation. **Please show your local employment as a percentage of you total workforce to be used in the performance of this rfp.**

- Design Fee is to be based on USDA/RD rate schedule, but they didn't know the construction cost estimate to determine that since it's based on percentage of construction. **The proposed corridor and pipe profile is shown in the RFP. Assume all material in the corridor down to bedrock will be removed and backfilled, unless the Phase II ESA indicates otherwise.**

- Do we provide RD Summary Sheet? It's public I think on their website and use that as basis? **Yes. The May 2022 Kentucky USDA Rural Development Utility Program Fee Guide is attached.**

- **The selected consultant shall begin work on obtaining Kentucky eClearingouse approval of the project upon issuance of the Notice to Proceed. Instructions for accessing the Kentucky eClearinghouse website and specific information on the grant is included in the attachment labeled E 7.**

- According to the USDA Rural Development Utility Program Fee Guide, rates are shown as a percentage of construction cost which is provided as ranges. The overall remediation cost will not be known during performance of the requested Phase II Site Assessment. Thus, are hourly rates for

labor, equipment, material & expenses acceptable? **Hourly rates for labor, equipment, material and expenses are acceptable to be used as the basis for any change orders (additive or deductive). The proposed corridor and pipe profile is shown in the RFP. Assume all material in the corridor down to bedrock will be removed and backfilled, unless the Phase II ESA indicates otherwise. Total scope fee will be based upon this information.**

- Will the existing building be demolished before Phase II begins, or after? **Existing building will be demolished to slab level before the Phase II.**
- Should demolishing the building be included as part of the remediation efforts? **Building slab and foundations removal are part of the remediation effort.**
- Should a hazardous material survey be conducted during the Phase II work? **Building material sampling has been done under separate contract and material will be abated under separate contract. Successful firm may request a copy of the building material survey.**
- What are the necessary documents to be submitted to the Kentucky eClearinghouse to obtain a Kentucky eClearinghouse Endorsement Letter? **Ky eClearinghouse information previously provided and instructions for accessing the eClearinghouse are attached.**
- What details / information is needed for the Certificate of Project Completion? **Exhibit 11 from the grant award documents is attached.**

Exhibits Attached
RDA Fee Schedule
eClearinghouse Information
E7 eClearinghouse endorsement
E11 Certificate of Project Completion

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: Shield Environmental Associates, INC.

ADDRESS: 948 Floyd Drive, Lexington, KY 40505

SIGNATURE OF BIDDER: _____

APPENDIX C
AFFIDAVIT

AFFIDAVIT

Comes the Affiant, C. Dow Porter, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is C. Dow Porter and he/she is the individual submitting the proposal or is the authorized representative of Shield Environmental Associates, 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."

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.

C. Dow Porter

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by C. Dow Porter on this the 1st day of March, 2024.

My Commission expires: May 26, 2026

Danita Farrier

NOTARY PUBLIC, STATE AT LARGE

DANITA FARRIER
Notary ID # KYNP52477
NOTARY PUBLIC
My Comm. Exp: 05-26-2026
STATE AT LARGE, KENTUCKY

APPENDIX D
AFFIRMATIVE ACTION PLAN

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: *Shield Environmental Associates, INC.*

Complete Address: *948 Floyd Drive, Lexington, KY 40505*
Street City Zip

Contact Name: *C. Dow Porter* Title: *Managing Principal*

Telephone Number: *(859) 294-5155* Fax Number:

Email address: *dow_porter@shieldmw.com*

SHIELD
ENVIRONMENTAL ASSOCIATES, INC.

March 8, 2021

Rhonda Triplett-Sharfe
Administrative Specialist II
Finance and Administration Cabinet
Office of Equal Employment Opportunity/Contract Compliance
702 Capital Avenue – Capitol Annex, Room 395
Frankfort, KY 40601

Subject: Shield Environmental Associates, Inc.
Affirmation Action Plan – Updated for 2021

Dear Ms. Triplett-Sharfe,

Shield Environmental Associates, Inc. (Shield) is in receipt of the February 17, 2021 notification letter, whereby your office instructed Shield to submit a bona fide affirmative action plan.

As such, we have updated our Affirmative Action Plan including newly established goals for compliance (AAP Part 2) and an Affidavit of Effort To Comply (AAP Part 3). This updated plan is attached to this letter.

After reviewing Shield's plan, please feel free to contact me or Dow Porter with any questions or concerns.

Sincerely,
SHIELD ENVIRONMENTAL ASSOCIATES, INC.

Mark F. Sweet, P.G.
President

Attachment

KY EXCEL

Lexington
948 Floyd Drive
Lexington, KY 40505
Telephone 859.294.5155
Fax 859.294.5255
www.shieldenv.com
Louisville, KY

SHIELD ENVIRONMENTAL ASSOCIATES, INC.
AFFIRMATIVE ACTION PLAN

February 19, 2021

Shield Environmental Associates, Inc. (Shield) is an employee-owned, full-service environmental engineering and consulting firm with offices located in Lexington and Louisville, Kentucky. This plan has been developed by Shield in order to ensure that all individuals have an equal opportunity for employment, without regard to race, color, religion, sex, national origin, disability or status as a Vietnam era or special disabled veteran.

Shield has developed policies and procedures to guide the firm in its effort to avoid discriminatory hiring practices. This plan shall serve as a set of specific, result-oriented procedures to which the firm will apply every good faith effort to ensure compliance.

As such, to comply with the requirements of the Kentucky EEO Act, KRS 45.600(3), Shield will enact the following measures:

1. Equal and fair treatment will be provided to all employees regardless of race, color, religion, national origin, sex, age, or disability.

2. A complete up-to-date record of employees classified by race, sex, and job classification will be maintained and semi-annual reports will be submitted to the Kentucky Office of Equal Employment Opportunity and Contract Compliance.

3. All employees will be advised at the time of employment that Shield is an equal opportunity / affirmative action employer and that hiring, promotion, or demotion is based on an individual's qualifications and ability to perform the work.

4. Shield will cooperate with and support apprenticeship-training programs based on affirmative action.

5. Recruiting advertisements and all notices relating to employment will include the clause "An Equal Opportunity Employer M/F/D". This clause will be printed on all correspondence and notices relating to employment.

6. A company policy statement outlining Shield's commitment to equal employment opportunity and affirmative action will be posted in conspicuous places throughout our offices.

7. Shield has appointed Amy Dunagin to serve in the capacity of the equal employment opportunity / affirmative action (EEO/AA) officer. The EEO/AA is authorized to supply reports and represent Shield in all matters regarding this affirmative action plan.

8. The name, address and telephone number of the EEO/AA officer will be posted in conspicuous places throughout the facility. The officer will be responsible for the following:

    A. Implementing all phases of the affirmative action plan;

    B. Maintaining a close liaison with the compliance staff of the Commission on Human Rights regarding non-discriminatory requirements;

    C. Conducting periodic audits of employment practices to ensure non-discrimination;

    D. Semi-annual or more frequent instruction of all supervisory personnel about equal opportunity / affirmative action non-discrimination responsibilities;

    E. Periodically instructing supervisors about their responsibilities to ensure that minorities are not subject to any type of discriminatory practices or harassment;

    F. Semi-annual reviews with all supervisory personnel to ensure that the EEO / AA program is being implemented at all levels;

    G. Notifying all minority recruitment sources in writing that Shield is an equal opportunity / affirmative action employer and notification to same of job openings;

    H. Notification to all eligible employees regarding promotions or vacancies to ensure equal employment opportunity;

    I. Maintaining all facilities and activities on a non-discriminatory basis;

    J. Maintaining applicant flow data with the title of job, referral source, sex, race, and final action with reasons for any rejections; and

    K. Seeking to utilize minorities to the same degree as all others based on the following factors in the civilian labor area:

        1. The minority population of the labor area surrounding the facility;

2. The size of the minority unemployment forces in the area surrounding the facility;

3. The percentage of the minority workforce as compared with the total workforce in the area;

4. The availability of minorities having requisite skills in the immediate labor area;

5. The availability of minorities having requisite skills in the reasonable recruitment area;

6. The availability of promotable and transferable minority employees in the company;

7. The existence of institutions capable of training persons in the requisite skills; and

8. The degree of training the company is reasonably able to undertake as a means of making all job classes available to minorities.

Signature of Company Official

President
Title

February 19, 2021
Date

Commonwealth of Kentucky
Finance and Administration Cabinet
Office of EEO/Contract Compliance
Room 395, Capitol Annex, Frankfort, KY 40601
Ph: (502) 564-2874 / Fax: (502) 564-1055
AFFIRMATIVE ACTION PLAN GOALS & TIMETABLES FORM
(AAP Part 2)

JOB CATEGORIES	Present Workforce			Total Projected Openings	Commitment To Increase Minority Utilization				Commitment To Increase Female Utilization			
	Total Employees	Total Minorities	Total Females		2021 Minorities	2022 Minorities	2023 Minorities	2024 Minorities	2021 Females	2022 Females	2023 Females	2024 Females
Officials and Managers	3		1	0								
Professionals	15		3	0	2	1	1	1				
Technicians	4		2	0								
Sales												
Clerical	1		1	0								
Craft Workers (skilled)	1			0								
Operatives (semiskilled)												
Laborers (unskilled)												
Service												
TOTAL	24		7	0	2	1	1	1				

For Official Use Only

Name of Firm: Shield Environmental Associates, Inc.

Company Official's Signature: [signature] Title: President

Telephone: 859-294-5155 Fax: 859-294-5255 Date: March 8, 2021

AFFADAVIT OF EFFORT TO COMPLY
(AAP Part 3)

The undersigned, after first being duly sworn, states as follows: I Mark F. Sweet, have authority to sign this affidavit on behalf of Shield Environmental Associates, Inc. Shield Environmental Associates, Inc.'s work force is not reflective of the percentage of minorities in the labor area. However, according to the Kentucky EEO Act, KRS 45.600(6), Shield Environmental Associates, Inc. has complied with all other affirmative action requirements. Further, Shield Environmental Associates, Inc. has made every reasonable effort to comply with said percentage requirements.

AFFIANT:

Company Official's Signature

President
Title

February 19, 2021
Date

COMMONWEALTH OF KENTUCKY
COUNTY OF _____

Subscribed and sworn to before me by Mark F. Sweet, President of Shield Environmental Associates, Inc. this 19th day of February, 2021

MY COMMISSION EXPIRES ON: Linda Lane
NOTARY PUBLIC

June 21, 2022

LINDA LANE
My Commission Expires 06-21-2022
NOTARY PUBLIC
Notary ID # 601901
STATE AT LARGE, KENTUCKY

APPENDIX E
AMERICAN RESCUE PLAN

AMERICAN RESCUE PLAN ACT

CERTIFICATION OF COMPLIANCE FOR AMERICAN RESCUE PLAN ACT EXPENDITURES

The Lexington-Fayette Urban County Government ("LFUCG") may classify the subject matter of this bid as an expenditure under the American Rescue Plan Act of 2021. Expenditures under the American Rescue Plan Act of 2021 require evidence of 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 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 classifies the subject matter of this bid as an expenditure under the Amercian Rescue Plan Act. 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. Either party may terminate this Agreement for good cause shown with forty-five (45) 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 45 days, then the Agreement shall terminate on the forty-fifth day.

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.*

5.

6.

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 American Rescue Plan Act 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 American Rescue Plan Act 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.

Signature

2/29/24
Date

APPENDIX F
EQUAL OPPORTUNITY AGREEMENT

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

Shield Environmental Associates, INC.

Name of Business

APPENDIX G
GENERAL PROVISIONS

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 curethe 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

2/29/24
Date

APPENDIX H
MWDBE PARTICIPATION FORMS

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 12-2024

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 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. Abbie Jones Consulting	WBE	Surveying	$8,000	6%
2. Merit Labs	DBE	Laboratory Analytical	$6,210	4%
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.

Shield Environmental Associates, INC.
Company

C. Dow Porter
Company Representative

March 1, 2024
Date

President
Title

APPENDIX I
SHIELD HOURLY RATES

SHIELD ENVIRONMENTAL ASSOCIATES, INC.
Rate Schedule for 2024

Direct Labor:		
Principal	PR	175.00 hour
Senior Project Manager	SPM	165.00 hour
Project Manager	PM1	155.00 hour
	PM2	150.00 hour
Engineer/Geologist		
Professional Engineer	PE1	145.00 hour
	PE2	130.00 hour
	PE3	120.00 hour
Professional Geologist	PG1	145.00 hour
	PG2	130.00 hour
	PG3	120.00 hour
Project Staff	PS1	115.00 hour
	PS2	105.00 hour
	PS3	100.00 hour
	PS4	95.00 hour
Licensed Asbestos Inspector	ACM	140.00 hour
Certified WWTP Operator	CO	95.00 hour
Environmental Technician	ET1	85.00 hour
	ET2	80.00 hour
GeoProbe® Operator	GPO	85.00 hour
Design/Draftsperson	CD1	75.00 hour
Word Processor	CL1	65.00 hour
General Laborer	GL	65.00 hour
Drilling Equipment:		
GeoProbe® - 54 LT	Full Day	1,200.00 *
	Half Day	700.00 *
GeoProbe® - 6620 DT	Full Day	1,000.00 *
	Half Day	625.00 *
GeoProbe® - 7822 DT	Full Day	1,200.00 *
	Half Day	700.00 *
Direct Expenses:		
Subcontract Services		Cost plus 15%
Travel, Field Supplies, Non-listed Direct Expenses		Cost plus 15%
Mileage Charge		0.85 mile
Truck Charge (in Lieu of Mileage)		125.00 day
Truck Charge w/Lift Gate (in Lieu of Mileage)		135.00 day

* Plus Labor, Mileage and Materials

APPENDIX J
WORKFORCE ANALYSIS FORM

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 12-2024

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 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. Abbie Jones Consulting	WBE	Surveying	$8,000	6%
2. Merit Labs	DBE	Laboratory Analytical	$6,210	4%
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.

Shield Environmental Associates, INC.
Company

C. Dow Porter
Company Representative

March 1, 2024
Date

President
Title

EXHIBIT D

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES AND RELATED MATTERS

4879-1704-8242, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0339-24

File ID:	0339-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	03/25/2024
File Name:	Facility Usage Contract -FCPS Frederick Douglass HS - Truck -a-Palooza			**Final Action:**	04/25/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Fayette County Board of Education for space to host Truck-A-Palooza, for the Div. of Environmental Services, at a cost not to exceed $536.80. [Div. of Environmental Services, Carey]

Notes: PER Jennifer Carey on 1/21/2024: This agreement was entered into via an on-line reservation system with FCPS, and therefore didn't require any wet, original signatures (nor e-signatures). Thus there isn't a contract to keep on file for this item."

Sponsors:		**Enactment Date:**	04/25/2024
Attachments:	bluesheet memo FCPS Facility Usage Contract for TaP at FDHS, 0339-24- Frederick Douglass High School Facilities Agreement 4870-3369-8997 v.1.docx, R-175-2024	**Enactment Number:**	R-175-2024
Deed #:		**Hearing Date:**	
Drafter:	Crystal Williams Goowin	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/09/2024	Approved and Referred to Docket	Urban County Council	04/11/2024		Pass
1	Urban County Council	04/11/2024	Received First Reading	Urban County Council	04/25/2024		
1	Urban County Council	04/25/2024	Approved				Pass

Text of Legislative File 0339-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Fayette County Board of Education for space to host Truck-A-Palooza, for the Div. of Environmental Services, at a cost not to exceed $536.80. [Div. of Environmental Services, Carey]

Summary

Authorization to execute a Facility Usage Contract between Fayette County Public Schools, Frederick Douglass High School (FDHS), and LFUCG Division of Environmental Services to host Truck-A-Palooza on June 8, 2024, using FDHS facilities, at a cost of $536.80. Funds are Budgeted. (L0339-24) (Carey/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select Yes Completed by Evan Thompson 3/19/2024

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

Fully Budgeted [select]: Yes

Account Number: 1115-313201-3095-75101

This Fiscal Year Impact: $536.80

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance: $40,371.80

MAYOR LINDA GORTON

LEXINGTON

JENNIFER M. CAREY, P.E.
DIRECTOR
ENVIRONMENTAL SERVICES

TO: Mayor Linda Gorton
Urban County Council

FROM: Jennifer M. Carey
Jennifer M. Carey, P.E., Director
Division of Environmental Services

DATE: March 19, 2024

SUBJECT: Agreement with Fayette County Public Schools, Frederick Douglass High School

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Request
The purpose of this memorandum is to request Council approval of a Facility Usage Contract between Fayette County Public Schools, Frederick Douglass High School (FDHS), and LFUCG Division of Environmental Services.

Why are you requesting?
The Facility Usage Contract is for the purpose of using FDHS's facilities to host Truck-a-Palooza on June 8, 2024. Truck-a-Palooza is an annual event hosted by the Department of Environmental Quality and Public Works to showcase the various trucks utilized within the Department. Unlike previous years, Truck-a-Palooza cannot be hosted at the LFUCG Landfill Training Pad at 1631 Old Frankfort Pike this year due to construction of the salt barn.

What is the cost in this budget year and future budget years?
The cost for FY24 is $536.80. No additional costs are anticipated in future budget years.

Are the funds budgeted?
Yes, funds are budgeted in 1115-313201-3095-75101.

File Number: 0339-24

Director / Commissioner: Carey / Albright

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE FAYETTE COUNTY BOARD OF EDUCATION FOR SPACE TO HOST TRUCK-A-PALOOZA, FOR THE DIVISION OF ENVIRONMENTAL SERVICES, AT A COST NOT TO EXCEED $536.80.

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 the Fayette County Board of Education for space to host Truck-A-Palooza, for the Division of Environmental Services.

Section 2 –That an amount, not to exceed the sum of $536.80, be and hereby is approved for payment to the Fayette County Board of Education from account # 1115-313201-3095-75101, 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
0339-24:EPT_4870-3369-8997, v. 1

RESOLUTION NO. 175 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE FAYETTE COUNTY BOARD OF EDUCATION FOR SPACE TO HOST TRUCK-A-PALOOZA, FOR THE DIVISION OF ENVIRONMENTAL SERVICES, AT A COST NOT TO EXCEED $536.80.

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 the Fayette County Board of Education for space to host Truck-A-Palooza, for the Division of Environmental Services.

Section 2 –That an amount, not to exceed the sum of $536.80, be and hereby is approved for payment to the Fayette County Board of Education from account # 1115-313201-3095-75101, 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

0339-24:EPT_4870-3369-8997, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0340-24

File ID:	0340-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	089-2024	**In Control:**	Urban County Council
				File Created:	03/25/2024
File Name:	Gresham Smith Coldstream Regional Park Master Plan			**Final Action:**	04/25/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Professional Services Agreement (awarded pursuant to RFP No. 3-2024) with Gresham Smith, to update the Coldstream Regional Park Master Plan, for the Div. of Environmental Services, at a cost not to exceed $189,458. [Div. of Environmental Services, Carey]

Notes: in office 3/25/2024. MS

Stamped and filed in the CCO. Returned to Jennifer Carey 4/26/2024. MS

Sponsors:		**Enactment Date:**	04/25/2024
Attachments:	bluesheet memo Gresham Smith Coldstream Regional Park Master Plan, 0340-24- Gresham Smith Coldstream Regional Park Master Plan 4854-7839-8645 v.1.docx, R-176-2024, Contract #089-2024	**Enactment Number:**	R-176-2024
Deed #:		**Hearing Date:**	
Drafter:	Crystal Williams Goodwin	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/09/2024	Approved and Referred to Docket	Urban County Council	04/11/2024		Pass
1	Urban County Council	04/11/2024	Received First Reading	Urban County Council	04/25/2024		
1	Urban County Council	04/25/2024	Approved				Pass

Text of Legislative File 0340-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Professional Services Agreement (awarded pursuant to RFP

No. 3-2024) with Gresham Smith, to update the Coldstream Regional Park Master Plan, for the Div. of Environmental Services, at a cost not to exceed $189,458. [Div. of Environmental Services, Carey]

Summary

Authorization to execute a Professional Services Agreement with Gresham Smith to perform the scope of services as detailed in RFP #3-2024 for an update of the Coldstream Regional Park Master Plan at a cost not to exceed $189,458. This project is to be completed no later than December 31, 2024. Funds are Budgeted. (L0340-24) (Carey/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select Yes Completed by Evan Thompson 2/28/24

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

Fully Budgeted [select]: Yes

Account Number: 1105-313201-3092-71299

This Fiscal Year Impact: $ $189,458

Annual Impact: $

Project: COLDSTREAM_2024

Activity: GREENSPACETRUST

Budget Reference:

Current Balance: $250,000.00

MAYOR LINDA GORTON

LEXINGTON

JENNIFER M. CAREY, P.E.
DIRECTOR
ENVIRONMENTAL SERVICES

TO: Mayor Linda Gorton
Urban County Council

FROM: Jennifer M. Carey
Jennifer M. Carey, P.E., Director
Division of Environmental Services

DATE: February 28, 2024

SUBJECT: Agreement with Gresham Smith for the Coldstream Park Regional Master Plan

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Request
The purpose of this memorandum is to request Council authorization for the Mayor to execute a Professional Services Agreement with Gresham Smith to perform the scope of services as detailed in RFP #3-2024 Consultant for Coldstream Regional Park Master Plan for an amount not to exceed $189,458. This project is to be completed no later than December 31, 2024.

Why are you requesting?
As part of Council's FY23 Fund Balance discussion last fall, funds were allocated to the Division of Environmental Services to complete an extensive update of the Coldstream Park Master Plan, originally completed in 1999. RFP #3-2024 was issued and proposals were received from five consultants. The selection committee has recommended the selection of Gresham Smith in response to RFP #3-2024 Consultant for Coldstream Regional Park Master Plan.

What is the cost in this budget year and future budget years?
The cost for FY24 is $189,458. There will not be any cost in future budget years.

Are the funds budgeted?
Yes, funds are budgeted and available in
1105-313201-3092-71299 2024 COLDSTREAM_2024 GREENSPACE TRUST

File Number: 0340-24

Director / Commissioner: Carey / Albright

pc: Monica Conrad, Director, Division of Parks and Recreation

RESOLUTION NO. _____ – 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT (AWARDED PURSUANT TO RFP NO. 3-2024) WITH GRESHAM SMITH, TO UPDATE THE COLDSTREAM REGIONAL PARK MASTER PLAN, FOR THE DIVISION OF ENVIRONMENTAL SERVICES, AT A COST NOT TO EXCEED $189,458.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Professional Services Agreement (awarded pursuant to RFP No. 3-2024), which is attached hereto and incorporated herein by reference, with Gresham Smith, to update the Coldstream Regional Park Master Plan, for the Division of Environmental Services.

Section 2 – That an amount, not to exceed the sum of $189,458.00, be and hereby is approved for payment to Gresham Smith, from account # 1105-313201-3092-71299, pursuant to the terms of the Professional Services Agreement.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF THE URBAN COUNTY COUNCIL
0340-24:EPT_4854-7839-8645, v. 1

RESOLUTION NO. 176 – 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT (AWARDED PURSUANT TO RFP NO. 3-2024) WITH GRESHAM SMITH, TO UPDATE THE COLDSTREAM REGIONAL PARK MASTER PLAN, FOR THE DIVISION OF ENVIRONMENTAL SERVICES, AT A COST NOT TO EXCEED $189,458.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Professional Services Agreement (awarded pursuant to RFP No. 3-2024), which is attached hereto and incorporated herein by reference, with Gresham Smith, to update the Coldstream Regional Park Master Plan, for the Division of Environmental Services.

Section 2 – That an amount, not to exceed the sum of $189,458.00, be and hereby is approved for payment to Gresham Smith, from account # 1105-313201-3092-71299, pursuant to the terms of the Professional Services Agreement.

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

PASSED URBAN COUNTY COUNCIL: April 25, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF THE URBAN COUNTY COUNCIL

0340-24:EPT_4854-7839-8645, v. 1

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of the 26th day of April, 2024 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and GRESHAM SMITH (**PROFESSIONAL**). **OWNER** intends to proceed with a Master Plan for Coldstream Regional Park (224-acres) in Lexington, Kentucky as described in the attached Request for Proposal document. The services are to include professional planning, engineering, and analysis services for the city as contemplated in the **OWNER**'s Request for Proposal No. 3-2024. The services are hereinafter referred to as the Project.

OWNER and **PROFESSIONAL** in consideration of their mutual covenants herein agree in respect of the performance of professional planning and analysis services by **PROFESSIONAL** and the payment for those services by **OWNER** as set forth below.

PROFESSIONAL was selected by **OWNER** based upon its response to the Request for Proposal No. 3-2024.

PROFESSIONAL shall provide professional consulting services for **OWNER** in all phases of the Project to which this Agreement applies, serve as **OWNER'S** professional planning and analysis representative for the Project as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF PROFESSIONAL

PROFESSIONAL shall perform professional services as hereinafter stated which include customary planning, analysis, and design incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 3-2024 (Exhibit "A") and PROFESSIONAL's Response, dated January 30, 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. 3-2024 (Exhibit "A").

After written authorization to proceed with the Project, **PROFESSIONAL** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **PROFESSIONAL** and the **OWNER**.
2. On the basis of "Selection Criteria" in the "Request for Proposal", attached in Exhibit "A", conduct research and gather necessary data or information, prepare/perform 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 9 inclusive), together with the Exhibits and schedules identified above constitutes the entire Agreement between **OWNER** and **PROFESSIONAL** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Condition provisions of RFP No. 3-2024 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY PROFESSIONAL

2.1. The **OWNER** may desire to have the **PROFESSIONAL** perform work or render services in connection with this Project other than 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 **PROFESSIONAL** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Additional Services" and shall be paid as such.

2.2. All "Additional Services" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including study objectives and constraints, performance requirements, and any budgetary limitations. **PROFESSIONAL** may reasonably rely upon the accuracy and completeness of the information provided by the **OWNER**.

3.2. Assist **PROFESSIONAL** by placing at his disposal available information pertinent to the Project.

3.3. Examine all studies, models, sketches, drawings, specifications, proposals and other documents presented by **PROFESSIONAL**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **PROFESSIONAL**.

3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define

OWNER'S policies and decisions with respect to materials, equipment, elements and systems pertinent to **PROFESSIONAL'S** services.

3.5. Give written notice to **PROFESSIONAL** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **PROFESSIONAL'S** services, or any defect in the work of Contractor(s).

3.6. Furnish or direct **PROFESSIONAL** to provide, necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

4.1. In the performance of the services under this Agreement, the Professional shall comply with the deadlines provided in Exhibit B, and the final master plan shall be presented to Owner's administration no later than November 15, 2024.

4.2. The provisions of this Section Four (4) and the various rates of compensation for **PROFESSIONAL'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **PROFESSIONAL**, an extension of time for such delay will be considered. If delays occur, the **PROFESSIONAL** shall within 30 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within six (6) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and possible adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

SECTION 5 - PAYMENTS TO PROFESSIONAL

5.1 Methods of Payment for Services of PROFESSIONAL

5.1.1 For Basic Services.

All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the 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. The negotiated cost of services is represented below.

Cost (Total Cost of Services Below)	**$189,458**
Task A – Community Engagement:	$56,000
Task B – Conceptual/Schematic Park Master Plan Update	$41,250
Task C – Design Development & Cost Estimate	$73,804
Task D – Meetings & Milestones	$18,404

5.2. Times of Payment.

5.2.1. **PROFESSIONAL** shall submit a schedule of values subject to approval by the **OWNER** prior to starting work. The approved schedule of values will be the basis for monthly statements for Basic Services and Additional Services rendered. The Statements will be based upon **PROFESSIONAL'S** estimate of the proportion of the total services actually completed at the time of billing and are subject to approval by the **OWNER**. **OWNER** shall pay **PROFESSIONAL'S** monthly statements within thirty (30) days of receipt.

5.3. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **PROFESSIONAL**.

5.3.2. In the event the services of the **PROFESSIONAL** are terminated by the **OWNER** for fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **PROFESSIONAL** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **PROFESSIONAL** shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. 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 the ten (10) day period.

6.1.2. The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon seven (7) days written notice to the **PROFESSIONAL**.

6.2. Ownership and Reuse of Documents.

All final documents, including Drawings and Specifications, prepared by the **PROFESSIONAL** pursuant to this Agreement shall be delivered to and, upon final payment by **OWNER**, become the property of the **OWNER**. The **OWNER** shall have the right to reuse or modify same without restriction or limitation, but without liability or legal exposure to **PROFESSIONAL**.

6.3. Legal Responsibilities and Legal Relations.

6.3.1. The **PROFESSIONAL** shall familiarize himself with and shall at all times comply with all applicable federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **PROFESSIONAL** and its **PROFESSIONALS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **PROFESSIONAL** shall be acting as an independent contractor. The **PROFESSIONAL** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **PROFESSIONAL** shall be solely responsible for any claims for wages or compensation by **PROFESSIONAL'S** employees, agents and representatives, including **PROFESSIONALS**, and shall save and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues.

6.4. Successors and Assigns.

6.4.1. **PROFESSIONAL** 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. **PROFESSIONAL** shall not assign any interest, obligation or benefit in this Agreement. **PROFESSIONAL** shall not assign any interest, obligation or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **PROFESSIONAL** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **PROFESSIONAL** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **PROFESSIONAL** of any responsibility for compliance with the provisions of this Agreement.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **PROFESSIONAL**.

6.5. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **PROFESSIONAL** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **PROFESSIONAL**, shall be submitted to the Commissioner, Department of General Services, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **PROFESSIONAL** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of PROFESSIONAL'S Work.

The **PROFESSIONAL** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional architects and engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **PROFESSIONAL** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **PROFESSIONAL**, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **PROFESSIONAL** has made a statement that, to the best of its belief and knowledge, the information is accurate within the appropriate standard of skill and care. Failure on the part of **PROFESSIONAL** to provide the expected level of accuracy may be grounds for the **OWNER** to disqualify **PROFESSIONAL** from consideration for future **PROFESSIONAL** service agreements.

6.7. Security Clause.

The **PROFESSIONAL** 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 **PROFESSIONALS** and his sub-**PROFESSIONALS** shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years

after the date of final payment may be grounds for the **OWNER** to disqualify the **PROFESSIONAL** from consideration for future **PROFESSIONAL** service agreements.

6.9. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 3-2024 are incorporated herein by reference as if fully stated, subject to the following amendments of paragraphs 1 – 3. All remaining paragraphs contained in the Risk Management Provisions of RFP No. 3-2024 shall remain unchanged. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

(1) To the extent permitted by law, Organization shall indemnify and hold LFUCG harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts, errors or-omissions-of Organization, its employees and its other consultants in the performance of professional services under this Agreement. Organization's obligation to indemnify and hold harmless LFUCG and its elected and appointed officials and employees does not include a duty to provide upfront defense.

(2) Other than claims arising out of the performance of professional services and to the extent permitted by law, Organization shall indemnify, defend and hold LFUCG and LFUCG's elected and appointed officials and employees harmless from and against liability for claims, suits, or actions of any kind where such liability arises out of or is in connection with the personal negligent acts or willful misconduct of this Agreement by Organization or any individual or entity for whom Organization bears legal liability and which results in bodily injury to any individual or entity (including the employees or officers of the Organization) or for property damage. Organization shall defend such allegations and shall bear all costs, fees, 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.

(3) Removed.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this service agreement, the **PROFESSIONAL** agrees as follows:

7.1. The **PROFESSIONAL** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **PROFESSIONAL** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **PROFESSIONAL** agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

7.2 The **PROFESSIONAL** will, in all solicitations or advertisements for employees placed by or on behalf of the **PROFESSIONAL**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS

8.1. This Agreement is subject to the following provisions.

8.1.2. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned the appropriate LFUCG employee (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **PROFESSIONAL**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or their designee. Questions by the **PROFESSIONAL** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or their designee. The **PROFESSIONAL** 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 **PROFESSIONAL** 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 (LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT):

Signature: Linda J Gorton

LINDA GORTON, MAYOR

Date: 4/26/2024

ATTEST:

Mackenzie Stock

~~ABIGAIL ALLEN~~, COUNCIL CLERK

Mackenzie Stock, Deputy

PROFESSIONAL (GRESHAM SMITH):

Signature:

Printed Name: Erin Masterson

Position: Project Manager

Date: 3.11.2024

COMMONWEALTH OF KENTUCKY
COUNTY OF (Fayette)

The foregoing instrument was subscribed, sworn to and acknowledged before me by Erin Masterson as project manager for and on behalf of Gresham Smith; on this the 19th day of March, 2024.

My commission expires: February 20th, 2027

NOTARY PUBLIC, STATE AT LARGE, KY

REBEKAH FORD HICKS
Notary Public
Commonwealth of Kentucky
Commission Number KYNP67276
My Commission Expires Feb 20, 2027

EXHIBIT A

RFP NO. 3-2024

EXHIBIT B

PROFESSIONAL'S RESPONSE,

DATED JANUARY 30, 2024

4882-1218-4747, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0341-24

File ID:	0341-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	03/25/2024
File Name:	Purchase of KU Solar Shares			**Final Action:**	04/25/2024

Title: A Resolution authorizing the Urban County Government to participate in the Ky. Utilities Co. Solar Share Program by purchasing sixty (60) solar capacity shares, at a cost not to exceed $47,940. [Div. of Environmental Services, Carey]

Notes:

Sponsors:		**Enactment Date:**	04/25/2024
Attachments:	bluesheet memo Solar Shares 2024, R-177-2024	**Enactment Number:**	R-177-2024
Deed #:		**Hearing Date:**	
Drafter:	Crystal Williams Goodwin	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/09/2024	Approved and Referred to Docket	Urban County Council	04/11/2024		Pass
1	Urban County Council	04/11/2024	Received First Reading	Urban County Council	04/25/2024		
1	Urban County Council	04/25/2024	Approved				Pass

Text of Legislative File 0341-24

Title

A Resolution authorizing the Urban County Government to participate in the Ky. Utilities Co. Solar Share Program by purchasing sixty (60) solar capacity shares, at a cost not to exceed $47,940. [Div. of Environmental Services, Carey]

Summary

Authorization to participate in the Kentucky Utilities (KU) Solar Share Program with the purchase of 60 solar shares at a cost of $799.00/share, with each share representing a share of solar capacity in LGE-KU's solar farm, for a term of 25 years, for a total of $47,940.00. The cost reflects a one-time payment and shares May be transferred to another

LFUCG account with KU in the event of early termination of service. Funds are Budgeted.
(L0341-24) (Carey/Albright)
Budgetary Implications [select]: Yes
Advance Document Review:

Law: { Select Yes Completed by Michael Cravens 3/25/2024

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

Fully Budgeted [select]: Yes
Account Number: 1101-313201-3094-75101
This Fiscal Year Impact: $47,940.00
Annual Impact: $
Project:
Activity:
Budget Reference:
Current Balance: $75,625.98

MAYOR LINDA GORTON

LEXINGTON

JENNIFER M. CAREY, P.E.
DIRECTOR
ENVIRONMENTAL SERVICES

TO: Mayor Linda Gorton
Urban County Council

FROM: Jennifer M Carey
Jennifer M. Carey, P.E., Director
Division of Environmental Services

DATE: March 25, 2024

SUBJECT: Kentucky Utilities Solar Share Program

Request
The purpose of this memorandum is to request approval to participate in the Kentucky Utilities (KU) Solar Share Program with the purchase of 60 solar shares at a cost of $799.00/share, with each share representing a share of solar capacity in LGE-KU's solar farm, for a term of 25 years, for a total of $47,940.00. The cost reflects a one-time payment and shares may be transferred to another LFUCG account with KU in the event of early termination of service.

Why are you requesting?
Subscribers to the program share the energy produced from LGE-KU's solar farm in Simpsonville, Kentucky. Solar shares do not create or imply any ownership interest in the farm or investment interest – the term "share" refers to the sharing of solar capacity. Each share acts like a virtual electric meter, potentially offsetting electricity at the subscriber's actual meter or generating a credit if the share's output exceeds actual use. LFUCG is able to take advantage of the program by (1) having a diverse portfolio of accounts from which to match a specific facility with the appropriate number of shares, and (2) being able to make a long term commitment.

Four locations (meters) have been selected because their electrical rate and historical electric load are compatible with a solar offset, yet the building's roof is not ideal for physically supporting solar panels.

North Base Maintenance Facility	5.0 KW	tree coverage
Fire Station #20	4.0 KW	holiday lights / music display
Fire Station #8	4.0 KW	tree coverage
Fire Repeater Tower & Generator	2.0 KW	communications tower (no roof)

This will be LFUCG's third application to the Solar Share Program, yielding a total investment of 104 shares. This third purchase will also elevate LFUCG from a Bronze Partner to a Silver Partner in the Solar Share Program. When complete, the solar farm at Simpsonville will have a capacity of 4 MW, representing approximately 16,000 shares.

What is the cost in this budget year and future budget years?
The cost for FY24 is $47,940.00. Additional solar shares for LFUCG's purchase are possible and may be recommended in future budget years.

Are the funds budgeted?
Yes, funds are budgeted in 1101-313201-3094-75101.

File Number: 0341-24

Director / Commissioner: Carey / Albright

RESOLUTION NO. 177 - 2024

A RESOLUTION AUTHORIZING THE URBAN COUNTY GOVERNMENT TO PARTICIPATE IN THE KENTUCKY UTILITIES COMPANY SOLAR SHARE PROGRAM BY PURCHASING SIXTY (60) SOLAR CAPACITY SHARES, AT A COST NOT TO EXCEED $47,940.00.

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

Section 1 – That the Lexington-Fayette Urban County Government be and hereby is authorized to participate in the Kentucky Utilities Solar Share Program by purchasing sixty (60) solar capacity shares.

Section 2 – That an amount, not to exceed the sum of $47,940.00, be and hereby is approved for payment to Kentucky Utilities Company from account # 1101 – 313201 – 75101, pursuant to the terms of the Kentucky Utilities Solar Share Program.

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

0341-24:MSC:4886-3032-1842, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0342-24

File ID:	0342-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	03/25/2024
File Name:	Amendment to Resolution #157-2023			**Final Action:**	04/25/2024

Title: A Resolution amending Resolution No. 157-2023, authorizing the acceptance of deeds for property interests needed for the Barnard Drive Stormwater Improvements Project, increasing the cost of acquisition of easements by the sum of $1,000, from $3,000 to $4,000. [Div. of Water Quality, Martin]

Notes:

Sponsors:

Enactment Date: 04/25/2024

Attachments: Blue Sheet Memo -, Project Area Map - Barnard Drive SWI, 0342-24- Barnard Drive Improvements Project amendment 4890-6125-2021 v.1.docx, R-178-2024

Enactment Number: R-178-2024

Deed #:

Hearing Date:

Drafter: Christina King

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/09/2024	Approved and Referred to Docket	Urban County Council	04/11/2024		Pass
1	Urban County Council	04/11/2024	Received First Reading	Urban County Council	04/25/2024		
1	Urban County Council	04/25/2024	Approved				Pass

Text of Legislative File 0342-24

Title

A Resolution amending Resolution No. 157-2023, authorizing the acceptance of deeds for property interests needed for the Barnard Drive Stormwater Improvements Project, increasing the cost of acquisition of easements by the sum of $1,000, from $3,000 to $4,000. [Div. of Water Quality, Martin]

Summary

Authorization to amend Resolution No. 157-2023, increasing the easement acquisition

Budget by $1,000 for the Barnard Drive Stormwater Improvements Project from $3,000 to $4,000. Funds are Budgeted. (L0342-24) (Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, Completed by Evan Thompson 3/25/24

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3321-71223

This Fiscal Year Impact: $1,000

Annual Impact: $

Project: STORM_MAIN

Activity: CONSENT_DE

Budget Reference: 2020

Current Balance: $6,029.76

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

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

DATE: March 20, 2024

SUBJECT: Amendment of Resolution No. 157-2023, Easement Acquisitions for Barnard Drive Stormwater Improvements Project

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Request

The purpose of this memorandum is to request amendment of Resolution No. 157-2023, increasing the easement acquisition budget by $1,000.00 for the Barnard Drive Stormwater Improvements Project from $3,000.00 to $4,000.00.

Purpose of Request

Resolution 157-2023 provided funding for the purchase of permanent and temporary easements necessary for the Barnard Drive Stormwater Improvements project. This recommended increase to Resolution 157-2023 is the result of good faith negotiations between multiple parcel owners and LFUCG.

Project Cost in FY24 and Future Budget Years

The cost to acquire the necessary easements will not exceed $4,000.00.

Are Funds Budgeted

The funds are budgeted in the following account:

FUND	DEPT ID	SECT	ACCT	PROJECT	ACTIVITY	BUD REF
4052	303204	3321	71223	STORM_MAIN	CONSENT_DE	2020

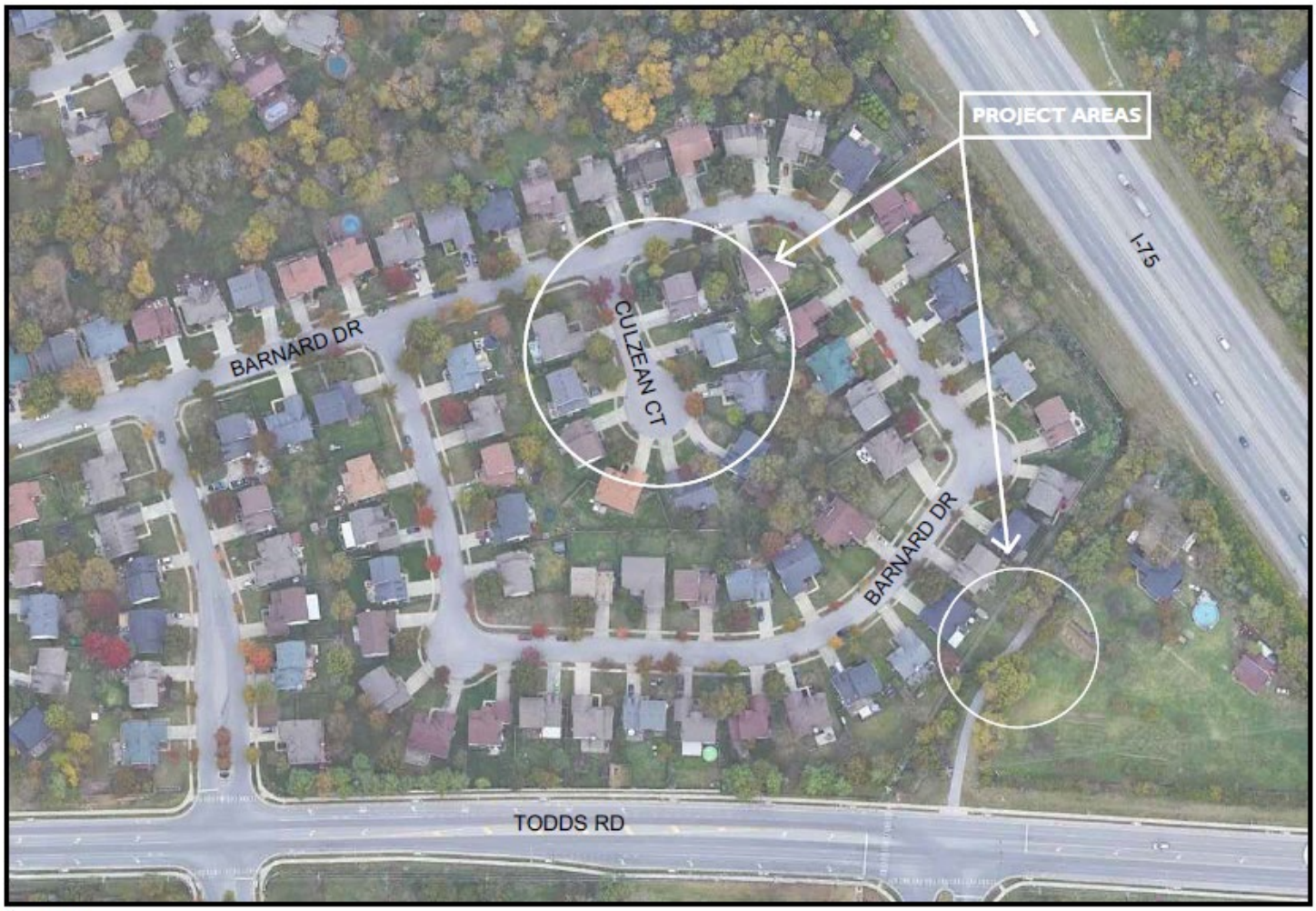
Director / Commissioner

Martin / Albright

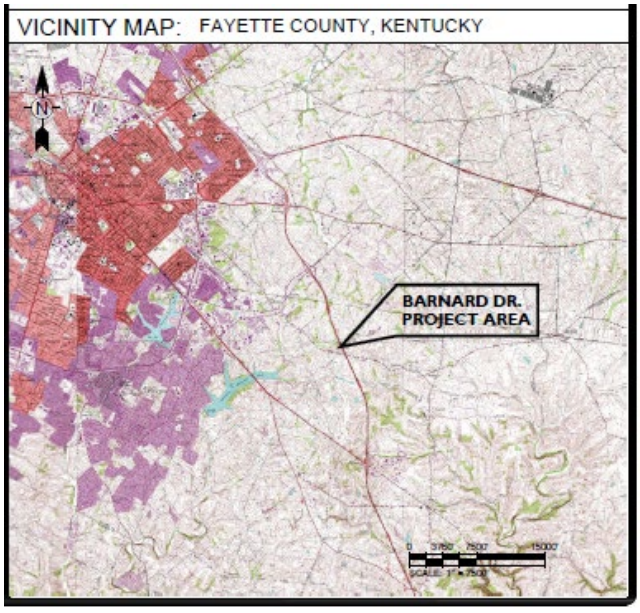
125 Lisle Industrial Ave., Suite 180, Lexington, KY 40511 / 859.425.2400 Phone / 859.254.7787 Fax / lexingtonky.gov

Barnard Drive Stormwater Improvements

Project Location Map



NOT TO SCALE



RESOLUTION NO. _____ - 2024

A RESOLUTION AMENDING RESOLUTION NO. 157-2023, AUTHORIZING THE ACCEPTANCE OF DEEDS FOR PROPERTY INTERESTS NEEDED FOR THE BARNARD DRIVE STORMWATER IMPROVEMENTS PROJECT, INCREASING THE COST OF ACQUISITION OF EASEMENTS BY THE SUM OF $1,000.00, FROM $3,000.00 TO $4,000.00.

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

Section 1 – That Section 1 of Resolution No. 157-2023 be and hereby is amended to read as follows:

That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute certificates of consideration and other necessary documents, and to accept deeds from owners of record, for property interests needed for the Barnard Drive Stormwater Improvements Project, at a cost not to exceed $4,000.00.

Section 2 – That Section 2 of Resolution No. 157-2023 be and hereby is amended to read as follows:

That an amount, not to exceed the sum of $4,000.00, be and hereby is approved for payment to property owners, plus usual and appropriate closing costs, all from account # 4052-303204-3321-71223, at the time of closing.

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
0342-24:EPT_4890-6125-2021, v. 1

RESOLUTION NO. 178 - 2024

A RESOLUTION AMENDING RESOLUTION NO. 157-2023, AUTHORIZING THE ACCEPTANCE OF DEEDS FOR PROPERTY INTERESTS NEEDED FOR THE BARNARD DRIVE STORMWATER IMPROVEMENTS PROJECT, INCREASING THE COST OF ACQUISITION OF EASEMENTS BY THE SUM OF $1,000.00, FROM $3,000.00 TO $4,000.00.

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

Section 1 – That Section 1 of Resolution No. 157-2023 be and hereby is amended to read as follows:

That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute certificates of consideration and other necessary documents, and to accept deeds from owners of record, for property interests needed for the Barnard Drive Stormwater Improvements Project, at a cost not to exceed $4,000.00.

Section 2 – That Section 2 of Resolution No. 157-2023 be and hereby is amended to read as follows:

That an amount, not to exceed the sum of $4,000.00, be and hereby is approved for payment to property owners, plus usual and appropriate closing costs, all from account # 4052-303204-3321-71223, at the time of closing.

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

0342-24:EPT_4890-6125-2021, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0343-24

File ID: 0343-24 **Type:** Resolution **Status:** Approved

Version: 2 **Contract #:** 102-2024 **In Control:** Urban County Council

File Created: 03/25/2024

File Name: Request Council authorization to execute a Final Assistance Agreement to accept an award of federal funding from the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds) in the amount of $906,645 for the above referenced Consent Decree pr

Final Action: 04/25/2024

Title: A Resolution of the Lexington-Fayette Urban County Government accepting the Grant of $906,645 in Federal funds from the Ky. Cleaner Water Round 2 Grant (ARPA) for the Furlong Drive Water Quality Improvements Project, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, approving the Grant Assistance Agreement, authorizing the amendment of the Lexington-Fayette Urban County Government's Annual Budget, and authorizing a representative to sign all related documents. [Div. of Water Quality, Martin]

Notes: In office and taken down to the MO for signature 5/2/2024. MS

Signed and CILOO filed in the CCO. Returned to Celia Moore via pick up 5/2/2024. MS

Sponsors:

Enactment Date: 04/25/2024

Attachments: 24- Blue Sheet Memo 22CWS007 Furlong, 0343-24 (revised) 4884-7267-8066 v.1.docx, R-179-2024, Contract #102-2024

Enactment Number: R-179-2024

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	04/09/2024	Approved and Referred to Docket	Urban County Council	04/11/2024		Pass
2	Urban County Council	04/11/2024	Received First Reading	Urban County Council	04/25/2024		
2	Urban County Council	04/25/2024	Approved				Pass

Text of Legislative File 0343-24

Title

A Resolution of the Lexington-Fayette Urban County Government accepting the Grant of $906,645 in Federal funds from the Ky. Cleaner Water Round 2 Grant (ARPA) for the Furlong Drive Water Quality Improvements Project, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, approving the Grant Assistance Agreement, authorizing the amendment of the Lexington-Fayette Urban County Government's Annual Budget, and authorizing a representative to sign all related documents. [Div. of Water Quality, Martin]

Summary

Authorization to execute a Final Assistance Agreement to accept an award of federal funding from the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds) in the amount of $906,645 for Furlong Dr. Water Quality Improvements, a Consent Decree project. No matching funds are required. (L0343-24) (Martin/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Brittany Smith, 1/4/2023

Risk Management: N/A

Fully Budgeted : Yes

Account Number: 3230-303204-3334-92211

This Fiscal Year Impact: $906,645

Annual Impact: $0

Project: FURLONG_2023

Activity: FED_GRANT

Budget Reference: 2023

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: **MARCH 21, 2024**

SUBJECT: **Acceptance of Award from Kentucky Cleaner Water Round 2 Grant from American Rescue Funds for the Furlong Dr. Water Quality Improvements**

Request: Council authorization to execute a Final Assistance Agreement to accept an award of federal funding from the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds) in the amount of $906,645 for the above referenced Consent Decree project. No matching funds are required.

Purpose of Request: Resolution 018-2023 approved acceptance of the above referenced grant. In March 2024, KIA notified LFUCG the prior resolutions did not meet the required form and format for executing the Grant Assistance Agreement. Approval of a new Resolution corrects that misunderstanding.

What is the cost in this budget year and future budget years? $906,645 is the grant amount allocated to this project. No match is required. Funds for future budget years are dependent upon availability of grant funds.

Are the funds budgeted? Yes**,** grant funds are budgeted.

3230-303204-3334-92211 FURLONG_2023 FED_GRANT

File Number: 0343-24

Director/Commissioner: Martin/Albright

RESOLUTION NO. _____ - 2024

A RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ACCEPTING THE GRANT OF $906,645.00 IN FEDERAL FUNDS FROM THE KENTUCKY CLEANER WATER ROUND 2 GRANT (ARPA) FOR THE FURLONG DRIVE WATER QUALITY IMPROVEMENTS PROJECT, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, APPROVING THE GRANT ASSISTANCE AGREEMENT, AUTHORIZING THE AMENDMENT OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS.

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the Lexington-Fayette Urban County Government (the "Grantee") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into an assistance agreement (the "Agreement") with the Authority.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Lexington-Fayette Urban County Government as follows:

SECTION 1- The Grantee hereby accepts the grant award and approves the Assistance Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 2- That the Mayor, on behalf of the Urban County Government, is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award, and to engage a qualified Project Administrator.

SECTION 3- That the Grantee hereby agrees and commits to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout, and 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 the Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or account appropriation within the grant budget previously established for this grant.

SECTION 4. That this resolution shall take effect at the earliest time provided by law.

ADOPTED on _____202___.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

_____
Authorized Signatory

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0343-24:bgs:4884-7267-8066, v. 1

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on _____ ,202_; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on _____ ,202_.

_____
Secretary/Clerk

4884-7267-8066, v. 1

RESOLUTION NO. 179 - 2024

A RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ACCEPTING THE GRANT OF $906,645.00 IN FEDERAL FUNDS FROM THE KENTUCKY CLEANER WATER ROUND 2 GRANT (ARPA) FOR THE FURLONG DRIVE WATER QUALITY IMPROVEMENTS PROJECT, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, APPROVING THE GRANT ASSISTANCE AGREEMENT, AUTHORIZING THE AMENDMENT OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS.

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the Lexington-Fayette Urban County Government (the "Grantee") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into an assistance agreement (the "Agreement") with the Authority.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Lexington-Fayette Urban County Government as follows:

SECTION 1- The Grantee hereby accepts the grant award and approves the Assistance Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 2- That the Mayor, on behalf of the Urban County Government, is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award, and to engage a qualified Project Administrator.

SECTION 3- That the Grantee hereby agrees and commits to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout, and 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 the Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or account appropriation within the grant budget previously established for this grant.

SECTION 4. That this resolution shall take effect at the earliest time provided by law.

ADOPTED on April 25, 2024.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton

Authorized Signatory

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0343-24:bgs:4884-7267-8066, v. 1

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on April 25, 2024; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on April 25, 2024.

Secretary/Clerk

22CWS007

GRANT ASSISTANCE AGREEMENT

This Grant Assistance Agreement (the "Agreement") is made and entered into by and between the Kentucky Infrastructure Authority (the "Authority"), a body corporate and politic, constituting a public corporation and governmental agency and instrumentality of the Commonwealth of Kentucky, and the Lexington-Fayette Urban County Government (the "Grantee"), acting herein through its Authorized Official, each a party to this Agreement, which shall be effective upon the date of signing by the Executive Director of the Authority,

W I T N E S S E T H:

WHEREAS, the General Assembly of the Commonwealth of Kentucky, being the duly and legally constituted legislature of Kentucky at its 1988 Regular Session, enacted House Bill 217 amending Chapter 224A of the Kentucky Revised Statutes (the "Act"), creating the "Kentucky Infrastructure Authority" to serve the public purposes identified in the Act; and

WHEREAS, the Authority, attached to the Governor's Office, is charged pursuant to Section 224A.300 of the Act with coordinating the funding and implementation of infrastructure projects and to this end maintains the Water Resource Information System (the "WRIS") a comprehensive database of community water and wastewater projects across Kentucky; and

WHEREAS, House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly approved a $250,000,000 allocation in Federal Funds for Fiscal Year 2023 from the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund to the Authority for the Drinking Water and Wastewater Grant Program, known as the Kentucky Cleaner Water Program (the "CWP"), a portion of which funds are the subject of this Agreement; and

WHEREAS, the Grantee now seeks to acquire and construct a project as described in the Grantee's Project Profile in the WRIS (the "Project") and the Authority has determined that the Project meets the guidelines of the Cleaner Water Program and the directives of the General Assembly; and

WHEREAS, the Grantee and the Authority desire to enter into this Agreement which sets forth their respective duties, rights, covenants, and obligations with respect to the acquisition and construction of the Project and the application of the proceeds of a grant from the Cleaner Water Program as administered by the Authority.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the grant hereby effected, and for other good and valuable consideration, the receipt, mutuality and sufficiency of which is hereby acknowledged by the parties hereto, the Authority and the Grantee each agree as follows:

SECTION 1 – DEFINITIONS

All terms utilized herein shall have the same definitions and meaning as ascribed to them in the Act, which Act is hereby incorporated in this Agreement by reference, the same as if set forth herein verbatim; provided, however, that those definitions utilized in the Act having general application are hereby modified in certain instances to apply specifically to the Grantee and its Project.

Act shall mean Chapter 224A of the Kentucky Revised Statutes, as amended (the "KRS").

Agreement shall mean this Grant Assistance Agreement made and entered into by and between the Grantee and the Authority, as authorized by the Act, providing for a Grant to be made to the Grantee or its approved agent, subject to approval by the Authority.

Area Water Management Council shall mean the entity designated as the regional planning body for the respective counties within an Area Development District in Kentucky, which shall prepare and maintain an **Area Water Management Plan**, listing and prioritizing Project Profiles for water and wastewater projects within that region.

Engineer(s) shall mean the professional engineer or firm of professional engineers properly procured in accord with KRS Chapter 45A and 2 CFR 200.317 through 2 CFR 200.327 (where applicable), as amended, by the Grantee in connection with the Project, as identified in the WRIS Cleaner Water Program Database.

Exhibit shall refer to a specific document, or to the completion of a process or procedure to be accomplished as a prerequisite to release of funds to the Grantee by the Authority.

Grant shall mean that portion of the Kentucky CWP funds made available to the Commonwealth by the American Recovery Program Act and allocated by the Kentucky General Assembly in its 2022 Regular Session, which shall be incrementally transferred under this Agreement from the Commonwealth to the Grantee through Grant Number 22CWS007 in the principal amount of $906,645 for the purpose of defraying the costs incidental to the Project.

Grantee shall mean any unit of local government, or its designated agent, as approved by the Authority, or any special purpose governmental entity within the Commonwealth eligible for funds under the CWP in accordance with the Act, now having been or hereafter being granted the funds for the Project; and for the purposes of this Agreement shall mean the Grantee identified on the front page of this Agreement.

Project shall mean, when used generally, a water, wastewater or other infrastructure project authorized pursuant to the Act, and when used in specific reference to the Grantee's Project funded by the Authority through the CWP, it shall refer to that

project as described in the Grantee's Project Profile in the WRIS, which has an 8 digit number following the designation WX or SX.

Project Administrator shall mean that individual designated in the Project Profile by that title, who has the capacity and responsibility of supervising the Project and coordinating the preparation of all related documentation on behalf of the Grantee with respect to the Project.

Project Budget shall mean a list of Project expenses and funding sources, in the form set forth in the current Project Profile as set forth in the WRIS.

Project Profile shall mean those specific details of the Project, presented by the Grantee to the respective Area Water Management Council for review and incorporation into the Area Water Management Plan and the WRIS.

System shall mean the utility system owned and operated by the Grantee or the agent of the Grantee, as approved by the Authority, to which the Project shall become a part, and any revenues generated by the Project, which are used to operate and maintain the utility system in the typical manner of a local public utility in Kentucky.

SECTION 2 - OBLIGATIONS OF THE AUTHORITY

The Authority covenants and agrees, conditioned upon the timely performance by the Grantee of its respective obligations, to undertake the following obligations:

A. The Authority shall review and approve Project related documentation provided by the Grantee. Once the Project is under construction, the Authority shall review requests for payment submitted for payment of costs of the Project. Any deficiencies found in said requests will be reported immediately to the Grantee. If there are no deficiencies in said requests or deficiencies have been resolved satisfactorily by the Grantee, the Authority will approve the requests and disburse grant funds to the Grantee in an amount not to exceed, cumulatively, the approved grant amount for the Project.

B. The Authority will communicate and cooperate with the Grantee to best assist the Grantee in meeting its obligations set out in this Agreement.

SECTION 3 - OBLIGATIONS OF THE GRANTEE

The Grantee covenants and agrees to undertake the following obligations:

A. The Grantee shall complete and submit executed copies of all required Exhibits to the Authority, in accordance with the Conditional Commitment Letter instructions.

B. The Grantee may consider utilizing the option for partial funding set out in Section 6, below. Over the course of the acquisition and construction of the Project, the Grantee shall provide such status reports as may be requested by the Authority, and once the Project is under construction submit periodic requests for payment to the Authority accompanied by copies of invoices for costs incurred in accordance with the Authority's standard draw-down request format.

C. The Grantee shall perform and/or cause to be performed all necessary acts consistent with all federal and state labor and procurement laws in connection with the planning, design, acquisition and construction of the Project, including: the proper procurement of land, easements and rights of way; professional services, including but not limited to architectural and engineering services; construction contractor(s) services; and the acquisition of necessary equipment and/or materials.

D. The Grantee shall obtain and keep on file all required permits, licenses and approvals from the appropriate federal, state, and/or local governmental agencies prior to starting construction of the Project.

E. The Grantee shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies relating to the planning and construction of the Project.

F. The Grantee shall cooperate fully with the Authority and provide any documentation requested by the Authority in order to facilitate completing the obligations set out in this Agreement.

G. The Grantee will proceed expeditiously to complete the Project in accordance with the approved final engineering plans and specifications or amendments thereto, prepared by the Project Engineer for the Grantee, if required and as approved by the Authority and other state and federal agencies, as appropriate.

H. The Grantee agrees that throughout the reasonable life of the infrastructure facilities developed under the Project it will retain ownership of, operate, and maintain these facilities, and all appurtenances thereto, keeping them in good and sound repair and good operating condition at its own expense so that the completed Project will continue to provide the services for which it was designed. Change of ownership or disposal of the Project facilities during their useful life may occur only with written approval of the Authority.

I. If the Grantee is a local unit of government, city or county, and determines that it is in the best interest of its citizens, it may enter into a memorandum of agreement with a Kentucky corporation to serve as its agent for the implementation and long-term operation and management of the Project, subject to the Agreement. The form and content of such a memorandum of agreement is subject to the prior approval of the Authority.

J. General Compliance with all Duties. The Grantee shall faithfully and punctually perform all duties with reference to the System required by the American Rescue Plan Act of 2021, and by the terms and provisions of the Act, and this Assistance Agreement.

K. Further Covenants under the American Rescue Plan Act of 2021. The Grantee shall comply with all further requirements or conditions which may arise from time to time in order to assure compliance with the American Rescue Plan Act of 2021, including but not limited to the following:

1. Records Retention. The Grantee shall provide to the Authority access to all records related to the Project for review in determining compliance with this Agreement and all applicable laws and regulations, including the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund. The Grantee shall retain all records, including all invoices, relating to the Project for five (5) years after full execution of the Certificate of Completion.

2. Single Audit Requirements. Grantees that expend more than $750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Grantees may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

3. Civil Rights Compliance. The Grantee is required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Department of the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

L. General. The Grantee shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Grantee under the provisions of the American Rescue Plan Act of 2021 and this Assistance Agreement in accordance with the terms of such provisions.

SECTION 4 - MUTUALITY OF OBLIGATIONS

A. The parties agree that the funds granted by the Commonwealth to the Grantee are to be used solely for the purposes of the acquisition and construction of the Project. Further, the parties agree that the obligations imposed upon them are for their respective benefit and the timely fulfillment of the obligations set herein are necessary for the Project.

B. Except as may otherwise be provided herein, the parties to this Agreement shall be solely responsible for any incidental costs incurred in fulfilling their respective obligations under this Agreement and neither party shall have any claim against the other party for reimbursement of incidental costs whether or not a party is in default.

SECTION 5 - TERMS OF AGREEMENT

A. This Agreement shall be valid only after both parties have duly signed and provided the executed document to the other.

B. This Agreement may be terminated by either party at any time for cause and may be terminated by either party without cause upon 30 days written notice to the other party. Termination of this Agreement shall not diminish or in any other manner affect any other remedy that may be available to the parties for any breach of the Agreement that occurs prior to the termination.

C. If, after execution of this Agreement, additional financial assistance is found to be required for the acquisition and construction of the Project and the required additional assistance does or does not become available to the Grantee from any source, the Project may be modified so long as any change in scope and budget is mutually agreed to by the parties to this Agreement, and clearly documented in a revision of the Project Budget within the Project Profile.

SECTION 6 - ADVANCE FUNDING FOR PROJECT PLANNING AND DESIGN

A. The Grantee may request, in writing, that a portion of the grant funds be disbursed prior to Project bidding to pay up to 50% of the budgeted engineering fee for Project planning and design to the Project Engineer to expedite submission of the Project plans and specifications for review by the Kentucky Division of Water. The balance of the budgeted engineering fee for project planning and design may be paid only after approval of the plans by the Kentucky Division of Water.

B. It is specifically understood and agreed by the Grantee in the event that the Project has not been advertised for bids within twenty-four (24) months from the date of

signing of this Agreement, for whatever reason, any funds disbursed for Project planning and design are subject to full and immediate repayment by the Grantee to the Authority.

C. No funds shall be released under this Section until the requirements of Exhibits 1 through 7 of this Agreement have been completed.

SECTION 7. - EVENTS OF DEFAULT AND REMEDIES.

Section 7.1. Events of Default Defined.

The following will be "Events of Default" under this Agreement and the term "Event of Default" or "Default" will mean, whenever it is used in this Agreement, any one or more of the following events:

A. Any unauthorized or improper expenditure of funds by the Grantee, or expenditure of funds by the Grantee other than in accordance with the terms of this Agreement.

B. Failure by the Grantee to observe or perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsection (A) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied will have been given to the Grantee by the Authority unless the Authority agrees in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Grantee within the applicable period and diligently pursued until such failure is corrected.

C. The dissolution or liquidation of the Grantee, or the voluntary initiation by the Grantee of any proceeding under any federal or Kentucky law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Grantee of any such proceeding which remain undismissed for sixty (60) days, or the entry by the Grantee into an agreement of composition with creditors or the failure generally by the Grantee to pay its debts as they become due.

D. A default by the Grantee under the provisions of any agreements relating to its debt obligations.

Section 7.2. Remedies on Default.

Whenever any Event of Default referred to in Section 7.1 has occurred and is continuing, the Authority may, without any further demand or notice, take one or any combination of the following remedial steps:

A. Declare this Agreement void from the beginning without further obligation to the Grantee and may commence appropriate legal action to enforce its rights under this Agreement including action for recovery of funds expended hereunder.

B. Terminate any remaining grant payments to the Grantee.

C. Exercise all the rights and remedies of the Authority set forth in the Act.

D. Take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement.

E. Submit a formal referral to the appropriate federal agency.

Section 7.3. No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Authority is intended to be exclusive, and every such remedy will be cumulative and will be in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power and any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 7.4. Consent to Powers of Authority Under Act.

The Grantee hereby acknowledges to the Authority its understanding of the provisions of the Act, vesting in the Authority certain powers, rights and privileges in respect of the Project upon the occurrence of an Event of Default, and the Grantee hereby covenants and agrees that if the Authority should in the future have recourse to said rights and powers, the Grantee shall take no action of any nature whatsoever calculated to inhibit, nullify, void, delay or render nugatory such actions of the Authority in the due and prompt implementation of this Agreement.

Section 7.5. Waivers.

In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

Section 7.6. Agreement to Pay Attorneys' Fees and Expenses.

In the event that either party hereto defaults under any of the provisions hereof and the non-defaulting party employs attorneys or incurs other expenses for the enforcement of

performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will pay on demand therefor to the non-defaulting party the fees of such attorneys and such other expenses so incurred by the non-defaulting party.

SECTION 8 - MISCELLANEOUS PROVISIONS

A. The Grantee may sign this Agreement electronically via a program subject to the approval by the Authority, or manually on a paper copy that is scanned to the portable document format (.pdf) and emailed to the Authority. Transmittal of all other correspondence or documentation, including the required Exhibits identified in the Attachment shall be scanned and attached as a file to email. The Authority and the Grantee, working through the Project Administrator, shall assist each other in securing and maintaining a complete, current Project document file for reference, records, and audit purposes.

B. The headings set forth in this Agreement are for convenience and the terms contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

C. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successor and assigns, respectively, of the parties. Except for the limited use of a memorandum of agreement (as provided in Section 3 herein), this provision shall not be construed to permit an assignment by any party of any of its rights and duties under this Agreement which assignment shall be prohibited except with the prior written consent of the parties hereto.

D. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and may be modified only by a written instrument duly executed by each of the parties hereto.

E. Timely and accurate performance of all actions by the respective parties are mutually recognized by the parties of this Agreement to be of importance to the citizens of the Commonwealth generally, and particularly to those citizens directly affected by the Project.

F. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

G. The Authority may audit or review all documentation and records of the Grantee relating to this Project pursuant to the provisions of Section 45A.150 of the KRS or any other applicable federal or state law.

H. The Grantee agrees that the Authority, 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 documentation or evidence, which are directly pertinent to this Agreement for the purpose of financial audit or program review.

Furthermore, any books, documents, papers records, or other evidence provided to the Commonwealth, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission, which are directly pertinent to this Agreement, shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of this Agreement. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the services.

I. During the performance of this contract, the Grantee agrees to the following Appendix II to 2 CFR Part 200 contract provisions, as amended:

Equal Employment Opportunity

1. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee 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:

    a. 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.
    b. The Grantee 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.
    c. The Grantee 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.

d. The Grantee 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.
e. The Grantee 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.
f. The Grantee 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.
g. In the event of the Grantee'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.
h. The Grantee 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 Grantee 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.

Contract Work Hours and Safety Standards Act

All contracts that are in excess of $100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

1. Overtime requirements: No contractor or subcontractor contracting for any part of the Agreement 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. The Grantee 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.

Clean Air Act

1. The Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Grantee agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

3. The Grantee agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funding.

Federal Water Pollution Control Act

1. The Grantee agrees to 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.
2. The Grantee agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
3. The Grantee agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

Debarment and Suspension

Contracts shall not be awarded to parties listed on the governmentwide exclusions in the System for Award Management (SAM) listed at www.sam.gov.

Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officials as of the day and year above written.

KENTUCKY INFRASTRUCTURE AUTHORITY

By: _____
Sandy Williams, Executive Director

Date: _____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Authorized Official

Print Name: Linda Gorton

THIS AGREEMENT HAS BEEN EXAMINED BY:

By: _____
LEGAL COUNSEL TO THE KENTUCKY INFRASTRUCTURE AUTHORITY

CWP GRANT CONDITIONS – COMPLIANCE FORMS & EXHIBITS

Note A: Exhibits 1 through 3 must be completed, scanned, and emailed to the Authority on or before the date the Grantee signs the Conditional Commitment Letter. The Conditional Commitment Letter may be signed electronically or manually, then scanned and emailed to the Authority.

Exhibit 1 Notification to the Authority of completed Review / Update of Project Profile

Exhibit 2 Confirmation of Grantee Vendor Number – via KY Finance Cabinet Application

Exhibit 3 Copy of the Transparency Act Reporting Information Form

Note B: Upon receipt of the signed Conditional Commitment Letter and the Authority's verification of Exhibits 1-3, the Authority will forward to the Grantee the Grant Assistance Agreement. The Grantee should proceed to complete Exhibits 4 through 7, scan and send each Exhibit to the Authority by email; and then the Authorized Official may sign the Assistance Agreement, either electronically or by scanning and send attached to email.

Exhibit 4 A) Grantee Resolution (Accepting Grant, Approving Agreement, Amending Budget, Designating an Authorized Official)
B) Certificate of Recording Officer

Exhibit 5 Opinion of Legal Counsel Relating to the Grantee Resolution

Exhibit 6 A) Copy of the Engineering Services Contract; and
B) Grantee & Engineer Fee Confirmation

Note C: The Grantee may request 50% of the engineering design fee (as budgeted in the Project Profile) at this point and may request the balance of the engineering design fee once Exhibit 8 has been sent to the Authority.

Exhibit 7 Copy of the Kentucky eClearinghouse Endorsement Letter with Comments.

Exhibit 8 Copy of the DOW Approval Letter of Project Engineering Plans & Specifications.

Exhibit 9 Copy of the bid package signed by (A) Engineer, (B1) Authorized Official, and (B2) Title Attorney, as appropriate.

Exhibit 10 Certification Regarding Utility Accounting, Cost-Based Rates and Auditing.

Exhibit 11 Certificate of Project Completion.

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on April 25, 2024; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on April 25, 2024.

Secretary/Clerk

EXHIBIT 4

RESOLUTION

RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ACCEPTING THE GRANT, APPROVING THE GRANT ASSISTENCE AGREEMENT, AUTHORIZING THE AMENDMENT OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the Lexington-Fayette Urban County Government (the "Grantee") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into an assistance agreement (the "Agreement") with the Authority.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Lexington-Fayette Urban County Government as follows:

SECTION 1. The Grantee hereby accepts the grant award and approves the Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 2. That Linda Gorton is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award, and to engage a qualified Project Administrator.

SECTION 3. That the Grantee hereby agrees and commits to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout.

SECTION 4. That this resolution shall take effect at the earliest time provided by law.

ADOPTED on April 25, 2024.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton

Authorized Signatory

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on _____ _____, 202___; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on _____ _____, 202___.

_____
Secretary/Clerk

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0344-24

File ID:	0344-24	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**	101-2024	**In Control:**	Urban County Council
				File Created:	03/25/2024
File Name:	Request Council authorization to execute a Final Assistance Agreement to accept an award of federal funding from the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds) in the amount of $2,955,383 for the above referenced Consent Decree			**Final Action:**	04/25/2024

Title: A Resolution of the Lexington-Fayette Urban County Government accepting the Grant of $2,955,383 in Federal funds from the Ky. Cleaner Water Round 2 Grant (ARPA) for the acquisition and remediation of the parcel located at 299 Southland Drive, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, approving the Grant Assistance Agreement, authorizing the amendment of the Lexington-Fayette Urban County Government's annual Budget, and authorizing a representative to sign all related documents. [Div. of Water Quality, Martin]

Notes: In office and taken down to the MO for signature 5/2/2024. MS

Signed and CILOO in the CCO. Returned to Celia Moore 5/2/2024. MS

Sponsors:		**Enactment Date:**	04/25/2024
Attachments:	24 - Blue Sheet Memo 22CWS010 Southland Dr, 0344-24 (revised) 4895-9131-1794 v.1.docx, R-180-2024, Contract #101-2024	**Enactment Number:**	R-180-2024
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	04/09/2024	Approved and Referred to Docket	Urban County Council	04/11/2024		Pass
2	Urban County Council	04/11/2024	Received First Reading	Urban County Council	04/25/2024		
2	Urban County Council	04/25/2024	Approved				Pass

Text of Legislative File 0344-24

Title

A Resolution of the Lexington-Fayette Urban County Government accepting the Grant of $2,955,383 in Federal funds from the Ky. Cleaner Water Round 2 Grant (ARPA) for the acquisition and remediation of the parcel located at 299 Southland Drive, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, approving the Grant Assistance Agreement, authorizing the amendment of the Lexington-Fayette Urban County Government's annual Budget, and authorizing a representative to sign all related documents. [Div. of Water Quality, Martin]

Summary

Authorization to execute a Final Assistance Agreement to accept an award of federal funding from the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds) in the amount of $2,955,383 for the acquisition and remediation of the parcel located at 299 Southland Dr., a Consent Decree project. No matching funds are required.
(L0344-24) (Martin/Albright)
Budgetary Implications: Yes
Advance Document Review:

Law: Yes, Completed by Brittany Smith, 1/24/2023

Risk Management: N/A

Fully Budgeted: Yes
Account Number: 3230-303204-3334-92211
This Fiscal Year Impact: $2,955,383
Annual Impact: $0
Project: BROWNFLDS_2023
Activity: FED_GRANT
Budget Reference: 2023
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: **MARCH 21, 2024**

SUBJECT: **Acceptance of Award from Kentucky Cleaner Water Round 2 Grant from American Rescue Funds for the Acquisition and Remediation of the Parcel Located at 299 Southland Dr.**

Request: Council authorization to execute a Final Assistance Agreement to accept an award of federal funding from the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds) in the amount of $2,955,383 for the above referenced Consent Decree project. No matching funds are required.

Purpose of Request: Resolution 083-2023 approved acceptance of the above referenced grant. In March 2024, KIA notified LFUCG the prior resolutions did not meet the required form and format for executing the Grant Assistance Agreement. Approval of a new Resolution corrects that misunderstanding.

What is the cost in this budget year and future budget years? $2,955,383 is the grant amount allocated to this project. No match is required. Funds for future budget years are dependent upon availability of grant funds.

Are the funds budgeted? Yes**,** grant funds are budgeted.

3230 303204 3334 92211 2023 BROWNFLDS_2023 FED_GRANT

File Number: 0344-24

Director/Commissioner: Martin/Albright

RESOLUTION NO. _____ - 2024

A RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ACCEPTING THE GRANT OF $2,955,383.00 IN FEDERAL FUNDS FROM THE KENTUCKY CLEANER WATER ROUND 2 GRANT (ARPA) FOR THE ACQUISITION AND REMEDIATION OF THE PARCEL LOCATED AT 299 SOUTHLAND DRIVE, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, APPROVING THE GRANT ASSISTANCE AGREEMENT, AUTHORIZING THE AMENDMENT OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS.

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the Lexington-Fayette Urban County Government (the "Grantee") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into an assistance agreement (the "Agreement") with the Authority.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Lexington-Fayette Urban County Government as follows:

SECTION 1- The Grantee hereby accepts the grant award and approves the Assistance Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 2- That the Mayor, on behalf of the Urban County Government, is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award, and to engage a qualified Project Administrator.

SECTION 3- That the Grantee hereby agrees and commits to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout, and

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 the Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or account appropriation within the grant budget previously established for this grant.

SECTION 4- That this resolution shall take effect at the earliest time provided by law.

ADOPTED on _____202___.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

_____
Authorized Signatory

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0344-24:bgs:4895-9131-1794, v. 1

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on _____ ,202_; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on _____ ,202_.

_____
Secretary/Clerk

4895-9131-1794, v. 1

RESOLUTION NO. 180 - 2024

A RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ACCEPTING THE GRANT OF $2,955,383.00 IN FEDERAL FUNDS FROM THE KENTUCKY CLEANER WATER ROUND 2 GRANT (ARPA) FOR THE ACQUISITION AND REMEDIATION OF THE PARCEL LOCATED AT 299 SOUTHLAND DRIVE, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, APPROVING THE GRANT ASSISTANCE AGREEMENT, AUTHORIZING THE AMENDMENT OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS.

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the Lexington-Fayette Urban County Government (the "Grantee") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into an assistance agreement (the "Agreement") with the Authority.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Lexington-Fayette Urban County Government as follows:

SECTION 1- The Grantee hereby accepts the grant award and approves the Assistance Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 2- That the Mayor, on behalf of the Urban County Government, is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award, and to engage a qualified Project Administrator.

SECTION 3- That the Grantee hereby agrees and commits to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout, and

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 the Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or account appropriation within the grant budget previously established for this grant.

SECTION 4- That this resolution shall take effect at the earliest time provided by law

ADOPTED on April 25, 2024.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton

Authorized Signatory

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0344-24:bgs:4895-9131-1794, v. 1

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on April 25 ,2024; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on April 25 ,2024.

Secretary/Clerk

Copy in lieu of original

22CWS010

GRANT ASSISTANCE AGREEMENT

This Grant Assistance Agreement (the "Agreement") is made and entered into by and between the Kentucky Infrastructure Authority (the "Authority"), a body corporate and politic, constituting a public corporation and governmental agency and instrumentality of the Commonwealth of Kentucky, and the Lexington-Fayette Urban County Government (the "Grantee"), acting herein through its Authorized Official, each a party to this Agreement, which shall be effective upon the date of signing by the Executive Director of the Authority,

W I T N E S S E T H:

WHEREAS, the General Assembly of the Commonwealth of Kentucky, being the duly and legally constituted legislature of Kentucky at its 1988 Regular Session, enacted House Bill 217 amending Chapter 224A of the Kentucky Revised Statutes (the "Act"), creating the "Kentucky Infrastructure Authority" to serve the public purposes identified in the Act; and

WHEREAS, the Authority, attached to the Governor's Office, is charged pursuant to Section 224A.300 of the Act with coordinating the funding and implementation of infrastructure projects and to this end maintains the Water Resource Information System (the "WRIS") a comprehensive database of community water and wastewater projects across Kentucky; and

WHEREAS, House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly approved a $250,000,000 allocation in Federal Funds for Fiscal Year 2023 from the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund to the Authority for the Drinking Water and Wastewater Grant Program, known as the Kentucky Cleaner Water Program (the "CWP"), a portion of which funds are the subject of this Agreement; and

WHEREAS, the Grantee now seeks to acquire and construct a project as described in the Grantee's Project Profile in the WRIS (the "Project") and the Authority has determined that the Project meets the guidelines of the Cleaner Water Program and the directives of the General Assembly; and

WHEREAS, the Grantee and the Authority desire to enter into this Agreement which sets forth their respective duties, rights, covenants, and obligations with respect to the acquisition and construction of the Project and the application of the proceeds of a grant from the Cleaner Water Program as administered by the Authority.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the grant hereby effected, and for other good and valuable consideration, the receipt, mutuality and sufficiency of which is hereby acknowledged by the parties hereto, the Authority and the Grantee each agree as follows:

SECTION 1 – DEFINITIONS

All terms utilized herein shall have the same definitions and meaning as ascribed to them in the Act, which Act is hereby incorporated in this Agreement by reference, the same as if set forth herein verbatim; provided, however, that those definitions utilized in the Act having general application are hereby modified in certain instances to apply specifically to the Grantee and its Project.

Act shall mean Chapter 224A of the Kentucky Revised Statutes, as amended (the "KRS").

Agreement shall mean this Grant Assistance Agreement made and entered into by and between the Grantee and the Authority, as authorized by the Act, providing for a Grant to be made to the Grantee or its approved agent, subject to approval by the Authority.

Area Water Management Council shall mean the entity designated as the regional planning body for the respective counties within an Area Development District in Kentucky, which shall prepare and maintain an **Area Water Management Plan**, listing and prioritizing Project Profiles for water and wastewater projects within that region.

Engineer(s) shall mean the professional engineer or firm of professional engineers properly procured in accord with KRS Chapter 45A and 2 CFR 200.317 through 2 CFR 200.327 (where applicable), as amended, by the Grantee in connection with the Project, as identified in the WRIS Cleaner Water Program Database.

Exhibit shall refer to a specific document, or to the completion of a process or procedure to be accomplished as a prerequisite to release of funds to the Grantee by the Authority.

Grant shall mean that portion of the Kentucky CWP funds made available to the Commonwealth by the American Recovery Program Act and allocated by the Kentucky General Assembly in its 2022 Regular Session, which shall be incrementally transferred under this Agreement from the Commonwealth to the Grantee through Grant Number 22CWS010 in the principal amount of $2,955,383 for the purpose of defraying the costs incidental to the Project.

Grantee shall mean any unit of local government, or its designated agent, as approved by the Authority, or any special purpose governmental entity within the Commonwealth eligible for funds under the CWP in accordance with the Act, now having been or hereafter being granted the funds for the Project; and for the purposes of this Agreement shall mean the Grantee identified on the front page of this Agreement.

Project shall mean, when used generally, a water, wastewater or other infrastructure project authorized pursuant to the Act, and when used in specific reference to the Grantee's Project funded by the Authority through the CWP, it shall refer to that

project as described in the Grantee's Project Profile in the WRIS, which has an 8 digit number following the designation WX or SX.

Project Administrator shall mean that individual designated in the Project Profile by that title, who has the capacity and responsibility of supervising the Project and coordinating the preparation of all related documentation on behalf of the Grantee with respect to the Project.

Project Budget shall mean a list of Project expenses and funding sources, in the form set forth in the current Project Profile as set forth in the WRIS.

Project Profile shall mean those specific details of the Project, presented by the Grantee to the respective Area Water Management Council for review and incorporation into the Area Water Management Plan and the WRIS.

System shall mean the utility system owned and operated by the Grantee or the agent of the Grantee, as approved by the Authority, to which the Project shall become a part, and any revenues generated by the Project, which are used to operate and maintain the utility system in the typical manner of a local public utility in Kentucky.

SECTION 2 - OBLIGATIONS OF THE AUTHORITY

The Authority covenants and agrees, conditioned upon the timely performance by the Grantee of its respective obligations, to undertake the following obligations:

A. The Authority shall review and approve Project related documentation provided by the Grantee. Once the Project is under construction, the Authority shall review requests for payment submitted for payment of costs of the Project. Any deficiencies found in said requests will be reported immediately to the Grantee. If there are no deficiencies in said requests or deficiencies have been resolved satisfactorily by the Grantee, the Authority will approve the requests and disburse grant funds to the Grantee in an amount not to exceed, cumulatively, the approved grant amount for the Project.

B. The Authority will communicate and cooperate with the Grantee to best assist the Grantee in meeting its obligations set out in this Agreement.

SECTION 3 - OBLIGATIONS OF THE GRANTEE

The Grantee covenants and agrees to undertake the following obligations:

A. The Grantee shall complete and submit executed copies of all required Exhibits to the Authority, in accordance with the Conditional Commitment Letter instructions.

B. The Grantee may consider utilizing the option for partial funding set out in Section 6, below. Over the course of the acquisition and construction of the Project, the Grantee shall provide such status reports as may be requested by the Authority, and once the Project is under construction submit periodic requests for payment to the Authority accompanied by copies of invoices for costs incurred in accordance with the Authority's standard draw-down request format.

C. The Grantee shall perform and/or cause to be performed all necessary acts consistent with all federal and state labor and procurement laws in connection with the planning, design, acquisition and construction of the Project, including: the proper procurement of land, easements and rights of way; professional services, including but not limited to architectural and engineering services; construction contractor(s) services; and the acquisition of necessary equipment and/or materials.

D. The Grantee shall obtain and keep on file all required permits, licenses and approvals from the appropriate federal, state, and/or local governmental agencies prior to starting construction of the Project.

E. The Grantee shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies relating to the planning and construction of the Project.

F. The Grantee shall cooperate fully with the Authority and provide any documentation requested by the Authority in order to facilitate completing the obligations set out in this Agreement.

G. The Grantee will proceed expeditiously to complete the Project in accordance with the approved final engineering plans and specifications or amendments thereto, prepared by the Project Engineer for the Grantee, if required and as approved by the Authority and other state and federal agencies, as appropriate.

H. The Grantee agrees that throughout the reasonable life of the infrastructure facilities developed under the Project it will retain ownership of, operate, and maintain these facilities, and all appurtenances thereto, keeping them in good and sound repair and good operating condition at its own expense so that the completed Project will continue to provide the services for which it was designed. Change of ownership or disposal of the Project facilities during their useful life may occur only with written approval of the Authority.

I. If the Grantee is a local unit of government, city or county, and determines that it is in the best interest of its citizens, it may enter into a memorandum of agreement with a Kentucky corporation to serve as its agent for the implementation and long-term operation and management of the Project, subject to the Agreement. The form and content of such a memorandum of agreement is subject to the prior approval of the Authority.

J. General Compliance with all Duties. The Grantee shall faithfully and punctually perform all duties with reference to the System required by the American Rescue Plan Act of 2021, and by the terms and provisions of the Act, and this Assistance Agreement.

K. Further Covenants under the American Rescue Plan Act of 2021. The Grantee shall comply with all further requirements or conditions which may arise from time to time in order to assure compliance with the American Rescue Plan Act of 2021, including but not limited to the following:

1. Records Retention. The Grantee shall provide to the Authority access to all records related to the Project for review in determining compliance with this Agreement and all applicable laws and regulations, including the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund. The Grantee shall retain all records, including all invoices, relating to the Project for five (5) years after full execution of the Certificate of Completion.

2. Single Audit Requirements. Grantees that expend more than $750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Grantees may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

3. Civil Rights Compliance. The Grantee is required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Department of the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

L. General. The Grantee shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Grantee under the provisions of the American Rescue Plan Act of 2021 and this Assistance Agreement in accordance with the terms of such provisions.

SECTION 4 - MUTUALITY OF OBLIGATIONS

A. The parties agree that the funds granted by the Commonwealth to the Grantee are to be used solely for the purposes of the acquisition and construction of the Project. Further, the parties agree that the obligations imposed upon them are for their respective benefit and the timely fulfillment of the obligations set herein are necessary for the Project.

B. Except as may otherwise be provided herein, the parties to this Agreement shall be solely responsible for any incidental costs incurred in fulfilling their respective obligations under this Agreement and neither party shall have any claim against the other party for reimbursement of incidental costs whether or not a party is in default.

SECTION 5 - TERMS OF AGREEMENT

A. This Agreement shall be valid only after both parties have duly signed and provided the executed document to the other.

B. This Agreement may be terminated by either party at any time for cause and may be terminated by either party without cause upon 30 days written notice to the other party. Termination of this Agreement shall not diminish or in any other manner affect any other remedy that may be available to the parties for any breach of the Agreement that occurs prior to the termination.

C. If, after execution of this Agreement, additional financial assistance is found to be required for the acquisition and construction of the Project and the required additional assistance does or does not become available to the Grantee from any source, the Project may be modified so long as any change in scope and budget is mutually agreed to by the parties to this Agreement, and clearly documented in a revision of the Project Budget within the Project Profile.

SECTION 6 - ADVANCE FUNDING FOR PROJECT PLANNING AND DESIGN

A. The Grantee may request, in writing, that a portion of the grant funds be disbursed prior to Project bidding to pay up to 50% of the budgeted engineering fee for Project planning and design to the Project Engineer to expedite submission of the Project plans and specifications for review by the Kentucky Division of Water. The balance of the budgeted engineering fee for project planning and design may be paid only after approval of the plans by the Kentucky Division of Water.

B. It is specifically understood and agreed by the Grantee in the event that the Project has not been advertised for bids within twenty-four (24) months from the date of

signing of this Agreement, for whatever reason, any funds disbursed for Project planning and design are subject to full and immediate repayment by the Grantee to the Authority.

C. No funds shall be released under this Section until the requirements of Exhibits 1 through 7 of this Agreement have been completed.

SECTION 7. - EVENTS OF DEFAULT AND REMEDIES.

Section 7.1. Events of Default Defined.

The following will be "Events of Default" under this Agreement and the term "Event of Default" or "Default" will mean, whenever it is used in this Agreement, any one or more of the following events:

A. Any unauthorized or improper expenditure of funds by the Grantee, or expenditure of funds by the Grantee other than in accordance with the terms of this Agreement.

B. Failure by the Grantee to observe or perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsection (A) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied will have been given to the Grantee by the Authority unless the Authority agrees in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Grantee within the applicable period and diligently pursued until such failure is corrected.

C. The dissolution or liquidation of the Grantee, or the voluntary initiation by the Grantee of any proceeding under any federal or Kentucky law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Grantee of any such proceeding which remain undismissed for sixty (60) days, or the entry by the Grantee into an agreement of composition with creditors or the failure generally by the Grantee to pay its debts as they become due.

D. A default by the Grantee under the provisions of any agreements relating to its debt obligations.

Section 7.2. Remedies on Default.

Whenever any Event of Default referred to in Section 7.1 has occurred and is continuing, the Authority may, without any further demand or notice, take one or any combination of the following remedial steps:

A. Declare this Agreement void from the beginning without further obligation to the Grantee and may commence appropriate legal action to enforce its rights under this Agreement including action for recovery of funds expended hereunder.

B. Terminate any remaining grant payments to the Grantee.

C. Exercise all the rights and remedies of the Authority set forth in the Act.

D. Take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement.

E. Submit a formal referral to the appropriate federal agency.

Section 7.3. No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Authority is intended to be exclusive, and every such remedy will be cumulative and will be in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power and any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 7.4. Consent to Powers of Authority Under Act.

The Grantee hereby acknowledges to the Authority its understanding of the provisions of the Act, vesting in the Authority certain powers, rights and privileges in respect of the Project upon the occurrence of an Event of Default, and the Grantee hereby covenants and agrees that if the Authority should in the future have recourse to said rights and powers, the Grantee shall take no action of any nature whatsoever calculated to inhibit, nullify, void, delay or render nugatory such actions of the Authority in the due and prompt implementation of this Agreement.

Section 7.5. Waivers.

In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

Section 7.6. Agreement to Pay Attorneys' Fees and Expenses.

In the event that either party hereto defaults under any of the provisions hereof and the non-defaulting party employs attorneys or incurs other expenses for the enforcement of

performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will pay on demand therefor to the non-defaulting party the fees of such attorneys and such other expenses so incurred by the non-defaulting party.

SECTION 8 - MISCELLANEOUS PROVISIONS

A. The Grantee may sign this Agreement electronically via a program subject to the approval by the Authority, or manually on a paper copy that is scanned to the portable document format (.pdf) and emailed to the Authority. Transmittal of all other correspondence or documentation, including the required Exhibits identified in the Attachment shall be scanned and attached as a file to email. The Authority and the Grantee, working through the Project Administrator, shall assist each other in securing and maintaining a complete, current Project document file for reference, records, and audit purposes.

B. The headings set forth in this Agreement are for convenience and the terms contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

C. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successor and assigns, respectively, of the parties. Except for the limited use of a memorandum of agreement (as provided in Section 3 herein), this provision shall not be construed to permit an assignment by any party of any of its rights and duties under this Agreement which assignment shall be prohibited except with the prior written consent of the parties hereto.

D. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and may be modified only by a written instrument duly executed by each of the parties hereto.

E. Timely and accurate performance of all actions by the respective parties are mutually recognized by the parties of this Agreement to be of importance to the citizens of the Commonwealth generally, and particularly to those citizens directly affected by the Project.

F. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

G. The Authority may audit or review all documentation and records of the Grantee relating to this Project pursuant to the provisions of Section 45A.150 of the KRS or any other applicable federal or state law.

H. The Grantee agrees that the Authority, 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 documentation or evidence, which are directly pertinent to this Agreement for the purpose of financial audit or program review.

Furthermore, any books, documents, papers records, or other evidence provided to the Commonwealth, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission, which are directly pertinent to this Agreement, shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of this Agreement. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the services.

I. During the performance of this contract, the Grantee agrees to the following Appendix II to 2 CFR Part 200 contract provisions, as amended:

Equal Employment Opportunity

1. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee 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:

    a. 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.
    b. The Grantee 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.
    c. The Grantee 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.

d. The Grantee 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.
e. The Grantee 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.
f. The Grantee 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.
g. In the event of the Grantee'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.
h. The Grantee 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 Grantee 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.

Contract Work Hours and Safety Standards Act

All contracts that are in excess of $100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

1. Overtime requirements: No contractor or subcontractor contracting for any part of the Agreement 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. The Grantee 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.

Clean Air Act

1. The Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Grantee agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

3. The Grantee agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funding.

Federal Water Pollution Control Act

1. The Grantee agrees to 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.
2. The Grantee agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
3. The Grantee agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

Debarment and Suspension

Contracts shall not be awarded to parties listed on the governmentwide exclusions in the System for Award Management (SAM) listed at www.sam.gov.

Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officials as of the day and year above written.

KENTUCKY INFRASTRUCTURE AUTHORITY

By: _____
Sandy Williams, Executive Director

Date: _____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Authorized Official

Print Name: Linda Gorton

THIS AGREEMENT HAS BEEN EXAMINED BY:

By: _____
LEGAL COUNSEL TO THE KENTUCKY INFRASTRUCTURE AUTHORITY

CWP GRANT CONDITIONS – COMPLIANCE FORMS & EXHIBITS

Note A: Exhibits 1 through 3 must be completed, scanned, and emailed to the Authority on or before the date the Grantee signs the Conditional Commitment Letter. The Conditional Commitment Letter may be signed electronically or manually, then scanned and emailed to the Authority.

Exhibit 1 Notification to the Authority of completed Review / Update of Project Profile

Exhibit 2 Confirmation of Grantee Vendor Number – via KY Finance Cabinet Application

Exhibit 3 Copy of the Transparency Act Reporting Information Form

Note B: Upon receipt of the signed Conditional Commitment Letter and the Authority's verification of Exhibits 1-3, the Authority will forward to the Grantee the Grant Assistance Agreement. The Grantee should proceed to complete Exhibits 4 through 7, scan and send each Exhibit to the Authority by email; and then the Authorized Official may sign the Assistance Agreement, either electronically or by scanning and send attached to email.

Exhibit 4 A) Grantee Resolution (Accepting Grant, Approving Agreement, Amending Budget, Designating an Authorized Official)
B) Certificate of Recording Officer

Exhibit 5 Opinion of Legal Counsel Relating to the Grantee Resolution

Exhibit 6 A) Copy of the Engineering Services Contract; and
B) Grantee & Engineer Fee Confirmation

Note C: The Grantee may request 50% of the engineering design fee (as budgeted in the Project Profile) at this point and may request the balance of the engineering design fee once Exhibit 8 has been sent to the Authority.

Exhibit 7 Copy of the Kentucky eClearinghouse Endorsement Letter with Comments.

Exhibit 8 Copy of the DOW Approval Letter of Project Engineering Plans & Specifications.

Exhibit 9 Copy of the bid package signed by (A) Engineer, (B1) Authorized Official, and (B2) Title Attorney, as appropriate.

Exhibit 10 Certification Regarding Utility Accounting, Cost-Based Rates and Auditing.

Exhibit 11 Certificate of Project Completion.

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on

April 25 ,2024; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on April 25 ,2024.

Secretary/Clerk

EXHIBIT 4

RESOLUTION

RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ACCEPTING THE GRANT, APPROVING THE GRANT ASSISTENCE AGREEMENT, AUTHORIZING THE AMENDMENT OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the Lexington-Fayette Urban County Government (the "Grantee") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into an assistance agreement (the "Agreement") with the Authority.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Lexington-Fayette Urban County Government as follows:

SECTION 1. The Grantee hereby accepts the grant award and approves the Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 2. That Linda Gorton is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award, and to engage a qualified Project Administrator.

SECTION 3. That the Grantee hereby agrees and commits to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout.

SECTION 4. That this resolution shall take effect at the earliest time provided by law.

ADOPTED on April 25, 2024.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton

Authorized Signatory

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on _____ _____, 202___; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on _____ _____, 202___.

_____
Secretary/Clerk

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0345-24

File ID:	0345-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	03/25/2024
File Name:	Avtec Sole Source			**Final Action:**	04/25/2024

Title: A Resolution authorizing the Div. of E911 to purchase radio console technology from Avtec LLC, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Avtec LLC, related to the procurement, at a cost not to exceed $160,000. [Div. of Enhanced 911, Patton]

Notes:

Sponsors:		**Enactment Date:**	04/25/2024
Attachments:	Memo - Avtec Sole Source 2024, R-181-2024	**Enactment Number:**	R-181-2024
Deed #:		**Hearing Date:**	
Drafter:	Jennifer Cottle	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/09/2024	Approved and Referred to Docket	Urban County Council	04/11/2024		Pass
1	Urban County Council	04/11/2024	Received First Reading	Urban County Council	04/25/2024		
1	Urban County Council	04/25/2024	Approved				Pass

Text of Legislative File 0345-24

Title

A Resolution authorizing the Div. of E911 to purchase radio console technology from Avtec LLC, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Avtec LLC, related to the procurement, at a cost not to exceed $160,000. [Div. of Enhanced 911, Patton]

Summary

Authorization to recognize Avtec LLC as the sole source provider of radio console technology manufactured by Avtec Incorporated to update the hardware and software at

each dispatch position, at a cost of $160,000 in FY 2024. Funds are Budgeted. (L0345-24) (Patton/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law:

Risk Management:

Fully Budgeted: Yes

Account Number: 1101-505601-0001-96201

This Fiscal Year Impact: up to $160,000

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance: $396,500.00

MAYOR LINDA GORTON

LEXINGTON

JONELLE PATTON
DIRECTOR
ENHANCED 911

TO: Mayor Linda Gorton
Urban County Council Members

FROM: Jonelle Patton, Director
Lexington Enhanced 911

DATE: March 25, 2024

SUBJECT: Sole Source Resolution - Avtec

Request:

A resolution recognizing Avtec, Inc. as the sole source provider of radio console technology (i.e. public safety dispatch radio console software, licenses, integration services, etc.) manufactured by Avtec Incorporated.

Why are you requesting?

The Division of Enhanced 911 has an existing Avtec radio console system integrated with the P25 Radio System. These consoles are due for a hardware/software refresh at each dispatch position. The radio consoles themselves are connected to a Avtec VP Gate's that act as a console sub-system interface to the P25 Radio Core. Due to the proprietary nature of the VP gate (hardware and software), Avtec is the sole console vendor capable of implementing a dispatch console solution that would not also require a replacement of the console sub-system interface component's as well.

What are the costs in this budget year and future budget years?

Expense not to exceed $160,000 in fiscal year 2024, per reallocated funds, and $4,000 in recurring extended maintenance per year after year one.

Are the funds budgeted?

Yes, via FY24 reallocated funds budgeted in 1101-505601-0001-96201

File Number: 0345-24

RESOLUTION NO. 181 - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF E911 TO PURCHASE RADIO CONSOLE TECHNOLOGY FROM AVTEC LLC, A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH AVTEC LLC, RELATED TO THE PROCUREMENT, AT A COST NOT TO EXCEED $160,000.00.

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

Section 1 – That the Division of E911 is authorized to purchase radio console technology from Avtec LLC, a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Avtec LLC, related to the procurement.

Section 2 – That an amount, estimated not to exceed the sum of $160,000.00 be and hereby is approved for payment to Avtec LLC, from account #1101-505601-96201.

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

0345-24:MRS: 4879-3873-6562, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0346-24

File ID: 0346-24 **Type:** Resolution **Status:** Approved

Version: 2 **Contract #:** 100-2024 **In Control:** Urban County Council

File Created: 03/25/2024

File Name: Request Council authorization to execute a Final Assistance Agreement to accept an award of federal funding from the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds) in the amount of 3,725,000 for the above referenced Consent Decree p

Final Action: 04/25/2024

Title: A Resolution of the Lexington-Fayette Urban County Government accepting the Grant of $3,725,000 in Federal funds from the Ky. Cleaner Water Round 2 Grant (ARPA) for the Town Branch WWTP Dewatering Pump Station Rehabilitation Project, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, approving the Grant Assistance Agreement, authorizing the amendment of the Lexington-Fayette Urban County Government's Annual Budget, and authorizing a representative to sign all related documents. [Div. of Water Quality, Martin]

Notes: In office and taken down to the MO for signature 5/2/2024. MS

Signed and CILOO filed in the CCO. Returned to Celia Moore via pick up 5/2/2024. MS
2/25/25 - Exhibits 9A & 10 taken down the Mayors for Signature - SC

signed and returned to Celia, CILOO kept in CCO 2.26.25 AA

Sponsors:

Enactment Date: 04/25/2024

Attachments: 24 - Blue Sheet Memo 22CWS008 TB WWTP, 0346-24 (revised) 4854-3442-9106 v.1.docx, R-182-2024, Contract #100-2024, Contract #100-2024

Enactment Number: R-182-2024

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	04/09/2024	Approved and Referred to Docket	Urban County Council	04/11/2024		Pass

2	Urban County Council	04/11/2024	Received First Reading	Urban County Council	04/25/2024	
2	Urban County Council	04/25/2024	Approved			Pass

Text of Legislative File 0346-24

Title

A Resolution of the Lexington-Fayette Urban County Government accepting the Grant of $3,725,000 in Federal funds from the Ky. Cleaner Water Round 2 Grant (ARPA) for the Town Branch WWTP Dewatering Pump Station Rehabilitation Project, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, approving the Grant Assistance Agreement, authorizing the amendment of the Lexington-Fayette Urban County Government's Annual Budget, and authorizing a representative to sign all related documents. [Div. of Water Quality, Martin]

Summary

Authorization to execute a Final Assistance Agreement to accept an award of federal funding from the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds) in the amount of 3,725,000 for the Town Branch WWTP Dewatering Pump Station Rehabilitation Project, a Consent Decree project. No matching funds are required.
(L0346-24) (Martin/Albright)
Budgetary Implications: Yes
Advance Document Review:

Law: Yes, Completed by Brittany Smith, 4/4/2023

Risk Management: N/A

Fully Budgeted: Yes
Account Number: 3230-303401-3401-92711
This Fiscal Year Impact: $3,725,000
Annual Impact: $0
Project: TBWWTP_2023
Activity: FED_GRANT
Budget Reference: 2023
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: **MARCH 21, 2024**

SUBJECT: **Acceptance of Award from Kentucky Cleaner Water Round 2 Grant from American Rescue Funds for the Town Branch WWTP Dewatering Pump Station Rehabilitation Project**

Request: Council authorization to execute a Final Assistance Agreement to accept an award of federal funding from the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds) in the amount of 3,725,000 for the above referenced Consent Decree project. No matching funds are required.

Purpose of Request: Resolution 234-2023 approved acceptance of the above referenced grant. In March 2024, KIA notified LFUCG the prior resolution did not meet the required form and format for executing the Grant Assistance Agreement. Approval of a new Resolution corrects that misunderstanding.

What is the cost in this budget year and future budget years? $3,725,000 is the grant amount allocated to this project. No match is required. Funds for future budget years are dependent upon availability of grant funds.

Are the funds budgeted? Yes, grant funds are budgeted.

3230 303401 3401 92711 2023 TBWWTP_2023 FED_GRANT

File Number: 0346-24

Director/Commissioner: Martin/Albright

RESOLUTION NO. _____ - 2024

A RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ACCEPTING THE GRANT OF $3,725,000.00 IN FEDERAL FUNDS FROM THE KENTUCKY CLEANER WATER ROUND 2 GRANT (ARPA) FOR THE TOWN BRANCH WWTP DEWATERING PUMP STATION REHABILITATION PROJECT, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, APPROVING THE GRANT ASSISTANCE AGREEMENT, AUTHORIZING THE AMENDMENT OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS.

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the Lexington-Fayette Urban County Government (the "Grantee") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into an assistance agreement (the "Agreement") with the Authority.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Lexington-Fayette Urban County Government as follows:

SECTION 1- The Grantee hereby accepts the grant award and approves the Assistance Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 2- That the Mayor, on behalf of the Urban County Government, is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award, and to engage a qualified Project Administrator.

SECTION 3- That the Grantee hereby agrees and commits to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout, and 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 the Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or account appropriation within the grant budget previously established for this grant.

SECTION 4- That this resolution shall take effect at the earliest time provided by law.

ADOPTED on _____202___.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

_____
Authorized Signatory

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0346-24:BGS:4854-3442-9106, v. 1

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on _____ ,202_; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on _____ ,202_.

_____
Secretary/Clerk

4854-3442-9106, v. 1

RESOLUTION NO. 182 - 2024

A RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ACCEPTING THE GRANT OF $3,725,000.00 IN FEDERAL FUNDS FROM THE KENTUCKY CLEANER WATER ROUND 2 GRANT (ARPA) FOR THE TOWN BRANCH WWTP DEWATERING PUMP STATION REHABILITATION PROJECT, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, APPROVING THE GRANT ASSISTANCE AGREEMENT, AUTHORIZING THE AMENDMENT OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS.

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the Lexington-Fayette Urban County Government (the "Grantee") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into an assistance agreement (the "Agreement") with the Authority.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Lexington-Fayette Urban County Government as follows:

SECTION 1- The Grantee hereby accepts the grant award and approves the Assistance Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 2- That the Mayor, on behalf of the Urban County Government, is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award, and to engage a qualified Project Administrator.

SECTION 3- That the Grantee hereby agrees and commits to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout, and 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 the Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or account appropriation within the grant budget previously established for this grant.

SECTION 4- That this resolution shall take effect at the earliest time provided by law

ADOPTED on April 25, 2024.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton
Authorized Signatory

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0346-24:BGS:4854-3442-9106, v. 1

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on April 25, ,2024; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on April 25, ,2024.

Secretary/Clerk

22CWS011

GRANT ASSISTANCE AGREEMENT

This Grant Assistance Agreement (the "Agreement") is made and entered into by and between the Kentucky Infrastructure Authority (the "Authority"), a body corporate and politic, constituting a public corporation and governmental agency and instrumentality of the Commonwealth of Kentucky, and the Lexington-Fayette Urban County Government (the "Grantee"), acting herein through its Authorized Official, each a party to this Agreement, which shall be effective upon the date of signing by the Executive Director of the Authority,

W I T N E S S E T H:

WHEREAS, the General Assembly of the Commonwealth of Kentucky, being the duly and legally constituted legislature of Kentucky at its 1988 Regular Session, enacted House Bill 217 amending Chapter 224A of the Kentucky Revised Statutes (the "Act"), creating the "Kentucky Infrastructure Authority" to serve the public purposes identified in the Act; and

WHEREAS, the Authority, attached to the Governor's Office, is charged pursuant to Section 224A.300 of the Act with coordinating the funding and implementation of infrastructure projects and to this end maintains the Water Resource Information System (the "WRIS") a comprehensive database of community water and wastewater projects across Kentucky; and

WHEREAS, House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly approved a $250,000,000 allocation in Federal Funds for Fiscal Year 2023 from the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund to the Authority for the Drinking Water and Wastewater Grant Program, known as the Kentucky Cleaner Water Program (the "CWP"), a portion of which funds are the subject of this Agreement; and

WHEREAS, the Grantee now seeks to acquire and construct a project as described in the Grantee's Project Profile in the WRIS (the "Project") and the Authority has determined that the Project meets the guidelines of the Cleaner Water Program and the directives of the General Assembly; and

WHEREAS, the Grantee and the Authority desire to enter into this Agreement which sets forth their respective duties, rights, covenants, and obligations with respect to the acquisition and construction of the Project and the application of the proceeds of a grant from the Cleaner Water Program as administered by the Authority.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the grant hereby effected, and for other good and valuable consideration, the receipt, mutuality and sufficiency of which is hereby acknowledged by the parties hereto, the Authority and the Grantee each agree as follows:

SECTION 1 – DEFINITIONS

All terms utilized herein shall have the same definitions and meaning as ascribed to them in the Act, which Act is hereby incorporated in this Agreement by reference, the same as if set forth herein verbatim; provided, however, that those definitions utilized in the Act having general application are hereby modified in certain instances to apply specifically to the Grantee and its Project.

Act shall mean Chapter 224A of the Kentucky Revised Statutes, as amended (the "KRS").

Agreement shall mean this Grant Assistance Agreement made and entered into by and between the Grantee and the Authority, as authorized by the Act, providing for a Grant to be made to the Grantee or its approved agent, subject to approval by the Authority.

Area Water Management Council shall mean the entity designated as the regional planning body for the respective counties within an Area Development District in Kentucky, which shall prepare and maintain an **Area Water Management Plan**, listing and prioritizing Project Profiles for water and wastewater projects within that region.

Engineer(s) shall mean the professional engineer or firm of professional engineers properly procured in accord with KRS Chapter 45A and 2 CFR 200.317 through 2 CFR 200.327 (where applicable), as amended, by the Grantee in connection with the Project, as identified in the WRIS Cleaner Water Program Database.

Exhibit shall refer to a specific document, or to the completion of a process or procedure to be accomplished as a prerequisite to release of funds to the Grantee by the Authority.

Grant shall mean that portion of the Kentucky CWP funds made available to the Commonwealth by the American Recovery Program Act and allocated by the Kentucky General Assembly in its 2022 Regular Session, which shall be incrementally transferred under this Agreement from the Commonwealth to the Grantee through Grant Number 22CWS011 in the principal amount of $9,497,206 for the purpose of defraying the costs incidental to the Project.

Grantee shall mean any unit of local government, or its designated agent, as approved by the Authority, or any special purpose governmental entity within the Commonwealth eligible for funds under the CWP in accordance with the Act, now having been or hereafter being granted the funds for the Project; and for the purposes of this Agreement shall mean the Grantee identified on the front page of this Agreement.

Project shall mean, when used generally, a water, wastewater or other infrastructure project authorized pursuant to the Act, and when used in specific reference to the Grantee's Project funded by the Authority through the CWP, it shall refer to that

project as described in the Grantee's Project Profile in the WRIS, which has an 8 digit number following the designation WX or SX.

Project Administrator shall mean that individual designated in the Project Profile by that title, who has the capacity and responsibility of supervising the Project and coordinating the preparation of all related documentation on behalf of the Grantee with respect to the Project.

Project Budget shall mean a list of Project expenses and funding sources, in the form set forth in the current Project Profile as set forth in the WRIS.

Project Profile shall mean those specific details of the Project, presented by the Grantee to the respective Area Water Management Council for review and incorporation into the Area Water Management Plan and the WRIS.

System shall mean the utility system owned and operated by the Grantee or the agent of the Grantee, as approved by the Authority, to which the Project shall become a part, and any revenues generated by the Project, which are used to operate and maintain the utility system in the typical manner of a local public utility in Kentucky.

SECTION 2 - OBLIGATIONS OF THE AUTHORITY

The Authority covenants and agrees, conditioned upon the timely performance by the Grantee of its respective obligations, to undertake the following obligations:

A. The Authority shall review and approve Project related documentation provided by the Grantee. Once the Project is under construction, the Authority shall review requests for payment submitted for payment of costs of the Project. Any deficiencies found in said requests will be reported immediately to the Grantee. If there are no deficiencies in said requests or deficiencies have been resolved satisfactorily by the Grantee, the Authority will approve the requests and disburse grant funds to the Grantee in an amount not to exceed, cumulatively, the approved grant amount for the Project.

B. The Authority will communicate and cooperate with the Grantee to best assist the Grantee in meeting its obligations set out in this Agreement.

SECTION 3 - OBLIGATIONS OF THE GRANTEE

The Grantee covenants and agrees to undertake the following obligations:

A. The Grantee shall complete and submit executed copies of all required Exhibits to the Authority, in accordance with the Conditional Commitment Letter instructions.

B. The Grantee may consider utilizing the option for partial funding set out in Section 6, below. Over the course of the acquisition and construction of the Project, the Grantee shall provide such status reports as may be requested by the Authority, and once the Project is under construction submit periodic requests for payment to the Authority accompanied by copies of invoices for costs incurred in accordance with the Authority's standard draw-down request format.

C. The Grantee shall perform and/or cause to be performed all necessary acts consistent with all federal and state labor and procurement laws in connection with the planning, design, acquisition and construction of the Project, including: the proper procurement of land, easements and rights of way; professional services, including but not limited to architectural and engineering services; construction contractor(s) services; and the acquisition of necessary equipment and/or materials.

D. The Grantee shall obtain and keep on file all required permits, licenses and approvals from the appropriate federal, state, and/or local governmental agencies prior to starting construction of the Project.

E. The Grantee shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies relating to the planning and construction of the Project.

F. The Grantee shall cooperate fully with the Authority and provide any documentation requested by the Authority in order to facilitate completing the obligations set out in this Agreement.

G. The Grantee will proceed expeditiously to complete the Project in accordance with the approved final engineering plans and specifications or amendments thereto, prepared by the Project Engineer for the Grantee, if required and as approved by the Authority and other state and federal agencies, as appropriate.

H. The Grantee agrees that throughout the reasonable life of the infrastructure facilities developed under the Project it will retain ownership of, operate, and maintain these facilities, and all appurtenances thereto, keeping them in good and sound repair and good operating condition at its own expense so that the completed Project will continue to provide the services for which it was designed. Change of ownership or disposal of the Project facilities during their useful life may occur only with written approval of the Authority.

I. If the Grantee is a local unit of government, city or county, and determines that it is in the best interest of its citizens, it may enter into a memorandum of agreement with a Kentucky corporation to serve as its agent for the implementation and long-term operation and management of the Project, subject to the Agreement. The form and content of such a memorandum of agreement is subject to the prior approval of the Authority.

J. General Compliance with all Duties. The Grantee shall faithfully and punctually perform all duties with reference to the System required by the American Rescue Plan Act of 2021, and by the terms and provisions of the Act, and this Assistance Agreement.

K. Further Covenants under the American Rescue Plan Act of 2021. The Grantee shall comply with all further requirements or conditions which may arise from time to time in order to assure compliance with the American Rescue Plan Act of 2021, including but not limited to the following:

1. Records Retention. The Grantee shall provide to the Authority access to all records related to the Project for review in determining compliance with this Agreement and all applicable laws and regulations, including the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund. The Grantee shall retain all records, including all invoices, relating to the Project for five (5) years after full execution of the Certificate of Completion.

2. Single Audit Requirements. Grantees that expend more than $750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Grantees may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

3. Civil Rights Compliance. The Grantee is required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Department of the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

L. General. The Grantee shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Grantee under the provisions of the American Rescue Plan Act of 2021 and this Assistance Agreement in accordance with the terms of such provisions.

SECTION 4 - MUTUALITY OF OBLIGATIONS

A. The parties agree that the funds granted by the Commonwealth to the Grantee are to be used solely for the purposes of the acquisition and construction of the Project. Further, the parties agree that the obligations imposed upon them are for their respective benefit and the timely fulfillment of the obligations set herein are necessary for the Project.

B. Except as may otherwise be provided herein, the parties to this Agreement shall be solely responsible for any incidental costs incurred in fulfilling their respective obligations under this Agreement and neither party shall have any claim against the other party for reimbursement of incidental costs whether or not a party is in default.

SECTION 5 - TERMS OF AGREEMENT

A. This Agreement shall be valid only after both parties have duly signed and provided the executed document to the other.

B. This Agreement may be terminated by either party at any time for cause and may be terminated by either party without cause upon 30 days written notice to the other party. Termination of this Agreement shall not diminish or in any other manner affect any other remedy that may be available to the parties for any breach of the Agreement that occurs prior to the termination.

C. If, after execution of this Agreement, additional financial assistance is found to be required for the acquisition and construction of the Project and the required additional assistance does or does not become available to the Grantee from any source, the Project may be modified so long as any change in scope and budget is mutually agreed to by the parties to this Agreement, and clearly documented in a revision of the Project Budget within the Project Profile.

SECTION 6 - ADVANCE FUNDING FOR PROJECT PLANNING AND DESIGN

A. The Grantee may request, in writing, that a portion of the grant funds be disbursed prior to Project bidding to pay up to 50% of the budgeted engineering fee for Project planning and design to the Project Engineer to expedite submission of the Project plans and specifications for review by the Kentucky Division of Water. The balance of the budgeted engineering fee for project planning and design may be paid only after approval of the plans by the Kentucky Division of Water.

B. It is specifically understood and agreed by the Grantee in the event that the Project has not been advertised for bids within twenty-four (24) months from the date of

signing of this Agreement, for whatever reason, any funds disbursed for Project planning and design are subject to full and immediate repayment by the Grantee to the Authority.

C. No funds shall be released under this Section until the requirements of Exhibits 1 through 7 of this Agreement have been completed.

SECTION 7. - EVENTS OF DEFAULT AND REMEDIES.

Section 7.1. Events of Default Defined.

The following will be "Events of Default" under this Agreement and the term "Event of Default" or "Default" will mean, whenever it is used in this Agreement, any one or more of the following events:

A. Any unauthorized or improper expenditure of funds by the Grantee, or expenditure of funds by the Grantee other than in accordance with the terms of this Agreement.

B. Failure by the Grantee to observe or perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsection (A) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied will have been given to the Grantee by the Authority unless the Authority agrees in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Grantee within the applicable period and diligently pursued until such failure is corrected.

C. The dissolution or liquidation of the Grantee, or the voluntary initiation by the Grantee of any proceeding under any federal or Kentucky law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Grantee of any such proceeding which remain undismissed for sixty (60) days, or the entry by the Grantee into an agreement of composition with creditors or the failure generally by the Grantee to pay its debts as they become due.

D. A default by the Grantee under the provisions of any agreements relating to its debt obligations.

Section 7.2. Remedies on Default.

Whenever any Event of Default referred to in Section 7.1 has occurred and is continuing, the Authority may, without any further demand or notice, take one or any combination of the following remedial steps:

A. Declare this Agreement void from the beginning without further obligation to the Grantee and may commence appropriate legal action to enforce its rights under this Agreement including action for recovery of funds expended hereunder.

B. Terminate any remaining grant payments to the Grantee.

C. Exercise all the rights and remedies of the Authority set forth in the Act.

D. Take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement.

E. Submit a formal referral to the appropriate federal agency.

Section 7.3. No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Authority is intended to be exclusive, and every such remedy will be cumulative and will be in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power and any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 7.4. Consent to Powers of Authority Under Act.

The Grantee hereby acknowledges to the Authority its understanding of the provisions of the Act, vesting in the Authority certain powers, rights and privileges in respect of the Project upon the occurrence of an Event of Default, and the Grantee hereby covenants and agrees that if the Authority should in the future have recourse to said rights and powers, the Grantee shall take no action of any nature whatsoever calculated to inhibit, nullify, void, delay or render nugatory such actions of the Authority in the due and prompt implementation of this Agreement.

Section 7.5. Waivers.

In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

Section 7.6. Agreement to Pay Attorneys' Fees and Expenses.

In the event that either party hereto defaults under any of the provisions hereof and the non-defaulting party employs attorneys or incurs other expenses for the enforcement of

performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will pay on demand therefor to the non-defaulting party the fees of such attorneys and such other expenses so incurred by the non-defaulting party.

SECTION 8 - MISCELLANEOUS PROVISIONS

A. The Grantee may sign this Agreement electronically via a program subject to the approval by the Authority, or manually on a paper copy that is scanned to the portable document format (.pdf) and emailed to the Authority. Transmittal of all other correspondence or documentation, including the required Exhibits identified in the Attachment shall be scanned and attached as a file to email. The Authority and the Grantee, working through the Project Administrator, shall assist each other in securing and maintaining a complete, current Project document file for reference, records, and audit purposes.

B. The headings set forth in this Agreement are for convenience and the terms contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

C. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successor and assigns, respectively, of the parties. Except for the limited use of a memorandum of agreement (as provided in Section 3 herein), this provision shall not be construed to permit an assignment by any party of any of its rights and duties under this Agreement which assignment shall be prohibited except with the prior written consent of the parties hereto.

D. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and may be modified only by a written instrument duly executed by each of the parties hereto.

E. Timely and accurate performance of all actions by the respective parties are mutually recognized by the parties of this Agreement to be of importance to the citizens of the Commonwealth generally, and particularly to those citizens directly affected by the Project.

F. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

G. The Authority may audit or review all documentation and records of the Grantee relating to this Project pursuant to the provisions of Section 45A.150 of the KRS or any other applicable federal or state law.

H. The Grantee agrees that the Authority, 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 documentation or evidence, which are directly pertinent to this Agreement for the purpose of financial audit or program review.

Furthermore, any books, documents, papers records, or other evidence provided to the Commonwealth, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission, which are directly pertinent to this Agreement, shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of this Agreement. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the services.

I. During the performance of this contract, the Grantee agrees to the following Appendix II to 2 CFR Part 200 contract provisions, as amended:

Equal Employment Opportunity

1. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee 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:

    a. 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.
    b. The Grantee 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.
    c. The Grantee 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.

d. The Grantee 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.
e. The Grantee 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.
f. The Grantee 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.
g. In the event of the Grantee'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.
h. The Grantee 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 Grantee 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.

Contract Work Hours and Safety Standards Act

All contracts that are in excess of $100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

1. Overtime requirements: No contractor or subcontractor contracting for any part of the Agreement 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. The Grantee 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.

Clean Air Act

1. The Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Grantee agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

3. The Grantee agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funding.

Federal Water Pollution Control Act

1. The Grantee agrees to 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.
2. The Grantee agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
3. The Grantee agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

Debarment and Suspension

Contracts shall not be awarded to parties listed on the governmentwide exclusions in the System for Award Management (SAM) listed at www.sam.gov.

Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officials as of the day and year above written.

KENTUCKY INFRASTRUCTURE AUTHORITY

By: _____
Sandy Williams, Executive Director

Date: _____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Authorized Official

Print Name: Linda Gorton

THIS AGREEMENT HAS BEEN EXAMINED BY:

By: _____
LEGAL COUNSEL TO THE KENTUCKY INFRASTRUCTURE AUTHORITY

CWP GRANT CONDITIONS – COMPLIANCE FORMS & EXHIBITS

Note A: Exhibits 1 through 3 must be completed, scanned, and emailed to the Authority on or before the date the Grantee signs the Conditional Commitment Letter. The Conditional Commitment Letter may be signed electronically or manually, then scanned and emailed to the Authority.

Exhibit 1 Notification to the Authority of completed Review / Update of Project Profile

Exhibit 2 Confirmation of Grantee Vendor Number – via KY Finance Cabinet Application

Exhibit 3 Copy of the Transparency Act Reporting Information Form

Note B: Upon receipt of the signed Conditional Commitment Letter and the Authority's verification of Exhibits 1-3, the Authority will forward to the Grantee the Grant Assistance Agreement. The Grantee should proceed to complete Exhibits 4 through 7, scan and send each Exhibit to the Authority by email; and then the Authorized Official may sign the Assistance Agreement, either electronically or by scanning and send attached to email.

Exhibit 4 A) Grantee Resolution (Accepting Grant, Approving Agreement, Amending Budget, Designating an Authorized Official)
B) Certificate of Recording Officer

Exhibit 5 Opinion of Legal Counsel Relating to the Grantee Resolution

Exhibit 6 A) Copy of the Engineering Services Contract; and
B) Grantee & Engineer Fee Confirmation

Note C: The Grantee may request 50% of the engineering design fee (as budgeted in the Project Profile) at this point and may request the balance of the engineering design fee once Exhibit 8 has been sent to the Authority.

Exhibit 7 Copy of the Kentucky eClearinghouse Endorsement Letter with Comments.

Exhibit 8 Copy of the DOW Approval Letter of Project Engineering Plans & Specifications.

Exhibit 9 Copy of the bid package signed by (A) Engineer, (B1) Authorized Official, and (B2) Title Attorney, as appropriate.

Exhibit 10 Certification Regarding Utility Accounting, Cost-Based Rates and Auditing.

Exhibit 11 Certificate of Project Completion.

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on April 25, ,2024; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on April 25 ,2024.

Secretary/Clerk

EXHIBIT 4

RESOLUTION

RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ACCEPTING THE GRANT, APPROVING THE GRANT ASSISTENCE AGREEMENT, AUTHORIZING THE AMENDMENT OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the Lexington-Fayette Urban County Government (the "Grantee") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into an assistance agreement (the "Agreement") with the Authority.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Lexington-Fayette Urban County Government as follows:

SECTION 1. The Grantee hereby accepts the grant award and approves the Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 2. That Linda Gorton is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award, and to engage a qualified Project Administrator.

SECTION 3. That the Grantee hereby agrees and commits to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout.

SECTION 4. That this resolution shall take effect at the earliest time provided by law.

ADOPTED on April 25, 2024.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton
Authorized Signatory

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on _____ _____, 202___; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on _____ _____, 202___.

_____
Secretary/Clerk

22CWS008

EXHIBIT 9A

CLEAR SITE CERTIFICATE – CWP Grantee

I Linda Gorton, the Authorized Official of the Lexington-Fayette Urban County Government, certifies that the Grantee has acquired all real property, including easements and rights-of-way, that are or will be required for construction, (erection, extension, modification, addition) operation and maintenance of the utility infrastructure project identified above.

I certify that the Grantee will not use Cleaner Water Program Funds for the purchase of real property (including easements) unless the purchase is from a willing seller.

I certify that, if another water or wastewater entity is served by the Project identified above, either the Grantee cited above or the entity to be served has acquired real property including easements and rights-of-way required for the proposed service.

I certify that the Title Attorney's Certification given on the attached certificate covers all real property including easements and rights-of way required for construction, operation and maintenance of the Grantee's project identified above.

I further certify that all real property, including easements required for the Grantee's project identified above, was acquired in accordance with the requirements of the Surface Transportation and Uniform Relocation Assistance Act of 1987 as set forth in 49 CFR Part 24.

Dated this___day of_____, 20___

Linda Gorton

Grantee's Authorized Official

Mayor

Title (Chairman, Mayor, Commissioner, Manager, Superintendent, etc.)

EXHIBIT 10

CERTIFICATION REGARDING UTILITY ACCOUNTING , COST-BASED RATES AND AUDITING

I, the Authorized Official of the Lexington-Fayette Urban County Government (the "Grantee"), hereby certify that the Grantee agrees, as a condition of its Cleaner Water Program fund award, as follows:

a) to establish and use a financial accounting system that accounts for the operations of water treatment and distribution separately from all other operations of the Grantee;

b) to establish service rates based upon the cost of providing the service; and

c) that the Authority may require an audit to be conducted of the Grantee's utility at least once every two (2) years.

Lexington-Fayette Urban County Government

Linda Gorton
Printed Name of Authorized Official

Linda Gorton
Signature of Authorized Official

Date

RESOLUTION NO. 182 - 2024

A RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ACCEPTING THE GRANT OF $3,725,000.00 IN FEDERAL FUNDS FROM THE KENTUCKY CLEANER WATER ROUND 2 GRANT (ARPA) FOR THE TOWN BRANCH WWTP DEWATERING PUMP STATION REHABILITATION PROJECT, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, APPROVING THE GRANT ASSISTANCE AGREEMENT, AUTHORIZING THE AMENDMENT OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS.

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the Lexington-Fayette Urban County Government (the "Grantee") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into an assistance agreement (the "Agreement") with the Authority.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Lexington-Fayette Urban County Government as follows:

SECTION 1- The Grantee hereby accepts the grant award and approves the Assistance Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 2- That the Mayor, on behalf of the Urban County Government, is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award, and to engage a qualified Project Administrator.

SECTION 3- That the Grantee hereby agrees and commits to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout, and 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 the Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or account appropriation within the grant budget previously established for this grant.

SECTION 4- That this resolution shall take effect at the earliest time provided by law

ADOPTED on April 25, 2024.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton
Authorized Signatory

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0346-24:BGS:4854-3442-9106, v. 1

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on April 25, ,2024; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on April 25, ,202_4.

Secretary/Clerk

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0347-24

File ID:	0347-24	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**	099-2024	**In Control:**	Urban County Council
				File Created:	03/25/2024
File Name:	Request Council authorization to execute a Final Assistance Agreement to accept an award of federal funding from the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds) in the amount of $9,497,206 for the above referenced Consent Decree			**Final Action:**	04/25/2024

Title: A Resolution of the Lexington-Fayette Urban County Government accepting the Grant of $9,497,206 in Federal funds from the Ky. Cleaner Water Round 2 Grant (ARPA) for the Armstrong Mill PS Replacement (Delong Rd. PS/FM) EH-16 Project, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, approving the Grant Assistance Agreement, authorizing the amendment of the Lexington-Fayette Urban County Government's Annual Budget, and authorizing a representative to sign all related documents. [Div. of Water Quality, Martin]

Notes: In office and taken down to the MO for signature 5/2/2024. MS

Signed and CILOO in the CCO. Returned to Celia Moore 5/2/2024. MS

Sponsors:		**Enactment Date:**	04/25/2024
Attachments:	24- Blue Sheet Memo 22CWS011 Armstrong Mill_Delong PS, Armstrong Mill _ Delong PS blue sheet map, 0347-24 (revised) 4887-6942-4818 v.1.docx, R-183-2024, Contract #099-2024	**Enactment Number:**	R-183-2024
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	04/09/2024	Approved and Referred to Docket	Urban County Council	04/11/2024		Pass
2	Urban County Council	04/11/2024	Received First Reading	Urban County Council	04/25/2024		
2	Urban County Council	04/25/2024	Approved				Pass

Text of Legislative File 0347-24

Title

A Resolution of the Lexington-Fayette Urban County Government accepting the Grant of $9,497,206 in Federal funds from the Ky. Cleaner Water Round 2 Grant (ARPA) for the Armstrong Mill PS Replacement (Delong Rd. PS/FM) EH-16 Project, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, approving the Grant Assistance Agreement, authorizing the amendment of the Lexington-Fayette Urban County Government's Annual Budget, and authorizing a representative to sign all related documents. [Div. of Water Quality, Martin]

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: **MARCH 21, 2024**

SUBJECT: **Acceptance of Award from Kentucky Cleaner Water Round 2 Grant from American Rescue Funds for the Armstrong Mill PS Replacement (Delong Road PS/FM) EH-16 Project**

Request: Council authorization to execute a Final Assistance Agreement to accept an award of federal funding from the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds) in the amount of $9,497,206 for the above referenced Consent Decree project. No matching funds are required.

Purpose of Request: Resolutions 020-2023 and 073-2023 approved acceptance of the above referenced grant. In March 2024, KIA notified LFUCG the prior resolutions did not meet the required form and format for executing the Grant Assistance Agreement. Approval of a new Resolution corrects that misunderstanding.

What is the cost in this budget year and future budget years? $9,497,206 is the grant amount allocated to this project. No match is required. Funds for future budget years are dependent upon availability of grant funds.

Are the funds budgeted? Yes, grant funds are budgeted.

3230 303408 3466 92811 2023 LFUCG ARMSTRG_PS_2023 FED_GRANT

File Number: 0347-24

Director/Commissioner: Martin/Albright


Armstrong Mill Rd.
Delong Rd.

RESOLUTION NO. _____ - 2024

A RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ACCEPTING THE GRANT OF $9,497,206.00 IN FEDERAL FUNDS FROM THE KENTUCKY CLEANER WATER ROUND 2 GRANT (ARPA) FOR THE ARMSTRONG MILL PS REPLACEMENT (DELONG ROAD PS/FM) EH-16 PROJECT, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, APPROVING THE GRANT ASSISTANCE AGREEMENT, AUTHORIZING THE AMENDMENT OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS.

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the Lexington-Fayette Urban County Government (the "Grantee") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into an assistance agreement (the "Agreement") with the Authority.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Lexington-Fayette Urban County Government as follows:

SECTION 1- The Grantee hereby accepts the grant award and approves the Assistance Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 2- That the Mayor, on behalf of the Urban County Government, is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award, and to engage a qualified Project Administrator.

SECTION 3- That the Grantee hereby agrees and commits to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout, and 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 the Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or account appropriation within the grant budget previously established for this grant.

SECTION 4- That this resolution shall take effect at the earliest time provided by law.

ADOPTED on _____202___.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

_____
Authorized Signatory

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0347-24:bgs:4887-6942-4818, v. 1

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on _____ ,202_; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on _____ ,202_.

_____
Secretary/Clerk

4887-6942-4818, v. 1

RESOLUTION NO. 183 - 2024

A RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ACCEPTING THE GRANT OF $9,497,206.00 IN FEDERAL FUNDS FROM THE KENTUCKY CLEANER WATER ROUND 2 GRANT (ARPA) FOR THE ARMSTRONG MILL PS REPLACEMENT (DELONG ROAD PS/FM) EH-16 PROJECT, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, APPROVING THE GRANT ASSISTANCE AGREEMENT, AUTHORIZING THE AMENDMENT OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS.

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the Lexington-Fayette Urban County Government (the "Grantee") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into an assistance agreement (the "Agreement") with the Authority.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Lexington-Fayette Urban County Government as follows:

SECTION 1- The Grantee hereby accepts the grant award and approves the Assistance Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 2- That the Mayor, on behalf of the Urban County Government, is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award, and to engage a qualified Project Administrator.

SECTION 3- That the Grantee hereby agrees and commits to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout, and 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 the Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or account appropriation within the grant budget previously established for this grant.

SECTION 4- That this resolution shall take effect at the earliest time provided by law.

ADOPTED on April 25, 2024.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

Linda Gorton

Authorized Signatory

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0347-24:bgs:4887-6942-4818, v. 1

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on April 25, ,2024; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on April 25 ,2024.

Secretary/Clerk

GRANT ASSISTANCE AGREEMENT

This Grant Assistance Agreement (the "Agreement") is made and entered into by and between the Kentucky Infrastructure Authority (the "Authority"), a body corporate and politic, constituting a public corporation and governmental agency and instrumentality of the Commonwealth of Kentucky, and the Lexington-Fayette Urban County Government (the "Grantee"), acting herein through its Authorized Official, each a party to this Agreement, which shall be effective upon the date of signing by the Executive Director of the Authority,

W I T N E S S E T H:

WHEREAS, the General Assembly of the Commonwealth of Kentucky, being the duly and legally constituted legislature of Kentucky at its 1988 Regular Session, enacted House Bill 217 amending Chapter 224A of the Kentucky Revised Statutes (the "Act"), creating the "Kentucky Infrastructure Authority" to serve the public purposes identified in the Act; and

WHEREAS, the Authority, attached to the Governor's Office, is charged pursuant to Section 224A.300 of the Act with coordinating the funding and implementation of infrastructure projects and to this end maintains the Water Resource Information System (the "WRIS") a comprehensive database of community water and wastewater projects across Kentucky; and

WHEREAS, House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly approved a $250,000,000 allocation in Federal Funds for Fiscal Year 2023 from the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund to the Authority for the Drinking Water and Wastewater Grant Program, known as the Kentucky Cleaner Water Program (the "CWP"), a portion of which funds are the subject of this Agreement; and

WHEREAS, the Grantee now seeks to acquire and construct a project as described in the Grantee's Project Profile in the WRIS (the "Project") and the Authority has determined that the Project meets the guidelines of the Cleaner Water Program and the directives of the General Assembly; and

WHEREAS, the Grantee and the Authority desire to enter into this Agreement which sets forth their respective duties, rights, covenants, and obligations with respect to the acquisition and construction of the Project and the application of the proceeds of a grant from the Cleaner Water Program as administered by the Authority.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the grant hereby effected, and for other good and valuable consideration, the receipt, mutuality and sufficiency of which is hereby acknowledged by the parties hereto, the Authority and the Grantee each agree as follows:

SECTION 1 – DEFINITIONS

All terms utilized herein shall have the same definitions and meaning as ascribed to them in the Act, which Act is hereby incorporated in this Agreement by reference, the same as if set forth herein verbatim; provided, however, that those definitions utilized in the Act having general application are hereby modified in certain instances to apply specifically to the Grantee and its Project.

Act shall mean Chapter 224A of the Kentucky Revised Statutes, as amended (the "KRS").

Agreement shall mean this Grant Assistance Agreement made and entered into by and between the Grantee and the Authority, as authorized by the Act, providing for a Grant to be made to the Grantee or its approved agent, subject to approval by the Authority.

Area Water Management Council shall mean the entity designated as the regional planning body for the respective counties within an Area Development District in Kentucky, which shall prepare and maintain an **Area Water Management Plan**, listing and prioritizing Project Profiles for water and wastewater projects within that region.

Engineer(s) shall mean the professional engineer or firm of professional engineers properly procured in accord with KRS Chapter 45A and 2 CFR 200.317 through 2 CFR 200.327 (where applicable), as amended, by the Grantee in connection with the Project, as identified in the WRIS Cleaner Water Program Database.

Exhibit shall refer to a specific document, or to the completion of a process or procedure to be accomplished as a prerequisite to release of funds to the Grantee by the Authority.

Grant shall mean that portion of the Kentucky CWP funds made available to the Commonwealth by the American Recovery Program Act and allocated by the Kentucky General Assembly in its 2022 Regular Session, which shall be incrementally transferred under this Agreement from the Commonwealth to the Grantee through Grant Number 22CWS008 in the principal amount of $3,725,000 for the purpose of defraying the costs incidental to the Project.

Grantee shall mean any unit of local government, or its designated agent, as approved by the Authority, or any special purpose governmental entity within the Commonwealth eligible for funds under the CWP in accordance with the Act, now having been or hereafter being granted the funds for the Project; and for the purposes of this Agreement shall mean the Grantee identified on the front page of this Agreement.

Project shall mean, when used generally, a water, wastewater or other infrastructure project authorized pursuant to the Act, and when used in specific reference to the Grantee's Project funded by the Authority through the CWP, it shall refer to that

project as described in the Grantee's Project Profile in the WRIS, which has an 8 digit number following the designation WX or SX.

Project Administrator shall mean that individual designated in the Project Profile by that title, who has the capacity and responsibility of supervising the Project and coordinating the preparation of all related documentation on behalf of the Grantee with respect to the Project.

Project Budget shall mean a list of Project expenses and funding sources, in the form set forth in the current Project Profile as set forth in the WRIS.

Project Profile shall mean those specific details of the Project, presented by the Grantee to the respective Area Water Management Council for review and incorporation into the Area Water Management Plan and the WRIS.

System shall mean the utility system owned and operated by the Grantee or the agent of the Grantee, as approved by the Authority, to which the Project shall become a part, and any revenues generated by the Project, which are used to operate and maintain the utility system in the typical manner of a local public utility in Kentucky.

SECTION 2 - OBLIGATIONS OF THE AUTHORITY

The Authority covenants and agrees, conditioned upon the timely performance by the Grantee of its respective obligations, to undertake the following obligations:

A. The Authority shall review and approve Project related documentation provided by the Grantee. Once the Project is under construction, the Authority shall review requests for payment submitted for payment of costs of the Project. Any deficiencies found in said requests will be reported immediately to the Grantee. If there are no deficiencies in said requests or deficiencies have been resolved satisfactorily by the Grantee, the Authority will approve the requests and disburse grant funds to the Grantee in an amount not to exceed, cumulatively, the approved grant amount for the Project.

B. The Authority will communicate and cooperate with the Grantee to best assist the Grantee in meeting its obligations set out in this Agreement.

SECTION 3 - OBLIGATIONS OF THE GRANTEE

The Grantee covenants and agrees to undertake the following obligations:

A. The Grantee shall complete and submit executed copies of all required Exhibits to the Authority, in accordance with the Conditional Commitment Letter instructions.

B. The Grantee may consider utilizing the option for partial funding set out in Section 6, below. Over the course of the acquisition and construction of the Project, the Grantee shall provide such status reports as may be requested by the Authority, and once the Project is under construction submit periodic requests for payment to the Authority accompanied by copies of invoices for costs incurred in accordance with the Authority's standard draw-down request format.

C. The Grantee shall perform and/or cause to be performed all necessary acts consistent with all federal and state labor and procurement laws in connection with the planning, design, acquisition and construction of the Project, including: the proper procurement of land, easements and rights of way; professional services, including but not limited to architectural and engineering services; construction contractor(s) services; and the acquisition of necessary equipment and/or materials.

D. The Grantee shall obtain and keep on file all required permits, licenses and approvals from the appropriate federal, state, and/or local governmental agencies prior to starting construction of the Project.

E. The Grantee shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies relating to the planning and construction of the Project.

F. The Grantee shall cooperate fully with the Authority and provide any documentation requested by the Authority in order to facilitate completing the obligations set out in this Agreement.

G. The Grantee will proceed expeditiously to complete the Project in accordance with the approved final engineering plans and specifications or amendments thereto, prepared by the Project Engineer for the Grantee, if required and as approved by the Authority and other state and federal agencies, as appropriate.

H. The Grantee agrees that throughout the reasonable life of the infrastructure facilities developed under the Project it will retain ownership of, operate, and maintain these facilities, and all appurtenances thereto, keeping them in good and sound repair and good operating condition at its own expense so that the completed Project will continue to provide the services for which it was designed. Change of ownership or disposal of the Project facilities during their useful life may occur only with written approval of the Authority.

I. If the Grantee is a local unit of government, city or county, and determines that it is in the best interest of its citizens, it may enter into a memorandum of agreement with a Kentucky corporation to serve as its agent for the implementation and long-term operation and management of the Project, subject to the Agreement. The form and content of such a memorandum of agreement is subject to the prior approval of the Authority.

J. General Compliance with all Duties. The Grantee shall faithfully and punctually perform all duties with reference to the System required by the American Rescue Plan Act of 2021, and by the terms and provisions of the Act, and this Assistance Agreement.

K. Further Covenants under the American Rescue Plan Act of 2021. The Grantee shall comply with all further requirements or conditions which may arise from time to time in order to assure compliance with the American Rescue Plan Act of 2021, including but not limited to the following:

1. Records Retention. The Grantee shall provide to the Authority access to all records related to the Project for review in determining compliance with this Agreement and all applicable laws and regulations, including the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund. The Grantee shall retain all records, including all invoices, relating to the Project for five (5) years after full execution of the Certificate of Completion.

2. Single Audit Requirements. Grantees that expend more than $750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Grantees may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

3. Civil Rights Compliance. The Grantee is required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Department of the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

L. General. The Grantee shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Grantee under the provisions of the American Rescue Plan Act of 2021 and this Assistance Agreement in accordance with the terms of such provisions.

SECTION 4 - MUTUALITY OF OBLIGATIONS

A. The parties agree that the funds granted by the Commonwealth to the Grantee are to be used solely for the purposes of the acquisition and construction of the Project. Further, the parties agree that the obligations imposed upon them are for their respective benefit and the timely fulfillment of the obligations set herein are necessary for the Project.

B. Except as may otherwise be provided herein, the parties to this Agreement shall be solely responsible for any incidental costs incurred in fulfilling their respective obligations under this Agreement and neither party shall have any claim against the other party for reimbursement of incidental costs whether or not a party is in default.

SECTION 5 - TERMS OF AGREEMENT

A. This Agreement shall be valid only after both parties have duly signed and provided the executed document to the other.

B. This Agreement may be terminated by either party at any time for cause and may be terminated by either party without cause upon 30 days written notice to the other party. Termination of this Agreement shall not diminish or in any other manner affect any other remedy that may be available to the parties for any breach of the Agreement that occurs prior to the termination.

C. If, after execution of this Agreement, additional financial assistance is found to be required for the acquisition and construction of the Project and the required additional assistance does or does not become available to the Grantee from any source, the Project may be modified so long as any change in scope and budget is mutually agreed to by the parties to this Agreement, and clearly documented in a revision of the Project Budget within the Project Profile.

SECTION 6 - ADVANCE FUNDING FOR PROJECT PLANNING AND DESIGN

A. The Grantee may request, in writing, that a portion of the grant funds be disbursed prior to Project bidding to pay up to 50% of the budgeted engineering fee for Project planning and design to the Project Engineer to expedite submission of the Project plans and specifications for review by the Kentucky Division of Water. The balance of the budgeted engineering fee for project planning and design may be paid only after approval of the plans by the Kentucky Division of Water.

B. It is specifically understood and agreed by the Grantee in the event that the Project has not been advertised for bids within twenty-four (24) months from the date of

signing of this Agreement, for whatever reason, any funds disbursed for Project planning and design are subject to full and immediate repayment by the Grantee to the Authority.

C. No funds shall be released under this Section until the requirements of Exhibits 1 through 7 of this Agreement have been completed.

SECTION 7. - EVENTS OF DEFAULT AND REMEDIES.

Section 7.1. Events of Default Defined.

The following will be "Events of Default" under this Agreement and the term "Event of Default" or "Default" will mean, whenever it is used in this Agreement, any one or more of the following events:

A. Any unauthorized or improper expenditure of funds by the Grantee, or expenditure of funds by the Grantee other than in accordance with the terms of this Agreement.

B. Failure by the Grantee to observe or perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsection (A) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied will have been given to the Grantee by the Authority unless the Authority agrees in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Grantee within the applicable period and diligently pursued until such failure is corrected.

C. The dissolution or liquidation of the Grantee, or the voluntary initiation by the Grantee of any proceeding under any federal or Kentucky law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Grantee of any such proceeding which remain undismissed for sixty (60) days, or the entry by the Grantee into an agreement of composition with creditors or the failure generally by the Grantee to pay its debts as they become due.

D. A default by the Grantee under the provisions of any agreements relating to its debt obligations.

Section 7.2. Remedies on Default.

Whenever any Event of Default referred to in Section 7.1 has occurred and is continuing, the Authority may, without any further demand or notice, take one or any combination of the following remedial steps:

A. Declare this Agreement void from the beginning without further obligation to the Grantee and may commence appropriate legal action to enforce its rights under this Agreement including action for recovery of funds expended hereunder.

B. Terminate any remaining grant payments to the Grantee.

C. Exercise all the rights and remedies of the Authority set forth in the Act.

D. Take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement.

E. Submit a formal referral to the appropriate federal agency.

Section 7.3. No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Authority is intended to be exclusive, and every such remedy will be cumulative and will be in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power and any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 7.4. Consent to Powers of Authority Under Act.

The Grantee hereby acknowledges to the Authority its understanding of the provisions of the Act, vesting in the Authority certain powers, rights and privileges in respect of the Project upon the occurrence of an Event of Default, and the Grantee hereby covenants and agrees that if the Authority should in the future have recourse to said rights and powers, the Grantee shall take no action of any nature whatsoever calculated to inhibit, nullify, void, delay or render nugatory such actions of the Authority in the due and prompt implementation of this Agreement.

Section 7.5. Waivers.

In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

Section 7.6. Agreement to Pay Attorneys' Fees and Expenses.

In the event that either party hereto defaults under any of the provisions hereof and the non-defaulting party employs attorneys or incurs other expenses for the enforcement of

performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will pay on demand therefor to the non-defaulting party the fees of such attorneys and such other expenses so incurred by the non-defaulting party.

SECTION 8 - MISCELLANEOUS PROVISIONS

A. The Grantee may sign this Agreement electronically via a program subject to the approval by the Authority, or manually on a paper copy that is scanned to the portable document format (.pdf) and emailed to the Authority. Transmittal of all other correspondence or documentation, including the required Exhibits identified in the Attachment shall be scanned and attached as a file to email. The Authority and the Grantee, working through the Project Administrator, shall assist each other in securing and maintaining a complete, current Project document file for reference, records, and audit purposes.

B. The headings set forth in this Agreement are for convenience and the terms contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

C. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successor and assigns, respectively, of the parties. Except for the limited use of a memorandum of agreement (as provided in Section 3 herein), this provision shall not be construed to permit an assignment by any party of any of its rights and duties under this Agreement which assignment shall be prohibited except with the prior written consent of the parties hereto.

D. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and may be modified only by a written instrument duly executed by each of the parties hereto.

E. Timely and accurate performance of all actions by the respective parties are mutually recognized by the parties of this Agreement to be of importance to the citizens of the Commonwealth generally, and particularly to those citizens directly affected by the Project.

F. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

G. The Authority may audit or review all documentation and records of the Grantee relating to this Project pursuant to the provisions of Section 45A.150 of the KRS or any other applicable federal or state law.

H. The Grantee agrees that the Authority, 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 documentation or evidence, which are directly pertinent to this Agreement for the purpose of financial audit or program review.

Furthermore, any books, documents, papers records, or other evidence provided to the Commonwealth, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission, which are directly pertinent to this Agreement, shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of this Agreement. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the services.

I. During the performance of this contract, the Grantee agrees to the following Appendix II to 2 CFR Part 200 contract provisions, as amended:

Equal Employment Opportunity

1. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee 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:

    a. 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.
    b. The Grantee 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.
    c. The Grantee 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.

d. The Grantee 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.
e. The Grantee 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.
f. The Grantee 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.
g. In the event of the Grantee'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.
h. The Grantee 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 Grantee 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.

Contract Work Hours and Safety Standards Act

All contracts that are in excess of $100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

1. Overtime requirements: No contractor or subcontractor contracting for any part of the Agreement 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. The Grantee 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.

Clean Air Act

1. The Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Grantee agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

3. The Grantee agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funding.

Federal Water Pollution Control Act

1. The Grantee agrees to 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.
2. The Grantee agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
3. The Grantee agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

Debarment and Suspension

Contracts shall not be awarded to parties listed on the governmentwide exclusions in the System for Award Management (SAM) listed at www.sam.gov.

Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officials as of the day and year above written.

KENTUCKY INFRASTRUCTURE AUTHORITY

By: _____
Sandy Williams, Executive Director

Date: _____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Authorized Official

Print Name: Linda Gorton

THIS AGREEMENT HAS BEEN EXAMINED BY:

By: _____
LEGAL COUNSEL TO THE KENTUCKY INFRASTRUCTURE AUTHORITY

CWP GRANT CONDITIONS – COMPLIANCE FORMS & EXHIBITS

Note A: Exhibits 1 through 3 must be completed, scanned, and emailed to the Authority on or before the date the Grantee signs the Conditional Commitment Letter. The Conditional Commitment Letter may be signed electronically or manually, then scanned and emailed to the Authority.

Exhibit 1 Notification to the Authority of completed Review / Update of Project Profile

Exhibit 2 Confirmation of Grantee Vendor Number – via KY Finance Cabinet Application

Exhibit 3 Copy of the Transparency Act Reporting Information Form

Note B: Upon receipt of the signed Conditional Commitment Letter and the Authority's verification of Exhibits 1-3, the Authority will forward to the Grantee the Grant Assistance Agreement. The Grantee should proceed to complete Exhibits 4 through 7, scan and send each Exhibit to the Authority by email; and then the Authorized Official may sign the Assistance Agreement, either electronically or by scanning and send attached to email.

Exhibit 4 A) Grantee Resolution (Accepting Grant, Approving Agreement, Amending Budget, Designating an Authorized Official)
B) Certificate of Recording Officer

Exhibit 5 Opinion of Legal Counsel Relating to the Grantee Resolution

Exhibit 6 A) Copy of the Engineering Services Contract; and
B) Grantee & Engineer Fee Confirmation

Note C: The Grantee may request 50% of the engineering design fee (as budgeted in the Project Profile) at this point and may request the balance of the engineering design fee once Exhibit 8 has been sent to the Authority.

Exhibit 7 Copy of the Kentucky eClearinghouse Endorsement Letter with Comments.

Exhibit 8 Copy of the DOW Approval Letter of Project Engineering Plans & Specifications.

Exhibit 9 Copy of the bid package signed by (A) Engineer, (B1) Authorized Official, and (B2) Title Attorney, as appropriate.

Exhibit 10 Certification Regarding Utility Accounting, Cost-Based Rates and Auditing.

Exhibit 11 Certificate of Project Completion.

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on April 25, ,2024; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on April 25, ,2024.

Secretary/Clerk

EXHIBIT 4

RESOLUTION

RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ACCEPTING THE GRANT, APPROVING THE GRANT ASSISTENCE AGREEMENT, AUTHORIZING THE AMENDMENT OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the Lexington-Fayette Urban County Government (the "Grantee") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into an assistance agreement (the "Agreement") with the Authority.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Lexington-Fayette Urban County Government as follows:

SECTION 1. The Grantee hereby accepts the grant award and approves the Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 2. That Linda Gorton is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award, and to engage a qualified Project Administrator.

SECTION 3. That the Grantee hereby agrees and commits to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout.

SECTION 4. That this resolution shall take effect at the earliest time provided by law.

ADOPTED on April 25, 2024.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton

Authorized Signatory

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on _____ _____, 202___; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on _____ _____, 202___.

_____
Secretary/Clerk

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0348-24

File ID:	0348-24	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**		**In Control:**	Urban County Council
				File Created:	03/25/2024
File Name:	Request Council authorization to execute a Final Assistance Agreement to accept an award of federal funding from the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds) in the amount of $1,345,000 for the above referenced Consent Decree			**Final Action:**	04/11/2024

Title: A Resolution of the Lexington-Fayette Urban County Government accepting the Grant of $1,345,000 in Federal funds from the Ky. Cleaner Water Round 2 Grant (ARPA) for the West Hickman Creek/Veterans Park Water Quality Improvement Project, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, approving the Grant Assistance Agreement, authorizing the amendment of the Lexington-Fayette Urban County Government's Annual Budget, and authorizing a representative to sign all related documents. [Div. of Water Quality, Martin]

Notes:

Sponsors:		**Enactment Date:**	04/11/2024
Attachments:	24 - Blue Sheet Memo 22CWS009 Veterans Park, 0348-24 (revised) 4859-4017-0418 v.1.docx, R-156-2024	**Enactment Number:**	R-156-2024
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	04/09/2024	Approved and Referred to Docket	Urban County Council	04/11/2024		Pass
2	Urban County Council	04/11/2024	Received First Reading	Urban County Council	04/11/2024		
2	Urban County Council	04/11/2024	Suspended Rules for Second Reading				Pass
2	Urban County Council	04/11/2024	Approved				Pass

Text of Legislative File 0348-24

Title

A Resolution of the Lexington-Fayette Urban County Government accepting the Grant of $1,345,000 in Federal funds from the Ky. Cleaner Water Round 2 Grant (ARPA) for the West Hickman Creek/Veterans Park Water Quality Improvement Project, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, approving the Grant Assistance Agreement, authorizing the amendment of the Lexington-Fayette Urban County Government's Annual Budget, and authorizing a representative to sign all related documents. [Div. of Water Quality, Martin]

Summary

Authorization to execute a Final Assistance Agreement to accept an award of federal funding from the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds) in the amount of $1,345,000 for the West Hickman Creek/Veterans Park WQ Improvement Project, a Consent Decree project. No matching funds are required. (L0348-24) (Martin/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Brittany Smith, 1/4/2023

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3230-303204-3334-92211

This Fiscal Year Impact: $1,345,000

Annual Impact: $0

Project: VETERAN_PK_2023

Activity: FED_GRANT

Budget Reference: 2023

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: **MARCH 21, 2024**

SUBJECT: **Acceptance of Award from Kentucky Cleaner Water Round 2 Grant from American Rescue Funds for the West Hickman Creek/Veterans Park WQ Improvement Project**

Request: Council authorization to execute a Final Assistance Agreement to accept an award of federal funding from the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds) in the amount of $1,345,000 for the above referenced Consent Decree project. No matching funds are required.

Purpose of Request: Resolution 019-2023 approved acceptance of the above referenced grant. In March 2024, KIA notified LFUCG the prior resolution did not meet the required form and format for executing the Grant Assistance Agreement. Approval of a new Resolution corrects that misunderstanding.

What is the cost in this budget year and future budget years? $1,345,000 is the grant amount allocated to this project. No match is required. Funds for future budget years are dependent upon availability of grant funds.

Are the funds budgeted? Yes**,** grant funds are budgeted.

3230-303204-3334-92211_KIA Grant 22CWS009_2023

File Number: 0348-24

Director/Commissioner: Martin/Albright

RESOLUTION NO. _____ - 2024

A RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ACCEPTING THE GRANT OF $1,345,000.00 IN FEDERAL FUNDS FROM THE KENTUCKY CLEANER WATER ROUND 2 GRANT (ARPA) FOR THE WEST HICKMAN CREEK/VETERANS PARK WATER QUALITY IMPROVEMENT PROJECT, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, APPROVING THE GRANT ASSISTANCE AGREEMENT, AUTHORIZING THE AMENDMENT OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS.

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the Lexington-Fayette Urban County Government (the "Grantee") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into an assistance agreement (the "Agreement") with the Authority.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Lexington-Fayette Urban County Government as follows:

SECTION 1- The Grantee hereby accepts the grant award and approves the Assistance Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 2- That the Mayor, on behalf of the Urban County Government, is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award, and to engage a qualified Project Administrator.

SECTION 3- That the Grantee hereby agrees and commits to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout, and

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 the Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or account appropriation within the grant budget previously established for this grant.

SECTION 4- That this resolution shall take effect at the earliest time provided by law.

ADOPTED on _____202___.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

_____
Authorized Signatory

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0348-24:BGS:4859-4017-0418, v. 1

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on _____ ,202_; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on _____ ,202_.

_____
Secretary/Clerk

4859-4017-0418, v. 1

RESOLUTION NO. 156 - 2024

A RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ACCEPTING THE GRANT OF $1,345,000.00 IN FEDERAL FUNDS FROM THE KENTUCKY CLEANER WATER ROUND 2 GRANT (ARPA) FOR THE WEST HICKMAN CREEK/VETERANS PARK WATER QUALITY IMPROVEMENT PROJECT, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, APPROVING THE GRANT ASSISTANCE AGREEMENT, AUTHORIZING THE AMENDMENT OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS.

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the Lexington-Fayette Urban County Government (the "Grantee") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into an assistance agreement (the "Agreement") with the Authority.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Lexington-Fayette Urban County Government as follows:

SECTION 1- The Grantee hereby accepts the grant award and approves the Assistance Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 2- That the Mayor, on behalf of the Urban County Government, is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award, and to engage a qualified Project Administrator.

SECTION 3- That the Grantee hereby agrees and commits to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout, and

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 the Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or account appropriation within the grant budget previously established for this grant.

SECTION 4- That this resolution shall take effect at the earliest time provided by law.

ADOPTED on April 11, 2024.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton

Authorized Signatory

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0348-24:BGS:4859-4017-0418, v. 1

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on April 11, 2024; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on April 12th, 2024.

Mackenzie Stock
Secretary/Clerk
Deputy

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0349-24

File ID:	0349-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	03/25/2024
File Name:	Waste Transfer Station Change Order #1 with Brown Contractors			**Final Action:**	04/25/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Agreement with Brown General Contractors LLC, for the Waste Transfer Station Repairs Project, increasing the Contract price by the sum of $121,530, from $399,970 to $521,500. [Dept. of Environmental Quality and Public Works, Albright]

Notes:

Sponsors:		**Enactment Date:**	04/25/2024
Attachments:	Memo Brown Change Order, Change Order Brown Contracting, R-184-2024	**Enactment Number:**	R-184-2024
Deed #:		**Hearing Date:**	
Drafter:	Sandra Burke	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/09/2024	Approved and Referred to Docket	Urban County Council	04/11/2024		Pass
1	Urban County Council	04/11/2024	Received First Reading	Urban County Council	04/25/2024		
1	Urban County Council	04/25/2024	Approved				Pass

Text of Legislative File 0349-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Agreement with Brown General Contractors LLC, for the Waste Transfer Station Repairs Project, increasing the Contract price by the sum of $121,530, from $399,970 to $521,500. [Dept. of Environmental Quality and Public Works, Albright]

Summary

Authorization to approve Change Order #1 with Brown General Contractors, LLC in the amount of $121,530.00 for additional repairs to the floor of the Waste Transfer Station and protective bollards at vehicular access points of the building, increasing the total Contract cost to $521,500.00. Funds are Budgeted. (L0349-24) (Albright)

Budgetary Implications: Yes, Advance Document Review:

Law: Yes, Completed by Michael Cravens, March 25, 2024

Fully Budgeted: Yes

Account Number: 4121-303102-3061-90511 $27,000.00
4121-303102-3061-71299 $94,530.00

This Fiscal Year Impact: $121,530.00

Current Balance: 4121-303102-3061-90511 $27,000.00
4121-303102-3061-71299 $207,270.58

MAYOR LINDA GORTON

LEXINGTON

NANCY ALBRIGHT
COMMISSIONER
ENVIRONMENTAL QUALITY & PUBLIC WORKS

TO: Mayor Linda Gorton
Urban County Council

FROM: Nancy B. Albright
Nancy B. Albright, P.E.
Commissioner, Environmental Quality
& Public Works

DATE: March 25, 2024

RE: Change order No. 1 with Brown General Contractors, LLC. for Waste Transfer Station Repairs, Original resolution No. 149-2023.

Request

The Department of Environmental Quality & Public Works requests approval of Change Order No. 1 with Brown General Contractors, LLC., in the amount of $121,530.00, for additional repairs to the Waste Transfer Station, original Resolution No. 149-2023.

Why are you requesting?

The contract drawings included resurfacing the existing concrete floor with a concrete overlay with an average thickness of 4.5 inches. During construction a large area of the floor was found to have deteriorated past the point of repair and had to be completely removed and replaced. This full-depth concrete replacement had an average depth of 12 inches and has resulted in additional expenses of $94,530.00. Additionally, EQPW wants to install protective bollards at the vehicular access points of the building structure at a cost of $27,000.00. This facility is a vital transfer point for City collection and private refuge drop off. By repairing the failures in the existing flooring and by protecting structure openings with bollards, the useful life of the transfer station will be further extended.

What is the estimated cost in this budget year and future budget years? $121,530.00.

Are the funds budgeted? Yes

Account Number: 4121-303102-3061-90511 for $27,000.00
4121-303102-3061-71299 for $94,530.00

File Number: 0349-24

Commissioner: Albright

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER Page 1 of 2		Date:	March 22, 2024	
		Project:	Waste Transfer Station Repairs	
		Location:	1505 Old Frankfort Pike	
To (Contractor): Brown General Contractors, LLC. 255 Coleman Lane Georgetown, KY 40324		Contract No.	LF00197189	
		Original Contract Amt.	$399,970.00	
		Cumulative Amount of Previous Change Orders		
		Percent Change - Previous Change Orders		0.00%
		Total Contract Amount Prior to this Change Order	$399,970.00	
		Change Order No.	1	
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	Full depth replacement of a portion of the interior concrete floor that could not be repaired with the designed surface overlay.		$94,530.00	
2	Installation of protective steel bollards at the vehicular entrance points to the building structure.		$27,000.00	
	Total decrease	$0.00		
	Total increase		$121,530.00	
	Net Amount of this Change Order	$121,530.00		
	New Contract Amount Including this Change Order	$521,500.00		
	Percent Change - This Change Order			30.38%
	Percent Change - All Change Orders			30.38%
The time provided for the completion in the contract and all provisions of the contract will apply hereto.				
Recommended by _____ (Proj. Manager) Date _____				
Accepted by Ryan Brown (Contractor) Date 3/25/24				
Approved by Nancy Albright (Commissioner) Date 3/25/24				
Approved by N/A (Mayor or CAO) Date _____				

JUSTIFICATION FOR CHANGE	PROJECT: Waste Transfer Station Repairs
	CONTRACT NO. LF00197189
	CHANGE ORDER: 1

1. Necessity for change: Item #1 .During construction, a section of existing interior concrete floor was encountered that could not be repaired with the designed surface overlay. Therefore full depth replacement was necessary to achieve structural integrity. Item #2 Bollards needed to protect the vehicular access points of the building structure.
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? _ X Yes ___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: Completion expected 30 days after notice to proceed with CO#1 is given to the contractor.

_____ _____

Commissioner Date

RESOLUTION NO. 184 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE AGREEMENT WITH BROWN GENERAL CONTRACTORS LLC, FOR THE WASTE TRANSFER STATION REPAIRS PROJECT, INCREASING THE CONTRACT PRICE BY THE SUM OF $121,530.00, FROM $399,970.00 TO $521,500.00.

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 Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Agreement with Brown General Contractors LLC, for the Waste Transfer Station Repairs Project, increasing the contract price by the sum of $121,530.00, from $399,970.00 to $521,500.00.

Section 2 – That an amount, not to exceed the sum of $121,530.00, be and hereby is approved for payment to Brown General Contractors LLC, from the following accounts in the following amounts: # 4121 – 303102 – 90511 ($27,000) and # 4121 – 303102 – 71299 ($94,530.00), 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

0349-24:MSC:4879-2896-0946, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0350-24

File ID:	0350-24	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**		**In Control:**	Urban County Council
				File Created:	03/25/2024
File Name:	Request Council authorization to approve MED-ENG, LLC. as a sole source provider to purchase Police bomb suits for Lexington Police Hazardous Devices Unit at a cost not to exceed $134,624.			**Final Action:**	04/11/2024

Title: A Resolution establishing MED-ENG, LLC, as a sole source provider of Police bomb suits, for the Div. of Police, at a cost not to exceed $134,624 in FY 2024, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreements with MED-ENG, LLC related to the procurement. [Div. of Police, Weathers]

Notes:

Sponsors:		**Enactment Date:**	04/11/2024
Attachments:	24-Blue Sheet LPD Med-Eng LLC, R-157-2024	**Enactment Number:**	R-157-2024
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	04/09/2024	Approved and Referred to Docket	Urban County Council	04/11/2024		Pass
2	Urban County Council	04/11/2024	Received First Reading	Urban County Council	04/11/2024		
2	Urban County Council	04/11/2024	Suspended Rules for Second Reading				Pass
2	Urban County Council	04/11/2024	Approved				Pass

Text of Legislative File 0350-24

Title

A Resolution establishing MED-ENG, LLC, as a sole source provider of Police bomb suits, for the Div. of Police, at a cost not to exceed $134,624 in FY 2024, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreements with MED-ENG, LLC related to the procurement. [Div. of Police, Weathers]

Summary

Authorization to approve MED-ENG, LLC. as a sole source provider to purchase Police bomb suits for the Lexington Police Hazardous Devices Unit at a cost not to exceed $134,624. Funds are Budgeted. (L0350-24) (Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3200-505505-5547-96708 $51,105.00
1105-505501-5511-96461 $80,000.00
1101-505505-5547-75602 $3,519.00

This Fiscal Year Impact: $134,624

Annual Impact: $0

Project: STHO_BOMB_2024

Activity: FED_GRANT

Budget Reference: 2024

Current Balance: 3200-505505-5547-96708 $51,105.00
1105-505501-5511-96461 $80,000.02
1101-505505-5547-75602 $8,209.50

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: **MARCH 21, 2024**

SUBJECT: **Approval of MED-ENG, LLC. as a Sole Source Provider Contract for Division of Police**

Request: Council authorization to approve MED-ENG, LLC. as a sole source provider to purchase Police bomb suits for Lexington Police Hazardous Devices Unit at a cost not to exceed $134,624.

Purpose of the Request: The Division of Police is requesting to establish MED-ENG, LLC. as a sole source provider which manufactures Police bomb suits for MED-ENG, LLC. is the only vendor that is available to purchase NIJ rated bomb suits. A total of four bomb suits will be purchased directly from the manufacturer along with accessories and include shipping cost for a total cost of $134,624.

What is the cost in this budget year and future budget years? $134,624 is cost in FY2024. No future cost are anticipated.

Are the funds budgeted? Yes funds are budgeted.

- 3200-505505-5547-96708, STHO_BOMB_2024, FED_GRANT ($51,105)
- 1105-505501-5511-96461 ($80,000)
- 1101-505505-5547-75602 ($3,519)

File Number: 0350-24

Director/Commissioner: Weathers/Armstrong

RESOLUTION NO. 157 - 2024

A RESOLUTION ESTABLISHING MED-ENG, LLC, AS A SOLE SOURCE PROVIDER OF POLICE BOMB SUITS, FOR THE DIVISION OF POLICE, AT A COST NOT TO EXCEED $134,624.00 IN FY 2024, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENTS WITH MED-ENG, LLC RELATED TO THE PROCUREMENT.

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

Section 1 – That MED-ENG, LLC be and hereby is established as a sole source provider of police bomb suits, for the Division of Police, and authorizing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute any necessary agreements with MED-ENG, LLC related to the procurement.

Section 2 – That an amount, estimated not to exceed the sum of $134,624.00 in FY 2024, be and hereby is approved for payment to MED-ENG, LLC, from account # 3200-505505-96708 ($51,105.00), account # 1105-505501-96461 ($80,000.00) and account # 1101-505505-75602 ($3,519.00), with funding for future years contingent upon the appropriation of sufficient funds.

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

PASSED URBAN COUNTY COUNCIL: April 11, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0350-24:ANB:4883-2410-4370, v. 1

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0351-24

File ID:	0351-24	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**		**In Control:**	Urban County Council
				File Created:	03/25/2024
File Name:	Request Council authorization to accept funds, on behalf of the Greenspace Trust, in the amount of $1,000 from the LG&E/KU Plant for the Planet Grant for the Division of Environmental Services, Environmental Quality and Public Works. No match is required			**Final Action:**	04/25/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept a $1,000 Grant on behalf of Greenspace Trust from the LG&E/KU Plant for the Planet Grant, for the Div. of Environmental Services, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Environmental Services, Carey]

Notes:

Sponsors:		**Enactment Date:**	04/25/2024
Attachments:	24- Blue Sheet Memo - LGE KU Grant to Greenspace Trust, R-185-2024	**Enactment Number:**	R-185-2024
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	04/09/2024	Approved and Referred to Docket	Urban County Council	04/11/2024		Pass
2	Urban County Council	04/11/2024	Received First Reading	Urban County Council	04/25/2024		
2	Urban County Council	04/25/2024	Approved				Pass

Text of Legislative File 0351-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept a $1,000 Grant on behalf of Greenspace Trust from the LG&E/KU

Plant for the Planet Grant, for the Div. of Environmental Services, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Environmental Services, Carey]

Summary

Authorization to accept funds, on behalf of the Greenspace Trust, in the amount of $1,000 from the LG&E/KU Plant for the Planet Grant activities associated with the Coldstream Regional Park Conservation Easement for the Division of Environmental Services. No match is required. (L0351-24) (CareyAlbright)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.

Account Number: 3300-313201-3261-75101

This Fiscal Year Impact: $1,000

Annual Impact: $0

Project: GST_CLDSTM_2024

Activity: OTH_GRANT

Budget Reference: 2024

Current Balance: BA 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: **MARCH 25, 2024**

SUBJECT: **LG&E/KU PLANT FOR THE PLANET GRANT**

Request: Council authorization to accept funds, on behalf of the Greenspace Trust, in the amount of $1,000 from the LG&E/KU Plant for the Planet Grant for the Division of Environmental Services, Environmental Quality and Public Works. No match is required.

Purpose of Request: The Greenspace Trust applied for and received a $1,000 grant from the LG&E/KU Plant for the Planet Grant Program for activities associated with the Coldstream Regional Park Conservation Easement. This money will be used for tree planting; volunteer activities; and Right Tree, Right Place educational programming at Coldstream Regional Park in 2024.

What is the cost in this budget year and future budget years? $1,000 is cost in FY2024. No additional costs are anticipated.

Are the funds budgeted? Budget amendment is in process.

File Number: 0351-24

Director/Commissioner: Carey/Albright

RESOLUTION NO. 185 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT A $1,000.00 GRANT ON BEHALF OF GREENSPACE TRUST FROM THE LG&E/KU PLANT FOR THE PLANET GRANT, FOR THE DIVISION OF ENVIRONMENTAL SERVICES, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 – That the Mayor, on behalf of the Urban County Government, be and hereby is authorized and directed to accept a $1,000.00 grant on behalf of Greenspace Trust from the LG&E/KU Plant for the Planet Grant, for the Division of Environmental Services, the acceptance of which does not obligate the Urban County Government to the expenditure of funds.

Section 2 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

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

0351-24:ANB:4885-7078-0594, v. 1

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0352-24

File ID: 0352-24 **Type:** Resolution **Status:** Approved

Version: 2 **Contract #:** **In Control:** Urban County Council

File Created: 03/25/2024

File Name: Request Council authorization to submit an application to Kentucky Office of Homeland Security requesting federal funds in the amount of $101,040 for FY2024 from the Law Enforcement Protection Program to purchase patrol rifle kits for all sworn officers.

Final Action: 04/25/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application seeking $101,040 in Federal funds to the Ky. Office of Homeland Security, under the Law Enforcement Protection Program, for the Div. of Police, to purchase patrol rifle kits for all sworn officers, authorizing the Mayor to provide any additional information requested in connection with this Grant Application, authorizing the Mayor to accept this award, if offered, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and further authorizing the Mayor to transfer unencumbered Grant funds within the Grant Budget. [Div. of Police, Weathers]

Notes: signed and filed in the council clerk's office. original given back to Katrina James and Celia Moore via pick up 5/13 AA

Sponsors:

Enactment Date: 04/25/2024

Attachments: 24-Blue Sheet Memo - LE Protection Program, R-186-2024

Enactment Number: R-186-2024

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	04/09/2024	Approved and Referred to Docket	Urban County Council	04/11/2024		Pass
2	Urban County Council	04/11/2024	Received First Reading	Urban County Council	04/25/2024		
2	Urban County Council	04/25/2024	Approved				Pass

Text of Legislative File 0352-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application seeking $101,040 in Federal funds to the Ky. Office of Homeland Security, under the Law Enforcement Protection Program, for the Div. of Police, to purchase patrol rifle kits for all sworn officers, authorizing the Mayor to provide any additional information requested in connection with this Grant Application, authorizing the Mayor to accept this award, if offered, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and further authorizing the Mayor to transfer unencumbered Grant funds within the Grant Budget. [Div. of Police, Weathers]

Summary

Authorization to submit an application to Kentucky Office of Homeland Security requesting Federal funds in the amount of $101,040 for FY2025 from the Law Enforcement Protection Program to purchase patrol rifle kits for all sworn officers. No matching funds are required. (L0352-24) (Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: Budget amendment will be completed if awarded funds.

Account Number:

This Fiscal Year Impact: $101,040

Annual Impact: $0

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: **MARCH 22, 2024**

SUBJECT: **Kentucky Office of Homeland Security – FY25 Grant Application from the Law Enforcement Protection Program**

Request: Council authorization to submit an application to Kentucky Office of Homeland Security requesting federal funds in the amount of $101,040 for FY2025 from the Law Enforcement Protection Program to purchase patrol rifle kits for all sworn officers. No matching funds are required.

Purpose of Request: The Kentucky Office of Homeland Security is accepting applications for federal funding from the Law Enforcement Protection Program. This federally funded program, originating from the U.S. Department of Homeland Security, provides financial assistance to the states to prevent, respond to, and recover from acts of terrorism. The states have the responsibility for apportioning funding to local governments.

The Lexington Police Department wishes to apply for grant funds from the Law Enforcement Protection Program to purchase sixty (60) patrol rifle kits for all sworn officers. The desire to purchase and outfit more officers with patrol rifles is part of an ongoing effort to increase the operational readiness of the department as a whole for an active shooter or similar critical incident.

What is the cost in this budget year and future budget years? $101,040 in federal funds is requested for Fiscal Year 2025. No matching funds are required. Future years funding is dependent upon availability of grant funding.

Are the funds budgeted? Budget amendment will be completed if awarded funds.

File Number: 0352-24

Director/Commissioner: Weathers/Armstrong

RESOLUTION NO. 186 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION SEEKING $101,040.00 IN FEDERAL FUNDS TO THE KENTUCKY OFFICE OF HOMELAND SECURITY, UNDER THE LAW ENFORCEMENT PROTECTION PROGRAM, FOR THE DIVISION OF POLICE, TO PURCHASE PATROL RIFLE KITS FOR ALL SWORN OFFICERS, AUTHORIZING THE MAYOR TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AUTHORIZING THE MAYOR TO ACCEPT THIS AWARD, IF OFFERED, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND FURTHER AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED GRANT 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 a Grant application seeking $101,040.00 in federal funds to the Kentucky Office of Homeland Security under the Law Enforcement Protection Program, for the Division of Police, to purchase patrol rifle kits for all sworn officers, and authorizing the Mayor to provide any additional information requested in connection with this Grant application.

Section 2 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to accept this Grant, if awarded, the acceptance of which does not obligate the Urban County Government to the expenditure of funds.

Section 3 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

Section 4 – 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

0352-24:ANB:4870-2767-0450, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0353-24

File ID:	0353-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	03/26/2024
File Name:	Pride PSA FY24			**Final Action:**	04/25/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement (PSA) with the Lexington Pride Center, in support of LGBTQ+ Youth, at a cost not to exceed the sum of $5,000. [Mayor's Office, Scott]

Notes:

Sponsors:		**Enactment Date:**	04/25/2024
Attachments:	Lexington Pride Center Agreement Memo FY24, RESO 0353-24 - Pride PSA 4880-2019-6276 v.1.docx, R-187-2024	**Enactment Number:**	R-187-2024
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	04/09/2024	Approved and Referred to Docket	Urban County Council	04/11/2024		Pass
1	Urban County Council	04/11/2024	Received First Reading	Urban County Council	04/25/2024		
1	Urban County Council	04/25/2024	Approved				Pass

Text of Legislative File 0353-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement (PSA) with the Lexington Pride Center, in support of LGBTQ+ Youth, at a cost not to exceed the sum of $5,000. [Mayor's Office, Scott]

Summary

Authorization to execute a Purchase of Service Agreement with the Lexington Pride Center in support of LGBTQ+ youth, for an amount of $5,000. Funds are Budgeted. (L0353-24) (Scott)

Budgetary Implications: Yes
Advance Document Review:

Law: Yes, Completed by [Tiffany Holsky, 3/26/2024]

Risk Management: NA

Fully Budgeted: Yes
Account Number: 1101-133001-0001-71299
This Fiscal Year Impact: $5,000
Annual Impact: N/A
Project:
Activity:
Budget Reference:
Current Balance: $122,486.43

MAYOR LINDA GORTON

LEXINGTON

TO: Mayor Linda Gorton
Urban County Council

FROM: Craig Cammack, Dep Dir of Communications & Community Outreach Liaison

CC: Tyler Scott, Chief of Staff

DATE: March 26, 2024

SUBJECT: Purchase of Service Agreement – Lexington Pride Center

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Request

Request Council authorization to execute a Purchase of Service Agreement with the Lexington Pride Center in support of LGBTQ+ youth.

Reason for Request

Lexington Pride Center provides programmatic support for the LGBTQ+ community in Fayette County. This agreement helps the non-profit continue providing meeting space, events and outreach for LGBTQ+ youth.

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

The cost for this FY is: $5,000

The cost for future FY is: $0

Are the funds budgeted?

The funds are budgeted.

Account number: 1101-133001-0001-71299

File Number: L0353-24

Director/Commissioner: Tyler Scott, Chief of Staff

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT (PSA) WITH THE LEXINGTON PRIDE CENTER, IN SUPPORT OF LGBTQ+ YOUTH, AT A COST NOT TO EXCEED THE SUM OF $5,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Purchase of Service Agreement (PSA), which is attached hereto and incorporated herein by reference, with the Lexington Pride Center, in support of LGBTQ+ youth.

Section 2 – That an amount, not to exceed the sum of $5,000.00, be and hereby is approved for payment to the Lexington Pride Center, 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
0353-24:TAH:4880-2019-6276, v. 1

RESOLUTION NO. 187 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT (PSA) WITH THE LEXINGTON PRIDE CENTER, IN SUPPORT OF LGBTQ+ YOUTH, AT A COST NOT TO EXCEED THE SUM OF $5,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Purchase of Service Agreement (PSA), which is attached hereto and incorporated herein by reference, with the Lexington Pride Center, in support of LGBTQ+ youth.

Section 2 – That an amount, not to exceed the sum of $5,000.00, be and hereby is approved for payment to the Lexington Pride Center, 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: April 25, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0353-24:TAH:4880-2019-6276, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0355-24

File ID:	0355-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	03/26/2024
File Name:	Habitat for Humanity ReStore Sole Source Agreement			**Final Action:**	04/11/2024

Title: A Resolution authorizing the Div. of Waste Management to purchase Recycling and Reuse of Latex Paint Material from Lexington Habitat for Humanity, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Lexington Habitat for Humanity, related to the procurement, at a cost not to exceed $14,200. [Div. of Waste Management, Thurman]

Notes:

Sponsors:		**Enactment Date:**	04/11/2024
Attachments:	Bluesheet Memo Habitat ReStore Paint Recycling, R-158-2024	**Enactment Number:**	R-158-2024
Deed #:		**Hearing Date:**	
Drafter:	Mason Coffey	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/09/2024	Approved and Referred to Docket	Urban County Council	04/11/2024		Pass
1	Urban County Council	04/11/2024	Received First Reading	Urban County Council	04/11/2024		
1	Urban County Council	04/11/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	04/11/2024	Approved				Pass

Text of Legislative File 0355-24

Title

A Resolution authorizing the Div. of Waste Management to purchase Recycling and Reuse of Latex Paint Material from Lexington Habitat for Humanity, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Lexington Habitat for Humanity, related to the procurement, at a

cost not to exceed $14,200. [Div. of Waste Management, Thurman]

Summary

Authorization to Enter Into a Sole Source Agreement between Lexington's Division of Waste Management and Lexington Habitat for Humanity for the Recycling and Reuse of Latex Paint Material that allows Lexington residents to drop off unwanted latex paint material, for an estimated annual cost of $59,000. Funds are Budgeted. (L0355-24) (Thurman/Albright)

Budgetary Implications [select]: **Yes**/NO

Advance Document Review:

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

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

Fully Budgeted [select]: **Yes**/No/Partial

Account Number: 1115 303501 0001 71299

This Fiscal Year Impact: $14,200

Annual Impact: $59,000

Project:

Activity:

Budget Reference:

Current Balance: $274,102.33

MAYOR LINDA GORTON

LEXINGTON

TRACEY THURMAN
DIRECTOR
WASTE MANAGEMENT

MEMORANDUM

TO: Mayor Linda Gorton
Urban County Council

FROM: Tracey Thurman, Director
Division of Waste Management

DATE: March 25, 2024

SUBJECT: Request Council Authorization to Enter Into a Sole Source Agreement between Lexington's Division of Waste Management and Lexington Habitat for Humanity for the Recycling and Reuse of Latex Paint Material

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Request: The purpose of this memorandum is to request approval for a sole source agreement with Lexington Habitat for Humanity for the recycling and reuse of latex paint material.

Authorization to: Approve a sole source agreement with Lexington Habitat for Humanity.

Why are you requesting? This program allows Lexington residents to drop off unwanted latex paint material to be recycled and reused at the Lexington Habitat for Humanity ReStore at 451 Southland Drive year-round. The ReStore location mixes the latex paint into new colors that can be reused instead of being sent to the landfill. The ReStore recycles approximately 4,000 gallons of latex paint material each year and will be reimbursed on a monthly basis at the same rate as the current household hazardous waste vendor price contract ($0.23 per pound with the average gallon of latex paint weighing 11 pounds). ReStore will invoice the Division on a monthly basis for latex paint received and processed.

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

The cost for this FY is: $14,200

The cost for future FY is: $59,000

Are the funds budgeted? Yes

The funds are budgeted or a budget amendment is in process: Yes

Account number(s): 1115 303501 0001 71299

Cc: Nancy Albright, Commissioner, Environmental Quality and Public Works

RESOLUTION NO. 158 - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF WASTE MANAGEMENT TO PURCHASE RECYCLING AND REUSE OF LATEX PAINT MATERIAL FROM LEXINGTON HABITAT FOR HUMANITY, A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH LEXINGTON HABITAT FOR HUMANITY, RELATED TO THE PROCUREMENT, AT A COST NOT TO EXCEED $14,200.00.

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

Section 1 – That the Division of Waste Management is authorized to purchase Recycling and Reuse of Latex Paint Material from Lexington Habitat for Humanity, a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Lexington Habitat for Humanity, related to the procurement.

Section 2 – That an amount, estimated not to exceed the sum of $14,200.00 be and hereby is approved for payment to Lexington Habitat for Humanity, from account #1115-303501-71299.

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

PASSED URBAN COUNTY COUNCIL: April 11, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0355-24:MRS:4855-7151-0962, v. 1