

CONTRACT FOR SERVICES

THIS CONTRACT, MADE AND ENTERED INTO THIS ^{40th} DAY OF April, 2014, BY AND BETWEEN THE **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, ON BEHALF OF ITS DIVISION OF ENVIRONMENTAL POLICY (CLIENT) AND THE MATRIX GROUP OF LEXINGTON, KENTUCKY (COUNSEL).

WHEREAS, The Matrix Group submitted the best Proposal in response to Lexington-Fayette Urban County Government RFP 3-2014 for environmental survey services for the LFUCG Division of Environmental Policy; and

WHEREAS, this Contract describes the scope of services to be provided by The Matrix Group and the compensation for said services;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, pursuant to grant requirements, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

a. The Matrix Group will serve as Environmental Survey COUNSEL to CLIENT and its constituents throughout Fayette County.

b. Specific activities may include but not be limited to public survey services as described in Lexington-Fayette Urban County Government RFP 3-2014 and The Matrix Group Proposal in response to said RFP, which are incorporated herein by reference as if fully set forth herein. All activities undertaken on behalf of CLIENT will be performed only at the specific and stated direction of the CLIENT.

2. COMPENSATION.

For the services described, The Matrix Group shall be compensated at a price not to exceed \$35,845, for the contract period, which starts April 15, 2014 and extends through July 31, 2014. A summary of billing activity will be delivered to CLIENT on a monthly basis.

3. TERMS OF AGREEMENT.

The contract can be terminated with 60 days written notice by either party (CLIENT or COUNSEL). If the contract is terminated by either party, the CLIENT agrees to pay all fees and expenses incurred in accordance with this Agreement through the effective date of termination. All materials or information acquired or produced by the COUNSEL or its representatives in its performance of services under this Agreement shall remain the sole property of the COUNSEL until payment is received by the COUNSEL.

4. PROTECTION OF THE CLIENT.

The Matrix Group agrees to indemnify CLIENT with respect to any claims or actions for libel, slander, defamation, copyright infringement, idea misappropriation, or invasion of rights of privacy arising out of any materials which have been prepared by the COUNSEL on the CLIENT'S behalf, except that if any such claim for action is based on materials supplied by the CLIENT to the Vendor, then in such an event, the aforesaid shall not apply and the CLIENT shall indemnify the COUNSEL and hold the COUNSEL harmless with respect thereto.

5. CONFIDENTIALITY.

It is understood that all information, facts, and figures that come to the attention of the COUNSEL will be handled in a confidential manner. The COUNSEL agrees to exercise reasonable care to prevent disclosure of CLIENT'S proprietary information to any third party, except as may be authorized by the CLIENT.

6. APPROVAL PROCESS.

CLIENT agrees to designate one person to represent the CLIENT in approving material as described in the SCOPE OF SERVICES. Approval by that person will give the COUNSEL full authority to act in the company's behalf.

7. CHANGES IN CONTRACT.

This Contract sets forth the entire agreement between the parties. Any modifications must be in writing and signed by an authorized officer of both the COUNSEL and CLIENT.

IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

ATTEST:

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

By: Mark Mallory Deputy
Council Clerk

By: Jim Gray
Jim Gray Mayor

ATTEST:

The Matrix Group

By: Darlene Kiplint

By: Marsha DeBeamec
Its: President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/23/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Al Torstrick Insurance Agency Inc 343 Waller Avenue Lexington KY 40504	CONTACT NAME: Stephanie Casey
	PHONE (A/C No. Ext): (859)233-1461 FAX (A/C No.): (859)281-9450
	E-MAIL ADDRESS: scasey@altorstrick.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Indiana Insurance Company NAIC # 22659
	INSURER B: Peerless Indemnity Insurance NAIC # 18333
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 2013-2014 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 SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			BOP9174387	6/1/2013	6/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPPOP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			BOP9174387	6/1/2013	6/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB			C09314320	6/1/2013	6/1/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	WC9095871	6/1/2013	6/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	DESCRIPTION OF OPERATIONS below						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER business@tmgresearch.com Insured's Copy	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 Stephanie Casey/MJA <i>Stephanie Casey</i>