

Spectrum Contact Information

SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Business - Enterprise Commercial Terms of Service posted at, https://enterprise.spectrum.com/ (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Contact: Brandon Lowe				
Telephone: 8127744905 Email: brandon.lowe@charter.com				
Customer Information				
Customer Name LFUCG SENIOR CENTER			Order # 14695238	
Address 195 LIFE LANE LEXINGTON KY 40507				
Telephone (859) 258-3806		Email: kstamba	u@lexingtonky.gov	
Contact Name Kristina Stambaugh	Telephone (859) 258-3806		Email: kstambau@lexingtonky.gov	
Billing Address 195 LIFE LANE LEXINGTON KY 40507	***			
Billing Contact Name	Telephone		Email:	

NEW AND REVISED SERVICES AT 195 Life Ln , Lexington KY 40502					
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)	
Digital Receiver	Month to Month	1	\$14.00	\$14.00	
Digital Receiver A/O	Month to Month	7	\$14.00	\$98.00	
Spectrum Business TV	Month to Month	1	\$40.00	\$40.00	
<u>TOTAL*</u>		7 1		\$152.00	

NEW AND REVISED SERVICES AT 498 Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Digital Receiver	Month to Month	1	\$14.00	\$14.00
Spectrum Business TV	Month to Month	1	\$40.00	\$40.00
TOTAL*				\$54.00

Spectrum Business - Enterprise Service Order v250206

CONFIDENTIAL

Page 1 of 5



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Total One Time (s)	One Time Charge(s)	Quantity	noitqines Description
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	8020	, Lexington KY	ONE TIME CHARGE(S) AT 498 Georgetown St



Spectrum Business - Enterprise Service Order v250206 CONFIDENTIAL © 2016-2025 Charter Communications Operating, LLC. All Rights Reserved Created Date: 04/03/2025



- ACCORDANCE WITH THE MONTHLY INVOICE. 1. TOTAL CHARGE(S). TOTAL MONTHLY RECURRING CHARGES AND TOTAL ONE-TIME CHARGES ARE DUE IN
- 2. TAXES. PLUS APPLICABLE TAXES, FEES, AND SURCHARGES AS PRESENTED ON THE RESPECTIVE INVOICE(S).
- 3. SPECIAL TERMS.

are duly authorized to execute this Service Order.	By signing below, the signatory represents they

	500C/8/t/ N	:91sC
₹ -	of or	Title:
3-	nda Garton	Printed Name:
	Ainde Gordon	Signature:
		SUSTOMER SIGNATURE



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SERVICE ORDER

THIS SERVICE ORDER ('Service Order'), is executed and effective upon the date of the signature set forth in the signature block below ('Effective Date') and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ('Spectrum') and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, https://enterprise.spectrum.com/ (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a 'Service Agreement'). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Enterprise Contact Information	
Contact: Brandon Lowe	
Telephone: 8127744905	
Email: brandon.lowe@charter.com	

Customer Information			
Customer Name LFUCG SENIOR CENTER			Order # 14695238
Address 195 LIFE LANE LEXINGTON KY 40507			
Telephone (859) 258-3806		Email: kstambau@lexingtonk	y.gov
Contact Name Kristina Stambaugh	Telephone (859) 258-3806		Email: kstambau@lexingtonky.gov
Billing Address 195 LIFE LANE LEXINGTON KY 40507			•
Billing Contact Name	Telephone		Email:

new and revised services at 498 George	NEW AND REVISED SERVICES AT 498 Georgetown St , Lexington KY 40508						
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)			
Digital Receiver	Month to Month	1	\$12.50	\$12.50			
Spectrum Business TV	Month to Month	1	\$34.99	\$34.99			
<u>IOTAL*</u>	137.50	To 1.77		\$47.49			

NEW AND REVISED SERVICES AT 195 Life Ln , Lexington KY 40502						
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)		
Digital Receiver	Month to Month	8	\$12.50	\$100.00		
Spectrum Business TV	Month to Month	1	\$34.99	\$34.99		
TOTAL*				\$134.99		

Created Date: 02/10/2025



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Fotal One Time (s)	One Time Charge(s)	VitneuD	noitqitosed əsivied	
	80504 Y	Y notgnixəJ,	ONE TIME CHARGE(S) AT 498 Georgetown St	

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Total One Time (s)	One Time Charge(s)	Quantity	Service Description
	7020	xington KY 4	ONE TIME CHARGE(S) AT 195 Life Ln , Le



- 1. TOTAL CHARGE(S). TOTAL MONTHLY RECURRING CHARGES AND TOTAL ONE-TIME CHARGES ARE DUE IN ACCORDANCE WITH THE MONTHLY INVOICE.
- 2. TAXES. Plus applicable taxes, fees and surcharges as presented on the respective invoice(s).
- 3. SPECIAL TERMS.

By signing below, the signatory represents they are duly authorized to execute this Service Order.

CUSTOMER SIGNATURE			
Signature:	Linda Gorton		
Printed Name: Linda	Gorton		
Title: Mayor			
Date:3	127/2025		



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CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of <u>February 13</u>, 2025, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and PARTNERS FOR ECONOMIC SOLUTIONS, LLC (**CONSULTANT**).

WHEREAS, **OWNER** intends to proceed with the Infrastructure Funding Plan in Lexington, Kentucky as described in the attached Request for Proposal document; and

WHEREAS, the requested services are to include professional services for development of a infrastructure funding plan for the city ("Project") as contemplated in the **OWNER**'s Request for Proposal No. 56-2024.

WHEREAS, CONSULTANT was selected by OWNER based upon its response to the Request for Proposal No. 56-2024.

WHEREFORE, OWNER and CONSULTANT in consideration of the foregoing, the sufficiency of which is hereby acknowledged, the OWNER and the CONSULTANT agree to the following mutual covenants and conditions:

SECTION 1 - BASIC SERVICES OF CONSULTANT

CONSULTANT shall perform professional services as hereinafter stated, which shall include development of the Infrastructure Funding Plan for the Urban Growth Areas.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 56-2024 (Exhibit "A"); and Consultant's Response dated January 17, 2025 (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. 56-2024 (Exhibit "A"), and then Consultant's Response dated January 17, 2025 (Exhibit "B").

After written authorization to proceed with the PROJECT, CONSULTANT shall:

- 1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.
- 2. On the basis of "Selection Criteria" in the "Request for Proposal", attached in Exhibit "A", conduct inventories and gather other necessary data or information, prepare/perform all required deliverables listed in the Request for Proposal and the Response to the Request for Proposal. See Exhibits "A" and "B" for complete listing of all deliverables.

This Agreement together with the Exhibits identified above constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral

understandings. This Agreement and said Exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Condition provisions of RFP No. 56-2024 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT

- Services in connection with this Project other than provided by 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 previously satisfactorily completed and accepted plans or parts thereof revised, the previously satisfactorily completed and accepted plans or parts thereof revised, the CONSULTANT shall make such revisions as directed, in writing, by the OWNER. This work shall be considered as "Additional Services" and shall be paid as such.

 This work shall be considered as "Additional Services" and shall be paid as such.
- **2.2.** All "Additional Services" are subject to prior written authorization of **OWNER** and necessary appropriations made by the Lexington Fayette Urban County Council.

ZECLION 3 - OMNEKIS KESHONSIBITILIES

OMNER shall:

- 3.1. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.
- **3.2.** 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**.
- 3.3. Designate in writing a person to act as **OWNER'S** representative with respect to the 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.
- 3.4. 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).
- **3.5.** Furnish or direct **CONSULTANT** to provide necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence. CONSULTANT shall commence services no later than April 1, 2025, shall finalize Project deliverables on or before October 31, 2026, and Project completion on or before October 31, 2026.
- **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.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.

OWNER shall pay **CONSULTANT** for services rendered a fee not exceeding \$744,195. The CONSULTANT will provide services as outlined in this Agreement.

5.2 Times of Payment.

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

5.2. Other Provisions Concerning Payments.

- **5.3.1.** In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.
- **5.3.2.** In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.
- **5.3.3.** In the event the **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, provided the non-terminating party fails to cure such default within the ten (10) day period.

6.1.2. The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon ten (10) days written notice to the **CONSULTANT**.

Ownership and Reuse of Documents.

All documents, including Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. Itability or legal exposure to **CONSULTANT**.

6.2. Legal Responsibilities and Legal Relations.

6.2.1. The **CONSULTANT** shall familiarize themselves with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.

6.2.2. In performing the services hereunder, the **CONSULTANT** and its subconstrued to be employees, agents and representatives shall not be deemed or 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** shall save and hold **OWNER** representatives, including sub-**CONSULTANT**, and shall save and hold **OWNER** harmless therefrom.

6.2.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues.

6.3. Successors and Assigns.

- **6.3.1. CONSULTANT** binds itself and their 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 or transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.
- **6.3.2.** Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.4. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **CONSULTANT** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **CONSULTANT**, shall be submitted to the Commissioner, Department of Planning and Preservation, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.5. Security Clause.

The **CONSULTANT** certifies that he shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except the **OWNER** without prior approval of the **OWNER**.

6.6. Access to Records.

The **CONSULTANTS** and their sub-**CONSULTANTS** shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

6.7. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 56-2024 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

	agrees as follows:	the CONSULTANT	his service agreement,	performance of t	ouring the
--	--------------------	----------------	------------------------	------------------	------------

The CONSULTANT will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The 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 compensation, and selection for training, including apprenticeships. The applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

7.2 The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OMNEK (LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT):

Date:	
Position:	V.
CONSULTANT (PARTNERS FOR ECONON Signature: Auth Morrison Printed Name:	WIC 20TO LIONS' TTC):
Date:	
Signature:	₽²

During the performance of this service agreement, the CONSULTANT agrees as follows:

- 7.1. The CONSULTANT will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- 7.2 The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for RFP #56-2024 Infrastructure Funding Plan to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **January 10, 2024.** All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or union or workers'

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.
- (3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2)

submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

AMERICAN RESCUE PLAN ACT

AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government ("LFUCG") may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter "bidder," or "contractor") agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act ("ARPA"), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspended in the terms of the Agreement and/or that the contractor is violating the terms of the Agreement and/or that the contractor is violating the terms of the Agreement for cause shown with thirty (30) days written notice, which shall may terminate this Agreement for cause shown with thirty (30) days written notice, which shall 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 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 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 or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation of other employees or applicants as a part of such employee's 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 action, including an investigation conducted by the employer, or is consistent with the 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 subcontractor to include these clauses in any lower-tier subcontracts. The prime contractor subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor subcontractors to include these clauses in any subcontractor or lower-tier subcontractor with the shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the 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(I). 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 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.

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SELECTION CRITERIA:

The LFUCG's Selection Committee shall consider the following factors when it evaluates the proposals received:

- 1. Specialized qualifications, experience and technical competence of the individual or firm with regard to the services requested. Submit lead staff qualifications and work samples. (35 points)
- 2. Familiarity with the details of the project (10 points)
- 3. Professionalism and completeness of the written proposal; including proposed project approach, management plan, and schedule (15 points)
- 4. Experience with municipal financing and public infrastructure (20 points)
- 5. Past record of performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work, and ability to meet schedules. (5 points)
- 6. Quality of references. List three professional references of clients you have worked with in the last 5 years for work similar to this project's scope of services. (5 points)
- 7. Proposed fee for services (10 points)

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

Questions regarding this RFP shall be addressed through: https://lexingtonky.ionwave.net

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

Comes the Affiant,	, and after being first
duly sworn, states under penalty of perjury as follows:	
marriada Sabrinang are property	and he/she is the prized representative, the entity
2. Proposer will pay all taxes and fees, which are owed to the Le County Government at the time the proposal is submitted, prior to av will maintain a "current" status in regard to those taxes and fees during	vard of the contract and
3. Proposer will obtain a Lexington-Fayette Urban County Governmapplicable, prior to award of the contract.	nent business license, if
4. Proposer has authorized the Division of Central Purchasing mentioned information with the Division of Revenue and to disclos Council that taxes and/or fees are delinquent or that a business obtained.	se to the Urban County
5. Proposer has not knowingly violated any provision of the campa Commonwealth of Kentucky within the past five (5) years and the av Proposer will not violate any provision of the campaign finance laws	ward of a contract to the
6. Proposer has not knowingly violated any provision of Chapter 25 Lexington-Fayette Urban County Government Code of Ordinances,	

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

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NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and

	or future consideration.	y be declared ineligible f	canceled and the contractors ma
			n their employment practices.
wingly practice discrimination	nich knowingly or unkno	ontracts to companies w	illegal for the Government to let c

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.

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IMVe agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

ssenisua to emeM	Signature
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WORKFORCE ANALYSIS FOR	M

Name of Organization:	
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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	
		М	F	М	F	M	F	м	F	М	F	М	F	М	F	М	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																25	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	_
Office/Clerical																	
Skilled Craft																	L
Service/Maintenance																	
Total:																	

Prepared by:	Date:	/	!
	(Name and Title)		Revised 2015-Dec-15

DIRECTOR, DIVISION OF PROCUREMENT 200 EAST MAIN STREET LEXINGTON, KENTUCKY 40507

MOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL MOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
200 East Main Street
Lexington, Kentucky 40507

Smiller@lexingtonky.gov
859-258-3323

Firm Submitting Proposal:				
Complete Address:				
	Street	City	Zip	
Contact Name:		Title:		
Telephone Number:		Fax Number:		
Email address:				



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
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 (MBEP) 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 urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE); a three (3%) minimum goal for Of twelve percent (12%) for Women Businesses and/or Certified Service- Disabled Veteran Owned Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

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. Black American, Asian American, Hispanic American, Mative American)

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 Procurement as having the appropriate credentials to make a determination as to the status of the business. The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women's Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)

Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses

must complete monthly contract compliance audits in the Diverse Business Management Compliance system, https://lexingtonky.diversitycompliance.com/

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.



Bid/RFP/Quote Reference#_ **LEUCG MWDBE PARTICIPATION FORM**

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

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Vork			
e of the Contract			Phone, Email
Total Tallo		WBE/VOSB/SDVOSB	Name, Address,
otal % Value of	T so be T	DBE\WBE	MWBE Company,

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

Company Representative	Сотрапу
*	
	statements and false claims.
TP/Quote. Any misrepresentation may result in the oplicable Federal and State laws concerning false	in accomplishing the work contained in this Bid/H termination of the contract and/or be subject to ap

Date Title



Date

LFUCG MWDBE SUBSTITUTION FORM Bid/RFP/Quote Reference #_____

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB 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.		
and/of the subject to applicable I edetal and State laws concerning raise successions and successions		
Company	Company Representative	

Title



DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WOSBs and/or SDVOSBs include:

- 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, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
- Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past
 year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to
 partner with on LFUCG contracts and procurements.
- 3. Attended pre-biol/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WOSBs and/or SDVOSBs of subcontracting opportunities.
- 4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
- So. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

- 6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.
- 7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs 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.
- 8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.
- 9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
- 10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
- 11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
- 12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that 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.
 - a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
- 13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

- 14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- 15. Other any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, WOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

<u>Mote</u>: Failure to submit 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 and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis,

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:		Date:		
Project Name:		Project Number:		
Contact Name:		Telephone:		
Email:				
disadvantaged busin in the procurement p	esses, minority-, women-, process and to promote eco	rprise Program is to facilit veteran-, and service-disable onomic inclusion as a busine ayette Urban County Gover	ed veteran-own ess imperative e	ed businesses
disabled veteran-ow of contracts with pu Bidder/Proposer cer steps to ensure that service-disabled vet	med businesses, must have ablic funds spent from ce- tifies that it has taken, and small and disadvantaged teran-owned businesses,	ses, including minority-, we an equal opportunity to be extain discretionary agreement of there are further opportunity businesses, including minorare provided an equal opportacts resulting from this process.	e utilized in the ents. By submit tunities will tak ority-, woman-, ortunity to con	e performance ting its offer, te, reasonable veteran-, and
		s clause will not be consider or proposal to be rejected.	red in any score	ed evaluation.
Is the Bidde	er/ Proposer a certified f	ïrm? Yes□ No□		
If yes, indicate all	certification type(s):			
DBE □	MBE □	WBE □	SBE \square	VOSB/SDVOSB □
** * * * * * * * * * * * * * * * * * * *	of the certificate and/or ce e Program's (MBEP) cert	ertification letter if not current ified list.	ntly listed on th	e city's Minority
last two years tha	_	oser has had a contractual woman-owned, veteran-o		
Click or tap	here to enter text.			
2. Does Bidder/Pro	pposer foresee any subco	ntracting opportunities fo	r this procurer	nent?
Yes □ 1	No □			

	Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.		
	Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in and requirements of the solicitation.		
	Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.		
	Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.		
	Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.		
	Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.		
	Bidder sponsored an Economic Inclusion Outreach event.		
	Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.		
	Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.		
	Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, VOSBs and/or SDVOSBs for the solicitation.		
3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:			
Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.			
It yes,	please complete the following pages and submit all pages with your bid and/or proposal.		
	please explain why in the field below. Do not complete the rest of this form and submit this e with your bid and/or proposal.		

Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, VOSBs or SDVOSBs.

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Click or tap here to enter text.
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For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

<u>Note</u>: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the 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 and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

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.

Date	Title —
Сотрапу	Company Representative

4870-1925-6809, v 1

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 lonWave 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.

- 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,
- 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.
- 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.
- 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 hat 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

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- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the contract according to its terms, conditions and specifications;
- (b) Failure to make delivery within the time specified or according

- to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor;
- (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.

- 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, in such Court for the limited and sole purpose of proceedings relating to this 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.
- 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, it 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.
- 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.
- 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

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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.
- CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.
- (6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

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

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO COMPLY WITH THE INSURANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE CONFRACE 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:

<u>Limits</u>	Coverage
\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit	General Liability (Insurance Services Office Form CG 00 01)
\$1 million per occurrence	Auto Liability
Statutory	Worker's Compensation
\$100K	Employer's Liability
\$1 million per claim	Professional (E&C) Liability
conditions:	primollot adt gistgos llada avoda saisilog adT

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.
- LFUCG.

 LFUCG.
- c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than 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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

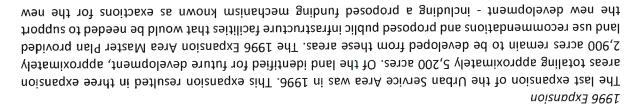
Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

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Urban Service Area (USA) is a critical tool in Lexington's growth management strategy. Established in 1958, the USA delineates the area where urban development is permitted. The USA helps concentrate infrastructure investments within a defined area, promoting efficient service delivery and reducing sprawl, while preserving the surrounding rural landscape and agricultural land.

may read the full document at imaginelexington.com

Lexington's Comprehensive Plan serves as its guiding document for growth and development. It estington's Comprehensive Plan serves as its guiding document for growth and development. It establishes long-term goals and policies designed to enhance the quality of life for residents, promote economic development, and preserve Lexington's unique character. Imagine Lexington 2045 is the latest comprehensive plan, adopted in November 2023. This plan examines data, trends, projections, and comprehensive plan, adopted in November 2023. This plan examines data, trends, projections, and community input to build a strategy for Lexington's growth and development over the next 20 years. You

for the future.

Lexington is committed to fostering sustainable growth and enhancing the quality of life for its residents. The development of a comprehensive Infrastructure Funding Plan for the expansion areas is a crucial step in achieving these goals. By understanding Lexington's Comprehensive Plan, Urban Service Area, recent expansions, and infrastructure needs as identified in the 2024 Urban Growth Master Plan, potential bidders will be well-equipped to create a strategic, effective funding plan that supports Lexington's vision

<u>BACKGROUND</u>

The Lexington-Fayette Urban County Government (LFUCG) is seeking professional assistance to establish a comprehensive Infrastructure Funding Plan (IFP) to financially support growth and development in the new expansion areas identified as part of the 2024 Urban Growth Master Plan. The project will involve creating a process for the IFP, identifying preferred funding mechanisms, conducting a methodology report, and providing guidance on the implementation of the IFP.

INTRODUCTION

Lexington-Fayette Urban County Government (LFUCG)
INFRASTRUCTURE FUNDING PLAN
Request for Proposals (RFP) #56-2024



infrastructure in the expansion areas. The Exactions Program involves the imposition of exactions in conjunction with new development in the expansion areas to facilitate the apportionment of costs for required infrastructure improvements to the developments benefiting from those improvements, primarily in the form of roads, sanitary sewer, parks, and stormwater management. LFUCG is seeking to discontinue use of the existing exactions model in favor of new strategies developed by the infrastructure funding plan for development from this point forward.

Recent Expansion of the USA

During the Urban County Council's review of the Imagine Lexington 2045 Goals and Objectives, concerns over increased housing costs, low housing stock, the need for land for job development, and housing affordability led to the decision to include additional acreage within the Urban Service Area.

On June 15th, 2023, Council approved the Goals and Objectives of the Lexington 2045 Comprehensive Plan and tasked the Planning Commission with identifying 2,700 to 5,000 acres for inclusion within the Urban Service Area, with a Master Plan to be adopted by December 1st, 2024. As Lexington plans for expansion, the principles of smart, compact, and fiscally responsible growth are emphasized throughout Imagine Lexington 2045, which also prioritizes equitable development and environmental sustainability.

Urban Growth Master Plan

On October 31, 2024, Lexington's Planning Commission adopted the Urban Growth Master Plan (UGMP), a comprehensive strategy that outlines Lexington's vision for future development within the 2,840 acre expansion of the USA in five locations across Fayette County. This master plan will guide the growth and development for identified portions of Lexington, shaping a sustainable, equitable and vibrant community for generations to come. The plan includes:

- Land Use Planning: Zoning recommendations, proposed densities and land use designations to guide future development.
- Infrastructure Needs Assessment: An evaluation of current infrastructure capacities and a preliminary identification of necessary upgrades and expansions to support growth.
- Transportation Planning: Recommendations to improve transportation networks, enhance public transit, and promote multimodal transportation options.
- Regulatory Framework: Recommendations for implementation of the master plan in the form of development criteria and proposed regulations.
- Environmental Sustainability: Recommendations to protect natural resources, promote green infrastructure, and mitigate the impacts of climate change.
- Community Engagement: Extensive outreach and consultation with residents, businesses, and stakeholders to ensure the plan reflects community priorities and needs.

The adopted Urban Growth Master Plan may be accessed at <u>urbangrowthlex.com</u>

Referenced documents that informed the UGMP include the following, which in turn may inform this scope of work:

- Imagine Lexington 2045 Comprehensive Plan: <u>imaginelexington.com/2045</u>
- 2023 Sewer Capability Study:
 issuu.com/lexingtonky1/docs/2023 sanitary sewer capability study report
- LFUCG FY25 Adopted budget: <u>lexingtonky.gov/departments/budgeting</u>

STATEMENT OF WORK

We invite experienced teams to submit proposals to help create a funding strategy for Lexington's infrastructure development within the newly identified 2024 Urban Growth Areas (UGMP map in Exhibit A). This plan will outline detailed funding mechanisms, projected implementation timelines, and estimated project costs, forming a solid foundation for informed decision-making as Lexington advances development in the Urban Growth Areas. The selected Consultant will develop funding mechanisms that minimize financial impact on the municipality and taxpayers. Where feasible, new costs for infrastructure and services should be borne by the beneficiaries of the infrastructure, ensuring they bear a fair share of the costs for a more equitable distribution of financial responsibility. By partnering with a skilled team, we aim to create a modern, efficient, and sustainable infrastructure funding plan that meets the evolving needs of our community while ensuring fiscal responsibility.

The Consultant shall utilize relevant data and information provided by Lexington and assembled by the selected consultant. The Consultant will be responsible for producing a comprehensive infrastructure funding plan. Upon satisfactory completion and at the discretion of LFUCG, the Consultant may be provided a notice to proceed with the implementation phase of the plan, continuing to collaborate with LFUCG throughout the execution of the identified funding strategies. The team undertaking this project should have expertise in financial planning, economic analysis, public-private partnerships, and municipal should have expertise in financial planning, economic analysis, public-private partnerships, and municipal finance. Access to engineering and construction expertise is encouraged.

All deliverables will be developed through close coordination with the LFUCG Project Team to ensure alignment with project goals and financial constraints. Budget-conscious planning is paramount, and all funding strategies should be tailored to fit within Lexington's local legal and financial limits. Regular meetings and consultations with the LFUCG Executive Team will be held to review progress, discuss funding options, and make necessary adjustments to meet budgetary and project goals.

Goals & Key Objectives:

As recommended in the UGMP, an infrastructure funding plan should incentivize and encourage development as recommended. The following goals and objectives highlight the essential qualities that Lexington believes a well-crafted funding plan should encompass.

- a. Concise and User-Friendly: Clearly articulate the funding strategy without unnecessary complexity, making it easy to understand and implement for internal and external
- stakeholders. The IFP process should be:

 Transparent providing clear information about funding sources and decision
- making to the public

 Transferable between departments and staff members when turnover occurs
 Fiscally Responsible and Legally Sound: Develop a funding strategy that is legally sound, complying with all relevant laws and regulations, and financially prudent, ensuring long-

term financial stability for Lexington. Identify reliable and diverse funding sources to

- support infrastructure projects. Coptimize the use of public funds and leverage private c.
- investment to achieve cost-effective infrastructure development.

 Lexible: Create a flexible funding framework that can adapt to changing circumstances and future growth needs, laying the groundwork for ongoing infrastructure investment
- throughout the Urban Services Area.

- e. Equitable: Ensure fair distribution of funds, addressing the needs of all communities, incentivizing the production of affordable housing and providing relief for affordable housing development.
- f. Comprehensive: Cover all necessary aspects, including sources, timelines, and risks.
- g. Sustainable: Promote long-term financial health with diverse funding sources and operational sustainability through a simple process.
- h. Fiscal Impact Analysis: Consideration of impact to current government operations associated with infrastructure development.

SCOPE OF WORK

The goal of this RFP is to pinpoint the funding, timing and location of new capital facilities within the Urban Growth Master Plan Area. It also aims to identify the extent to which these facilities can be financed through specific funding mechanisms or a combination of various funding sources. It is understood that this study will provide defined recommendations for funding impacts and sources that would act as a resource for future implementation.

Selected consultants will collaborate closely with the LFUCG Project Manager to regularly engage the Project Leadership Team and the Project Advisory Committee. This collaboration will include periodic meetings to ensure alignment and gather feedback. Additionally, consultants will be responsible for preparing and delivering presentations to Lexington's Urban County Council for project updates and final deliverables.

Throughout the project, consultants are expected to proactively engage with relevant LFUCG staff and community and developer stakeholders as appropriate. This engagement will help gather insights, address concerns, and ensure that the project reflects the needs and priorities of the community. By fostering open communication and collaboration, the consultants will contribute to a successful project outcome that aligns with the objectives of LFUCG and its stakeholders.

Each task of the project, outlined below, represents key components of the overall scope. Task 1 and Task 2 may be initiated concurrently as per the terms of an executed contract. Progression to Task 3 will be contingent upon meeting the successful completions of the prior tasks and LFUCG deciding to proceed with implementation of any identified funding mechanisms as a result of the prior tasks. The consultants will only proceed to Task 3 upon receipt of a formal notice to proceed by LFUCG.

LFUCG seeks expert insights to develop a project approach that effectively achieves the stated goals within this RFP. The assumed work tasks outlined below serve as foundational elements; however, LFUCG encourages proposers to amend and expand upon these tasks in their proposals.

TASK 1: PROJECT IDENTIFICATION & PRIORITIZATION PROCESS DEVELOPMENT

1. Project Identification:

- o **Compile Infrastructure Project List:** Develop a comprehensive list of potential capital infrastructure projects based upon the developed scenarios within the UGMP.
 - Recommend a 5-year and 20-year Project Outlook.

- consideration; the plan should be flexible to changing conditions and external Consider future innovation and emerging needs as components for
- cycle cost estimates, budgetary impact, projected schedules and priorities, Outlook to include project descriptions, project phases, initial cost estimates, life factors.
- the UGMP. Utilizing the developed project list create itemized project cost estimates Cost Estimating: Verify and expand upon cost estimates for the projects identified within potential funding sources, and plan implementation strategies.

applicable. including design, right-of-way, construction, maintenance, and disposal costs as

- Define Criteria: Establish criteria for evaluating and prioritizing projects, such as cost, 0 2. Project Evaluation & Prioritization:
- factors, and alignment with strategic goals. urgency, impact on public safety, economic benefits, environmental sustainability, equity
- Weighting System: Develop a weighting system to rank the importance of each criterion.
- Detailed Evaluation: Evaluate projects using the established criteria and scoring system.
- Rank Projects: Rank projects based on their scores from evaluation process.
- 3. Project Phasing & Implementation Recommendations:
- Resource Allocation: Consider available funding, resources, and operational capacity to
- urgency, and resource availability (to be informed by funding mechanism scope of work). Phasing: Develop a phased approach for project implementation based on priority, implement projects (to be informed by funding mechanism scope of work).
- projects at the same time by looking at geographic proximity, scope alignment, and ways Implementation Efficiency Analysis: the collective systematic evaluation of all potential
- to leverage various funding sources.

TASK 2: FUNDING MECHANISMS ASSESSMENT

- 1. Initial Assessment and Data Collection:
- Review city financial reports and previous funding mechanisms used.
- 2. Market and Economic Analysis:
- population, employment, and other tax-base impact forecasts. and the economic impact of proposed projects on the local economy, including Review completed market analysis in the UGMP to understand the economic potential
- Verify and update as necessary to accurately inform this scope of work.
- 3. Identification of Funding Sources:
- mechanisms, and bond issuance options including general obligation bonds and revenue investment options, tax increment financing (TIF) districts and other tax-related limited to, user and other fees, grants, public-private partnerships (PPPs) and private Identify federal, state, and local funding opportunities, which may include, but are not
- 'spuoq
- 4. Regulatory and Legal Review:
- Assess any legal constraints or requirements for implementing funding options. Review local, state, and federal regulations related to funding mechanisms.
- Consult with legal experts to ensure compliance and feasibility for use within Kentucky.

 Review the Lexington-Fayette Urban County Government's Charter and existing Ordinances and advise on potential conflicts. LFUCG's Law Department will be available for assistance.

5. Financial Modeling and Projections:

- Develop financial models to project funding needs and revenue generation.
- Create scenarios for different funding mechanisms and project outcomes. Compare cost and benefit of each.
- Provide detailed financial projections for short-term and long-term periods.
- Provide a long-term revenue and expense forecast for top funding recommendations, including the risk and sustainability of funding sources.

6. Strategic Planning and Recommendations:

- Develop a comprehensive funding strategy tailored to Lexington's needs.
- Prioritize funding mechanisms based on feasibility, impact, and stakeholder input.
- Provide recommendations for implementation, including timelines and milestones.

7. Execution Goals and Action Master Plan:

- Recommend execution goals for each identified funding mechanism.
- Create high-level action plans for each, detailing steps, timelines, responsible parties, and resource requirements.
- Include mechanism, if appropriate, for any deviation from identified funding mechanism (i.e. waiving potential fees for affordable housing).

8. Ongoing Monitoring and Evaluation:

- Develop a framework for monitoring the progress and effectiveness of funded projects with key performance indicators and milestones. This framework should include a timeline for points where necessary update or re-evaluation should occur.
- Recommend evaluation methodologies, including tools and techniques for data collection, analysis, and reporting.

TASK 3 (optional): FUNDING MECHANISMS IMPLEMENTATION

Provide guidance to the Lexington-Fayette Urban County Government to implement the selected funding mechanism(s). The delivered report may include but is not limited to the following:

- 1. Provide a methodology report outlining the creation of any new funding source and how it will be charged and collected.
- 2. Provide a schedule of charges that meets all legal and administrative requirements.
- 3. Draft ordinances or other legal documents required to adopt any new funding source.
- 4. Prepare an implementation handbook outlining administrative processes, such as appeals and annual reporting.
- 5. Assess and project necessary staffing levels, including roles and responsibilities.
- 6. Propose an effective leadership and governance structure with clear decision-making process.
- Recommend relevant processes and software necessary for successful implementation, which
 may include computerized assessment and collection software that integrates with current LFUCG
 software and systems.
- 8. Assist with RFP development to procure software development and implementation consultants.
- 9. Conduct training sessions for LFUCG staff on new funding mechanisms and developed processes.
- 10. Offer ongoing support and assistance through full implementation process.

DELIVERABLES:

The outlined scope of work within this RFP serves as a foundational framework for the project. Respondents are expected to expand upon these elements and provide recommendations on the most effective methods to achieve Lexington's key objectives. We encourage innovative and thoughtful proposals that offer solutions, address potential challenges, and align with the vision and goals of Lexington. Anticipated deliverable from this scope of work include:

- 1. Infrastructure Identification & Prioritization Plan
- 2. Funding Mechanisms Assessment & Recommendations
- 3. Implementation Guidance Plan to provide guidance on project implementation and management strategies to ensure successful achievement of desired outcomes because of outcomes from Task #1 & Task #2.
- Interim Reporting: Interim reporting is expected during each phase of the project.
- Findings and Recommendations Reports: Final reports and presentations should be submitted
 in PDF, Word, and Excel formats as applicable. The consultant's final reports must include a
 comprehensive overview of participants, methodology, studies and supporting data,
 observations, recommendations, and accompanying drawings and illustrations. Any information
- comprehensive overview of participants, methodology, studies and supporting data, observations, recommendations, and accompanying drawings and illustrations. Any information developed through the consultant's proprietary methods may be submitted in a format agreed upon in consultation with the designated LFUCG Project Manager.

 Final Report Presentation: In addition to meetings with LFUCG Leadership Team and Advisory
- Committee during the project, the Consultant team shall provide a presentation of the Final report findings and recommendations to Lexington's Urban County Council during a public council meeting (date to be determined). The exact date of the meeting will be mutually agreed upon during the Services. Presentation to be submitted to the LFUCG Project Manager in PDF and Power Point format.

PROJECT SCHEDULE

A notice to proceed is expected in Q1 2025. As part of the proposal, interested firms shall provide a preliminary project schedule indicating deadlines, interim deliverables, and expectations for reporting, as appropriate and a maximum number of such meetings (i.e., separate from staff meetings; however, the respondent may set a proposed limit of such staff meetings as well). This is intended as a preliminary number only and will be refined in consultation with the selected firm and negotiated in terms of the available budget. The selected consultant will develop a detailed project schedule at the beginning of the contract, preferably in an electronic format that can be revised, as needed.

METHOD OF PAYMENT

The Consultant may submit monthly invoices for basic services or rendered work, based upon the Consultant's estimate of the portion of the total services completed during the billing period. Each invoice shall be accompanied by a narrative progress report and estimated percentage of work completed. LFUCG shall respond to the invoice within thirty (30) days, either denying or approving payment, in its discretion.

SUBMISSION REQUIREMENTS

All responses to this RFP must include a proposed preliminary Project Work Plan, including a schedule and a timeline for incorporating LFUCG-provided information and the work of others; description of processes, methods, and metrics; suggested list of LFUCG roles or participants that the respondent might recommend be included in the study; and deliverables. LFUCG reserves the right to make the final determination of all study participants and deliverables. All Consultant communications for the study will be through the designated LFUCG Project Manager and/or a designee. Respondents planning to utilize analytical tools or data to perform any portion of the work that are their own proprietary making are asked to please clarify their intent to utilize such in their response to this RFP. The Proposal response should be fully self-contained, and display clearly and accurately the capabilities, knowledge, experience and capacity of the respondent to meet the requirements of the RFP. The response is limited to 20 pages excluding appendices, and to be submitted in PDF format

The following will be considered minimum contents of the proposal:

- 1. A statement of the approach, objectives, goals and tasks to show the firm's understanding of the proposed study.
- 2. A description and timing of the deliverables to be provided by the firm within established time frame
- 3. A detailed work plan that identifies major tasks to be completed and a timeline for those tasks that will be used as a scheduling and management tool. Please identify any optional work tasks in this area and in the detailed cost breakdown.
- 4. A detailed cost breakdown of the tasks to be performed with a breakout of the hours for each employee category (e.g., principal, project manager, engineer, technician, etc.) per work task identified. The consultant will indicate any assumptions made (e.g., number of meetings, number of drafts, etc.) and include this information with the cost proposal. Total dollar amounts for each work task shall be shown. Not to exceed total dollar cost for the entire project should also be included.
- 5. An outline of the firm's background and experience with similar projects and a list of personnel (including sub-consultants) who will work on the project. This section will detail staff resumes, work experience and employee category. Lexington is dedicated to promoting minority participation in LFUCG work. To that end, and where appropriate, consultants are encouraged, if they themselves are not a minority owned firm, to consider using the services of minority sub-consulting firms where the demands of the project will permit.
- 6. Examples and references for similar projects completed, and the full name of the municipality/agency that the work was prepared for. This section will also include the firms' role with each project, description of scope of work, total project timeline, and fee for services rendered.

EVALUATION CRITERIA

A selection committee will evaluate and score the proposals based on the respondent's qualifications, level of knowledge, and experience working on projects of similar scope and scale. Selection criteria include:

- 1. Specialized qualifications, experience and technical competence of the individual or firm with regard to the services requested. Submit lead staff qualifications and work samples. (35 points)
- 2. Familiarity with the details of the project (10 points)
- **3.** Professionalism and completeness of the written proposal; including proposed project approach, management plan, and schedule **(15 points)**
- 4. Experience with municipal financing and public infrastructure (20 points)

- 5. Past record of performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work, and ability to meet schedules. (5 points)
- 6. Quality of references. List three professional references of clients you have worked with in the last 5 years for work similar to this project's scope of services. (5 points)
- 7. Proposed fee for services (10 points)

The Selection Committee may request a short interview of the individual or firms submitting a proposal as part of the selection process. The above criteria will be used to determine the firms that will be invited for an interview. The interviews are anticipated to occur in Q1 2025 in person or via teleconference.

All costs directly or indirectly related to preparation of a response to this Request for Proposals, to any oral presentation required to supplement and/or clarify the submittal, which may be required by LFUCG, or to any protests so filed, shall be the sole responsibility of and shall be borne by the applicant(s). Each Consultant, by submitting its proposal, waives any claim for liability against the LFUCG as to loss, injury and costs or expenses that may be incurred as a consequence of its response to this document. All proposals shall be valid for a period of 90 days from the submission date. LFUCG reserves the right to reject any, and all, proposals and to re-solicit.

December 20, 2024 January 20, 2024 January 2025

ANTICIPATED SCHEDULE

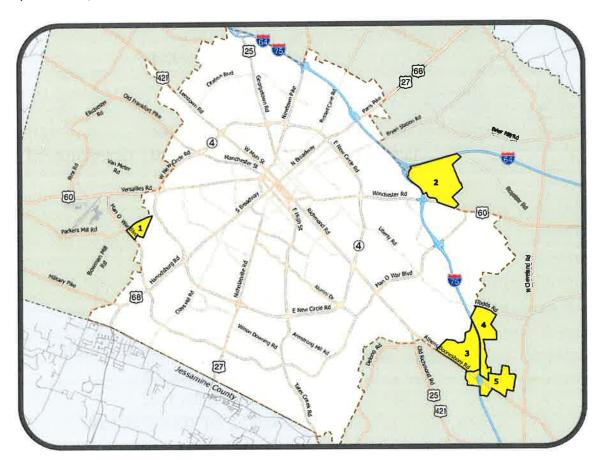
- Questions due to LFUCG
 Request for Proposals due
- Finalist Interviews

*These dates are subject to change.

Exhibit A: Urban Growth Master Plan Expansion Areas

In 2023, Lexington's Planning Commission recommended expanding the Urban Service Area by 2,840 acres across five locations in Fayette County.

This study will focus on identifying funding mechanisms for infrastructure development in these newly designated areas, but which could be applied to infrastructure development generally in Lexington-Fayette County.



Proposal to Prepare the Infrastructure Funding Plan for the Urban Expansion Areas

KŁb #2**e**-505**₫**

Submitted to: Lexington-Fayette Urban County Government

January 17, 2025

Submitted by:

Partners for Economic Solutions LLC Gresham Smith DP Guthrie, LLC Drew Harris, Attorney at Law Civil Design, Inc.

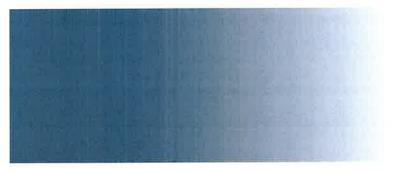






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January 17, 2025

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

Dear Selection Committee Members:

Partners for Economic Solutions (PES) is pleased to submit this proposal to prepare the Infrastructure Funding Plan for the Urban Growth Master Plan. We have assembled an outstanding team to work with LFUCG on this important next stage in Lexington's growth, combining local and national expertise, familiarity with local development conditions and regulations, and practical hands on experience. We are committed to a collaborative working relationship that takes advantage of our team's and LFUCG's experience with development and public/private partnerships.

PES and its Principals, Anita Morrison and Abigail Ferretti, have a long history of market analysis, economic development, fiscal analysis and real estate advisory services. In all this work, we pride ourselves on preparing sound and detailed analyses with the backup information that decision makers need to understand our conclusions. We are intimately familiar with the expansion areas and the associated funding issues. For the UGMP, we developed a detailed drew on national best practices and provided a first-cut evaluation of how those tools might be used in the UGMP areas. Focusing on the realities of funding infrastructure to serve development over a long, uncertain time horizon, we emphasize transparency and ease of administration while mitigating associated risks.

Gresham Smith is well known to LFUCG from decades of local engineering and planning work on major public and private developments. Gresham Smith's engineers incorporate best practices and innovative solutions into their designs, staying abreast with emerging trends. For the UGMP, they designed the initial program of infrastructure to support compact, resilient development, including roadways, intersections, trails and utilities. Their staff 's direct experience in capital improvement planning and administration will enrich our implementation strategies.

DP Guthrie, LLC, brings extensive hands on experience in capital improvement planning, impact fees and other funding strategies for public infrastructure. Dwayne Guthrie, PhD has formulated countless impact fee and other funding programs in consulting for over 170 local governments in 27 states on best funding practices. His experience includes administration of an impact fee program as well as detailed fee calculations and rationales.



Drew Harris, Attorney at Law, will share the legal insights he has developed through more than a decade working in the Kenton County Attorney's Office in Covington. His experience includes representing and working directly with local governments, special purpose government entities, elected officials, and private entities to assure compliance with state and local laws. Through his focus on property acquisition, site development and contracting, Drew has developed expertise in the Kentucky law and regulations that shape municipal funding practices.

Civil Design, Inc. is a woman-owned multi-disciplined civil engineering firm. They will provide specific expertise in life cycle costing and work with Gresham Smith on stormwater issues. Kevin Corwin's experience with over 50 capital program owners and agencies on over 500 capital projects includes developing and maintaining capital program and life-cycle systems for owners and agencies, providing guidance from a system's inception all the way through construction closeout and future maintenance.

Together, the PES team offers practical solutions that draw on national best practices tailored to the specific realities of development in Lexington and Kentucky. We look forward to working with you again for successful implementation of the UGMP.

Sincerely,

Anita Morrison

Anta Morrison

Principal



Team Qualifications and Experience

Partners for Economic Solutions

Partners for Economic Solutions is a full-service urban economics consulting firm dedicated to fostering sustainable economic vitality and growth in America's neighborhoods, cities and regions. Working extensively with cities, economic development and redevelopment agencies, universities, public/private partnerships and non-profits, PES brings real estate and economics expertise to bear on a wide range of urban development and public policy issues.

Our services focus on five primary categories:

- Market-driven analysis
- Real estate advisory services
- Economic development and revitalization strategies
- e Impact analysis
- Public policy evaluations and strategies

Founded in 2008, **PES** is a certified small, local, woman-owned company based in Washington, DC. Its founding principals – Anita Morrison and Abigail Ferretti – have a combined experience of more than 70 years in economic and development consulting.



Anita Morrison, Principal

Anita Morrison founded Partners for Economic Solutions after more than 30 years of economic and development consulting. During her career, Anita has specialized in public/private partnerships, real estate advisory services, redevelopment strategies and economic impact analysis.

Anita has extensive experience in identifying tools and testing the potential for project and infrastructure financing. For Lexington-Fayette Urban County Government, she led the analysis of alternative funding mechanisms and developed a detailed fiscal impact model to test the impacts of expansion of the Urban Services Area as part of the Urban Growth Master Plan. Anita explored multiple funding tools for the New York Avenue corridor redevelopment in Washington, DC and roadway construction and maintenance for Prince George's County, MD. She also has particular expertise in tax increment financing (TIF) for infrastructure and public amenities. She has prepared TIF analyses for Charleston, SC, Orlando Community Redevelopment analyses for Charleston, SC, Orlando Community Redevelopment

"Bringing private real estate expertise to the public sector to support successful public/private development."

47 Years of Experience

Master of Public Policy, University of Michigan

Teaches Due Diligence for Tax Increment Financing for the Council of Development Finance Agencies



Agency, Atlanta Development Authority, the City of Dallas and the Maryland Department of Transportation.

Her cost benefit work has included a range of development projects and cultural institutions. Anita developed a fiscal impact model for the Nashville/Davidson County Government to test the fiscal impacts of projects developed with TIF funding through the Metropolitan Development and Housing Agency.

She has assisted a number of development agencies with major public/private partnerships, including the District of Columbia Deputy Mayor for Planning and Economic Development, the Pennsylvania Avenue Development Corporation, the Atlanta Development Authority, the Maryland Department of Transportation, the Norfolk Redevelopment and Housing Authority, the Orlando Community Redevelopment Agency, and the City of Dallas.

"Working with clients to understand their unique circumstances and applying lessons learned from comparable projects to move forward."

26 Years of Experience

Master of Business Administration, Loyola College

University of Maryland
Masters in Real Estate
Development
Adjunct Graduate
Professor of Market
Analysis for Real Property
Development

Abigail Ferretti, Principal

As a founding principal of the firm, Abigail Ferretti focuses on managing the firm's urban practice with an emphasis on revitalizing older communities. In all her work, she dedicates herself to finding the best available data that accurately portray current and potential development. She uses GIS extensively to inform the analyses of existing



conditions, competitive projects and opportunities for new development. This relentless pursuit of actual data to build sound conclusions serves as a guiding principle for all PES projects.

With more than 25 years of experience managing small and large redevelopment projects, Abigail is fully versed in a variety of approaches and strategies. She identified and evaluated opportunities for public/private partnerships to support Washington, DC parks and recreation centers.

For the Urban Growth Master Plan in Lexington, KY, she analyzed market support for urban expansion areas. Abigail explored potential funding mechanisms for transportation improvements in Prince George's County, MD and along New York Avenue in Washington, DC.



Fiscal Impact Model for Lexington Urban Growth Master Plan

Planning & Preservation Department, Lexington, KY
As part of the Urban Growth Master Plan, PES provided market inputs and developed a fiscal
analysis model to test the impacts of new development. The model projects development-related
population, jobs, and Metro government revenues and expenditures. Applying the model to
projected development in each proposed expansion area demonstrated the potential returns
associated with higher densities and the importance of commercial development given the local
tax structure, which emphasizes wage taxes. PES worked with the planning team to quantify
the costs of installing and operating the infrastructure and municipal services needed to
support the new development. PES reviewed the range of potential funding tools.

Reference: Christopher Taylov, Manager of Long-Range Planning

859 258-3181; ctaylor3@lexingtonky.gov Manom 2008 redmeteng et 8008 medmenell

Timeline: November 2023 to September 2024 Fee: \$117,105

New York Avenue Redevelopment Plan Infrastructure Financing Strategy

DES worked with the Office of Planning to develop infrastructure financing strategies to

implement the vision for a 20- to 30-year redevelopment of Washington, DC's New York Avenue corridor. Among the funding mechanisms explored were special assessment districts, impact fees, tax-increment financing, service-fee financing and split-value taxation.:

Transpara on the arriver number of Strong and the Grant and Strong and the Grant of Strong and Strong and

PES provided case studies for the use of these tools in other jurisdictions. In the project's final phase, PES applied the typologies to the corridor's required improvements to test for the associated revenue potential of each tool.

Reference: Ryan Hand, Associate Planning Director for Citywide Planning

Timeline: June to September 2023 Fee: \$48,955

Fiscal Impact Analysis of Tax Increment Financing in Metro Nashville Metropolitan Development and Housing Agency

PES completed an in-depth analysis of the impacts of tax increment financing (TIF) in Metro Nashville redevelopment districts over the past 20 years. The project involved a massive data analysis effort using GIS analysis to review the history of assessed values in each considering their impacts on adjoining properties. The analysis drew on PES's extensive experience in economic development, revitalization and public finance. In a follow-on assignment, PES tested the potential to use TIF for affordable housing, community amenities and transit corridor improvements.

Reference: Matt Loftis, Assistant Director of Urban Development 615 252-2520; mloftis@nashville-mdha.org

Timeline: December 2021 to July 2022 Fee: \$53,320

Dwayne Guthrie, PhD, AICP

PROFILE

Dwayne Guthrie is a certified planner who helps public and private sector leaders with the challenges of growth management, infrastructure planning, and funding strategies. He specializes in demographic analysis, capital improvements plans, fiscal evaluations, and stakeholder consensus building.

For a major portion of his career, Dwayne worked as a planning consultant for cities and counties across America. He directly interacts with top administrators and elected officials regarding best practices for impact fees, infrastructure funding, placemaking, and revenue sources. During the preparation of impact fee programs for approximately 170 local governments in 27 states, Dwayne helped community and government leaders make tough fiscal choices, while successfully managing all aspects of the consulting process.

Dwayne has 40 years of experience as a professional planner (30 years as a planning consultant and 10 years of public sector experience in Florida).

KEY PROJECT EXPERIENCE

City of Meridian ID

In 2022 and 2019, Dwayne crafted development impact fees for parks/recreation, police and fire facilities. After collaborating with staff and receiving input from the Impact Fee Advisory Committee, Dwayne recommended several changes to improve consistency with Idaho's enabling legislation, including: 1) updated development projections and land use assumptions based on Meridian data, 2) documentation of current infrastructure standards and projected need for additional facilities, and 3) proportionate fees for two types of non-residential development and five size thresholds for residential development

Reference: Todd Lavoie, Chief Financial Officer work phone => 208-489-0420 or email => <u>tlavoie@meridiancity.org</u>

Manatee County (FL)

In 2017, Dwayne worked in the County Administrator's office as the Impact Fee Manager for Manatee County. As a consultant, he also produced a 2015 impact fee study that included parks, law enforcement, public safety, libraries, and significant revisions to transportation impact fees. The multimodal transportation fee included funding for complete streets (all modes), with unique capital plans and fee schedules by four geographic areas.

Contact: John Osborne, former Planning Official for Manatee County mobile phone => 941-962-4136 or email => johnposborne@outlook.com



Specialties

- Infrastructure planning
- Funding solutions
- Development impact fees
- Demography
- Spatial analysis
- Smart governance

Professional History

- DP Guthrie, LLC (2021-present)
- Raftelis: Manager (2018-2020)
- Manatee County, FL: Impact Fee Manager (2017)
- TischlerBise: Principal (2012-2017); Consultant (1988-2010)
- Catholic University of America in Washington, DC: Associate Professor of Practice (2010-2012)
- Engineering Firm in Tampa, FL: Planner (1987-1988)
- Planning Commission in Tampa, FL: Planner (1979-1987)

Education

- Doctor of Planning, Governance, & Globalization - Virginia Tech (2007)
- Master of Arts in Urban & Regional Planning - University of Florida (1979)
- Bachelor of Arts in Education -University of Florida (1977)

Professional Memberships

- American Institute of Certified Planners (AICP)
- American Planning Association
- Arizona Chapter of the American Planning Association

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DREW HARRIS

Attorney at Law

EDUCATION

J.D., University of Cincinnati College of Law

Bachelor of Arts, Criminal Justice, Morthern Kentucky University

EXPERIENCE

Kenton County Attorney's Office Chief Prosecutor/Assistant County Attorney

Covington, Kentucky

2013 - Current

RELEVANT PROJECTS

- Coordinated the privatization of the Golf Courses of Kenton County
 through a ground lease/operating agreement allowing for private
- development of a public asset.

 Led site acquisition and development for the Morthern Kentucky 911 System replacement on behalf of the Kenton County Fiscal Court, including condemnation (eminent domain) actions, right-of-way acquisition, permanent and temporary easements, and
- contracting for the relevant services and construction. Assisted in the relocation of the Emergency Shelter of Northern Kentucky to comply with local zoning regulations within the City of
- Covington. Led the legal team in development of the Mary Gandy Travis Residential Treatment Facility in conjunction with the Kenton County Fiscal Court and Transitions, Inc., including site acquisition and
- compliance with local zoning regulations.

 Led the partnership between the residents of the former City of Latonia Lakes and the dissolution of the city including condemnation of roadways after the dissolution of the city including condemnation of roadways after the dissolution of the city including condemnation of roadways after the dissolution, right-of-way acquisition, permanent and temporary easements, with a unique project funding and temporary easements, with a unique project funding
- methodology.

 Development of the former Bavarian Brewery/Jillians site into the
- new Kenton County Administration Building.

 Administration Building parking structure.

 Administration Building parking structure.

PROFILE

Drew has spent over a decade working in local government primarily working with state, county, and municipal governments on issues relating to property acquisition, site development, and contracting between the public and private sector.

His experience representing and working directly with local governments, special purpose and private entities helps his clients meet their goals while protecting their interests through compliance with state and local laws.

CONTACT

828-408-889J

EMAIL: drewcharris@gmail.com

BAR ADMISSIOUS

Kentucky, 2013

United States District Court for the Eastern District of Kentucky, 2014

Sixth Circuit Court of Appeals, 2014

Offering a national perspective with a local feel.

Gresham Smith is an architecture, engineering and design practice that provides creative solutions while genuinely caring for each other, our clients and our communities. With 26 locations throughout the US, and an office in Lexington, we offer a national perspective with a local feel. That means we not only bring a broad range of experience to the picture, but we also really get to know our clients, their business and the entire landscape of their project. It's not about our personal accolades or portfolio—we define success by how well we solved the problem and served the greater good of the community.

65 +

Projects Completed in Lexington, KY

418

Awards for Projects



Years of Experience

Education

Bachelor of Science, Landscape Architecture, University of Kentucky Master Degree, Business of Art and Design, Maryland Institute College of Art

Registrations

Landscape Architect: KY

Erin Masterson, PLA, ASLA

Senior Landscape Architect | Gresham Smith

As a project manager and senior landscape architect, Erin's work spans master planning, streetscapes, parks, campus design, commercial development, stormwater incentive grants, corridor planning and she led construction administration for Town Branch Commons. She excels at leading multidisciplinary teams on complex projects including Legacy Business Park, transforming a 200-acre site from master plan to design, engineering and permitting with a construction budget of \$18 million and Kelley's Landing Park master plan, a 30-acre site with floodplain complexities.

Relevant Projects

Lexington-Fayette Urban County Government (LFUCG) - Urban Growth Management Master Plan, Lexington, KY

LFUCG - Town Branch Commons, Lexington, KY

LFUCG - Splash! At Charles Young Park, Lexington, KY

LFUCG - NE New Circle Road Corridor Plan, Lexington, KY LFUCG, Legacy Business Park

Beargrass - Oakdale Affordable Housing Development, Lexington, KY

Fund for Greater Lexington -Kelley's Landing Master Plan, Lexington, KY

Louisville Metro Advanced Planning and Sustainability -Broadway All the Way Master Plan, Louisville, KY

Matthew McLaren, P.E. Senior Civil Engineer | Gresham Smith

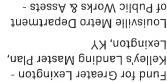
With a diverse background in all aspects of site civil engineering, Matt is an asset to any project. He excels in site design, stormwater analysis and design, green infrastructure and low-impact development principals, grading, and erosion prevention and sediment control plan design. Matt is also a proven leader engaging in both mentorship and project team management to convey engineering topics to the public, elected officials and design professionals. He hopes that his input will help each project be the best in terms of profitability, sustainability, and design.



Years of Experience

Education Bachelor of Civil Engineering, Civil Engineering, University of Kentucky Master of Science, Civil Engineering, University of Kentucky

Registrations
Professional Engineer: FL, GA, KY, NC, TN



Olmsted Parkway Improvements
Phase II, Louisville, KY
Beargrass -Oakdale Affordable
Housing Development,

Lexington, KY

Nick Hendrix, P.E.

LFUCG, Legacy Business Park,

Commons, Lexington, KY

Management Master Plan,

(LFUCG) - Urban Growth

Lexington-Fayette Urban

County Government

Relevant Projects

LFUCG - Town Branch

Lexington, KY

Lexington, KY

State Transportation Leader | Gresham Smith

Nick's engineering career spans over sixteen years, primarily serving in the public sector at the state and local levels. As Kenton County Engineer, he was responsible for developing and delivering site facilities and transportation projects with a record of successful stakeholder collaboration. His experience in this role included managing in-house and contract crews for vertical and horizontal construction projects.



Years of Experience

Education Master of Civil Engineering, Civil Engineering, University of Kentucky

Registrations
Professional Engineer: KY, OH

Kenton County - Fiscal Court Parking Structure Pre-Development, Covington, KY KYTC - Highway Safety Improvement Program (HSIP), Multiple Locations, KY

Readiness Initiative, Kenton

Authority - Kenton County Site

County, KY

Relevant Projects
Lexington-Fayette Urban
County Government
(LFUCG) - Urban Growth
Management Master Plan,
Lexington, KY
Fund for Greater Lexington Kelley's Landing Master Plan,
Kelley's Landing Master Plan,
Kelley's Landing Master Plan,
City of Danville - Main Street

Streetscape, Danville, KY



Years of Experience 12

Education

Bachelor of Science, Civil Engineering, University of Kentucky Master of Science, Civil Engineering, University of Kentucky

Registrations

Professional Engineer: KY

Andrea Cull, P.E.

Transportation Engineer | Gresham Smith

Andrea takes a holistic approach to roadway design as she believes working on all aspects of the process produces a better product. She has completed multiple traffic impact studies as well as traffic modeling for Louisville and Lexington. She has also completed signal plans and lighting photometrics to meet municipal and KYTC standards. She enjoys being able to employ her creativity and problem-solving skills to complex roadway and traffic designs.

Relevant Projects

Lexington-Fayette Urban County Government (LFUCG) - Urban Growth Management Master Plan, Lexington, KY

LFUCG - Town Branch Commons, Lexington, KY

LFUCG - Tiger Grant Application, Lexington, KY

LFUCG - NE New Circle Road Corridor Plan, Lexington, KY City of Danville - Main Street Streetscape, Danville, KY

KYTC - Statewide HSIP -Louisville Main Street 2-Way Conversion Analysis

Louisville Metro Advanced Planning and Sustainability -Broadway All the Way Master Plan, Louisville, KY



Years of Experience

Education

Bachelor of Arts, Geography, University of Kentucky Master of Urban Planning, Urban Planning,

Master of Urban Planning, Urban Plan University of Louisville

Certifications

American Institute of Certified Planners Certified Planner #31043

Amanda Deatherage, AICP

Planner | Gresham Smith

Amanda's specializes in bridging the gap between planning and implementation. Before joining Gresham Smith, Amanda managed Louisville Metro's \$243M capital improvement plan, including 57 federal projects. She also secured \$99M in grants for 36 projects due to her excellent technical writing. At KIPDA MPO, she oversaw the TIP, handled NOFOs, allocated funds, and tracked the progress of nearly 300 projects. Her expertise includes using data-driven methods to create project lists, prioritizing them with stakeholder input, and coordinating with teams for efficient project delivery.

Relevant Projects

Lexington-Fayette Urban County Government (LFUCG) - Urban Growth Management Master Plan, Lexington, KY

Bowling Green Warren County Government (BGWC) - 2050 Metro Transportation Plan, Bowling Green, KY Louisville Metro Government -Broadway All the Way Planning Phase 1A, Louisville, KY

Capital Improvement Program (CIP) Manager, Louisville, KY*

KIPDA Transportation Improvement Program (TIP) Manager, Louisville, KY*

*Experience prior to Gresham Smith



Quality Infrastructure. Passionate People.

At Civil Design, Inc. (CDI), we strive to help our clients create quality infrastructure while also contributing positively to our communities. Our culture is centered around a fundamental commitment to **Building Stronger Communities**, meaning our team of passionate individuals is dedicated to revitalizing the spaces that contribute to our daily lives.

Since its founding in 1996, our team has grown to over 150 team members with six locations, six service lines, and over 40 licensed professionals. Our experience lends us the ability to generate innovative solutions to project challenges, allowing our team to further the ambitions of our clients and the communities they serve.

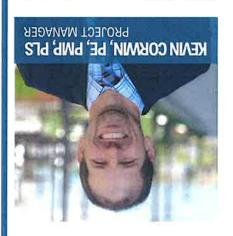
Kevin joined CDI in 2024, bringing more than 20 years of project management experience to our Infrastructure + Analytics team. Kevin helps to develop and maintain capital program and life-cycle systems for owners and agencies, providing guidance from a system's inception all the way through construction closeout and future maintenance. These systems include process definition, technology implementation, and staff coaching. Whether as a consultant or capital program director, Kevin has worked with over 50 capital program owners and agencies on over 500 capital projects. Kevin captures and synthesizes best practices through his work with a multitude of capital programs and industry innovators.

Gary has gained an in-depth knowledge of all areas of water resources engineering and management, including stormwater management, sanitary sewer and combined sewer systems and overflows, hydrology and hydraulics, green infrastructure, floodplains, watershed planning, strategic planning, program management, and asset management. Gary also oversaw and completed the delivery of MSD's Stormwater System Master Improvement Plan, then developed the next stage for an updated Stormwater Facility Planning (2005122) program to enhance the SSMIP. In addition, Gary developed and led the Cityshed Mitigation Program for the City of St Louis 55 watersheds resulting in various projects that have been implemented. Gary led the development of the MSD Stormwater Prioritization form as part of the Stormwater Planning performed in the last 2000's. He is nationally recognized as a technical leader, and is adept at developing practical, cost-effective solutions to real-world problems through the application of basic engineering principles. Gary has served as an expert witness and provided testimony during the 2008 flooding and other court cases related to stormwater runoff and flooding.

Kaitlin joined CDI in 2021, bringing five years of experience with hydraulics, stormwater and sanitary design to the Water Resources team. Her experience includes stormwater management, hydrologic and hydraulic modeling, floodplain analysis, bridge hydraulics, detention analysis, streambank stabilization, roadway drainage, and green infrastructure. Her experience spans both the private and public sectors, having completing projects for state DOTs, municipalities, sewer districts, and water agencies.

VEARS IN BUSINESS

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Project Approach

Our project approach emphasizes in-depth analysis, policy development and practical implementation tools developed in close collaboration with LFUCG throughout the project to provide the right tools to achieve UGMP goals.

Project Kick-Off and Coordination

At the project's outset, the PES Consultant Team will meet virtually with City representatives to finalize the work scope, schedule, identify key stakeholders, discuss meeting logistics and exchange information. The project timeline will be refined and provided in electronic format for future adjustments.

We propose to meet with the LFUCG Project Manager every two weeks with periodic meetings with the Project Leadership Team and the Project Advisory Committee.

Task 1 - Project Identification & Prioritization Process Development

While the Urban Growth Master Plan (UGMP) developed a transportation framework and regulatory plans, the next step will be to identify critical capital infrastructure projects needed to jump start private development.

Project Identification and Cost Estimates

Our team will work with LFUCG to develop a comprehensive list for each area that would include investment in necessary upgrades to adjacent existing infrastructure.

The comprehensive list will be presented in a chart format beginning with key descriptions, initial cost estimates in year-of-expenditure, life cycle cost estimates, budgetary impact, and projected schedules. In later tasks, priorities, funding sources and implementation strategies will be added to the comprehensive list.

As the Infrastructure Project List is developed, our team will update cost estimates from the original UGMP based on any new input such as the completion of the forthcoming complete streets manual. In addition to the estimated cost of construction updates, our team will develop estimates for design, right-of-way, and maintenance as applicable for each project identified. We understand the need to develop these estimates for capital improvement planning and strategic growth, but recognize there are no existing engineering plans and survey. This Capital Improvement Plan will therefore be considered planning-level estimates. If detailed engineering costs are desired, we are willing to negotiate scope and fee.

Project Evaluation & Prioritization

Once the Infrastructure Project List is drafted, our team will work to provide recommendations for what order the projects should be executed. The first step in the process will be to develop a list of the many factors that will help us determine the priority order, such as:



- Strategic alignment with goals of the UGMP;
- Financial consideration (both the initial cost and ongoing operational costs);
- Risk assessment (including financial, operational, and environmental risks);
- Regulatory requirements;
- Economic impact (including job creation and increased tax revenue);
- Likelihood of project to spur private development;
- Securing public-private partnerships (PPP);
- Environmental impacts;
- Capacity to execute and manage the project; and
- Sense of urgency as defined from stakeholder input.

in and out of the areas. Collaboration with KYTC will be imperative to implementation. of the expansion areas will require improvements to state roads in order to have proper access Transportation Cabinet's (KYTC) approach to capital improvement project prioritization. Many Strategic Highway Investment Formula for Tomorrow) deployed by the Kentucky We will also consider State-owned roadway improvements through the lens of SHIFT (the

appropriate at this stage to review the identified infrastructure needs. ranked project list. Stakeholder meetings with developers and property owners would be each project. This preliminary ranked score will be evaluated by our team and LFUCG for a ranking system that will be applied to the project list, creating a ranking system and score for After LFUCG reviews the factors and recommends the top priorities, we will develop a weighted

Infrastructure Identification and Prioritization Plan

revisions to align the prioritization plan with the Task 2 recommendations. and efficiencies to deliver a flexible roadmap towards implementation and build out, with the ranking list. Working with LFUCG, we will align the list to resource allocation, phasing, from public to private with various funding sources and timelines. This will have an impact on approach determined Task 2. We anticipate a handful of implementation strategies that range developing a usable tool for LFUCG is to align the project list to the financial and regulatory efficiency have real world implications on capital improvement plans. The final step in A ranked project list is a valuable starting point, but the realities of funding, phasing and

Task 2. Funding Mechanisms Assessment

Financial Reports and History Review

sewer improvements) to confirm the structure of those agreements and the cost-sharing details. contributions to infrastructure costs for projects not covered by the exactions program (e.g., round of expansion areas. We will meet with LFUCG staff who negotiate developer infrastructure improvements. We are already familiar with the Exactions Plan for the last development agreements to better understand LFUCG's historic mechanisms for funding major PES will review LFUCG financial reports, recent bond documents and any relevant



Market and Economic Analysis

PES will update the market and economic impact analyses from the UGMP to consider any shifts in the market and any development projects that have been identified for the Urban Expansion Areas. We will coordinate with the LFUCG's Project Manager to reach out to active developers and property owners who may have development plans to inform the market update. The market analysis will inform the financial model's projection of future LFUCG revenues and phasing of expenditures. The fiscal impact model will be updated for the latest budget.

Identification of Funding Sources

PES has identified potential mechanisms for local funding. The analysis will be expanded to identify any state or federal funding sources that might be available to support expansion area improvements. Our team members who have worked at and for the Kentucky Transportation Cabinet (KYTC) bring particular knowledge as to state funding programs and how they might be leveraged to fund some critical infrastructure improvements. Drawing on the detailed list of capital projects, we will review the types of projects to distinguish those that benefit other residents (e.g., thoroughfare improvements) from those that benefit project residents only (e.g., local roads) and those that benefit more than one new development (shared entry road). Capital projects with additional issues (e.g., stream crossings) may affect this characterization as well. Other distinctions may arise relative to the availability of federal or state funding support.

Examples from other Kentucky communities and other areas will be researched to identify additional techniques and tools. Dwayne Guthrie and Drew Harris will contribute their knowledge and contacts to widen the search for viable funding tools. A matrix evaluation will be developed to summarize the pros and cons for each mechanism in its application to the different categories of capital projects.

Working with the LFUCG Project Manager and Leadership Team, PES will participate in developer conversations to elicit inputs on their ability to finance improvements and potential impacts of alternative funding mechanisms on project feasibility.

Regulatory and Legal Review

Drew Harris will review relevant local, state and federal regulations related to funding mechanisms identified in the preceding task. From that review, any legal constraints or requirements will be identified as input to the funding mechanism evaluation. We know that the use of impact fees may require new legislation or creation of a hybrid mechanism that can be approved under state law. Drew Harris has worked extensively on innovative funding strategies for infrastructure improvements in Kenton County, KY. He will draw on his experience and contacts with his legal counterparts around the Commonwealth to provide feedback on how other communities are addressing funding mechanism constraints imposed by state legislation.

LFUCG's Charter and relevant Ordinances will be reviewed to identify legal constraints and requirements, conferring with LFUCG's Law Department.

The purpose of the regulatory and legal review is to determine the constraints within which the funding mechanisms will need to be formulated and to identify ways to adjust the mechanisms for regulatory compliance. If necessary, legislative initiatives might be proposed.



Financial Modeling and Projections

PES will develop financial models to project funding needs and revenue generation. The models will evaluate the alternative funding mechanisms to estimate costs and benefits for use with different types of improvements. The timing of development relative to the timing of required improvements will have significant implications for the effectiveness and cost of alternative funding mechanisms. The models will test for the impact of unexpected delays in completion of proposed development and other factors affecting the timing of revenue receipt. The analysis will identify key risks and sustainability issues.

The modeling will inform the recommendations of alternative funding mechanisms for different types of improvements. Excluding mechanisms that fail to generate sufficient resources, PES will prepare detailed financial projections for the short- and long-term periods.

Strategic Planning and Recommendations

Drawing on the preceding analysis of funding mechanisms, review of legal and regulatory constraints, and the financial modeling, the PES team will develop a comprehensive funding strategy for the UGMP. The recommendations will prioritize funding mechanisms based on feasibility, impact, risks, sustainability, cost and efficiency.

Meetings with the Leadership Team, Advisory Committee and other stakeholders will test the draft recommendations. The PES team will refine the strategic recommendations, adding timelines and milestones to create a strategic capital improvements program.

Execution Goals and Action Master Plan

The PES Team will recommend execution goals and create high-level action plans for each of the recommended funding mechanisms. The action plans will encompass atep-by-step actions with responsible parties and timelines, staffing recommendations and required resources. These will serve as a framework for the Task 3 implementation handbooks.

We will identify specific deviations where needed to support UGMP and other LFUCG goals, particularly those related to affordable housing.

Ongoing Monitoring and Evaluation

The PES Team will translate the Action Master Plan into an ongoing monitoring tool with performance indicators and milestones. PES and Dwayne Guthrie will recommend evaluation methodologies and timing for periodic reviews and updating/revisions to the funding mechanisms and action plans.

Task 3. Funding Mechanisms Implementation (Optional)

As needed, the PES Team will be available to provide support and guidance to LFUCG staff in implementing the funding mechanisms. Our team members include individuals who have developed impact fee programs and who have worked directly with developing capital improvement plans; they bring hands on experience and insights to the process development and training efforts.



Recognizing that the implementation details will depend on the nature of the strategic plan and recommendations, we would anticipate refining the Task 3 scope at the time any individual work item is requested. Our budget includes the list of tasks identified in the RFP. We also have reserved \$30,000 to respond to additional items or to supplement the budget for an individual item that requires more effort (e.g., more legal documents or more meetings) than currently anticipated. If LFUCG agrees, the contract for this task could be structured on an hourly basis with a not-to-exceed cap on fees.

The base budget includes:

- 1) Provide a methodology report outlining the creation of any new funding source and how it will be charged and collected.
- 2) Provide a schedule of charges that meets all legal and administrative requirements along with a detailed methodology and template for calculating the charges.
- 3) Draft ordinances or other legal documents required to adopt any new funding source, conferring with LFUCG's Law Department.
- 4) Prepare an implementation handbook outlining administrative processes, such as appeals, annual reporting and periodic updating.
- 5) Assess and project necessary staffing levels, including roles and responsibilities.
- 6) Propose an effective leadership and governance structure with a clear decision-making process.
- 7) Recommend relevant processes and software necessary for successful implementation, which may include computerized assessment and collection software that integrates with current LFUCG software and systems.
- 8) Assist with RFP development to procure software development and implementation consultants.
- 9) Conduct training sessions for LFUCG staff on new funding mechanisms and developed processes.
- 10) Offer ongoing support and assistance through the full implementation process.

Deliverables

Contract deliverables will include:

- Infrastructure Identification and Priorization Plan with a detailed list of projects and associated costs
- Funding Strategy identifying resources and mechanisms to fund the Urban Growth Master Plan infrastructure improvements
- Funding Action Master Plan with detailed implementation tasks
- Presentation to the Urban County Council
- Optional implementation support documents including a methodology report, schedule of charges, draft ordinances, other legal documents, implementation handbooks, recommendation memoranda and software procurement assistance
- Optional training sessions and other ongoing implementation support and assistance.



Proposed Schedule and Fee

Proposed Schedule

Shown on the following page, we have proposed a preliminary schedule with Tasks I and 2 completed over a nine-month period followed by implementation support over a seven-month period at LFUCG's discretion. Upon selection, we will work with the LFUCG Project Manager to refine the schedule.

Proposed Fee

We propose to complete the outlined scope of work for a total fee of \$744,195, including salaries, overhead and direct expenses. The fee includes time for 39 biweekly meetings with the LFUCG Project Manager, at times including the Leadership Team and Project Advisory Committee. Those meetings are assumed to be virtual. We have budgeted for PES to be in Lexington seven times for in-person meetings. Up to eight two-hour stakeholder meetings arranged by LFUCG with developers and property owners are budgeted. If in-person, we will work with the LFUCG project Manager to schedule our visits accordingly. Gresham Smith team members are available to provide a local presence.

Payment for the kick-off, project coordination and Tasks 1 and 2 will be invoiced monthly based on the portion of work completed for each task item.

Our understanding of the project and the uncertain mix of implementation needs suggest that the third phase, exercised at LFUCG's option, should be handled on a time-and-materials basis with a not-to-exceed fee cap. We have included a \$30,000 reserve account for unanticipated tasks and those that are more extensive than now envisioned (e.g., multiple or more complex legal documents, additional meetings).



LPUCG Infrastructure Punding Plan Proposed Schedule (Continued)

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LFUCG Infrastructure Funding Plan Proposed Schedule (Continued)

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•	28	52	00	16	24	.		116	116		Meetings Subtotal
	16	16				\$ 6,720		16	16	\$ 16,640	Stakeholder Meetings
	12	36	00	16	24	\$ 42,000	(30)	100	100	\$ 75,900	Client, Team Meetings
											Meetings
00	80	20		40	22	\$ 63,180	(* *)	144	156	\$ 129,620	Task 3 Subtotal
						69				\$ 30,000	Reserve for Ongoing Support
		2				\$ 10,080		24	24	\$ 14,660	Training Sessions
		12				\$ 6,480		24	8	\$ 8,260	Software Procurement
		2			6	\$ 8,280		24	16	\$ 14,060	Process Recommendations
					4	\$ 4,380		4	16	\$ 5,180	Leadership, Governance
		63				\$ 3,360		00	00	\$ 4,440	Staffing Levels
		4			4	\$ 10,320		16	32	\$ 13,980	Implementation Handbook
				40		\$ 2,700			12	\$ 14,700	Draft Ordinance, Documents
Ó	(XI)	on			Ą	\$ 9,840		32	16	\$ 15,800	Schedule of Charges
					4	\$ 7,740		12	24		Methodology Report
										ementation	Task 3. Funding Mechaniams Implementation
1.0	28	28	36	80	100	\$ 98,430	12	186	272	\$ 172,310	Task 2 Subtotal
						\$ 5,820		16	12	\$ 5,820	Presentation
					4	\$ 7,740		12	24	\$ 8,540	On-Going Monitoring, Evaluation
	8	00	2		20	\$ 22,840	00	40	64	\$ 32,340	Execution Master Plan
	œ	8	16		24	\$ 20,400		40	56	\$ 35,880	Strategic Planning
	4	4	2		8	\$ 17,040		32	48	\$ 21,660	Financial Modeling
				80	00	\$ 2,190		22	00	\$ 27,790	Legal Review
	S	00	16		28	\$ 11,880		24	32	\$ 28,160	Funding Options Analysis
						\$ 6,140	4	16	12	\$ 6,140	Market, Economic Analysis
					00	\$ 4,380	*.	4	16	\$ 5,980	Financial Reports, History Review
						1				ment	Task 2. Funding Mechanisms Assessment
100	120	180	100	200	16	\$ 44,080	8	112	96	\$ 309,830	Task 1 Subtotal
20	40	40	40		8		90	40	40		Infrastructure Prioritization Plan
30	40	40	40		80	\$ 13,440		32	32	\$ 80,340	Project Evaluation, Prioritization
50	40	100	20			\$ 13,200		40	24	\$ 157,650	Project List, Cost Estimates
								elopment	Ргосеве Dev	rioritization .	Task 1 Project Identification and Prioritization Process Development
22	13	11	22	4	4	\$ 6,100	2	12	16	\$ 13,295	Project Kick-Off, Schedule
											Kick-Off
\$200	\$255	\$190	\$270	\$300	\$200		\$80	\$195	\$225		Hourly Rate
Cull, Transport. Engineer	McClaren, Senior Civil	Masterson, Senior Landscape Architect	Hendrix, Senior Transport. Engineer	Harris, Attorney	Guthrie Principal	PES Total	Analyst	Ferretti, Principal	Morrison, Principal	Total Fee	Taake
	n Smith	Gresham Smith		D. Harris	DPGuthrie	tions	nomic Solu	Partners for Economic Solutions	Par		



				ea.	PES Team Budget (Continued)	get (Contin	ned)			
		£	Gresham Smith	10 × 8		×	Civil De	Civij Design, Inc.	The state of	
Tako	Deatherage, Transport. Planner	Civil Engineer	Civil EIT	Admin Assistant	Gresham Smith Total	Corwin, Project Manager	Moore, Project Engineer	Ford, Project Engineer	CSI Total	Total Hours
Hourly Rate	\$175	\$185	\$135	\$100		\$210	\$180	\$110		
Kick-Off										
Project Kick-Off, Schedule	63	73	1	80	\$ 5,195				•	68
Task 1 Project Identification and Prioritization Process Development	rioritization P	госева Dеvе	lopment							
Project List, Cost Estimates	90	80	200	4	\$ 95,550	120	40	150	\$ 48,900	809
Project Evaluation, Prioritization	100	40	40	4	\$ 65,300					406
Infrastructure Prioritization Plan	40	40	40	4	\$ 52,800					360
Task 1 Subtotal	190	160	280	12	\$ 213,650	120	40	150	\$ 48,900	1,374
Task 2. Funding Mechanisms Assessment	0									
Financial Reports, History Review					un				69	28
Market, Economic Analysis									•	32
Funding Options Analysis	16				\$ 10,680				60	132
Legal Review					600				49	86
Financial Modeling	4				\$ 3,020				•	102
Strategic Planning	16				\$ 10,680				•	168
Execution Master Plan	80				\$ 5,500				69	158
On-Going Monitoring, Evaluation									69	
Presentation									69	28
Task 2 Subtotal	44		•0	•	\$ 29,880	*	ij	æ	•	186
Task 3. Funding Mechanisms Implementation	ementation									
Methodology Report					•				•	40
Schedule of Charges					\$ 5,160				•	92
Draft Ordinance, Documents					•				•	52
Implementation Handbook	12				\$ 2,860				•	89
Staffing Levels	*				\$ 1,080				69	22
Leadership, Governance									•	24
Process Recommendations	24				\$ 4,580				•	72
Software Procurement	00				\$ 1,780				•	42
Training Sessions	24				\$ 4,580				69	74
Reserve for Ongoing Support					•				69	
Task 3 Subtotal	72	•	# €		\$ 20,040	ě		•	•	470
Meetings						The second				
Client, Team Meetings	36	24		15	\$ 24,300					371
Stakeholder Meetings	16				\$ 9,920				•	80
Meetings Subtotal	52	24		15	\$ 34,220				1000	
Total Labor	360	186	281	32	\$ 302,985				4	3,149
Expenses					\$ 4,000					
Total Roo					\$ 306,985				\$ 49,900	



Bid Submission Documents

AMERICAN RESCUE PLAN ACT

AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government ("LFUCG") may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter "bidder," or "contractor") agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act ("ARPA"), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the 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 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 shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the 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(I). 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 enchanics 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 Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

		Type text here	
Signature	Date		
Anda Morrison	ş	320 <u>51.9</u> 1143.800864	

AFFIDAVIT

Comes the Affiant, Anita Morrison, and after being first duly sworn, states under penalty of perjury as follows:

- 1. His/her name is Anita Morrison and he/she is the individual submitting the proposal or is the authorized representative of Partners for Economic Solutions, LLC, the entity submitting the proposal (hereinafter referred to as "Proposer").
- 2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
- 3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
- 4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
- 5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
- 6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

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	013 30 30 M	02/31/2028	sion expires:	My Commiss
BIANCA B ESTES Notary Public - State of Florida Commission # HH 526896 Expires on May 31, 2028			, 20 Z5	Of January
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Produced DRIVER LICENSE			online notarization, g instrument was su Known OR \$ oduced	The foregoin
			Раѕсо	COUNTY OF
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	5025	Z/9I/IO	nita Morrison	A

Notarized remotely online using communication technology via Proof.

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and

illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

<u>Bidders</u>

IMVe agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Partners for Economic Solutions, LLC
Name of Business

2ıgnature

Morrison

WORKFORCE ANALYSIS FORM

Name of Organization: Partners for Economic Solutions, LLC

Categories	Total	Hisp	nite lot panic or ino)		oanic atino	Blac Afric Amer (N Hisp or La	an- rican ot anic	Nat Hawa and O Pac Islar (N Hisp or La	aiian Other cific nder ot anic	His	n (Not panic atino	Inc Ala N His	erican lian or askan ative (not spanic Latino	ra () His	vo or nore nces Not panic Latino	То	tal
		М	F	М	F	М	F	М	F	М	F	М	F	М	F	М	F
Administrators																	
Professionals	2		2														2
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	_
Office/Clerical																	
Skilled Craft																	_
Service/Maintenance																	
Total:	2		2														2

Prepared by: Anita Morrison	Date: 1	<u>, 16</u>	_ _/ 25
	(Name and Title)		Revised 2015-Dec-15

DIRECTOR, DIVISION OF PROCUREMENT 200 EAST MAIN STREET LEXINGTON-FAINGTON, KENTUCKY 40507

MOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL MOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
859-258-3323

Firm Submitting Proposal: Partners for Economic Solutions, LLC

Complete Address: 349 Cedar St, NW, Washington, DC 20012

Street City Zip

Contact Name: Anita Morrison Title: Principal

Telephone Number: 202 621-9103 Fax Number: 240 303-2541

Email address: amorrison@pesconsult.com



Company

Partners for Economic Solutions, LLC

Bid/RFP/Quote Reference # 56-20244 **LEUCG MWDBE PARTICIPATION FORM**

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

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				.5.
%L'9	006'6†\$	Life-cycle costing, stormwater analysis	M E	2. Civil Design, Inc.
%G.7£	016,872\$	Funding strategy, implementation support, pro ect management	M E	Solutions, LLC
% Value of Total Contract	Total Dollar Value of the YateW	Work to be Performed	MBE\AOSB\SDAOSB DBE\WBE	MWBE Company, Name, Address, Phone, Email

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

Company Representative

nosimoM stinA

			representative submits the	
		×		.4
				V
			-	
				3.
%1.9	006'6†\$	Life-cycle costing, stormwater analysis	M E	2. Civil Design, Inc.
%G.T£	016,872\$	Funding strategy, implementation support, pro ect management	M E	Solutions, LLC
Contract	Value of the Work			Phone, Email
IstoT	Dollar	Performed	WBE/VOSB/SDVOSB	Name, Address,

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	Partners for Economic Solutions, LLC	Date:	January 16, 2025	
Project Name:	Infrastructure Funding Plan	Project Number:	56-2024	<u></u>
Contact Name:	Anita Morrison	Telephone:	202 621-9103	
Email:	amorrison@pesconsult.com			
disadvantaged but in the procurement	the Minority Business Enterprises inesses, minority-, women-, vetont process and to promote econormic viability of Lexington-Fayet	eran-, and service-disa nic inclusion as a busi	bled veteran-owned ness imperative ess	d businesses
disabled veteran- of contracts with Bidder/Proposer of steps to ensure the service-disabled	I and disadvantaged businesses, owned businesses, must have an public funds spent from certain certifies that it has taken, and if nat small and disadvantaged businesses, are performance of any subcontracts	n equal opportunity to n discretionary agreen there are further oppo- sinesses, including min provided an equal op	be utilized in the prents. By submitting ortunities will take, nority-, woman-, very oportunity to comp	performance ng its offer, , reasonable eteran-, and
	submitted in response to this cla this form may cause the bid or p			evaluation.
Is the Bio	dder/ Proposer a certified firm	? Yes ☑ No □		
If yes, indicate a	all certification type(s):			
DBE □	MBE □	WBE ☑	SBE \square	VOSB/SDVOSB □
11 * 1	py of the certificate and/or certificate Program's (MBEP) certified		rently listed on the	city's Minority
last two years t	of firms that Bidder/ Proposer that are minority-owned, wore ir certification status.			
And Access, LLC	C; Ochoa Urban Collaborative, L	LC; GIS Education an	nd Research Servies	, LLC
2. Does Bidder/F Yes ☑	Proposer foresee any subcontra No □	ecting opportunities f	or this procureme	nt?

Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.	×			
and requirements of the solicitation.				
Bidder provided small, DBE, MBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicited work with prompt access to the plans, specifications, scope of work,	×			
Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.				
Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.				
Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.				
Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.	×			
Bidder sponsored an Economic Inclusion Outreach event.				
Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.				
Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.				
Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, VOSBs and/or SDVOSBs for the solicitation.				
Check the good faith and outreach efforts the Bidder/Proposer used to encourage the rticipation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and WOSBs:				
Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.				
If yes, please complete the following pages and submit all pages with your bid and/or proposal.				
rst page with your bid and/or proposal. Click or tap here to enter text.				
If no, please explain why in the field below. Do not complete the rest of this form and submit this				

X	Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
	Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
	Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
	Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
×	Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

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Click or tap here to enter text.
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For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

<u>Note</u>: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the 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 and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

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.

Date	Company Representative Principal Title	
Company January 16, 2025		
Partners for Economic Solutions, LLC	Anita Morrison	Anda Morrison

I 'A '6089-576I-0L8t

PES contacted the following entities with direct phone call solicitations to participate in the above-referenced RFP:

Mon-responsive
Mon-responsive
Mon-responsive
Mon able to provide services
Mon able to provide services
Mon able to provide services
Mon able to provide services
Mon able to provide services
Mon able to provide services
Mon able to provide services

Paladim, Inc.
True Inspection Services, LLC
Cornerstone Engineering, Inc.
Salf River Engineering
LECGI Inc.
Team Fishel Engineering of Virginia, LLC
Brownsafield Development, LLC
Third Rock Consultants, LLC
Capital Filtrations Inc.

GENERAL PROVISIONS

 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.
- 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.

- 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,
- 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.
- 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 shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
- 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

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- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the contract according to its terms, conditions and specifications;

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.

- 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, in such Court for the limited and sole purpose of proceedings relating to this in such Court for the limited and sole purpose of proceedings relating to this scomplished by following the procedures prescribed by law.
- 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.
- 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.
- 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.

Morrison	Anda
	V

Signature

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.91

January 16, 2025

349 Cedar Street, NW Washington, DC 20012 www.PESconsult.com



<u>PART VI</u>

CONTRACT AGREEMENT

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PART VI

CONTRACT AGREEMENT

THIS AGREEMENT, made on the 27th day of more 2025, by and between Lexington-Fayette Urban County Government, acting herein called "OWNER" and J.E.M. Properties dba JEM Services, doing business as a corporation located in the City of Georgetown, County of Scott, and State of Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of <u>one hundred</u> thirteen thousand eight hundred eighty-six Dollars and <u>No</u> Cents (\$113,886.00) quoted in the proposal by the CONTRACTOR, dated <u>March 18, 2025</u>, hereby agree to commence and complete the construction described as follows:

1. SCOPE OF WORK

The CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, General Conditions, Special Conditions of the Contract, the Specifications, Contract Documents, and IonWave Q&A and Addenda, therefore as prepared by <u>Brandstetter Carroll Inc.</u> for the <u>LFUCG Detention Center Portable Classroom Building</u> project.

2. TIME OF COMPLETION

The date estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as May 5, 2025 to final completion date. The time shall begin in accordance with the Notice to Proceed provided by OWNER.

3. ISSUANCE OF WORK ORDERS

Notice to begin Work will be given in whole or for part of the Work as determined by the OWNER pending the availability of funds. The order of construction will be as determined after consultation between the CONTRACTOR and the OWNER.

4. THE CONTRACT SUM

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, as quoted in the proposal, subject to any additions and deductions, as provided therein and in accordance with CONTRACTOR's Lease Agreement 024-2025-01.

5. PROGRESS PAYMENTS

The OWNER shall make payments on account of the Contract, as provided in accordance with the General Conditions, less the aggregate of previous payments.

6. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due within ninety (90) days after completion of the Work, provided the Work be then fully completed and the Contract fully accepted.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the Work has been paid.

If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, the OWNER shall without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted and in accordance with CONTRACTOR's Lease Agreement 024-2025-01. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

7. THE CONTRACT DOCUMENTS

The Advertisement for Bids, Information for Bidders, the General Conditions, Performance and Payment Bonds, Contract Agreement, Special Conditions, Technical Specifications, any and all Addenda, and Proposal, Ion Wave Q&A, CONTRACTOR's Lease Agreement 024-2025-01, and Plan Drawings form the Contract, and they are fully a part of the Contract as if hereto attached or herein repeated.

8. EXTRA WORK

The OWNER, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such Work shall be executed and paid for in accordance with the General Conditions, which is a part of this Contract.

9. THE FOLLOWING IS AN ENUMERATION OF THE SPECIFICATIONS AND DRAWINGS (CONTRACT DOCUMENTS):

SPECIFICATIONS

SECTION NO.	TITLE
I	Advertisement for Bids
II	Information for Bidders
III	Form of Proposal
IV	General Conditions
V	Special Conditions
VI	Contract Agreement
VII	Performance and Payment Bonds
VIII	Addenda
IX	Technical Specifications and Drawings

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

	(Seal)	Lexington-Fayette Urban County Government. Lexington, Kentucky (Owner)
eputy	ATTEST: Markemie Stock Clerk of the Urian Council	BY: MAYOR
700	(Witness)	Mayor (Tide)
	(Seal)	Mc (Contractor)
¥0	Any McCullough (Secretary)*	BY: John McCollough
	(Witness)	President (Title)
		115 Bold Bidder Georgetown KY 40324 (Address and Zip Code)

IMPORTANT: *Strike out any non-applicable terms.

Secretary of the Owner should attest. If the CONTRACTOR is corporation, Secretary should attest. Give proper title of each person-executing Contract.



LEASE AGREEMENT NO.: 024-2025-01

MAILING ADDRESS: J.E.M. Properties, Ltd. 115 Bold Bidder Ct Georgetown, KY 40324 RETURN EQUIPMENT TO: J.E.M. Properties, Ltd. Call (859) 229-0946 for Return Location

Telephone:

(859) 229-0946

J.E.M. Properties, Ltd. ("Lessor") hereby leases the equipment specified below (the "Equipment") to:

Lessee
Lexington-Fayette Urban County Government Kentucky
200 East Main Street
Lexington, KY 40507

The Equipment will be located at:
(Subject to Section 4 on the attached pages):
600 Old Frankfort Cir
Lexington, KY 40510

Site Contact: Leon Powell
Site Phone#: 859-230-4978

Lessee hereby leases the Equipment (defined below) from Lessor for a minimum period of 12 months, payable on a 28-day billing cycle (the "Minimum Lease Period") commencing upon Lessee fully executing Lessor's Delivery and Accepted Agreement ("DAA") and continuing until the expiration of the 12th calendar month thereafter in accordance with this summary of basic terms (the "Summary of Terms") and the Terms and Conditions (defined below). Lessee agrees to fully execute the DAA with Lessor upon completion of Equipment delivery and installation. Lessee agrees to not withhold execution of the DAA for delays not caused by Lessor or delays in Lessee's work unrelated to Lessor's scope of work. The Summary of Terms and the Terms and Conditions are collectively referred to herein as this "Lease".

Lessee agrees to pay Lessor without demand the Monthly Rental Charges set forth below and all other charges set forth in this Lease on the due dates set forth in this Lease.

The leased equipment (the "Equipment") consists of modular buildings consisting of approximately 1,680 SF total area, as follows:

(1) '28'x60' Wet Double Classroom

Unit	Size	Class	Serial No.	Unit No.	Monthly*	Insurance Value
Classroom	14x64	VB	KCB-32393001	A	2,288.38	\$65,000
Classroom	14x64	VB	KCB-32393002	В	2,288.39	\$65,000
				Total	\$4,576.77	\$130,000





Delivery, installation, and removal charges will be \$54,387.99 and includes the delivery, installation, skirting, decks, steps, ramps, temporary waste tank (weekly service of waste tank is included in monthly rental charges), as well as, knock down and removal of the facility and the time of return.

Lessee intends to use the Equipment for the following purpose: Classroom

The owner of the real estate on which the Equipment will be located is 200 East Main Street, Lexington, KY 40507, and the property where the Equipment will be installed and located is 600 Old Frankfort Cir, Lexington, KY 40510 (the "Property").

The attached pages (Form JEM-Op-Lease01) contain terms and conditions that are an integral part of this Lease and are incorporated herein by reference (the "Terms and Conditions"). The Terms and Conditions include but are not limited to disclaimers of warranties of merchantability and fitness and limitations on damages.

Lessor will not proceed on any work under this Lease absent issuance of a full Notice to Proceed by Lessee.

Signed by duly authorized agents, with the intent to be legally bound, this _____ day of _____, 20___

Signed by duly authorized agents, with the intent to be logarly bearing, and any or, as					
J.E.M. Properties, Ltd. ("Lessor")	Lexington-Fayette Urban County Government Kentucky ("Lessee")				
By: <u>Shu McC</u> Name: <u>Shu McWillows</u> h Title: <u>Prosition</u> t	By: Name: Title:				

TERMS AND CONDITIONS OF LEASE AGREEMENT

The term of this Lease shall be effective for the Minimum Lease Period and will continue month-to month thereafter until terminated pursuant to Section 5 (the "Term"). The Minimum Lease Period will not be delayed, and no abatement of rent will be granted to Lessee or alteration of the required (12) month minimum rental period, regardless of when the DAA is signed, including delays arising out of Covid-19 (including, without limitation, work shutdowns required by any governmental authority or worker shortage arising therefrom) or any other reason not caused by Lessor. Lessor reserves the right of rejection or require additional credit verification. Lessee shall not be responsible for damages to Lessor for any delay in the delivery of the Equipment at the Installation Site and execution of the DAA arising out of any cause outside the reasonable control of Lessee; provided, however, if such delay continues for more than sixty (60) days after the manufacturer's scheduled delivery date, Lessee shall reimburse Lessor for the actual costs incurred by Lessor to store the Equipment, plus overhead charges equal to five percent (5%) of such storage costs.

Delivery and Installation of the Equipment 2.

Lessor shall deliver, assemble and make the Equipment operational in a timely manner in accordance with the Subcontract. Upon notification from Lessor that installation of the Equipment has been completed, Lessee shall visually inspect the equipment and advise Lessor of any deficiencies that require correction. Within three (3) days after correction of all such deficiencies is completed, Lessee shall fully execute the DAA confirming the Equipment has been accepted. Delivery of the DAA will start of the Minimum Lease Period and the beginning of Lessee's obligation to pay Monthly Rental Charges. Lessee shall not unreasonably withhold the fully executed DAA. If Lessee fails to deliver to Landlord the DAA or, in the alternative, written notice of previously noted deficiencies that remain uncorrected within the required three (3) day period Lessee shall be deemed to have accepted the Equipment and the Minimum Lease Period shall immediately commence (unless it has already commenced).

Lessee shall be solely responsible for site selection, local code compliance, all zoning approvals, permits (except transport permits), and providing a level and truck-accessible installation site (the "Installation Site"), both at time of installation and removal of the Equipment. The Installation Site shall be in sufficient condition to bear a minimum load of 2000 pounds PSF and be clear of all obstructions both above and below ground. Lessor shall not be responsible for any settlement of the Equipment at the Installation Site. If at any point in time before or during installation Lessor determines the Installation Site conditions are unsafe or insufficient for installation of the Equipment, as determined in Lessor's reasonable discretion, Lessee shall correct all such conditions prior to the completion of the installation of the Equipment.

Lessee may deliver change orders related to the Equipment to Lessor. Lessee will be solely responsible for all additional costs and expenses related to such change orders, which costs and expenses may, upon Lessor's approval, be added to the Monthly Rental Charges. Any delay in the delivery and installation of the Equipment caused by Lessee's change orders shall not cause a delay of commencement of the Minimum Lease Period.

3. Rent; Late Charges; Interest

During the Term, Lessee shall pay Lessor the Monthly Rental Charges in immediately available funds. Invoices for Monthly Rental Charges shall be billed on a 28-day billing cycle and Monthly Rental Charges will not be abated or prorated for any partial billing cycle. Each installment of Monthly Rental Charges shall be due and payable monthly, in advance, on the first day of each 28-day billing cycle during the Term, and shall be paid without notice, demand, counterclaim, set-off, deduction, abatement, deferment or recoupment. If any payment of Monthly Rental Charges is more than thirty (30) days late, Lessee shall pay a late fee equal to five percent (5%) of the outstanding amount. In the event any Monthly Rental Charges or any other amount due under this Lease is not timely paid, such amount shall bear interest at the lesser of eighteen percent (18%) per annum or the maximum non-usurious rate of interest permitted by applicable law (the "Default Rate").

Return of Equipment 4.

Upon expiration or termination of this Lease, Lessee shall surrender the Equipment to Lessor in "broom clean" condition ordinary wear excepted. Prior to the return of the Equipment, whether upon termination of this lease or upon repossession by Lessor, Lessee shall immediately disconnect all utilities connected to the Equipment, remove all personal property of Lessee, its subtenant or their respective employees from the Equipment and vacate the Equipment. Prior to repossession the Equipment (whether upon expiration or termination of this Lease or Lessor's

TERMS AND CONDITIONS OF LEASE AGREEMENT

exercise of its repossession rights) Lessee shall remove all barriers or restrictions to such repossession so that the Equipment is readily accessible for removal by truck without additional inconvenience or expense to Lessor. Lessor shall not be liable for keeping or storing any personal property left in, on or around the Equipment; such personal property will be deemed abandoned by Lessee and Lessee herby consents to the disposal of such personal property by Lessor, at Lessee's expense. Lessor shall advise Lessee in writing of any required repairs to the Equipment, other than normal wear and tear, prior to removal from the Installation Site. To the extent permissible by law Lessee shall indemnify, defend and hold Lessor harmless from any and all claims of Lessee or third parties arising from any return, retaking or repossession of the Equipment by Lessor, unless caused by the sole negligence or willful misconduct of Lessor. This shall not be deemed a waiver of sovereign immunity or any other third party defense. Any restoration of the Installation Site after removal of the Equipment shall be Lessee's sole obligation. The foregoing indemnification obligation shall survive the termination of this Lease.

5. Termination of Lease

- (a) Except as otherwise provided herein, this Lease shall terminate upon expiration of the Minimum Lease Period provided Lessee delivers written notice not less than sixty (60) days prior to expiration of the Minimum Lease Period confirming the Equipment will be ready for removal by Lessor upon expiration of the Minimum Lease Period (the "Termination Notice"). Late delivery of the Termination Notice shall result in a month-to-month renewal of this Lease pursuant to subsection (b) below until expiration of the sixtieth (60th) day after the date of the Termination Notice.
- (b) Unless otherwise agreed in writing by the parties, if Lessee continues to possess or occupy the Equipment after expiration of Minimum Lease Period, with or without consent of Lessor, Lessee will be deemed to have renewed this Lease on a month-to-month basis on the same terms as set forth in this Lease, including the Monthly Rental Charges, and may be terminated by either party upon sixty (60) days prior written notice to the other party. Monthly Rental Charges shall increase to \$4,791.00 for up to an additional twelve months. If the Lease extends month-to-month beyond twelve months, Lessor reserves the right to increase the Monthly Rental Charges to align with market conditions.
- (c) If, prior to the Minimum Lease Period, Lessee terminates this the Order for Equipment related to this Lease, Lessee will pay to Lessor all amounts permitted under the Federal Acquisition Regulations ("FAR") termination for convenience clause ("Early Termination Fees") and Lessee's obligation to pay Monthly Rental Charges shall cease as of expiration of the calendar month in which such early termination is effective. Payment of such Early Termination Fees to Lessee's payment of the Early Termination Fees to Lessor.

6. Ownership; No Liens

The Equipment shall, at all times, remain the property of Lessor and no right, title or interest in the Equipment shall pass to Lessee other than the right to quiet enjoyment of the Equipment during the Term. Lessee shall keep the Equipment free from any and all liens, security interests, claims and other encumbrances (other than those placed on the Equipment by Lessor) and shall not do or permit any act or thing to occur which would cause Lessor's title or rights to be encumbered or impaired. The Equipment is, and shall at all times remain, personal property, notwithstanding that the Equipment or any component thereof may now be, or may hereafter become, in any manner affixed or attached to any other personal or real property. If permitted by Lease, Lessor may place advertising or its name on the Equipment and Lessee will assure that such advertising or name is not removed or concealed in whole or in part.

7. Use

Lessee shall cause the Equipment to be used solely for its intended purpose in the ordinary course of Lessee's business. The Equipment shall be used in compliance with any and all applicable federal, state and local laws, statutes, rules and regulations. The Equipment shall at all times be kept at the Installation Site and no portion of the Equipment shall be removed therefrom without Lessor's prior written consent, exercised in its sole and absolute discretion. Lessee shall pay all costs, expenses, fees, and charges incurred with its the use and operation of the Equipment during the lease period. Lessor shall pay licensing and registration fees and federal or state net income taxes assessed against Lessor on or measured by rents payable hereunder or the net income from the Equipment.

8. Maintenance of the Equipment

(a) Lessee will not make any alterations, additions or improvements to the Equipment without the prior written consent of Lessor. Notwithstanding Lessor's consent to any alteration, addition or improvement to the Equipment,

TERMS AND CONDITIONS OF LEASE AGREEMENT

Lessee shall be liable for the cost of the removal of same or restoration of the Equipment upon expiration or termination of this Lease.

(b) Lessee shall, at its sole cost and expense, at all times keep the Equipment in good and efficient working order, condition, and repair, and shall keep, and maintain thereon such identification of ownership as Lessor may require. Lessee shall bear the risk of damage, theft or destruction of the Equipment from every cause, and shall make all replacements, repairs, or substitutions of parts or equipment thereon at its sole cost and expense, all of which shall constitute an accession to the Equipment, and title hereof shall vest in Lessor. Should the Equipment be damaged by any reason and be capable of repair, Lessor shall repair same at Lessee's expense, or, at Lessor's option, Lessee shall repair the same at Lessee's expense to Lessor's specifications, as quickly as circumstances permit. Lessee shall be responsible for all damages caused by moisture or water intrusion not reported promptly to Lessor for correction and repair.

Limited Warranty

The Equipment will have a 1-year warranty to be free from material defects; provided, however, Lessor shall be responsible for latent defects in the Equipment regardless of when they are identified.

THE EQUIPMENT IS LEASED TO LESSEE "AS IS" "WHERE IS" AND "WITH ALL FAULTS", AND ALL RISKS, AS BETWEEN LESSEE AND LESSOR, ARE TO BE BORNE BY LESSEE AT ITS SOLE COST AND EXPENSE. EXCEPT AS OTHERWISE PROVIDED HEREIN, LESSOR MAKES NO WARRANTY OF ANY KIND WITH RESPECT TO THE EQUIPMENT, WHETHER EXPRESS OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OTHER WARRANTEES OF WHATEVER KIND, WHETHER ARISING BY STATUTE, FROM A COURSE OF DEALING OR USAGE OF TRADE, OR OTHERWISE, ARE HEREBY DISCLAIMED BY LESSOR AND WAIVED BY LESSEE. WITHOUT LIMITING THE FOREGOING, LESSOR EXPRESSLY WAIVES ANY LIABILITY WHATSOEVER FOR ANY DAMAGES INCURRED, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH THE EQUIPMENT, INCLUDING LOSS OF REVENUE OR PROFIT AND ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. LESSEE HEREBY WAIVES ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY, ABSOLUTE LIABILITY OR NEGLIGENCE) IT MIGHT HAVE AGAINST LESSOR FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY OR WITH RESPECT TO ANY OF THE EQUIPMENT, EXCEPT FOR THEIR WORKERS CAUSING PERSONAL INUURY OR PROPERTY DAMAGE WHILE ON LFUCG PROPERTY.

LESSOR'S TOTAL LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER ARISING UNDER OR RELATED TO THIS LEASE, OR THE TRANSACTIONS CONTEMPLATED HEREBY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, IN TORT OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL MONTHLY RENTAL CHARGES PAID BY LESSEE TO LESSOR UNDER THIS LEASE. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS LEASE, INCLUDING INTERRUPTION OF SERVICE, LOSS OF REVENUE OR PROFIT, LOSS OF TIME OR BUSINESS, OR ANY SIMILAR LOSS, EVEN IF LESSOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDE IN THIS LEASE.

10. Indemnity

Except for damages, claims or losses, due to Lessor's acts or negligence, Lessee, to the extent permitted by law, shall indemnify, defend and hold Lessor, its agents and employees, harmless of and from any liability for losses, damages, claims, injury to or death of any person, demands, damage to property or liability of any kind or nature whatsoever, including legal expenses and attorneys' fees to the extent arising from Lessee's use, maintenance and operation of the Equipment, or from the acts or omissions of any person or persons using or possessing the Equipment with Lessee's express or implied consent. This shall not be deemed a waiver of sovereign immunity or any other third party defense. This Section 10 shall survive the expiration or termination of this Lease.

11. Insurance

Lessee, at Lessee's sole cost and- expense, shall obtain and maintain during the entire Term with an insurer acceptable to Lessor (a) comprehensive or commercial property damage and liability insurance and insurance against loss or damage to the Equipment, including, without limitation, loss by fire, theft, lightning, flood, vandalism, windstorm, named storms, collision, explosion and such other risks of loss as are customarily insured against with respect to the

TERMS AND CONDITIONS OF LEASE AGREEMENT

type of Equipment for full replacement value of the Equipment with a maximum deductible of \$5,000; and (b) comprehensive general liability all-risk insurance for personal injury, bodily injury and property damage in the amounts of \$1,000,000 per occurrence as to personal injury liability and \$1,000,000 as to property damage.

Lessee's liability insurance shall be primary during the Term. It is understood that procurement of insurance by Lessee as herein provided shall not, and does not, affect Lessee's covenants, obligations and indemnities under this Lease, and the loss, damage to, or destruction of any of the Equipment shall not terminate this Lease, or any Equipment Order, and shall not, except to the extent, and only to the extent, Lessor is fully compensated by insurance paid for by Lessee, relieve Lessee of any of the Lessee's liability hereunder. Lessee is and shall be and remain a full insurer of the Equipment.

To the extent permissible by law, all insurance policies required under this Section 11 shall name Lessor as Additional Insured and Loss Payee and shall not be subject to material modification or cancellation without thirty (30) days' prior written notice of Lessor. Prior to delivery of the Equipment, Lessee shall delivery written evidence, reasonably satisfactory to Lessor, of all required insurance coverage. In the event Lessee retains possession of the Equipment after expiration of the Minimum Lease Period, Lessee shall pay to Lessor, in addition to the Monthly Rental Charges, an amount equal to Lessor's monthly cost to maintain loss of income insurance on the Equipment.

12. Default

Lessee shall be in default (a "Default") if: (i) Lessee fails to pay any installment of Monthly Rental Charges or other amounts payable under this Lease within thirty (30) days when due; (ii) Lessee fails to comply with any other of the terms, covenants, or conditions herein and fails to cure same within thirty (30) days of written notice from Lessor of same; or (iii) Lessee or any creditor of Lessee files for relief under any bankruptcy or similar law for the relief of debtors, or if Lessee shall make any assignment for benefit of creditors, of if a receiver be appointed to take possession of any of the assets of Lessee. Upon the occurrence of a Default Lessor may, at its option, terminate this Lease and Lessee's right to possession of the Equipment, upon which any rights of Lessee in the Equipment shall cease, the Equipment shall be surrendered to Lessor, and Lessor may take immediate possession thereof and Lessor is hereby authorized by Lessee to enter the Installation Site for the purpose of taking possession of the Equipment. Repossession by Lessor shall not effect the right of Lessor to recover from Lessee any and all damages that Lessor shall have sustained due to the breach of any of the covenants, terms, or conditions of this Lease. Lessee shall continue to be responsible for all remaining Monthly Rental Charges for the remainder of the Minimum Lease Period and for the payment of any other amounts to be made by it hereunder. Lessor shall make reasonable efforts to (a) relet the Equipment or any portion thereof for such periods, at such rental amounts as it deems advisable, and after deducting its costs and expenses in such reletting, may apply any net proceeds received therefrom to the amounts payable by Lessee hereunder, or (b) sell the equipment or any portion thereof, and after deducting its costs and expenses in connection with said sale or sales, apply the net proceeds thereof to the amounts payable by Lessee hereunder, and Lessee shall pay any deficiency as determined by the amount the net proceeds of said sale or reletting is less than the amount to be paid by Lessee hereunder. LESSEE ACKNOWLEDGES THAT PURSUANT TO THIS SECTION 12. LESSOR HAS THE RIGHT TO REPOSSESS THE EQUIPMENT SHOULD LESSEE DEFAULT ON ITS OBLIGATIONS UNDER THIS LEASE.

13. Assignment and Subletting

- (a) Lessee will not have the right to assign this Lease or to sublet, rent or otherwise hire out or transfer possession of any of the Equipment to any person or entity other than Lease, without the prior written consent of Lessor. Lessor, at its option, may assign this Lease and the rentals received under this Lease. If Lessor makes such an assignment, the assignee will acquire all rights and remedies possessed by or available to Lessor under this Lease.
- (b) Lessee agrees to furnish, from time to time, within seven (7) days after receipt of a request from Lessor or Lessor's assignee, a statement certifying, if applicable, all or some of the following: Lessee is in possession of the Equipment; this Lease is in full force and effect; this Lease is unmodified (except as disclosed in such statement); Lessee claims no present charge, lien, or claim of offset against Monthly Rental Charges; the Monthly Rental Charges have been paid for the current month, and are not prepaid for more the one (1) month and will not be prepaid for more than one (1) month in advance; there is no existing default by reason of some act or omission by Lessor; that Lessor has performed all inducements required of Lessor in connection with this Lease, including delivery and installation

TERMS AND CONDITIONS OF LEASE AGREEMENT

obligations; an acknowledgment of the assignment of this Lease to the assignee and agreement to be bound thereby; and such other matters as may be reasonably required by Lessor or Lessor's assignee.

14. Inspection by Lessor

Lessor may inspect the Equipment after written notice, and subject to the security regulations of Lease. Prior to commencement of the Minimum Lease Period Lessee shall deliver notice to Occupant of Lessor's right to enter the Installation Site for inspection or repossession of the Equipment.

15. Accidents and Claims

Lessee shall notify Lessor of any casualty event involving the Equipment within 24 hours by telephone and within 48 hours in writing. Said report shall state the time, place, and nature of the casualty event, the damage sustained, the addresses of persons involved, persons injured, and witnesses, and any other information relating to said event, and shall promptly forward to Lessor all correspondence, notices, or documents received in connection with any claim or demand relating to the Equipment or its operation. Unless Lessor caused the casualty event, Lessee's obligation to pay Monthly Rental Charges will continue for any damaged equipment will continue until a final settlement check has been received by Lessor from Lessee's insurance provider. If the casualty event was caused by Lessor, Monthly Rental Charges shall be reasonable abated based on the proportion of the Equipment that is damaged.

16. Notices

All notices required under the terms and provisions of this Lease shall be in writing addressed to the parties at the addresses appearing in the Summary of Terms, or at such other addresses either party may from time to time notify the other in writing, and such notices shall become effective: (i) upon hand delivery; (ii) the next business day when deposited with a national overnight delivery service, or (iii) three (3) days after deposit in the United States mail, with proper postage prepaid.

17. Net Lease

This Lease Agreement is a net lease and Lessee's obligations to pay all Monthly Rental Charges and other amounts payable hereunder shall be absolute and unconditional and, except as otherwise expressly provided in this Lease, shall not be subject to any; (i) delay, abatement, reduction, defense, counterclaim, set-off, or recoupment; (ii) damage to or destruction of the Equipment, or (iii) dissatisfaction with the Equipment, or (iv) off sets or charge backs from contracts of work scopes, or otherwise, including any claims against Lessor under the Subcontract or any present or future claim against Lessor or the manufacturer, supplier, reseller or vendor of the Equipment. Except as expressly provided herein, this Lease and any Order for Equipment related hereto shall not terminate for any reason, including and defect in the Equipment or Lessor's title thereto or any destruction of loss of use of any item of Equipment, except and to the extent a defect in the Equipment exists that is the responsibility of the Lessor which Lessor fails to cure within thirty (30) days' notice from Lessee, provide that if the defect cannot be cured within such thirty (30) day period, Lessor shall have a reasonable time to complete the cure if Lessor commences the cure within such thirty (30) day period and diligently pursues same. Lessee may terminate this Lease at any time by paying Lessor, in full, all Monthly Rental Charges for the Minimum Lease Period plus all other unpaid Lessee obligations, including, without limitation, additional amounts for month-to-month extensions beyond the Minimum Lease Period (including any applicable notice period) pursuant to Section 5.

18. Uniform Commercial Code Provisions

The parties intend for this Lease to constitute a true lease of the Equipment under the Uniform Commercial Code as in effect in the State of KY (the "UCC") and all other applicable laws. If this Lease is determined to be other than a true lease, Lessee hereby grants to Lessor a security interest in the Equipment and all proceeds and products thereof. Lessee hereby authorizes Lessor to file any financing statements or related filings as Lessor may reasonably deem necessary or appropriate.

19. Further Assurances

Lessee shall promptly execute and deliver to Lessor such further documents, including financing statements, and take such further action as Lessor may reasonably request in order to more effectively carry out the intent and purpose of this Lease.

TERMS AND CONDITIONS OF LEASE AGREEMENT

Entire Agreement 20.

This Lease constitutes the entire agreement of the parties and supersedes all previous and contemporaneous oral and written negotiations, commitments, writings and understandings. Nothing in this Lease is intended or shall be construed to create any rights in any third-party beneficiaries.

21. Amendment

This Lease may be amended only by written agreement of both parties.

Choice of Law and Venue

This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky (but not including its conflict of laws rules if and to the extent such rules would apply the substantive laws of another jurisdiction). Venue for litigation of any dispute arising under this Lease or any lawsuit to enforce or interpret this Lease shall be in an appropriate court located in Fayette County, Kentucky.

Counterparts. 23.

This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

Waiver of Breach 24.

The waiver by either Party of any breach or violation of any provision of this Lease shall not operate as, or be construed to be, a waiver of any subsequent breach or violation of the same or any other provision hereof.

25. Severability

In the event any provision of this Lease is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalid, illegal or unenforceable provision shall in no event affect, prejudice or disturb the validity of the remainder of this Lease, which shall be in full force and effect, enforceable in accordance with its terms.

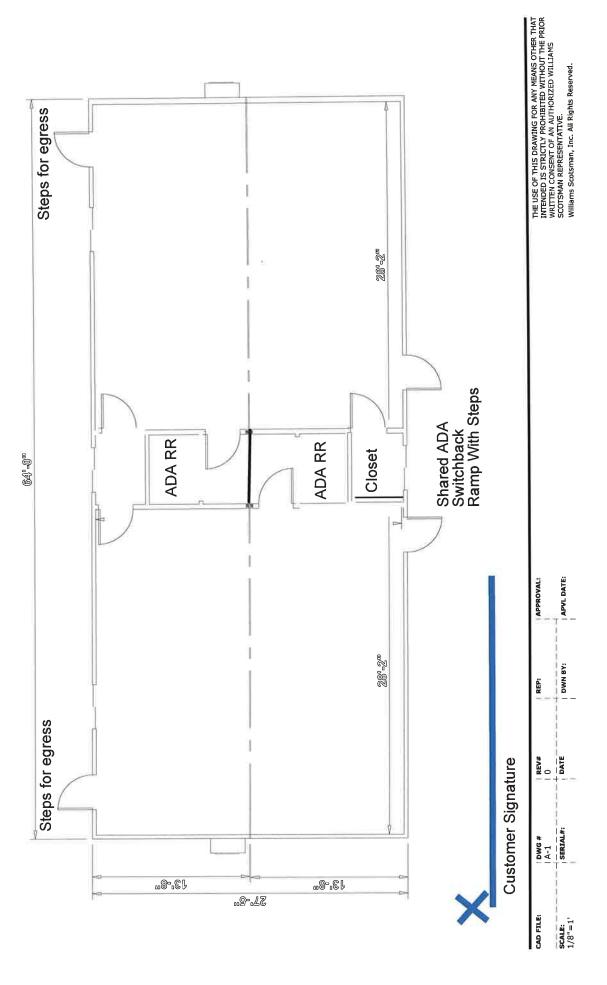
Binding Effect 26.

All of the terms and provisions of this Lease shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

800.782.1500 www.willscot.com WILLSCOT

CL6828

CLASSROOM FLOOR PLAN



This document has important legal

consequences. Consultation with

an attorney is encouraged with

respect to its completion or

Any singular reference to

plural where applicable.

AIA Document A312-2010

Contractor, Surety, Owner or

other party shall be considered

combines two separate bonds, a Performance Bond and a

Payment Bond, into one form.

This is not a single combined Performance and Payment Bond.

modification.

ATA Document A312™ – 2010

SURETY:

of business)

One Mutual Avenue

Frankenmuth, MI 48787

(Name, legal status and principal place

Frankenmuth Insurance Company

Performance Bond

CONTRACTOR:

(Name, legal status and address)

J.E.M. Properties, Ltd. 115 Bold Bidder Court Georgetown, KY 40324

(Name, legal status and address)

Lexington-Fayette Urban County Government 200 E. Maln Street Lexington, KY 40507

CONSTRUCTION CONTRACT Date: March 27th, 2025

Amount: One Hundred Thirteen Thousand Eight Hundred Eighty-Six and 00/100 Dollars

\$113,886.00

Description:

(Name and location)

LFUCG Detention Center Portable Classroom Building Project

Date: April 1, 2025

(Not earlier than Construction Contract Date)

Amount: Fifty-Six Thousand Five Hundred Eighty-Eight and 00/100 Dollars

\$56,588.00

Modifications to this Bond:

☑ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

(Corporate Seal) Company:

J.E.M. Properties, Ltd.

SURETY Company:

(Corporate Seal)

Frankenmuth Insurance Company

Signature

and Title: Fresiden

Signature: Name

Barbara Duncan, Attorney-in-Fact

and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

2307 River Road, Suite 200 Louisville, KY 40206

Phone: 502-636-9191

1868

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- § 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
 - the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety;
 - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- § 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- § 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- § 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
- § 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
- § 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- § 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- § 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

additional legal, design professional and delay costs resulting from the Contractor's Default, and .2 resulting from the actions or failure to act of the Surety under Section 5; and

liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual .3 damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

This document has important legal

consequences. Consultation with

an attorney is encouraged with

respect to its completion or

Any singular reference to

plural where applicable.

AIA Document A312-2010

Contractor, Surety, Owner or

other party shall be considered

combines two separate bonds, a Performance Bond and a

Payment Bond, into one form.

This is not a single combined Performance and Payment Bond.

modification.

B A I A Document A312™ – 2010

SURETY:

of business)

One Mutual Avenue

Frankenmuth, MI 48787

Payment Bond

CONTRACTOR:

(Name, legal status and address)

J.E.M. Properties, Ltd. 115 Bold Bidder Court Georgetown, KY 40324

OWNER:

(Name, legal status and address)

Lexington-Fayette Urban County Government 200 E. Main Street Lexington, KY 40507

CONSTRUCTION CONTRACT Date: March 27th, 2025

Amount: One Hundred Thirteen Thousand Eight Hundred Eighty-Six and 00/100 Dollars

\$113,886.00

(Name, legal status and principal place

Frankenmuth Insurance Company

Description:

(Name and location)

LFUCG Detention Center Portable Classroom Building Project

BOND

Date: April 1, 2025

(Not earlier than Construction Contract Date)

Amount: Fifty-Six Thousand Five Hundred Eighty-Eight and 00/100 Dollars

\$56,588.00

Frankenmuth Insurance Company

(Corporate Seal)

Barbara Duncan, Attorney-in-Fact

Modifications to this Bond:

None

☐ See Section 18

SURETY

Company:

Signature:

Name

CONTRACTOR AS PRINCIPAL

(Corporate Seal)

Company:

J.E.M. Properties, Ltd.

Signature:

and Title: President

and Title: (Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Acrisure 2307 River Road, Sulte 200 Louisville, KY 40206 Phone: 502-636-9191

1868

MCHIGA

AIA Document A31274 - 2010. The American Institute of Architects.

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- § 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- § 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- § 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:
- § 5.1 Claimants, who do not have a direct contract with the Contractor,
 - have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - have sent a Claim to the Surety (at the address described in Section 13).
- § 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- § 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- § 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
- § 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
- § 7.2 Pay or arrange for payment of any undisputed amounts.
- § 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- § 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- § 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

- § 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.
- § 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
- § 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- § 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- the name of the Claimant; .1
- the name of the person for whom the labor was done, or materials or equipment furnished;
- a copy of the agreement or purchase order pursuant to which labor, materials or equipment was .3 furnished for use in the performance of the Construction Contract;
- a brief description of the labor, materials or equipment furnished;
- the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of .6 the Claim:
- the total amount of previous payments received by the Claimant; and .7
- the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.
- § 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- § 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

- § 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
- § 18 Modifications to this bond are as follows:

(Space is provided below for additional CONTRACTOR AS PRINCIPAL Company:	signatures of addea (Corporate Seal)	l parties, other than those appeard SURETY Company:	ing on the cover page.) (Corporate Seal)
Signature: June McLullowin Address // 5 Bold Bolder CA COUTION: You should sign an original All changes will not be obscured.	Regident regional (Contract Document	Signature: Name and Title: Address , on which this text appears in RED	. An original assures that

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Brook T. Smith, James T. Smith, Michael W. Dix, Jason D. Cromwell, Raymond M. Hundley, Deborah S. Neichter, William Precious, Ryan Britt, Mark Guidry, Theresa Hintzman, Jennifer Edwards, Susan Ritter, Lynnette Long, Leigh Mccarthy, Amy Smith, Barbara Duncan, Beth Frymire, Jill Kemp, Jacob Motto

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereutito affixed this 15th day of <u>December</u>, 2022.

STATE OF MICHWAN)
COUNTY OF MACHINAW)

Frankenmuth Insurance Company

Frederick A. Edmond, Jr.,

President and Chief Executive Officer

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 15th day of December, 2022

Susan L. Fresorger, Notary Public

(Seal)

Saginaw County, State of Michigan

My Commission Expires: April 3, 2028

I, the undersigned, Executive Vice President of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this

day of April

2025

Andrew H. Knudsen, Executive Vice President,

Chief Operating Officer and Secretary

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096

This document has important legal

consequences. Consultation with

an attorney is encouraged with

respect to its completion or

Any singular reference to

plural where applicable.

AIA Document A312-2010

Contractor, Surety, Owner or

other party shall be considered

combines two separate bonds, a Performance Bond and a

Payment Bond, into one form.

This is not a single combined Performance and Payment Bond.

modification.

A A A Document A312™ – 2010

SURETY:

of business)

One Mutual Avenue

Frankenmuth, MI 48787

(Name, legal status and principal place

Frankenmuth Insurance Company

Performance Bond

CONTRACTOR:

(Name, legal status and address)

J.E.M. Properties, Ltd. 115 Bold Bidder Court Georgetown, KY 40324

OWNER:

(Name, legal status and address)

Lexington-Fayette Urban County Government

200 E. Main Street Lexington, KY 40507

CONSTRUCTION CONTRACT

Date: March 27th, 2025

Amount: One Hundred Thirteen Thousand Eight Hundred Eighty-Six and 00/100 Dollars

\$113,886.00

Description:

(Name and location)

LFUCG Detention Center Portable Classroom Building Project

BOND

Date: April 1, 2025

(Not earlier than Construction Contract Date)

Amount: Fifty-Six Thousand Five Hundred Eighty-Eight and 00/100 Dollars

Modifications to this Bond:

☑ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

(Corporate Seal)

SURETY Company:

(Corporate Seal)

J.E.M. Properties, Ltd

Signature:

Name

Company:

Signature:

Name

Barbara Duncan, Attorney-in-Fact

and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

Frankenmuth Insurance Company

Acrisure

Init.

2307 River Road, Suite 200

Louisville, KY 40206 Phone: 502-636-9191 (Architect, Engineer or other party:)



- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- § 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
 - .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety;
 - 3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- § 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- § 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- § 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
- § 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
- § 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- § 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- § 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual .3 damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

This document has important legal

consequences. Consultation with

an attorney is encouraged with

respect to its completion or

Any singular reference to

plural where applicable.

AIA Document A312-2010

Contractor, Surety, Owner or

other party shall be considered

combines two separate bonds, a Performance Bond and a

Payment Bond, into one form.

This is not a single combined

1868

Performance and Payment Bond.

modification.

A A A Document A312™ – 2010

SURETY:

of business)

One Mutual Avenue

Frankenmuth, Mi 48787

Payment Bond

CONTRACTOR:

(Name, legal status and address)

J.E.M. Properties, Ltd. 115 Bold Bidder Court Georgetown, KY 40324

OWNER:

(Name, legal status and address)

Lexington-Fayette Urban County Government

200 E. Main Street Lexington, KY 40507

CONSTRUCTION CONTRACT

Date: March 27th, 2025

Amount: One Hundred Thirteen Thousand Eight Hundred Eighty-Six and 00/100 Dollars \$113,886.00

Description:

(Name and location)

LFUCG Detention Center Portable Classroom Building Project

Date: April 1, 2025

(Not earlier than Construction Contract Date)

Amount: Flfty-Six Thousand Five Hundred Eighty-Eight and 00/100 Dollars

\$56,588.00

(Name, legal status and principal place

Frankenmuth Insurance Company

Modifications to this Bond:

☑ None

☐ See Section 18

CONTRACTOR AS PRINCIPAL

(Corporate Seal)

SURETY Company:

(Corporate Seal)

J.E.M. Properties, Ltd.

Company:

Signature:

Frankenmuth Insurance Company

Signature:

Name

Name

Barbara Duncan, Attorney-in-Fact

and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Acrisure 2307 River Road, Suite 200 Louisville, KY 40208

Phone: 502-636-9191

081110

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- § 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- § 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- § 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:
- § 5.1 Claimants, who do not have a direct contract with the Contractor,
 - have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - have sent a Claim to the Surety (at the address described in Section 13).
- § 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- § 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- § 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
- § 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
- § 7.2 Pay or arrange for payment of any undisputed amounts.
- § 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- § 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- § 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

- § 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.
- § 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
- § 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- § 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- the name of the Claimant; .1
- the name of the person for whom the labor was done, or materials or equipment furnished;
- a copy of the agreement or purchase order pursuant to which labor, materials or equipment was .3 furnished for use in the performance of the Construction Contract;
- a brief description of the labor, materials or equipment furnished;
- the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of .6 the Claim:
- the total amount of previous payments received by the Claimant; and .7
- the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.
- § 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- § 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

- § 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
- § 18 Modifications to this bond are as follows:

(Space is provided below for additional CONTRACTOR AS PRINCIPAL Company:	signatures of addea (Corporate Seal)	l parties, other than those app SURETY Company:	earing on the cover page.) (Corporate Seal)
Signature: Name and Title: Address CAUTION: You should sign an original Alachanges will not be obscured.	A Contract Document	Signature: Name and Title: Address , on which this text appears in	RED. An original assures that

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Brook T. Smith, James T. Smith, Michael W. Dix, Jason D. Cromwell, Raymond M. Hundley, Deborah S. Neichter, William Precious, Ryan Britt, Mark Guidry, Theresa Hintzman, Jennifer Edwards, Susan Ritter, Lynnette Long, Leigh Mccarthy, Amy Smith, Barbara Duncan, Beth Frymire, Jill Kemp, Jacob Motto

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereutito afficed this 15th day of December, 2022.

Frankenmuth Insurance Company

By

Frederick A. Edmond, Jr.,

President and Chief Executive Officer

OUNTY OF ANGERS AW) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 15th day of December, 2022

Susan X Resorget
Susan L. Fresorger, Notary Public

(Seal)

Saginaw County, State of Michigan My Commission Expires: April 3, 2028

I, the undersigned, Executive Vice President of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this

_ day of _April_

2025

Andrew H. Knudsen, Executive Vice President,

Chief Operating Officer and Secretary

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096



CONTRACT DOCUMENTS AND SPECIFICATIONS

DEPARTMENT OF GENERAL SERVICES

FOR

LFUCG Detention Portable Classroom Building

Bid No. 33-2025

Prepared by: Brandstetter Carroll Inc.

CONTRACT DOCUMENTS

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PART 1

ADVERTISEMENT FOR BIDS

I. INVITATION

Sealed proposals for the Lexington-Fayette Urban Center Portable Classroom Building will be received by the Lexington-Fayette Urban County Government (LFUCG) via Ion Wave until 2:00 p.m., local time, March 18, 2025 for furnishing all labor and/or materials and performing all work as set forth by this advertisement, Ion Wave Q&A, conditions (general and special), specifications, and/or the drawings prepared by Brandstetter Carroll Inc. for Lexington-Fayette Urban County Government. Immediately following the scheduled closing time for reception of bids, all proposals which have been submitted in accordance with the above will be opened electronically and a bid tab sheet will be available via Ion Wave.

LFUCG will only be accepting bids on-line through Ion Wave for this solicitation. Base bid and alternate totals (if required) should be provided on the appropriate line items tab on Ion Wave. Submissions without line item totals (if required) may be rejected and deemed non-responsive. All forms normally provided with bid submission. A copy of bid bond must be included with submission. THESE submission. A copy of bid bond must be included with submission. THESE submission should be downloaded from Ion Wave, filled out and attached with bid submission and deemed non-responsive. All forms normally provided with bid submission and deemed non-responsive. All forms normally provided with bid submission. A copy of bid bond must be included with submission. THESE submission. A copy of bid bond must be included with submission.

5. DESCRIPTION OF WORK

Consisting of the construction and/or furnishing of items as listed in the Bid Schedule beginning on page P-6, Part III, Form of Proposal, of this document, for the <u>LFUCG</u> <u>Detention Center Portable Classroom Building Project</u>, Lexington-Fayette County, Kentucky.

Specs and drawings are available on Ion Wave only.

3. OBTAINING PLANS, SPECIFICATIONS, AND BID DOCUMENTS

Plans, Specifications, and Contract Documents shall be obtained from Ion Wave (LFUCG's electronic bidding system). Ion Wave can be accessed at https://lexingtonky.ionwave.net

4. METHOD OF RECEIVING BIDS

Bids will be received from Prime Contracting firms on a Lump Sum for total Project. Bidder must include a price for all bid items to be considered. Bids shall be submitted in the manner and subject to the conditions as set forth and described in the Information for Bidders and Special Conditions.

Bids/proposals should be submitted online via Ion Wave.

5. METHOD OF AWARD

The Contract, if awarded, will be to the lowest responsive and responsible bidder for the total project whose qualifications indicate the award will be in the best interest of the OWNER and whose bid/proposal complies with all the prescribed requirements. No Notice of Award will be given until the OWNER has concluded such investigation as deemed necessary to establish the responsibility, qualifications and financial ability of Bidders to do the work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the Bid of any Bidder who does not pass such investigation to the OWNER's satisfaction. The OWNER reserves the right to reject the Bid of any Bidder that is deemed to be unbalanced or front loaded. In analyzing Bids, the OWNER may take into consideration alternate and unit prices, if requested by the Bid forms.

Bids will be evaluated based on the following weighted criteria:

- 1. Contractor to provide the date the specified modular classroom can be delivered and installed on site on or before the maximum deadline date of 5/5/25. 40 points
- 2. The lump sum proposal provided by the contractor shall include ALL costs associated with 12-month modular classroom building lease terms including installation, removal, fees, monthly rental, etc. 60 points

6. BID WITHDRAWAL

No bidder may withdraw his bid for a period of ninety (90) calendar days after the closing date for receipt of bids. Errors and omissions will not be cause for withdrawal of bid without forfeit of bid bond.

7. **BID SECURITY**

If the bid is \$50,000 or greater, bid shall be accompanied by a certified check or bid bond payable to the Lexington-Fayette Urban County Government in an amount not less than Five Percent (5%) of the base bid. Bid bond shall be executed by a Surety Company authorized to do business in the Commonwealth of Kentucky and countersigned by a licensed Kentucky Resident Agent, representing the Surety Company. Bid Bonds are not

required for bids under \$50,000. A cashier's check or irrevocable letter of credit is an acceptable form of bid security.

8. SUBMISSION OF BIDS

CONTRACTORS shall submit their bids via lon Wave not later than 2:00 p.m. local time, March 18, 2025. Bids will remain sealed until March 18 2025, 2:00 pm, the official Bid closure time. Bids will not be received after the scheduled closing time for receipt of bids. Bid tab sheet will be immediately available after bid opening, under the Documents link on lon Wave.

BICHT TO REJECT

The Lexington-Fayette Urban County Government reserves the right to reject any and all bids and to waive all informalities and/or technicalities where the best interest of the Lexington-Fayette Urban County Government may be served.

MOKKEOKCE COAEKIMENT FOR AFFIRMATIVE ACTION PLAN AND CURRENT OUTPICATION TO THE LEXINGTON-FAYETTE URBAN COUNTY

The successful bidder must submit the following to the Lexington-Fayette Urban County Government:

- I. Affirmative Action Plan for his/her firm.
- 2. Current Workforce Analysis Form

Failure to submit this as required herein may result in disqualification of the Bidder from the award of the contract.

GOVTS 11. NOTICE CONCERNING MWDBE and VETERAN OWNED SMALL BUSINESS

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE); a three (3%) minimum goal for percent (12%) for Women Businesse Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov

12. PRE-BID CONFERENCE

No pre-bid conference is scheduled.

END OF SECTION

PART II

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PART II

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS

The Lexington-Fayette Urban County Government (herein called the OWNER) invites bids from firms on the project described in the Advertisement for Bids. The OWNER will receive bids via Ion Wave, at the time and in the manner set forth in the Advertisement for Bids, and the Bids. The OWNER may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 90 days after the actual time and date of the bid opening, but OWNER may, in its sole discretion, release any bid and return the Bid Security prior to that date.

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not delivered as indicated above.

2. PREPARATION OF BID

All sections of the bid package requiring Contractor information must be filled in and uploaded in the Response Attachments tab in IonWave. Bid bonds must be uploaded also. All pricing must be submitted in the Line Items tab in IonWave.

3. SUBCONTRACTS

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the OWNER. All proposed subcontractors must be identified on the Form of Proposal. Prior to the award of Contract, the OWNER or the OWNER'S representative will advise the CONTRACTOR of the acceptance and approval thereof or of any action necessary to be taken. Should any Subcontractor be rejected by the OWNER, the CONTRACTOR shall present a new name and/or firm to the OWNER at no change in the Contract Price.

4. QUALIFICATION OF BIDDER

The OWNER may make such investigations as the OWNER deems necessary to determine the ability of the bidder to perform the Work, and the bidder shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the OWNER that such bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein. Conditional bids will not be accepted.

In evaluating Bids, OWNER shall consider the qualifications of the BIDDERS, whether or not the Bids comply with the prescribed requirements, and alternatives and unit prices, as requested. OWNER may consider maintenance requirements, performance data, and disruption or damage to private property. It is OWNER'S intent to accept alternatives by the bid forms, in the order in which they are listed in the Bid Form but OWNER may accept or decline them in order or combination. The contract, if awarded, will be awarded to the lowest responsive and qualified, responsible BIDDER based upon OWNER'S evaluation which indicates that the award will be in the best interest of OWNER and the evaluation which indicates that the award will be in the best interest of OWNER and the general public.

In the event there is any question as to the bidder's qualifications and ability to complete the work, a final determination will be made in accordance with a fair evaluation by the Urban County Government of the above listed elements.

- A. If the OWNER requires filling out a detailed financial statement, the bidder may provide its current certified financial statement(s) for the required time interval.
- B. Corporate firms are required to be registered with the Office of the Secretary of State, Commonwealth of Kentucky.
- Documents Required of CONTRACTOR (1) A sworn statement signed by the President or owner of the Company regarding all current work in progress anywhere; (2) A document showing the percent of completion of each project and the total worth of each project; and (3) Documentation showing the percentage of the DBE employment levels on each project of the Bidder's current work force, and DBE participation levels for Subcontractors.

D.

Optional OWNER Requirements - The OWNER, at its discretion, may require the BIDDER/CONTRACTOR to provide: (1) A current detailed financial statement for a period including up to 3 prior years. (2) Financial security or insurance in amounts and kinds acceptable to the OWNER to meet the financial responsibility requirements for the CONTRACTOR to indemnify the OWNER. (3) Additional information and/or DBE work force data, as well as DBE participation data.

Each bidder agrees to waive any claim it has or may have against the Owner and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.

5. BID SECURITY

- A. Each bid must be accompanied by a bid bond prepared on a Form of Bid Bond and attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the OWNER, in the amount of 5% of the bid. Such bid bond will be returned to the unsuccessful bidder(s) only upon written request to the Director of Procurement within seven (7) days of opening of bids. Bid bond shall be made payable to the Lexington-Fayette Urban County Government. Bid security is not required for projects under \$50,000.
- B. Bonds shall be placed with an agent licensed in Kentucky with surety authorized to do business within the state. When the premium is paid for such coverage, the full commission payable shall be paid to such local agent who shall not divide such commission with any person other than a duly licensed resident local agent.

6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the OWNER, as liquidated damages for such failure or refusal, the security deposited with his bid.

7. TIME OF COMPLETION

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete the Project within the time as specified in the Contract. Bidder must agree also to pay \$\frac{\$1000.00}{}\$ per day thereafter deadline for final completion.

8. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site(s) to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work, (c) consider Federal, State and Local laws and regulations that may affect cost, progress, performance or furnishing of the work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Owner of all conflicts, errors or discrepancies in the Contract Documents.
- B. Bidders should examine the requirements of Section 4 of the General Conditions for information pertaining to subsurface conditions, underground structures, underground facilities, and availability of lands, easements, and rights-of-way. The completeness of data, presented in the Contract Documents, pertaining to subsurface conditions, underground structures, and underground facilities for the purposes of bidding or construction is not assured. The Bidder will, at Bidder's

own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface and subsurface) which Bidder affect cost, progress, performance or furnishing of the Work and which Bidder accessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents. On request in advance, OWNER will provide access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of this paragraph; that without exception the Bid is premised upon furnishing and performing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents; and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to the Director of Procurement, who in turn will have an addendum issued under signature of the Project Manager for the Lexington-Fayette Urban County Government, and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addends to the specifications which, if issued, will be mailed by einflied mail with return receipt requested, faxed or emailed to all prospective bidders. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addends so issued shall become part of the Contract Documents.

10. SECURITY FOR FAITHFUL PERFORMANCE

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C.

Simultaneously with his delivery of the executed Contracts, the CONTRACTOR shall furnish a surety bond or bonds as security for the faithful performance of this Contract and for payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract, as specified in the General Conditions. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the OWNER and authorized to do business in the Commonwealth of Kentucky.

- B. All bonds required by this Contract and laws of this State shall be placed with agents licensed in the State of Kentucky. When the premium is paid for such coverages, the full commission shall be paid to such local agent who shall not divide such commission with any person other than a duly licensed resident local agent.
- C. Contractor shall use standard Performance and Payment Bond forms such as documents provided with this contract book or AIA form A312-1984 (or later).

11. POWER OF ATTORNEY

Attorney-in-fact who signs bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

12. TAXES AND WORKMEN'S COMPENSATION

The CONTRACTOR and subcontractor will be required to accept liability for payment of all payroll taxes, sales and use tax, and all other taxes or deductions required by local, state or federal law. Each shall carry Workmen's Compensation Insurance to the full amounts as required by Statutes and shall include the cost of all foregoing items in the proposal. The CONTRACTOR will not otherwise be reimbursed or compensated for such tax payments. The CONTRACTOR is urged to ascertain at his own risk his actual tax liability in connection with the execution or performance of his Contract.

13. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the contract, the same as though herein written out in full.

14. EROSION AND SEDIMENT CONTROL AND PERMITS

The CONTRACTOR and Subcontractors performing work on projects on behalf of the OWNER shall also comply with all applicable federal, state, and local environmental regulations and all requirements and conditions set forth in "special" permits including but not limited to Corp of Engineers 404 permits, 401 Water Quality Certifications, Stream Crossing and Floodplain Encroachment Permits as described in Part 4 General Conditions Paragraph 5.17.

15. PREVAILING WAGE LAW AND MINIMUM HOURLY RATES

Federal wage rates and regulations, if required for this Project, will be as described in the Special Conditions.

16. AFFIRMATIVE ACTION PLAN

The successful Bidder must submit the entire proposal with their bid, the following items to the Urban County Government:

- I. Certification of Bid Proposal/DBE see Part III
- 2. LFUCG MWDBE Participation Form see Part III
- 3. Documentation Required for Good Faith Efforts and Outreach Plans see Part

 III

A Work Force Analysis Form shall be submitted for each Contract. Failure to submit any of these items as required herein may result in disqualification of the Bidder from award of the Contract.

17. CONTRACT TIME

The number of calendar days within which the Work is to be substantially completed and ready for final payment (the Contract Time) is set forth in the Contract Agreement.

18. SUBSTITUTE OR "APPROVED EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "approved equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "approved equal" item of material or equipment may be furnished or used by the CONTRACTOR if acceptable to the AMNER, application for such acceptance will not be considered by the OWNER until application by the CONTRACTOR and consideration of any such application by the CONTRACTOR and consideration by the OWNER is set forth in the application by the CONTRACTOR and consideration by the CONTRACTOR and consideration by the OWNER is set forth in the General Conditions.

19. ALTERNATE BIDS

Bidders shall submit alternate bids/proposals only if and when such alternate bids/proposals have been specifically requested in an Invitation for Bids. If alternate bids/proposals are requested in an Invitation for Bids, the form of submission of such alternate bid and the conditions under which such alternate bids will be considered for award of a contract will be established in the Invitation.

Any Bidder who submits a bid incorporating an alternate proposal when alternate bids/proposals have not been requested in the Invitation for Bids shall have his/her bid rejected as non-responsive.

Any Bidder who submits a bid incorporating two (2) or more prices for an item or groups of items (unless such method of pricing is requested in the Invitation for Bids), or which imposes conditions for acceptance other than those established in the Invitation for Bids, shall have their bid rejected as non-responsive.

20. SIGNING OF AGREEMENT

When OWNER gives a Notice of Award to the successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten days thereafter, CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds, Certificate of Insurance, and Power of Attorney. The OWNER will deliver one fully signed counterpart to CONTRACTOR at such time as it has been signed by the Mayor.

21. ASSISTANCE TO BE OFFERED TO DISADVANTAGED BUSINESS ENTERPRISE (MWDBE) CONTRACTORS AND VETERAN OWNED SMALL BUSINESSES

A. Outreach for MWDBE(s) and Veteran Owned Small Businesses (VOSB)

The Lexington-Fayette Urban County Government (LFUCG) maintains a database of MWDBE contractors and Veteran Owned Small Businesses. When a LFUCG construction project is advertised for bidding, notices are sent to companies registered at https://lexingtonky.ionwave.net. The notices describe the project and indicate the deadline for submitting bids.

If you wish to be added to the LFUCG MWDBE and Veteran contractor database, please contact:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Bid Bond Assistance for MWDBE(s)

B.

For those MWDBE contractors who wish to bid on LFUCG project, bid bond assistance is available. This bid bond assistance is in the form of a "Letter of Certification" which is accepted by the LFUCG's Division of Purchasing, in lieu of a bid bond. The "Letter of Certification" must be included in the bid package when it is submitted to the Division of Purchasing. The "Letter of Certification" will reference the specific project for which the bid is being submitted, and the time and date on which the bid is due. Bid bond assistance must be requested from the Lexington-Fayette Urban County Government's Division of Procurement.

C. Eligibility for Bid Bond Assistance for MWDBE(s)

In order to be eligible for any Bid bonding assistance, a MWDBE construction company must be owned or controlled at the level of 51% or more by a member of a minority group or females. Prior to receiving assistance, a statement providing evidence of ownership and control of the company by a member or members of a minority group or females must be signed by the Owner or corporate officer and by an attorney or accountant submitted to:

Sherita Miller, MPA, CPSD
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov
859-258-3323

D. MWDBE and VETERAN OWNED SMALL BUSINESSES (VOSB)

The LFUCG will, upon request, assist prime contractors in the procurement of eligible DBE subcontractors in an effort to achieve a seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government

For a list of eligible subcontractors, please contact:

contracts.

Sherita Miller, MPA, CPSD Minority Business Enterprise Liaision

Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov
859-258-3323

22. LFUCG NON-APPROPRIATION CLAUSE

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

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

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

23. NOTICE OF CONTENTION

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 the 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.

END OF SECTION

PART III

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Invitation to Bid No. 33-2025

LFUCG Detention Center Portable Classroom Specifications

Gentlemen:		ş:								
	Lexington, KY 40	۷۵۶۵								
	200 East Main Str	eet, 3rd Floc	J							
	Office of the Direc	ctor of Purch	guise							
	Hereinafter called									
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(Hereinafter	called "Bidder"),	organized	pue	gnitsixə	under	the	laws c	eth the	State	ìo
		(Name an	bA b	iress of Bi) gnibb	sntra	ctor)	_		
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niwollot adT	g Form of Proposal s	shall be follo	neq e	s ui Yltəsəs	nimdus	d e Suj	oroposal	idt tot	. Work.	
			Date						-	
			Place		Lexing	ton, K	cutucky		****	
1. <u>FOR</u>	W OF PROPOSAI	T								

The Bidder, in compliance with your Invitation for Bids for LFUCG Detention Center Portable Classroom Specifications having examined the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part.

Addendum No	Date
Addendum No	Date
Addendum No	
Addendum No	
Addendum No	
Addendum No	_ Date
Addendum No	
Addendum No.	Date

The Bidder hereby acknowledges receipt of the following addenda:

Insert above the number and the date of any Addendum issued and received. If none has been issued and received, the word "NONE" should be inserted.

5. <u>LEGAL STATUS OF BIDDER</u>

*(The Bidder shall fill out the appropriate form and strike out the other two.)	
An individual, whose signature is affixed to this Bid/Proposal (please print name)	.5
A Partnership, all of the members of which, with addresses are: (Designate general partners a such)	٦.
title of authorized to execute contracts. whose signature is affixed to this Bid/Proposal, is dula authorized to execute contracts.	
A corporation duly organized and doing business under the laws of the State of	.1
	ate
	idder

3. <u>BIDDERS AFFIDAVIT</u>

Comes the Affiant,	, and after being first duly sw	orn,
states under penalty of perjury as follows:		
1. His/her name is	and he/she is	the
individual submitting the bid or is the authori	zed representative of	
1	the en	ntity
submitting the bid (hereinafter referred to as '		
	re owed to the Lexington-Fayette Urban County Government a	
time the bid is submitted, prior to award of	the contract and will maintain a "current" status in regard to the	nose
taxes and fees during the life of the contract.		
 Bidder will obtain a Lexington-Fayette U award of the contract. 	Irban County Government business license, if applicable, price	or to
4. Bidder has authorized the Division of F	Procurement to verify the above-mentioned information with	the
Division of Revenue and to disclose to the U	rban County Council that taxes and/or fees are delinquent or the	nat a
business license has not been obtained.		
5. Bidder has not knowingly violated any	provision of Chapter 25 of the Lexington-Fayette Urban Co	unty
Government Code of Ordinances, known as		
6. Bidder acknowledges that "knowingly" for	or purposes of this Affidavit means, with respect to conduct of	or to
circumstances described by a statute or ordina	ance defining an offense, that a person is aware or should have	been
aware that his conduct is of that nature or tha	t the circumstance exists.	
Signature	Printed Name	
Signature .		
Title	Date	
Company Name		
Address		
Subscribed and sworn to before me by		
	(Affiant)	
	(Title)	
of	thisday of, 20	
(Company Name)		
Notary Public		
[seal of notary] My commission	expires:	

BID SCHEDNTE - SCHEDNTE OF VALUES

'†

The Bidder agrees to perform all the Work described in the Specifications and shown on the Plans for the following proposed lump sum and/or unit prices, if applicable, which shall include the furnishing of all labor, materials, supplies, equipment and/or vehicle usage, services, all items of cost, overhead, taxes (federal, state, local), and profit for the Contractor and any Subcontractor involved, within the time set forth herein. If unit prices are applicable, Bidder must make the extensions and additions showing the total amount of bid.

Form of proposal must include unit bid prices written in words, unit price written in numbers and total amount bid (unit price x quantity) per line item OR bid may be considered non-responsive. 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.

If a discrepancy between the unit price and the item total exists, the unit price prevails except: If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.

If the unit price and the item total are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.

For a unit price based bid, the sum of the item totals is the bid amount the Division uses for bid comparison.

The LFUCG's decision on the bid amount is final.

		Date of Building Installation, Move-in Ready.	.£
Date		Description	
\$	OM	Monthly All-Inclusive Rental Extension Beyond Initial 12 Month Term, as per specs.	.2
\$	ΓZ	Portable Classroom Delivered and Installed, Move-in Ready, 12 Month Term, as per specs.	*I
IstoT	JinU	Description	Item No.

Submitted by:	Firm
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	Address
	City, State & Zip
Bid must be signed: (original signature)	Signature of Authorized Company Representative – Title
	Representative/s Name (Typed or Printed)
	Area Code – Phone –Fax #
	E-Mail Address
OFFICIAL ADDRESS:	
	(Seal if Bid is by Corporation)

By signing this form you agree to ALL terms, conditions, and associated forms in this bid package

5. STATEMENT OF BIDDER'S QUALIFICATIONS

Signed:	cifically requested by the OWNER, the apparent low Bidder is required to subtrace (3) years audited financial statements to the OWNER'S Division of Procura seven (7) calendar days following the bid opening. event the Contract is awarded to the undersigned, surety bonds will be furnished event the Contract is awarded to the undersigned, surety bonds will be furnished.
Financial Condition: If specifically requested by the OWNER, the apparent low Bidder is required to submalatest three (3) years audited financial statements to the OWNER'S Division of Procurer within seven (7) calendar days following the bid opening. In the event the Contract is awarded to the undersigned, surety bonds will be furnished by	
Financial Condition: If specifically requested by the OWNER, the apparent low Bidder is required to subm latest three (3) years audited financial statements to the OWNER'S Division of Procurer within seven (7) calendar days following the bid opening. In the event the Contract is awarded to the undersigned, surety bonds will be furnished by the event the Contract is awarded to the undersigned, surety bonds will be furnished by the event the Contract is awarded to the undersigned, surety bonds will be furnished by the event the Contract is awarded to the undersigned, surety bonds will be furnished by the event the Contract is awarded to the undersigned, surety bonds will be furnished by the event the Contract is awarded to the undersigned, surety bonds will be furnished by the contract is awarded to the undersigned, surety bonds will be furnished by the contract is awarded to the undersigned, surety bonds will be furnished by the contract is awarded to the undersigned.	
latest three (3) years and	nancial statements to the OWNER'S Division of Procur
Financial Condition:	
	n Separate Sheet If Necessary)
	-
Construction Plant and	nent Available for this Project:
Where Incorporated: Construction Plant and	nent Available for this Project:
_	nent Available for this Project:
Where Incorporated:	nent Available for this Project:
Where Incorporated:	nent Available for this Project:
Where Incorporated:	nent Available for this Project:

The following is a list of similar projects performed by the Bidder: (Attach necessary).					
NAME	<u>.</u>	LOCATION	COM	TRACT SUM	
The Bidder has n	ow under contra	act and bonded the foll	lowing projects:		
<u>NAMI</u>	<u> </u>	LOCATION	CO	NTRACT SUM	
-					
		The state Dark			
List Key Bidder		will work on this Proje POSITION DESCRI		NO. OF YEA	
•					

DBE Participation on current bonded projects under contract:

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	·		
-	•		
			-
	-	*	
% of WORK	<u> चबव</u>	(SPECIFIC TYPE)	SUBCONTRACTORS (LIST)

(USE ADDITIONAL SHEETS IF NECESSARY)

We acknowledge that, if we are the apparent low Bidder, we will submit to the OWNER within 7 calendar days following the Bid Opening, a sworn statement on the OWNER'S form regarding all current work on hand and under contract, and a statement on the OWNER'S form of the experience of our officers, office management and field management personnel. Additionally, if requested by the OWNER, we will within 7 days following the request submit audited financial statements and loss history for insurance claims for the 3 most recent years (or a lesser period stipulated by the OWNER)—all in accordance with the Bid Documents.

Respectfully	submitted:	
	(Name of Contracting Firm)	
	BY:	
	TITLE:	
	DATE	

FIZL OF PROPOSED SUBCONTRACTORS

.9

The following list of proposed subcontractors is required by the OWNER to be executed, completed and submitted with the BIDDER'S FORM OF PROPOSAL. All subcontractors are subject to approval of the Lexington-Fayette Urban County Government. Failure to submit this list completely filled out may be cause for rejection of bid.

% of <u>each major item</u>	Work	DBE		TSIT-	MOKK	NCH OF	BKV

LIST OF MATERIALS/ SUPPLIERS

Listing "as per plans and spec more than one "Make or Bra one to be used.	ifications", will not be considered as sufficient identification. Where nd" is listed for any one item, the Owner has the right to select the
Item	Brand Name, Manufacturer and/or Supplier
-	

Bidders are hereby advised that this list must be complete and submitted with the Bid.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
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 (MBEP) 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 urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprises seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE); a three (3%) minimum goal for of twelve percent (12%) for Women Businesse and/or Certified Service- Disabled Veteran Owned Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

goals:

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. Black American, Asian American, Hispanic American, Native American)

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 Procurement as having the appropriate credentials to make a determination as to the status of the business. The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women's Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, https://lexingtonky.diversitycompliance.com/

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.



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 the Division of Procurement for approval immediately. Failure to submit a completed form may cause rejection of the bid.

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Contract	Value of the Work			Phone, Email
Total	Dollar	Performed	WBE/VOSB/SDVOSB	Name, Address,
to suls V %	IstoT	Work to be	DBE\WBE	MWBE Company,

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

Сотрапу	Company Representative



Date

	LFUCG MV	MARE SORSIII	UTION FOR	CIVI		
	Bid/RFP/Qu	iote Reference #_				
The substituted MV this Bid/RFP/Quote substitutions were Procurement for a understand that this if a subcontractor	e. These substitu made for reason pproval. By the s information wil	tions were made ps stated below and authorized signat ll be entered into o	orior to or afte d are now bein ture of a repre our file for this	r the job was ing submitted to esentative of o	n progress. ' to the Divisiour compan	These ion of y, we
SUBSTITUTE DBE/MBE/WBE/V Company Name, Ac Phone, Email	OSB Formall	C/WBE/VOSB/SDVOSB ly Contracted/ Name, ress, 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 ack and/or be subject to	knowledges that a applicable Federa	ny misrepresentatio l and State laws con	n may result in	termination of statements and	the contract false claims.	
Company		Compa	ny Representa	tive		

Title



DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

- 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, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate
- Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
- Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
- 4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
- 5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- 6. Contacted organizations that work with small, DBE, MBE, WBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

- 7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs 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 small businesses, DBEs, MBEs, WOSBs and/or SDVOSBs via tailored communications to determine their level of interest.
- Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
- 10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
- 11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
- 12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that 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.
 - a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
- 13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.
- 14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, WOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

<u>Note</u>: Failure to submit 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 and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:		Date:		
Project Name:		Project Numb	er:	
Contact Name:		Telephone:		
Email:		_		
disadvantaged business in the procurement pro	finority Business Enterses, minority-, women-, cess and to promote ecolability of Lexington-Fa	veteran-, and service- momic inclusion as a l	disabled veteran-own business imperative e	ed businesses
disabled veteran-owner of contracts with public Bidder/Proposer certificates to ensure that subservice-disabled veteral participate in the performation subm	disadvantaged businessed businesses, must have ic funds spent from ceries that it has taken, and hall and disadvantaged an-owned businesses, a rmance of any subcontraitted in response to this	e an equal opportunity rtain discretionary ag d if there are further of businesses, including are provided an equal acts resulting from the clause will not be co	y to be utilized in the reements. By submit opportunities will take minority-, woman-, all opportunity to consist procurement.	e performance tting its offer, ce, reasonable veteran-, and npete for and
	form may cause the bid	_	<u> </u>	
Is the Bidder/	Proposer a certified fi	irm? Yes□ No L		
If yes, indicate all cer	tification type(s):			
DBE □	МВЕ □	WBE □	SBE □	VOSB/SDVOSB □
	the certificate and/or ce Program's (MBEP) certi		currently listed on th	e city's Minority
	ms that Bidder/ Propos are minority-owned, v rtification status.			
Click or tap he	ere to enter text.			

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, WOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.	
Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.	
Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.	
Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.	
Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.	
Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.	
Bidder sponsored an Economic Inclusion Outreach event.	
Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.	
Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.	
Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.	
the good faith and outreach efforts the Bidder/Proposer used to encourage the stion of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and	
the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including VBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.	
please complete the following pages and submit all pages with your bid and/or proposal.	If yes,
please explain why in the field below. Do not complete the rest of this form and submit this with your bid and/or proposal.	
пом п sə	

Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

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Click or tap here to enter text.
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For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

<u>Note</u>: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the 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 and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

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.

Oate	Title
Сотрапу	Company Representative

4870-1925-6809, V. I

8. <u>AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION, NON-CONFLICT OF INTEREST</u>

I hereby swear (or affirm) under the penalty for false swearing:

- 1. That I am the Bidder (if the Bidder is an individual), a partner of the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
- 2. That the attached bid has been arrived at by the Bidder independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action, with any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition;
- 3. That the contents of the bid or bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished, with the bid or bids, and will not be communicated to any such person, prior to the official opening of the bid or bids;
- 4. That the Bidder is legally entitled to enter into the contracts with the Lexington-Fayette Urban County Government, and is not in violation of any prohibited conflict of interest;
- 5. (Applicable to corporation only) That as a foreign corporation, we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State _____ or, that as a domestic corporation, we are in good standing with the Secretary of State, Commonwealth of Kentucky _____. Check the statement applicable.
- 6. This offer is for 60 calendar days from the date this bid is opened. In submitting the above, it is expressly agreed that, upon proper acceptance by the Lexington-Fayette Urban County Government of any or all items bid above, a contract shall thereby be created with respect to the items accepted.
- 7. That I have fully informed myself regarding the accuracy of the statements made in this statement.
- 8. That I certify that Subcontractors have not and will not be awarded to any firm(s) that have been debarred from noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

STATEMENT OF EXPERIENCE

.6

STATEMENT OF EXPERIENCE:
OSILION/TITLE:
NAME OF INDIVIDUAL:
STATEMENT OF EXPERIENCE:
POSITION/TITLE:
NAME OF INDIVIDUAL:
STATEMENT OF EXPERIENCE:
POSITION/TITLE:
NAME OF INDIVIDUAL:
STATEMENT OF EXPERIENCE:
POSITION/TITLE:
NAME OF INDIVIDUAL:
The state of the s

NAME OF INDIVIDUAL:	
POSITION/TITLE:	
STATEMENT OF EXPERIENCE:	
NAME OF INDIVIDUAL:	
POSITION/TITLE:	
STATEMENT OF EXPERIENCE:	

^{*} Include all officers, office management's, Affirmative Action officials, and field management personnel. (Attach separate sheets if necessary.)

10.

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 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 Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as Transportations) 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 status, or disability be excluded from participation in, be denied 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
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and subcontractor 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 contractor may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped, and aged persons. Signature Name of Business

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.

The Kentucky equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any count, 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 contract 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 hive 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 individual and the course of
- of judicial review. If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may declare 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 45.640
- (3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by 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

(z)

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 quoted above 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.

EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

class whenever feasible. This company also agrees to adhere to all applicable federal, state, and local
Furthermore, this company agrees to make special recruitment efforts to hire the protected
training, whether apprenticeship and/or on-the-job-training.
advertising, layoff or termination, rates of pay and other forms of compensation, and selection for
Such action shall include employment, promotion, demotion, recruitment or recruitment
basis without regard to their race, religion, sex, color, handicap, natural origin or age.
to assure that all applicants for employment and all employees are treated on a fair and equitable
It is the policy of

laws relating to Equal Employment Opportunity for all individuals.

II.

12. <u>WORKFOR</u> Name of Organization	on:								_									
Categories	Total	White H (Not Hispanic or Latino)			Hispanic or Latino		Black or African- American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		Total	
		М	F	М	F	М	F	М	F	М	F	М	F	М	F	М	F	
Administrators																		
Professionals																		
Superintendents																		
Supervisors																		
Foremen																		

Prepared by:		Date:			
	(Name and Title)		Revised 2	2015-De	c-15

Technicians
Protective Service
Para-Professionals
Office/Clerical
Skilled Craft
Service/Maintenance
Total:

13. EVIDENCE OF INSURABILITY

(Use separate form for each Agency of Broketage agreeing to provide conferge) Lexingtion-fraction from Providing Rolectical United Fractions (USE) and ${\bf PR}$

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əbiT searbbA bə		əbiT			2
Sincy of Broketage Name of Authorized		Name of Authorized Re	resentative		_
tion Σ includes required provisions, statements regarding insurance requirements, and the undersigned agrees to abide by all provis and tine undersigned agrees to abide by all provis	requirements, and the undersigned	agrees to abide by all provisions	от Ине сочетаде's сhecked	above unless state	млэцто р
C-2 – see provisions EXC \$2,000,000 per occ. \$		\$			
C-2 – see provisions WC Statutory w /endorsement as noted		\$			
\$ OTUA see provisions \$1,000,000/per occ.	\$1,000,000,0er occ.	s			
C-2 – see provisions CGL \$1,000,000 per occ. And \$2,000,000 aggregate		s			
	Policy Requirements	До Іпзілеф	Name of Insurer	A.M. Best Code	Ratin

PROJECT NAME: **BID NUMBER:** LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT LEXINGTON, KY All prime Contractors shall certify that Subcontractors have not and will not be awarded to any firms that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law. All bidders shall complete the attached certification in duplicate and submit both copies to the Owner with the bid proposal. The Owner (grantee) shall transmit one copy to the Lexington-Fayette Urban County Government, Division of Community Development, within fourteen (14) days after bid opening. has not and The undersigned hereby certifies that the firm of will not award a subcontract, in connection with any contract award to it as the result of this bid, to any firm that has been debarred for noncompliance with the Federal labor Standards, Title VI of the civil Rights Act of 1964, Executive Order 11246 as amended or any Federal Law. Name of Firm Submitting Bid Signature of Authorized Official Title Date

DEBARRED FIRMS

14.

15. DEBARMENT CERTIFICATION

All contractors/subcontractors shall complete the following certification and submit it with the bid proposal.

The contractor/subcontractor certifies in accordance with Executive Order 12549 (Debarment and Suspension 2/18/86) that to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by any Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other Federal law;
- a) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- b) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(a) of this certification; and
- c) Have not within a three year period preceding this bid has one or more public (Federal, State or local) transactions or contracts terminated for cause or default.
- 2) Where the contractor is unable to certify to any of the statements in this certification, such prospective contractors shall attach an explanation to this certification form.

Date:	
Signature:	
Printed Name and Title of Authorized Representative:	·
Project:	
Firm Name:	

END OF SECTION

PART IV

GENERAL CONDITIONS

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END OF SECTION

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CENERAL CONDITIONS

I. DEFINITIONS

Wherever used in these General Conditions or the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

i.l Addenda

Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bid Documents or the Contract Documents.

1.2 Agreement

The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.3 Application for Payment

The form accepted by CONSULTANT which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

1.4 Bid

The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.5 Bidder

An individual, partnership, or corporation, who submit a Bid for a prime contract with the OWNER, for the Work described in the proposed Contract Documents.

1.6 Bonds

Bid, performance and payment bonds and other instruments of security.

1.7 Calendar Day

A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

1.8 Change Order

A document recommended by CONSULTANT, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

1.9 Contract Documents

The Advertisement for Bidders, Information for Bidders, Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR'S Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Special Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements.

1.10 Contract Unit Price

The monies payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement. Unit Prices are to be firm for the term of this Contract.

1.11 Contract Time

The number of consecutive calendar days between the date of issuance of the Notice to Proceed and the contract completion date.

1.12 CONTRACTOR

The person, firm or corporation with whom OWNER has entered into the Agreement.

1.13 Defective

An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to CONSULTANT'S recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER).

1.14 Drawings

The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by CONSULTANT and are referred to in the Contract Documents.

1.15 Effective Date of the Agreement

The date indicated in the Agreement on which it becomes effective.

1.16 CONSULTANT

The Lexington-Fayette Urban County Government or its authorized representative.

1.17 Field Order

A documented order issued by CONSULTANT which orders minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Time.

1.18 Giving Notice

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

1.19 Laws and Regulations

Laws, rules, regulations, ordinances, codes and/or orders.

1.20 Notice of Award

The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

1.21 Notice to Proceed

A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.

1.22 OWNER

The Lexington-Fayette Urban County Government.

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Placing a portion of the Work in service for the purpose for which it is intended (or related purpose) before reaching Completion for all the Work.

1.24 Project

The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

1.25 Inspector

The authorized representative who is assigned to the site or any part thereof.

1.26 Shop Drawings

All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

1.27 Specifications

Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and

workmanship as applied to the Work and certain administrative details applicable thereto.

1.28 Standard Specifications

The "Standard Specifications for Road and Bridge Construction", Transportation Cabinet, Department of Highways, Commonwealth of Kentucky, current edition. MUTCD shall refer to the "Manual of Uniform Traffic Control Devices.

1.29 Subcontractor

An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

1.30 Special Conditions

The part of the Contract Documents which amends or supplements these General Conditions.

1.31 Supplier

A manufacturer, fabricator, supplier, distributor, materialman or vendor.

1.32 Underground Facilities

All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

1.33 Unit Price Work

An amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

1.34 Work

The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

1.35 Time Period

When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

2. PRELIMINARY MATTERS

5.2

- Delivery of Bonds
 When the CONTRACTOR delivers the executed Agreements to OWNER, control of Attorney as CONTRACTOR may be required to furnish.
- Copies of Documents

 Owner shall furnish to CONTRACTOR up to three copies (unless otherwise specified in the Special Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.
- 2.3 Commencement of Contract Time; Notice to Proceed

 The Contract Time will commence to run on the day specified in the Notice to Proceed.
- 2.4 Starting the Project

 CONTRACTOR shall start to perform the Work on the date when the Contract

 Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.
- Before Starting Construction
 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown report in writing to CONSULTANT any conflict, error or discrepancy which clarification from CONSULTANT before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or CONSULTANT for failure to report any conflict, error or discrepancy in the construction from CONSULTANT before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or CONSULTANT for failure to report any conflict, error or discrepancy in the CONSULTANT for failure to report any conflict, error or discrepancy in the contract Documents, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.
- 2.6 Submittal of Schedules
 Within ten days after the effective date of the Agreement (unless otherwise specified) CONTRACTOR shall submit to CONSULTANT for review:
- **2.6.1** an estimated progress schedule indicating the starting and completion dates of the various stages of the Work;
- 2.6.2 a preliminary schedule of Shop Drawing submissions; and

2.6.3 a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into costs per labor and materials by specification subdivide the Work into costs per labor and materials by specification

section to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission. Schedule of values shall be submitted on AIA G702/703 forms, or approved equal.

2.7 Preconstruction Conference

Before CONTRACTOR starts the Work at the proposed site, a conference attended by CONTRACTOR, CONSULTANT, EEO-Affirmative Action Officer, and other appropriate parties will be held to discuss the following issues: (1) The scheduling of the Work to be completed; (2) The procedures for handling shop drawings and other submittals; (3) The processing of applications for payment; (4) The establishment of an understanding among the involved parties in regard to the proposed project; (5) The establishment of procedures for effectively implementing the LFUCG's 10% minimum DBE goals; and (6) Requirement for Mechanic's Lien on Partial Applications for Payment.

2.8 Finalizing Schedules

At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, CONSULTANT and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to CONSULTANT as providing orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on CONSULTANT responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility thereof. The finalized schedule of Shop Drawing submissions will be acceptable to CONSULTANT as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to CONSULTANT as to form and substance.

3. CONTRACT DOCUMENTS: INTENT, CONFLICTS, AMENDING AND REUSE

3.1 General

The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2 Intent

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used

provided in paragraph 8.4. and interpretations of the Contract Documents shall be issued by CONSULTANT as responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4. Clarifications furnishing or performance of the Work or any duty or authority to undertake consultants, agents or employees, any duty or authority to supervise or direct the nor shall it be effective to assign to CONSULTANT, or any of CONSULTANT'S their consultants, agents or employees from those set forth in the Contract Documents, duties and responsibilities of OWNER, CONTRACTOR or CONSULTANT, or any of incorporated by reference in the Contract Documents) shall be effective to change the referenced standard specification, manual or code (whether or not specifically Bids), except as may be otherwise specifically stated. However, no provision of any the time of opening of Bids (or, on the Effective Date of the Agreement if there were no mean the latest standard specification, manual, code or laws or regulations in effect at governmental authority, whether such reference be specific or by implication, shall technical society, organization or association, or to the laws or regulations of any with that meaning. Reference to standard specifications, manuals or codes of any to describe Work, materials or equipment such words shall be interpreted in accordance

3.3 Conflicts

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to thereby shall obtain a written interpretation or clarification from CONSULTANT; however, CONTRACTOR shall not be liable to OWNER or CONSULTANT for failure to report any conflict, error or discrepancy in the Contract Documents unless failure to report any conflict, error or discrepancy in the Contract Documents unless thereof.

In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order:

I. Agreement 2. Field and Change Orders 3.

4. Special Conditions 5. Instruction to Bidders

6. General Conditions 7. Specifications and Drawings

Figure dimension on drawings shall govern over scale dimensions and detailed Drawings.

3.4 Amending and Supplementing Contract Documents

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof by means of a Change Order or a Field Order. Contract Price and Contract Time may only be changed by a Change Order.

3.5 Reuse of Documents

Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of CONSULTANT; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and CONSULTANT and specific written verification or adaptation by CONSULTANT.

4. AVAILABILITY OF LANDS; PHYSICAL CONDITIONS, REFERENCE POINTS

4.1 Availability of Lands

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER'S furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11. CONSULTANT shall determine if the claim is legitimate or not. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 Physical Conditions

4.2.1 Explorations and Reports

Reference is made to the Special Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by CONSULTANT in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

4.2.2 Existing Structures

Reference is made to the Special Conditions for identification of those drawings of physical conditions in or relating to existing surface and

subsurface structures (except Underground Facilities referred to in paragraph 4.3 which are at or contiguous to the site that have been utilized by CONSULTANT in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

4.2.3 Report of Differing Conditions If CONTRACTOR believes that:

4.2.3.1 any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2 any physical conditions uncovered or revealed at the site differ materially from that indicated, reflected or referred to in the Contract Documents,

CONTRACTOR shall, promptly after becoming aware thereof and before performing and WORK in connection therewith (except in an emergency) notify OWNER and CONSULTANT in writing about the inaccuracy or

notify OWNER and CONSULTANT in writing about the inaccuracy or difference.

4.2.4 CONSULTANT'S Review CONSULTANT'S Retermine the necessity of obtaining additional explorations or tests with respect thereto and advise CONTRACTOR of CONSULTANT'S findings and conclusions.

Possible Document Change
If CONSULTANT concludes that there is a material error in the Contract
Documents or that because of newly discovered conditions a change I the
Contract Documents is required, a Change Order will be issued as provided
in Article 10 to reflect and document the consequences of the inaccuracy or
difference.

4.2.6 <u>Possible Price and Time Adjustments</u>
In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference.

4.3 Physical Conditions-Underground Facilities

4.3.1 Shown or Indicated
The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is

based on information and data furnished to OWNER or CONSULTANT by the owners of such underground facilities or by others. Unless it is otherwise expressly provided in the Special Conditions:

4.3.1.1 <u>OWNER and CONSULTANT</u> shall not be responsible for the accuracy or completeness of any such information or data; and,

4.2.1.2 <u>CONTRACTOR</u> shall have full responsibility for reviewing and checking all such information and data; for locating all underground facilities shown or indicated in the Contract Documents; for coordination of the Work with the owners of such underground facilities during construction; and for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.2 Not Shown or Indicated

If an underground facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency), identify the owner of such Underground Facility and give written notice thereof to that CONSULTANT will owner and to OWNER and CONSULTANT. promptly review the underground facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such underground facility. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any underground facility that was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of.

4.4 Reference Points

OWNER shall provide engineering surveys to establish reference points for construction which in CONSULTANT'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to CONSULTANT whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by a Registered Land Surveyor.

CONTRACTOR'S RESPONSIBILITIES

5.1 Supervision

5.

see that the finished Work complies accurately with the Contract Documents. in and required by the Contract Documents. CONTRACTOR shall be responsible to means, method, technique, sequence or procedure of construction which is indicated be responsible for the negligence of others in the design or selection of a specific techniques, sequences and procedures of construction, but CONTRACTOR shall not CONTRACTOR shall be solely responsible for the means, methods, the Commissioner of Public Works, the Contract may be terminated (see GC section Contract will result in immediate suspension of the Work. Following a review by and provide competent successors. Failure to comply with this condition of the unsatisfactory to OWNER and upon such rejection CONTRACTOR shall designate construction superintendent and project management personnel if they are satisfactory to OWNER. OWNER reserves the right to reject CONTRACTOR'S manager/superintendent and all necessary assistants, all of whom shall be the Project Site during the progress of the Work a competent project toward the CONSULTANT and the general public. CONTRACTOR shall keep at subcontractors, etc.) conduct themselves in a courteous and respectful manner CONTRACTOR shall assure that all CONTRACTOR personnel (including necessary to perform the Work in accordance with the Contract Documents. devoting such attention thereto and applying such skills and expertise as may be CONTRACTOR shall supervise and direct the Work competently and efficiently,

Superintendence

CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and CONSULTANT except under extraordinary circumstances. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

5.3 Labor

2.2

CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. OWNER reserves the right to require CONTRACTOR to remove from the Project any of it's personnel, or subcontractor's personnel for violating LFUCG Policies, Rules or Regulations. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER'S written consent given after prior written notice to CONSULTANT.

5.4 Start-Up and Completion of Work

Unless otherwise specified, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

5.5 Materials and Equipment

All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by CONSULTANT, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to CONSULTANT, or any of CONSULTANT'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4.

5.5.1 Not Clearly Specified or Indicated

In all instances where materials specified are obtainable in different sizes, weights, trade grades, qualities or finishes, etc., whose weights, trade grades, qualities or finishes, etc., are not clearly specified or indicated on the Drawings, the CONTRACTOR shall notify the CONSULTANT of all such instances at least five (5) days in advance of receiving the proposals. The CONSULTANT will then determine which size, weight, trade grade, quality, finish, etc., is required.

5.5.2 Coordination of Work

The CONTRACTOR shall see that for his own Work and for the work of each subcontractor, proper templates and patterns necessary for the coordination of the various parts of the Work are prepared. The CONTRACTOR shall furnish or require the Subcontractor to furnish such duplicates as will enable the Subcontractors to fit together and execute fully their respective portions of the Work.

5.6 Adjusting Progress Schedule

CONTRACTOR shall submit to CONSULTANT for acceptance (to the extent indicated in paragraph 2.8) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the Contract Documents applicable thereto.

5.7.1 General

CONTRACTOR'S expense additional data about the proposed substitute. OWNER/CONSULTANT may require CONTRACTOR to furnish at by OWNER/CONSULTANT in evaluating the proposed substitute. contractors affected by the resulting change, all of which shall be considered acceptance of such substitute, including costs of redesign and claims of other itemized estimate of all costs that will result directly or indirectly from replacement service will be indicated. The application will also contain an will be identified in the application and available maintenance, repair and fee or royalty. All variations of the proposed substitute from that specified substitute in connection with the Work is subject to payment of any license the proposed substitute and whether or not incorporation or use of the direct contract with OWNER for work on the Project) to adapt the design to change in any of the Contract Documents (or in the provisions of any other whether or not acceptance of the substitute for use in the Work will require a not prejudice CONTRACTOR'S achievement of completion on time, will state that the evaluation and acceptance of the proposed substitute will that specified and be suited to the same use as that specified. The application results called for by the general design, be similar and of equal substance to proposed substitute will perform adequately the functions and achieve the OWNER/CONSULTANT for acceptance thereof, certifying that the written application шчкс spall CONTRACTOR 'າนəwdınbə CONTRACTOR wishes to furnish or use a substitute item of material or OWNER/CONSULTANT from anyone, other than CONTRACTOR. of substitute items of material and equipment will not be accepted by OWNER/CONSULTANT will include the following. Requests for review proposed is equivalent or equal to that named. The procedure for review by OWNER/CONSULTANT to determine that the material or equipment allow CONTRACTOR ρλ submitted SI information Suppliers may be accepted by OWNER/CONSULTANT if sufficient indicating that no substitution is permitted, materials or equipment of other function, and quality required. Unless the name is followed by words particular supplier, the naming of the item is intended to establish the type, Documents by using the name of a proprietary item or the name of a Whenever materials or equipment are specified or described in the Contract

5.7.2 Substitutes

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Sequence, technique or procedure of construction acceptable to OWNER/CONSULTANT, if CONTRACTOR submits sufficient information to allow OWNER/CONSULTANT to determine that the substitute proposed is equivalent to that indicated or required by the Contract substitute proposed is equivalent to that indicated or required by the Contract

Documents. The procedure for review by OWNER/CONSULTANT will be similar to that provided in paragraph 5.7.1 as applied by OWNER/CONSULTANT.

5.7.3 OWNER/CONSULTANT'S Approval

OWNER/CONSULTANT will be allowed a reasonable time within which to evaluate each proposed substitute. OWNER/CONSULTANT will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without OWNER/CONSULTANT'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute. OWNER/CONSULTANT will OWNER/CONSULTANT and record time required by OWNER/CONSULTANT'S consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract thereby. Whether or **Documents** occasioned OWNER/CONSULTANT accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of OWNER/CONSULTANT and OWNER/CONSULTANT'S consultants for evaluating each proposed substitute.

5.8 Subcontractors, Suppliers, and Others

5.8.1 Acceptable to CONSULTANT

CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and CONSULTANT as indicated in paragraph 5.8.2), whether initially or as a substitute, against whom OWNER or CONSULTANT may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

5.8.2 Objection After Due Investigation

If the Contract Documents require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and CONSULTANT and if CONTRACTOR has submitted a list thereof, OWNER'S or CONSULTANT'S acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute. No acceptance by

OWNER or CONSULTANT of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or CONSULTANT to reject defective Work.

Contractor Responsible for Acts of Subcontractors

The CONTRACTOR shall perform on the site, and with its own organization, work equivalent to at least fifty (50) percent of the total amount of Work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if, during performing the Work, the CONTRACTOR requests a reduction and the Urban County project manager determines that the reduction would be to the advantage of the Urban County Government.

€.8.2

The CONTRACTOR shall, at the time he submits his proposal for the Contract, notify the OWNER in writing of the names of Subcontractors proposed for the Work. He shall not employ any Subcontractor without the prior written approval of the OWNER.

CONTRACTOR shall be fully responsible to OWNER and CONSULTANT for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the CONTRACTOR or CONTRACTOR is contract Documents shall create any contractual relationship between OWNER or CONSULTANT and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or CONSULTANT to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

5.8.4 <u>Division of Specifications</u>

The divisions and sections of the Specification

The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

5.8.5 Agreement Between Contractor and Subcontractors
All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and CONSULTANT.

5.8.6 Statements and Comments by CONTRACTOR

Meither the CONTRACTOR, his employees, nor his subcontractors shall at any time make any statement or comment as

to the project scope, nature, intention, design, or construction method to any third party or parties without the explicit written consent of the OWNER.

Any third party requesting such information shall be referred to the OWNER or his representative.

Should there be any change from the original intent of the project as a result of any statement or comment by the contractor, his employees or subcontractors, contractor shall be held liable for any change in the scope, nature, design, or construction method and shall bear the full cost for the previously mentioned changes.

5.9 Patent Fees and Royalties

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

5.10 Permits

Unless otherwise provided in the Special conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are no Bids on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

5.11 Laws and Regulations

5.11.1 CONTRACTOR to Comply

CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor CONSULTANT shall be responsible for monitoring contractions.

5.11.2 Specifications and Drawings at Variance

If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give CONSULTANT prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws, or Regulations, and without such notice to CONSULTANT, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with such certain that the Specifications and Drawings are in accordance with such certain that the Specifications and Drawings are in accordance with such certain that the Specifications and Drawings are in accordance with such certain that the Specifications.

Any party, firm or individual submitting a proposal pursuant to invitation must have paid all taxes owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, and must maintain a "current" status in regard to those taxes throughout the Contract. If applicable, business must be licensed in Fayette County.

5.12 Taxes

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work. Any party, firm or individual submitting a proposal pursuant to invitation must have paid all taxes owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, and must maintain a "current" status in regard to those taxes throughout the Contract. If applicable, business must be licensed in Fayette County.

5.13 Use of Premises

5.13.1 Project Site

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the staging areas or work site areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such

land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or CONSULTANT by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and CONSULTANT harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or CONSULTANT to the extent based on a claim arising out of CONTRACTOR'S performance of the Work.

5.13.2 Clean UP

During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

5.13.1 Loading of Structures

CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

5.14 Record Drawings

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Change Orders, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to CONSULTANT for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to CONSULTANT for OWNER.

5.15 Shop Drawings and Samples

5.15.1 Shop Drawing Submittals

After checking and verifying all field measurements and after complying

with applicable procedures specified, CONTRACTOR shall submit to CONSULTANT for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.8), or for other appropriate action if so indicated in the Special Conditions, five copies (unless otherwise specified) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied contract Documents with respect to the review of the submission. All submissions will be identified as Documents with the complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable CONSULTANT to review the information as required.

5.15.2 Sample Submittals

CONTRACTOR shall also submit to CONSULTANT for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

5.15.3 Review by CONTRACTOR

Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified and similar data with respect thereto and reviewed or coordinated each shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

5.15.4 Notice of Variation

At the time of each submission, CONTRACTOR shall give CONSULTANT specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to CONSULTANT for review and approval of each such variation.

5.15.5 CONSULTANT'S Approval

CONSULTANT will review and approve with reasonable promptness Shop Drawings and samples, but CONSULTANT'S review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or

procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by CONSULTANT, and shall return the required number of corrected copies of Shop Drawings and submit, as required, new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by CONSULTANT on previous submittals.

5.15.6 Responsibility for Errors and Omissions

CONSULTANT'S review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called CONSULTANT'S attention to each such variation at the time of submission as required by paragraph 5.15.4 and CONSULTANT has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by CONSULTANT relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 5.15.3.

5.15.7 Cost of Related Work

Where a Shop or sample is required by the Specifications, any related Work performed prior to CONSULTANT'S review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

5.16 Continuing the Work

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolutions of any disputes or disagreements, except as permitted by paragraph 14.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

5.17 Erosion and Sediment Control

5.17.1 General Environmental Requirements

The CONTRACTOR and Subcontractors performing work on projects on behalf of the OWNER shall comply with all applicable federal, state, and local environmental regulations and all requirements and conditions set forth in "special" permits including but not limited to Corp of Engineers 404 permits, 401 Water Quality Certifications, Stream Crossing and Floodplain Encroachment Permits.

Any fines or penalties resulting from the failure to comply with the terms of the federal, state or local permits or perform necessary corrective action are solely the obligation of the CONTRACTOR.

5.17.2 Stormwater Pollution Prevention

with applicable local, state and federal law. collected and properly disposed of by the CONTRACTOR in accordance pollutants shall not be discharged from the job site. Such waters shall be for washing or processing, or that contains oils, sediments or other Jurisdictional wetland is expressly prohibited. Water that has been used or other material. The operation of equipment and/or materials in a any damage to any stream or wetland from pollution by debris, sediment A. The CONTRACTOR shall exercise due care to prevent or minimize

:gniwollot prevention plan or erosion and sediment control plan and ensuring the responsible for maintaining compliance with the stormwater pollution responsibility of the CONTRACTOR. The CONTRACTOR is solely application preparation and all required documentation are the KYR100000 and the LFUCG, Land Disturbance Permit. Permit Construction Activities under the KPDES Storm Water General Permit Disturb (NOI) for Coverage of Storm Water Discharges Associated with project including, but not necessarily limited to the KY Notice of Intent to state and local permits associated with stormwater discharges from the B. The CONTRACTOR is solely responsible for securing all required

erosion control plan is current and available for review on site; That the Stormwater Pollution Prevention Plan (SWPPP) or a.

permit are conducted by qualified personnel and are available for That any and all stormwater inspection reports required by the ·q

review onsite; and

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sediment from leaving the site. maintained and effective at controlling erosion and preventing That all best management practices (BMPs) are adequately

properly disposed at the CONTRACTOR's expense. or liquids that become contaminated. The collected spill material shall be required to contain any spillage or leakage and to remove materials, soils personnel to perform any and all emergency measures that may be C. The CONTRACTOR shall provide the necessary equipment and

local and state authorities. Discharges Associated with Construction Activity with the appropriate of Coverage Under the KPDES General Permit for Storm Water OWNER, the CONTRACTOR must file a Notice of Termination (NOT) Upon completion of the work and with the concurrence of the

E. Any fines or penalties resulting from the failure to comply with the terms of the state or local stormwater permits or perform necessary corrective action are solely the obligation of the CONTRACTOR.

6. OTHER WORK

6.1 Related Work at Site

OWNER may perform other work related to the Project at the site by OWNER'S own forces, have other work performed by utility owners or let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and, if such performance will involve additional expense to CONTRACTOR or requires additional time, a Change Order to the Contract will be negotiated.

6.2 Other Contractors or Utility Owners

CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of CONSULTANT and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

6.3 Delays Caused by Others

If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to CONSULTANT in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR'S failure so to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in the other work.

6.4 Coordination

If OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Special Conditions, and the specific matters to be covered by such authority and

responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Special Conditions.

7. OWNER'S RESPONSIBILITIES

7.1 Communications
OWNER shall issue all communications to CONTRACTOR through CONSULTANT.

7.2 Data and Payments
OWNER shall furnish the data required of OWNER under the Contract
Documents promptly after they are due.

CANGE Statements, and Surveys

OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by CONSULTANT in preparing the Drawings and Specifications.

7.4 Change Orders

OWNER is obligated to execute Change Orders as indicated in paragraph 9.4.

Inspections, Tests and Approvals

OWNER'S responsibility in respect to certain inspections, tests and approvals is set

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5.6 Stop or Suspend Work
In connection with OWNER'S right to stop Work or suspend Work, see paragraph
12.4 and 14.1 Paragraph 14.2 deals with OWNER'S rights to terminate services of
CONTRACTOR under certain circumstances.

8. CONSULTANT'S STATUS DURING CONSTRUCTION

Visits to Site

2.8

OWNER'S Representative CONSULTANT will be OWNER'S representative during the construction period.

The duties and responsibilities and the limitations of authority of CONSULTANT as OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and CONSULTANT.

CONSULTANT will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. CONSULTANT will not be required to make exhaustive or

continuous on-site inspections to check the quality or quantity of the Work. CONSULTANT'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations, CONSULTANT will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

8.3 Project Representation

CONSULTANT will provide an Inspector to assist CONSULTANT in observing the performance of the Work. If OWNER designates another agent to represent OWNER at the site who is not CONSULTANT'S agent or employee, the duties, responsibilities and limitations of authority of such other person will be as provided in the Special Conditions.

8.4 Clarifications and Interpretations

CONSULTANT will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as CONSULTANT may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

8.5 Authorized Variations in Work

CONSULTANT may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order.

8.6 Rejecting Defective Work

CONSULTANT will have authority to disapprove or reject Work which CONSULTANT believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 12.3, whether or not the Work is fabricated, installed or completed.

8.7 Shop Drawings

In connection with CONSULTANT'S responsibility for Shop Drawings and samples, see paragraphs 5.15.1 through 5.16 inclusive.

8.8 Change Orders

In connection with CONSULTANT'S responsibilities as to Change Orders, see Articles 10, 11 and 12.

8.9 Payments

In connection with CONSULTANT'S responsibilities with respect to Applications for Payment, etc., see Article 13.

8.10 Determinations for Unit Prices

CONSULTANT will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR.

CONSULTANT will review with CONTRACTOR CONSULTANT'S preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise).

8.11 Decision on Disputes

CONSULTANT will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the respect of changes in the Contract Price or Contract Time will be referred initially with this paragraph, which CONSULTANT will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered to CONSULTANT promptly (but in no event later than thirty days) be delivered to CONSULTANT promptly (but in no event later than thirty days) will be submitted to CONSULTANT within sixty days after then occurrence of the event giving rise thereto, and written supporting data unless CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim.

8.12 Limitations on CONSULTANT's Responsibilities

8.12.1 CONTRACTOR, Supplier, or Surety

Neither CONSULTANTS authority to act under this Article 8 or elsewhere in the Contract Documents nor any decision made by CONSULTANT in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of CONSULTANT to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

8.12.2 To Evaluate the Work

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives or like "effect" or "import" are used to describe a requirement, direction, review or judgment of CONSULTANT as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign CONSULTANT any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4.

8.12.3 CONTRACTOR'S Means, Methods, Etc.

CONSULTANT will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and CONSULTANT will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

8.12.4 Acts of Omissions of CONTRACTOR

CONSULTANT will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

9. CHANGES IN THE WORK

9.1 OWNER May Order Change

Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Change Order. Upon receipt of such notice, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

9.2 Claims

Claims for an increase or decrease in the Contract Price or an extension or shortening or the Contract Time that should be allowed as a result of a Change Order will be settled as provided for in Article 10 or Article 11.

9.3 Work Not in Contract Documents

CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraph 3.4, except in the case of an emergency and except in the case of uncovering Work as provided in paragraph 12.3.4.

9.4 Change Orders

OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

9.4.1 changes in the Work which are ordered by OWNER pursuant to paragraph 9.1, are required because of acceptance of defective Work under paragraph 12.7 or corrective defective Work under paragraph 12.8, or are agreed to by the parties;

9.4.2 changes in the Contract Price or Contract Time which are agreed to by the parties; and

9.4.3 changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by CONSULTANT pursuant to paragraph 8.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and REGULATIONS, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph on the Work and adhere to the progress schedule as provided in paragraph 5.16.

9.5 Notice of Change

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

10. CHANGE OF CONTRACT PRICE

10.1 Total Compensation

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

10.2 Claim for Increase or Decrease in Price

The Contract Price may only be changed by a Change Order. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the CONSULTANT promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by CONTRACTOR'S written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR is entitled as a result of the occurrence of said event.

10.3 Value of Work

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

10.3.1 Unit Prices

Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of

the items involved (subject to the provisions of paragraphs 10.9.1. through 10.9.3, inclusive).

10.3.2 Lump Sum

By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 10.6.2.1).

10.3.3 Cost Plus Fee

On the basis of the Cost of the Work (determined as provided in paragraphs 10.4 and 10.5) plus a CONTRACTOR'S fee for overhead and profit (determined as provided in paragraphs 10.6 and 10.7).

10.4 Cost of the Work

The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project; shall include only the following items; and shall not include any of the costs itemized in paragraph 10.5:

10.4.1 Payroll Costs

Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

10.4.2 Materials and Equipment Costs

Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

10.4.3 Subcontractor Costs

Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to CONSULTANT, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work Plus a Fee, the Subcontractor of the Work Plus and Subcontractor is to be paid on the basis of Cost of the Work Plus and Subcontractor is to be paid on the basis of Cost of the Contract Documents insofar as applicable.

10.4.4 Special Consultant Costs

Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

10.4.5 Supplemental Costs

10.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

10.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of CONSULTANT, and the costs of transportation, loading, unloading, installation, dismantling and removal shall be in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

- 10.4.5.4 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.
- 10.4.5.5 Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- Losses and damages (and related expenses), 10.4.5.6 not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR'S fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid a fee proportionate to that stated in paragraph 10.6.2 for services.
- 10.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.
- 10.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- 10.4.5.9 Cost of premiums for additional Bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by OWNER.

10.5 Not to Be Included in Cost of the Work

The term Cost of the Work shall not include any of the following:

10.5.1 Costs of Officers and Executives

Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general

managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 10.4.1 or specifically covered by paragraph 10.4.4 - all of which are to be considered administrative costs covered by the CONTRACTOR'S fee.

10.5.2 <u>Principal Office</u> Expenses of CONTRACTOR'S principal and branch offices other than

Expenses of CONTRACTOR'S principal and branch offices oner man

10.5.3 <u>Capital Expense</u>
Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

Cost of premiums for all Bonds and for all insurance whether or not maintain the same (except for the cost of premiums covered by subparagraph maintain the same (except for the cost of premiums covered by subparagraph 10.4.5.9 above).

Costs Due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

10.5.6 Other Costs
Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

10.6 Contractor's Fee

The CONTRACTOR'S Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

- 10.6.1 a mutually acceptable fixed fee; or if none can be agreed upon,
- 10.6.2 a fee based on the following percentages of the various portions of the Cost of the Work:
 - 10.6.2.1 for costs incurred under paragraphs 10.4.1 and 10.4.2, the CONTRACTOR'S fee shall be fifteen percent;
 - 10.6.2.2 for costs incurred under paragraph 10.4.3, the CONTRACTOR'S fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors shall be fifteen percent;
 - no fee shall be payable on the basis of costs itemized under paragraphs 10.4.4, 10.4.5 and 10.5;
 - 10.6.2.4 the amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR'S Fee by an amount equal to ten percent of the net decrease; and
 - 10.6.2.5 when both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S fee shall be computed on the basis of the net change in accordance with paragraphs 10.6.2.1 through 10.6.2.4, inclusive.

10.7 Itemized Cost Breakdown

Whenever the cost of any Work is to be determined pursuant to paragraph 10.4 or 10.5, CONTRACTOR will submit in form acceptable to CONSULTANT an itemized cost breakdown together with supporting data.

10.8 Cash Allowances

It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to CONSULTANT, CONTRACTOR agrees that:

10.8.1 Materials and Equipment

The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

10.8.2 Other Costs

CONTRACTOR'S costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances. No demand for additional payment on account of any thereof will be valid.

10.8.3 Change Order

Prior to final payment, an appropriate Change Order will be issued as recommended by CONSULTANT to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

10.9 Unit Price Work

10.9.1 <u>General</u>

Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price. Work performed by CONTRACTOR will be made by CONSULTANT in accordance with Paragraph 8.10.

10.9.2 Overhead and Profit

Each unit price will be deemed to include an amount considered by CONTRACTOR'S overhead and profit for each separately identified item.

10.9.3 Claim for Increase in Unit Price

Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 10.

11. CHANGE OF CONTRACT TIME

11.1 Change Order

The Contract Time may only be changed by a Change Order. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered to CONSULTANT promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by CONSULTANT in accordance with paragraph 8.11. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 11.1.

11.2 Justification for Time Extensions

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefore as provided in paragraph 11.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 6, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

11.3 Time Limits

All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 11 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) for delay by either party.

12. WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

12.1 Warranty and Guarantee

CONTRACTOR warrants and guarantees to OWNER and CONSULTANT that all Work will be in accordance with the Contract Documents and will not be defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 12.

12.2 Access to Work

CONSULTANT and CONSULTANT'S representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

12.3 Tests and Inspections

12.3.1 Timely Notice CONTRACTOR shall give CONSULTANT timely notice of readiness of

the Work for all required inspections, tests or approvals.

12.3.2 Requirements and Responsibilities

The CONSULTANT may require such inspection and testing during the course of the Work as he/she deems necessary to ascertain and assure the integrity and acceptable quality of the materials incorporated and the work performed. Inspection presence may be either full-time or intermittent, and neither the presence nor absence at any time of the CONSULTANT or the neither the presence nor absence at any time of the CONSULTANT or the acceptability and integrity of the Work or any part thereof.

The costs of sampling, testing, and inspection on-site to ascertain acceptability of the Work and materials will be borne by the OWNER except as otherwise provided. The OWNER will select a testing laboratory to perform such sampling and testing. Sampling and/or testing required by the CONTRACTOR or necessitated by failure of Work or materials to meet the above acceptability test shall be at the expense of the CONTRACTOR.

Inspection services may be performed by the employees of the OWNER or by others selected or designated by the OWNER or the CONSULTANT.

Sampling and/or testing required for manufacturing quality and/or process control, for certification that raw mineral materials or manufactured products are the quality specified in the contract, or to assure the acceptability for incorporation into the Work shall be borne by the CONTRACTOR or the material supplier.

Cost for inspection, sampling, testing, and approvals required by the laws or regulations of any public body having competent jurisdiction shall be borne by the CONTRACTOR or the material supplier.

Sampling and testing will be in accord with pertinent codes and regulations and with appropriate standards of the American Society of Testing Materials or other specified standards.

organizations acceptable to OWNER and CONTRACTOR (or by

12.3.3 On-Site Construction Test and Other Testing
All inspections, tests or approvals other than those required by Laws or
Regulations of any public body having jurisdiction shall be performed by

CONSULTANT if so specified).

12.3.4 Covered Work

If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of CONSULTANT, it must, if requested by CONSULTANT, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given CONSULTANT timely notice of CONTRACTOR'S intention to cover the same and CONSULTANT has not acted with reasonable promptness in response to such notice.

12.3.5 CONTRACTOR'S Obligation

Neither observations by CONSULTANT nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents.

12.4 OWNER May Stop the Work

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

12.5 Correction or Removal of Defective Work

If required by CONSULTANT, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by CONSULTANT, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

12.6 One Year Correction Period

If within one year after the date of Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement

(including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Change Order.

12.7 Acceptance of Defective Work

If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to OWNER'S evaluation of and determination to accept such defective Work (such costs to be approved by CONSULTANT as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals).

12.8 OWNER May Correct Defective Work

the Work attributable to the exercise by OWNER of OWNER'S rights and remedies allowed an extension of the Contract Time because of any delay in performance of replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be and replacement of work of others destroyed or damaged by correction, removal or architects, attorneys and other professionals, all court costs and all costs of repair consequential costs will include but not be limited to fees and charges of engineers, entitled to an appropriate decrease in the Contract Price. Such direct, indirect and revisions in the Contract Documents with respect to the Work; and OWNER shall be CONSULTANT, and a Change Order will be issued incorporating the necessary charged against CONTRACTOR in an amount approved as to reasonableness by consequential costs of OWNER in exercising such rights and remedies will be exercise the rights and remedies under this paragraph. All direct, indirect and employees such access to the site as may be necessary to enable OWNER to CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and for which OWNER has paid CONTRACTOR but which are stored elsewhere. the site and incorporate in the Work all materials and equipment stored at the site or of CONTRACTOR'S tools, appliances, construction equipment and machinery at the Work, and suspend CONTRACTOR'S services related thereto, take possession exclude CONTRACTOR from all or part of the site, take possession of all or part of the extent necessary to complete corrective and remedial action, OWNER may rights and remedies under this paragraph OWNER shall proceed expeditiously. To to CONTRACTOR, correct and remedy any such deficiency. In exercising the provision of the Contract Documents, OWNER may, after seven days' written notice the Contract Documents, or if CONTRACTOR fails to comply with any other paragraph 12.5, or if CONTRACTOR fails to perform the Work in accordance with and replace rejected Work as required by CONSULTANT in accordance with CONSULTANT to proceed to correct and to correct defective Work or to remove If CONTRACTOR fails within a reasonable time after written notice of

hereunder.

13. PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 Schedule of Values

The schedule of values established as provided in paragraph 2.8 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to CONSULTANT. Progress payments on account of Unit Price Work will be based on the number of units completed.

13.2 Application for Progress Payment

At least ten days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to CONSULTANT for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. OWNER shall, within thirty (30) calendar days of presentation to him of an approved Application for Payment, pay CONTRACTOR the amount approved by CONSULTANT. Monthly progress payments shall be ninety (90) percent of the sum obtained by applying the respective bid unit prices to the approved estimated quantities of work completed by the Contractor during the preceding month. The remaining ten (10) percent will be held by the Owner, as retainage. At such time as the CONSULTANT deems appropriate - based on the quality of work performed, progress of cleanup, and other pertinent factors - the rate of retainage, or the total amount retained, may be reduced; although, any reduction in retainage, below the ten (10) percent level, is made solely at the CONSULTANT's discretion. All remaining retainage held will be included in the final payment to the Contractor.

13.2.1 Waivers of Mechanic's Lien

With each Application for Payment OWNER may require CONTRACTOR to submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

13.2.1.1 Requirement for waivers of Mechanic's Lien on Partial Applications for Payment will be determined and communicated at the Preconstruction Conference.

13.2.1.2 Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.

13.2.1.3 When an application shows completion of an item, submit conditional final or full waivers.

13.2.1.4 Owner reserves the right to designate which entities involved in the Work must submit waivers.

13.2.1.5 Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

13.3 CONTRACTOR'S Warranty of Title

CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

13.4 Review of Applications for Progress Payment

13.4.1 Submission of Application for Payment

CONSULTANT will, after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing CONSULTANT'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

13.4.2 CONSULTANT'S Recommendation

CONSULTANT may refuse to recommend the whole or any part of any payment, if, in CONSULTANT'S opinion, it would be incorrect to make such representations to OWNER. CONSULTANT may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in CONSULTANT'S opinion to protect OWNER from loss because:

- 13.4.2.1 the Work is defective, or completed Work has been damaged requiring correction or replacement;
- 13.4.2.2 the Contract Price has been reduced by Written Amendment or Change Order;
- 13.4.2.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 12.8; or
- 13.4.2.4 of CONSULTANT's actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.1 through 14.2.9 inclusive.

13.5 Partial Utilization

OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and has been completed. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER that said part of the Work is complete and request that a Certificate of Completion be issued for that part of the Work.

13.6 Final Inspection

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, CONSULTANT will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

13.7 Final Application for Payment

After CONTRACTOR has completed all such corrections to the satisfaction of CONSULTANT and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 5.14) and other documents - all as required by the Contract Documents, and after CONSULTANT has indicated that the Work is acceptable (subject to the provisions of paragraph 13.10), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to

furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

13.8 Final Payment and Acceptance

I3.8.1 CONSULTANT'S Approval

If, on the basis of CONSULTANT'S observation of the Work during construction and final inspection, and CONSULTANT'S review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, CONSULTANT will, after receipt of the final Documents have been fulfilled, CONSULTANT will, after receipt of the payment. Thereupon CONSULTANT will give written notice to OWNER for payment. Thereupon CONSULTANT will give written notice to OWNER for payment. Thereupon CONSULTANT will give written notice to OWNER of paragraph 13.10. Otherwise, CONSULTANT will return the Application of paragraph 13.10. Otherwise, CONSULTANT will return the Application to OWNER and CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the recommend final payment, in which case CONTRACTOR shall make the recommend final payment, in which case CONTRACTOR shall make the recommend final payment, in which case CONTRACTOR shall make the recommend final payment, in which case CONTRACTOR shall make the recommend final payment, in which case CONTRACTOR shall make the

13.8.2 Delay in Completion of Work

If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, OWNER shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of CONSULTANT, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 10 of Part II, Information for Bidders, the written consent of the surety to the payment of the balance due for that written consent of the surety to the payment of the balance due for that Such payment shall be made under the terms and conditions governing final Such payment, except that it shall not constitute a waiver of claims.

13.8.3 <u>Retainage</u> Retainage is not applicable to this project.

13.9 CONTRACTOR'S Continuing Obligation CONTRACTOR'S obligation to perform and com

CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by CONSULTANT, nor the issuance of a certificate of Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any payment by OWNER nor any failure to do so, nor any review and nor any act of acceptance by OWNER nor any failure to do so, nor any review and

approval of a Shop Drawing or sample submission, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 13.10).

13.10 Waiver of Claims

The making and acceptance of final payment will constitute:

- a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by OWNER of any rights in respect of CONTRACTOR'S continuing obligations under the Contract Documents; and
- a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

14. SUSPENSION OF WORK AND TERMINATION

14.1 OWNER May Suspend Work

OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and CONSULTANT which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 10 and 11.

14.2 OWNER May Terminate

The OWNER may terminate the Work upon the occurrence of any one or more of the following events:

- **14.2.1** if CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
- 14.2.2 if a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against

CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

14.2.3 if CONTRACTOR makes a general assignment for the benefit of creditors;

14.2.4 if a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors;

14.2.5 if CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

14.2.6 if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.8 as revised from time to time);

14.2.7 if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

14.2.8 if CONTRACTOR disregards the authority of CONSULTANT, or

14.2.9 if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

If such costs exceed such unpaid balance, CONTRACTOR shall pay the and court and arbitration costs) such excess will be paid to CONTRACTOR. tees and charges of engineers, architects, attorneys and other professionals consequential costs of completing the Work (including but not limited to the unpaid balance of the Contract Price exceeds the direct, indirect and not be entitled to receive any further payment until the Work is finished. If Work as OWNER may deem expedient. In such case CONTRACTOR shall has paid CONTRACTOR but which are stored elsewhere, and finish the Work all materials and equipment stored at the site or for which OWNER liability to CONTRACTOR for trespass or conversion), incorporate in the same to the full extent they could be used by CONTRACTOR (without appliances, construction equipment and machinery at the site and use the the site and take possession of the Work and of all CONTRACTOR'S tools, terminate the services of CONTRACTOR, exclude CONTRACTOR from written notice and to the extent permitted by Laws and Regulations, OWNER may, after giving CONTRACTOR (and the surety) seven days'

difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by CONSULTANT and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

- 14.2.10 If safety violations are observed and brought to the Contractors attention and Contractor fails to take immediate corrective measures any repeat of similar safety violations, Owner will order an immediate termination of contract. Note: it is the Contractor's responsibility to know proper safety measures as they pertain to construction and OSHA.
- 14.2.11 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.
- 14.2.12 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.

14.3 CONTRACTOR'S Services Terminated

Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

14.4 Payment After Termination

Upon seven days' written notice to CONTRACTOR, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

14.5 CONTRACTOR May Stop Work or Terminate

If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or CONSULTANT fails to act on any Application for Payment within sixty days after it is submitted, or OWNER fails for sixty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and CONSULTANT, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if CONSULTANT has failed to act on an Application

for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and CONSULTANT stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 5.16 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

15. MISCELLANEOUS

1.21

Claims for Injury or Damage Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 15.1 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

15.2 Non-Discrimination in Employment

The CONTRACTOR shall comply with the following requirements prohibiting discrimination:

15.2.1 That no person (as defined in KRS 344.010) shall bid on Lexington-Fayette Urban County Government construction projects, or bid to furnish materials or supplies to the Lexington-Fayette Urban County Government, if, within six months prior to the time of opening of bids, said person shall have been found, by declamatory judgment action in Fayette Circuit Court, to be presently engaging in an unlawful practice, as hereinafter defined. Such declamatory judgment action may be brought by an aggrieved individual or upon an allegation that an effort at conciliation pursuant to KRS 344.200 has been attempted and failed, by the Lexington-Fayette County Human Rights Commission.

15.2.2 That it is an unlawful practice for an employer:

- 15.2.2.1 to fail or refuse to hire, or to discharge any individual or otherwise to discriminate against an individual, with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, age, or national origin; or
- 15.2.2.2 to limit, segregate or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's sex, race, color, religion, age, or national origin.
- 15.2.3 That it is an unlawful practice for an employer, labor organization, or joint-labor management committee controlling apprenticeship or other training or retraining, including on-the-job training programs to discriminate against an individual because of his race, color, religion, sex, age, or national origin in admission to, or employment in, any program established to provide apprenticeship or other training.
- **15.2.4** That a copy of this Ordinance shall be furnished all suppliers and made a part of all bid specifications.
- 15.2.5 This Ordinance shall take effect after it is signed, published and recorded, as required by law.

15.3 Temporary Street Closing or Blockage

The CONTRACTOR will notify the CONSULTANT at least 72 hours prior to making any temporary street closing or blockage. This will permit orderly notification to all concerned public agencies. Specific details and restrictions on street closure or blockage are contained in the Special Conditions.

15.4 Percentage of Work Performed by prime CONTRACTOR

The CONTRACTOR shall perform on site, and with its own organization, Work equivalent to at least fifty (50%) percent of the total amount of Work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if, during performing the Work, the CONTRACTOR requests a reduction and the CONSULTANT determines that the reduction would be to the advantage of the OWNER.

15.5 Clean-up

Cleanup shall progress, to the greatest degree practicable, throughout the course of the Work. The Work will not be considered as completed, and final payment will not be made, until the right-of-way and all ground occupied or affected by the Contractor in connection with the Work has been cleared of all rubbish, equipment,

excess materials, temporary structures, and weeds. Rubbish and all waste materials of whatever nature shall be disposed of, off of the project site, in an acceptable manner. All property, both public and private, which has been damaged in the prosecution of the Work, shall be restored in an acceptable manner. All areas shall be draining, and all drainage ways shall be left unobstructed, and in such a condition that drift will not collect or scour be induced.

15.6 General

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon remedies available to OWNER and CONSULTANT thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

15.7 Debris Disposal

For all LFUCG projects any trash, construction demolition debris, yard waste, dirt or debris of any kind that is removed from the project site must be disposal site or facility must be approved in advance by the LFUCG and disposal documentation is required. The Contractor will be responsible for payment of any fines associated with improper disposal of material removed from the project site.

END OF SECTION

PART V SPECIAL CONDITIONS INDEX

- 1 BLASTING
- 2 RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION
- 3 WEATHER RELATED DELAYS
- 4 WAGE SCALES

BLASTING - not applicable.

2. 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

DISONALIFIED FROM AWARD OF THE INSURANCE REQUIREMENTS BELOW, AND THE INSURANCE REQUIRED HEREIN. IF YOU FAIL TO SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE OF AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF BUSONERY, OF ARE INSURANCE OF THE ## 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:

Excess/Umbrella Liability	\$2 million per occurrence
Employer's Liability	\$100,000,001
Worker's Compensation	Statutory
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
General Liability aggregate (Insurance Services Office Form CG 00 01)	51 million per occurrence, \$2 million or \$2 million combined single limit
Coverage	डााणा

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 it is 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 penalties, as available, including but not limited to purchasing insurance and charging or terminating the work.

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3. WEATHER RELATED DELAYS

- A. The Project Completion date shall be established with the understanding that no extension of time will be granted for weather related delays that are within the average temperature or number of rain or snow days within a particular month. The average weather conditions shall be established by referencing the records of the National Oceanic and Atmospheric Administration (NOAA) and as defined herein.
- B. Extensions of inclement weather shall be granted only when the work affected must be on schedule at the time of delay. No time will be granted for work which is behind schedule in excess of the actual delay caused by the weather, assuming the work had been on schedule.
- C. Time granted for weather delays shall be requested on a monthly basis.
- D. The weather experienced at the project site during the contract period must be found to be unusually severe, that is more severe than the adverse weather anticipated for the project location during any given month. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.
- E. The anticipated adverse weather delays shall be based on the National Oceanic and Atmospheric Administration (NOAA) climatography ten year average for the Lexington Bluegrass Airport KY US location. The Mean Number of Days of daily precipitation using >= 0.10 will determine the base line for monthly anticipated adverse weather evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities. Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will record the occurrence of actual adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical path activities for 50 percent or more of the contractor's scheduled work date. The number of actual adverse weather delay days shall be calculated chronologically from the first to the last day of each month, and be recorded as full days. The number of actual adverse weather days greater than the number of anticipated adverse weather days, listed above, shall be the number of unusually severe weather days for the purposes of any contract extensions (actual adverse weather days anticipated adverse weather days = unusually severe weather days.)

F. Definitions:

1. "Unusually severe weather" - weather that is more severe than the adverse weather anticipated for the season or location involved.

2. "Adverse weather" - atmospheric conditions at a definite time and place that are unfavorable to construction activities.

4. WAGE SCALES,

PART VI

CONTRACT AGREEMENT

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PART VI

CONTRACT AGREEMENT

4. THE CONTRACT SUM				
Notice to begin Work will be given in whole or for part of the Work as determined by the OWNER pending the availability of funds. The order of construction will be as determined after consultation between the CONTRACTOR and the OWNER.				
3. ISSUANCE OF WORK ORDERS				
The date estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as May 5, 2025 to final completion date. The time shall begin in accordance with the Notice to Proceed provided by OWNER.				
7. TIME OF COMPLETION				
The CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, General Conditions, Special Conditions of the Contract, the Specifications, Contract Documents, and IonWave Q&A and Addenda, therefore as prepared by Brandstetter Carroll Inc. for the LFUCG Detention Center Portable Classroom Building Project.				
I' SCOLE OF WORK				
WITNESSETH: That the CONTRACTOR and the OWNER in consideration of proposal by the CONTRACTOR, dated hereby agree to commence and complete the construction described as follows:				
THIS AGREEMENT, made on the day of dovernment, acting herein called "OWNER" and between Lexington-Fayette Urban County of doing business as *(an individual) (a partnership) (a corporation) located in the City of doing business as *(an individual) (a partnership) (a corporation) located in the City of doing business as *(an individual) (a partnership) (a corporation) located in the City of doing business as *(an individual) (a partnership) (a corporation) located in the City of doing business as *(an individual) (a partnership) (a corporation) located in the City of doing business and State of doing business and State of doing business and State of doing business and State of doing business and State of doing business and State of doing business and State of doing business and State of doing business and State of doing business and State of doing business and State of doing business and State of doing business and State of doing business and State of doing business and State of doing business and State of doing business and state of doing business and state of doing business and state of doing business and state of doing business and do				

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, as quoted in the proposal, subject to any additions and deductions, as provided therein.

5. PROGRESS PAYMENTS

The OWNER shall make payments on account of the Contract, as provided in accordance with the General Conditions, less the aggregate of previous payments.

6. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due within ninety (90) days after completion of the Work, provided the Work be then fully completed and the Contract fully accepted.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the Work has been paid.

If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, the OWNER shall without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

7. THE CONTRACT DOCUMENTS

The Advertisement for Bids, Information for Bidders, the General Conditions, Performance and Payment Bonds, Contract Agreement, Special Conditions, Technical Specifications, any and all Addenda, and Proposal, Ion Wave Q&A, and Plan Drawings form the Contract, and they are fully a part of the Contract as if hereto attached or herein repeated.

8. EXTRA WORK

The OWNER, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such Work shall be executed and paid for in accordance with the General Conditions, which is a part of this Contract.

DBYMINGS (CONTRACT DOCUMENTS): THE FOLLOWING IS AN ENUMERATION OF THE SPECIFICATIONS AND

SPECIFICATIONS

TITLE	'ON
	SECTION

.6

XI	Technical Specifications and Drawing
IIIV	Addenda
IΙΛ	Performance and Payment Bonds
IΛ	Contract Agreement
Λ	Special Conditions
ΛI	General Conditions
III	Form of Proposal
II	Information for Bidders
I	Advertisement for Bids

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

(Seal) ATTEST:	Lexington-Fayette Urban County Government. <u>Lexington, Kentucky</u> (Owner)		
Allest:			
Clerk of the Urban County Council	BY:		
(Witness)	(Title)		
(Seal)	(Contractor)		
(Secretary)*	BY:		
(Secretary)			
(Witness)	(Title)		
	(Address and Zip Code)		

IMPORTANT: *Strike out any non-applicable terms.

Secretary of the Owner should attest. If the CONTRACTOR is corporation, Secretary should attest. Give proper title of each person-executing Contract.

PART VII

<u>PERFORMANCE AND PAYMENT BONDS</u>

<i>PEKFORMANCE BOND</i>	·I

BYXWENT BOND

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PART VII

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that (Name of CONTRACTOR) (Address of CONTRACTOR) , hereinafter (Corporation, Partnership, or Individual) called Principal, and (Name of Surety) (Address of Surety) hereinafter called Surety, are held and firmly bound unto LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT 200 East Main Street, Third Floor Lexington, Kentucky 40507 hereinafter called "OWNER" in the penal sum of:), for the payment of whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. WHEREAS, Principal by written agreement is entering into a Contract with OWNER for in accordance with drawings and (project name)____ (the Engineer) which Contract is by reference specifications prepared by: made a part hereof, and is hereinafter referred to as the Contract. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by the OWNER. Whenever, Principal shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (I) Complete the Contract in accordance with its terms and conditions or
- Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the OWNER elects, upon determination by the OWNER and Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and OWNER, and make available as Work or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price; but not exceeding, including other costs and mass the total amount payable by OWNER to Principal under the Contract and any amendments thereto, less the amount properly paid by OWNER to Principal.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of OWNER.

IN WITNESS WHEREOF, this instrum	nent is executed in each (number)	ch one of which shall be	
deemed an original, this the	(number) day of	, 20	
ATTEST:			
	Principal		
(Principal) Secretary			
	BY:	(s)	
	(Address)		
Witness as to Principal	-		
(Address)			
ATTEST:	Surety BY:Attorney-in-Fa	not .	
(Surety) Secretary	(Address)	<u> </u>	
(SEAL)	- (Fiduless)		
Witness as to Surety			
(Address)	TITLE:		
	Surety		
	BY:		
TITLE:			

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Contract.

PART VII

BYYMENT BOND

KNOW ALL MEN BY THESE PRESENT: that

A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of				
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly or use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full or and effect, subject, however, to the following conditions.				
nade a part hereof, and is hereinafter referred to as the Contract.				
specifications prepared by: (the Engineer) which Contract is by reference				
WHEREAS, Principal by written agreement is entering into a Contract with OWNER for in accordance with drawings and				
he payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.				
Obligee, hereinafter called OWNER, for the use and benefit of claimants as hereinafter defined, in the unount of Dollars (\$)				
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT 200 East Main Street, Third Floor Lexington, Kentucky 40507				
rereinafter called Surety, are held and firmly bound unto:				
(Address of Surety)				
called Principal, and(Name of Surety)				
ban logisaind belled				
(Corporation, Partnership or Individual)				
hereinaffer				
——————————————————————————————————————				
(Name of Contractor)				

- 2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
- 3. No suit or action shall be commenced hereunder by any claimant:
 - Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the Work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the Work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - (b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- 4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against aid improvement, whether or not claim for the amount of such lien be presented under and against this bond.

coincide with the number of executed	the bond shall o	NOTE: The number of executed counterparts of the
		(Address)
(Address)		Witness as to Surety
\$		
		(SEAL)
		(Surety) Secretary
(Attorney-in-Fact)	ВХ:	
	·Vď	ATTEST:
(Surety)		
		·
		(Address)
		(Witness to Principal)
(Address)		
(s)	ВХ:	(SEVT)
	Md	(1735)
		(Principal) Secretary
(Principal)		
		ATTEST:
	To yeb —	which shall be deemed an original, this the
counterparts, each one of	ni be	IN MITNESS WHEREOF, this instrument is executed

END OF SECTION

counterparts of the Contract.

PART VIII

ADDENDA

All addenda issued during the bidding of the Project will be reproduced in the signed Contract Documents, on the pages following this heading sheet.

Addendum <u>Number</u>	<u>Title</u>	<u>Date</u>
1.		
2.		9-
3.	•	
4.		
5.		8=======

IX. TECHNICAL SPECIFICATIONS

PROJECT MANUAL

for

LFUCG DETENTION CENTER – MODULAR CLASSROOM BUILDING PROJECT

for

LEXINGTON, KENTUCKY

LFUCG Bid No. 33-2025

BCI Project No. 24062



March 3, 2025

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(The Grey items represent City Provisions)

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011000

SUMMARY

012200

UNIT PRICES

DIVISION 13 - SPECIAL CONSTRUCTION

133423.14 FABRICATED CLASSROOMS

END OF TABLE OF CONTENTS

SECTION 011000 - SUMMARY

PART I - GENERAL

I.1 SUMMARY

.Α

- Work under separate contracts.
- 2. Access to site.

Section Includes:

- 3. Coordination with occupants.
- Work restrictions.
- 5. Specification and drawing conventions.
- 6. Verification of Existing Conditions

1.2 WORK UNDER SEPARATE CONTRACTS

- General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contracts or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.
- B. Subsequent Work: Owner will award separate contract(s) for the following additional work to be performed at site following Substantial Completion. Completion of that work will depend on successful completion of preparatory work under this Contract.
- Electric and Technology Final Connections and Raceways to Classroom Building Walker Electric and LFUCG is installing the conduits from building to the Classroom and will do final connections to existing building power and data system network.

1.3 ACCESS TO SITE

- A. Prior to gaining access to the site, each contractor shall complete the LFUCG Criminal History Request Form.
- B. General: Contractor shall have limited use of Project site for construction operations as indicated by the Contract limits and as indicated by requirements of this Section.
- C. Use of Site: Limit use of Project site to area where Classroom will be located. Do not disturb portions of Project site beyond areas in which the Work is indicated.

 1. Driveways, Walkways and Entrances: Keep driveways parking, loading areas, and
- Driveways, Walkways and Entrances: Keep driveways parking, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- a. Schedule deliveries to minimize use of driveways and entrances by construction operations.

b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.4 COORDINATION WITH OCCUPANTS AND NEIGHBORING BUSINESSES

- A. Full Occupancy: The Owner will occupy portions of the building during the entire construction period. Cooperate with Owners during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with their day-to-day operations. Maintain existing exits unless otherwise indicated.
 - 1. Notify the Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.5 WORK RESTRICTIONS

- A. Delivery and Installation: Fabricated Classrooms and restrooms to be delivered in a timeframe from issuance of Notice to Proceed/Purchase Order, no later than date identified in other specifications unless modified and authorized by Owner in writing.
- B. Lease Duration is 12 months. Any adjustment beyond the duration will be made via Change Order and based on unit pricing.
- C. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on the use of public streets and with other requirements of authorities having jurisdiction.
- D. The owner will provide refuse container use for contractor/vendor. Contractor/Vendor to coordinate with owner on use and locations.
- E. Contractor/Vendor should provide toilet for project site for personnel during installation and removal of the classrooms unless owner allows use of existing restrooms in building.

F. Jobsite supervision:

- 1. Contractor/Vendor shall provide a dedicated job superintendent/foreman for the building delivery and installation and demobilization and removal while on site.
- G. On-Site Work Hours: Limit work in the existing building to normal business working hours of 8 a.m. to 5 p.m., Monday through Friday, unless otherwise indicated or approved by the Owner. All security and other protocols for the owner and facility will be followed in strict compliance while arriving, during, and leaving the facility and site.
- H. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 - 1. Notify Owner not less than two days in advance of proposed disruptive operations.
 - 2. Obtain Owner's written permission before proceeding with disruptive operations.

SUMMARY 011000 - 2

- I. Nonsmoking Building: Smoking of any kind is not permitted within the building or within 50 feet of entrances, operable windows, or outdoor-air intakes.
- Use of smokeless tobacco products and other illegal or controlled substances on the Project site is not permitted.

1.6 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
- Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (.) is used within a sentence or phase.
- where a colon (:) is used within a sentence or phrase.

 Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

1.7 VERIFICATION OF EXISTING CONDITIONS

- A. Contractor/Vendor to review existing conditions prior to delivery of products or installation to become familiar with site and building conditions and any limitations that may exist. Failure to do so and coordinate with owner does not warrant reason for failure to deliver and install products on time and as indicated in the contract documents.
- B. Contractor/Vendor is responsible for calling 811/Call Before you Dig prior to coming to the site to verify all existing utilities and appurtenances.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for unit prices.

1.2 DEFINITIONS

A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.3 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not used)

PART 4 – UNIT PRICE SCHEDULE

A. Vendor to provide an all-inclusive unit price to extend the lease on a per month basis if it extends beyond the 12-month term in the base bid.

END OF SECTION 012200

UNIT PRICES 012200 - 1

SECTION 133423.14 - FABRICATED CLASSROOMS

PART I - GENERAL

Y.I SUMMARY

- A. Section Includes:
- I. Provide, install, dismantle, and remove Fabricated Classrooms. Classrooms to be either New, Refurbished, or Gently Used meeting requirements of the items below.

1.2 ACTION SUBMITTALS

- A. Shop Drawings: For Classrooms. Include plans, elevations, sections, details, accessories, and fastening and anchorage details, including mechanical fasteners.
- B. Samples: For each type of exposed finish in manufacturer's standard sizes.
- C. Permit Drawings and other pertinent documents for authorities-having-jurisdiction (AHJ) including but not limited to drawings, product data, testing certificates, inspection reports, ramp and stair design, calculations, footing and structural related items, code analysis meeting local codes and ordinances, etc.
- Contractor/Vendor is responsible for permitting the portable classrooms. This includes any transportation permits, building permits, structural plans, electrical, plumbing, or other local permitting by AHJ.
- D. Delegated Design Submittals: For fabricated classrooms, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.3 ITEMS OF RESPONSIBILITY FOR VENDOR

- A. Terms of Lease along with Lease Payments for duration.
- B. Warranty.
- C. Certificate of Liability and Workers Compensation Insurance.
- D. Performance and Payment Bonds
- E. Install all state labels in the center of wall on hitch end below ceiling covered with plexiglass.
- F. All Costs including but not limited to Fuel, Transport, Escorts, Transportation and Classroom Permitting, Licensing, Portable Toilet, Inspection Fees, Testing, Taxes, Bonding, Delivery, Anchorage, Skirting, Stairs, Ramps, Installation, Maintenance of Restrooms, Demobilization, Removal, etc. are to be included in the bid.

- G. Provide weekly maintenance of septic or sanitary holding tanks for the restrooms in the classroom buildings.
 - 1. Contractor/Vendor shall contract with a local vendor and will be responsible for scheduling and handling weekly maintenance/emptying of the septic or sanitary holding tanks for the portable restrooms in the classroom buildings.
 - 2. The owner will contact Classroom vendor if any additional servicing is required on a case by case basis above and beyond the weekly service.

1.4 WARRANTY

- A. Warranty: Manufacturer agrees to repair finish or replace classrooms that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Equal to duration of lease from date of Occupancy.

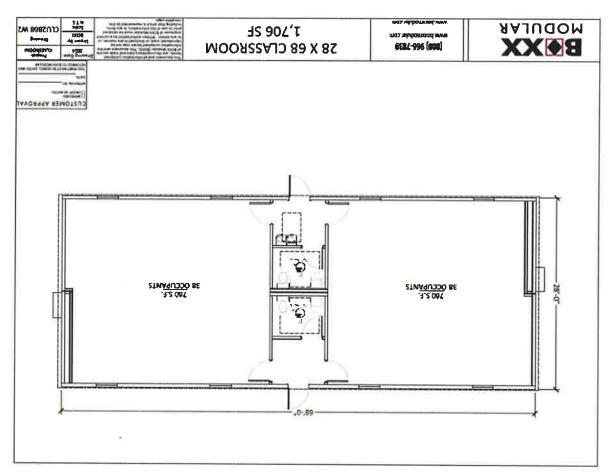
PART 2 - PRODUCTS

2.1 REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design fabricated classrooms.
- B. Structural Performance: Fabricated Classrooms to withstand the loads and stresses within limits and under conditions indicated in accordance with all local building codes and ordinances.
- C. Seismic Performance: Fabricated Classrooms to withstand the effects of earthquake motions determined by local building codes for the seismic classification for the city.
- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
- E. Electrical Components, Devices, and Accessories: Listed and labeled in accordance with NFPA 70 and marked for intended location and application.
- F. Safety Glazing: Comply with 16 CFR 1201, Category II.
- G. Regulatory Requirements: Comply with applicable provisions in the U.S. Department of Justice's "2010 ADA Standards for Accessible Design" and ICC A117.1.

2.2 FABRICATED STEEL CLASSROOMS

A. Building Style: 28' x 68' fabricated classroom building consisting of (2) divided classrooms and (2) ADA restrooms back to back with dividing wall. Classrooms should accommodate 38 occupants per room. See similar plan below by Boxx Modular.



- B. Manufacturer Standard Detachable Hitch, Axles and Tires along with tie down clips and footings and anchorage meeting local codes for wind speeds, snow loads, and other applicable loads to be considered for meeting AHJ requirements.
- C. Structural Framework: Manufacturer standard steel frame including I-beams. Framework to be sized and spaced as required per local codes.
- D. Foundations: Manufacturer standard leveling blocks, concrete Footings, surface bonded drystack block/steel piers on concrete footings and piers as required per local codes.

 manufacturer standard concrete footings and piers as required per local codes.
- E. Windows: Manufacturers standard with Tinted Insulated Glass. Provide a minimum of (2) 3' foot windows in each classroom or (1) large 3' foot x 5' foot window in each classroom.

 1. Provide Blinds or window shades for each window.
- Exterior Swinging Doors: Manufacturers standard 36x80 Steel Door and Frames. Door to be 18 gauge and frame to be 16 gauge. Equip door with code required Grade hardware such as egress/panic hardware, Closer, deadlock, three butt hinges, thresholds, and full weather stripping.
- 1. Glazing: Fixed unit with clear insulating glass.

- 2. Deadlock: Mortised, with lever handle and removable cylinder capable of being master keyed.
- G. Interior Swinging Doors: Manufacturers standard 36x80 20-Min Wood Doors and Frames. Equip door with code required Grade 2 hardware such as self-closing hinges or Closers, keyed levers, three butt hinges, and floor mounted doorstops.
 - 1. Deadlock: Mortised, with lever handle and removable cylinder capable of being master keyed.
- H. Exterior Wall Panel Assembly: Assembly to be Manufacturer standard assembly or a minimum assembly consisting of Ribbed Steel panels minimum of 26 gauge or manufacturer standard panel thickness. Walls to be 8'-0" tall with Double Top Plate. 2x6 Wood Studs with OSB sheathing and Moisture Resistant House Wrap on full perimeter. Panels to follow roof line and be cut to fit around any equipment mounted on exterior walls. Provide all trim. Provide required flashings at all exterior windows, doors, roof lines, etc.
 - 1. Exterior Wall Insulation to be R-19.
 - 2. Provide manufacturer's standard skirting with frame, venting, and access panel(s).
- I. Interior Wall Panel Assembly: Assembly to be Manufacturer standard assembly or a minimum assembly consisting of 8'-0" tall walls. 2x4x8 Wood Studs at 16" o.c. Provide 5/8 inch Type X Gypsum Board in Corridor and 5/8" Vinyl Covered Type X Gypsum Board Ruff Stuff White in Classrooms. Restroom walls to be FRP (textured) Wall Covering full height.
 - 1. Provide Standard Trim
 - 2. Provide 4-inch Vinyl Cove Base
 - 3. Interior Wall Insulation to be R-11.
- J. Raised Base Assembly: Bottom Board with Wood Joists and Rim Joists equal to Manufacturer standard sizes to meet local codes. Joists and other structural floor members to be pressure treated where applicable. Decking to be manufacturers standard or a minimum of 3/4" Plywood Sturdifloor Advantech.
 - 1. Insulation to be R-30.
 - 2. Flooring in Restrooms to be Commercial Vinyl Floor Covering with Welded Seams.
 - 3. Flooring in Classrooms and Corridor to be VCT 12x12 Tiles.
 - 4. Provide aluminum ADA Ramps and Stairs meeting all local codes and requirements of AHJ. Ramps and stairs to have minimum 5x5 or 6x6 platforms with slope of ramp, stair risers, and treads per local codes and requirements of AHJ.
- K. Ceiling: Manufacturer Standard ceiling or a minimum of T-Grid Ceilings. Height to be minimum of 8'.
- L. Roof Assembly: Assembly consisting of manufacturers exterior roof structure, sheathing, covering, attic ventilation, and insulation; sloped to drain at perimeter.
 - 1. Exterior Roof Structure: Manufacturers standard framing or minimum Box Truss and Structure 1 Ridgebeam. Overhang 2" at sides and 6" at ends. Spacing of trusses per local codes but no more than 24" o.c.
 - a. Sheathing to be manufacturer standard or minimum 7/16" OSB Decking, meeting local code requirements.
 - b. Hurricane Straps to be per manufacturer standards or per local codes whichever is more stringent.

- with underlay, continuously welded seams, and full-perimeter gutter. Exterior Roof Materials: Manufacturer Standard or minimum 45 mil. EPDM membrane 7
- peyond walls and splash blocks. Gutters and Downspouts: Manufacturers Standard 5" gutters and downspouts extending .ε
- insulation. Insulation: Manufacturer Standard meeting local codes or a minimum of R-38 batt .4
- Canopy: Provide Manufacturer Standard Canopy at exterior doors. ·ς

Fire Protection: .M

- No Sprinkler or Fire Alarm is to be provided. Ί.
- The owner will provide AED and Fire Extinguishers. 7.

Plumbing: 'N

- Plumbing Piping: Plumbing piping for water supply to be manufacturers standard or ٦. Restrooms: (2) Vendor typical ADA Restrooms. Ί.
- Water Heating: Manufacturer Standard Instant Flow Water Heater or Instantaneous ξ. minimum PEX Piping. Manufacturers standard or minimum PVC waste piping.
- Sanitary Collection: Manufacturers standard septic or sanitary holding tank located below `t Water Heaters at each lavatory.
- g. restrooms with maintenance accessibility for emptying by outside vendor.
- sanitary holding tank. Contractor/Vendor of Classrooms to provide weekly maintenance of septic or
- Plumbing Fixtures and Accessories (Minimums): ٠,
- (2) ADA Lavatories (1 per restroom) wall mounted with Metal Faucets and drains.
- (2) ADA Water Closets (1 per restroom) tank-type. ·q
- (I) Hi-Low Water Cooler
- .b (2) 36" Stainless Steel Grab bars (1 per restroom) wall mounted. .o
- ٠ə (2) 42" Stainless Steel Grab bars (I per restroom) wall mounted.
- J (2) 18" Stainless Steel Grab bars (1 per restroom) wall mounted.
- 'Y (2) Stainless Steel Mirrors (1 per restroom) wall mounted.
- (2) Stainless Steel Hooks (1 per restroom) wall mounted.
- .i (2) Vinyl-Anti-Scald Covers for Trap and Supply (1 per restroom)
- į. The owner will provide all other accessories including toilet tissue, paper towels,

trash receptacles, and soap dispensers.

Electrical: O.

.4

- 120/240 V, single-phase, feeder with equipment ground conductor. entrance-rated, fused safety switch located on exterior for connection of 150 A, Single-Point Connection: Vendors typical connections but a minimum of a Service-.1
- connection in accordance with MFPA 70 and MEC. Grounding: Grounding electrode bonded to equipment ground conductor at single-point
- Power Distribution: Readily accessible panelboard(s) per vendor typical requirements
- installed at interior or exterior location per vendor typical requirements.
- (4) Four 2x4 blank J-Boxes with ¼ inch EMT Stub @ 16"AFF. Power Connections (Minimums):
- Occupancy Sensors (wall) with Switch (As Required by local codes) ·q

- c. Romex Wiring per code.
- d. Duplex Receptacles at 12' feet o.c.
- e. (1) GFCI Receptacles at each restroom.
- f. (2) Exterior GFCI Receptacles.
- g. (1) Heat Tape GFCI Receptacle
- h. Provide power connections and means of disconnect for exhaust HVAC, and any other equipment.

5. Lighting:

- a. Interior: LED.
 - 1) Provide recessed lighting for classrooms.
 - 2) Surface Mounted in Restrooms.
 - 3) Emergency/Exit Lighting with Dual Remote Head
- b. Exterior: LED,
 - 1) Exterior Porch Lights (Photocell)
- c. Controls: Provide manual switches for interior lighting on the wall inside doors. Provide automatic photocontrol for exterior lighting, with manual override located on the wall inside door.

P. Communications:

- 1. Provide communications outlets with two TIA-1096-A miniature eight-position series jack(s) for connecting telephone and data equipment.
- Q. Heating Unit: Manufacturer standard Wall or Roof-mounted, thermostatically controlled, 110-V, electric heater with fan-forced operation and with capacity meeting local codes and ASHRAE requirements. Enclosed in enameled-steel cabinet.
- R. Cooling Unit: Manufacturer Wall or Roof-mounted, thermostatically controlled air conditioner with cooling capacity meeting local codes and ASHRAE requirements. Enclosed in enameled-steel cabinet.
- S. Accessories: Provide the following for each building:
 - 1. Signage: Uni-Sex Restroom and Exit Code Required Signage for accessibility and egress.
 - 2. Ventilation fan(s)
 - 3. Insect screens on operable openings
- T. Anchorage: All tie down, auger, or other anchors as required by vendor and local building codes. Fabricated from non-ferrous or corrosion-resistant materials, with allowable load or strength design greater than or equal to the design load, as determined by testing conducted by a qualified testing agency.
- U. Finish: Manufacturer standard colors.
 - 1. Colors: As selected by Owner from manufacturer's full range.

2.3 FABRICATION

- A. Factory fabricate complete Classrooms, with accessories and options installed at factory.
- B. Factory pre-glaze operable windows and doors.
- C. Factory prewire Classrooms, ready for connection to service at Project site.
- D. Fabricate Classrooms with forklift pockets in base of booth or removable lifting eye centered in roof.
- E. If utilizing existing pre-used classroom, contractor/vendor to refurbish prior to transport including all cleaning, repairing, or replacing any damaged finishes, parts, lights, equipment, etc. Classroom needs to be in fully operational and good condition upon arrival and installation.
- F. Accessible Classrooms: Where indicated to be accessible, fabricate Classrooms as follows:

 1. Provide door opening with a minimum of 36-inch clear width.
- Provide minimum 60-inch clear turning spacing.
- 3. Locate controls and operable parts no lower than 15 inches and no higher than 48 inches above the floor where reach is unobstructed. Where side reach is obstructed, locate controls and operable parts no lower than 15 inches and no higher than 46 inches above the floor.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. The owner has a location for fabricated classrooms to be located with adequate turning radius and clearances for truck and trailer access. The area is dewatered and is located on the pavement.
- B. The owner will repair the asphalt pavement from anchorage when the classroom is dismantled and removed from the site.
- C. Contractor/Vendor to call Utility Locator 811 or Call-Before-You-Dig before coming to site.
- D. Install Classrooms in accordance with manufacturer's written instructions.
- E. Accessible Classrooms: Install with interior floor surface at same elevation as adjacent paved surfaces. Otherwise provide ramps and stairs from pavement to raised interior floor surface.
- F. Set Classrooms plumb and aligned. Level baseplates are true to planes, with full bearing on concrete bases.
- G. Fasten Classrooms securely to concrete base with anchorage indicated.
- H. The owner will do the final connection to electrical power service and communication systems to the existing building systems. They will also do disconnections at time of removal.

LFUCG DETENTION CENTER – MODULAR CLASSROOM BUILDING PROJECT

- I. The owner will provide a water hose connected to the existing building water source. Installer to connect the water hose to water connection of the classroom restrooms and disconnection at time of removal.
- J. Perform startup checks of heating and cooling units in accordance with manufacturer's written instructions.

3.2 ADJUSTING, CLEANING, AND REPAIRS

- A. Adjust doors, windows, and hardware to operate smoothly, easily, properly, and without binding. Confirm that locks engage accurately and securely without forcing or binding.
- B. Adjust interior and exterior lighting controls.
- C. Lubricate hardware and other moving parts.
- D. After completing installation, inspect exposed finishes and repair any damaged finishes or any site items damaged during the maneuvering, setting, leveling, and installation of the classrooms unless specifically noted above to be performed by the owner.
- E. After demobilization and removal, repair any site items damaged during demobilization, maneuvering, and removal of the classrooms unless specifically noted above to be performed by the owner.
- F. Contractor/Vendor to discard trash in compliance with all local and state ordinances and laws. The owner has trash containers that can be used and contractor/vendor shall coordinate with owner for location and use.

END OF SECTION 133423.16

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