Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Docket

Tuesday, January 13, 2026

3:00 PM

Packet

Council Chamber

Urban County Council Work Session

I. Public Comment - Issues on Agenda

II. Requested Rezonings/ Docket Approval

III. Approval of Summary

a **0037-26** Table of Motions: Council Work Session, December 2, 2025

Attachments: TOM 120225

IV. Budget Amendments

V. Budget Adjustments - For Information Only

VI. New Business

VII. Communications From the Mayor - Appointments

VIII. Communications From the Mayor - Donations

IX. Communications From the Mayor - Procurements

X. Continuing Business/ Presentations

a **0036-26** Summary: Social Services and Public Safety Committee, October 14, 2025

Attachments: ssps 2025-10-14

b **0038-26** Presentation: Medical Debt Relief, 6-month Review

Attachments: 1.13.26MDRUpdate_Final

XI. Council Reports

XII. Public Comment - Issues Not on Agenda

XIII. Adjournment

Administrative Synopsis - New Business Items

a **0001-26** Authorization to sub-divide an unused portion of LFUCG real property located at 200 W. Hickman Plant Road, Nicholasville, KY (West Hickman Wastewater Treatment Plant) and to transfer the sub-divided surplus tracts to the abutting properties of 4046 Ashgrove Rd and 4050 Ashgrove Rd, Nicholasville, KY by execution of Consolidation Plats and Quitclaim Deeds. At the cost of $100. Funds are budgeted. (L0001-26)(Martin/Albright)

Attachments: Blue Sheet Memo West Hickman
Property Map_Photos
WEST HICKMAN PLANT ROAD 200 AERIAL
WEST HICKMAN PLANT ROAD SURVEY

b **0002-26** Authorization to execute the Second Amendment to the lease agreement with Ridgefield Investments, LLC for office space located at 4071 Tates Creek Centre Drive to expand leasable space from 431 square feet to 2,261 square feet through June 30, 2029. This is location of Police's Behavioral Health and Wellness Advocate. No budgetary impact for FY26. (L0002-26)(Ford)

Attachments: Memo Police Lease - 2nd Amendment.pdf
2nd Amendment Lease Agreement Tates Creek.pdf
Floor Plan #204 TC Police.pdf

c **0003-26** Authorization to approve the Sale and Issuance of the Lexington-Fayette Urban County Government Various Purpose General Obligation, Series 2026A in an aggregate principal amount of $18,040,000 (which may be increased by 10%). Funds are budgeted. (L0003-26)(Hensley)

Attachments: Memo FY26 GO 2026A_Issuance and Sale Ordinance
Ordinance (New Money - 2026A - LFUCG - 2026A - GO (2026)(66001523.1)
Resolution re Ad for Bids (New Money) - LFUCG - 2026A - GO - (2026)(6600

d **0005-26** Authorization to enter into an agreement with Facilities Commissioning Group for oversight and verification of construction contract specifications for the facility renovations at the Division of Water Quality Building at 134 W. New Circle Road, pursuant to RFP 43-2025. At a cost of $46,740. Funds are budgeted. (L0005-26)(Dugas/Albright)

Attachments: BLUESHEET - MEMO DWQ Bldg Commissioning
Exhibit A RFP 43-2025
Exhibit B FCG Proposal
PSA Commissioning Services

e **0006-26** Authorization to approve all documents necessary for the reallocation of all Kentucky Cleaner Water Grant funds so excess funds assigned to completed projects can be reallocated to active projects that are not fully grant funded. The total value of the awarded grant is $37,805,834, which is providing funding for nine (9) distinct, Kentucky Infrastructure Authority (KIA) approved stormwater and sanitary sewer projects. Funds are budgeted. (L0006-26)(Martin/Albright)

Attachments: 26-Blue Sheet to Reallocation KY Clean Water ARPA Funds
CWKY Reallocation Request Exhibit A 12182025

f **0007-26** Authorization to execute Supplemental Agreement No. 5 with the Kentucky Transportation Cabinet to alter the scope of Town Branch Trail Phase V to include Phase IV and transfer the remaining funding from Phase IV to Phase V and accept federal funds in the amount of $810,000 for the Utility Phase of the Town Branch Trail V. A local match of $162,000 is required. Budget amendment in process. (L0007-26)(Burton/Albright)

Attachments: 26 - Blue Sheet Memo TB Trail 4 & 5 SA No. 5
BA 14053 add'l funds
Supplemental Agreement No 5
TBT 4-5 Area MAP

g **0008-26** Authorization to execute agreements with Kentucky American Water for $686,250 and with Kentucky Utilities for $82,225 for relocation of utilities for the Town Branch Trail Phase IV & V project. Total cost not to exceed $768,475. Budget amendment in process. (L0007-26)(Burton/Albright)

Attachments: 26 - Blue Sheet Memo TB Trail 4 & 5 Utility Agreement
BA 14053 add'l funds
KAW Keep Cost Agreement (Signed by KAW)
KU Keep Cost Agreement (Signed by KU)
TBT 4-5 Area MAP

h **0009-26** Authorization to execute Professional Services Agreements with Kristin Beers, Kayla Keeping, Marinda Beasley, Megan Magsam, Angela Wallace and Larissa Huey to serve as Sexual Assault Nurse Examiners on an "on-call" basis for a term of Jan. 1, 2026 - Dec.

31, 2026. At a cost of $96,667. Funds are budgeted. (L0009-26) (Weathers/Armstrong)

Attachments: 26- Blue Sheet SANE Agreements
Nurses' Contract - Kristin Beers, Kayla Keeping, Marinda Beasley, Megan Ma
Resolution 447-2025

i **0010-26** Authorization to accept a proposal from Path Master Inc. pursuant to RFP 33-2025 for traffic signal timing and optimization of twenty-eight (28) traffic signals along Tates Creek Road and intersecting corridors at a cost not to exceed $161,500. Funds are budgeted. (L0010-26)(Neal/Albright)

Attachments: 26- Blue Sheet TE Path Master Inc
Exhibit A RFP Pkg 33-2025
Exhibit C ASTPM and Signal Timing RFP follow up Questions complete
Exhibit D Complete List of Intersections
Purchase of Service Agreement RFP 33-2025 Signed
REVISED Exhibit B 1-Path Master

j **0011-26** Authorization to accept funds in the amount of $10,000 from the Jessamine County Fiscal Court for the Lexington Area Metropolitan Planning Organization (MPO) to support planning activities and operating costs related to the MPO office within the Division of Planning. No match required. Budget amendment in process. (L0011-26)(Duncan/Horn)

Attachments: 25-Blue Sheet to Accept Jessamine Co Award
BA 14054
Jessamine Co Fiscal Court Check #047447 12.2.2025

k **0012-26** Authorization to execute a first amendment to the agreement with REACH, Inc. under the HOME Investment Partnerships Program to extend the period of performance through December 31, 2026. No budgetary impact. (L0012-26)(Reynolds/Lanter)

Attachments: 26-Bluesheet Memo - REACH Extension
First Amendment REACH Inc FY2023 HOME Agreement
REACH Home Grant Agreement Fully Executed

l **0017-26** Authorization to execute an agreement with Calhoun Construction Services, Inc. to install a roof-mounted solar photovoltaic system at Police Sector East, pursuant to RFP #44-2025, at a cost not to exceed $56,067.00. Funds are budgeted. (L0017-26) (Carey/Albright)

Attachments: bluesheet memo Calhoun Police Sector East Solar.pdf
Professional Services Agreement RFP 44-2025.pdf
RFP 44-2025-Exhibit A.pdf
Calhoun Proposal-Exhibit B.pdf
Aerial_Location.jpg

m **0018-26** Authorization to allow an inducement to Neogen Corporation as local participation in the Kentucky Business Investment (KBI) Program, which includes a 10-year local 1% wage assessment through KBI. Neogen Corporation's merger with 3M Food Safety Division will expand their Lexington manufacturing facility and add a full range of animal health products. No budgetary impact. (L0018-26)(Atkins)

Attachments: Neogen KBI Blue Sheet January 2026

n **0019-26** Authorization to accept grant funds of $161,050.22 from the Kentucky Energy and Environment Cabinet for the continuation of the Litter Abatement Grant Funding Program in Fayette County for Calendar Year 2026. Budget amendment in process. (L0019-26) (Carey/Albright)

Attachments: 26- Blue Sheet Memo 2026 Litter Grant
BA 14055
2026 Litter Abatement Check GA 26046579
2026 City Litter Abatement Grant Cover Letter

o **0020-26** Authorization to abolish six (6) classified positions of Refuse & Recycling Collector, formerly Resource Recovery Operator, (Grade 518N) and create six (6) classified positions of Refuse & Recycling Worker Sr., formerly Public Service Worker Sr., (Grade 510N) in the Division of Waste Management, effective upon passage of Council. This has a 12-month cost savings of $137,281.50. (L0020-26) (George/Hamilton)

Attachments: Bluesheet Memo 26-0035
From to 26-0035
HR Fiscal Impact- 26-0035

p **0021-26** Authorization to abolish one (1) unclassified position of Recreation Specialist Sr. (Grade 516N) and create one (1) classified position of Recreation Specialist Sr. (Grade 516N), in the Division of Parks and Recreation, effective upon passage of Council. This request is budget neutral. (L0021-26) (George/Hamilton)

Attachments: Bluesheet Memo 26-0034
From to 26-0034
HR Fiscal Impact- 26-0034

q **0022-26** Authorization to abolish one (1) unclassified position of Accountant Sr. (Grade 524E) in the Division of Accounting, effective upon passage of Council. This has a 12-month cost savings of $100,744.13. (L0022-26) (George/Hamilton)

Attachments: Bluesheet Memo 26-0033
From to Template 26-0033
HR Fiscal Impact- 26-0033

r **0023-26** Authorization to abolish one (1) unclassified position of CSEPP Manager (Grade 521N), in the Division of Emergency Management, effective upon passage of Council. This position was grant-funded, and the grant has ended. This has a 12-month cost savings of $87,827.69. (L0023-26) (George/Hamilton)

Attachments: Bluesheet Memo 26-0032
From to 26-0032
HR Fiscal Impact- 26-0032

s **0024-26** Authorization to abolish one (1) unclassified position of Accountant (Grade 518N) and create one (1) classified position of Accountant (Grade 518N) in the Division of Grants and Special Programs, effective upon passage of Council. This request is budget-neutral. (L0024-26) (George/Hamilton)

Attachments: Bluesheet Memo 26-0031
From to Template 26-0031
HR Fiscal Impact- 26-0031

t **0025-26** Authorization to abolish one (1) classified position of Code Enforcement Officer (Grade 517N) and create one (1) classified position of Code Enforcement Officer Sr. (Grade 518N) in the Division of Code Enforcement, effective upon passage of Council. This has a 12-month future impact cost of $3,367.68. (L0025-26) (George/Hamilton)

Attachments: Bluesheet Memo 26-0030
From to Template 26-0030
HR Fiscal Impact- 26-0030

u **0026-26** Authorization to abolish one (1) classified position of ERP Analyst (Grade 522E) and create one (1) classified position of ERP Senior Analyst (Grade 525E), in the Division of Enterprise Solutions,

effective upon passage of Council. This request has a 12-month fiscal impact of $13,565.28. (L0026-26) (George/Hamilton)

Attachments: Bluesheet Memo 26-0029
From to 26-0029
HR Fiscal Impact- 26-0029

v **0027-26** Authorization to create one (1) classified civil service position of Behavioral Health and Wellness Coordinator (Grade 523E) in the Division of Police, effective upon passage of Council. This has a 12-month fiscal impact cost of $96,225.87. (L0027-26) (George/Hamilton)

Attachments: Bluesheet Memo 26-0028 update
From to 26-0028
HR Fiscal Impact- 26-0028

w **1130-25** Authorization to approve Deeds of Easement from the owners of record on properties needed for the construction of the Southview Drive Stormwater Improvements project, at a cost not to exceed $2,500.00. Funds are budgeted. (L1130-25)(Martin/Albright)

Attachments: Blue Sheet Memo Southview
Project Map-Southview Drive SWI

x **1137-25** Authorization to enter into an agreement with Health First to securely access and exchange protected health information (PHI) necessary to support patient care and program operations while collaborating with the LFD Community Paramedicine Program. The agreement is for a period of one year. No budgetary impact. (L1137-25) (Wells/Armstrong)

Attachments: Health First Bluegrass Agreement Blue Sheet Memo 112025
HFBG Paramedicine MOU (1)
Business Associate Agreement - HFBG and Community Paramedicine (1)

y **1160-25** Authorization to execute an agreement (awarded pursuant to RFP No. 46-2025) with Davis H. Elliot Company, Inc. for underground utility locating services for the Div. of Traffic Engineering, relating to 811 Before U Dig requests, at a cost not to exceed $150,000 for an initial term of one year. Funds are budgeted. (L1160-25) (Neal/Albright)

Attachments: Blue Sheet Memo - FID 1160-25.pdf
Davis Elliott RFP 46-2025.pdf
RFP Pkg 46-2025.pdf
Draft - Purchase of Services Agreement (RFP46-2025).pdf

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0037-26

File ID:	0037-26	**Type:**	Summary	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	01/08/2026
File Name:	Table of Motions: Council Work Session, December 2, 2025			**Final Action:**	
Title:	Table of Motions: Council Work Session, December 2, 2025				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	TOM 120225			**Enactment Number:**	
Deed #:				**Hearing Date:**	
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History of Legislative File

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

Text of Legislative File 0037-26

Title

Table of Motions: Council Work Session, December 2, 2025

URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
December 2, 2025

Mayor Gorton called the meeting to order at 3:00 p.m. Council Members Wu, Brown, Ellinger II, Morton, Lynch, LeGris, Curtis, Sheehan, Higgins-Hord, Hale, Beasley, Baxter, Sevigny, Reynolds, and Boone were present.

I. Public Comment – Issues on Agenda

II. Requested Rezonings/Docket Approval

Motion by Ellinger II to approve the December 2, 2025 Council Meeting Docket, as amended. Seconded by Higgins-Hord. Motion passed without dissent.

Motion by Reynolds to place on the docket for the December 2, 2025 Council Meeting, a resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept a grant in the amount of $77,221.00 from the Kentucky Justice and Public Safety Cabinet, for the State Crisis Intervention Program, to further provide any information requested in connection with this Grant Application, to execute any documents necessary for the acceptance of this Grant, and authorizing the Mayor to transfer unencumbered funds within the grant budget. Seconded by Wu. Motion passed without dissent.

III. Approval of Summary

Motion by Wu to approve the November 18, 2025 Table of Motions. Seconded by Curtis. Motion passed without dissent.

IV. Budget Amendments

Motion by LeGris to approve Budget Amendments, as amended. Seconded by Sheehan. Motion passed without dissent.

Motion by Brown to amend the list of budget amendments on Page 5 of the Work Session Packet to add the following budget amendments that were approved after the packet was prepared: Budget Journal 160008 to provide $400,000 for Water Quality for West Hickman/Merrick Trunk remedial measures project; Budget Journals 160010-11 and 160012-13 in Grants and Special Programs to establish grant budgets for Sexual Assault Nurse Examiner (SANE) federal and state grant awards; and, Budget Journal 160016 to transfer $7,000 to Human Resources from Waste Management for post-accident and pre-hire testing. Seconded by Ellinger II. Motion passed without dissent.

V. Budget Adjustments – For Information Only

VI. New Business

Motion by Reynolds to approve New Business. Seconded by Sevigny. Sheehan and Higgins-Hord recused on item b. Motion passed without dissent.

VII. Communications from the Mayor- Appointments

Motion by Baxter to approve Communications from the Mayor- Appointments. Seconded by Curtis. Motion passed without dissent.

VIII. Communications from the Mayor- Donations

Motion by Reynolds to approve Communications from the Mayor – Donations. Seconded by Curtis. Motion passed without dissent.

IX. Communications from the Mayor- Procurements

Motion by Wu to approve Communications from the Mayor – Procurements. Seconded by Sevigny. Motion passed without dissent.

X. Continuing Business/Presentations

Motion by Baxter to approve Neighborhood Development Funds. Seconded by Sheehan. Motion passed without dissent.

Motion by Wu to approve Council Capital Projects, as amended. Seconded by Sheehan. Motion passed without dissent.

Motion by Reynolds to amend the Council Capital Project list to revise the purpose of the allocation of funds to Chrysalis House, Inc. to instead state: "To support capital improvements involving professional landscaping and the removal of hazardous trees." Seconded by Lynch. Motion passed without dissent.

Sheehan, GGP Chair, provided summaries of the September 9th and September 16th General Government and Planning Committee Meetings.

XI. Council Reports

Brown, BFED Chair, placed the following items in the Budget, Finance, and Economic Development Committee:

- Infrastructure Funding Plan
- Arts Masterplan

XII. Public Comment – Issues Not on Agenda

XIII. Adjournment

Motion by Baxter to adjourn at 4:02 p.m. Seconded by Sheehan. Motion passed without dissent.

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0036-26

File ID:	0036-26	**Type:**	Summary	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	01/08/2026
File Name:	Summary: Social Services and Public Safety Committee, October 14, 2025			**Final Action:**	
Title:	Summary: Social Services and Public Safety Committee, October 14, 2025				
Notes:					
Sponsors:				**Enactment Date:**	
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Text of Legislative File 0036-26

Title

Summary: Social Services and Public Safety Committee, October 14, 2025

Social Services and Public Safety Committee

October 14, 2025

Summary and Motions

Chair Jennifer Reynolds called the meeting to order at 1:02 p.m. Committee Members Vice Mayor Dan Wu, Council Members Chuck Ellinger II, Tyler Morton, Shayla Lynch, Lisa Higgins-Hord, Joseph Hale, Amy Beasley, Whitney Elliott Baxter, and Hilary Boone were present. Council Members James Brown, Emma Curtis, Liz Sheehan, and Dave Sevigny were present as non-voting members.

I. APPROVAL OF AUGUST 26, 2025 COMMITTEE MEETING SUMMARY

Motion by Ellinger for approval of the August 26, 2025 Committee Meeting Summary. Seconded by Baxter. Motion passed without dissent.

II. APPROVAL OF AUGUST 26, 2025 SPECIAL COMMITTEE MEETING SUMMARY

Motion by Morton for approval of the August 26, 2025 SPECIAL Committee Meeting Summary. Seconded by Ellinger. Motion passed without dissent.

III. A CARING PLACE (VILLAGES MODEL INITIATIVES FOR LEXINGTON)

Roxanne Cheney, Chair of A Caring Place, reviewed the steps to implement the village model, a community-driven approach to supporting older adults who are aging in place. Currently, there are 425 villages across the United States, with the nearest one to us in Berea. Lexington is being considered as a village location since the area has a growing senior population, with nearly 15% of Fayette County residents aged 65 and older. Older adults account for a disproportionate share of healthcare costs, and aging-in-place models can help reduce them. There are six scopes of work: community needs assessment, technology needs assessment, revenue streams, HOAs, subsidized senior homes, and a village program assessment.

Several Lexington neighborhoods expressed interest in joining the “village” initiative. Cheney outlined the next steps: data analysis, crafting our story, distributing results, hospital collaboration, alignment with the state plan, expanding partnerships, organizational development, and sustainability/growth. Data collection for all six scopes of work should be finalized, and preliminary analysis should begin in January 2026. When asked when the feasibility study would be completed, Cheney confirmed it is expected to be completed by the end of the month. When asked how the Council can help, Cheney said they can be supportive and present. The more they attend town halls, the more people in the community attend. **No action was taken on this item.**

IV. OFFICE OF HOMELESSNESS PREVENTION AND INTERVENTION

Jeff Herron, Homelessness Prevention Manager, provided an update on the Office of Homelessness Prevention and Intervention (OHPI), established in 2014 in response to the Mayor’s Commission on Homelessness. While the office does not provide direct support services, its responsibilities include coordinating homelessness services, managing encampment removal, preparing annual updates, and conducting strategic planning. In 2025, the homeless encampment response included 22 cleanups at 19 locations, at a total cost of approximately $65,500. To improve the encampment response, an encampment coordinator was hired to begin work in the fall, and revisions to the Homeless Encampment Standard Operating Procedures are underway. The office is nearing the end of its five-year strategic plan, with 36 of 55 recommendations completed.

When asked how the street surveys compare, Herron said the Point-in-Time (PIT) count aligns with the Department of Housing and Urban Development (HUD) methodology. The PIT count is a count of sheltered and unsheltered people experiencing homelessness on a single night in January, while the count conducted by Catholic Action Center includes those in treatment facilities, hospitals, and detention centers. PIT is a more comprehensive count intended to provide a snapshot of homelessness in a community and to convey the overall scope of homelessness in America. The two surveys are not apples-to-apples comparisons.

Speaking about the Mayor's Task Force on Homelessness, Herron said the mayor met with the two co-chairs, and Commissioner Lanter, and the task force is set to begin meeting in November. Addressing the causes of homelessness and its impact on our approach, Herron explained that average rents exceed HUD's minimum and that securing subsequent housing is challenging. The shortage of units has been a problem, as have federal-level cuts to supportive housing. Herron said the primary challenge is funding, and we can't provide ongoing, sustainable support for temporary and permanent housing because we don't have sufficient funds. **No action was taken on this item.**

V. REVIEW OF RECOVERY RESIDENCES (SOBER LIVING HOMES) ORDINANCE

Michael Cravens, Managing Attorney in the Law Department, provided a summary of proposed amendments to the Revised Draft Ordinance for Recovery Residences (also known as Sober Living Homes). The Fair Housing Act and the Americans with Disabilities Act protect persons from discrimination when enacting any ordinance. Those in recovery from substance abuse disorders generally qualify as disabled persons, which prohibits the use of regulations in a way that would discriminate against the disabled.

The proposed draft ordinance adopts state law requirements for recovery residences. Minor amendments were made for clarity and to clean up language. The ordinance includes a 6-month amnesty period following the Council's passage, during which operators may come into compliance. The ordinance requires operators to obtain a Recovery Residence License and provide proof of certification to LFUCG. Other key changes include an occupancy limit aligned with the Zoning Ordinance, an enforcement scheme, and a rehousing section/notification requirement. The proposed ordinance does not treat recovery residences differently with respect to land use, as they are residential uses and should be treated like other residential uses.

Motion by Morton to approve an Ordinance amending the Code of Ordinances of the Lexington-Fayette Urban County Government to adopt state law requirements for certification of recovery residences and regulations for the licensing of recovery residence operators, including enforcement regarding the same. Seconded By Ellinger. Motion passed without dissent.

Motion by Morton to suspend the rules and have this reported out at the Work Session on October 21, 2025. Seconded by Lynch. Motion passed without dissent.

V. ITEMS REFERRED TO COMMITTEE

Motion by Wu to remove the Court Appointed Special Advocates (CASA) Update from the list of committee items. Seconded by Ellinger. Motion passed without dissent.

The meeting adjourned at 2:56 p.m.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0038-26

File ID:	0038-26	**Type:**	Presentation	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	01/08/2026
File Name:	Presentation: Medical Debt Relief, 6-month Review			**Final Action:**	
Title:	Presentation: Medical Debt Relief, 6-month Review				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	1.13.26MDRUpdate_Final			**Enactment Number:**	
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Title

Presentation: Medical Debt Relief, 6-month Review

MEDICAL DEBT RELIEF

6-Month Review

Victoria Cruz-Falk, *Legislative Aide*

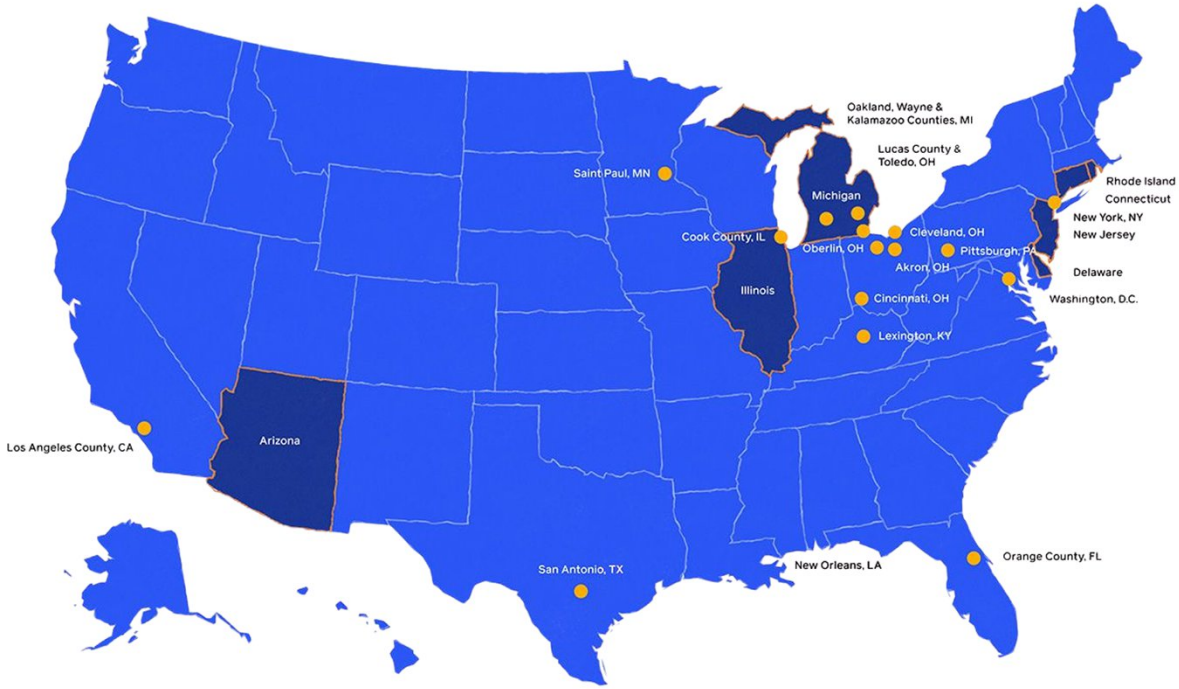
January 13, 2026
Urban County Council Work Session

LEXINGTON
Urban County Council

Timeline

- September 2023: Vice Mayor Wu placed Medical Debt Relief into the Budget, Finance & Economic Development (BFED) committee
- June 2024: Vice Mayor Wu held an info session for stakeholders and community partners with Undue Medical Debt
- August 2024: Undue Medical Debt presented to the BFED Committee
- October 2024: The council unanimously approved a $1 million allotment to medical debt relief at the Budget Committee of the Whole
- June 2025: The contract with Undue Medical Debt was approved unanimously by the Urban County Council
- November 2025: Recipients received notification of debt abolishment
- January 2026: 6-month update provided to the Urban County Council

Undue Medical Debt



The City of Lexington is partnering with Undue Medical Debt, a national, independent nonprofit organization, to acquire and abolish medical debt from local healthcare systems, hospitals and the secondary market (debt collectors).

How the Program Works

Undue Medical Debt will negotiate with providers in Fayette County to purchase in bulk and abolish outstanding medical debt for qualified Fayette County residents.

On average, $1 relieves more than $100 of face value medical debt

To be eligible recipients must be:

- Residents of Lexington-Fayette County
- Have income between 0-400% of the Federal Poverty Guidelines *(Just over $100,000 for a family of three)*

-or-

- Have medical debt representing 5% or more of their annual household income

How the Program Works

- To permanently eliminate medical debt and notify residents, Undue Medical Debt must:
  - Purchase and analyze qualification data
  - Obtain updated address information
  - Pay for printing and mailing
  - Maintain technology to meet HIPAA requirements
  - Conduct legal reviews and execute contracts
  - Dedicate staff time exclusively to qualifying debt
- Even with these necessary costs, the program delivers an unusually strong return on investment—on average, every $1 spent eliminates more than $100 in medical debt for residents
- Undue Medical Debt generally applies a standard 15% indirect cost rate to cover basic organizational needs, as permitted by Federal nonprofit guidelines
- In Lexington, approximately 66% of the total budget will be used to directly purchase medical debt

First Abolishment

On November 18th, 2025, the Lexington Fayette Urban County Council announced the first wave of medical debt abolishment.

6,484 Residents Impacted

$12,641,416.24 of Relief

UNDUE
Medical Debt



First Abolishment- Demographic Information

Age	CONSTITUENTS	DEBT VALUE
Other / Unknown	1	$ 590.47
18-30	1,056	$ 1,918,953.52
31-45	2,242	$ 4,077,102.38
46-60	2,151	$ 3,447,058.79
61-75	968	$ 2,968,566.01
76+	66	$ 229,145.07
Total	6,484	$ 12,641,416.24

Race [2]	CONSTITUENTS	DEBT VALUE
African American	396	$ 764,245.62
American Indian	15	$ 28,239.55
Asian	29	$ 38,654.06
Caucasian / White	3,414	$ 5,928,574.62
Hispanic	173	$ 266,439.32
Middle Eastern	57	$ 59,944.20
Unknown	2,400	$ 5,555,318.87
Total	6,484	$ 12,641,416.24

Income	CONSTITUENTS	DEBT VALUE
Other	7	$ 5,144.42
0-25K	2,917	$ 6,702,353.74
26K-50K	2,432	$ 4,304,855.97
51K-75K	854	$ 1,378,397.51
76K-100K	217	$ 209,283.76
101K-125K	57	$ 41,380.84
Total	6,484	$ 12,641,416.24

FPL	CONSTITUENTS	DEBT VALUE
0-100	1,164	$ 3,034,617.86
101-200	3,352	$ 6,619,631.28
201-300	1,790	$ 2,844,242.85
301-400	178	$ 142,924.25
Total	6,484	$ 12,641,416.24

First Abolishment- Demographic Information

Household Size	CONSTITUENTS	DEBT VALUE
1	5,344	$ 10,859,303.30
2	698	$ 1,000,273.46
3	369	$ 712,951.88
4	73	$ 68,887.60
Total	6,484	$ 12,641,416.24

Gender	CONSTITUENTS	DEBT VALUE
Female	3,563	$ 6,207,667.92
Male	2,621	$ 5,931,379.77
Unknown	300	$ 502,368.55
Total	6,484	$ 12,641,416.24

Insurance [1]	CONSTITUENTS	DEBT VALUE
Other/ Commercial	4,738	$ 7,235,325.24
Self-Pay/ Unknown	2,097	$ 5,218,008.91
Medicaid	170	$ 134,954.06
Military/ Veteran	35	$ 53,128.03
Total	6,484	$ 12,641,416.24

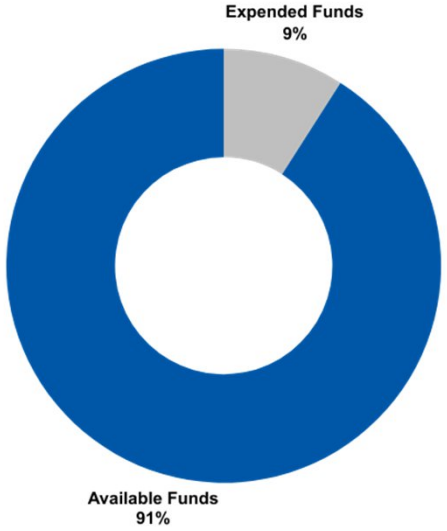
[1] The sum of individuals in the insurance type category reflects individuals with multiple insurance providers as unique individuals, counting them once for each insurance, possibly resulting in a higher number of individuals.

[2] Note: Some demographic data, such as race, may be excluded from reporting due to state privacy laws. For more information, see the IAPP U.S. State Privacy Legislation Tracker.

First Abolishment- Financial Breakdown

Budgetary Category	Approved Budget	Expended Amount	Residual Balance
Debt Abolishment	$663,697.00	$69,862.66	$593,834.34
Personnel	$182,457.00	$8,619.51	$173,837.49
Program Contractual Services	$23,412.00	$0.00	$23,412.00
Indirect Costs	$130,434.00	$11,772.32	$118,661.68
Total	**$1,000,000.00**	**$90,254.49**	**$909,745.51**

140:1
Return on Investment *(to-date)*



$12,641,416.24
Relief *(to-date)*

Beneficiary Responses

Amount abolished: $7,777

> I can't even begin to describe the relief I feel to know that some of my medical debt was paid! That's [debt] that I don't have to stress about paying! As a mom of three, this honestly was the best gift I could have gotten!

Elizabeth R., Lexington, KY

Beneficiary Responses

Amount abolished: $6,336

> This has been a blessing for me, because I have a lot of medical bills and student loans. This has taken some stress off of me. I just want to say thanks to everyone who is involved in this amazing project. I know this will help a lot of other people like me. Thank [you]. May God bless all the good this project is helping people with, and the people who donate to this program.

C.L., Lexington, KY

Beneficiary Responses

Amount abolished: $273

> I'm sharing my story because medical debt can happen to anyone, even when you're doing everything you can to rebuild your life. After leaving an abusive marriage, I was already starting over from scratch—emotionally, physically, and financially. The medical bills that followed came at a time when I was simply trying to survive and regain stability. Between those unexpected costs and the fallout from years of hardship, I ultimately had to file bankruptcy. It wasn't because I was irresponsible—it was because the weight of those bills made it impossible to keep up, especially while rebuilding my work, home, and sense of security. The support I received from Undue Medical Debt lifted a burden I had carried for a long time. These weren't old debts from the marriage—these bills came after the divorce, during the stage where I was trying to move forward. Having them forgiven has given me room to breathe and the space to keep rebuilding stronger than before. I'm grateful, and I hope that by sharing my experience, others can understand how medical debt impacts real people—people who are doing their best to heal, recover, and start again.

Anonymous, Lexington, KY

Beneficiary Responses

Amount abolished: $38,252

> I was diagnosed with kidney cancer when these debts accumulated. This is such an amazing blessing, and I am in remission now. This program lets my wife breathe a little easier knowing the debt is now forgiven. We cannot thank you enough for relieving this huge stress.

W.F., Lexington, KY

Beneficiary Responses

Amount abolished: $2,217

> I am very grateful for this debt being erased. I got very sick a month before COVID, which landed me in the ER. I am happy to see this debt go away, as I was never going to be able to pay it.

Anonymous, Lexington, KY

Beneficiary Responses

Amount abolished: $881

> Because of you, one major source of stress has been lifted from my shoulders. Clearing my past medical debt has given my family room to breathe. It has allowed me to focus on paying down the bills from my wife's complicated pregnancy and our son's NICU stay, instead of drowning in fear over how we would ever catch up. You didn't just erase numbers on a page. You gave us relief, hope, and the chance to move forward without feeling buried.

Jeremy, Lexington, KY

Questions?

LEXINGTON
Urban County Council

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0927-23

File ID:	0927-23	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council Work Session
				File Created:	09/07/2023
File Name:	Page Break			**Final Action:**	

Title:

Notes:

Sponsors:		**Enactment Date:**	
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0927-23

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0001-26

File ID:	0001-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Water Quality
				File Created:	12/16/2025
File Name:	West Hickman WWTP Land Transfer & Consolidation			**Final Action:**	

Title: Authorization to sub-divide an unused portion of LFUCG real property located at 200 W. Hickman Plant Road, Nicholasville, KY (West Hickman Wastewater Treatment Plant) and to transfer the sub-divided surplus tracts to the abutting properties of 4046 Ashgrove Rd and 4050 Ashgrove Rd, Nicholasville, KY by execution of Consolidation Plats and Quitclaim Deeds. At the cost of $100. Funds are budgeted. (L0001-26)(Martin/Albright)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Blue Sheet Memo West Hickman, Property Map_Photos, WEST HICKMAN PLANT ROAD 200 AERIAL, WEST HICKMAN PLANT ROAD SURVEY	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Christina King / Jenna Roseman	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0001-26

Title

Authorization to sub-divide an unused portion of LFUCG real property located at 200 W. Hickman Plant Road, Nicholasville, KY (West Hickman Wastewater Treatment Plant) and to transfer the sub-divided surplus tracts to the abutting properties of 4046 Ashgrove Rd and 4050 Ashgrove Rd, Nicholasville, KY by execution of Consolidation Plats and Quitclaim Deeds. At the cost of $100. Funds are budgeted. (L0001-26)(Martin/Albright)

Summary

Authorization to sub-divide an unused portion of LFUCG real property located at 200 W. Hickman Plant Road, Nicholasville, KY (West Hickman Wastewater Treatment Plant) and to transfer the sub-divided surplus tracts to the abutting properties of 4046 Ashgrove Rd and

4050 Ashgrove Rd, Nicholasville, KY by execution of Consolidation Plats and Quitclaim Deeds. At the cost of $100. Funds are budgeted. (L0001-26)(Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes Todd Henning 11/21/25

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4002-303403-0001-71299

This Fiscal Year Impact: $100.00

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance: $34,468.50

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

FROM: Charles H. Martin, P.E., Director
Division of Water Quality

DATE: December 2, 2025

SUBJECT: **Consolidation and Transfer of Land - West Hickman Wastewater Treatment Plant**

Request

Request Council authorization to sub-divide an unused portion of LFUCG real property located at 200 W. Hickman Plant Road Nicholasville, KY (West Hickman Wastewater Treatment Plant), and to transfer the sub-divided surplus tracts to the abutting properties of 4046 Ashgrove Road and 4050 Ashgrove Road, Nicholasville, KY by execution of Consolidation Plats and Quitclaim Deeds.

Purpose of Request

The requested Resolution will provide authorization for the Mayor to execute the necessary documents to convey the sub-divided surplus property as agreed between LFUCG West Hickman WWTP and the abutting property owners Jennifer Hunter, and Dmytro & Bogdana Savchuk.

A property survey conducted in July 2025 revealed the unused 30-foot-wide access portion of land owned by LFUCG between the two abutting properties at the southern boundary of the West Hickman WWTP. The Division of Water Quality has deemed this parcel to be unwanted and unbeneficial to maintain. LFUCG will be responsible for the fees associated with surveying, consolidation, filing, and recording the transfers.

Cost in FY26 Budget and Future Budget Years

The cost for this FY is: $100
The cost for future FY is: N/A

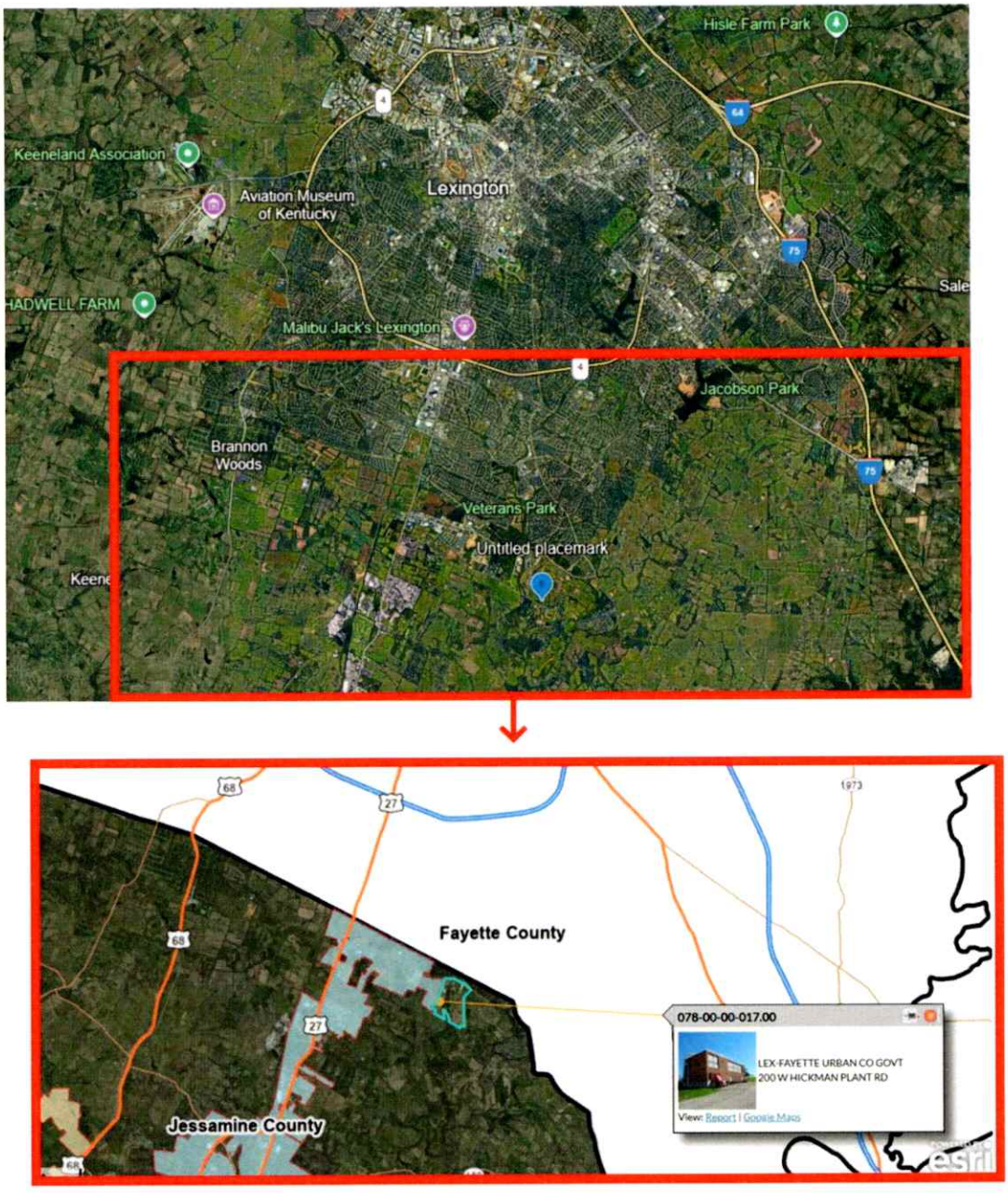
Funds are Budgeted

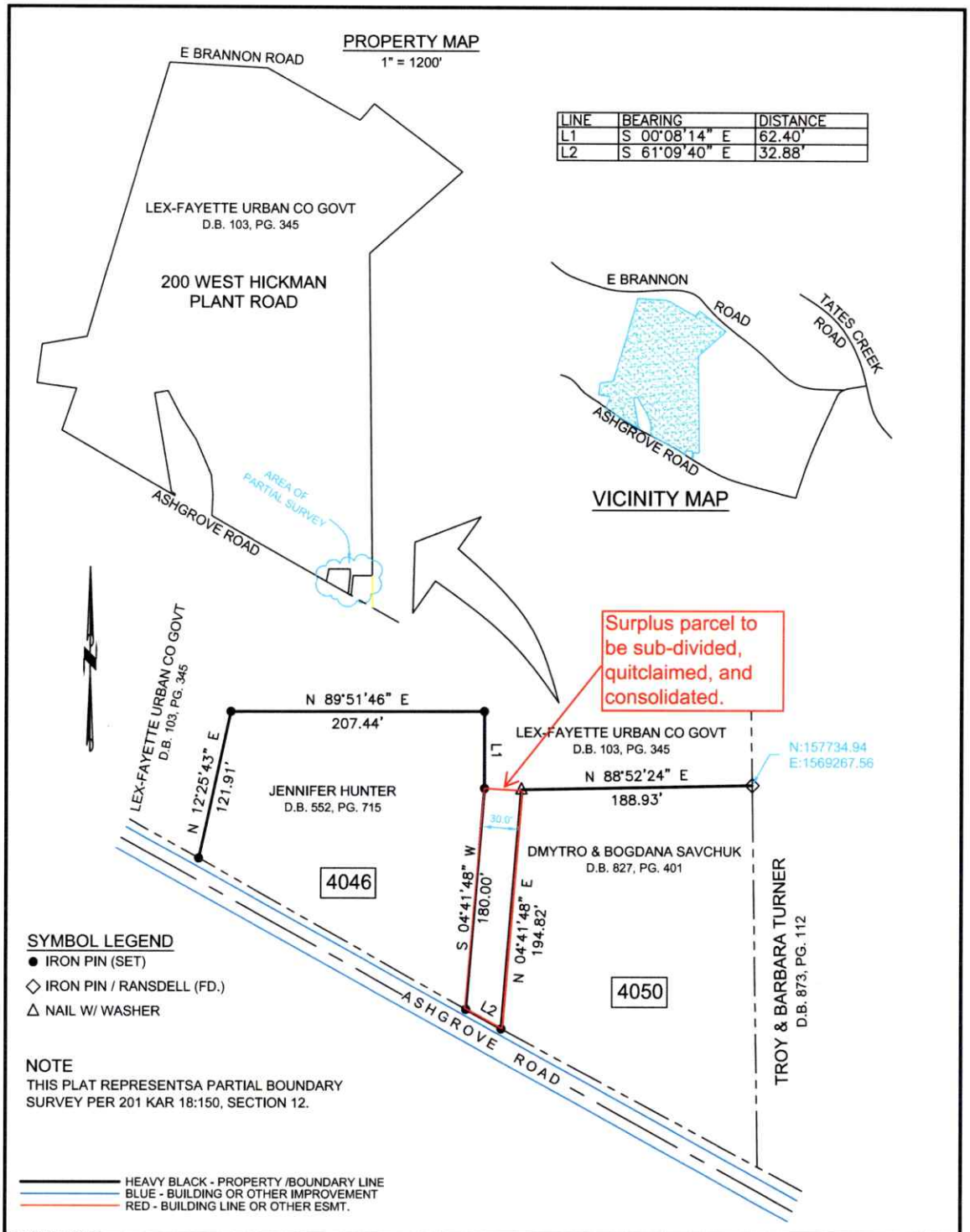
4002 303403 0001 71299

Director / Commissioner

Martin / Albright

Location of West Hickman Wastewater Treatment Plant in Jessamine County, Kentucky





LINE	BEARING	DISTANCE
L1	S 00°08'14" E	62.40'
L2	S 61°09'40" E	32.88'

SURVEY NOTES

-ALL IRON PIN (SET) ARE #5 X 18" REBAR W/ I.D. CAP.
-MERIDIAN OF SURVEY IS REFERRED GRID NORTH, BASED ON KY NORTH DATUM.
-COORDINATES DEPICTED HEREON ARE BASED ON KY CORS NETWORK STATE PLANE DATUM (KY NORTH).

THIS FIELD SURVEY COMPLIES WITH 201 KAR 18:150 AND WAS DONE USING A SPECTRA PRECISION SP85 RTK GPS HAVING A POSITIONAL ACCURACY OF 0.05' OR BETTER. THIS IS A CLASS A 'URBAN' SURVEY. ALL WORK WAS PERFORMED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

7/16/2025

GARY ROLAND, P.L.S. #3363

STATE OF KENTUCKY
GARY ROLAND
3363
LICENSED
PROFESSIONAL
LAND SURVEYOR

CAM SURVEYING
Residential | Commercial | Farm | Lender Services
(859)621.2116 (859)621.6762
camsurveying@yahoo.com

LFUCG
JROSEMAN@LEXINGTONKY.GOV

SURVEY FOR

LFUCG
200 WEST HICKMAN PLANT ROAD
NICHOLASVILLE, KY
DEED BOOK 103, PAGE 345

SCALE
50' 100'
1" = 100'

DATE OF FIELD SURVEY:
JULY 14, 2025

DRAFTED BY
CCM

PROJECT NO.

LEX-FAYETTE URBAN CO
D.B. 103, PG. 345
N 12°25'
E
JENNIFER HUNTER
D.B. 552, PG. 715
4046
S 04°41'48" W
30.0'
N 04°41'48"
194.82'
ASHGROVE ROAD
LEX-FAYETTE URBAN CO GOVT
D.B. 103, PG. 345
88°52'24" E
188.93'
DMYTRO & BOGDANA SAVCHUK
D.B. 827, PG. 401
4050
TROY & BARBARA TURNER
D.B. 873, PG. 112

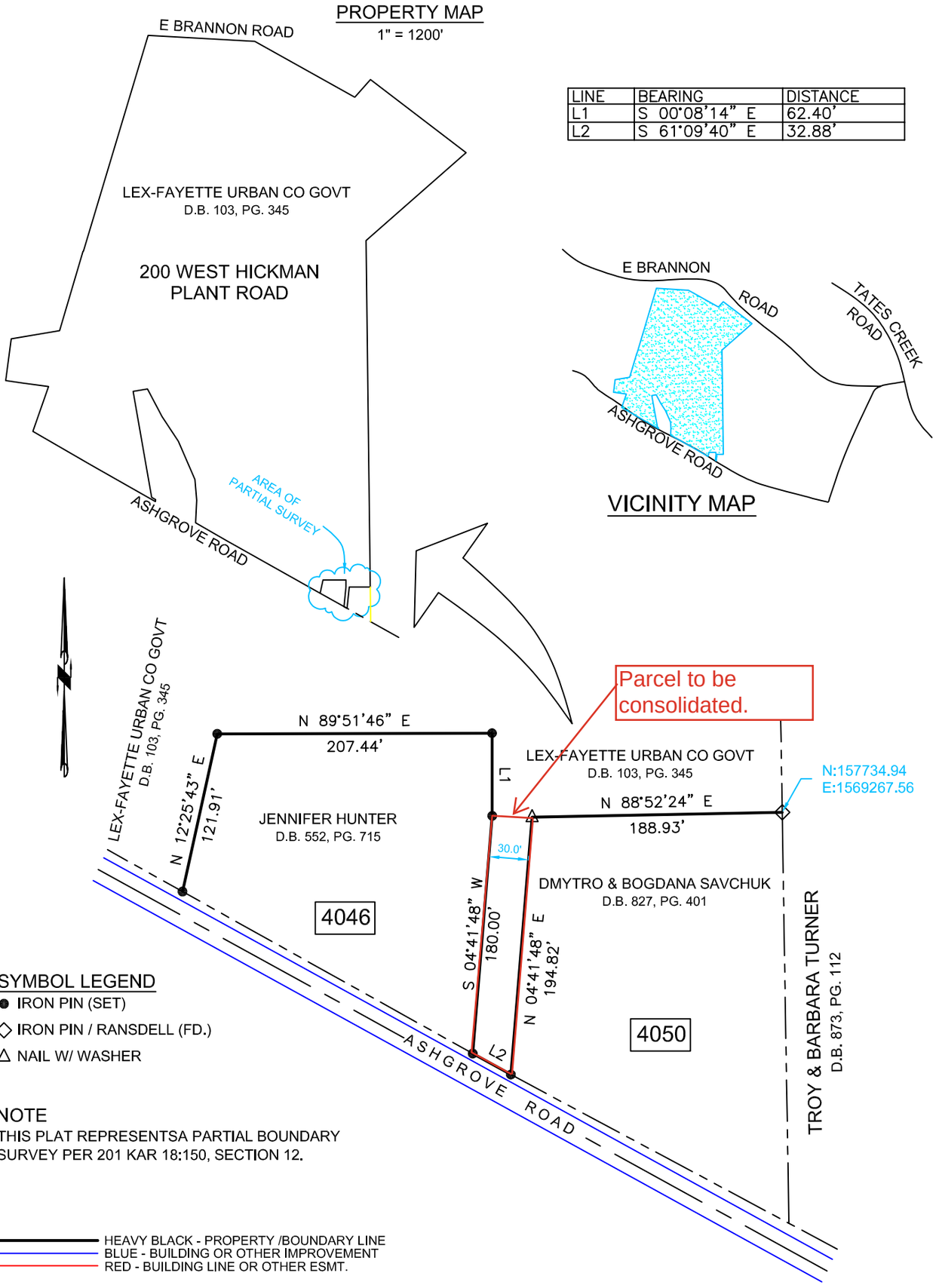
Parcels to be sub-divided, quit claimed, and consolidated.




LEX-FAYETTE URBAN CO GOVT
D.B. 103, PG. 345
N 89°51'46" E
207.44'
N 12°25'43" E
121.61'
JENNIFER HUNTER
D.B. 552, PG. 715
4046
L1
S 04°41'48" W
180.00'
30.0'
LEX-FAYETTE URBAN CO GOVT
D.B. 103, PG. 345
N 88°52'24" E
188.93'
N:157734.94
E:1569267.5
DMYTRO & BOGDANA SAVCHUK
D.B. 827, PG. 401
N 04°41'48" E
194.82'
4050
L2
ASHGROVE ROAD
TROY & BARBARA TURNER
D.B. 873, PG. 112

PROPERTY MAP

1" = 1200'



LINE	BEARING	DISTANCE
L1	S 00°08'14" E	62.40'
L2	S 61°09'40" E	32.88'

SYMBOL LEGEND

- ● IRON PIN (SET)
- ◇ IRON PIN / RANSDELL (FD.)
- △ NAIL W/ WASHER

NOTE

THIS PLAT REPRESENTSA PARTIAL BOUNDARY SURVEY PER 201 KAR 18:150, SECTION 12.

HEAVY BLACK - PROPERTY /BOUNDARY LINE
BLUE - BUILDING OR OTHER IMPROVEMENT
RED - BUILDING LINE OR OTHER ESMT.

SURVEY NOTES

-ALL IRON PIN (SET) ARE #5 X 18" REBAR W/ I.D. CAP.
-MERIDIAN OF SURVEY IS REFERRED GRID NORTH, BASED ON KY NORTH DATUM.
-COORDINATES DEPICTED HEREON ARE BASED ON KY CORS NETWORK STATE PLANE DATUM (KY NORTH).

THIS FIELD SURVEY COMPLIES WITH 201 KAR 18:150 AND WAS DONE USING A SPECTRA PRECISION SP85 RTK GPS HAVING A POSITIONAL ACCURACY OF 0.05' OR BETTER. THIS IS A CLASS A 'URBAN' SURVEY. ALL WORK WAS PERFORMED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

7/16/2025

GARY ROLAND, P.L.S. #3363

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LFUCG
JROSEMAN@LEXINGTONKY.GOV

SURVEY FOR

LFUCG
200 WEST HICKMAN PLANT ROAD
NICHOLASVILLE, KY
DEED BOOK 103, PAGE 345

SCALE
50' 100'
1" = 100'

DATE OF FIELD SURVEY:
JULY 14, 2025

DRAFTED BY
CCM

PROJECT NO.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0002-26

File ID:	0002-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**	184-2023	**In Control:**	General Services
				File Created:	12/18/2025
File Name:	Second Amendment Lease at 4071 Tates Creek Centre Dr			**Final Action:**	

Title: Authorization to execute the Second Amendment to the lease agreement with Ridgefield Investments, LLC for office space located at 4071 Tates Creek Centre Drive to expand leasable space from 431 square feet to 2,261 square feet through June 30, 2029. This is location of Police's Behavioral Health and Wellness Advocate. No budgetary impact for FY26. (L0002-26)(Ford)

Notes: LPD Behavioral Health Office Lease

Sponsors:		**Enactment Date:**	
Attachments:	Memo Police Lease - 2nd Amendment.pdf, 2nd Amendment Lease Agreement Tates Creek.pdf, Floor Plan #204 TC Police.pdf	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Sandra Lopez	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0002-26

Title

Authorization to execute the Second Amendment to the lease agreement with Ridgefield Investments, LLC for office space located at 4071 Tates Creek Centre Drive to expand leasable space from 431 square feet to 2,261 square feet through June 30, 2029. This is location of Police's Behavioral Health and Wellness Advocate. No budgetary impact for FY26. (L0002-26)(Ford)

Summary

Authorization to execute the Second Amendment to the lease agreement with Ridgefield Investments, LLC for office space located at 4071 Tates Creek Centre Drive to expand leasable space from 431 square feet to 2,261 square feet through June 30, 2029. This is

location of Police's Behavioral Health and Wellness Advocate. No budgetary impact for FY26. (L0002-26)(Ford)

Budgetary Implications: No

Advance Document Review:

Law: Yes, Completed by Ella Helmuth, 12-17-2025

Risk Management: No

Fully Budgeted: Yes

Account Number: 1101-505507-5571-71302

This Fiscal Year Impact: None

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: _____
Chris Ford, Commissioner of General Services

DATE: December 23, 2025

SUBJECT: Second Amendment to Lease Agreement
Office Space at 4071 Tates Creek Centre Drive

Request:

Request Council Authorization for the Mayor to execute the Second Amendment to the lease agreement with Ridgefield Investments, LLC for office space located at 4071 Tates Creek Centre Drive. Currently, Police lease 431 square feet for its' Behavioral Health and Wellness Advocate. This amendment expands leasable space by 1,836 square feet, for a total of 2,267 square feet.

Purpose:

To provide the Division of Police's Behavioral Health and Wellness Program additional office space needed to accommodate programmatic growth and expansion. The amended lease term is February 1, 2026 through June 30, 2029.

Budgetary Implication:

The additional square footage (1,836) accounted for in this amendment is being offered to LFUCG at no additional cost for the remainder of the current fiscal year (through June 30, 2026).

The negotiated annual lease rate for upcoming fiscal year 2027 is $34,425.00. The annual lease rate for FY28 is $35,285.63. The annual lease rate for FY29 is $36,167.77.

Funding Source: 1101 – 505507 – 5571 – 71302

File Number: 0002-26

Commissioner: Chris Ford

SECOND AMENDMENT TO
LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("**Amendment**") is entered into this ____ day of January, 2026, by and between **RIDGEFIELD INVESTMENTS, LLC**, a Kentucky limited liability company, with an address of 133 West Short Street, Lexington, KY 40507 (the "Landlord"), **THE LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT** with an address of 200 E. Main Street, Lexington, KY 40507 (the "Tenant").

WHEREAS, Landlord and Tenant previously entered into that certain Lease Agreement dated June 30th, 2023 and First Amendment dated May 30th, 2025, for that certain Leased Premises located at 4071 Tates Creek Centre Drive, Suite 206, Lexington, KY 40517, (the "**Lease**");

WHEREAS, Landlord and Tenant desire to amend the Lease to amend the Term, Recitals Rental, and to provide for certain other amendments, as more particularly set forth herein;

NOW THEREFORE, in consideration of the Premises and covenants contained herein and intending to be legally bound hereby, the parties agree as follows:

1. TERM. The Term of the Lease is hereby amended and extended from February 1st, 2026 expiring on June 30th, 2029.

2. RECITALS. The Leased Premises is hereby amended to 4071 Tates Creek Centre Drive, Suite 204 consisting of 1,836 square feet. The Tenant proportionate share of the Building is hereby amended to 6.01%.

3. RENTAL. The Base Rental schedule of the Lease is revised and amended to the following schedule:

Period:	**Annual Base Rental:**	**Monthly Base Rental:**
February 1, 2026-June 30, 2026	$11,144.64	$928.72
July 1, 2026-June 30, 2027	$34,425.00	$2,868.75
July 1, 2027-June 30, 2028	$35,285.63	$2,940.47
July 1, 2028-June 30, 2029	$36,167.77	$3,013.98

4. CONDITION OF THE PREMISES. Prior to Tenant possession, Landlord shall ensure that the Premises is broom clean, carpets cleaned, and all Premises systems are in good and working condition. Otherwise, Tenant shall take possession of the space in its "as is" present condition.

5. OPTION TO TERMINATE. At any time during the Lease, Tenant shall have the Option to Terminate the Lease by providing Landlord with ninety (90) day advance written notice.

6. EFFECT OF AMENDMENT. Except as specifically modified by this Amendment, all other provisions of the Lease (as amended hereby) remain in full force and effect.

WHEREFORE, the parties hereto have signed this Amendment, as of the ___ day of January, 2026.

LANDLORD:

RIDGEFIELD PROPERTIES, LLC,
a Kentucky limited liability company

By: _____

Name: Anjum Bux

Title: Managing Partner

TENANT:

THE LEXINGTON FAYETTE URBAN
COUNTY GOVERNMENT

By: _____

Name: _____

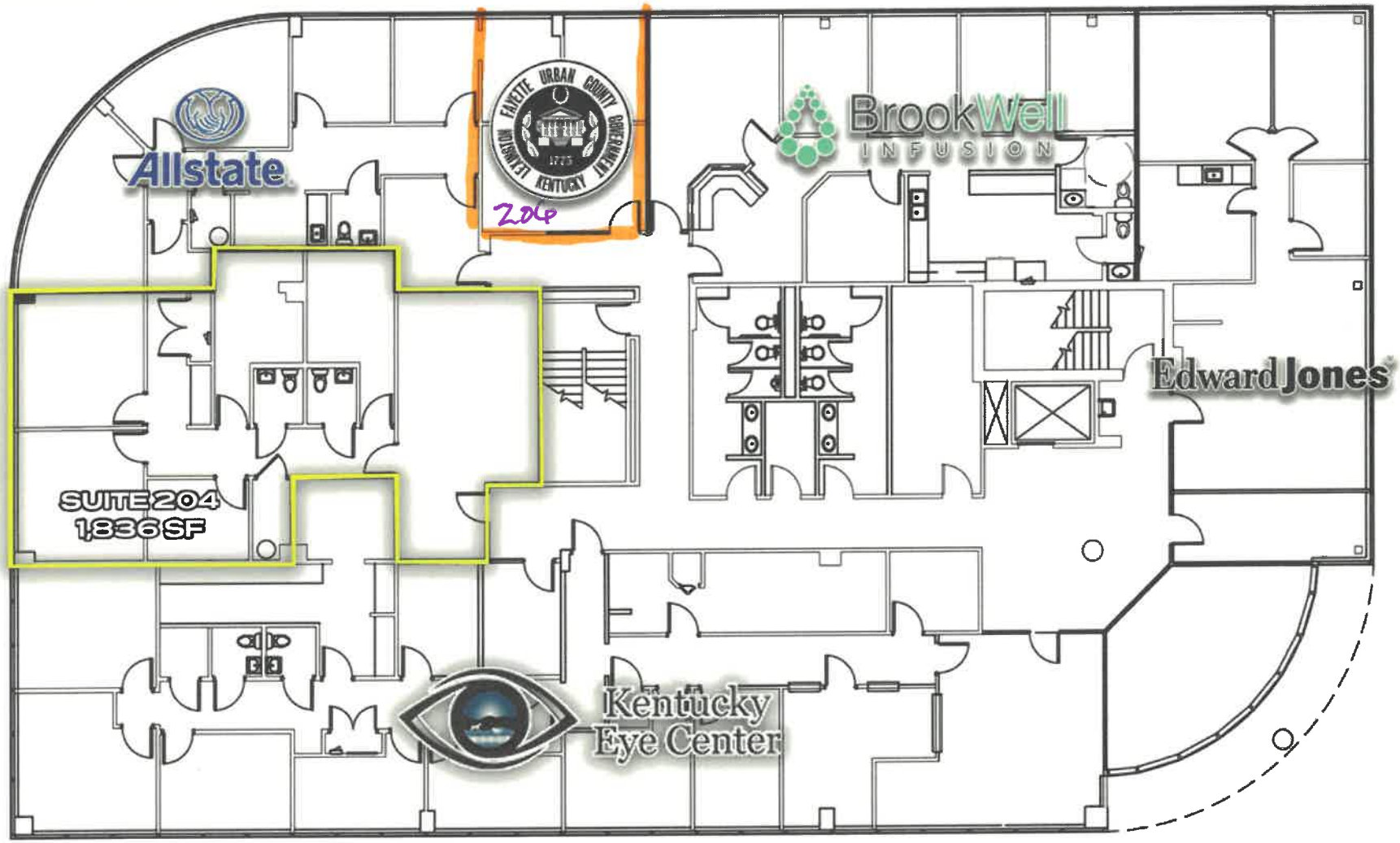
Title: _____

4909-1265-9842, v. 1

02: PROPERTY OVERVIEW

4071 TATES CREEK
OFFICE CENTRE

FLOOR PLAN - TATES CREEK OFFICE CENTRE SECOND FLOOR



Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0003-26

File ID:	0003-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Finance
				File Created:	12/19/2025
File Name:	FY26 GO Bonds, Series 2026A Issuance and Sale			**Final Action:**	

Title:

Authorization to approve the Sale and Issuance of the Lexington-Fayette Urban County Government Various Purpose General Obligation, Series 2026A in an aggregate principal amount of $18,040,000 (which may be increased by 10%). Funds are budgeted. (L0003-26)(Hensley)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Memo FY26 GO 2026A Issuance and Sale Ordinance, Ordinance (New Money - 2026A - LFUCG - 2026A - GO (2026)(66001523.1), Resolution re Ad for Bids (New Money) - LFUCG - 2026A - GO - (2026)(66001572.1)	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Robin Adams	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0003-26

Title

Authorization to approve the Sale and Issuance of the Lexington-Fayette Urban County Government Various Purpose General Obligation, Series 2026A in an aggregate principal amount of $18,040,000 (which may be increased by 10%). Funds are budgeted. (L0003-26) (Hensley)

Summary

Authorization to approve the Sale and Issuance of the Lexington-Fayette Urban County Government Various Purpose General Obligation, Series 2026A in an aggregate principal amount of $18,040,000 (which may be increased by 10%). Funds are budgeted. (L0003-26) (Hensley)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by David Barberie, December 18, 2025

Risk Management: No

Fully Budgeted: Yes

Account Number: 1101-141401-1680-78402

This Fiscal Year Impact: $1,671,480.00

Annual Impact: $2,382,000.00 annually for 10 years.

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

ERIN HENSLEY
COMMISSIONER
FINANCE

TO: Mayor Linda Gorton
Members, Urban County Council

FROM: Erin Hensley, Commissioner of Finance

DATE: December 30, 2025

SUBJECT: Authorization for Issuance and Sale of the FY26 GO 2026A Various Purpose Project Bonds.

Request
Authorization to: Approve the Sale and Issuance of the Lexington-Fayette Urban County Government Various Purpose General Obligation, Series 2026A in an aggregate principal amount of $18,040,000 (which may be increased by 10%).

Why are you requesting?
Department needs this action completed because: This Ordinance will permit the sale of the 2026A Various Purpose General Obligation Bonds of which the bond proceeds will provide funding including, but not limited to (i) fire training academy facility design, fire equipment including turnout gear and personal protective equipment, EMS replacement equipment, Americans with Disabilities Act (ADA) ramps, new general government vehicle acquisitions, road construction and improvements, road resurfacing, road maintenance, road upgrades, streetscapes and sidewalk improvements, public art and beautification projects, street and roads snow truck replacements and winter shelter infrastructure renovations. (collectively known as the "Series 2026A Project").

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

The cost for this FY is: $1,671,480.00

The cost for future FY is: $2,382,000.00 annually for 10 years.

Are the funds budgeted?

The funds are budgeted.

Account number: 1101-141401-1680-78402

File Number: 0003-26
Commissioner: Erin Hensley

ORDINANCE NO. _____

AN ORDINANCE OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT AUTHORIZING THE ISSUANCE OF ITS VARIOUS PURPOSE GENERAL OBLIGATION BONDS, SERIES 2026A, IN ONE OR MORE SUBSERIES, IN AN AGGREGATE PRINCIPAL AMOUNT OF $18,040,000 (WHICH AMOUNT MAY BE INCREASED BY AN AMOUNT OF UP TO TEN PERCENT (10%) OR DECREASED BY AN UNLIMITED AMOUNT); APPROVING A FORM OF SERIES 2026A BONDS; AUTHORIZING DESIGNATED OFFICERS TO EXECUTE AND DELIVER THE SERIES 2026A BONDS; AUTHORIZING AND DIRECTING THE FILING OF NOTICE WITH THE STATE LOCAL DEBT OFFICER; PROVIDING FOR THE PAYMENT AND SECURITY OF THE SERIES 2026A BONDS; MAINTAINING A SINKING FUND; CREATING A BOND PAYMENT FUND FOR THE SERIES 2026A BONDS; AUTHORIZING ACCEPTANCE OF THE BID(S) OF THE BOND PURCHASER OF THE SERIES 2026A BONDS; AND REPEALING INCONSISTENT ORDINANCES.

WHEREAS, the Lexington-Fayette Urban County Government has previously determined the necessity of financing the acquisition of various projects for departments within the Lexington-Fayette Urban County Government, including, but not limited to (i) fire training academy facility design, fire equipment including turnout gear and personal protective equipment, EMS replacement equipment, Americans with Disabilities Act (ADA) ramps, new general government vehicle acquisitions, road construction and improvements, road resurfacing, road maintenance, road upgrades, streetscapes and sidewalk improvements, public art and beautification projects, street and roads snow truck replacements and winter shelter infrastructure renovations and various other improvements within departments of the Lexington-Fayette Urban County Government (collectively, the "Series 2026A Project"), and (ii) paying certain costs related to the issuance of the Series 2026A Bonds; and

WHEREAS, pursuant to the Constitution and laws of the Commonwealth of Kentucky, and particularly KRS 66.011 et. seq. (the "Act"), an urban county government may issue bonds, subject to the requirements of the Act, to pay all or any portion of the costs of the Series 2026A Project; and

WHEREAS, the Lexington-Fayette Urban County Government has determined that it is in the best interests of the Lexington-Fayette Urban County Government that the Series 2026A Project should be financed and refinanced through the issuance of Lexington-Fayette Urban County Government Various Purpose General Obligation Bonds, Series 2026A, in one or more subseries on a tax-exempt or taxable basis as hereinafter provided, in an aggregate principal amount of $18,040,000 (which amount may be increased by an amount of up to ten percent (10%) or decreased by an unlimited amount) (the "Series 2026A Bonds") to be sold and awarded to the

successful bidder(s) (the "Purchaser(s)") at public, competitive sale in accordance with the provisions of Chapter 424 of the Kentucky Revised Statutes, as amended;

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

SECTION 1. Necessity, Authorization and Purpose of General Obligation Bonds. The Lexington-Fayette Urban County Government hereby declares that it is necessary to issue and authorizes the issuance of its Various Purpose General Obligation Bonds, Series 2026A, in one or more subseries, on a tax-exempt or taxable basis, in a principal amount of $18,040,000 (which amount may be increased by an amount of up to ten percent (10%) or decreased by an unlimited amount) (the "Permitted Adjustment"). The exact principal amount of the Series 2026A Bonds and the designation of one or more subseries, on a taxable or tax-exempt basis, shall be set forth the Certificate of Award to be executed by the Mayor of the Lexington-Fayette Urban County Government (the "Certificate of Award") awarding the Series 2026A Bonds to the Purchaser and establishing the interest rate or rates on the Series 2026A Bonds. The Series 2026A Bonds are being issued for the purpose of (i) financing the Series 2026A Project and (ii) paying certain costs of issuance with respect to the Series 2026A Bonds.

The Series 2026A Bonds shall be offered for sale in accordance with the provisions hereof, and the determination of the best bids for the Series 2026A Bonds shall be made on the basis of all bids submitted for $18,040,000 principal amount of Series 2026A Bonds; provided however, the Permitted Adjustments are reserved by the Lexington-Fayette Urban County Government hereunder, with such increases to be made in any principal maturity so that the total principal amount of Series 2026A Bonds awarded to the best bidder may be a maximum of $19,825,000. In the event of any such Permitted Adjustment, no rebidding or recalculation of a submitted bid will be required or permitted; the price at which such adjusted principal amount of Series 2026A Bonds will be sold shall be at the same price per $1,000 of Series 2026A Bonds as the price per $1,000 of the $18,040,000 of Series 2026A Bonds bid.

SECTION 2. Form. The Series 2026A Bonds shall be issued in fully registered form, shall be designated "Various Purpose General Obligation Bonds, Series 2026A," or such other designation as provided for in the Certificate of Award. The Series 2026A Bonds shall express upon their faces the purpose for which they are issued and that they are issued under the Act and shall be substantially in the form set forth in ***Annex A***, in accordance with the terms set forth in the Certificate of Award.

The Series 2026A Bonds shall be in denominations as requested by the Purchaser, which shall be in multiples of five thousand dollars ($5,000) or any integral multiple thereof. The Series 2026A Bonds shall be dated their date of issuance and delivery or such other date as is determined in the Certificate of Award.

Interest on the Series 2026A Bonds shall be payable no less frequently than semi-annually on the dates set forth in the Certificate of Award (an "Interest Payment Date") at the stated interest rate or rates on the principal amount thereof. The Series 2026A Bonds shall be serial or term bonds maturing, or subject to optional and/or mandatory sinking fund redemption annually on the dates, in the years and in the amounts to be established in the Certificate of Award after advertised competitive sale of the Series 2026A Bonds based on the interest rates bid in the successful bids (the "Bids") and the provisions of this Section 2, provided that the final maturity date of the Series 2026A Bonds shall be as set forth in the Certificate of Award but shall be no later than twenty years from their date of initial issuance. The interest rate or rates on the Series 2026A Bonds shall be determined in the Certificate of Award based on the Bids; provided that the aggregate net interest cost of the Series 2026A Bonds shall not exceed seven percent (6.00%).

The Series 2026A Bonds may contain such additional extraordinary optional or mandatory redemption provisions as may, upon the advice of the Lexington-Fayette Urban County Government's Municipal Advisor and Bond Counsel (both as hereinafter defined), be necessary to accomplish the financial objectives of the Lexington-Fayette Urban County Government and/or achieve compliance with any provisions of the Internal Revenue Code of 1986, as amended. The Mayor is hereby authorized and directed to administratively approve any such additional extraordinary optional or mandatory redemption provisions, and the execution of the Certificate of Award shall constitute conclusive evidence of the approval of such additional provisions.

At least thirty (30) days before the redemption date of any Series 2026A Bonds subject to optional or mandatory redemption, U.S. Bank Trust Company, National Association, Louisville, Kentucky (the "Paying Agent and Registrar") shall cause a notice of such redemption either in whole or in part, signed by the Paying Agent and Registrar (as hereinafter defined), to be mailed, first class, postage prepaid, to all registered owners of the Series 2026A Bonds to be redeemed in whole or in part at their addresses as they appear on the registration books kept by the Paying Agent and Registrar, but failure to mail any such notice shall not affect the validity of the proceedings for such redemption of Series 2026A Bonds for which such notice has been sent. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid and, if

less than all of the Series 2026A Bonds of a subseries being payable by their terms on a single date then outstanding shall be called for redemption, the distinctive number or letters, if any, of such Series 2026A Bonds to be redeemed.

On the date so designated for redemption, notice having been mailed in the manner under the conditions hereinabove provided and moneys for payment of the redemption price being held in the applicable bond payment fund by the Paying Agent and Registrar for the registered owners of the Series 2026A Bonds to be redeemed, the Series 2026A Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Series 2026A Bonds on such date, interest on the Series 2026A Bonds so called for redemption shall cease to accrue, and the registered owners of such Series 2026A Bonds shall have no right in respect thereof except to receive payment of the redemption price thereof.

SECTION 3. Execution and Delivery. The Series 2026A Bonds shall be executed by the manual or facsimile signature of the Mayor and duly attested by the manual or facsimile signature of the Urban County Council Clerk (which, together with any other person as may be authorized by ordinance/resolution are referred to as "Designated Officers") and shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar for the Series 2026A Bonds. The Designated Officers are further authorized and directed to deliver the Series 2026A Bonds to the Purchaser, upon the terms and conditions provided herein, in the Certificate of Award and in the Bids, receive the proceeds therefor, execute and deliver such certificates and other closing documents and take such other action as may be necessary or appropriate in order to effectuate the proper issuance, sale and delivery of the Series 2026A Bonds.

The Lexington-Fayette Urban County Government authorizes and directs the Paying Agent and Registrar to authenticate the Series 2026A Bonds and to deliver the Series 2026A Bonds to the Purchaser following execution of the Certificate of Award and payment of the purchase price thereof.

SECTION 4. Payment. Payment of or on account of the interest on and principal of the Series 2026A Bonds shall be made directly to the Paying Agent and Registrar for the account of the registered owner. Interest on the Series 2026A Bonds shall be payable by check, mailed to the person whose name appears on the fifteenth day preceding an Interest Payment Date on the bond registration records as the registered owner, on each Interest Payment Date or by other transfer of funds acceptable to such registered owner and the Paying Agent and Registrar. Principal shall be payable in such coin or currency of the United States of America as shall be

legal tender for the payment of public and private debts at the time and place of payment upon delivery of the Series 2026A Bonds to the Paying Agent and Registrar or by other transfer of funds acceptable to the Paying Agent and Registrar and such registered owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2026A Bonds to the extent of the sum or sums so paid.

SECTION 5. Filing and Approvals. The Designated Officers are hereby authorized to undertake and cause all filings of notices or information, which may be required by law to be filed or obtained by the Lexington-Fayette Urban County Government, including, but not limited to, filings with the State Local Debt Officer as required by law.

SECTION 6. Bond Payment Fund, Payment of Series 2026A Bonds. There is hereby established with the Paying Agent and Registrar a bond payment fund in the name of the Lexington-Fayette Urban County Government to be known as Various Purpose General Obligation Bonds, Series 2026A Bond Payment Fund (the "Bond Payment Fund"), into which the Lexington-Fayette Urban County Government covenants to deposit, and into which the Designated Officers are hereby authorized and directed to deposit from the Sinking Fund (hereinafter defined), on or before the twenty-fifth day of each month which precedes an Interest Payment Date, the amount required to pay principal of and interest due on the Series 2026A Bonds on such Interest Payment Date. The Paying Agent and Registrar is further directed to establish such additional subaccounts within the Bond Payment Fund as may be necessary in connection with the issuance of multiple subseries of the Series 2026A Bonds. The Paying Agent and Registrar shall, without further authorization from the Lexington-Fayette Urban County Government, withdraw from the Bond Payment Fund, on such Interest Payment Date, the amounts necessary to pay principal of, and interest on the Series 2026A Bonds to the registered owners of the same.

The Paying Agent and Registrar is hereby appointed depository of the Bond Payment Funds with respect to the Series 2026A Bonds.

If the Lexington-Fayette Urban County Government shall fail or refuse to make any required deposit in the Bond Payment Fund from the Sinking Fund, the Paying Agent and Registrar shall (i) notify any agency of the Commonwealth of Kentucky or any political subdivision thereof which may collect and distribute taxes or revenues for the Lexington-Fayette Urban County Government to seek any available necessary or proper remedial action; and (ii) upon being indemnified against cost and expense, exercise any remedy provided in the Act or at law or in equity for the benefit of the owner of the Series 2026A Bonds or its assignee, and shall disburse

all funds so collected to the owners of the Series 2026A Bonds as payment of the Series 2026A Bonds.

SECTION 7. General Obligation; Maintenance of Sinking Fund. The Series 2026A Bonds shall be full general obligations of the Lexington-Fayette Urban County Government and, for the payment of said Series 2026A Bonds and the interest thereon, the full faith, credit and revenue of the Lexington-Fayette Urban County Government are hereby pledged for the prompt payment thereof. During the period the Series 2026A Bonds are outstanding, there shall be and there hereby is levied on all the taxable property in Lexington, Fayette County, Kentucky in addition to all other taxes, without limitation as to rate, a direct tax annually in an amount sufficient to pay the principal of and interest on the Series 2026A Bonds when and as due, it being hereby found and determined that current tax rates are within all applicable limitations. Said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof provided, however, that in each year to the extent that the other lawfully available funds of the Lexington-Fayette Urban County Government are available for the payment of the Series 2026A Bonds and are appropriated for such purpose, including the proceeds of the Series 2026A Bonds, the amount of such direct tax upon all of the taxable property in the Lexington-Fayette Urban County Government shall be reduced by the amount of such other funds so available and appropriated.

There has previously been established with the Lexington-Fayette Urban County Government a sinking fund (the "Sinking Fund"). The funds derived from said tax levy hereby required or other lawfully available funds shall be placed in the Sinking Fund and, together with interest collected on the same, are irrevocably pledged for the payment of the interest on and principal of all bonds issued under the Act and tax-supported leases, as defined in the Act, when and as the same fall due. Amounts shall be transferred from the Sinking Fund to each Bond Payment Fund at the times and in the amounts required by Section 7.

SECTION 8. Sale of Bonds; Certificate of Award. The Designated Officers are hereby directed to sell the Series 2026A Bonds to the Purchasers at advertised competitive sale, the final principal amount of, the principal amortization of, the interest payment dates and the interest rate or rates on the Series 2026A Bonds to be established in accordance with the requirements of Sections 1, 2 and 3 hereof and the Certificate of Award.

SECTION 9. Registered Owner; Transfer; Exchange. As long as the Series 2026A Bonds executed and delivered hereunder shall remain outstanding, the Paying Agent and Registrar shall maintain an office for the registration of such Series 2026A Bonds and shall also keep at such office books for such registration and transfers. The registered owner of the Series 2026A Bonds, as set forth in the registration books maintained by the Paying Agent and Registrar on the fifteenth day preceding an Interest Payment Date, or its assignees, for purposes of this Bond Ordinance, to the extent of its interest, shall be treated as the owner of the Series 2026A Bonds and shall be entitled to all rights and security of the owner of the Series 2026A Bonds hereunder.

Upon surrender for registration of transfer of the Series 2026A Bonds at the office of the Paying Agent and Registrar with a written instrument of transfer satisfactory to the Paying Agent and Registrar, duly executed by the registered owner or the registered owner's duly authorized attorney, the Paying Agent and Registrar shall execute and deliver, in the name of the designated transferee or transferees, one or more Series 2026A Bonds of the same series or subseries of any authorized denomination and of a like tenor and effect.

All Series 2026A Bonds, upon surrender thereof at the office of the Paying Agent and Registrar, may, at the option of the registered owner thereof be exchanged for an equal aggregate principal amount of Series 2026A Bonds of the same series or subseries of any authorized denomination.

In all cases in which the privilege of exchanging or transferring Series 2026A Bonds is exercised, the Paying Agent and Registrar shall execute and deliver Series 2026A Bonds in accordance with the provisions of this Section. Every such exchange or transfer of Series 2026A Bonds, whether temporary or definitive, shall be without charge; provided that the Paying Agent and Registrar may impose a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

SECTION 10. Book-entry System. For purposes of this Bond Ordinance, the following terms shall have the following meanings:

"Book entry form" or "book entry system" means a form or system under which (i) the beneficial right to payment of principal of and interest on the Series 2026A Bonds may be transferred only through a book entry, and (ii) physical Bond certificates in fully registered form are issued only to the Depository or its nominee as registered owner, with the Series 2026A Bonds

"immobilized" to the custody of the Depository, and the book entry maintained by others than the Lexington-Fayette Urban County Government or the Paying Agent and Registrar is the record that identifies the owners of beneficial interests in those Bonds and that principal and interest.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, together with its Participants or otherwise, a book entry system to record ownership of beneficial interests in Series 2026A Bonds or principal and interest, and to effect transfers of Series 2026A Bonds, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"Participant" means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

All or any portion of the Series 2026A Bonds may be initially issued to a Depository for use in a book entry system, and the provisions of this Section 10 shall apply to such Series 2026A Bonds, notwithstanding any other provision of this Bond Ordinance. If and as long as a book entry system is utilized with respect to any such Bonds: (i) there shall be such number of Series 2026A Bonds of each maturity as the Depository shall specify; (ii) those Series 2026A Bonds shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners of Series 2026A Bonds in book entry form shall have no right to receive Series 2026A Bonds in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Series 2026A Bonds in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (v) the Series 2026A Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the Urban County Council. Debt service charges on Series 2026A Bonds in book entry form registered in the name of a Depository or its nominee shall be payable in the manner provided in the Lexington-Fayette Urban County Government's agreement with the Depository to the Depository or its authorized representative (i) in the case of interest, on each Interest Payment Date, and (ii) in all other cases, upon presentation and surrender of Series 2026A Bonds as provided in this Bond Ordinance.

The Paying Agent and Registrar may, with the approval of the Lexington-Fayette Urban County Government, enter into an agreement with the beneficial owner or registered owner of any

Bond in the custody of a Depository providing for making all payments to that owner of principal and interest on that Series 2026A Bond or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided in this Bond Ordinance, without prior presentation or surrender of the Series 2026A Bond, upon any conditions which shall be satisfactory to the Paying Agent and Registrar and to the Lexington-Fayette Urban County Government. That payment in any event shall be made to the person who is the registered owner of that Series 2026A Bond on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Paying Agent and Registrar shall furnish a copy of each of those agreements, certified to be correct by the Paying Agent and Registrar, to any other paying agents for Series 2026A Bonds and to the Lexington-Fayette Urban County Government. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this Bond Ordinance.

The Mayor of the Lexington-Fayette Urban County Government is authorized and directed to execute, acknowledge and deliver, in the name of and on behalf of the Lexington-Fayette Urban County Government a letter agreement among the Lexington-Fayette Urban County Government, the Paying Agent and Registrar and The Depository Trust Company, as Depository, to be delivered in connection with the issuance of the Series 2026A Bonds to the Depository for use in a book entry system.

If any Depository determines not to continue to act as depository for the Series 2026A Bonds for use in a book entry system, the Lexington-Fayette Urban County Government and the Paying Agent and Registrar may attempt to establish a securities depository/book entry relationship with another qualified Depository under this Bond Ordinance. If the Lexington-Fayette Urban County Government and the Paying Agent and Registrar do not or are unable to do so, the Lexington-Fayette Urban County Government and the Paying Agent and Registrar, after the Paying Agent and Registrar has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Series 2026A Bonds from the Depository and authenticate and deliver Series 2026A Bond certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing definitive Series 2026A Bonds), if the event is not the result of action or inaction by the Urban County Council or the Paying Agent and Registrar, of those persons requesting such issuance.

SECTION 11. Disposition of Proceeds. The proceeds of the sale of the Series 2026A Bonds shall be deposited, together with other available funds of the Lexington-Fayette Urban County Government, as follows: (a) accrued interest, if any, shall be deposited to the Series 2026A Bond Payment Fund created in Section 6 hereof; (b) into an acquisition account for the Series 2026A Bonds (the "Lexington-Fayette Urban County Government Series 2026A Acquisition Account") to be held by the Lexington-Fayette Urban County Government and used to pay the costs of the Series 2026A Project; (c) an amount sufficient to pay the costs of issuing the Series 2026A Bonds (the "Series 2026A Cost of Issuance Fund") shall be held by the Lexington-Fayette Urban County Government and used to pay the costs of issuance of the Series 2026A Bonds.

SECTION 12. Appointment and Engagement of Bond Counsel. This Urban County Council hereby retains Dinsmore & Shohl, LLP, as its bond counsel ("Bond Counsel"), to provide the Issuer with its services in connection with the issuance, sale, and delivery of the Series 2026A Bonds. Bond Counsel shall be paid a fee of $3.00 per $1,000 of Series 2026A Bonds issued, inclusive of related expenses, provided, however, that publication expenses and transcripts incurred by Bond Counsel shall be reimbursed separately. Such services as Bond Counsel shall include the additional research, tax analysis and other debt related research for the Lexington-Fayette Urban County Government. A Designated Officer is hereby authorized and directed to execute and deliver on behalf of the Issuer any appropriate agreements and/or engagement letters in connection with such appointment.

SECTION 13. Municipal Advisor. Robert W. Baird & Co. Incorporated (the "Municipal Advisor") is hereby appointed Municipal Advisor to the Lexington-Fayette Urban County Government in connection with the issuance, sale and delivery of the Series 2026A Bonds. The Municipal Advisor shall be paid a fee of $4.00 per $1,000 of Series 2026A Bonds issued, inclusive of related expenses. A Designated Officer is hereby authorized and directed to execute and deliver on behalf of the Issuer any appropriate agreements and/or engagement letters in connection with such appointment.

SECTION 14. Discharge of Bond Ordinance. If the Lexington-Fayette Urban County Government shall pay or cause to be paid, or there shall otherwise be paid, to the owners of the Series 2026A Bonds the total principal and interest due or to become due thereon through maturity, in the manner stipulated therein and in this Bond Ordinance, then the pledges made under this Bond Ordinance, and all covenants, agreements and other obligations of the Lexington-Fayette

Urban County Government hereunder, shall thereupon cease, terminate and become void and be discharged and satisfied.

SECTION 15. Restriction on Use of Proceeds. This Urban County Council for and on behalf of the Lexington-Fayette Urban County Government hereby covenants that it will restrict the use of the proceeds of the Series 2026A Bonds hereby authorized in such manner and to such extent, if any, and take such other action as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute obligations the interest on which is subject to federal income taxation or "arbitrage bonds" under Sections 103(b)(2) and 148 of the Code, and the regulations prescribed thereunder. The Mayor or any other officer having responsibility with respect to the issuance of the certificates, is authorized and directed to give an appropriate certificate on behalf of the Lexington-Fayette Urban County Government, on the date of delivery of the Series 2026A Bonds, for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Sections 103(b)(2) and 148 and regulations thereunder.

These Series 2026A Bonds are <u>not</u> designated "qualified tax-exempt obligations" for the purposes set forth Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

SECTION 16. Severability. If any one or more of the provisions of this Bond Ordinance should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed to be severable from all remaining provisions and shall not affect the validity of such other provisions.

SECTION 17. Inconsistent Actions. All prior ordinances, resolutions or parts thereof inconsistent herewith are hereby repealed.

SECTION 18. Open Meetings Compliance. All meetings of the Urban County Council Court and of its committees and any other public bodies, at which the formal actions in connection with the issuance of the Series 2026A Bonds were taken, or at which deliberations that resulted in such formal actions were held, were open meetings, and such formal actions were taken and any such deliberations took place while such meetings, after proper notice, were open to the public, in compliance with all legal requirements including KRS Sections 61.810, 61.815, 61.820 and 61.825.

SECTION 19. Effective Date. This Ordinance shall become effective immediately upon adoption and publication of a summary thereof, as provided by law.

INTRODUCED AND GIVEN FIRST READING at a duly convened meeting of the Urban County Council of the Lexington-Fayette Urban County Government on the ____ day of _____, 2026.

GIVEN SECOND READING, ENACTED AND ADOPTED at a duly convened meeting of the Urban County Council of the Lexington-Fayette Urban County Government on the _____ day of _____, 2026.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____
Linda Gorton
Mayor

ATTEST:

By: _____
Abigail Allan
Urban County Council Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Urban County Council Clerk of the Lexington-Fayette Urban County Government, and as such Urban County Council Clerk, I further certify that the foregoing is a true, correct and complete copy of a Bond Ordinance duly enacted by the Urban County Council of the Lexington-Fayette Urban County Government at a duly convened meeting held on the _____ day of _____, 2026, signed by the Mayor and now in full force and effect, all as appears from the official records of the Lexington-Fayette Urban County Government in my possession and under my control.

WITNESS my hand and the seal of said Urban County Government as of the _____ day of _____, 2026.

_____
Urban County Council Clerk

[SEAL]

CERTIFICATE

I do hereby certify that the title to this enactment contains an accurate synopsis of the contents thereof and may be used to satisfy the reading and publication requirements of law.

DINSMORE & SHOHL LLP

By: _____
John C. Merchant, Esq.
Attorney at Law

ANNEX A
FORM OF SERIES 2026A BOND

COMMONWEALTH OF KENTUCKY
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
VARIOUS PURPOSE GENERAL OBLIGATION BOND,
SERIES 2026A

No. R-__

Maturity Date	CUSIP Number	Interest Rate	Bond Date	Interest Payment Dates
_____ 1,____	_____	_____%	_____, 2026	[_____ 1 and _____ 1]

REGISTERED HOLDER: _____

PRINCIPAL AMOUNT: $_____
_____ DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS: That the Lexington-Fayette Urban County Government for value received, hereby acknowledges itself obligated to, and promises to pay to the registered holder identified above, or registered assigns, the principal sum identified above (or, if any part thereof has been paid, the balance thereof remaining unpaid), on the maturity date specified above, and to pay interest on said principal sum (or, if any part thereof has been paid, the balance thereof remaining unpaid) from the date hereof, payable each June 1 and December 1, commencing June 1, 2026, at the Interest Rate per annum identified above, except as the provisions hereinafter set forth with respect to prior redemption may be and become applicable hereto. The principal of and interest on this bond are payable, without deduction for exchange, collection, or service charges, in lawful money of the United States of America. Principal is payable at the principal office of the U.S. Bank Trust Company, National Association, Louisville, Kentucky, or another financial institution as provided in the Certificate of Award or any successor (the "Paying Agent and Registrar") or by other transfer of funds acceptable to the Paying Agent and Registrar and such owner. All interest on this bond and principal payable prior to the final maturity date shall be payable by check or draft mailed or via wire transfer to the record date registered holder hereof at the address shown on the registration records kept by the Paying Agent and Registrar or by other transfer of funds acceptable to the Paying Agent and Registrar and such owner. The record date shall be the fifteenth day of the month preceding each interest payment date.

This bond is one of an issue of Various Purpose General Obligation Bonds, Series 2026A (the "Series 2026A Bonds") of like tenor and effect, except as to denomination and maturity, numbered from R-1 upward, inclusive, of the denomination of $5,000 or any integral multiple thereof originally aggregating _____ dollars ($_____) in principal amount, issued for the purpose of financing the acquisition of various projects for departments within the Lexington-Fayette Urban County Government, including, but not limited to (i) fire training academy facility design, fire equipment including turnout gear and personal protective equipment, EMS replacement equipment, Americans with Disabilities Act (ADA)

ramps, new general government vehicle acquisitions, road construction and improvements, road resurfacing, road maintenance, road upgrades, streetscapes and sidewalk improvements, public art and beautification projects, street and roads snow truck replacements and winter shelter infrastructure renovations and various other improvements within departments of the Lexington-Fayette Urban County Government (collectively, the "Series 2026A Project"), and (ii) paying the costs of issuance of the Series 2026A Bonds, all pursuant to and in full compliance with the general laws of the Commonwealth of Kentucky and particularly Chapter 66 of the Kentucky Revised Statutes, and pursuant to an ordinance duly adopted by the Urban County Council of the Lexington-Fayette Urban County Government on the _____ day of _____, 2026 (the "Bond Ordinance") upon the affirmative vote of at least a majority of the members of its Urban County Council at a public meeting duly and regularly held and after filing proper notice with the State Local Debt Officer of the Commonwealth of Kentucky.

This Series 2026A Bond and the issue of which it forms a part is a general obligation of the Lexington-Fayette Urban County Government and the full faith, credit and revenue of the Lexington-Fayette Urban County Government are pledged to the payments due hereunder. THIS SERIES 2026A BOND IS CONTINUALLY SECURED BY THE FAITH, CREDIT AND REVENUE OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT.

The Series 2026A Bonds mature on the first day of June of the following years, in the principal amounts and bear interest at the following rates of interest:

Year (June 1)	Amount	Interest Rate
2026	$ 1,455,000	
2027	1,685,000	
2028	1,765,000	
2029	1,845,000	
2030	1,925,000	
2031	1,710,000	
2032	1,790,000	
2033	1,870,000	
2034	1,955,000	
2035	2,040,000	
TOTAL	$18,040,000	

****

Optional Redemption. The Series 2026A Bonds maturing on and after June 1, 20___ shall be subject to optional redemption prior to their maturity on any date on or after June 1, 20___, in whole or in part, in inverse order of maturity and by lot within a maturity, at the election of the Lexington-Fayette Urban County Government upon 45 days' written notice to the Paying Agent and Registrar at a redemption price equal to 100% of the principal amount redeemed plus accrued interest to the date fixed for redemption.

Notice of Redemption. At least thirty (30) days before the optional redemption date of any Series 2026A Bonds the Paying Agent and Registrar shall cause a notice of such redemption signed by the Paying Agent and Registrar, to be mailed, first class, postage prepaid, to all registered owners of the Series 2026A Bonds to be redeemed at their addresses as they appear on the registration books kept by the Paying Agent and Registrar, but failure to mail any such notice shall not affect the validity of the proceedings for such redemption of Series 2026A Bonds for which such notice has been sent. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid and, if less than all of the Series 2026A Bonds being payable by their terms on a single date then outstanding shall be called for redemption, the distinctive number or letters, if any, of such Series 2026A Bonds to be redeemed.

On the date so designated for redemption, notice having been published in the manner under the conditions hereinabove provided and moneys for payment of the redemption price being held in the Series 2026A Bond Payment Fund by the Paying Agent and Registrar for the registered owners of the Series 2026A Bonds to be redeemed, the Series 2026A Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Series 2026A Bonds on such date, interest on the Series 2026A Bonds so called for redemption shall cease to accrue, and the registered owners of such Series 2026A Bonds shall have no right in respect thereof except to receive payment of the redemption price thereof.

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No recourse shall be had for the payment of the principal of or the interest on this Series 2026A Bond, or for any claim based hereon, against any officer, agent or employee, past, present or future, of the Lexington-Fayette Urban County Government, as such, either directly or through the Lexington-Fayette Urban County Government, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise; all such liability of such officers, agents or employees is hereby renounced, waived and released as a condition of and as consideration for the issuance, execution and acceptance of this Series 2026A Bond.

It is hereby certified that all acts, conditions and things required to be done, to occur or be performed precedent to and in the issuance of this Series 2026A Bond, or in the creation of the obligations of which this Series 2026A Bond is evidence, have been done, have occurred and have been performed in regular and due form and manner as required by law; that the faith, credit and revenue of the Lexington-Fayette Urban County Government are hereby irrevocably pledged for the prompt payment of the principal hereof and interest hereon; that the repayment obligation represented by this Series 2026A Bond is not in excess of any constitutional or statutory limitation; and that due provision has been made for the levy and collection of a tax sufficient in amount to pay the interest on this Series 2026A Bond as it falls due and to provide for the redemption of this Series 2026A Bond at maturity or upon earlier redemption.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Lexington-Fayette Urban County Government has caused this Series 2026A Bond to be signed either manually or by facsimile in its name by its Mayor and duly attested either manually or by facsimile by its Urban County Council Clerk and an impression or facsimile of the Lexington-Fayette Urban County Government's seal to be imprinted hereon, as of the date set forth above.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____
Linda Gorton
Mayor

(SEAL)

Attest:

By: _____
Abigail Allan
Clerk of the Urban County Council

CERTIFICATE OF AUTHENTICATION

This is to certify that this Series 2026A Bond is one of the Series 2026A Bonds described hereinabove.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By: _____
Name:
Title:

Date of Authentication: _____

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of CEDE & Co or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to CEDE & Co, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, CEDE & Co, has an interest herein.

CERTIFICATE

It is hereby certified that the following is a correct and complete copy of the text of the legal opinion of Dinsmore & Shohl LLP, Attorneys, Lexington, Kentucky, regarding the issue of which the within Series 2026A Bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for said issue and a copy of which is on file with the undersigned.

_____

Urban County Council Clerk

[INSERT FORM OF APPROVING OPINION]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto:

_____

(please print or typewrite social security number or other identifying number and name and address of transferee)

the within Series 2026A Bond and does hereby irrevocably constitute and appoint _____ or its successor as Paying Agent and Registrar to transfer the said Series 2026A Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

_____

Notice: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Series 2026A Bond in every particular, without alteration or enlargement or any change whatever.

RESOLUTION NO. _____

A RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT AUTHORIZING THE ADVERTISEMENT FOR BIDS AND THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT FOR THE PURCHASE OF THE PRINCIPAL AMOUNT OF ITS (I) VARIOUS PURPOSE GENERAL OBLIGATION BONDS, SERIES 2026A, IN AN AGGREGATE PRINCIPAL AMOUNT OF $18,040,000 (WHICH AMOUNT MAY BE INCREASED BY AN AMOUNT OF UP TO TEN PERCENT (10%) OR DECREASED BY AN UNLIMITED AMOUNT)

WHEREAS, the Lexington-Fayette Urban County Government has previously determined the necessity of financing the acquisition of various projects for departments within the Lexington-Fayette Urban County Government, including, but not limited to (i) fire training academy facility design, fire equipment including turnout gear and personal protective equipment, EMS replacement equipment, Americans with Disabilities Act (ADA) ramps, new general government vehicle acquisitions, road construction and improvements, road resurfacing, road maintenance, road upgrades, streetscapes and sidewalk improvements, public art and beautification projects, street and road snow truck replacements and winter shelter infrastructure renovations and various other improvements within departments of the Lexington-Fayette Urban County Government (collectively, the "Series 2026A Project") and (ii) paying certain costs related to the issuance of the Series 2026A Bonds.; and

WHEREAS, the Lexington-Fayette Urban County Government has determined to proceed with the advertisement of bids for the purchase of its Various Purpose General Obligation Bonds, Series 2026A, in one or more subseries on a tax-exempt or taxable basis in the principal amount of $18,040,000 (which amount may be increased by an amount of up to ten percent (10%) or decreased by an unlimited amount) (the "Series 2026A Bonds"), in order to (a) provide funds to finance a portion of the Series 2026A Project, and (b) pay the costs of issuing the Series 2026A Bonds; and

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (THE "URBAN COUNTY COUNCIL"):

SECTION 1. The Lexington-Fayette Urban County Government, an urban county government and political subdivision of the Commonwealth of Kentucky, shall issue its Series 2026A Bonds in one or more subseries on a tax-exempt or taxable basis in the principal amount of $18,040,000 (which amount may be increased by an amount of up to ten percent (10%) or decreased by an unlimited amount), in order to (a) provide funds for the Series 2026A Project as identified above; and (b) pay the costs of issuing the Series 2026A Bonds.

SECTION 2. The Lexington-Fayette Urban County Government shall comply with the requirements of Chapter 66 and 424 of the Kentucky Revised Statutes by advertising for bids for the purchase of the Series 2026A Bonds. Advertisement may be publicized by newspaper publication in *The Courier-Journal*, published in Louisville, Kentucky; the *Lexington Herald-Leader*, published in Lexington, Kentucky; and *The Bond Buyer*, published in New York City, New York; or, in the alternative, by posting a notice of sale to a nationally recognized electronic bidding system. The Mayor, the Clerk of the Urban County Council, the Commissioner of Finance and/or Chief Administrative Officer are hereby authorized to prepare such instruments and to distribute such information as shall be necessary to accomplish the foregoing, including preparation of a Preliminary Official Statement (the "Preliminary Official Statement") which Preliminary Official Statement is to be deemed final in accordance with Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"). In order to enable prospective purchasers to submit bids for the purchase of the Series 2026A Bonds, the Lexington-Fayette Urban County Government hereby covenants and agrees that it will execute, comply with and carry out all of the provisions of a continuing disclosure certificate (the "Continuing Disclosure Certificate") in connection with the issuance of the Series 2026A Bonds. Failure to comply with any such provisions of the Continuing Disclosure Certificate shall not constitute a default on the Series 2026A Bonds; however, any holder of the Series 2026A Bonds, including the beneficial owners of the Series 2026A Bonds, may take such action as may be necessary and appropriate, including seeking specific performance, to cause the Lexington-Fayette Urban County Government to comply with its obligations under the Continuing Disclosure Certificate. Further, the Mayor is hereby authorized and directed on behalf of the Lexington-Fayette Urban County Government to execute all such instruments as shall be necessary to accomplish all of the foregoing.

SECTION 3. Such proposals shall be received and reviewed by the Commissioner of Finance and shall be acted upon by the Mayor on that same day in accordance with the terms of the bond ordinance with respect to the Series 2026A Bonds.

SECTION 4. The Mayor shall, in a certificate of award accepting the successful bid for the Series 2026A Bonds (the "Series 2026A Certificate of Award"), determine the exact principal amount of Series 2026A Bonds to be issued, the subseries designations of the Series 2026A Bonds, the rate or rates of interest which said Series 2026A Bonds shall bear, redemption provisions and the interest rate or rates on said Series 2026A Bonds shall be automatically fixed at the rate or rates set out in the successful bid accepted by said Series 2026A Certificate of Award. The proceeds of

the sale of the Series 2026A Bonds shall be applied to the costs of the Series 2026A Project and paying the costs of issuance of the Series 2026A Bonds and shall be expended as provided in the bond ordinance authorizing the Series 2026A Bonds.

SECTION 5. In the event that no bid shall be accepted for the purchase of the Series 2026A Bonds, bids may again be solicited for the purchase of the Series 2026A Bonds at a future date and hour at the discretion of the Mayor and the Commissioner of Finance, without the necessity of further authorization by the Urban County Council of the Lexington-Fayette Urban County Government.

SECTION 6. All resolutions or orders or parts thereof, if any, in conflict with the provisions of this Resolution, are to the extent of such conflict, hereby repealed.

SECTION 7. This Resolution shall become effective upon the date of its passage.

[Remainder of page intentionally left blank]

INTRODUCED AND GIVEN FIRST READING AND SECOND READING AND ADOPTED at a duly convened meeting of Urban County Council of the Lexington-Fayette Urban County Government held on the _____ day of _____, 2026, signed by the Mayor, attested under seal by the Clerk of Urban County Council, and ordered to be published, filed and indexed as provided by law.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____
Linda Gorton
Mayor

ATTEST:

By: _____
Abigail Allan
Urban County Council Clerk

CERTIFICATE

I, the undersigned, Urban County Council Clerk of the Lexington-Fayette Urban County Government, do hereby certify that the foregoing Resolution is a true and complete copy of a certain Resolution duly adopted by the Urban County Council of said Lexington-Fayette Urban County Government at a lawfully convened meeting of the Urban County Council of the Lexington-Fayette Urban County Government held on _____, 2026, signed by the Mayor and now in full force and effect, all as appears from the official records of the Lexington-Fayette Urban County Government in my possession and under my control.

I do hereby further certify that said Resolution has not been amended, modified, superseded or repealed and that same remains in full force and effect as of the date of this Certificate.

WITNESS my hand as of this ____ day of _____, 2026.

_____
Urban County Council Clerk

[SEAL]

CERTIFICATE

I do hereby certify that the title to this enactment contains an accurate synopsis of the contents thereof and may be used to satisfy the reading and publication requirements of law.

DINSMORE & SHOHL LLP

By: _____
John C. Merchant, Esq.
Attorney at Law

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0005-26

File ID:	0005-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**	RFP-43-2025	**In Control:**	Environmental Quality
				File Created:	12/29/2025
File Name:	PO for Professional Services- Facilities Commissioning Group			**Final Action:**	

Title: Authorization to enter into an agreement with Facilities Commissioning Group for oversight and verification of construction contract specifications for the facility renovations at the Division of Water Quality Building at 134 W. New Circle Road, pursuant to RFP 43-2025. At a cost of $46,740. Funds are budgeted. (L0005-26)(Dugas/Albright)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	BLUESHEET - MEMO DWQ Bldg Commissioning, Exhibit A RFP 43-2025, Exhibit B FCG Proposal, PSA Commissioning Services	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Richard Dugas	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0005-26

Title

Authorization to enter into an agreement with Facilities Commissioning Group for oversight and verification of construction contract specifications for the facility renovations at the Division of Water Quality Building at 134 W. New Circle Road, pursuant to RFP 43-2025. At a cost of $46,740. Funds are budgeted. (L0005-26)(Dugas/Albright)

Summary

Authorization to enter into an agreement with Facilities Commissioning Group for oversight and verification of construction contract specifications for the facility renovations at the Division of Water Quality Building at 134 W. New Circle Road, pursuant to RFP 43-2025. At a cost of $46,740. Funds are budgeted. (L0005-26)(Dugas/Albright)

Budgetary Implications : Yes
Advance Document Review:

Law: Yes, Completed by Todd Henning

Risk Management: No

Fully Budgeted: Yes
Account Number:
4003-303401-3401-90511 $ 23,370.00
4052-303401-3401-90511 $ 23,370.00
This Fiscal Year Impact: $ 46,740.00
Annual Impact: N/A
Project: DWQFACILITY
Activity: BUILD_ACQU
Budget Reference:
Current Balance: fully budgeted

MAYOR LINDA GORTON

LEXINGTON

NANCY ALBRIGHT, P.E.
COMMISSIONER
ENVIRONMENTAL QUALITY
& PUBLIC WORKS

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

FROM: **Ryan Wade**
ADMINISTRATIVE OFFICER
ENVIRONMENTAL QUALITY & PUBLIC WORKS

DATE: **23 December 2025**

SUBJECT: Purchase Order for Professional Services. with Facilities Commissioning Group

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Request: Authorize the approval of the purchase of service agreement between LFUCG and Commissioning Group at the cost of $46,740 for Commissioning Services at the Division of Water Quality Facility. Falls under scope of work per RFP 43-2025.

Purpose of Request: Facilities Commissioning Group proposal met all required scope and qualification criteria of RFP 43-2025 for Commissioning Services on the Division of Water Quality Facility Renovations. Commissioning Services by subject matter and systems experts provides oversight and verification that the commissioned building systems meet or exceed all specifications contained in the construction contract documents. This is done through inspections and performance testing completed throughout the construction process.

Termination Summary: LFUCG may at any time terminate this agreement with at least thirty (30) days' written notice. The organization may only terminate this agreement based upon LFUCG'S failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days' written notice and an opportunity to cure prior to termination. LFUCG obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization.

What is the cost in this budget year and future budget years?
$46,740 is available in the current capital project budget; No future budget impact

Are the funds budgeted? Yes
$23,370 4003-303401-3401-DWQFACILITY-BUILD_ACQU
$23,370 4052-303401-3401-DWQFACILITY-BUILD_ACQU

File Number: 0005-26

Director/Commissioner: Dugas/Albright

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #43-2025 Commissioning Services for the Division of Water Quality Building Renovations**
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 **November 26, 2025.** 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 supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

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

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

SELECTION CRITERIA:

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

See the proposal requirements section for selection criteria.

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

AFFIDAVIT

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

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of_____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

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

Further, Affiant sayeth naught.

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 20__.

My Commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

****

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

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

Bidders

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

_____ _____

Signature *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	**Total**	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		**Total**	
		M	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: _____Date: _____/_____/_____

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF PROCUREMENT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

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) and a subgoal of twelve percent (12%) for Women 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, 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
859-258-3323

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

LEXINGTON

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) and a subgoal of twelve percent (12%) for Women 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.

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, 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.

LEXINGTON

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

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

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

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

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

LEXINGTON

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

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

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.

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

LEXINGTON

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:

1. 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.

2. 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-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, 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, VOSBs 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 Number:**	
Contact Name:		**Telephone:**	
Email:			

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-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, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☐

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

Click or tap here to enter text.

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

Yes ☐ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. Click or tap here to enter text.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

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:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ 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 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 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.

Click or tap here to enter text.

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.

Company	**Company Representative**
Date	**Title**

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 IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked “modifications of proposal”.

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

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

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

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

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

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

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

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

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

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

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

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

_____ _____

Signature Date

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

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

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

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

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

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

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

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

c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00548704

Request for Proposal

RFP#43-2025

Commissioning for 134 W. New Circle Rd.

Project Name: Division of Water Quality Building Renovations

Scope of Work:

Provide Commissioning Services for the Division of Water Quality Building Renovations to ensure the listed building systems are installed according to contract documents, code compliance, and in accordance with generally accepted means and methods of construction.

Commissioning services are required to verify compliance with requirements specified or indicated in **RFB 70-2025 DWQ Headquarters & Operations Facility** construction package, See **Section 230800 attached**.

The following system shall be Commissioned:

HVAC-R Per attachment

HVAC Controls and Controls interactions with installed mechanical systems.

Lighting Controls to ensure code compliance

Plumbing Systems

Replacement Roof System (infrared scan after completion) Observe roof installation to verify installation methods, and materials meet specifications and industry standards.

The General Contractor has a period of construction which is 365 days to reach substantial completion and an additional 15 days to reach final completion.

Proposal Format

Company Profile and Experience (30):

Provide a brief company profile and summary of similar projects documenting experience over the past (5) years. Highlight projects that most closely match this project in size and scope. Include project name, description, and Client Contact information at a minimum.

Project Team and Project approach (30): Provide name of key team members, professional certifications, industry experience, and workload capacity. Only profile individuals that will directly be working on the project. Provide a description of the project approach and breakdown of services to be provided.

Price Proposal (40): Provide a lump sum cost for all required time and materials to complete the scope of work requested.

Exceptions: any exceptions to the requirements herein must be specifically identified in this section.

Evaluation Criteria

LFUCG will evaluate proposals according to the evaluation criteria below. Points will be awarded based on the relative merit of the information provided in the response to the solicitation.

Company Profile / Experience	30 points
Project Team	30 points
Price Proposal	40 points
TOTAL	**100 points**

SECTION 230800 – COMMISSIONING OF HVAC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

B. Section 230100 – GENERAL PROVISIONS FOR MECHANICAL WORK

1.2 SUMMARY

A. Fundamental commissioning of the building energy systems will be performed by a certified Commissioning Agent under a separate contract with the Owner. The Mechanical Contractor, Temperature Control Contractor and Testing and Balancing Contractor shall assist the commissioning agent as required. Section includes commissioning process requirements for HVAC & R systems, assemblies, and equipment.

1.3 CONTRACTOR'S RESPONSIBILITIES

A. Perform commissioning tests at the direction of the CxA.

B. Attend construction phase controls coordination meeting.

C. Attend testing, adjusting, and balancing review and coordination meeting.

D. Participate in HVAC & R systems, assemblies, equipment, and component maintenance orientation and inspection as directed by the CxA.

E. Provide information requested by the CxA for commissioning documentation.

1.4 CxA'S RESPONSIBILITIES

A. Provide Project-specific construction checklists and commissioning process test procedures for actual HVAC & R systems, assemblies, equipment, and components to be furnished and installed as part of the construction contract.

B. Direct commissioning testing:

C. Verify testing, adjusting, and balancing of Work are complete.

D. Provide test data, inspection reports, and certificates in Systems Manual.

1.5 COMMISSIONING DOCUMENTATION

A. Provide the following information to the CxA for inclusion in the commissioning plan:

1. Plan for delivery and review of submittals, systems manuals, and other documents and reports.
2. Identification of installed systems, assemblies, equipment, and components including design changes that occurred during the construction phase.
3. Process and schedule for completing construction checklists and manufacturer's prestart and startup checklists for HVAC & R systems, assemblies, equipment, and components to be verified and tested.
4. Certificate of completion certifying that installation, prestart checks, and startup procedures have been completed.
5. Certificate of readiness certifying that HVAC & R systems, subsystems, equipment, and associated controls are ready for testing.
6. Test and inspection reports and certificates.
7. Corrective action documents.
8. Verification of testing, adjusting, and balancing reports.

1.6 SUBMITTALS

A. Certificates of readiness.

B. Certificates of completion of installation, prestart, and startup activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TESTING PREPARATION

A. Certify that HVAC & R systems, subsystems, and equipment have been installed, calibrated, and are operating according to the Contract Documents.

B. Certify that HVAC & R instrumentation and control systems have been completed and calibrated, that they are operating according to the Contract Documents, and that pretest set points have been recorded.

C. Certify that testing, adjusting, and balancing procedures have been completed and that testing, adjusting, and balancing reports have been submitted, discrepancies corrected, and corrective work approved.

D. Set systems, subsystems, and equipment into operating mode to be tested (e.g., normal shutdown, normal auto position, normal manual position, unoccupied cycle, emergency power, and alarm conditions).

E. Inspect and verify the position of each device and interlock identified on checklists.

F. Check safety cutouts, alarms, and interlocks with smoke control and life-safety systems during each mode of operation.

3.2 TESTING AND BALANCING VERIFICATION

A. Prior to performance of testing and balancing Work, provide copies of reports, sample forms, checklists, and certificates to the CxA.

B. Notify the CxA at least ten (10) days in advance of testing and balancing Work, and provide access for the CxA to witness testing and balancing Work.

C. Provide technicians, instrumentation, and tools to verify testing and balancing of HVAC & R systems at the direction of the CxA.

1. The CxA will notify testing and balancing Subcontractor ten (10) days in advance of the date of field verification. Notice will not include data points to be verified.
2. The testing and balancing Subcontractor shall use the same instruments (by model and serial number) that were used when original data were collected.
3. Failure of an item includes, other than sound, a deviation of more than 10 percent. Failure of more than 10 percent of selected items shall result in rejection of final testing, adjusting, and balancing report. For sound pressure readings, a deviation of 3 dB shall result in rejection of final testing. Variations in background noise must be considered.
4. Remedy the deficiency and notify the CxA so verification of failed portions can be performed.

3.3 GENERAL TESTING REQUIREMENTS

A. Provide technicians, instrumentation, and tools to perform commissioning test at the direction of the CxA.

B. Scope of HVAC & R testing shall include entire HVAC & R installation, from central equipment for heat generation and refrigeration through distribution systems to each conditioned space. Testing shall include measuring capacities and effectiveness of operational and control functions.

C. Test all operating modes, interlocks, control responses, and responses to abnormal or emergency conditions, and verify proper response of building automation system controllers and sensors.

D. The CxA along with the HVAC & R Subcontractor, testing and balancing Subcontractor, and HVAC & R Instrumentation and Control Subcontractor shall prepare detailed testing plans, procedures, and checklists for HVAC & R systems, subsystems, and equipment.

E. Tests will be performed using design conditions whenever possible.

F. Simulated conditions may need to be imposed using an artificial load when it is not practical to test under design conditions. Before simulating conditions, calibrate testing instruments. Provide equipment to simulate loads. Set simulated conditions as directed by the CxA and

document simulated conditions and methods of simulation. After tests, return settings to normal operating conditions.

G. The CxA may direct that set points be altered when simulating conditions is not practical.

H. The CxA may direct that sensor values be altered with a signal generator when design or simulating conditions and altering set points are not practical.

I. If tests cannot be completed because of a deficiency outside the scope of the HVAC & R system, document the deficiency and report it to the Owner. After deficiencies are resolved, reschedule tests.

J. If the testing plan indicates specific seasonal testing, complete appropriate initial performance tests and documentation and schedule seasonal tests.

END OF SECTION 230800

Request For Proposal Response
For
Commissioning Services

Lexington-Fayette Urban County Government
Division of Water Quality Building Renovations
LFUCG #RFP-43-2025

LEXINGTON

Attention: Richard Dugas
LFUCG

November 26, 2025

Facility Commissioning Group

facomgrp.com
158 Burt Road • Lexington, KY 40503 • Tel. (859) 278-5552
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Request for Proposal
For
Commissioning Services

Lexington-Fayette Urban County Government
RFP #43-2025
Commissioning Services for the Division of Water Quality Building Renovations

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Facility Commissioning Group

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November 26, 2025

LFUCG
200 East Main Street
Lexington, KY 40507

RE: RFP Response for Commissioning Services
RFP #43-2025 Commissioning Services
for the Division of Water Quality Building Renovations

Dear LFUCG Selection Committee,

Facility Commissioning Group (FCG) appreciates this opportunity to respond to your request for commissioning proposals for the LFUCG - Division of Water Quality Building Renovations project. This proposal meets and exceeds the Request for Proposal (RFP) criteria for a fixed fee proposal to perform the requested commissioning services. FCG has prepared this proposal with a keen understanding of the unique characteristics of this project and the coordination required of commissioning services to assure delivery of a working and sustainable building. As you review our enclosed information it will be notable that the range of commissioning services available by FCG exceeds the scope discussed in the RFP. FCG is a Silver Level Member of the Lexington Green Check Program for sustainable business practices

FCG has succeeded in the commissioning industry based on our demonstrated capabilities of delivering unequaled service to our clients, through the robust manpower of an accomplished multi-disciplinary staff. We encourage you to consider our commissioning accomplishments contained herein and enumerated on our website at www.facomgrp.com, particularly with respect to contacting our present and previous customers. Having commissioned over 900 facilities in Kentucky and Indiana since 1998, FCG has sound working relationships with most local contracting companies and equipment suppliers. FCG will work directly with the owners, GRW Inc., contractors and vendors.

The services proposed herein are to be wholly performed by FCG personnel, including licensed professional engineers. FCG provides commissioning services as our exclusive business, which distinguishes us from other firms and enhances the continuity and absence of conflicts in our owner advocacy approach. Our personnel are local, immediately available and highly motivated to provide outstanding customer service.

Commissioning priorities include:

- Functionally test systems to ensure they are operating as designed – in accordance with Owners Project Requirements.
- Ensure that the fundamental systems are calibrated and operating as required to deliver functional and efficient performance.
- Work with the construction and operations teams to optimize function of the commissioned systems.

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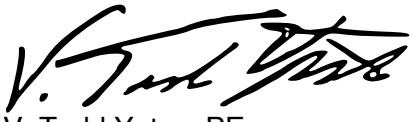
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- Identify opportunities to optimize the building/ancillary systems so that they operate efficiently and effectively while in accordance with the Owners Project Requirements.
- Complete commissioning services in accordance with the construction schedule so that all work is completed on time and within the project schedule and substantial completion from design to post-acceptance phases.
- Ensure that the facility staff has adequate system documentation and video training recordings, and the knowledge/training to effectively operate and maintain the facility.

It is our distinct pleasure to present the enclosed proposal for your consideration with a strong desire to work for your project as the owner advocate for quality construction and installation of the commissioned systems. We invite your questions and comments regarding this proposal.

Sincerely,

FACILITY COMMISSIONING GROUP, INC.



V. Todd Yates, PE
President

Facility Commissioning Group

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COMPANY PROFILE AND EXPERIENCE

Facility Commissioning Group (FCG) is a certified independent third party direct for owner commissioning services provider founded in 1998. We are dedicated to our mission statement: *optimal performance through accountability*. We develop and execute state of the art commissioning processes. FCG is a founding member of AABC Commissioning Group (ACG).

FCG as a 3rd-Party commissioning provider (CxP) does not design, construct, or manage in other venues; our professional relationships are developed and maintained through the commissioning context exclusively, which eliminates conflicts of interest. Likewise, FCG personnel understand commissioning perspectives and we continually educate ourselves as processes and training evolve. Our company includes approximately 20 professionals from a variety of backgrounds that are devoted to commissioning services based out of our main office in Lexington, KY and our branch office located in Indianapolis, IN.

FCG possesses comprehensive building systems commissioning capabilities immediately available to serve this project. FCG effectively harnesses quality engineering with a permanent local presence and properly credentialled field personnel experienced in specific systems associated with their project assignments. We value owner, client and institutional relationships that establish our mission particular to each facility and system. Our firm applies detailed knowledge of prevailing codes, standards and regulations.

FCG understands how to create and develop a project team approach that makes us contributing partners in design and construction activities. FCG engagement on projects in advocacy for the owner is a benefit to designers and contractors because a proactive, independent voice helps to mitigate complicated circumstances. FCG provides valuable services to benefit our client's needs with maintenance and operations emphasis.

A Certified Commissioning Authority (CxA) on staff

Facility Commissioning Group is an AABC Commissioning Group (ACG) certified, independent, third party, direct for owner, commissioning services provider agency. We are singularly dedicated to our mission statement of "optimal performance through accountability" by developing and executing a state of the art commissioning process. ACG was founded as a separate, nonprofit, organization for the primary purpose of administering the AABC commissioning certification program to architects and engineers. FCG does not conduct non-commissioning business: we do not design, construct, or manage in other venues; therefore, our professional relationships are developed and maintained solely through the commissioning context. Likewise, FCG personnel understand commissioning perspectives and we continually educating ourselves as processes and industry training evolve.

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At least 10 years of experience in the commissioning field, and with the types of HVAC controls, HVAC systems, lighting control systems, and similar building types

FCG is based in Lexington, Kentucky and we maintain a branch office located in Indianapolis, Indiana. FCG has performed successful commissioning services for more than 850 projects, over the past 20 years, with similar scope and building types as requested for this project. Facility Commissioning Group offers 8 ACG Certified Commissioning Authorities (CxA's), 1 ACG Certified Commissioning Technician (CxT), 3 ACG Certified Energy Management Professionals (EMP's), 3 USGBC LEED Accredited Professionals (LEED AP), 1 USGBC LEED Green Associate (LEED GA), 2 Professional Engineers (PE's) with Kentucky registration, 2 Test and Balance Engineers (TBE), and 2 Test and Balance Technicians (TBT). A review of our projects list at www.facomgrp.com demonstrates the company's extensive commissioning experience for buildings of all types and our clients' satisfaction with receiving documented, functional building systems that can be operated and maintained to meet the owner's project requirements.

Personnel serving this project have the following years of experience serving in the commissioning industry as FCG personnel:

FCG Personnel	Role	Cx Experience
Todd Yates	Project Manager	Certified CxA – 1998
Kim Kissick	Field Supervisor	Certified CxA – 2009
Jim Adams	Electrical Engineer	Certified CxA – 2011
Matt Adams	BAS/Controls Specialist	Certified CxA – 2006
Clay Kissick	Cx Technician/BECx Testing	Certified CxT – 2013
Mike Ledford	Cx Technician/BECx Testing	2023
Andrew Zimmerman	Cx Technician/BECx Testing	2022
Brandon Moore	Project Administrator	Certified CxA – 2009
Hayden McNeal	Cx Document Administration	2022

Facility Commissioning Group possesses the operations and maintenance knowledge necessary for facilities HVAC, and lighting controls system. We bring particular focus to interfaces between systems and subsystems, and incorporation of new systems with existing infrastructure. We maintain our understanding and resource references for applicable life safety codes, regulations, and procedures consistent with prevailing commissioning practices and ASHRAE guidelines.

FCG operates the most accomplished lighting controls commissioning services company in the Kentucky-Indiana market. Led by Jim Adams, P.E., FCG is familiar with distributed intelligence networked time-based, daylight-based, sensor-based and manual lighting controls through extensive experience with these systems. We our knowledgeable with all major vendors selling and installing lighting controls in this area.

A thorough understanding of Testing and Balancing procedures

Facility Commissioning Group practices commissioning with over 30 years of professional experience in testing, adjusting and balancing (TAB) procedures and methods. Todd Yates, principal of FCG, held AABC Test and Balance Engineer (TBE) certification with Thermal Balance Inc. for 12 years before forming and operating Facility Commissioning Group. Todd has held this same TBE certification through our affiliated Test and Balance firm, Synergy Test and Balance since 2011. HVAC and HVAC controls represent the core knowledge of FCG managing officers.

Knowledge of operation and maintenance requirements

FCG's CxPG brings decades of systems maintenance and operations (management and supervisory) experience and the associated skillsets working with maintenance staff, complying with required codes and sustaining employee training acuity. FCG excels at conducting owner-oriented project team integrated training delivered from a project customized IT platform.

FCG's has initiated enhanced training protocols for current projects that need mitigation where social distancing cannot be achieved. FCG commonly develop O&M plans with owners and the project team to develop an operations and maintenance plan for the commissioned systems. FCG provides timely written reviews of operations and maintenance manuals submitted by the contractors to afford the designer of record Cx comments prior to approval. Monitoring delivery of drawings, O&M manuals and system balance report to the owner, FCG provides written review comments to the project team for as-built drawings, manuals and TAB reports submitted by the contractor. These deliverables are tracked by FCG and facilitated during project and Cx meetings. Verifying operator and occupant training and effectiveness, FCG facilitates contractor creation of a training plan and training schedule with attention to adequate owner personnel notification and appropriateness of training ties and durations. Owner personnel shifts and schedules are accounted for in training plans. Training agendas and attendance documentation are required for each training session with contractor documentation of training in accordance with specifications being verified.

Knowledge and experience with all applicable building codes prescribed in the contract documents

Facility Commissioning Group is a Commonwealth of Kentucky registered engineering firm maintaining professional certification, association memberships and continuing education for our professional and technical staff. FCG is experienced with implementation of the 2013 Kentucky Building Code (KBC), ICC 2012 International Energy Conservation Code (IeCC), NFPA Codes, ASHRAE Standards, ANSI/AIHA (Z9.5) Ventilation Standards, and ASTM, ISO, local Authority Having Jurisdiction (AHJ), and other relevant codes, regulations, standards and guidelines.

Facility Commissioning Group engineers and technicians are continuously trained in general and specific regulatory compliance implementation and enforcement principals relative to our unique areas of specialization. FCG Safety Program includes OSHA 30 requirements for Project Managers and OSHA 10 certification for all of our field personnel, because safety is our first and most important consideration.

FCG familiarity and experience with commissioning projects in Kentucky has given us the knowledge and understanding of the requirements of the International Building Code, Kentucky Building Code, and International Energy Conservation Code that are followed in Kentucky. FCG has completed to date over 60 projects that follows IECC 2012 requirements.

REFERENCES AND REPRESENTATIVE PROJECTS

1. LFUCG – Lexington Police Department - New East Sector Roll Call



Status: 2024 Completion
Location: Lexington, KY
Client: Chris Litton
Lexington Fayette Urban County Government
105 East Main Street
Lexington, KY 40507
Clitton@lexingtonky.gov

Description: This $4.2 million 7,800 SF law enforcement facility was a new construction project to support the Lexington Police department in the southeastern area of the city with new administrative, meeting, a bike room, and support spaces. The systems design included a Geothermal Water-Source Heat Pump loop with Energy Recovery Ventilator. This project also included a comprehensive ventilation system to support a tornado rated storm shelter.

Scope: Facility Commissioning Group provided comprehensive commissioning services for the HVAC, Lighting Controls, Receptacle Load Control Systems for this facility from Construction Phase through the Post-Acceptance Phase.

2. Kenton County School District – District Support Operations Center



Status: 2025 Completion
Location: Independence, KY
Client: Mike Blau, Construction Manager
Mike.blau@kenton.kyschools.us
Kenton County Board of Education
1055 Eaton Dr.
Fort Wright, KY 41017
(859) 468-9590

Description: This GRW Engineers designed $35 million new 60,000 square foot building contains areas for four different departments including information technology, operations and maintenance, food service storage and freezer, and transportation management including office and conference room spaces, bus maintenance area, bus lifts, automatic bus wash system, and vehicle fluids system. The roofing system includes a combination of SBS modified roofing and radius standing seam metal roofing system. The exterior windows include a combination of curtain wall framing and storefront framing.

Scope: FCG has been the sole commissioning services for Kenton County Schools since 2004. For this project we provided Commissioning scope services that included the following systems: HVAC, Domestic Hot Water, Power Distribution/Emergency Power, Building Envelope, Low-Voltage Communications Technology, and Audio/Visual Wiring Systems.

3. University of Kentucky Expand/Renovate Student Center



Status: Fall 2020 Completion
Location: Lexington, Kentucky
Client: Scott Bowles, Project Manager
Capital Project Management Division
University of Kentucky
222 Peterson Service Building
411 South Limestone St.
Lexington, Kentucky 40506
(859) 257-5911

Description: This LEED V3 Gold renovation and expansion of the Student Center for the University of Kentucky breathed new life into campus as a significant center of activity. The work totaled approximately $200M encompassing renovated areas totaling 100,203 SF and new additions totaling 261,909 SF. The scope of the project included the preservation and complete renovation of the 1937/1938 Student Union and the 1924 Alumni Gymnasium, demolition of the 1963 and 1982 additions and construction of the new addition.

Scope: Facility Commissioning Group teamed with SSRCx on this project and performed comprehensive commissioning as a prerequisite for LEED v3 Gold Certification. Systems included were HVAC, HVAC Controls, Domestic Hot Water, Lighting Controls, Security/Intrusion Detection, Fire Alarm, Emergency Power, Water Softener, Sewage Ejection, and Compressed Air systems.

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COMMISSIONING PROVIDER GROUP

The commissioning provider team members noted below have experience in the systems and building type of this project, and individuals listed below are experienced commissioning professionals.

PRINCIPAL IN CHARGE

Todd Yates, PE, TBE, CxA, LEED AP BD+C, President; Bachelor of Science degree from the University of Kentucky in Mechanical Engineering; licensed mechanical Professional Engineer in the Commonwealth of Kentucky (#20447), Indiana (#PE10001131), and Tennessee (#001906392); certified Test and Balance Engineer (TBE #97-06-34) with the Associated Air Balance Council (AABC) from 1991-2009, charter ACG Certified Commissioning Authority (#1004-042), and a USGBC LEED Accredited Professional (LEED AP). Todd is a member of ASHRAE. He was the lead commissioning agent for the Indianapolis Public Schools – Capital Improvements Program from 2002 to 2012 including performing mitigation commissioning for secondary schools in Kentucky and Indiana. Sample commissioning projects include IUPUI – Biotechnology Research and Training Center, and IUS – Life Science Building and Library.

PROFESSIONAL AND TECHNICAL STAFF

Kim Kissick, CxA; Associate Degree in Electrical Engineering from University of Louisville. Kim has experience as a Certified Commissioning Authority (CxA) #609-512, ACG, OSHA 30-Hour Construction Safety and Health Course and has completed KSHE Safe Day One Training. Kim Kissick has building systems operation, maintenance, and design experience since 1985. Kim's expertise includes central chiller plants, central steam plants, HVAC mechanical system & controls, clean rooms, electrical distribution systems, life safety systems, emergency power generator and automatic power transfer systems. Prior industry experience includes 11 years as a Facility Engineer, Loss Control Manager and Maintenance Manager for Square D Company, three years as Facilities Manager for Modine Manufacturer. Kim also has ten years of experience as an MEP Project Manager with Paladin, Inc.

Jim Adams, PE, RCDD, EMP, CxA, LEED AP O+M, Vice President; Bachelor of Science degree from the University of Kentucky in Electrical Engineering; licensed electrical Professional Engineer in the Commonwealth of Kentucky (#19845), and Ohio (#275323); ACG certified Commissioning Authority (CxA) #711-871; registered communications distributions designer (#140157), a USGBC LEED Accredited Professional (LEED AP) and is certified as a Crime Prevention Through Environmental Design (CPTED). Jim is a member of the Building Industry Consulting Service International (BICSI) and ASHRAE. Jim has industry experience since 1991. Sample industry projects include Eastern State Hospital and Eastern Kentucky University – New Science Building. Mr. Adams provides commissioning support relating to electrical distribution, lighting, life safety, emergency power generator and automatic power transfer systems as well as fire alarm and various low-voltage systems.

CONTROLS TECHNICIAN

Matt Adams, CxA, EMP; Mechanical Engineering studies at Indiana University – Purdue University Indianapolis; ACG certified Commissioning Authority (CxA) #609-505 and ACG certified Energy Management Professional (EMP) #412-E39. Matt has 10 years of experience as a project manager for Engineered Control Systems and Control Solutions/TAC. He is trained as a Certified Energy Manager through Control Solutions/Cinergy Inc. He is a Certified Tridium Technician, a Certified Honeywell Technician, and a Certified CSI Technician. Matt has obtained a Type Universal Certification license (#2192624) from the American Refrigeration Institute. Matt comes from a controls background and is extensively trained in Direct Digital Controls (DDC), Building Automation Systems (BAS) and Information Technology (IT). This background has given him vast direct and hands-on experience with monitoring and analyzing control/energy management systems. He has become an outstanding communicator and facilitator during his time with FCG in interacting with our clients and owners.

COMMISSIONING TECHNICIAN

Mike Ledford; Associates Degree in Mechanical Engineering at East Coast Polytechnic Institute; KY HVAC Journeyman Mechanic. Mike has 10 years of previous experience as a HVAC installer and project manager for commercial construction. Sample projects include Lexington Police Department - New East Sector Roll Call, University of Kentucky – Frazee Hall Renovation, University of Kentucky – Jacobs Science Building Improvements, and Eastern Kentucky University – Alumni Coliseum Renovation. Mike provides technician services as needed to support the commissioning process at the direction of the project manager and principal in charge.

Clay Kissick, CxT, ITC Level II Thermographer; Computer Engineering/Computer Science studies at University of Louisville; ACG Certified Commissioning Technician (CxT) #226-0322. Sample projects include Eastern State Hospital, UK Football Training Center, UK – Commonwealth Stadium Expansion/Renovation, and EKU – New Science Building. Clay provides technician services as needed to support the commissioning process at the direction of the project manager and principal in charge.

PROJECT ADMINISTRATOR

Brandon Moore, CxA, LEED GA, Vice President; Bachelor of Arts degree in Accounting from Transylvania University; ACG Certified Commissioning Authority (CxA) #518-1662 and USGBC LEED Green Associate #10797615. Brandon has administrative commissioning experience since 2008. Brandon's involvement in the following projects includes commissioning report production and distribution and file maintenance: Lucas Oil Stadium, Sweetwater Headquarters, Eastern State Hospital and Kenton County Middle Schools – Turkey Foot Middle School.

PROJECT APPROACH

Address of the office where the administration and management for this project will be performed:

FACILITY COMMISSIONING GROUP
158 Burt Road
Lexington, Kentucky 40503
(859) 278-5552
(859) 533-5000 Todd Yates' cell phone

Address of the office where the technical and field support for this project will be provided:

FACILITY COMMISSIONING GROUP
158 Burt Road
Lexington, Kentucky 40503
(859) 278-5552

Facility Commissioning Group is professionally managed and staffed to maintain our backlog of work without interruption of services to our clients, whose interest and perceptions are paramount to the success of our business. From our inception in 1998, FCG has aggressively pursued market transformation and commissioning process development and implementation on the local and national level. Working with diverse multidisciplinary teams and training engineers and technicians to execute commissioning procedures represents a key asset of Facility Commissioning Group to the building industry.

FCG intends to adhere to the requirements for Commissioning Authority responsibilities and tasks outlined in the Commissioning Services RFP. The following provides an outline of the approach that we intend to implement to provide these commissioning services.

Commissioning Plan

FCG will execute Construction Phase Building Commissioning Services for this project by first preparing a Commissioning Plan to guide the activities of Commissioning Team members through the commissioning process. The Commissioning Plan will include the Commissioning Team and updated construction information obtained from review of Construction Documents, review of submittal data and controls submittals per commissioning scope, data from specific equipment being installed, complete controls sequences of operation, change order work to date, and any approved as-built modifications. The Commissioning Plan contains project specific System Verification Checklists (SVC's) prepared by FCG and to be filled out by installing contractors, and manufacturer start-up checklists provided by installing contractors for equipment and systems included in the commissioning scope.

FCG Commissioning Tracking Process

Construction issue resolutions are documented by Issues Resolution Log (IRL). The IRL ensures that issues raised during commissioning are documented, addressed, followed up, and kept visible until resolved.

Construction Project Phase

FCG will adhere to the construction phase scope/task requirements outlined in the RFP summarized with some of those tasks below on are approach for this project.

Construction phase kick-off meeting
FCG will prepare an agenda in advance and coordinate scheduling and invitations with the project team. FCG will distribute meeting minutes.

Develop and distribute pre-functional checklists (System Verification Checklists)
Checklists will be delivered in the Cx Plan provided during the construction phase kick-off.

Inspect and verify equipment installation
FCG will engage in rough-in site review. FCG will monitor installation milestones, particularly testing requirements. Hydronic system flush, fill and treatment procedures, duct testing, lighting controls vendor activities and start-up will be closely monitored by FCG. Site Progress/Quality Control Reports will be prepared for every Cx observation event. Resolution Tracking Forms will be compiled and maintained to track critical path Cx issues.

Review equipment submittals
FCG will provide written reviews coordinated with the design team to afford Cx comments for their submittal acceptance and comment authority. Reviews will specifically address: Meeting the OPR and BoD, Maintenance and operation requirements, and Facilitating performance testing

Write Functional performance tests (FPT's)
Cx Plan FPT prerequisites will assure readiness for FPT scheduling. FPT documents will be created and provided in advance for project team review and comment.

Review O&M manuals
FCG will provide timely written reviews of operations and maintenance manuals submitted by the contractor so as to afford the designer of record Cx comments prior to approval.

Acceptance Project Phase

Coordinate and Witness Functional performance tests (FPT's)
The contractor will operate systems during FPTs. Discoveries will be issued on resolution tracking forms (RTF) immediately following tests and distributed to the project team. Completed FPT documentation will be archived in the Cx Report.

Review test and balance reports
FCG possesses extensive TAB experience with 2 certified AABC Test and Balance Engineers (TBE)on staff each with decades of field experience, Todd Yates and Glenn Miller Jr to. verify and spot check the TAB report.

Complete and issue preliminary commissioning report
FCG maintains Cx documents in a digital platform that builds the report throughout the phases of the project, which accelerates report issuing. The report will contain an executive summary of the Cx process for commissioned systems with respect to compliance with design intent and owner's project requirements. A resolution tracking form will indicate items to be tracked through the warranty phase for completion of installation, testing or training.

Warranty Project Phase

Verify operator and occupant training and effectiveness
FCG will review contractor training plan and training schedule with attention to adequate owner personnel notification and appropriateness of training ties and durations. Owner personnel shifts and schedules will be accounted for in training plans. Written materials will be provided in advance of training. Training agendas and attendance documentation will be required for each training session. Documentation of training in accordance with specifications and conducting video training of commissioned systems will be verified.

Coordinate and perform seasonal testing/guarantee period followup as necessary
FCG will schedule outstanding off season mode and deferred testing and training prior to demobilization of the construction team. These pending dates can be adjusted later to achieve conditions, but they are scheduled well in advance. FCG will coordinate with responsible parties to verify readiness for off season activities, we will participate and document outcomes to update the resolution tracking form to close out open items.

Complete and issue commissioning final report
Off season activities documentation will be updated in a final Cx Report that FCG will issue at the end of the warranty or as directed by LFUCG.

Mechanical and Plumbing Systems

FCG approach for these system(s) includes but is not limited to the following:

- Thorough review of commissioned systems documentation (plans, specs, addendums, RFIs, ASI's, CO's, etc.).
- Review submittals for compliance with Owner's Project Requirements, Basis of Design, Construction Documents, integration and compatibility of systems and equipment, testing provisions, and start-up, warranty, operation and maintenance provisions.
- Delivery of non-cumbersome system verification checklists via media appropriate for various commissioning team members (can vary from hard copy documents to project management on-line portals for collaborative and dynamic updates as shared documents).
- Team oriented hands-on site performance working with contractors, owner representatives and management to implement successful acceptance phase testing.
- Diagnostic and Functional Performance Testing benefits when applied in a timely planned appropriate manner and FCG is expertly qualified at designing testing protocols and verification procedures relying on manufacturer information and our engineering capabilities.
- FCG possesses complete testing equipment and calibrated instrumentation inventory available in-house and we pride ourselves on troubleshooting and diagnostic success.
- FCG has familiarity with DDC controls and BAS front end computer interfaces enabling utilization of installed software capabilities to streamline test procedures and develop manufacturer and project specific test scripts.

Building Automation System (BAS)

FCG approach for these system(s) includes but is not limited to the following:

- Thorough review of the BAS controls submittal is critical to understanding both the architecture and the integration requirements that will affect the overall system performance and the testing procedures required to execute the SVC's and FPT's successfully.
- FPT's are built in a modular fashion to include project specific requirements and separate sections addressing requirements for hardware functionality (I/O operation) and software functionality (Sequence of Operations). This makes FPT scripts more useable by maintenance staff.
- Collecting and reviewing the point-to-point verification data sheets from the BAS vendor in conjunction with reviewing the completed SVC's will ensure the BAS is ready for FPT's.
- FPT's are conducted following equipment startup and checkout and Test and Balance (TAB). Verification of TAB readings and data is critical in proving the BAS is operating at optimal performance while reporting data from calibrated input devices.
- FPT's of central equipment and equipment serving critical spaces are conducted at a 100% sample rate.

- Performing the FPT's through the BAS graphical interface ensures that the reported data mirrors the actual field data readings and helps to ensure reliability of graphical interface for troubleshooting operational issues in the future.

Lighting Controls

FCG approach for this system includes but is not limited to the following:

- Facilitating a preinstallation meeting as part of the commissioning meeting agenda which is essential for proper coordination and needs to be well attended and well documented.
- Emergency Lighting (90-minute egress emergency lighting) functional testing will be performed as part of an Integrated Systems Test (IST). Due to the phasing of the project, emergency power loss response will be simulated at the panel level.
- Intermediate documentation in the form of floor plan PDF markups of failed FPT tests has proven to be an effective method to convey issues to the contractor on distributed systems such as lighting controls. The RTF will still track those issues to resolution.
- IECC (International Energy Conservation Code) provides specific guidance unless otherwise specified on lighting controls functionality.

Building Envelope

FCG approach for this system includes but is not limited to the following:

- FCG approach for these system(s) includes but is not limited to the following:
- FCG possesses extensive building envelope commissioning and diagnostic testing skills and experience to meet and exceed the requirements of this RFQ.
- FCG has implemented UFGS, WBDG an USACE building envelope commissioning and diagnostic testing protocols on numerous projects applying appropriate ASTM and ISO standards to bear.
- FCG employs an certified Level 2 Infrared Thermographer and trained door blower experts for building envelope projects.
- FCG has extensive experience evaluating exterior enclosure installations and reviewing contractor installation techniques and tests.
- FCG embraces diagnostic tests and functional testing by employing and training a variety of technicians and experts.
- FCG possesses complete testing equipment and calibrated instrumentation inventory available in-house and we pride ourselves on troubleshooting and diagnostic success.

Facility
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Group

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V. TODD YATES, PE, CxA, TBE, LEED AP BD+C

Principal in Charge/Mechanical Engineer

WHY TODD?

- ✓ Todd has 33 years of Test and Balance and Commissioning experience. Todd is familiar with the tasks and roles of commissioning as he has dedicated his professional career to creating and delivering commissioning processes since 1998.
- ✓ Todd has vast experience in HVAC engineering and troubleshooting.
- ✓ Todd understands a wide variety of mechanical systems with first-hand experience as a Test and Balance Engineer
- ✓ Todd specializes in assessing building conditions and performance.

TODD'S ROLE

As project principal, Todd will oversee project direction as FCG's complete authority to make decisions, sign agreements, and commit company resources. Todd will use his vast interdisciplinary experience to implement and facilitate the commissioning process for this project and serve as the principal in charge for this project.

RELEVANT PROJECT EXPERIENCE

University of Kentucky – Expand/Renovate Student Center, Lexington, KY

The scope of this $201 million 362,000SF project included the preservation and complete renovation of the 1937/1938 Student Union and the 1924 Alumni Gymnasium, demolition of the 1963 and 1982 additions and construction of the new addition. Todd served as the Principal-In-Charge and as the Lead CxA for this project.

Lexington Police Department – New East Sector Roll Call

$4.2 million 7,8000 SF new construction project building serves as the city's police department support public safety in the southeastern area of the city with administrative, meeting and support spaces. Todd served as the Principal-In-Charge.

Indiana University Bloomington – Simon Hall, Bloomington, IN

$59.9 million 141,000SF multi-disciplinary science research building consisted of three generic laboratory models that are dedicated to the full spectrum of sciences that include biology, chemistry, cognitive science, physics, and biochemistry. Simon Hall's core facilities include a high field NMR facility, a BSL-3 facility which includes two suites for virology and bacteriology studies, an ISO 6 (formerly class 1,000) cleanroom, a high-resolution cryo-transmission electron microscope capable of nanoscale resolution, and an x-ray crystallography suite dedicated to crystal research. Todd served as the Principal-In-Charge.

Indianapolis Public Schools – Capital Improvements Programs, Indianapolis, IN

Todd served as the lead commissioning authority for this $693 million 6.5MSF project which included over 50 schools in a 10-year 3-phased period. Each project was commissioned individually involved providing existing buildings with adequate classrooms, modern media centers, access to technology, comfortable and healthy air circulation, better lighting, functioning restrooms, building safety, playgrounds, lunchrooms, and ADA compliance. Phase 3 of the schools pursued LEED Certification. FCG commissioned the HVAC, HVAC Controls, Domestic Hot Water, Electrical, and Lighting Controls Systems.

EDUCATION

University of Kentucky, Bachelor of Science, Mechanical Engineering, 1991

ACCREDITATIONS

Professional Engineer (PE) – KY, TN, IN, WV

CxA, #1004-042, ACG

TBE, #97-06-34, AABC

LEED Accredited Professional (LEED AP) #10269800

AFFILIATIONS

American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) member

Associated Air Balance Council (AABC)

AABC Commissioning Group (ACG)

American Society for Health Care Engineering (ASHE)

United States green Building Council (USGBC)

TENURE

Industry experience since 1991

SKILLS

- Mitigation Commissioning
- HVAC Controls
- Building Assessments
- Retro-commissioning



KIM KISSICK, CxA | Project Manager

WHY KIM?

- ✓ Kim has experience in facility management and design engineering, which included as a Facility Engineer, Loss Control and Maintenance manager.
- ✓ Since joining FCG in 2009 Kim has significant experience in the commissioning of manufacturing facilities central heating & cooling plant systems and building envelope systems.
- ✓ Kim is skilled in building assessments and troubleshooting.

KIM'S ROLE

As Project Manager Kim will coordinate and participate in commissioning activities focusing on MEP and Building Envelope systems to apply his extensive maintenance/design experience towards this project through construction observations, functional performance testing, and building diagnostic testing.

RELEVANT PROJECT EXPERIENCE

University of Kentucky - Chemistry/Physics 3rd Floor Renovation, Lexington, KY

$59 million project underwent a two-phase construction project that resulted in a renovation of the third floor, as well as a completely new exterior façade of the building, including a three-story entrance/atrium. The project relocated 30 offices, renovated/relocated classrooms, and relocated labs. This project encompassed approximately 46,000 SF. Kim served as the lead Cx Project Manager on this project.

Bluegrass Community and Technical College – Science Education Center Lexington, KY

This $20 million new 64,000SF building is a 3-story building which contains classroom, offices, teaching laboratories, offices and a Biotechnology Incubator space. The project achieved LEED Silver Certification with the US Green Building Council. Site development associated with the building included building identification signage, a drop off and entry plaza with stairs and a pedestrian bridge. Kim served as the lead Cx Project Manager on this project.

Eastern Kentucky University – New Science Building Phases 1 and 2 Richmond, KY

This $150 million new building includes a 390,000SF (Phase 1 – 230,000SF / Phase 2 – 160,000SF) educational facility that houses the Departments of Biological Sciences, Chemistry, Earth Sciences and Physics, and Astronomy. Classroom, instructional laboratory, research laboratory, office, meeting, student gathering, and community education, outreach spaces, and a vivarium are included in the facility. The building is fully networked for data transmission and instruction spaces support electronic media. It also includes advanced audiovisual systems and adds to the campus infrastructure with the addition of this new science building. Systems included AHU's, ERU's, VAV units, laboratory rooms (exhaust/supply air valves and hoods), hot/chilled water systems, lab exhaust fans, and other unitary equipment. Kim served as the lead Commissioning Authority on this project. The project timeline from initiation of Phase 1 to end Phase 2 was over a 12-year period realizing a long-term initiative for EKU to transform science teaching and research at the university. Kim served as the lead Cx Project Manager on this project.

EDUCATION

University of Louisville, AEE

ACCREDITATIONS

CxA, #609-512, ACG

OSHA 30-Hour Certified

AFFILIATIONS

AABC Commissioning Group (ACG)

Infrared Training Center (ITC)

TENURE

Industry experience since 1985

SKILLS

- Central Plant Commissioning
- HVAC Controls
- Clean Rooms
- Vivarium Experience
- Electrical Distribution
- Retro-commissioning
- Existing Building Assessment
- Emergency Power Systems
- Project Management
- Schedule & Planning Analysis



JIM ADAMS, PE, CxA, EMP, RCDD, CPTED, LEED AP O+M

Field Supervisor/Electrical Engineer

WHY JIM?

- ✓ Jim works directly with clients reviewing designs, specifications, budget estimates, and construction phase support work. Jim joined FCG in 2011 and leads commissioning of a wide variety of electrical and life safety systems.
- ✓ Jim has significant experience working with clients in the Kenton County/Northern Kentucky area.
- ✓ Jim has first-hand experience in design, existing building maintenance and troubleshooting, building systems integrations, and project specific owner requirements and interfaces.

JIM'S ROLE

Jim will coordinate and participate in on site electrical commissioning activities calling on 13 years of direct commissioning experience and 20 years of design and building maintenance experience.

His professional engineering services included project review and technical support, system verification checklists and developing and performing functional performance tests to provide field support for the commissioning process for electrical systems.

RELEVANT PROJECT EXPERIENCE

University of Kentucky – Renew/Modernize Facilities Frazee Hall, Lexington, KY

This $15 million project included the rehabilitation of and an addition to Frazee Hall for the University of Kentucky. This historic building built in 1907 is used for offices and conference rooms for student services comprised of a 3-story facility with basement at 18,071GSF. There was a selective demolition phase that included the removal of non-contributing elements and abate hazardous materials. There was a separate bid package for the Core & Shell of the building which completed with a bid package interior fitup of offices, conference rooms and associated support space for student service departments. The modernization revitalized the facility by providing new mechanical, electrical and other building systems. Jim served as the lead Cx Project Manager on this project.

University of Kentucky - Expand/Renovate/Upgrade Law Building, Lexington, KY

$70 million full renovation of the existing 101,000GSF facility, plus the addition of approximately 35,000GSF of new space. The expanded facility includes the law library, large and small courtrooms, administration spaces, signature student spaces, classrooms, faculty offices, and student organizations' spaces. It includes a conference area and outdoor balcony, as well as a central hall for student collaboration. This project provides the college with a state of the art facility which further enhances the college's status as the premier College of Law in the Commonwealth of Kentucky. Jim served as the field supervisor/electrical engineer on this project.

University of Kentucky – Expand/Renovate Student Center, Lexington, KY

The scope of this $201 million 362,000SF project included the preservation and complete renovation of the 1937/1938 Student Union and the 1924 Alumni Gymnasium, demolition of the 1963 and 1982 additions and construction of the new addition. Jim served as the electrical Commissioning Engineer/Electrical Field Supervisor.

EDUCATION

University of Kentucky, Bachelor of Science, Mechanical Engineering, 1991

ACCREDITATIONS

Professional Engineer (PE) – KY, TN, IN, WV

CxA, #1004-042, ACG

TBE, #97-06-34, AABC

LEED Accredited Professional (LEED AP) #10269800

AFFILIATIONS

American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) member

Associated Air Balance Council (AABC)

AABC Commissioning Group (ACG)

American Society for Health Care Engineering (ASHE)

United States green Building Council (USGBC)

TENURE

Industry experience since 1991

SKILLS

- Mitigation Commissioning
- HVAC Controls
- Building Assessments
- Retro-commissioning



MATT ADAMS, CxA, EMP | BAS/Controls Specialist

WHY MATT?

- ✓ Matt comes from a controls background and is extensively trained in Direct Digital Controls, Building Automation Systems, and Information Technology giving him vast experience in analyzing building system performance.
- ✓ Matt is an outstanding facilitator and communicator.

MATT'S ROLE

As a supporting commissioning provider Matt will participate in submittal reviews, site observations, HVAC sequence of operation verification, functional performance writing/testing, and energy management for the related building systems of this project.

RELEVANT PROJECT EXPERIENCE

University of Kentucky – Expand/Renovate Student Center, Lexington, KY

The scope of this $201 million 362,000SF project included the preservation and complete renovation of the 1937/1938 Student Union and the 1924 Alumni Gymnasium, demolition of the 1963 and 1982 additions and construction of the new addition. Matt served as HVAC/BAS Controls technician on site.

Indiana University Bloomington – Jacobs School of Music East Studio Building Bloomington, IN

The existing facilities for the IUB Jacobs School of Music were undersized and did not have the acoustical integrity needed to meet the needs of students and faculty. This $45 million project provided a single building of approximately 85,000SF. The new facility is a Teaching, Studio and Administration Building for the School of Music that includes a reception area, faculty studios, practice rooms, instrument storage, offices, classrooms, conference and work rooms, faculty and student lounges, and a performance area. Control of temperature, humidity, and sound were key factors in the design. This project was awarded LEED Gold certification. Matt served as the lead Cx Project Manager on this project.

IUPUI – Medical Research Library Renovate West Wing Labs and Research Support, Indianapolis, IN

This $17,000,000 project consisted of 67,200 SF of renovations to the existing West Wing of the Medical Research Library Building on the Indiana University School of Medicine campus. Extensive interior renovations occurred on the 1st-5th floors (levels 2-6), as well as mechanical and associated work in the penthouse and ground floors (levels 7 and 1, respectively). This project was awarded LEED Gold certification. Matt served as the lead Cx Project Manager on this project.

Clarian Health – Neuroscience Center of Excellence, Indianapolis, IN

Matt served as lead Commissioning Authority for this 250,000 SF LEED Fundamental Commissioning of building systems for new construction of a six-story medical office building that will house all Clarian Neuroscience programs in one facility and incorporate future connection to a new Indiana University Neuroscience Research Facility. The building provides laboratory-research space for new scientists and expansion space for existing psychiatric and neuroscience research. Matt facilitated commissioning in accordance with the LEED v3 scope of work to deliver a high performing building that met the owners' requirements.

EDUCATION

IUPUI, ME Studies, 2001

ACCREDITATIONS

CxA, #609-505, ACG

Certified Energy Management professional (EMP), #412E39, EMA

Certified Technician, Tridium, Inc., Honeywell, Inc., Control Systems International, Inc.

Type Universal Certification, #2192624, Air-Conditioning & Refrigeration Institute

Certified Energy Manager, Control Solutions/Cinergy, Inc.

AFFILIATIONS

AABC Commissioning Group (ACG)

TENURE

Industry experience since 1996

SKILLS

- HVAC Controls
- Energy Management
- Retro-commissioning
- Project Management



CLAY KISSICK, CxT, ITC Level II | Cx Technician

WHY CLAY?

- ✓ Clay has been a commissioning technician for 11 years and has served on over 100+ commissioning projects since joining FCG.
- ✓ Has provided building envelope commissioning services and diagnostic testing on over 50+ projects with FCG and is a certified thermographer.

CLAY'S ROLE

As Commissioning Technician he will support the team at the direction of the project manager and field supervisor through site review, functional performance tests, and TAB verification. This will include being involved in Building Envelope Diagnostic Testing and Thermal Imaging.

RELEVANT PROJECT EXPERIENCE

University of Kentucky – Commonwealth Stadium Expansion/Renovation, Lexington, KY

$125 million 478,646SF project to improve the stadium's function and aesthetic appearance thus improving the overall fan experience on game day. Specific goals focus on improving the quality of the fan amenities, team facilities, press/stadium operation areas, and seating areas. Seating area improvements include premium seating, general seating and accessible seating. New suites were added to the upper deck. Served as a Commissioning Technician and performance testing of Building Envelope/Thermography.

Eastern State Hospital, Lexington, KY

$129 million 323,000SF for the Commonwealth of Kentucky/UK was a 3-story replacement facility, with four (4) separate 12,616SF two-story Personal Care Homes and a central utility plant. The project consisted of 168 adult psych beds, 25 forensic beds, 25 geriatric beds, 12 acquired brain injury beds and 64 personal care beds. FCG completed comprehensive commissioning in accordance with LEED v2.2 requirements. Additional commissioning included E-Power, security and access control, building envelope systems and assisting UK's PPD department in populating of equipment data and maintenance procedures into UKMCPPD's CMMS system. Served as a Commissioning Technician and performance testing of Building Envelope/Thermography.

University of Kentucky – Baseball Stadium Facility, Lexington, KY

$49 million New baseball stadium construction that features permanent seating for nearly 2,500 fans with additional space on grass berms to accommodate a total of more than 4,000 fans for regular-season games. Beyond the outfield wall, temporary bleachers can be installed for NCAA Tournament games to bring the seating capacity to more than 7,000. Fan amenities include suites and a new club area. The new stadium will feature a team lounge, locker room, training area, indoor hitting and pitching areas, and coaching offices, as well as a recruiting room. Served as a Commissioning Technician and performance testing of Building Envelope/Thermography.

EDUCATION

University of Louisville, Computer Engineering/Computer Science Studies

ACCREDITATIONS

CxT, #226-6322, ACG

Level II Thermographer, #172009, ITC

OSHA 10-Hour Certified

AFFILIATIONS

AABC Commissioning Group (ACG)

TENURE

Industry experience since 2013

SKILLS

- HVAC Controls
- Functional Performance Tests Support
- Building Envelope Site Inspections
- Building Envelope Diagnostic Testing
  - Air Barrier / Pressurization
  - Thermal Imaging
  - Spray Leakage
  - Smoke/Tracer Testing



MICHAEL LEDFORD | Cx Technician

WHY MIKE?

- ✓ Mike has experience as an HVAC service technician and project engineer since 2014 prior to joining FCG.
- ✓ Mike has been a commissioning technician with FCG for 1 year and has previous experience as an HVAC installer and project manager for commercial construction.

MIKE'S ROLE

As Commissioning Technician he will support the team at the direction of the project manager and field supervisor through site review, functional performance tests, and TAB verification. This will include being involved in Building Envelope Diagnostic Testing.

RELEVANT PROJECT EXPERIENCE

Lexington Police Department – New East Sector Roll Call

$4.2 million 7,8000 SF new construction project building serves as the city's police department support public safety in the southeastern area of the city with administrative, meeting and support spaces.

University of Kentucky – Renew/Modernize Facilities Frazee Hall, Lexington, KY

This $15 million project included the rehabilitation of and an addition to Frazee Hall for the University of Kentucky. This historic building built in 1907 is used for offices and conference rooms for student services comprised of a 3-story facility with basement at 18,071GSF. There was a selective demolition phase that included the removal of non-contributing elements and abate hazardous materials. There was a separate bid package for the Core & Shell of the building which completed with a bid package interior fitup of offices, conference rooms and associated support space for student service departments. The modernization revitalized the facility by providing new mechanical, electrical and other building systems. Mike served as the lead Cx Technician on this project.

University of Kentucky - Jacobs Science Building Improvements, Lexington, KY

$15 million 34,000SF for the Commonwealth of Kentucky/UK was a project that included fit-out of approximately 34,000 gross square feet of space within Don & Cathy Jacobs Science Building. The project will transform shelled space to include classroom fit ups on the first and second floor and research lab space on the 3rd floor as well as associated HVAC work to accommodate lab space. Mike served as the lead Cx Technician on this project.

EDUCATION

East Coast Polytechnic Institute,
Associates Degree in Mechanical Engineering

ACCREDITATIONS

OSHA 10-Hour Certified

KY HVAC Journeyman Mechanic

TENURE

Over 10 years of industry experience

SKILLS

- HVAC Controls
- Plumbing
- Functional Performance Tests Support
- Commissioning Meeting Support
- Site Observations



ANDREW ZIMMERMAN | Cx Technician

WHY ANDREW?

- ✓ Andrew has been a commissioning technician for 2 years at FCG and has become a proficient commissioning team member at the direction of the project manager to perform observations and functional testing of HVAC, Lighting Controls, and Low-Voltage systems

ANDREW'S ROLE

As Commissioning Technician he will support the team at the direction of the project manager and field supervisor through site review, functional performance tests, and TAB verification. This will include being involved in Building Envelope Diagnostic Testing.

RELEVANT PROJECT EXPERIENCE

Shelby County High School Renovation/Addition – Shelbyville, KY

$60,000,000 project included the renovation of an existing 210,910 S.F. high school. The project will feature a 17,420 addition. The building was provided with a new geothermal wellfield and majority of the HVAC system replaced. This included water source heat pumps, outside air handling units, exhaust fans, ductwork systems, temperature control systems, etc. Served as a Commissioning Technician.

Kenton County Schools – Scott High School Phase V, Taylor Mill, KY

$35 million 275,000SF a fifth-phase of construction on this building that included renovation of existing auditorium, renovation of existing gymnasium and construction of a new practice gym, and demolition of existing swimming pool and construction of a new districtwide Aquatic Center. This additionally included minor renovations and upgrades to Woodland Middle School and Taylor Mill Elementary School. Served as a Commissioning Technician.

EDUCATION

University of Kentucky, Mechanical Engineering Studies

ACCREDITATIONS

OSHA 10-Hour Certified

AFFILIATIONS

TENURE

Industry experience since 2022

SKILLS

- HVAC/HVAC Controls
- Lighting Controls
- Data/Communication
- Low-Voltage
- Functional Performance Tests Support
- Building Envelope Diagnostic Testing
  - Air Barrier / Pressurization



BRANDON MOORE, CxA, LEED GA | Cx Administrator

WHY BRANDON?

- ✓ Brandon is an accomplished Commissioning Administrator with 15 years of acquired construction and commissioning experience on over 600+ projects to serve as FCG's Document Group Manager.
- ✓ Brandon's professional niche is coordinating office administration with technical personnel in the field to pursue project deliverables.
- ✓ Brandon has experience in facilitating project communications through technical knowledge of building systems commissioning and by coordinating documentation with an interdisciplinary team field staff.
- ✓ Brandon has served as liaison between FCG field staff and project owners and stakeholders.

BRANDON'S ROLE

As Project Administrator Brandon will direct document control and assure redundant electronic storage of project information. His role will include to provide timely acquisition and continuous management of documents and cohesive communications spanning and interconnecting owner staff, vendors, designers, contractors, suppliers, and through all their communication and document distribution platforms.

RELEVANT PROJECT EXPERIENCE

UK Improve Student Center Space 1 – Harris Ballroom, Lexington, KY

UK Improve Student Center Space 2 – Dining Facilities Expansion, Lexington, KY

Brandon served as project administrator to support the commissioning of Space 1 a $6 million fit up of the 17,000GSF Harris Ballroom within the finished Student Center. The work included fit up of a ballroom, warming kitchen, pre-function mezzanine with art gallery, restrooms, IT/AV, and storage areas. Space 2 required a $25 million expansion of the dining to accommodate the needs of the student population due record growth in student enrollment. This project encompassed 34,861GSF in a 3-story building with penthouse to increase the dining capacity by 350 seats at the lower level and added office space.

LFUCG - Dunbar Community Center and Black & Williams Community Center, Lexington, KY

Brandon served as project administrator to support the commissioning of this 2012 renovation work encompassing This project encompassed energy efficiency improvements. Dunbar Community Center improvements for this 36,903 square feet center included installation of a variable refrigerant volume system to replace the current steam boiler and air-conditioning systems. The Black and Williams Community Center 31,957 square feet building underwent similar improvements to its building systems for greater energy efficiency, which included a one-story detached gymnasium on the property.

Western Kentucky University – Downing Student Union Reno., Bowling Green, KY

Brandon served as project administrator to support the commissioning of this two-year $49 million renovation project for the main student center on campus. The facility includes features such as the use of local and/or sustainable materials, energy efficient systems, and daylight harvesting. The renovation included all new building systems (mechanical, electrical, and plumbing), a new recreation area, study area and enhanced meeting rooms, a WKU store, new offices for staff and student organizations, upgraded food services area, and retail/bookstore space.

EDUCATION

Transylvania University, Bachelor of Arts, Accounting

ACCREDITATIONS

CxA, #518-1662, ACG

LEED Green Associate

(LEED GA)

AFFILIATIONS

AABC Commissioning Group (ACG)

United Stated Green Building Council (USGBC)

TENURE

Industry experience since 2008

SKILLS

- File Distribution & Maintenance
- Document Review
- Project Reports
- Project Management
- Retro-commissioning
- Data Logging and Trending
- Schedule & Planning Analysis
- Estimating & Financial Management

Facility Commissioning Group

158 Burt Road • Lexington, KY 40503 • Tel. (859) 278-5552

8355 Rockville Road, Suite 36 • Indianapolis, IN 46234 • Tel. (317) 536-2618

PRICE PROPOSAL

FCG has prepared a scope of work to provide a commissioning fee proposal for this project. We reviewed the commissioning scope of work included in the provide RFP, project specification 230800, the drawings dated 8/15/2025, Bid Addendums 1 to 3, and RFP Addendum #1. The systems to be commissioned are HVAC, HVAC Controls, Lighting Controls, Plumbing, and Replacement Roof System.

The scope of this project involves renovations to an existing building including office, warehouse, and workshop space, which encompasses approximately 64,200 SF. The current intended project construction schedule runs for 365 days for substantial completion.

This commissioning fee proposal is based on the following:

- A breakdown of equipment to be commissioned is included at the end of this document.

- We anticipate Functional Performance Tests for 100% of equipment.

- FCG has included meeting time for One (1) Commissioning Kickoff Meeting and four (4) additional meetings.

- FCG has included three (3) site visits to observe roof system installation.

- Testing of the roof system will be limited to one (1) Infrared Scan after completion of project installation, utilizing the permanently installed HVAC System to pressurize the building for this scan. This test is qualitative and not intended to quantify building air leakage or moisture intrusion.

- FCG will provide the following deliverables per the RFP and specification 230800:
  - Commissioning Meetings/Site Observations
  - Create Commissioning Plan
    - Write System Verification Checklists (SVC)
    - Write and Perform Functional Performance Tests (FPT)
  - Review Equipment Start-Up Reports
  - TAB Report Review
  - Final Commissioning Report (Delivered in PDF Format)

- Each contractor must include time in their proposal to perform stipulated tests as required in the Specifications. The costs associated with any other contractor's work are not included in the Facility Commissioning Group fee amount.

- Any contractor not adhering to the commissioning schedule will assume responsibility for lost time of other participating contractors, consultants, and owner personnel.

- Failed tests resulting from concealed conditions or due to design or installation negligence will be retested at the responsible party's expense.

- Commissioning work will be performed in sequence with the actual phasing of the project, to the extent possible.

Please contact us with any questions or comments about this proposal or the commissioning process.

Sincerely,

FACILITY COMMISSIONING GROUP, INC.

V. Todd Yates, PE
President

Facility Commissioning Group

158 Burt Road • Lexington, KY 40503 • Tel. (859) 278-5552

8355 Rockville Road, Suite 36 • Indianapolis, IN 46234 • Tel. (317) 536-2618

Lexington-Fayette Urban County Government
RFP #43-2025
Commissioning Services for the Division of Water Quality Building Renovations
Lexington, KY

Commissioning Fee Breakdown

TOTAL Commissioning Fee: **$46,740.00**

Equipment to be Commissioned

Qty.	HVAC
18	RTU-1 to 18
12	Split System
9	EF-1 to 9
7	HVLS
5	Ex. Unit Heater
2	New Unit Heater
2	Vactor Unit Heater
2	Vactor EF
Qty.	**Plumbing**
1	Water Heater
1	Recirc Pump
Qty.	**Lighting Controls**
130	Rooms

THIS PROPOSAL IS ACCEPTED:

BY:

TITLE: **DATE:**

PRINTED NAME:

ORGANIZATION NAME:

Facility Commissioning Group

158 Burt Road • Lexington, KY 40503 • Tel. (859) 278-5552

8355 Rockville Road, Suite 36 • Indianapolis, IN 46234 • Tel. (317) 536-2618

SCOPE EXCEPTIONS

FCG does not anticipate any exceptions to the scope of work outlined in the RFP or project documents.

AFFIDAVIT

Comes the Affiant, V. Todd Yates, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is V. Todd Yates and he/she is the individual submitting the proposal or is the authorized representative of Facility Commissioning Group, Inc., the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

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

Further, Affiant sayeth naught.

V. Todd Yates

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by V. Todd Yates on this the 26th day of November, 2025.

My Commission expires: 12/4/2027

NOTARY PUBLIC, STATE AT LARGE

HAYDEN PATRICK MCNEAL
My Commission Expires 12-04-2027
NOTARY PUBLIC
Notary ID # KYNP83257
STATE AT LARGE, KENTUCKY

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

****

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

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

Bidders

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



_____ Facility Commissioning Group, Inc.

Signature *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: Facility Commissioning Group, Inc.

Categories	**Total**	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		**Total**	
		M	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**
Administrators		1															
Professionals		4															
Superintendents																	
Supervisors																	
Foremen																	
Technicians		11															
Protective Service																	
Para-Professionals																	
Office/Clerical		1	3														
Skilled Craft																	
Service/Maintenance																	
Total:		20															

Prepared by: Hayden P. McNeal, Procurement Administrator **Date:** 11/ 26 / 2025

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF PROCUREMENT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise 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 (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
859-258-3323

Firm Submitting Proposal: Facility Commissioning Group, Inc.

Complete Address: 158 Burt Rd (Street) Lexington (City) 40356 (Zip)

Contact Name: V. Todd Yates Title: President

Telephone Number: (859) 278-5552 Fax Number: N/A

Email address: todd@facomgrp.com

AFFIRMATIVE ACTION PLAN

To comply with the requirements of the Kentucky EEO Act, KRS 45.560 to 45.640 Facility Commissioning Group will take the following measures:

1. Equal and fair treatment will be provided to all employees regardless of race, color, religion, marital status, national origin, sex, age, or disability.

2. FCG is committed to the implementation of the affirmative action policies, programs, and procedures to ensure that employment practices are free from discrimination.

3. Employees will be advised at the time of employment that Facility Commissioning Group is an equal opportunity / affirmative action employer and that hiring, promotion, or demotion is based on an individual's qualifications and ability to perform the work.

4. The company will cooperate with and support apprenticeship-training programs based on affirmative action.

5. Recruiting advertisements and all notices relating to employment will include the clause "An Equal Opportunity Employer". Said clause will be printed on all correspondence and notices relating to employment.

6. A company policy statement outlining Facility Commissioning Group's commitment to equal employment opportunity and affirmative action will be posted in conspicuous places throughout our facility.

7. The contact information for the employment opportunity / affirmative action (EEO/AA) officer will be provided to FCG personnel. The officer will be responsible for the following:

    A. Conducting periodic audits of employment practices to ensure non-discrimination;

    B. Periodically instructing supervisors about their responsibilities to ensure that minorities are not subject to any type of discriminatory practices or harassment;

    C. Notifying all minority recruitment sources in writing that this company is an equal employment opportunity / affirmative action employer and notification to same of job openings;

    D. Notification to all eligible employees regarding promotions or vacancies to ensure equal employment opportunity;

    E. Maintaining all facilities and activities on a non-discriminatory basis;

F. Maintaining applicant flow data with the title of job, referral source, sex, race, and final action with reasons for any rejections; and

G. Seeking to utilize minorities to the same degree as all others based on the following factors in the civilian labor area:

1. The minority population of the labor area surrounding the facility;

2. The size of the minority unemployment forces in the area surrounding the facility;

3. The percentage of the minority workforce as compared with total workforce in the area;

4. The availability of minorities having requisite skills in the immediate labor area;

5. The availability of minorities having requisite skills in the reasonable recruitment area;

6. The availability of promotable and transferable minority employees in the company;

7. The existence of institutions capable of training persons in the requisite skills;

8. The degree of training the company is reasonably able to undertake as a means of all job classes available to minorities.

LEXINGTON

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) and a subgoal of twelve percent (12%) for Women 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.

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, 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.

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # RFP #43-2025

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.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. N/A				
2. N/A				
3. N/A				
4. N/A				

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

Facility Commissioning Group, Inc.
Company

V. Todd Yates
Company Representative

11/26/2025
Date

President
Title

LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # RFP #43-2025

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

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. N/A					
2. N/A					
3. N/A					
4. N/A					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Facility Commissioning Group, Inc.
Company

V. Todd Yates
Company Representative

11/26/2025
Date

President
Title

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

Proposer Name:	Facility Commissioning Group, Inc.	**Date:**	11/26/2025
Project Name:	Division of Water Quality Building Renovations	**Project Number:**	RFP #43-2025
Contact Name:	V. Todd Yates	**Telephone:**	(859) 278-5552
Email:	todd@facomgrp.com		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-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, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ■

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

N/A

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

Yes ☐ No ■

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. FCG is equipped to complete all work in-house without requiring Sub-Contractors

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

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:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ 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 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 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.

Click or tap here to enter text.

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.

Facility Commissioning Group, Inc.	
Company	**Company Representative**
11/26/2025	V. Todd Yates, President
Date	**Title**

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 IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked “modifications of proposal”.

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

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

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

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

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

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

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

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

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

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

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

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



Signature

11/26/2025

Date

MAYOR LINDA GORTON

LEXINGTON

TODD SLATIN
DIRECTOR
PROCUREMENT

ADDENDUM #1

RFP Number: 43-2025 Date: November 13, 2025

Subject: **Commissioning Services for the Division of Water Quality Building Renovations**

Address inquiries to:
Brian Marcum (859) 258-3320
brianm@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following information to the above referenced RFP:

Can you provide additional details on the scope of work for the following: - Lighting Controls to ensure code compliance - Plumbing Systems - Replacement Roof System?

Building Commissioning:
Building commissioning is a systematic quality-assurance process that verifies and documents that a building's systems are designed, installed, tested, and operated to meet the owner's requirements and design intent. It is a comprehensive quality control and testing process that begins in the design phase and continues through the building's operation, ensuring systems like HVAC, electrical, and lighting function correctly, efficiently, and together as intended. The scope of work for this RFP excludes design. The scope of work includes construction through occupancy. A full set of contract documents and specifications for the project covered by this scope of work can be reviewed on https://lexingtonky.ionwave.net/ as **RFB 70-2025 Division of Water Quality Facility Renovation**. All three bid alternates were accepted and where applicable shall fall under the scope of this work.

Lighting Controls:
Commissioning during the construction phase is intended to achieve the following objectives according to the Contract Documents:
1. Verify that applicable systems and equipment are installed according to applicable code(s), manufacture's recommendation and industry accepted minimum standards.

2. Verify that applicable systems and equipment received adequate operational checkout by installing contractors.
3. Verify and document proper performance of equipment and systems.
4. Verify that O&M documentation provided to the Owner is complete.

Plumbing Systems:
Commissioning during the construction phase is intended to achieve the following objectives according to the Contract Documents:
1. Verify that applicable systems and equipment are installed according to applicable code(s), manufacture's recommendation and industry accepted minimum standards.
2. Verify that applicable systems and equipment received adequate operational checkout by installing contractors.
3. Verify and document proper performance of equipment and systems.
4. Verify that O&M documentation provided to the Owner is complete.

Replacement Roof System:
Commissioning during the construction phase is intended to achieve the following objectives according to the Contract Documents:
1. Verify that applicable systems and equipment are installed according to applicable code(s), manufacture's recommendation and industry accepted minimum standards.
2. Verify that applicable systems and equipment received adequate operational checkout by installing contractors.
3. Verify and document proper performance of equipment and systems, to include an infrared scan.
4. Verify that O&M documentation provided to the Owner is complete.

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME:___Facility Commissioning Group, Inc._____

ADDRESS: _158 Burt Rd, Lexington, KY 40503_____

SIGNATURE OF BIDDER: _____

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the _____ day of January 2026, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and Facilities Commissioning Group, a Kentucky corporation, ("Organization") with offices located at 158 Burt Road Lexington KY 40503.

W I T N E S S E T H

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

1. EFFECTIVE DATE; TERM. This Agreement shall commence on _____, 2026 and shall last until completion of the scope of work outlined in RFP 43-2025 unless terminated by LFUCG at an earlier time.

2. RELATED DOCUMENTS. This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

a. Exhibit "A" – RFP 43-2025
b. Exhibit "B" – Consultant Proposal

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

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

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed Forty Six Thousand Seven Hundred and Forty dollars ($ 46,740) for the performance of the Services.

a. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of

the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed or materials provided for the Services are inadequate or defective.

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

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

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

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

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

6. REPORTING. Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG. All Commissioning documents shall be submitted through the GRW Engineering Newforma project management system established for this project.

7. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

8. INSURANCE; INDEMNITY.

The risk management provisions of RFP No. 43-2025 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to the LFUCG as required therein.

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

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

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

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

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

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

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

14. **INVESTMENT**. Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

15. **NO ASSIGNMENT**. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

16. **NO THIRD PARTY RIGHTS.** This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

17. **KENTUCKY LAW AND VENUE.** This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

18. **AMENDMENTS.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

19. **NOTICE.** Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

Facility Commissioning Group
158 Burt Road
Lexington, KY. 40503
ATTN: V. Todd Yates

For Government:

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
Clerk of the Urban County Council

Facility Commissioning Group, Inc.

BY: _____
V. Todd Yates, President

ATTEST: _____
WITNESS: Hayden P. McNeal
DATE: 12/23/2025

EXHIBIT "A"

Lexington/Fayette Urban County Government
Addendum for Services

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0006-26

File ID:	0006-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	12/30/2025
File Name:	Request Council authorization to direct the mayor to sign any and all documents necessary for the reallocation of all Kentucky Cleaner Water Grant funds so that excess funds assigned to completed projects can be reallocated to active projects that are not			**Final Action:**	

Title: Authorization to approve all documents necessary for the reallocation of all Kentucky Cleaner Water Grant funds so excess funds assigned to completed projects can be reallocated to active projects that are not fully grant funded. The total value of the awarded grant is $37,805,834, which is providing funding for nine (9) distinct, Kentucky Infrastructure Authority (KIA) approved stormwater and sanitary sewer projects. Funds are budgeted. (L0006-26)(Martin/Albright)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	26-Blue Sheet to Reallocation KY Clean Water ARPA Funds, CWKY Reallocation Request Exhibit A 12182025	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0006-26

Title

Authorization to approve all documents necessary for the reallocation of all Kentucky Cleaner Water Grant funds so excess funds assigned to completed projects can be reallocated to active projects that are not fully grant funded. The total value of the awarded grant is $37,805,834, which is providing funding for nine (9) distinct, Kentucky Infrastructure Authority (KIA) approved stormwater and sanitary sewer projects. Funds are budgeted.

(L0006-26)(Martin/Albright)

Summary

Authorization to approve all documents necessary for the reallocation of all Kentucky Cleaner Water Grant funds so excess funds assigned to completed projects can be reallocated to active projects that are not fully grant funded. The total value of the awarded grant is $37,805,834, which is providing funding for nine (9) distinct, Kentucky Infrastructure Authority (KIA) approved stormwater and sanitary sewer projects. Funds are budgeted. (L0006-26)(Martin/Albright)

Budgetary Implications: NO

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: Yes

Account Number:

This Fiscal Year Impact: $0

Annual Impact: $0

Project: ARMSTRG_PS_2023, BWTRUNK_2024, EHPSP2_2024, FURLONG_2023, BROWNFLDS_2023, TBWWTP_2023, UV_GRANT_2022, UV_GRANT_2024, and VETERAN_PK_2023

Activity: FED_GRANT

Budget Reference: 2022, 2023, 2024

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **DECEMBER 26, 2025**

SUBJECT: **Reallocation of Grant Funds Kentucky Cleaner Water Grant from American Rescue Funds**

Request: Council authorization and direct the mayor to sign any and all documents necessary for the reallocation of all Kentucky Cleaner Water Grant funds so that excess funds assigned to completed projects can be reallocated to active projects that are not fully grant funded. The total value of the awarded grant is $37,805,834, which is providing funding for nine (9) distinct, Kentucky Infrastructure Authority (KIA) approved stormwater and sanitary sewer projects.

Purpose of Request: In 2021, Senate Bill (SB) 36 allocated $250 million of the state's American Rescue Plan Act (ARPA) funds for improvements to drinking water and wastewater systems across the Commonwealth. SB36 was branded as the Cleaner Water Kentucky Program.

The program provided grant funding on a county-by-county basis, Ultimately, Fayette County was allocated over $37M in grant funding. That grant funding was further allocated on a project-by-project basis, with each project approved for funding using criteria adopted by KIA.

In August 2021, Fayette County received its first grant award, over the next three years, eight additional projects were awarded grant funding. In all cases, the grant awards were based on estimated project costs. As the projects moved through design and construction, it became clear that some projects had excess grant funding while others were underfunded. The purpose of this request is to request authorization for the mayor to sign any and all documents necessary to make sure each of the nine projects is 100% grant funded. See Exhibit A for the project list and the current, proposed funding reallocation.

What is the cost in this budget year and future budget years? There is no additional cost associated with this action. In two instances, approval of the grant reallocations would replace project funding currently charged to the Sewer Construction Fund (Fund 4003)

Are the funds budgeted? Yes, all grant funds are budgeted. ARMSTRG_PS_2023, BWTRUNK_2024, EHPSP2_2024, FURLONG_2023, BROWNFLDS_2023, TBWWTP_2023, UV_GRANT_2022, UV_GRANT_2024, and VETERAN_PK_2023

File Number: 0006-26

Director/Commissioner: Martin/Albright

EXHIBIT A

CLEAN WATER KENTUCKY GRANT PROJECT LIST - PROPOSED REALLOCATIONS

PROJECT	GRANT	BASE $ AMOUNT	10% ADDED?	CURRENT FUNDING AMOUNT	RECOMMENDED FUNDING AMOUNT	DELTA
WWTP UV Disinfection Retrofit	21CWS027	$11,868,095	$1,186,810	$13,054,905	$16,887,425	$2,550,825
WWTP UV Disinfection Retrofit	22CWS171	$1,165,178	$116,518	$1,281,696		
Furlong	22CWS007	$906,645		$906,645	$770,717	-$135,928
Town Branch WWTP Dewatering	22CWS008	$3,725,000		$3,725,000	$3,725,000	$0
Veterans Park	22CWS009	$1,345,000		$1,345,000	$1,345,000	$0
Brownfields	22CWS010	$2,995,383		$2,995,383	$580,486	-$2,414,897
Armstrong Mill	22CWS011	$9,497,206		$9,497,206	$9,497,206	$0
			TOTAL	**$32,805,834**	**$32,805,834**	**$0**
Blenheim Way Sanitary Trunk Sewer	21CWS143	$2,220,000		$2,220,000	$1,229,798	-$990,202
East Hickman PS Phase 2	21CWS142	$2,780,000		$2,780,000	$3,770,202	$990,202
			TOTAL	**$5,000,000**	**$5,000,000**	**$0**

Project Close Out Underway

90% Complete

Under Construction

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0007-26

File ID:	0007-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	12/30/2025
File Name:	Request Council authorization to execute Supplemental Agreement No. 5 with the Kentucky Transportation Cabinet to alter the scope of Town Branch Trail Phase V to include Phase IV and transfer the remaining funding from Phase IV to Phase V and accept feder			**Final Action:**	

Title: Authorization to execute Supplemental Agreement No. 5 with the Kentucky Transportation Cabinet to alter the scope of Town Branch Trail Phase V to include Phase IV and transfer the remaining funding from Phase IV to Phase V and accept federal funds in the amount of $810,000 for the Utility Phase of the Town Branch Trail V. A local match of $162,000 is required. Budget amendment in process. (L0007-26)(Burton/Albright)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	26 - Blue Sheet Memo TB Trail 4 & 5 SA No. 5, BA 14053 add'l funds, Supplemental Agreement No 5, TBT 4-5 Area MAP	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0007-26

Title

Authorization to execute Supplemental Agreement No. 5 with the Kentucky Transportation Cabinet to alter the scope of Town Branch Trail Phase V to include Phase IV and transfer the remaining funding from Phase IV to Phase V and accept federal funds in the amount of $810,000 for the Utility Phase of the Town Branch Trail V. A local match of $162,000 is required. Budget amendment in process. (L0007-26)(Burton/Albright)

Summary

Authorization to execute Supplemental Agreement No. 5 with the Kentucky Transportation Cabinet to alter the scope of Town Branch Trail Phase V to include Phase IV and transfer the remaining funding from Phase IV to Phase V and accept federal funds in the amount of $810,000 for the Utility Phase of the Town Branch Trail V. A local match of $162,000 is required. Budget amendment in process. (L0007-26)(Burton/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by David Barberie, 12/23/2025

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.

Account Number: 3160-303202-3225-90313

This Fiscal Year Impact: $810,000

Annual Impact: $0

Project: TOWNBRNC_2015

Activity: UTILITY

Budget Reference: 2015

Current Balance: BA in process

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **DECEMBER 26, 2025**

SUBJECT: **Amendment No. 5 to Agreement with Kentucky Transportation Cabinet for Utility Phase of Town Branch Trail Phase IV & V**

Request: Council authorization to execute Supplemental Agreement No. 5 with the Kentucky Transportation Cabinet to alter the scope of Town Branch Trail Phase V to include Phase IV and transfer the remaining funding from Phase IV to Phase V and accept federal funds in the amount of $810,000 for the Utility Phase of the Town Branch Trail V.

Purpose of Request: On April 30, 2015 (Resolution 195-2015), Council approved acceptance of $1,278,000 in funding under the 2014 Congestion Mitigation Air Quality (CMAQ) program for construction of Phases IV, V, and VI of Town Branch Trail. Phase IV is the construction of 2,800 feet of shared use path from Bizzell Drive to Townley Shopping Center (New Circle Road).

On December 8, 2015 (Resolution No. 805-2015), Council approved Amendment to Agreement for extension of the performance period through December 31, 2016 for design of Phases IV, V, and VI.

On December 6, 2016 (Resolution No. 747-2016), Council approved Amendment No. 2 for extension of the performance period through December 31, 2019.

On September 14, 2017 (Resolution 561-2017), Council approved Amendment No. 3 to accept federal award in the amount of $75,000 for Right-of-Way Phase for Town Branch Phase IV with $15,000 match provided by Kentucky Transportation toll credits.

On July 8, 2021 (Resolution 419-2021), Council approved Amendment No. 4 to accept additional funds in the amount of $50,000 for Right-of-Way Phase for Town Branch Phase V with $10,000 match provided by Kentucky Transportation toll credits.

The Kentucky Transportation Cabinet has approved for the Lexington-Fayette Urban County Government to use federal funds from the Congestion Mitigation and Air Quality Improvement

Program (CMAQ) for the utility relocations for the Town Branch Trail V Project. The project will construct 1.5 miles of shared use path connecting between Town Branch Trail Phase III, Town Branch Trail Phase VI, and Townley Center. The 20% required local match for design will be provided by the Kentucky Transportation Cabinet through toll credits. This match is valued at $162,000.

What is the cost in this budget year and future budget years? $810,000 is the federal award for FY26. Funds for future budget years are dependent upon availability of grant funds.

Are the funds budgeted? Budget amendment is in process.

File Number: 0007-26

Director/Commissioner: Burton/Albright

Search in Menu

LFUCG Budget Amendment Request Form

Requester: Moore,Celia E **Date:** 12/31/2025 **Status:** Pending Approval **Amend Nbr:** 14053

Business Unit: LFUCG **Journal Date:** 12/31/2025 **Budget Period:** 2026 **Bid:** ☐ **Admin Review:** ☐

Personnel, Operating & Capital Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3160	303202	3225	90313	Construction-Hike/Bike Trails	810,000.00	035224	055143	

Revenue Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3160	303202	3225	44010	Intergovernmental - Federal	810,000.00	035224	055143	

Project/Grant Revenue

Project/Grant Expenditures

Comments:

To budget additional funds awarded from KYTC for Supplemental No. 5 for Utility Phase on TOWNBRNC_2015.

Net Amend Amt: 0.00

Submit for Approval

Save Add

AMENDMENT TO THE AGREEMENT BETWEEN
KENTUCKY TRANSPORTATION CABINET
AND THE
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
TOWN BRANCH TRAIL PHASE IV
TOWN BRANCH TRAIL PHASE V
TOWN BRANCH TRAIL PHASE VI
SC-628-1500003706

This Amendment made and entered into by and between the Kentucky Transportation Cabinet (KYTC) and the Lexington-Fayette Urban County Government (RECIPIENT) acting as an amendment to that Agreement entered into between the parties dated May 14, 2015.

WHEREAS, on May 14, 2015, the parties hereto entered into an agreement for the Town Branch Trail Crossing; and

WHEREAS, the parties desire to amend said agreement;

NOW THEREFORE, in consideration of the following promises and covenants contained herein the parties hereby agree as follows:

1. The Budget and Scope of Work of the Agreement numbered PO2-628-1500003706 made and entered into by and between the Kentucky Transportation Cabinet (KYTC) and the Recipient is hereby amended as outlined in Attachment A;

2. All other terms and conditions of 1500003706 shall remain in effect.

IN WITNESS WHEREOF, the parties have hereto caused these presents to be executed by their officers thereunto duly authorized:

Kentucky Transportation Cabinet:
Approved as to form & legality:

_____
Attorney
Transportation Cabinet

Date: _____

Commonwealth of Kentucky

_____
Jim Gray, Secretary
Transportation Cabinet

Date: _____

Lexington-Fayette Urban County Government:
Approved as to form & legality:

_____
Attorney

Date: _____

_____
Mayor

Date: _____

ATTACHMENT A

SCOPE OF WORK AND BUDGET SUMMARY

Scope of Work
Town Branch Trail Phase V
CM 3003 305-Federal Project Number 90158-Authorization
7-3709-SYP Item #

Construct 1.5 miles of shared use path connecting between Town Branch Trail Phase III, Town Branch Trail Phase VI, and Townley Center.

The supplemental agreement alters the scope of Phase V to include Phase IV utilities and future construction under the phase V project and obligates $810,000 for utilities for the combined project. All remaining funds awarded to the Phase IV project will be available to the new Phase V combined project. The original Design and ROW activities will remain under the original Phase IV project.

Total Federal Funds Allocated to Project:	**$5,992,803.38**	
Phase of Work	**Federal Funds**	**Match Provided (Toll Credits)**
Design *(Programmed with FHWA)*	$742,000.00	$149,200.00
Right-of-Way *(Programmed with FHWA)*	$50,000.00	$10,000.00
Utilities *(Programmed with FHWA)*	$810,000.00	$162,000.00
Remaining Available Balance to Be Obligated (Phase V)	$3,468,198.00	$693,639.60
Remaining Available Balance to Be Obligated (Transfer from Phase IV)	$901,803.38	$180,360.68

Town Branch Trail Phase VI-This project remains unchanged by this agreement.
CM 3003 306-Federal Project Number 90159-Authorization
7-3710-SYP Item #
PE, environmental assessment, and design engineering to construct 1.5 miles of shared use path from McConnell Springs Park to Oliver Lewis Way in Lexington.
The total award for this project contract is for design only.

Total Federal Funds Allocated to Project:	**$430,000.00-CMAQ** **$616,000-TAP**	
Phase of Work	**Federal Funds**	**Match Provided**
Design-CMAQ *(Programmed with FHWA)*	$430,000.00	$86,800.00 (toll credits)
Design-TAP *(Programmed with FHWA)*	$616,000.00	$261,500.00 (local funds)

All federally-funded CMAQ projects are set up in phases (design, ROW, utilities, construction). No work can begin on any phase of a project until the KYTC Office of Local Program provides a written notice to proceed for that phase. Funding for this project will be programmed with FHWA as each phase is approved. Effective December 26, 2014, FHWA requires a project end date for each federal project phase programmed. As each phase of the project is programmed with FHWA a supplemental agreement will be sent to the project sponsor to add the funding and adjust the project end date. Any

expenditures incurred by the project sponsor after the end date will not be eligible for reimbursement. If the project sponsor requires an extension, they must notify the Office of Local Programs thirty (30) days before the project end date.

ATTACH A RESOLUTION HERE

A resolution is necessary if funds are being added or removed from a project or the original terms and conditions are being altered.


Masterson Station Park
Citation Blvd
Leestown Rd
New Circle Rd
Newtown Pike
Old Frankfort Pike
Main St
Manchester St
Oliver Lewis Way
Loudon Ave
4th st
Town Branch Trail - Phase IV & V
Existing Trail
Proposed Trail
LEXINGTON

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0008-26

File ID:	0008-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	12/30/2025
File Name:	Request Council authorization to execute agreements with Kentucky American Water for $686,250 and with Kentucky Utilities for $82,225 for relocation of utilities for the Town Branch Trail Phase IV & V project. Total cost not to exceed $768,475.			**Final Action:**	

Title: Authorization to execute agreements with Kentucky American Water for $686,250 and with Kentucky Utilities for $82,225 for relocation of utilities for the Town Branch Trail Phase IV & V project. Total cost not to exceed $768,475. Budget amendment in process. (L0007-26)(Burton/Albright)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	26 - Blue Sheet Memo TB Trail 4 & 5 Utility Agreement, BA 14053 add'l funds, KAW Keep Cost Agreement (Signed by KAW), KU Keep Cost Agreement (Signed by KU), TBT 4-5 Area MAP	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0008-26

Title

Authorization to execute agreements with Kentucky American Water for $686,250 and with Kentucky Utilities for $82,225 for relocation of utilities for the Town Branch Trail Phase IV & V project. Total cost not to exceed $768,475. Budget amendment in process. (L0007-26) (Burton/Albright)

Summary

Authorization to execute agreements with Kentucky American Water for $686,250 and with Kentucky Utilities for $82,225 for relocation of utilities for the Town Branch Trail Phase IV &

V project. Total cost not to exceed $768,475. Budget amendment in process. (L0007-26) (Burton/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by David Barberie, 12/23/2025

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.

Account Number: 3160-303202-3225-90313

This Fiscal Year Impact: $768,475

Annual Impact: $0

Project: TOWNBRNC_2015

Activity: UTILITY

Budget Reference: 2015

Current Balance: BA in process

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **DECEMBER 26, 2025**

SUBJECT: **Execute Utility Relocation Keep Cost Agreements for Town Branch Trail Phase IV & V**

Request: Council authorization to execute agreements with Kentucky American Water for $686,250 and with Kentucky Utilities for $82,225 for relocation of utilities for the Town Branch Trail Phase IV & V project. Total cost not to exceed $768,475.

Purpose of Request: The LFUCG Division of Engineering needs this action to reimburse Kentucky American Water and Kentucky Utilities for relocation costs necessary for the Town Branch Trail Phase IV & V project. The project will construct 1.5 miles of shared use path connecting between Town Branch Trail Phase III, Town Branch Trail Phase VI, and Townley Center.

What is the cost in this budget year and future budget years? $768,475 is the cost in FY26. No future budget year cost anticipated.

Are the funds budgeted? Budget amendment is in process.

File Number: 0008-26

Director/Commissioner: Burton/Albright

Search in Menu

LFUCG Budget Amendment Request Form

Requester: Moore,Celia E **Date:** 12/31/2025 **Status:** Pending Approval **Amend Nbr:** 14053

Business Unit: LFUCG **Journal Date:** 12/31/2025 **Budget Period:** 2026 **Bid:** ☐ **Admin Review:** ☐

Personnel, Operating & Capital Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3160	303202	3225	90313	Construction-Hike/Bike Trails	810,000.00	035224	055143	

Revenue Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3160	303202	3225	44010	Intergovernmental - Federal	810,000.00	035224	055143	

Project/Grant Revenue

Project/Grant Expenditures

Comments:

To budget additional funds awarded from KYTC for Supplemental No. 5 for Utility Phase on TOWNBRNC_2015.

Net Amend Amt: 0.00

Submit for Approval

Save Add

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
UTILITY RELOCATION
KEEP COST AGREEMENT
PURSUANT TO KRS 179.265

COUNTY:	Fayette County
FEDERAL No:	CM 3003 304 and CM 3003 305
STATE No:	12F0 FD52 034 9015701 and 9015801
PROJECT NAME:	Town Branch Trail Phase 4 and 5
ITEM NO.	07-03708.00 and 07-03709.00

THIS UTILITY RELOCATION AGREEMENT is made and entered into by and between the ***Lexington Fayette Urban County Government***, 200 East Main Street, Lexington, Kentucky 40507, hereinafter referred to as ***LFUCG***, and ***Kentucky American Water,*** 2300 Richmond Road, Lexington, KY 40514, hereinafter referred to as the ***KAW***.

AGREEMENT PREMISES

1. The ***LFUCG***, in the interest of public safety and convenience, proposes to construct a shared-use path as part of the **Town Branch Trail Phase 4 & 5** project as shown by the ***LFUCG's*** survey and general plan sheets, which are hereby made a part of this Agreement.
2. The subject project was authorized by TC 10-1, Official Order Authorization No. **90157 000** and **90158 000**, dated **December 19, 2014**, subject to appropriate reimbursement by the Federal Highway Administration or ***LFUCG***, which as pertains to this Agreement is in the amount of **$686,250.00** payable to ***KAW***.
3. "Reimbursable existing facilities," as defined herein, shall mean those existing facilities owned by ***KAW*** that are currently located within a private right of way or

private easement, of which ***LFUCG*** has specifically requested relocation for purposes of completing the Town Branch Trail Phase 4 & 5 Project.

4. This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

   a. Exhibit A – Relocation Estimate

   b. Exhibit B – Relocation Plan

   c. Exhibit C – Listing of Total Reimbursable Work Proposed

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

5. The right of way for the proposed work for ***Town Branch Trail Phase 4 & 5*** will pass over and include certain ***KAW*** reimbursable existing facilities constructed and now maintained by ***KAW***.

6. Prior to construction, ***KAW's*** relocation plan (Exhibit B) shall be reviewed and approved by the ***LFUCG***. The said reimbursable existing facilities will be relocated as designed by ***KAW*** and shown on the ***KAW's*** general plan sheets, provided that ***KAW's*** general plan sheets are consistent with approved ***LFUCG*** survey and general plan sheets.

7. The said reimbursable existing facilities may be relocated upon highway right of way, with restrictions, or upon other private right of way to be obtained by ***KAW*** or obtained by the ***LFUCG*** and granted to ***KAW***.

8. If required and applicable, the ***LFUCG*** will recommend approval of this project to the Federal Highway Administration for construction with funds apportioned to the ***LFUCG*** under the Federal Aid Highway Program, and Acts amendatory thereof and supplementary thereto, including Subpart A of 23 Code of Federal Regulations (CFR) 645.

9. ***KAW*** is authorized herein to make the necessary removal, alterations or adjustments of its reimbursable existing facilities with ***KAW's*** regular engineering, construction, and maintenance forces or through the services of a contractor or subcontractor, contingent upon the conditions enumerated in Section 10 of this Agreement. Said relocation of reimbursable existing facilities is to be reimbursed with ***one hundred percent (100%)*** of the costs to be borne by the ***LFUCG*** and ***zero percent (0%)*** of the costs to be borne by ***KAW***.

10. If ***KAW*** chooses to use a contractor or a subcontractor, ***KAW*** is required to obtain prior approval by ***LFUCG*** in writing pursuant to 23 CFR 645.109(a) and 23 CFR 645.115(a). The ***LFUCG*** reserves the right to refuse reimbursement for any and all costs associated with work performed by a contractor or subcontractor prior to the approval by the ***LFUCG***. The ***LFUCG*** is hereby held harmless from all actions taken by a contractor or subcontractor related to ***KAW's*** failure to acquire said approvals. Said work is to be paid under a contract let by ***KAW***, adhering to the cost share stipulations described herein.

SCOPE OF AGREEMENT

In consideration of the premises, the parties agree as follows:

11. ***KAW***, with its regular construction or maintenance personnel, and/or with a contractor or subcontractor approved by ***LFUCG*** prior to work performed, will furnish all construction labor, equipment and materials to make and complete all necessary adjustments of its reimbursable existing facilities to accommodate the proposed shared-use path construction as described in the attached relocation estimate (hereinafter "Exhibit A"), and which by this reference is hereby made a part of this Agreement. Upon entering this agreement, ***KAW*** shall prepare a relocation plan that shall be retroactively incorporated into this Agreement as Exhibit B.

12. The total estimated cost of relocating reimbursable existing facilities, is **$686,250.00**, as shown by the estimate in Exhibit A. If ***KAW*** proposes to relocate additional, non-reimbursable existing facilities concurrently with the reimbursable existing facilities described in Exhibit A, costs for reimbursable existing facilities – including but not limited to design, mobilization/demobilization, traffic control, and unit relocation costs – shall be proportionate to the costs of the greater relocation work and approved by ***LFUCG*** prior to construction. Under no circumstance will ***LFUCG*** be responsible for or otherwise liable for any cost incurred from relocating non-reimbursable existing facilities.

13. If ***KAW*** proposes to include betterment in this Agreement, including but not limited to additional relocation of non-reimbursable existing facilities, all work directly

pertaining to said betterment, if any, shall be detailed in Exhibit B and will not be reimbursed by ***LFUCG***.

14. The scope of work to be completed by ***KAW*** and reimbursed by ***LFUCG*** under this Agreement is listed in Exhibit C, which is attached hereto and incorporated herein by reference.

15. Once ***KAW*** receives the authorization by the ***LFUCG*** to begin work, ***KAW*** estimates that it will take approximately forty (60) working days to complete the relocation of the facilities.

16. ***KAW*** shall submit any change orders necessary to the ***LFUCG*** for consideration and approval before initiation of the work detailed in said change order. A change order shall be considered in the event there is a change in the scope of work, extra work to be performed, or other major changes in the work covered by this Agreement. Said change order must be reasonably detailed and include proper itemizations from ***KAW***, computed in accordance with the methods and procedures set forth in Subpart A of 23 CFR 645. If ***KAW*** fails to obtain prior approval of a change order from the ***LFUCG***, the ***LFUCG*** has the right to refuse reimbursement of expenditures for such change order.

17. ***KAW*** shall be reimbursed only for the cost of constructing the most economical type of facilities that satisfactorily meet the service requirements of the former facilities, previously located outside of public right of way. A certification to this effect shall be included in submittals for reimbursement for work performed and actual costs incurred.

18. On any relocation project, all work within the limits of the ***LFUCG***-owned right-of-way, whether by force account or contract, shall be done in accordance with the Cabinet's Standards, Specifications, and Standard Drawings. All traffic control will be in accordance with Part VI of the *Manual on Uniform Traffic Control Devices*. Backfilling and bedding, if required and/or necessary, will be performed in accordance with the most recent version of the Roadway Drainage Installations (RDI) section of the Cabinet's *Division of Highway Design Standard Drawings*. Surface restoration, if required, will be performed in accordance with details as shown in the most recent version of the Cabinet's Standard Specifications for Road and Bridge Construction and the *Permits Manual,* or as directed by the ***LFUCG's*** engineer.

19. On any relocation project, the vertical clearance of overhead utilities shall be a minimum of eighteen (18) feet or in no case less than the clearance required by the National Electric Safety Code, American National Standards Institute, Institute of Electrical & Electronic Engineers, Inc.

20. On any relocation project, the vertical clearance of overhead utilities crossing the interstate or other limited access highway, roadways, and ramps shall be a minimum of twenty-four (24) feet as determined by the ***LFUCG***, but in no case less than the clearance required by the National Electric Safety Code, American National Standards Institute, Institute of Electrical & Electronic Engineers, Inc.

21. The minimum depth for underground utilities on minor arterial routes is thirty-six (36) inches under roadways, shoulders, ramps, and ditch lines and thirty (30) inches

in all other areas within right-of-way. Exceptions may be made where a lesser depth will not interfere with the highway maintenance or safety. Exceptions shall include an engineering study that will be prepared and submitted by the permittee and approved by the ***LFUCG's*** engineer.

The remainder of this page is intentionally left blank

RESPONSIBILITIES OF LFUCG

22. The ***LFUCG*** will reimburse ***KAW*** for the actual cost of the work of relocating reimbursable existing facilities upon presentation of invoices from ***KAW***. ***KAW*** will compute costs by and in accordance with the methods and procedures set forth in Subpart A of 23 CFR 645. The method of developing the relocation costs is found in 23 CFR 645.117.

23. Itemized bills from ***KAW*** will be in detail form that will meet the approval of the ***LFUCG*** and the Federal Highway Administration.

Payments will be made on the following basis in accordance with 23 CFR 645.117:

Current Billings. ***KAW*** may submit current billings reflecting the actual cost incurred during any given work period, in which case, the current billings will be paid within thirty (30) business days after receipt of same by the ***LFUCG***.

Final Payment. Upon completion of all said work and the submission of final itemized invoices and as-built drawings, ***KAW*** shall provide one final and complete billing of all remaining costs incurred, within one year following completion of the utility relocation work performed by ***KAW*** pursuant to this Agreement, otherwise previous payments to the utility shall be considered final, except as agreed to between the ***LFUCG*** and ***KAW***. The final billing will be forwarded for payment after review and approval of the Engineer and submitted to the Division of Engineering, it being understood, however, that the billings are subject to audit and verification by the KYTC, ***LFUCG*** and/or the Federal Highway Administration.

ADDITIONAL REQUIREMENTS

24. The ***LFUCG*** certifies that it is in compliance with the provisions of KRS 45A.695. "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The contractor, as defined in KRS 45A.030(9) agrees that the contracting agency, the Finance and Administration Cabinet, the

Auditor of Public Accounts, the Legislative Research Commission, or their duly authorized representatives, and ***LFUCG*** shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this Agreement for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the Agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c). ***KAW*** also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884

25. In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet and ***LFUCG*** shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004. (See attachment)

26. All records of ***KAW*** pertaining to this project will be subject to inspection at any reasonable time by representatives of the ***LFUCG*** and/or the Federal Highway Administration, and shall be retained and maintained as prescribed in 23 CFR 645.117 (i)(3) and 49 CFR 18.42- *Retention and Access Requirements for Records.*

27. Execution of this Agreement and issuance of an LFUCG Permit number hereon is conditioned upon the acceptance of and agreement to the standard terms and conditions of the Cabinet Encroachment Permit (TC99-1) form revision in effect at

the time of the execution of this Agreement, and this Cabinet Encroachment Permit (TC99-1) form revision is made a part of this agreement by this reference.

28. The work of altering and maintaining ***KAW's*** facilities covered by this Agreement, at any time after they have been relocated by ***KAW*** as herein provided, shall be done by ***KAW*** at its sole expense except as may otherwise be provided by law. Such work as is necessary to install, alter, service and maintain any facilities within the ***LFUCG***-owned right of way will be performed in accordance with policies and procedures prescribed by the Cabinet's Permits Manual and in such a manner as will ensure the safety of the general public. Access from the through-traffic roadways and ramps for maintenance or servicing of utility facilities located on the ***LFUCG***-owned right of way requires an encroachment permit except by permission of the District Engineer in an emergency situation.

29. ***KAW*** shall comply with the 18 United States Code (U.S.C.) 874 Copeland "Anti-Kickback" Act as supplemented in Department of Labor regulations (29 CFR Part 3).

30. It is agreed by and between the parties hereto that 23 CFR 645 and supplements and amendments thereto form an essential part of this Agreement, and shall in no way be abrogated or superseded by the terms and provisions of this Agreement.

31. Limited to acts related to this Agreement, ***KAW*** agrees to indemnify and hold harmless the ***LFUCG*** against any and all third-party claims, demands, obligations, or litigation, that result from: (1) any material breach of this Agreement by ***KAW***;

(2) any and all negligent acts of ***KAW***; and (3) any policy, procedure, or employment practice of ***KAW*** violating applicable, Federal, State, or local laws.

32. ***KAW*** shall maintain adequate protection of all work from damage and shall protect the ***LFUCG's*** property from injury or loss arising in connection with this Agreement. ***KAW*** shall make good any such damage, injury or loss, except such as may be directly caused by agents or employees of the ***LFUCG***. ***KAW*** shall adequately protect adjacent property as provided by law and this Agreement.

33. ***KAW*** shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of Federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. ***KAW*** shall comply with all applicable Federal and State Occupational Safety and Health Administration (OSHA) standards including 23 CFR 634 and Kentucky Revised Statutes (KRS) Chapter 338.

34. KRS 45A.480 requires ***KAW*** to comply with the ***LFUCG's*** requirements pertaining to workers' compensation insurance and unemployment insurance. By execution of this agreement, ***KAW*** agrees that all contractors and subcontractors employed, or to be employed in connection with this Agreement shall be in compliance with Kentucky requirements for Workers' Compensation Insurance KRS Chapter 342 and Unemployment Insurance KRS Chapter 341.

35. By execution of this Agreement, ***KAW*** is agreeing that the scope of this Agreement shall be in compliance with all applicable Federal, State and local laws, regulations

and mandates. Compliance as described herein includes, but not exclusively, environmental regulations such as: Section 306 of the Clean Air Act (42 U.S.C. 1857(h)); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; and Environmental Protection Agency regulations (40 CFR Part 15).

36. To the extent applicable to this agreement, ***KAW*** shall comply with the Buy America requirements (as specified in 23 U.S.C. 313 and 23 CFR 635.410) if the utility work uses any amount of Federal Aid Highway Program (FAHP) funding. ***KAW*** is not required to change its existing standards for materials as long as the Buy America requirements are met. Buy America requirements take precedence over regulations pertaining to the accommodation or relocation of ***KAW's*** facilities (as specified in 23 CFR 645) on contracts or agreements involving FAHP funding and over regulations which allow ***KAW*** to furnish materials from company stock (as specified in 23 CFR 645.117(e)). Company stock materials that do not meet Buy America requirements may not be permanently incorporated into an FAHP funded project. ***KAW*** must provide a definitive statement that all products, permanently incorporated into the project are covered under the Buy America requirements. This requirement is fulfilled via proper signature and submission of the statement of charges form. In some circumstances, a waiver of the Buy America requirements may be granted by the Federal Highway Administration, to be determined on a project-by-project basis. If the accommodation or relocation of ***KAW's*** facilities uses only State or local funding, the Buy America requirements do not apply.

37. The Commonwealth of Kentucky and the ***LFUCG*** are prohibited from contracting with firms that utilize the services of illegal immigrants in the performance of a contract of goods, services or construction purposes and the performance of a contract with the Commonwealth. By execution of this Agreement, ***KAW*** agrees not to hire any illegal immigrants itself and to take commercially reasonable measures to ensure that its contractors and their subcontractors not utilize the services of illegal immigrants.

38. The ***LFUCG*** may terminate this Agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the Agreement. The state agency shall provide the contractor thirty (30) calendar days written notice of termination of the Agreement.

39. The ***LFUCG*** reserves the right in its sole discretion to demand that ***KAW*** and all subcontractors immediately cease any portion of, or all further work undertaken within the scope of work of this Agreement. Any authorized services performed, materials used or installed to the satisfaction of the ***LFUCG*** before the demand to cease any or all further work shall be paid in accordance with the terms of the section entitled "Responsibilities of the LFUCG." The ***LFUCG*** shall thereafter authorize ***KAW*** in writing to undertake only minimal, reasonable and necessary additional work or services and acquire, expend, use or install only minimal,

reasonable and necessary additional materials to reestablish the original use and function of their facility.

40. ***KAW*** affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any Agreement awarded. ***KAW*** shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Agreement. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

41. This Agreement shall be governed by and shall be construed in accordance with the laws of the Commonwealth of Kentucky. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

The remainder of this page is intentionally left blank.

AGREEMENT EXECUTION

By the execution of this Agreement, the Parties warrant that they have fully read this Agreement, and agree to the terms and conditions. ***KAW*** warrants that the reimbursable existing facilities identified have been verified, said facilities must be relocated due to the referenced LFUCG project, and the relocation of said facilities are reimbursable as defined in KRS 179.265. The LFUCG warrants that all reimbursable costs invoiced will be paid as defined herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers.

This the _____ day of _____ 2025.

LFUCG APPROVALS

Approval of the Division of Engineering	Approval of the LFUCG
SIGNATURE: _____ Doug Burton, Division Director	SIGNATURE: _____ Linda Gorton, Mayor DATE: _____

Approved Form and Legality
SIGNATURE: _____ DATE: _____ Office of Legal Services

Approval of ***Kentucky American Water***
SIGNATURE: _____ DATE: 7/31/25 TITLE: Director, Engineering

County: Fayette
Kentucky American Water
Item Nos.: 07-03708 & 07-03709

Steven L. Beshear
Governor

Commonwealth of Kentucky
Finance and Administration Cabinet
OFFICE OF THE SECRETARY
Room 383, Capitol Annex
702 Capital Avenue
Frankfort, KY 40601-3462
(502) 564-4240
Fax (502) 564-6785

Lori H. Flanery
Secretary

SECRETARY'S ORDER 11-004

FINANCE AND ADMINISTRATION CABINET

Vendor Document Disclosure

WHEREAS, in order to promote accountability and transparency in governmental operations, the Finance and Administration Cabinet believes that a formal review process should be created whereby the Finance and Administration Cabinet would provide oversight and direction to an agency of the Commonwealth that is in a dispute with a vendor regarding documents that it believes are being improperly withheld by the vendor and are necessary to conduct a thorough review of the vendor's activities pursuant to said contract; and

WHEREAS, KRS 42.014 and KRS 12.270 authorizes the Secretary of the Finance and Administration Cabinet to establish the internal organization and assignment of functions which are not established by statute relating to the Finance and Administration Cabinet; further, KRS Chapter 45A.050 and 45A.230 authorizes the Secretary of the Finance and Administration Cabinet to procure, manage and control all supplies and services that are procured by the Commonwealth and to intervene in controversies among vendors and state agencies; and

NOW, THEREFORE, pursuant to the authority vested in me by KRS 42.014, KRS 12.270, KRS 45A.050, 45A.230, and 200 KAR 5:314, I, Lori H. Flanery, Secretary of the Finance and Administration Cabinet, do hereby order and direct the following:

I. Upon the filing of a Petition for Determination with the Finance and Administration Cabinet by an agency of the Commonwealth, the Finance and Administration Cabinet ("FAC") shall formally review any dispute arising where the agency has requested documents from a vendor that holds a state contract and the vendor has refused access to said documents under a claim that said documents are not directly pertinent or relevant to the agency's inquiry upon which the document request was predicated.

II. Upon the filing of a Petition for Determination from an agency of the Commonwealth, the FAC shall formally review any situation where the agency has requested documents that the agency deems necessary to conduct audits,

investigations or any other formal inquiry and a dispute has arisen as to what documents are necessary to conclude the inquiry.

III. Upon the filing of a Petition for Determination by an agency of the Commonwealth pursuant to Section I or Section II, the FAC shall consider the request from the Executive Branch agency and the position of the vendor or party opposing the disclosure of the documents, applying any and all relevant law to the facts and circumstances of the matter in controversy. After FAC's review is complete, FAC shall issue a Determination which sets out FAC's position as to what documents and/or records, if any, should be disclosed to the requesting agency. The Determination shall be issued within 30 days of receipt of the request from the agency. This time period may be extended for good cause.

IV. If the Determination concludes that documents are being wrongfully withheld by the vendor or other party opposing the disclosure from the state agency, the private vendor shall immediately comply with the FAC's Determination. Should the vendor or other party refuse to comply with FAC's Determination, then the FAC, in concert with the requesting agency, shall pursue any and all options that it possesses to obtain the documents in question, including, but not limited to the following:

a. Initiating discussions with the vendor to obtain the documents determined to be necessary for the inquiry;
b., Terminating the vendor's contract; or
c. Filing an action jointly or singularly against the vendor in a court of appropriate jurisdiction to obtain a court order mandating the disclosure of the documents determined to be necessary for the inquiry.

V. Any provisions of any prior Order that conflicts with the provisions of this Order shall be deemed null and void.

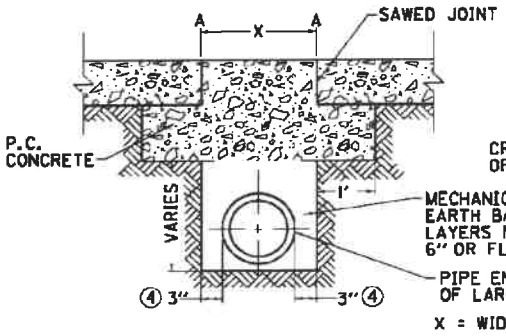
THIS ORDER SHALL BECOME EFFECTIVE UPON EXECUTION.

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF TRAFFIC
TYPICAL HIGHWAY BORING CROSSING DETAIL

TC 99.13
REV 2/95

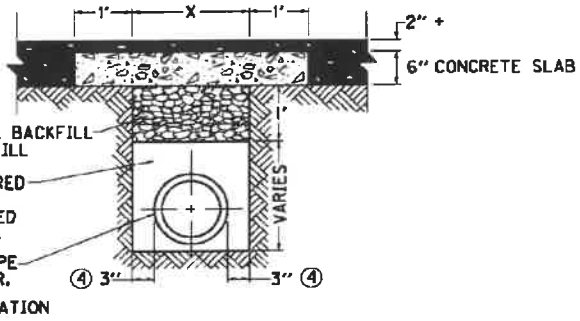
SURFACE RESTORATION METHODS

CONCRETE PAVEMENT



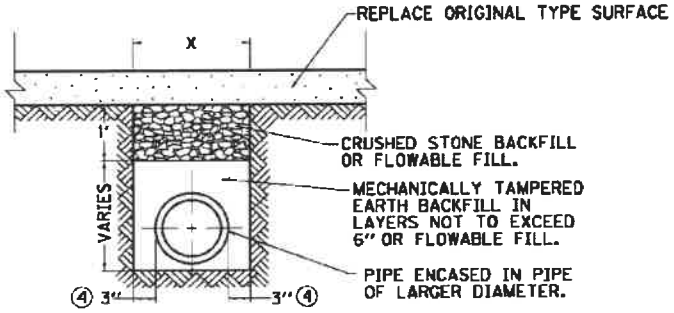
REPLACE CONCRETE PAVEMENT WITH NEW PAVEMENT SAME THICKNESS OF EXISTING PAVEMENT.

BITUMINOUS SURFACING 2"+



REPAVE BITUMINOUS PAVEMENT WITH THE SAME TYPE AND DEPTH AS EXISTING PAVEMENT.

BITUMINOUS SURFACE LESS THAN 2" AND TRAFFIC BOUND MACADAM



NOTE:

1. DISTANCE FROM POINTS "A" (CONCRETE PAVEMENT) TO NEAREST JOINT OR BREAK IN PAVEMENT MUST BE SIX (6) FEET OR MORE. IF LESS THAN SIX (6) FEET, REMOVE PAVEMENT TO JOINT OR BREAK AND REPLACE ENTIRE SLAB.
2. CONCRETE SLAB UNDER BITUMINOUS SURFACE TO EXTEND TWELVE (12) INCHES ON EACH SIDE OF TRENCH.
3. AN APPROVED JOINT SEALER TO BE APPLIED BETWEEN NEW AND EXISTING PAVEMENT.

④ 3" MIN. EACH SIDE OF PIPE WITH USE OF FLOWABLE FILL.

4938-7924-1032, v. 2

KENTUCKY AMERICAN WATER

May 13, 2025

Mr. Patrick Jorgensen
LFUCG Division of Engineering
101 E. Vine Street
Lexington, KY 40507

Dear Mr. Jorgensen,

RE: Town Branch Trail Phases 4 and 5 Waterline Relocations

As requested, I am providing a preliminary cost estimate for the portion of Kentucky American Water's (KAWC) waterline relocations associated with the Town Branch Trail Phases 4 and 5 project that are eligible for reimbursement by the Lexington-Fayette Urban County Government (LFUCG). This cost estimate is preliminary and is being provided for the purpose of establishing a Keep Cost Agreement between KAW and LFUCG.

The final reimbursement amount that LFUCG will be responsible for will be based on actual quantities and pricing for work performed during construction.

Several items in the preliminary cost estimate are noted as "Contingent." For these items, KAW will field verify if the existing waterline is within KAW's easement. If the waterline is within KAW's easement, KAW will require reimbursement for this work. If the waterline is within right-of-way, KAW will not seek reimbursement.

Please contact me with any questions.

Thank you,

John Magner, PE
Sr. Manager, Engineering

KENTUCKY AMERICAN WATER

PRELIMINARY COST ESTIMATE					
No.	Item	Unit	Quantity	Unit Cost	Total Cost
1	Engineering Design	LS	1	$35,000.00	$ 35,000.00
2	Mobilization/Demobilization	LS	1	$75,000.00	$ 75,000.00
3	Traffic Control	LS	1	$10,000.00	$ 10,000.00
4	Main Relocation				
4a	24" DIP Relocation	LF	180	$ 500.00	$ 90,000.00
4b	12" DIP Relocation	LF	100	$ 425.00	$ 42,500.00
4c	12" DIP Relocation (Contingent)	LF	150	$ 425.00	$ 63,750.00
5	Line Stop Installation				
5a	24" Line Stop Installation	EA	1	$30,000.00	$ 30,000.00
5b	12" Line Stop Installation	EA	2	$20,000.00	$ 40,000.00
5c	12" Line Stop Installation (Contingent)	EA	2	$20,000.00	$ 40,000.00
6	Shutdown/Tie-ins				
6a	24" Tie-In	EA	4	$10,000.00	$ 40,000.00
6b	12" Tie-In	EA	2	$ 7,500.00	$ 15,000.00
6c	12" Tie-In (Contingent)	EA	2	$ 7,500.00	$ 15,000.00
7	Valve Installation				
7a	24" Valve Installation	EA	1	$30,000.00	$ 30,000.00
7b	12" Valve Installation	EA	2	$10,000.00	$ 20,000.00
7c	12" Valve Installation (Contingent)	EA	2	$10,000.00	$ 20,000.00
8	Service Reconnections				
8a	Service Reconnections	EA	3	$ 5,000.00	$ 15,000.00
8b	Service Reconnections (Contingent)	EA	3	$ 5,000.00	$ 15,000.00
9	Hydrant Installation				
9a	Hydrant Installation	EA	1	$ 5,000.00	$ 5,000.00
9b	Hydrant Installation (Contingent)	EA	2	$ 5,000.00	$ 10,000.00
10	KAW Labor/Internal Costs	LS	1	$75,000.00	$ 75,000.00
Total w/o Contingent Work					**$522,500.00**
Total w/ Contingent Work					**$686,250.00**

Exhibit C

Listing of Total Reimbursable Work Proposed

- Relocation plan – engineering design
- 24" Ductile Iron pipe and associated facilities relocation –
  - 120 LF from 408+00 to 409+20*
  - 60 LF in the vicinity of 412+00
- 12" Cast Iron pipe and associated facilities relocation –
  - 100 LF from 453+50 to 454+50
  - *150 LF from 466+00 to 467+50 (reimbursement contingent on verifying location of existing facilities in ROW or easement)*

* Stationing is from Town Branch Trail Phase 4-5 (KYTC SYP 07-3708 & 07-3709) Plans

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
UTILITY RELOCATION
KEEP COST AGREEMENT
PURSUANT TO KRS 179.265

COUNTY:	Fayette County
FEDERAL No:	CM 3003 304 and CM 3003 305
STATE No:	12F0 FD52 034 9015701 and 9015801
PROJECT NAME:	Town Branch Trail Phase 4 and 5
ITEM NO.	07-03708.00 and 07-03709.00

THIS UTILITY RELOCATION AGREEMENT is made and entered into by and between the ***Lexington Fayette Urban County Government***, 200 East Main Street, Lexington, Kentucky 40507, hereinafter referred to as ***LFUCG***, and ***Kentucky Utilities,*** *500 Stone Road, Lexington, KY 40503*, hereinafter referred to as the ***KU***.

AGREEMENT PREMISES

1. The ***LFUCG***, in the interest of public safety and convenience, proposes to construct a shared-use path as part of the **Town Branch Trail Phase 4 & 5** project as shown by the ***LFUCG's*** survey and general plan sheets, which are hereby made a part of this Agreement.
2. The subject project was authorized by TC 10-1, Official Order Authorization No. **90157 000** and **90158 000**, dated **December 19, 2014**, subject to appropriate reimbursement by the Federal Highway Administration or ***LFUCG***, which as pertains to this Agreement is in the amount of **$82,225.00**.
3. "Reimbursable existing facilities," as defined herein, shall mean those existing facilities owned by ***KU*** that are currently located within a private right of way or

private easement, of which ***LFUCG*** has specifically requested relocation for purposes of completing the Town Branch Trail Phase 4 & 5 Project.

4. This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

   a. Exhibit A – Relocation Estimate

   b. Exhibit B – Relocation Plan

   c. Exhibit C – Listing of Total Reimbursable Work Proposed

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

5. The right of way for the proposed work for **Town Branch Trail Phase 4 & 5** will pass over and include certain ***KU*** reimbursable existing facilities constructed and now maintained by ***KU***.

6. The said reimbursable existing facilities will be relocated as designed by ***KU*** and shown on the ***LFUCG 's*** survey and general plan sheets.

7. The said reimbursable existing facilities may be relocated upon highway right of way, with restrictions, or upon other private right of way to be obtained by ***KU*** or obtained by the ***LFUCG*** and granted to ***KU***.

8. If required and applicable, the ***LFUCG*** will recommend approval of this project to the Federal Highway Administration for construction with funds apportioned to the ***LFUCG*** under the Federal Aid Highway Program, and Acts amendatory

thereof and supplementary thereto, including Subpart A of 23 Code of Federal Regulations (CFR) 645.

9. ***KU*** is authorized herein to make the necessary removal, alterations or adjustments of its existing facilities with ***KU***'s regular engineering, construction, and maintenance forces or through the services of a contractor or subcontractor, contingent upon the conditions enumerated in Section 10 of this Agreement. Said relocation of reimbursable existing facilities is to be reimbursed with ***one hundred percent (100%)*** of the costs to be borne by the ***LFUCG*** and ***zero percent (0%)*** of the costs to be borne by ***KU***.

10. If ***KU*** chooses to use a contractor or a subcontractor, ***KU*** is required to obtain prior ***LFUCG*** approval in writing pursuant to 23 CFR 645.109(a) and 23 CFR 645.115(a). The ***LFUCG*** reserves the right to refuse reimbursement for any and all costs associated with work performed by a contractor or subcontractor prior to their approval by the ***LFUCG***. The ***LFUCG*** is hereby held harmless from all actions taken by a contractor or subcontractor related to ***KU***'s failure to acquire said approvals. Said work is to be paid under a contract let by ***KU***, adhering to the cost share stipulations described herein.

The remainder of this page is intentionally left blank.

SCOPE OF AGREEMENT

In consideration of the premises, the parties agree as follows:

11. ***KU***, with its regular construction or maintenance personnel, and/or with a contractor or subcontractor approved by ***LFUCG*** prior to work performed, will furnish all construction labor, equipment and materials to make and complete all necessary adjustments of its reimbursable existing facilities to accommodate the proposed shared-use path construction as described in the attached relocation estimate (hereinafter "Exhibit A"), and which by this reference is hereby made a part of this Agreement. The relocation plan as designed by ***KU*** and shown on the ***Town Branch Trail Phase 4 & 5*** survey and general plan sheets is incorporated into this Agreement as "Exhibit B".

12. The total estimated cost of relocating reimbursable existing facilities is **$82,225.00**, as shown by the estimate in Exhibit A. If ***KU*** proposes to relocate additional, non-reimbursable existing facilities concurrently with the reimbursable existing facilities described in Exhibit A, costs for reimbursable existing facilities – including but not limited to design, mobilization/demobilization, traffic control, and unit relocation costs – shall be proportionate to the costs of the greater relocation work and approved by ***LFUCG*** prior to construction. Under no circumstance will ***LFUCG*** be responsible for or otherwise liable for any cost incurred from relocating non-reimbursable existing facilities.

13. If ***KU*** proposes to include betterment in this Agreement, including but not limited to additional relocation of non-reimbursable existing facilities, all work directly

pertaining to said betterment, if any, shall be detailed in Exhibit B and will not be reimbursed by ***LFUCG***.

14. The scope of work to be completed by ***KU*** and reimbursed by ***LFUCG*** under this Agreement is listed in Exhibit C, which is attached hereto and incorporated herein by reference.

15. Once ***KU*** receives the authorization by the ***LFUCG*** to begin work, ***KU*** estimates that it will take approximately ***thirty*** **(30)** working days to complete the relocation of the facilities.

16. ***KU*** shall submit any change orders necessary to the ***LFUCG*** for consideration and approval before initiation of the work detailed in said change order. A change order shall be considered in the event there is a change in the scope of work, extra work to be performed, or other major changes in the work covered by this Agreement. Said change order must be reasonably detailed and include proper itemizations from ***KU***, computed in accordance with the methods and procedures set forth in Subpart A of 23 CFR 645. If ***KU*** fails to obtain prior approval of a change order from the ***LFUCG***, the ***LFUCG*** has the right to refuse reimbursement of expenditures for such change order.

17. ***KU*** shall be reimbursed only for the cost of constructing the most economical type of facilities that satisfactorily meet the service requirements of the former facilities, previously located outside of public right of way. A certification to this effect shall be included in submittals for reimbursement for work performed and actual costs incurred.

18. On any relocation project, all work within the limits of the ***LFUCG***-owned right-of-way, whether by force account or contract, shall be done in accordance with the Cabinet's Standards, Specifications, and Standard Drawings. All traffic control will be in accordance with Part VI of the *Manual on Uniform Traffic Control Devices*. Backfilling and bedding, if required and/or necessary, will be performed in accordance with the most recent version of the Roadway Drainage Installations (RDI) section of the Cabinet's *Division of Highway Design Standard Drawings*. Surface restoration, if required, will be performed in accordance with details as shown in the most recent version of the Cabinet's Standard Specifications for Road and Bridge Construction and the *Permits Manual,* or as directed by the ***LFUCG's*** engineer.

19. On any relocation project, the vertical clearance of overhead utilities shall be a minimum of eighteen (18) feet or in no case less than the clearance required by the National Electric Safety Code, American National Standards Institute, Institute of Electrical & Electronic Engineers, Inc.

20. On any relocation project, the vertical clearance of overhead utilities crossing the interstate or other limited access highway, roadways, and ramps shall be a minimum of twenty-four (24) feet as determined by the ***LFUCG***, but in no case less than the clearance required by the National Electric Safety Code, American National Standards Institute, Institute of Electrical & Electronic Engineers, Inc.

21. The minimum depth for underground utilities on minor arterial routes is thirty six (36) inches under roadways, shoulders, ramps, and ditch lines and thirty (30)

inches in all other areas within right-of-way. Exceptions may be made where a lesser depth will not interfere with the highway maintenance or safety. Exceptions shall include an engineering study that will be prepared and submitted by the permittee and approved by the LFUCG's engineer.

The remainder of this page is intentionally left blank.

RESPONSIBILITIES OF LFUCG

22. The ***LFUCG*** will reimburse ***KU*** for the actual cost of the work of relocating reimbursable existing facilities upon presentation of invoices from ***KU***. ***KU*** will compute costs by and in accordance with the methods and procedures set forth in Subpart A of 23 CFR 645. The method of developing the relocation costs is found in 23 CFR 645.117.

23. Itemized bills from ***KU*** will be in detail form that will meet the approval of the LFUCG and the Federal Highway Administration.

Payments will be made on the following basis in accordance with 23 CFR 645.117:

Current Billings. ***KU*** may submit current billings reflecting the actual cost incurred during any given work period, in which case, the current billings will be paid within thirty (30) business days after receipt of same by the LFUCG.

Final Payment. Upon completion of all said work and the submission of final itemized invoices and as-built drawings, ***KU*** shall provide one final and complete billing of all remaining costs incurred, within one year following completion of the utility relocation work performed by ***KU*** pursuant to this Agreement, otherwise previous payments to the utility shall be considered final, except as agreed to between the LFUCG and ***KU***. The final billing will be forwarded for payment after review and approval of the Engineer and submitted to the Division of Engineering, it being understood, however, that the billings are subject to audit and verification by the KYTC, LFUCG and/or the Federal Highway Administration.

ADDITIONAL REQUIREMENTS

24. The ***LFUCG*** certifies that it is in compliance with the provisions of KRS 45A.695. "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The contractor, as defined in KRS 45A.030(9) agrees that the contracting agency, the Finance and Administration

Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, and the ***LFUCG*** shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this Agreement for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the Agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c). ***KU*** also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884

25. In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet and ***LFUCG*** shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004. (See attachment)

26. All records of ***KU*** pertaining to this project will be subject to inspection at any reasonable time by representatives of the ***LFUCG*** and/or the Federal Highway Administration, and shall be retained and maintained as prescribed in 23 CFR 645.117 (i)(3) and 49 CFR 18.42- *Retention and Access Requirements for Records.*

27. Execution of this Agreement and issuance of a ***LFUCG*** Permit number hereon is conditioned upon the acceptance of and agreement to the standard terms and

conditions of the Cabinet Encroachment Permit (TC99-1) form revision in effect at the time of the execution of this Agreement, and this Cabinet Encroachment Permit (TC99-1) form revision is made a part of this agreement by this reference.

28. The work of altering and maintaining ***KU***'s facilities covered by this Agreement, at any time after they have been relocated by ***KU*** as herein provided, shall be done by ***KU*** at its sole expense except as may otherwise be provided by law. Such work as is necessary to install, alter, service and maintain any facilities within the ***LFUCG***-owned right of way will be performed in accordance with policies and procedures prescribed by the Cabinet's Permits Manual and in such a manner as will ensure the safety of the general public. Access from the through-traffic roadways and ramps for maintenance or servicing of utility facilities located on the ***LFUCG***-owned right of way requires an encroachment permit except by permission of the District Engineer in an emergency situation.

29. ***KU*** shall comply with the 18 United States Code (U.S.C.) 874 Copeland "Anti-Kickback" Act as supplemented in Department of Labor regulations (29 CFR Part 3).

30. It is agreed by and between the parties hereto that 23 CFR 645 and supplements and amendments thereto form an essential part of this Agreement, and shall in no way be abrogated or superseded by the terms and provisions of this Agreement.

31. Limited to acts related to this Agreement, ***KU*** agrees to indemnify and hold harmless the ***LFUCG*** against any and all third-party claims, demands, obligations, or litigation, that result from: (1) any material breach of this

Agreement by ***KU***; (2) any and all negligent acts of ***KU***; and (3) any policy, procedure, or employment practice of ***KU*** violating applicable, Federal, State, or local laws.

32. ***KU*** shall maintain adequate protection of all work from damage and shall protect the ***LFUCG's*** property from injury or loss arising in connection with this Agreement. ***KU*** shall make good any such damage, injury or loss, except such as may be directly caused by agents or employees of the ***LFUCG***. ***KU*** shall adequately protect adjacent property as provided by law and this Agreement.

33. ***KU*** shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of Federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. ***KU*** shall comply with all applicable Federal and State Occupational Safety and Health Administration (OSHA) standards including 23 CFR 634 and Kentucky Revised Statutes (KRS) Chapter 338.

34. KRS 45A.480 requires ***KU*** to comply with the ***LFUCG's*** requirements pertaining to workers' compensation insurance and unemployment insurance. By execution of this agreement, ***KU*** agrees that all contractors and subcontractors employed, or to be employed in connection with this Agreement shall be in compliance with Kentucky requirements for Workers' Compensation Insurance KRS Chapter 342 and Unemployment Insurance KRS Chapter 341.

35. By execution of this Agreement, ***KU*** is agreeing that the scope of this Agreement shall be in compliance with all applicable Federal, State and local laws, regulations and mandates. Compliance as described herein includes, but not exclusively, environmental regulations such as: Section 306 of the Clean Air Act (42 U.S.C. 1857(h)); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; and Environmental Protection Agency regulations (40 CFR Part 15).

36. To the extent applicable to this agreement, ***KU*** shall comply with the Buy America requirements (as specified in 23 U.S.C. 313 and 23 CFR 635.410) if the utility work uses any amount of Federal Aid Highway Program (FAHP) funding. ***KU*** is not required to change its existing standards for materials as long as the Buy America requirements are met. Buy America requirements take precedence over regulations pertaining to the accommodation or relocation of ***KU's*** facilities (as specified in 23 CFR 645) on contracts or agreements involving FAHP funding and over regulations which allow ***KU*** to furnish materials from company stock (as specified in 23 CFR 645.117(e)). Company stock materials that do not meet Buy America requirements may not be permanently incorporated into an FAHP funded project. ***KU*** must provide a definitive statement that all products, permanently incorporated into the project are covered under the Buy America requirements. This requirement is fulfilled via proper signature and submission of the statement of charges form. In some circumstances, a waiver of the Buy America requirements may be granted by the Federal Highway Administration, to

be determined on a project-by-project basis. If the accommodation or relocation of ***KU's*** facilities uses only State or local funding, the Buy America requirements do not apply.

37. The Commonwealth of Kentucky and the ***LFUCG*** are prohibited from contracting with firms that utilize the services of illegal immigrants in the performance of a contract of goods, services or construction purposes and the performance of a contract with the Commonwealth. By execution of this Agreement, ***KU*** agrees not to hire any illegal immigrants itself and to take commercially reasonable measures to ensure that its contractors and their subcontractors not utilize the services of illegal immigrants.

38. The ***LFUCG*** may terminate this Agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the Agreement. The state agency shall provide the contractor thirty (30) calendar days written notice of termination of the Agreement.

39. The ***LFUCG*** reserves the right in its sole discretion to demand that ***KU*** and all subcontractors immediately cease any portion of, or all further work undertaken within the scope of work of this agreement. Any authorized services performed, materials used or installed to the satisfaction of the ***LFUCG*** before the demand to cease any or all further work shall be paid in accordance with the terms of the section entitled "Responsibilities of the LFUCG". The ***LFUCG*** shall thereafter

authorize ***KU*** in writing to undertake only minimal, reasonable and necessary additional work or services and acquire, expend, use or install only minimal, reasonable and necessary additional materials to reestablish the original use and function of their facility.

40. ***KU*** affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any Agreement awarded. ***KU*** shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Agreement. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

41. This Agreement shall be governed by and shall be construed in accordance with the laws of the Commonwealth of Kentucky. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

The remainder of this page is intentionally left blank.

AGREEMENT EXECUTION

By the execution of this Agreement, the Parties warrant that they have fully read this Agreement, and agree to the terms and conditions. ***KU*** warrants that the reimbursable existing facilities identified have been verified, said facilities must be relocated due to the referenced LFUCG project, and the relocation of said facilities are reimbursable as defined in KRS 179.265. The LFUCG warrants that all reimbursable costs invoiced will be paid as defined herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers.

This the _____ day of _____ 2013.

LFUCG APPROVALS

Approval of the Division of Engineering

SIGNATURE: _____
Doug Burton, Division Director

Approval of the LFUCG

SIGNATURE: _____
Linda Gorton, Mayor

DATE: _____

Approved Form and Legality

SIGNATURE: _____

DATE: _____
Office of Legal Services

Approval of ***Kentucky Utilities***

SIGNATURE: Richard Compton DATE: 7/14/2025

TITLE: Manager - Engineering

Steven L. Beshear
Governor

Commonwealth of Kentucky
Finance and Administration Cabinet
OFFICE OF THE SECRETARY
Room 383, Capitol Annex
702 Capital Avenue
Frankfort, KY 40601-3462
(502) 564-4240
Fax (502) 564-6785

Lori H. Flanery
Secretary

SECRETARY'S ORDER 11-004

FINANCE AND ADMINISTRATION CABINET

Vendor Document Disclosure

WHEREAS, in order to promote accountability and transparency in governmental operations, the Finance and Administration Cabinet believes that a formal review process should be created whereby the Finance and Administration Cabinet would provide oversight and direction to an agency of the Commonwealth that is in a dispute with a vendor regarding documents that it believes are being improperly withheld by the vendor and are necessary to conduct a thorough review of the vendor's activities pursuant to said contract; and

WHEREAS, KRS 42.014 and KRS 12.270 authorizes the Secretary of the Finance and Administration Cabinet to establish the internal organization and assignment of functions which are not established by statute relating to the Finance and Administration Cabinet; further, KRS Chapter 45A.050 and 45A.230 authorizes the Secretary of the Finance and Administration Cabinet to procure, manage and control all supplies and services that are procured by the Commonwealth and to intervene in controversies among vendors and state agencies; and

NOW, THEREFORE, pursuant to the authority vested in me by KRS 42.014, KRS 12.270, KRS 45A.050, 45A.230, and 200 KAR 5:314, I, Lori H. Flanery, Secretary of the Finance and Administration Cabinet, do hereby order and direct the following:

I. Upon the filing of a Petition for Determination with the Finance and Administration Cabinet by an agency of the Commonwealth, the Finance and Administration Cabinet ("FAC") shall formally review any dispute arising where the agency has requested documents from a vendor that holds a state contract and the vendor has refused access to said documents under a claim that said documents are not directly pertinent or relevant to the agency's inquiry upon which the document request was predicated.

II. Upon the filing of a Petition for Determination from an agency of the Commonwealth, the FAC shall formally review any situation where the agency has requested documents that the agency deems necessary to conduct audits,

investigations or any other formal inquiry and a dispute has arisen as to what documents are necessary to conclude the inquiry.

III. Upon the filing of a Petition for Determination by an agency of the Commonwealth pursuant to Section I or Section II, the FAC shall consider the request from the Executive Branch agency and the position of the vendor or party opposing the disclosure of the documents, applying any and all relevant law to the facts and circumstances of the matter in controversy. After FAC's review is complete, FAC shall issue a Determination which sets out FAC's position as to what documents and/or records, if any, should be disclosed to the requesting agency. The Determination shall be issued within 30 days of receipt of the request from the agency. This time period may be extended for good cause.

IV. If the Determination concludes that documents are being wrongfully withheld by the vendor or other party opposing the disclosure from the state agency, the private vendor shall immediately comply with the FAC's Determination. Should the vendor or other party refuse to comply with FAC's Determination, then the FAC, in concert with the requesting agency, shall pursue any and all options that it possesses to obtain the documents in question, including, but not limited to the following:

a. Initiating discussions with the vendor to obtain the documents determined to be necessary for the inquiry;
b., Terminating the vendor's contract; or
c. Filing an action jointly or singularly against the vendor in a court of appropriate jurisdiction to obtain a court order mandating the disclosure of the documents determined to be necessary for the inquiry.

V. Any provisions of any prior Order that conflicts with the provisions of this Order shall be deemed null and void.

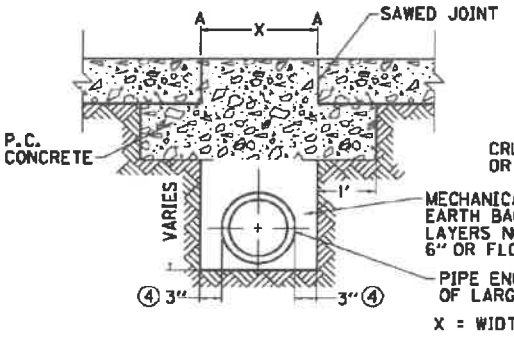
THIS ORDER SHALL BECOME EFFECTIVE UPON EXECUTION.

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF TRAFFIC
TYPICAL HIGHWAY BORING CROSSING DETAIL

TC 99.13
REV 2/95

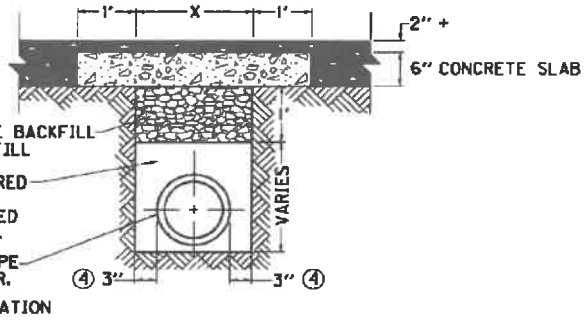
SURFACE RESTORATION METHODS

CONCRETE PAVEMENT



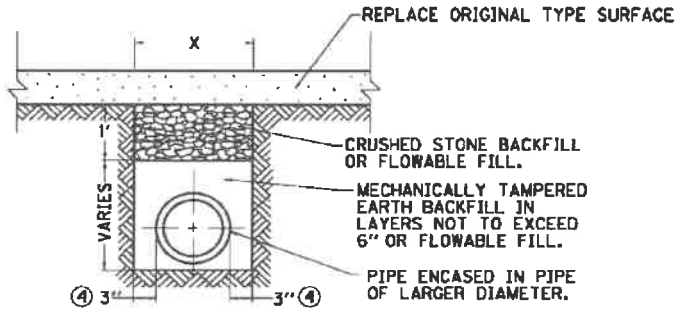
REPLACE CONCRETE PAVEMENT WITH NEW PAVEMENT SAME THICKNESS OF EXISTING PAVEMENT.

BITUMINOUS SURFACING 2"+



REPAVE BITUMINOUS PAVEMENT WITH THE SAME TYPE AND DEPTH AS EXISTING PAVEMENT.

BITUMINOUS SURFACE LESS THAN 2" AND TRAFFIC BOUND MACADAM



NOTES:

1. DISTANCE FROM POINTS "A" (CONCRETE PAVEMENT) TO NEAREST JOINT OR BREAK IN PAVEMENT MUST BE SIX (6) FEET OR MORE. IF LESS THAN SIX (6) FEET, REMOVE PAVEMENT TO JOINT OR BREAK AND REPLACE ENTIRE SLAB.
2. CONCRETE SLAB UNDER BITUMINOUS SURFACE TO EXTEND TWELVE (12) INCHES ON EACH SIDE OF TRENCH.
3. AN APPROVED JOINT SEALER TO BE APPLIED BETWEEN NEW AND EXISTING PAVEMENT.

④ 3" MIN. EACH SIDE OF PIPE WITH USE OF FLOWABLE FILL.

KENTUCKY UTILITIES

Customer Quotation

WR # 7673734 Date: 06/16/2025 Time: 01:04 PM

Design Revision #: 1

Premise No:

WR Name: LFUCG - TOWNBRANCH TRAIL #4 & #5 - 3PH OH RELOCATION Quote Number: 7673734-1

Job Address: WASTEWATER TREATMENT Quote Date: 06/16/2025

LEXINGTON KY

Description: EN PUBLIC WORKS

Description	Quantity	Unit Cost	Refundable?	Cost
OH Facilities Relocation	1	82225	No	82225.00
				82225.00
			Total Tax:	0.00
			TOTAL INCLUDING TAX:	82225.00
			Total Refundable:	0.00
			Total Non-Refundable:	82225.00

The following costs allocate the Total Charges based on percentages from the current estimate for the work request

Project	Task	Expense Type	Cost
APBWK315		0676	82225.00
		Total:	82225.00

Comments: Cost to LFUCG for line relocation to accommodate Town Branch Trail Sec 4 and 5. Poles located on private right of way.
15 new poles to be set for relocation and ~750 linear feet of 3Ø 2/0ACSR and 2ACSR neutral conductor to be installed.

Prepared By: WASKEY, MILES

Approved By: _____ Date: 6/16/25

The costs of services provided by KU are an estimate and are valid for 90 days from the quote date.

KU reserves the right to bill on a cost plus overhead basis where significant additional costs are apparent.

KU PLAN
6.25.25

FAYETTE 7-3708.00
7-3709.00 RI

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

PLANS OF PROPOSED PROJECT

TOWN BRANCH TRAIL – SEGMENT 4 & 5

LEXINGTON

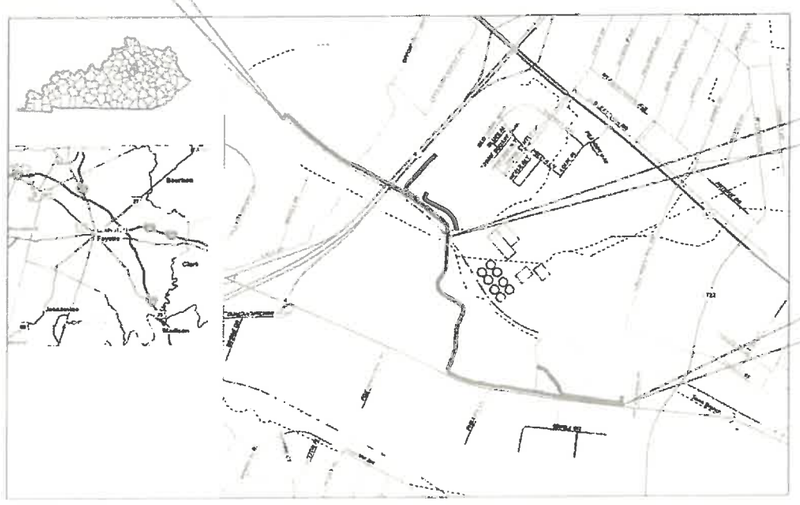
INDEX OF SHEETS

SHEET NO.	DESCRIPTION
P1	
P2 P2C	
P2D P2E	
P2F	
P3 - P21	
P22	
P23 P34	

LAN SC P LAND

OS

BEGIN TOWN BRANCH TRAIL
CONST. STA. 400+00.00



STA. 429+03.73
2 SPAN TRUSS
BRIDGE LOCATION

END TOWN BRANCH TRAIL
CONST. STA. 472+28.54

RM32594\LAYOUT_TOWNAR.DGN

UTILITIES CONTACTS

WATER

John Magner
Kentucky-American Water Company
2300 Richmond Road
Lexington, Kentucky 40502
(859) 268-6349
John.Magner@amwater.com

POWER

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Kentucky Utilities Company
500 Stone Road
Lexington, Kentucky 40503
(859) 367-4263
Miles.Waskey@lge-ku.com

CABLE

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Spectrum-Charter
2544 Palumbo Drive
Lexington, Kentucky 40509
(859) 759-4061
John.Oram@charter.com

GAS

Davi Lemons
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2001 Mercer Road
Lexington, Kentucky 40512
(859) 288-0249
DNLemons@misource.com

SANITARY & STORM SEWER

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LFUCG - Water Quality
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Lexington, Kentucky 40511
(859) 425-2400
CDent@lexingtonky.gov

TRAFFIC

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LFUCG - Traffic Engineering
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JNeal@lfucg.com

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Lexington, Kentucky 40505
(859) 357-6209
steve.johnson@windstream.com

Lisa Clark
Crown Castle
10300 Ormsby Park Place, Suite 501
Louisville, Kentucky 40223
(810)-223-3780
Lisa.Clark@crowncastle.com

Frank Ambrose
ATT
894 E Main St Ext.
Georgetown, Kentucky 40324
502-867-8240
FA2207@att.com

DESIGN CRITERIA

CLASS OF HIGHWAY MULTI USE TRAIL
TYPE OF TERRAIN ROLLING

GEOGRAPHIC COORDINATES

LATITUDE 38 DEGREES 03 MINUTES 47 SECONDS NORTH
LONGITUDE 84 DEGREES 32 MINUTES 00 SECONDS WEST

DESIGNED

% RESTRICTED SD
LEVEL OF SERVICE
MAX. DISTANCE W/O PASSING

LAYOUT MAP

20

TOWN BRANCH TRAIL	TOWNLEY CENTER CONNECTOR	TREATMENT PLANT SERVICE ROAD	FRONTAGE ROAD
6879.5 LIN. FT. 1.3029	869.7 0.1647 LIN. F	0.2225	1223.4 LIN 0.232 MILE
		T INCL E	
349 H FT	B ID	BRIDGES	

BEFORE YOU DIG

The contractor is instructed to call 1-800-752-6007 to reach KY 811, the one-call system for information on the location of existing underground utilities. The call is to be placed a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor should be aware that owners of underground facilities are not required to be members of the KY 811 one-call Before-U-Dig (BUD) service. The contractor must coordinate excavation with the utility owners, including those whom do not subscribe to KY 811. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the area.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

ITEM NO. 7-3708.00 & 7-3709.00

PROJECT NUMBER:

LETTING DATE:

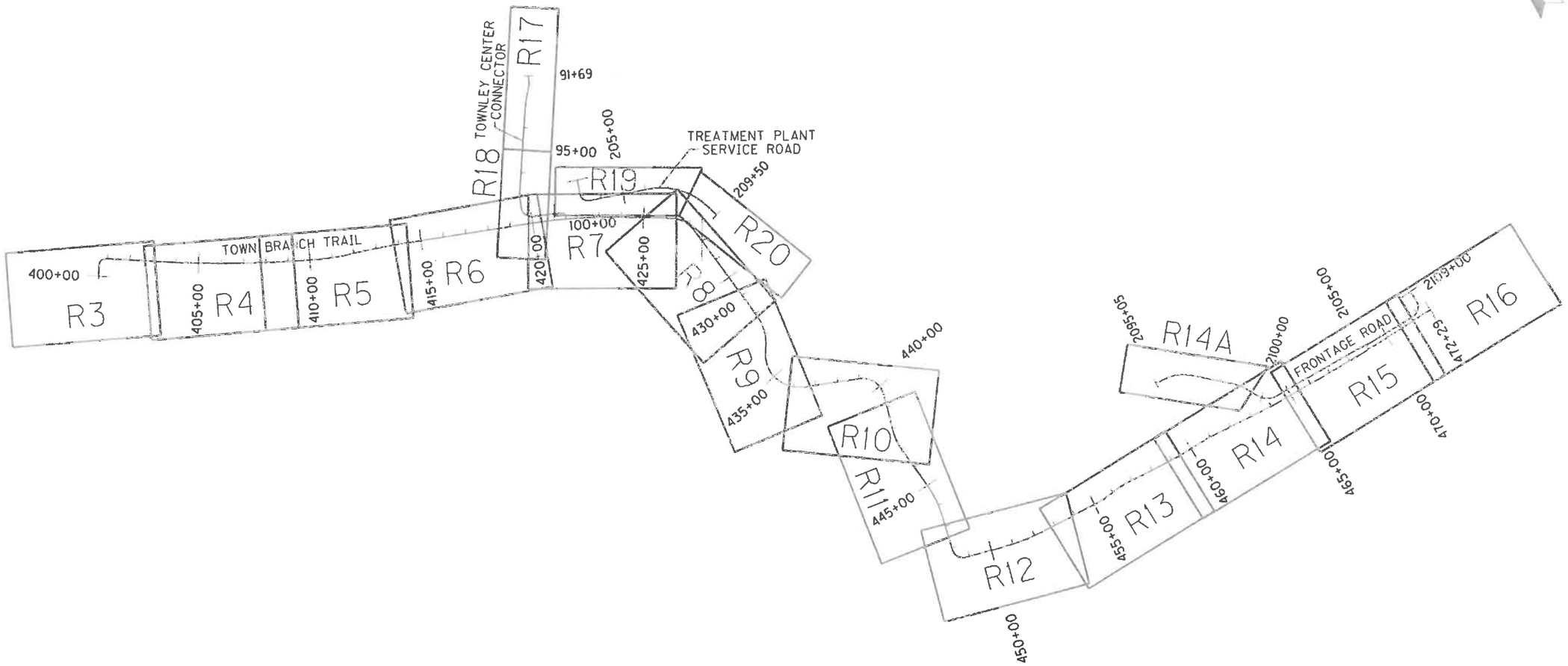
PREPARED BY
PALMER ENGINEERING COMPANY

STATE OF KENTUCKY
STEPHEN D. SEWELL
24030
LICENSED PROFESSIONAL ENGINEER

6/8/2021

AS APPROVED DATE

FAYETTE	7-3708.00 7-3709.00	RIA	



SCALE: 1"=200'

TOWN BRANCH TRAIL
SCHEMATIC LAYOUT

OF	NO.
FAYETTE	7-3708.00 7-3709.00 R5

408+00 409+00 410+00 411+00 412+00 413+00 414+00

LT. STA. 408+00 TO LT. STA. 411+50
CONST. 350 L.F. WOOD PLAN FENCE

COMMONWEALTH OF KENTUCKY
DEPT OF EDUCATION
DIV OF VOC EDUCATION
D.B. 1134, PG. 306

LT. STA. 411+54.5 TO LT. STA. 411+93.5
CONST. 39 L.F. BARRIER HEADER CURB

LT. STA. 412+06.5 TO LT. STA. 414+00
CONST. 193.5 L.F. BARRIER HEADER CURB

LT. STA. 411+54.5 TO LT. STA. 414+00
245.5 LF SAWCUT PAVEMENT

MATCHLINE STA. 408+00

408+05.
30.00 LT.

24" FORCE SAN

PROP EASEMENT

WL ELEV 879.62

I/E 881.85

WL ELEV 881.04

PT 409+89.57

PC 410+31.84

FC 411+54.5
20.4' LT.

FC 411+93.5
10.5' LT.

FC 412+25
15' LT.

FC 412+06.5
10.5' LT.

TEMP EASEMENT

PT 413+43.11

FC 414+00
15' LT.

412+61
L4

414+00
L

MATCHLINE STA. 414+00

I/E 884.48

S 64°30'42" E

S 55°56'21" E TOWN BRANCH TRAIL

O/E 879.99

TRIPLE 24" PIPE

O/E 881.00

10' 01.95
3.8%

WL ELEV 880.86

O/E 884.38

PT 411+81.46

C 412+73.67

CSX R.J. CORMAN RAILROAD

E 1ST FCR

413+27.17

SAN

PI STA. 413+43.11
Δ= 3°58'37" RT.
T= 69.44'
L= 138.82'
R= 2000'
E= 1.21'
e= 2.00%
Runoff= See Sections
Runout= See Sections

20'
SCALE: 1"= 20'

HANDRAIL CONSTRUCTION CHART		
LT. OR RT.	STATION TO STATION	HANDRAIL
RT.	408+00 TO 409+00	100

THE DRAINAGE PATTERNS AND THE CHARACTER OF FLOW WERE NOT ALTERED ON THE RAILROAD RIGHT OF WAY OR IN THE DITCHES AND DRAINAGE STRUCTURES

PI STA. 411+06.79
Δ= 8°34'21" LT.
T= 74.95'
L= 149.62'
R= 1000'
E= 2.80'
e= 2.00%
Runoff= See Sections
Runout= See Sections

DITCH CONSTRUCTION CHART								
LT	RT	MED	STA. TO STA.	TYPE	QUANTITY	DEPTH	THICKNESS	DITCH
X			408+00 to 408+75	TRM TY I	83 SY	1.00		2' F.B.
X			408+75 to 409+50	TRM TY I	67 SY	1.00		V
	X		408+07 to OUTFALL	CLASS II	7 TON	1.00	1.25	2' F.B.
	X		408+65 to INLET	CLASS II	5 TON	1.50	1.25	6' F.B.
	X		408+65 to OUTFALL	CLASS II	10 TON	1.50	1.25	6' F.B.
	X		412+00 to OUTFALL	CLASS II	19 TON	1.00	1.25	8' F.B.
	X		412+10 to 414+00	ECB	169 SY	1.00		V

SHEET TOTALS STA. 408+00 TO 414+00					
R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	544	48

L 200.00'
SD 618'
K 14.9

STA. 408+07 EXTEND EXISTING 24" PIPE CULVERT

FLOOD DATA			
	STORM (YR)	RUNOFF (cfs)	HEADWATER ELEV (ft)
DESIGN	25	34	884.27
CHECK	100	41	884.51

EXIST 48" CMP
Elev. 885.43

VPI 408+87.40
Elev. 884.58

STA. 409+65 CONST. TRIPLE 24" PIPE CULVERT

FLOOD DATA			
	STORM (YR)	RUNOFF (cfs)	HEADWATER ELEV (ft)
DESIGN	25	96	883.18
CHECK	100	113	884.68

0.90%

PVC 411+10.00
Elev. 887.12

VPI 411+60.00
Elev. 887.57

STA. 411+60.00 CONST. TRIPLE 24" PIPE CULVERT

FLOOD DATA			
	STORM (YR)	RUNOFF (cfs)	HEADWATER ELEV (ft)
DESIGN	25	21.7	885.92
CHECK	100	26.9	886.10

-0.248%

PVT 412+10.00
Elev. 887.40

100.00'
SD 914'
K 40

SCALE: 1" = 20' HORIZONTAL
1" = 4' VERTICAL

884.83 882.7 884.86 884.92 881.9 885.00 882.5 885.11 885.25 885.41 883.2 885.59 885.77 884.2 885.95 884.6 886.13 884.2 886.31 886.49 885.0 886.67 885.4 886.85 885.1 887.03 884.4 887.20 884.4 887.33 887.41 887.44 884.6 887.42 887.36 884.4 887.29 887.22 887.15 885. 887.08 886.73 886.80 886.87 885.5 886.94 887.01

408+00 408+20 408+40 408+60 408+80 409+00 409+20 409+40 409+60 409+80 410+00 410+20 410+40 410+60 410+80 411+00 411+20 411+40 411+60 411+80 412+00 412+20 412+40 412+60 412+80 413+00 413+20 413+40 413+60 413+80 414+00

TOWN BRANCH TRAIL
STA. 408+00 TO STA. 414+00
PLAN & PROFILE SHEET

FILE NAME: C:\PW_WORKDIR\WF
USER: jones-f
DATE PLOTTED: December 5, 2024
NAME:

FAYETTE	7-3708.00 7-3709.00	R6

LT. STA. 414+00 TO LT. STA. 416+00
SAWCUT PAVEMENT

LT. STA. 414+00 TO LT. STA. 416+00
CONST. 200 L.F. BARRIER HEADER CURB

P 3

COMMONWEALTH OF KENTUCKY
DEPT OF EDUCATION
DIV OF VOC EDUCATION
D.B. 1134, PG. 306

414+00 415+00 416+00 417+00 418+00 419+00 420+00

NEW CIRCLE ROAD

NEW CIRCLE ROAD

TEMP EASEMENT

FC 414+00
15' LT.

FC 415+50
15' LT.

415+30
L15

PROP. EASEMENT

WL ELEV
884.57

WL ELEV
885.03

WV TOWN BRANCH TRAIL

S 61°32'05" E

MATCHLINE STA. 414+00

MATCHLINE STA. 420+00

414+12.49

419+55.49

SEE SHEET R18

MATCHLINE STA. 97+50

97+56
R61

TEMP EASEMENT

Δ = 89°21'39" LT.
T = 44.50'
L = 70.18'
R = 45.00'
E = 18.29'
C = NC

TOWNLEY CENTER COURT TOP

97+55.50
10.00'

97+65.00
-15.00

98+12.00
-15.00

98+00.95

890.38

WL ELEV
882.76

O/E 889.60

E IST ROW

FO ELEV
886.60

ABANDONED

BRIDGE PIERS

BRIDGE

SAN

MANHOLE RIM
O/E 884.04

CSX / R.J. CORMAN RAILROAD

419+10
R80

SCALE: 1" = 20'

DITCH CONSTRUCTION CHART

LT	RT	MED	STA.	TO	STA.	TYPE	QUANTITY		DEPTH	THICKNESS	DITCH
	X		414+00	to	415+00	ECB	89	SY	1.00		V
	X		416+17	to	OUTFALL	CLASS II	8	TON	1.00	1.25	4' F.B.
X			416+17	to	INLET	CLASS II	9	TON	1.00	1.25	2' F.B.
X			418+85	to	INLET	CLASS II	11	TON	1.00	1.25	2' F.B.
	X		418+85	to	OUTFALL	CLASS II	4	TON	1.00	1.25	2' F.B.
X			418+90	to	419+00	TRM TY I	9	SY	1.00		2' F.B.
X			419+00	to	420+00	ECB	78	SY	1.00		V
	X		97+50	to	98+25	TRM TY I	67	SY	1.00		V

HANDRAIL CONSTRUCTION CHART

LT. OR RT.	STATION TO STATION	HANDRAIL
LT.	97+50 to 420+00	176'

THE DRAINAGE PATTERNS AND THE CHARACTER OF FLOW WERE NOT ALTERED ON THE RAILROAD RIGHT OF WAY OR IN THE DITCHES AND DRAINAGE STRUCTURES

SHEET TOTALS STA. 414+00 TO 420+00

R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	460	505

L 50.00'
SD 6"
K 6

PVC 415+10.11
Elev. 886.35

PVT 415+60.31
Elev. 886.61

VPI 415+35.3

VPI 416+

-1.34%

.000%

0.166%

ST. 416+17 CLNST.

L 40.0'
SD 15"
K

DOUBLE DBL LT.

PVT 416+55.18

FLOOD DATA

	STORM (YR)	RUNOFF (cfs)	HEADWATER ELEV ft
DESIGN	25	15.6	889.94
CHECK	100	19.4	890.24

VPI 418+00.73
Elev. 894.57

PVT 418+64.18
Elev. 892.

L 50.00'
SD 12"
K 8

PVI 418+38.23

-3.045%

STA. 418+85 CLNST.
24" PIPE CULVERT
PI 418+81.98
Elev. 891.85

PVT 419+14.18
Elev. 892.13

.00'
374'
23

FLOOD DATA

	STORM (YR)	RUNOFF (cfs)	HEADWATER ELEV ft
DESIGN	25	10	892.03
HI K	100	13	892.36

SCALE: 1" = 20' HORIZONTAL
1" = 4' VERTICAL

904 900 896 892 888 884 880 876 872

886.73 886.67 886.60 886.53 886.46 886.39 886.40 886.98 888.24 889.84 891.44 893.02 894.06 894.33 894.37 894.40 894.43 894.47 894.50 894.47 894.28 893.91 893.37 892.76 892.30 892.35 892.90 893.60 894.30 895.01 895.71

414+00 414+20 414+40 414+60 414+80 415+00 415+20 415+40 415+60 415+80 416+00 416+20 416+40 416+60 416+80 417+00 417+20 417+40 417+60 417+80 418+00 418+20 418+40 418+60 418+80 419+00 419+20 419+40 419+60 419+80 420+00

TOWN BRANCH TRAIL
STA. 414+00 TO STA. 420+00
PLAN & PROFILE SHEET

FAYETTE 7-3708.00 7-3709.00 R7

SEE SHEET R19

HANDRAIL CONSTRUCTION CHART

LT. OR RT.	STATION TO STATION	HANDRAIL
LT.	421+75 TO 426+00	425'
RT.	420+50 TO 426+00	550'

PI STA. 99+77.49
Δ= 92°05'01" RT.
T= 15.56'
L= 24.11'
R= 15.00'
E= 6.61'
e= NC

PI STA. 422+15.71
Δ= 10°45'23" RT.
T= 260.22'
L= 518.90'
R= 2764.00'
E= 12.22'
e= 2.00%
Runoff= See Sections
Runout= See Sections

TREATMENT PLANT SERVICE ROAD
TOWNLEY CENTER CONNECTOR
TOWN BRANCH TRAIL
TEMP EASEMENT
ABANDONED
CSX R.J. CORMAN RAIL ROAD
TRIPLE 36" PIPE
MATCHLINE STA. 420+00
MATCHLINE STA. 426+00
PC 99+61.94
PT 99+86.04
PT 422+15.71
POE 100+00.00
PT 424+74.40
PC 206+16.14
S 60°32'05" E
S 49°46'42" E
S62° 34'38"E
203+84 R12
98+95 L97
99+67.77 -28.62
99+70.00 -55.00
421+80.00 -25.00
424+00.00 -37.00
423+00.00 60.00
421+19.75 28.89
I/E 891.33
I/E 889.50
O/E 891.16
2' F.B. DT.
4' F.B. DT.
18" W.
10" FORCE MAIN

SCALE: 1" = 20'

DITCH CONSTRUCTION CHART

LT	RT	MED	STA.	TO	STA.	TYPE	QUANTITY	DEPTH	THICKNESS	DITCH
	X		98+28	to	98+50	TRM TY I	20 SY	1.00		V
	X		98+50	to	98+75	TRM TY I	28 SY	1.00		2' F.B.
X			420+00	to	421+00	ECB	89 SY	1.00		V
	X		421+75	to	422+85	ECB	98 SY	1.00		2' F.B.
	X		203+70	to	OUTFALL	CLASS II	9 TON	1.00	1.25	2' F.B.
	X		422+85	to	425+95	ECB	379 SY	1.00		2' F.B.
		X	203+00	to	203+84	ECB	75 SY	1.00		2' F.B.
		X	423+96	to	425+90	TRM TY I	280 SY	1.50		4' F.B.

SHEET TOTALS STA. 420+00 TO 426+00

R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	18.547	50

THE DRAINAGE PATTERNS AND THE CHARACTER OF FLOW WERE NOT ALTERED ON THE RAILROAD RIGHT OF WAY OR IN THE DITCHES AND DRAINAGE STRUCTURES

L 100.0'
SD 230
K 30.0
PVT 420+25.10
Elev. 896.51

3.50%

PVC 425+92.50
Elev. 916.47
L 135.00'
SD 526'
K 51
STA. 426+00 CONST. DOUBLE 36" PIPE CULVERT

FLOOD DATA

	STORM (YR)	RUNOFF (cfs)	HEADWATER ELEV ft
DESIGN HW K	25	79	893.45
	100	100	894.89

SCALE: 1" = 20' HORIZONTAL
1" = 4' VERTICAL

TOWN BRANCH TRAIL
STA. 420+00 TO STA. 426+00
PLAN & PROFILE SHEET

FILE NAME: c:\pw w\hw01r\jamc-f\1mc22597\r007opl.
DATE PLOTTED: December 6, 2024

FAYETTE 7-3708.00 7-3709.00 R8

N

427+00 428+00 429+00 430+00 431+00

PT 427+08.43

427+08.00 -69.00

2' F.B. DI

GATE

428+10.55 -40.76

427+96.65 30.00

428+ 5.51 30.00

CSX R.R. COMPANY RAILROAD

TEMP EASEMENT

S 02°14'12" W

TOWN BRANCH TRAIL

MATCHLINE STA. 431+00

S 49°46'42" E

PI 426+83.55

PT 427+36.04

PC 426+22.56

MATCHLINE STA. 426+00

PI STA. 426+83.55
Δ= 52°00'55" Rt.
T= 60.99'
L= 113.48'
R= 125.0'
E= 14.0'
e= 2.0%
Run off= See Sections
R out= See Sections

DRAINAGE PATTERNS NOR THE CHARACTER OF FLOW WERE NOT ALTERED ON THE RAILROAD RIGHT OF WAY OR IN THE DITCHES AND DRAINAGE STRUCTURES

EMBANKMENTS ARE REQUIRED TO BE CONSTRUCTED AS SHOWN ON PLANS AND CROSS SECTIONS PER THE LOMAR COMMITMENTS. CONTRACTOR SHALL VERIFY IN FIELD DURING PLACEMENT AND COMPACTION.

HANDRAIL CONSTRUCTION CHART

LT. OR RT.	STATION TO STATION	HANDRAIL
LT.	426+00 TO 427+30	130'
RT.	426+00 TO 427+30	130'

SCALE: 1"= 20'

DITCH CONSTRUCTION CHART

LT	RT	MED	STA. TO STA.	TYPE	QUANTITY	DEPTH	THICKNESS	DITCH
	X		426+00 to OUTFALL	CLASS II	14 TON	2.00	1.25	8' F.B.
X			426+00 to INLET	CLASS II	40 TON	1.50	1.25	6' F.B.
X			426+06 to 427+10	ECB	92 SY	1.00		2' F.B.

SHEET TOTALS STA. 426+00 TO 431+00

R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	13.735	13

ACCESS TO PUMP STATION TO BE MAINTAINED ALONG ACCESS ROAD AT STA 429+80

32' TO TRAIL GRADE 27' CLEARANCE

1.150%

VPI 426+61.00 Elev. 918.44

PVT 427+27.51 Elev. 919.62

L 35.00 S 526 57'

FLOOD DATA

	STORM (YR)	RUNOFF (cfs)	HEADWATER ELEV (ft)
DESIGN	25	79	893.45
H K	100	100	894.89

36" PIPE CULVERT

SCALE: 1" = 20' HORIZONTAL
1" = 8' VERTICAL

TOWN BRANCH TRAIL
STA. 426+00 TO STA. 431+00
PLAN & PROFILE SHEET

COUNT		SHEET NO
FAYETTE	7-3708.00 7-3709.00	R19

242

PUB 202+25.00

PI STA. 203+25.76
Δ= 90°01'38" LT.
T= 40.02
L= 62.85
R= 40.00
E= 16.58
e= NC

PC 202+85.74
PT 203+48.59
S27°27'00"W

203+8 R12

203+00

204+00

204+51 L12

205+00

206+00

209+2 L9

207+00

207+30 L32

208+00

TREATMENT PLANT SERVICE ROAD

S62°14'38"E

PI STA. 207+66.43
Δ= 54°47'20" RT.
T= 150.29
L= 277.31
R= 290.00
E= 36.63
e= NC

PC 206+16.14

MATCH LINE

SEE SHEET R7

SCALE: 1" = 20'

DITCH CONSTRUCTION CHART

LT	RT	MED	STA. TO STA.	TYPE	QUANTITY	DEPTH	THICKNESS	DITCH
X			202+85 to 203+75	ECB	100 SY	1.00		2 F.B.
X			204+00 to 206+93	ECB	456 SY	1.50	1.25	2 F.B.
X			207+00 to INLET	CLASS II	15 TON	2.50		6 F.B.
X			207+07 to 207+85	TRM TY 1	87 SY	1.00	1.25	2 F.B.
	X		207+00 to OUTFALL	CLASS II	71 TON	2.00		6 F.B.

SHEET TOTALS P.O.B. TO STA. 208+00

R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	2125	48

VPI 202+25.00 Elev. 894.94

VPI 206+50.00 Elev. 895.54

PVC 206+10.00 Elev. 895.48

PVT 204+90.00 Elev. 894.90

L 80.00'
SD 580'
K 40

-1.65%

+1.14%

SCALE: 1" = 20' HORIZONTAL
1" = 4' VERTICAL

912 908 904 900 896 892 888 884 880

894.96 894.99 895.02 895.05 895.07 895.10 895.13 895.16 895.19 895.22 895.24 895.27 895.30 895.33 895.36 895.38 895.41 895.44 895.47 895.49 895.41 895.24 894.97 894.61 894.24 893.87 893.50 893.12 892.75

202+00 202+20 202+40 202+60 202+80 203+00 203+20 203+40 203+60 203+80 204+00 204+20 204+40 204+60 204+80 205+00 205+20 205+40 205+60 205+80 206+00 206+20 206+40 206+60 206+80 207+00 207+20 207+40 207+60 207+80 208+00

TOWN BRANCH TRAIL-SERVICE RD
P.O.B. TO STA. 208+00
PLAN & PROFILE SHEET

FAYETTE	7-3708.00 7-3709.00	R20	

209+00

BOLLARD

BOLLARDS

MATCHLINE STA. 208+00

S7°47'18"E

POE

209+66
R34

208+93.48

GATE

427+08.0
-69.00

50.0

UTILITY POLE

428+9
L70

428+10.55
-40.76

427+96.65

SEE SHEET R8

DITCH CONSTRUCTION CHART

LT	RT	MED	STA. TO STA.	TYPE	QUANTITY	DEPTH	HICKNESS	DITCH
X			208+50 to 209+30	ECB	71 SY	1.00		V

SCALE: 1"= 20'

SHEET TOTALS STA. 208+00 TO P.O.E.

R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	19	382

TREATMENT PLANT SERVICE ROAD TOTALS

R.R.B.	E. BENCH	DITCH EXC.	S.R.	EMB.	EXC.
0	0	0	0	1.913	434

L 4.00'
SD 152'
K 25

PVI 208+80.00
Elev. 891.27

-0.25%

VPI 209+00.00
Elev. 890.79

Elev. 890.79

912
908
904
900
896
892
888
884
880

892.75 892.38 892.01 891.64 891.26 890.97 890.84 890.79

208+00 208+20 208+40 208+60 208+80 209+00 209+20 209+40 209+60 209+80 210+00 210+20 210+40 210+60 210+80 211+00 211+20 211+40 211+60 211+80 212+00 212+20 212+40 212+60 212+80 213+00 213+20 213+40 213+60 213+80 214+00

SCALE: 1" = 20' HORIZONTAL
1" = 4' VERTICAL

TOWN BRANCH TRAIL-SERVICE RD
STA. 208+00 TO P.O.E.
PLAN & PROFILE SHEET

Exhibit C

Listing of Total Reimbursable Work Proposed

- Relocation plan
- Relocation of 3-phase power distribution lines and poles for the Town Branch Wastewater Treatment Plant service
    - Includes all necessary vegetation clearing and removal
- Relocate three (3) utility poles near Stas. 412+64, 414+00 and 415+30*
- The work described above is to include all labor, equipment, materials, ancillary facilities, guying, anchoring, vegetation clearing and removal necessary to complete the work, and site restoration.
- Maintenance of traffic, if required, is included within this scope of work.

*Stationing is based on Town Branch Trail Segment 4 & 5 Plans.


Masterson Station Park
Citation Blvd
Leestown Rd
New Circle Rd
Newtown Pike
Old Frankfort Pike
Main St
Manchester St
Oliver Lewis Way
Laudon Ave
4th st
Town Branch Trail - Phase IV & V
Existing Trail
Proposed Trail
LEXINGTON

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0009-26

File ID:	0009-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	12/31/2025
File Name:	Request Council authorization to execute Professional Services Agreements with Kristin Beers, Kayla Keeping, Marinda Beasley, Megan Magsam, Angela Wallace and Larissa Huey to serve as Sexual Assault Nurse Examiners on an "on-call" basis. The funds budget			**Final Action:**	

Title: Authorization to execute Professional Services Agreements with Kristin Beers, Kayla Keeping, Marinda Beasley, Megan Magsam, Angela Wallace and Larissa Huey to serve as Sexual Assault Nurse Examiners on an "on-call" basis for a term of Jan. 1, 2026 - Dec. 31, 2026. At a cost of $96,667. Funds are budgeted. (L0009-26)(Weathers/Armstrong)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	26- Blue Sheet SANE Agreements, Nurses' Contract - Kristin Beers, Kayla Keeping, Marinda Beasley, Megan Magsam, Angela Wallace, Larissa Huey, Resolution 447-2025	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0009-26

Title

Authorization to execute Professional Services Agreements with Kristin Beers, Kayla Keeping, Marinda Beasley, Megan Magsam, Angela Wallace and Larissa Huey to serve as Sexual Assault Nurse Examiners on an "on-call" basis for a term of Jan. 1, 2026 - Dec. 31, 2026. At a cost of $96,667. Funds are budgeted. (L0009-26)(Weathers/Armstrong)

Summary

Authorization to execute Professional Services Agreements with Kristin Beers, Kayla

Keeping, Marinda Beasley, Megan Magsam, Angela Wallace and Larissa Huey to serve as Sexual Assault Nurse Examiners on an "on-call" basis for a term of Jan. 1, 2026 - Dec. 31, 2026. At a cost of $96,667. Funds are budgeted. (L0009-26)(Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Michael Sanner, 12/4/2025

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3140-505506-5561-71299 - $81,667.00
3140-505506-5561-71217 - $15,000.00

This Fiscal Year Impact: $96,667

Annual Impact: $0

Project: SANE_2026 and SANE3_2026

Activity: FED_GRANT and STA_GRANT

Budget Reference: 2026

Current Balance: 3140-505506-5561-71299 - $81,667.00
3140-505506-5561-71217 - $15,000.00

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **DECEMBER 23, 2025**

SUBJECT: **Professional Services Agreements: Sexual Assault Nurse Examiner Program for Fiscal Year 2026**

Request: Council authorization to execute Professional Services Agreements with Kristin Beers, Kayla Keeping, Marinda Beasley, Megan Magsam, Angela Wallace and Larissa Huey to serve as Sexual Assault Nurse Examiners on an "on-call" basis. The funds budgeted in SANE_2026 are for the purpose of paying contractual nurses for on-call duty and court appearances. The funds budgeted in SANE3_2026 are for payment of nurses for forensic examinations. These funds come from the state's Crime Victims Compensation Board.

This Professional Service Agreement will have a term from January 1, 2026 – December 31, 2026. Future term years are dependent on available grant funds. Professional Service Agreement terms are effective until terminated by LFUCG or SANE Contract Nurse, which either party may do at any time, without cause and without notice.

Purpose of Request: The Lexington-Fayette Urban County Government has received continuation funding (Violence Against Women Act) from the Kentucky Justice Cabinet for the operation of a Sexual Assault Nurse Examiner program. The purpose of this program is to improve the collection of forensic evidence in sexual assault cases and to provide the victims of sexual assault more humane treatment during the investigation. Ultimately, higher rates of reporting will occur along with higher rates of prosecution and conviction. The Kentucky Crime Victims' Compensation Fund also provides financial support for forensic examinations. An approved element of the grant-funded project is contracting with certified Sexual Assault Nurse Examiners (S.A.N.E.s) to serve on call twenty-four hours a day to respond to calls for examinations at Saint Joseph Hospital. The attached Professional Services Agreements for the period of January 1, 2026 through December 31, 2026, outline the responsibilities and compensation.

What is the cost in this budget year and future budget years? $96,667 is estimated for FY26. No additional costs are anticipated in future budget years.

Are the funds budgeted? Yes, 3140-505506-5561-71299 SANE_2026 FED_GRANT 2026 and 3140-505506-5561-71217 SANE3_2026 STA_GRANT 2026

The funds budgeted in SANE_2026 are for the purpose of paying contractual nurses for on-call duty and for reimbursement for liability insurance and court appearances. The funds budgeted in SANE3_2026 are for payment of nurses for forensic examinations. These funds come from the State's Crime Victims Compensation Board.

File Number: 0009-26

Director/Commissioner: Weathers/Armstrong

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, made and entered into on the 1st day of January 2026, by _name, address, city, state and zip code_ and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "Government") and (hereinafter referred to as "Contractor")

WITNESSETH

WHEREAS, the Government has been awarded federal funds from the Commonwealth of Kentucky Justice Cabinet for the implementation and operation of a Sexual Assault Nurse Examiner Program;

WHEREAS, the Government seeks qualified Sexual Assault Nurse Examiners willing to serve on an "on-call" basis for the performance of forensic examinations;

WHEREAS, the Contractor has been selected as an independent contractor for the performance of forensic examinations;

WHEREAS, the parties have negotiated the Contractor's rate of pay;

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

SECTION I

OBLIGATIONS OF GOVERNMENT

1. Government agrees to pay Contractor $72.00 for each scheduled "on-call" period. An "on- call period" is defined as any period agreed to by both the Contractor and the Government in which the Contractor may be called to perform a forensic examination. Payment shall be made within 30 days of invoice.

2. Government agrees to pay Contractor at the rate of $450.00, for each completed forensic examination. Payment shall be made within 30 days of invoice.

3. In the event that Contractor responds to the hospital for the performance of a forensic examination, but is unable to complete the exam because the victim withdraws consent prior to starting of exam, Government agrees to pay the Contractor at the rate of $100.00.

4. Government agrees to reimburse Contractor in an amount not to exceed the reasonable cost of a prepaid annual premium for herein described medical liability insurance upon receipt of certificate of insurance and submission of invoice. Reimbursement shall be made within 30 days of invoice.

5. Government agrees to pay Contractor for performance of Suspect Evidence Collection Examinations in the amount of $200.00 per examination.

6. Government agrees to pay Contractor for performance of strangulation assessments in the amount of $250.00 per assessment.

7. Government agrees to pay Contractor for the preparation and provision of professional testimony in a court of law in the amount of $150 per request. Payment shall be made within 30 days of invoice.

SECTION II

OBLIGATIONS OF CONTRACTOR

1. Contractor agrees to provide his or her "on-call" availability weekly and to otherwise consult with the Government's Sexual Assault Nurse Examiner Manager to establish the Contractor's on-call periods based on the Contractor's availability and the Government's needs.

2. The Government's Sexual Assault Nurse Examiner Manager shall assist in the Contractor's performance of forensic examinations until the parties have determined the Contractor has established sufficient competency.

3. Contractor agrees to respond to a page within ten minutes and to report to the Saint Joseph Health System emergency room within a reasonable amount of time after receiving a page.

4. Contractor agrees to conduct forensic examinations of sexual assault victims, including but not necessarily limited to collection and preservation of evidence, in compliance with all relevant policies, procedures, and protocols, including, but not limited to, those of the Saint Joseph Health System, the Kentucky Board of Nursing, and the International Association of Forensic Nurses.

5. Contractor agrees to cooperate with the Government's Division of Police, all other law enforcement agencies utilizing the services, all county attorneys, all Commonwealth Attorneys, the Bluegrass Rape Crisis Center, and employees of the Saint Joseph Health System. Contractor shall not be paid for time spent in meetings with police and prosecutors.

6. Contractor agrees to maintain medical liability insurance, throughout the term of the Agreement, in the principal amount of not less than One Million ($1,000,000) Dollars per occurrence and Four Million ($4,00,000) Dollars aggregate, per policy year, for any act or omission in the furnishing of professional medical services. Said policy of insurance shall name the Lexington-Fayette Urban County Government and Saint Joseph Health System as 'additional insureds' thereunder. Contractor shall negotiate and contract with an insurance company for this coverage and deliver proof of insurance to the Government. If this Agreement is terminated before the expiration of the prepaid period by either party for any reason, insurance shall be cancelled with pro rata amount being refunded to the Government.

7. Contractor agrees to maintain throughout the term of this Agreement current Kentucky Registered Nurse License (unrestricted) and current credentials issued by the Kentucky Board of Nursing as a Sexual Assault Nurse Examiner. Such memberships, credentials, and

licensures shall be at the expense of the Contractor. Evidence of license and memberships shall be provided to the Government.

8. Contractor agrees to attend a monthly meeting at the Government's Division of Police and complete one conference per year in the field of forensics, all at Contractor's expense.

9. Contractor agrees to submit invoices to the Government for all services at least once per month, no later than the fifth day of the following month.

10. As criminal cases may take a significant amount of time to be adjudicated, Contractor agrees to maintain contact with the Government for a period of three years following termination of her agreement at no additional cost. Such contact includes but is not necessarily limited to notification of current home address, telephone number, and place of employment for the three-year period. Contractor agrees to comply with all subpoenas for all cases in which she performed examinations for the three-year period at no additional cost.

11. Contractor agrees to comply with the Government's Blood Borne Pathogen Occupational Exposure Policies. Contractor acknowledges that she will be fully responsible for any medical care or expenses related to an occupational exposure.

SECTION III

GENERAL CONDITIONS

1. This Agreement shall be effective from January 1, 2026, through December 31, 2026.

2. This Agreement may be terminated by either party for any reason upon thirty (30) days written notice to the other party. In the event of termination, the Contractor shall be paid in full for all services performed to the date of such termination in accordance with Section I, Paragraph 1 and Paragraph 2.

3. The Government acknowledges and agrees that this professional services agreement shall not in any way interfere with or prevent the engagement of the Contractor in other employment, presently or otherwise. Such other employment is not to interfere with the performance of duties under this Professional Services Agreement.

4. The Contractor acknowledges that she is an independent contractor under this agreement and not any employee of the Government for any purpose.

5. The Contractor certifies, in accordance with Executive Order 12549 (Debarment and Suspension February 18, 1986) that to the best of her knowledge and belief, that she:

   Is not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by and Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other federal law;

   a. Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or

local) transaction or contract under a public transaction; violation of federal or state antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

b. Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and

c. Has not within a three-year period preceding this proposal had one or more public (Federal, State, or local) transactions or contracts terminated for cause or default.

6. This Professional Services Agreement represents the entire and integrated agreement between the Government and the Contractor and supersedes all prior negotiations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Contractor and the Government.

7. This Agreement shall be governed by the laws of the Commonwealth of Kentucky.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Fayette County, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
Linda Gorton, Mayor

ATTEST:

_____
Clerk of the Urban County Council

CONTRACTOR

BY: _____
SANE Nurse Name

RESOLUTION NO. 447 -2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE KENTUCKY JUSTICE CABINET UNDER THE VIOLENCE AGAINST WOMEN ACT PROGRAM FOR THE CONTINUATION OF A SEXUAL ASSAULT NURSE EXAMINER PROGRAM, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF AWARDED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $65,000.00 IN FEDERAL FUNDS AND $12,000.00 IN STATE FUNDS, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF $24,667.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute and submit a Grant Application, which is attached hereto and incorporated herein by reference, to the Kentucky Justice Cabinet under the Violence Against Women Act Program for the continuation of a sexual assault nurse examiner program, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $65,000.00 in federal funds and $12,00.00 in state funds, the acceptance of which obligates the Urban County Government to the expenditure of $24,667.00 as a local match.

Section 2 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

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

PASSED URBAN COUNTY COUNCIL: September 18, 2025

Linda Gorton
MAYOR

ATTEST:
CLERK OF URBAN COUNTY COUNCIL

830-25:MRS:4901-4999-0758, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0010-26

File ID:	0010-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	12/31/2025
File Name:	Request Council authorization to accept a proposal from Path Master Inc. for traffic signal timing and optimization of twenty-eight (28) traffic signals along Tates Creek Road and intersecting corridors at a cost not to exceed $161,500.			**Final Action:**	

Title: Authorization to accept a proposal from Path Master Inc. pursuant to RFP 33-2025 for traffic signal timing and optimization of twenty-eight (28) traffic signals along Tates Creek Road and intersecting corridors at a cost not to exceed $161,500. Funds are budgeted. (L0010-26)(Neal/Albright)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	26- Blue Sheet TE Path Master Inc, Exhibit A RFP Pkg 33-2025, Exhibit C ASTPM and Signal Timing RFP follow up Questions complete, Exhibit D Complete List of Intersections, Purchase of Service Agreement RFP 33-2025 Signed, REVISED Exhibit B 1-Path Master	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0010-26

Title

Authorization to accept a proposal from Path Master Inc. pursuant to RFP 33-2025 for traffic signal timing and optimization of twenty-eight (28) traffic signals along Tates Creek Road and intersecting corridors at a cost not to exceed $161,500. Funds are budgeted. (L0010-26)(Neal/Albright)

Summary

Authorization to accept a proposal from Path Master Inc. pursuant to RFP 33-2025 for traffic

signal timing and optimization of twenty-eight (28) traffic signals along Tates Creek Road and intersecting corridors at a cost not to exceed $161,500. Funds are budgeted. (L0010-26)(Neal/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Todd Henning, 11/26/2025

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3160-303602-3601-71205 ITS_CMS_2024 - $57,164.00
3160-303602-3601-71205 ITS_CMS_2025 - $104,336.00

This Fiscal Year Impact: $161,500

Annual Impact: $0

Project: ITS_CMS_2024 and ITS_CMS_2025

Activity: PROFSVCENG_TE

Budget Reference: 2024 and 2025

Current Balance: 3160-303602-3601-71205 ITS_CMS_2024 - $57,164.00
3160-303602-3601-71205 ITS_CMS_2025 - $110,000.00

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **DECEMBER 26, 2025**

SUBJECT: **Authorization to Execute Agreement with Path Master Inc.**
RFP #33-2025 Automated Traffic Signal Performance Measures (ATSPM) and Timing Optimization Solution

---

Request: Council authorization to accept a proposal from Path Master Inc. for traffic signal timing and optimization of twenty-eight (28) traffic signals along Tates Creek Road and intersecting corridors at a cost not to exceed $161,500.

This Purchase of Service Agreement will have a term from January 15, 2026 and shall last for one year unless terminated by LFUCG at earlier time. LFUCG shall provide at least a thirty (30) day written notice to Organization. Organization may terminate only if LFUCG failure to timely pay for properly invoiced and accepted work providing at a thirty (30) day advance written notice.

Purpose of Request: Tates Creek Road, Armstrong Mill Road, and a portion of Man o' War Blvd. are crucial thoroughfares and commuter routes for the south side of Lexington. This project aims to evaluate current conditions, existing infrastructure and communication systems, upgrade the corridor with necessary Intelligent Transportation Systems (ITS), and optimize signal timing to boost efficiency and resilience during various traffic conditions. If successful, similar enhancements may be extended to other corridors in future funding periods.

The Division of Traffic Engineering issued RFP 33-2025 and received five responses. The review committee recommends Path Master, Inc., along with project partners Flow Labs, and WSP.

What is the cost in this budget year and future budget years? $161,500 is in FY26. Future budget years contingent upon renewal of agreement.

Are the funds budgeted? Yes, 3160-303602-3601-71205 ITS_CMS_2024 FED_GRANT $57,164 and 3160-303602-3601-71205 ITS_CMS_2025 FED_GRANT

File Number: 0010-26

Director/Commissioner: Neal/Albright

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #33-2025 Automated Traffic Signal Performance Measures (ATSPM) and Timing Optimization Solution** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **September 29, 2025.** 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 supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

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

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

SELECTION CRITERIA:

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

1. Evaluation of the approach and methodology described in the submitted proposal (25%)
2. Specialized experienced and technical competence of the vendor, firm, or consultant (including a joint venture or association) with the type of service required (20%)
3. Familiarity with this or similar projects including those of similar scope, population size, traffic patterns, or traffic network layout (15%)
4. Past record and performance on contracts with LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling (15%)
5. Content, quality, completeness and form of submitted proposal (15%)
6. Capacity of vendor, firm, or consultant to perform the work and in a timely manner (10%)

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:

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of_____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

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

Further, Affiant sayeth naught.

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 20__.

My Commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

****

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

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

Bidders

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

_____ _____

Signature *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	**Total**	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		**Total**	
		M	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: _____Date: _____/_____/_____

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF PROCUREMENT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

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) and a subgoal of twelve percent (12%) for Women 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, 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
859-258-3323

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

LEXINGTON

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) and a subgoal of twelve percent (12%) for Women 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.

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, 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.

LEXINGTON

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

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

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

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

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

LEXINGTON

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

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

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.

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

LEXINGTON

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:

1. 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.

2. 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-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, 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, VOSBs 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 Number:**	
Contact Name:		**Telephone:**	
Email:			

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-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, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☐

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

Click or tap here to enter text.

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

Yes ☐ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. Click or tap here to enter text.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

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:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ 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 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 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.

Click or tap here to enter text.

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.

Company	**Company Representative**
Date	**Title**

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 IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked “modifications of proposal”.

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

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

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

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

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

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

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

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

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

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

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

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

_____ _____

Signature Date

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

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

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

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

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

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

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

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

c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00548704

LEXINGTON, KY
REQUEST FOR PROPOSAL
RFP #33-2025

Automated Traffic Signal Performance Measures (ATSPM) and Timing Optimization Solution

Tates Creek Road

Lexington-Fayette Urban County Government (LFUCG)
Division of TRAFFIC ENGINEERING (TE)

Project Description ...

The Lexington-Fayette Urban County Government, Division of Traffic Engineering (TE) desires a qualified consultant or technical vendor solution for Automated Traffic Signal Performance Measures (ATSPM) & Signal Timing Optimization for fourteen (14) intersections along the Tates Creek Road corridor in Lexington, Kentucky. The project spans approximately 3.0 miles and includes Tates Creek Road intersections beginning with Man o' War Blvd. and continuing north to the intersection with Alumni Drive (mile points KY1974 7.797 – 9.455 and CS7436 0.000-1.528).

This project will consist of the ongoing compilation of traffic data and analysis of ATSPMs, the initial development of traffic signal timing paraments, and evaluation of traffic flow at regular intervals that will include operational-based timing adjustment recommendations.

This will be a pilot project to include a minimum of 6 months of signal timing monitoring and adjustment recommendations following the initial signal timing implementation. The solution should be scalable with options to extend the time period and to increase the number of intersections that are being serviced.

Traffic responsive, traffic adaptive, or other related automatic solutions may be considered after careful evaluation and testing of procedures and implementation. Redundancies in communications would also be a requirement.

Intersections Included in this Project ...

<u>Tates Creek Road (KY1974) – (14 intersections)</u>

- Tates Creek Road at Alumni Drive
- Tates Creek Road at Old Mount Tabor Road
- Tates Creek Road at Albany Road
- Tates Creek Road at Lansdowne Drive
- Tates Creek Road at Dove Run Road/Lansdowne Shoppes
- Tates Creek Road at Malibu Drive/Merrick Drive
- Tates Creek Road at New Circle Road Inner Loop
- Tates Creek Road at New Circle Road Outer Loop
- Tates Creek Road at Gainesway Drive
- Tates Creek Road at Redding Road/Armstrong Mill Road
- Tates Creek Road at Laredo Drive/Old Tates Creek Road
- Tates Creek Road at Wilson Downing Road/Appian Way
- Tates Creek Road at Park Place Boulevard/Tates Creek Centre Drive
- Tates Creek Road at Man o' War Boulevard

Introduction and Objective ...

With the support of a dedicated portion of funds from the Surface Transportation Block Grant Program - Lexington (SLX), LFUCG TE has taken great effort to enhance and develop Lexington's Intelligent Transportation Technologies (ITS) and traffic management operations over the past few decades. TE's goals have always been to achieve greater transportation safety and efficiency while also reducing congestion and collisions. Lexington has invested in many key ITS projects that have produced significant improvements in our transportation system including better signal coordination and increased efficiency in identifying and resolving traffic issues. We continue to see advancements and technological growth partnered with increased valuable traffic and travel data that originates not only from our own ITS systems, but also from other sources including some of our third-party data vendors and even crowd-sourced travel information. This multitude of data will play an essential part going forward as we work to further improve traffic operations throughout the city. With this project, TE aims to capitalize on traffic system and travel data to evaluate and improve traffic flow and signal timing on an on-going basis.

Background ...

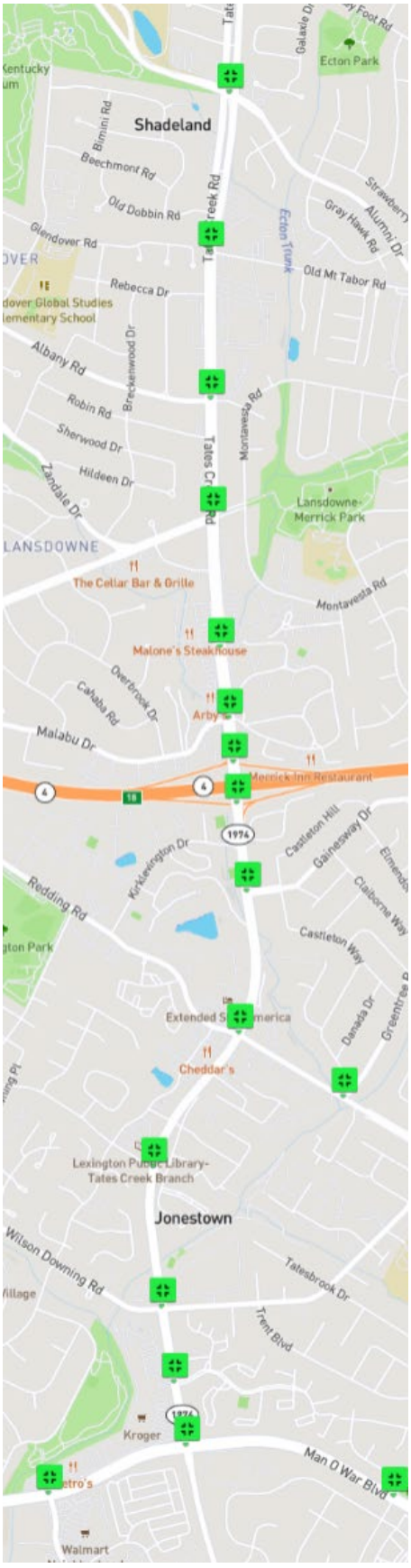
LFUCG TE is responsible for the maintenance of traffic signals at 387 intersections along with 14 lane use controllers. These include signals owned by Lexington and also signals along state routes owned by the Kentucky Transportation Cabinet (KYTC). All traffic signal controllers are 2070L typically housed inside 332 signal cabinets. 150 locations are equipped with AXIS traffic observation quad view cameras (models Q-6000-E and Q6010-E), 97 of which have an additional Pan, Tilt, and Zoom (PTZ) camera mounted (models Q-6055 and Q-6075-E). Vehicular detection consists mainly of magnetic loops, Iteris RZ4 cameras with Vantage Edge video processors, and Wavetronix Matrix and Advance radar units along with a few FLIR thermal detection cameras, Gridsmart video detection, Currux Vision video detection, ITS Plus video detection, and EVO radar detection units.

TE recently migrated its central traffic signal software to Q-Free's Mobility platform after adopting MaxView and then Kinetic Signals years previous. High Resolution data is collected at all signals. Signalized intersections run MaxTime traffic control software locally (current version 2.15.0).

Communications primarily consist of 100± miles of single mode fiber optic cable. This fiber along with last-mile radio and fixed wireless connections have afforded TE the benefits of fast and reliable data connection to 95% of the traffic signals operating in Lexington.

LFUCG has a subscription to Streetlight Data Insights that provides us with traffic turning movement counts along with other traffic system analytics. Lexington also partners with Waze. The use of this or other crowd-sourced data would be welcomed for incorporation into the project where applicable. TE desires to leverage its existing investment in ITS equipment data collection where practical, but also recognizes that gaps in this information need to be addressed for this project. Existing equipment will likely require additional calibration and setup to capture necessary data required for typical ATSPM and other related traffic reporting.

This project is partially funded by federal grant and must be in full compliance with all existing federal transportation requirements.



PROJECT INTERSECTION MAP & INFORMATION

Tates Creek Road (KY1974) – (14 intersections)
(*with Existing Vehicle Detection Noted*)

Vehicle Detection Key:

(*L*) Loops
(*V*) Video – Iteris (RZ4 cameras & Vantage Edge)
(R_M) Radar – Wavetronix Matrix at Stop Bar
(R_A) Radar – Wavetronix Advance

- Alumni Dr (*mainline thru & lefts: R_M, side streets: V*)
- Old Mount Tabor Rd (*mainline left & side street: V*)
- Albany Rd (*mainline lefts & side streets: V*)
- Lansdowne Dr (*mainline lefts & side streets: V*)
- Dove Run Rd (*OB left V, IB left & side streets: L*)
- Malabu Dr/Merrick Dr (*mainline lefts & WB: L, EB: V*)
- New Circle Rd Inner Loop) (*all movements: R_M*)
- New Circle Rd Outer Loop) (*all movements: R_M*)
- Gainesway Dr (*mainline left and side street: L*)
- Redding Rd (*IB thru & mainline lefts: L, EB thru&left:V*)
- Laredo Dr (*mainline lefts and side streets: L*)
- Wilson Downing Rd/Appian Way (*all movements: L*)
- Park Place Blvd (*all movements L, WB side street: V*)
- Man o' War Blvd (all movements: *R_M, with R_A IB & OB*)

Device Communications: Fiber Optic extends the length of Tates Creek Rd. & Man o' War Blvd. in this area.

Axis Quad View Traffic Observation Cameras
(additional **PTZ** cameras are noted):

- Tates Creek Rd and Alumni Dr
- Tates Creek Rd and Albany Rd
- Tates Creek Rd and New Circle Rd Inner Loop (**PTZ**)
- Tates Creek Rd and New Circle Rd Outer Loop (**PTZ)**
- Tates Creek Rd and Armstrong Mill Rd
- Tates Creek Rd and Wilson Downing Rd
- Tates Creek Rd and Man o' War Boulevard (**PTZ**)

Below locations are not within project limits but are adjacent

- Tates Creek Rd and Cooper Dr
- Tates Creek Rd and Rockbridge Rd
- Alumni Dr and Chinoe Rd
- Man o' War Blvd and Saron Dr
- Man o' War Blvd and Crosby Dr

General Requirements ...

1. ATSPM system capabilities and performance shall:
    a. Report operations and metrics for standard Purdue ATSPMs including at a minimum:
        i. intersection demand.
        ii. gap outs per intersection.
        iii. max outs per intersection.
        iv. force offs per intersection.
        v. average stop delay per approach per movement.
    b. Identify corridor operations and provide arrivals on green.
    c. Send email or software configurable alerts to users based on definable triggers.
    d. Send alerts when there are database errors or irregularities
    e. Be able to provide alerts on operational performances for intersections and the corridor.
    f. Identify hardware and software faults at each intersection.
    g. Be capable of identifying intersection operation problems including intersection delay, split failures and left turn gaps.
    h. Provide specific recommendations and signal timing adjustments to address intersection operation problems including intersection delay, split failures and left turn gaps.
    i. Be capable of identifying corridor operation problems including approach delay and coordination.
    j. Provide specific recommendations and signal timing adjustments to address corridor operation problems including approach delay and coordination.
    k. Be compatible with existing controllers, signal detection and cabinet hardware.
    l. Be capable of using multiple detection types for analysis including radar, video, and loops.
    m. Be scalable and capable of expansion to monitor up to 400 traffic signals
    n. Be ready as a completed product and not requiring additional major development.
    o. Provide signal timing information including splits, offsets, and coordinated phase detector actuation for each intersection.

Documents and Reports ...

2. ATSPM document and reports requirements shall include:
    a. Historical and real-time corridor operations reports and comparisons
    b. Reports of faults and alarms
    c. Reports of user modifications and activities.
    d. A log of software functions that shall be created and time stamped.
    e. Normal operational logs
    f. Reports of Measures of Effectiveness of the state of the controller at all times. Reports shall be stored and available for a minimum of 60 days and the number of days shall be user configurable depending on storage available to TE.
    g. Historical and real-time maintenance/downtime reports.
    h. Historical and real-time traffic condition reports.
    i. Historical and real-time system performance reports.
    j. Reports that are customizable by date and time, automated, and query specific
    k. Easily accessible storage of logs, alarms, and reports for TE's use.

l. Configurable data dashboards.
m. Configurable performance measures (e.g., approach delay, Purdue split failure, number of preemptions, etc.) shown on dashboards.
n. Intersection reports capable of providing a comparison of current operations with past performance.
o. Red light running reporting

Network and Access ...

3. The ATSPM solution shall:
    a. Have security management and administrative system that allows access and operational privileges to be assigned, monitored, and controlled by an administrator, and conform to LFUCG's technology and cybersecurity policies
    b. Maintain up-to-date security patches and updates where applicable.
    c. Allow remote access to ATSPM components.
    d. Allow access by up to 10 operators simultaneously.

Training ...

4. The vendor shall provide:
    a. Initial basic component training for the ATSPM for TE staff.
    b. Advanced training six to eight (6-8) weeks after the initial ATSPM training for up to five (6) of TE's staff. The number of hours committed to advanced training shall be set by the manufacturer and approved by the City.
    c. Three (3) hard copies and an electronic copy of the user manuals for the software that include set-up, configuration, and operations for any software component installed as part of this project.

Maintenance ...

5. The vendor shall:
    a. Provide maintenance support for the ATSPM software.
    b. Provide phone, email, or web-based electronic support for a minimum of one (1) year including cloud service (if required), maintenance, and troubleshooting.
    c. Notify TE when new software updates are available. Software updates shall be included for a minimum of one (1) year after final acceptance.
    d. TE shall be notified of any ATSPM software issues or failures.

Installation Requirements ...

6. All equipment and software for the ATSPM solution shall be installed according to the manufacturer's recommendations for a complete and operational system. The ATSPM shall not interfere with the existing traffic signal central software or local traffic signal controller software. All software must make every reasonable effort to conform to applicable LFUCG policies for technology and cybersecurity. This includes keeping security patches up-to-date.

Initial Signal Timing ...

7. Initial Signal Timing shall include:
    a. Timing pattern parameters that cover seven (7) days per week for all fourteen (14) intersections included in this project.
    b. Timing patterns that transition to address traffic patterns and volumes as they change throughout the day.
    c. A regularly expected schedule of beginning and ending times for each traffic pattern
    d. A sufficient number of different traffic patterns (or sets of traffic parameters) to accommodate observable and measurable differences in traffic flow throughout the day on normal weekdays, Saturdays, and Sundays.
    e. Timing pattern parameters that include values for the following criteria at a minimum:
        i. Cycle lengths
        ii. Offsets
        iii. Phase splits
        iv. Phase sequences
        v. Minimal disruption to traffic flow while transitioning between timing patterns or different timing parameters
    f. Timing pattern parameters to be used in case of disruption in operation if the solution includes any form of automatic traffic operation such as traffic adaptive or traffic responsive
    g. Timing pattern parameters *may* include the following criteria in addition to the above minimum criteria in (e.) to improve signal performance:
        i. Phase timing parameters available within MaxTime signal controller software.
        ii. Phase option parameters available within MaxTime signal controller software.
        iii. Coordination Parameters including coordination modes, max modes, coordination gap out, and force off modes available within MaxTime signal controller software.
        iv. Any other useful parameters to improve traffic flow that is available within MaxTime signal controller software.
    h. Implementation of all signal timing pattern parameters by a qualified professional engineer for all fourteen (14) intersections. Remote access to the project signals can be made available. Any deviations for this step should be discussed within the proposal. Note that TE staff can be available to assist or complete this step if needed and in which case, this should be reflected in the lump sum for the total project. TE also reserves the right to complete this programming implementation step based on costs, affordability, or available project funding.

Provided Information ...

8. TE can provide the following information upon request:
    a. Access to current traffic signal timing programming from MaxTime traffic signal controller software.
    b. Access to high resolution data from the 2070 traffic signal controllers.

c. Synchro (version 12.0) traffic model which includes signal timing parameters, geometry, and 2023 traffic turning movement count volumes from Lexington's Streetlight Data subscription. The model includes the traffic plans that operate during each time period throughout the day on all days of the week for all project intersections.
d. Access to any available Streetlight Data information that may be obtained under Lexington's current subscription during the time of this project
e. A "suitcase tester" and signal controller can be made available to test timing parameters prior to implementation at the LFUCG TE offices.
f. A "sandbox" intersection for testing purposes can also be created and made available within the Mobility central signal software.
g. Note that all pedestrian and all clearance intervals were calculated and implemented as part of a previous city-wide project and therefore will not be part of the current project. This data is available within existing signal timing programming.

Proposal Requirements ...

9. Proposals shall include the following for consideration:

    a. A detailed description of your approach and plan of action to provide the ATSPM solution and signal timing optimization. This should also include the intervals that signal timing adjustments or automations will be made available and a description of the traffic timing parameters that will be included.
    b. A proposed timeline including milestones for completion of the project.
    c. Experience and background relevant to the project along with similar past projects with other municipalities.
    d. Project pricing should be included for budgeting purposes but will not be considered as part of the selection criteria. We also request that pricing be included for scalability such as cost for additional intersections along with costs for extended periods of signal timing adjustment recommendations.

Selection ...

10. Selection of the vendor or consultant for this project will be based on the following criteria:

    a. Evaluation of the approach and methodology described in the submitted proposal (25%)
    b. Specialized experienced and technical competence of the vendor, firm, or consultant (including a joint venture or association) with the type of service required (20%)
    c. Familiarity with this or similar projects including those of similar scope, population size, traffic patterns, or traffic network layout (15%)
    d. Past record and performance on contracts with LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling (15%)
    e. Content, quality, completeness and form of submitted proposal (15%)
    f. Capacity of vendor, firm, or consultant to perform the work and in a timely manner (10%)

Measurement and Payment ...

11. The ATSPM solution shall be measured as a lump sum and will be paid monthly based on work completed. This will include ATSPM reporting functionality, work completed toward the initial signal timing, and provision of ongoing signal timing adjustment recommendations. The bid price shall include furnishing, installing, integrating, training, documentation, and testing of the ATSPM solution. The bid price should include initial signal timing plan development and six (6) months of signal timing adjustment recommendations. The bid price shall include all incidental items to provide and install the ATSPM solution as intended. Satisfactory completion of all testing requirements and all work, equipment and appurtenances as required for the functionality of the ATSPM solution is required. The bid price shall include all system documentation including operations and maintenance manuals, and other materials necessary to document the operation of the ATSPM system. The bid price shall be full compensation for all labor, tools, materials, equipment, and incidentals necessary to complete the work.

    Payment for the ATSPM solution will be done monthly and will be based on work completed. It is the responsibility of the vendor to promptly invoice TE and details of work completed must be presented with each invoice.

Reservation of LFUCG Rights ...

A. LFUCG reserves the right, after scoring all proposals, to hold virtual or in-person interviews with top qualified vendors, firms, or consultants that would include presentations or demonstrations of their proposed solution.
B. LFUCG reserves the right to negotiate all elements of work that comprise the selected proposal. In the event an agreement/contract cannot be reached, LFUCG reserves the right to negotiate an agreement/contract with the next highest scoring qualified finalist.
C. LFUCG reserves the right to negotiate an agreement/contract for the this project with the next most qualified finalist if the successful finalist does not execute an Agreement/Contract within ten (10) business days after submission of an agreement to such offer.
D. LFUCG reserves the right to terminate the agreement if the vendor, firm, or consultant fails to commence the work described herein upon giving the Vendor a 30-day written Notice of Award.

ATSPM and Signal Timing RFP Follow-up Topics and Questions:

- Product Overview and Workflow Demonstration:

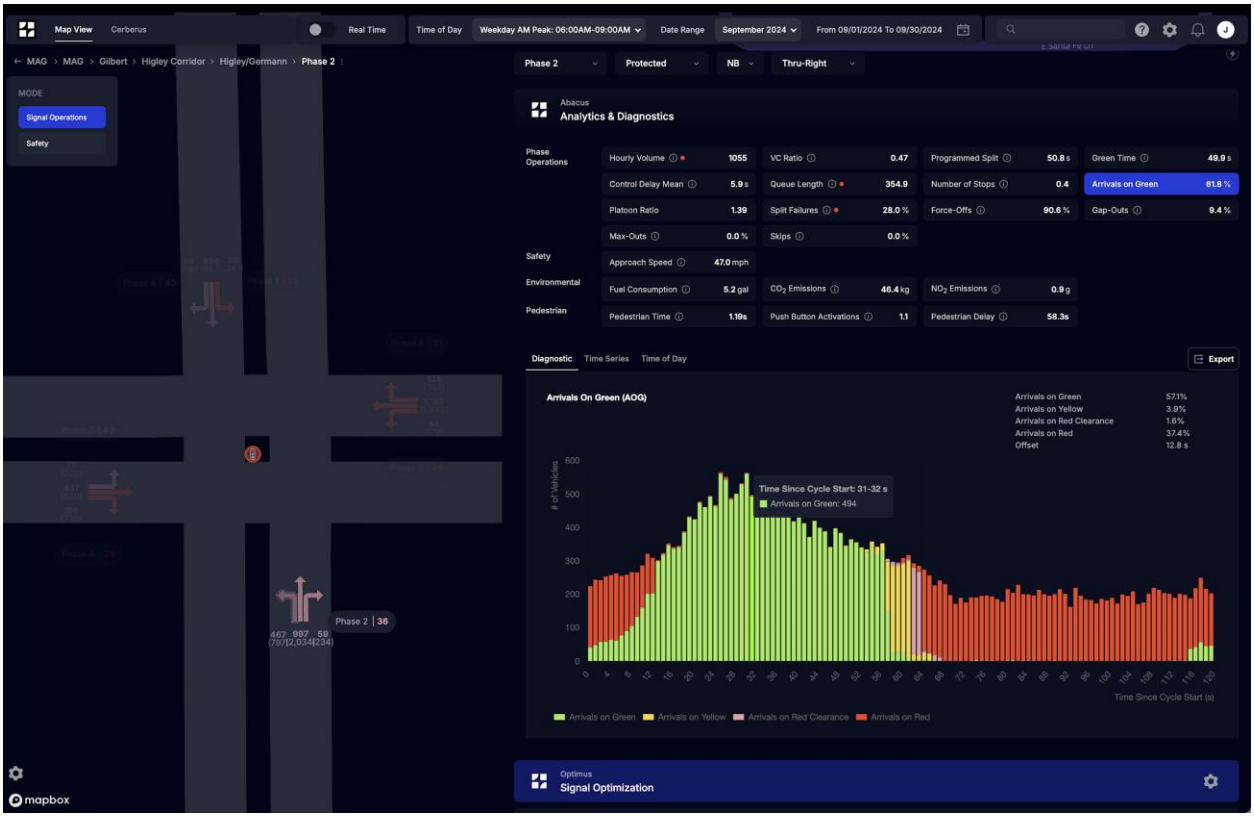
1. Please briefly show us your ATSPM and Signal Timing user interfaces and quickly do a broad overview of the process for typical workflow when evaluating and making signal timing changes. For example, you might show us how we would access the signal timing adjustment recommendations, check that the recommendations are logical, and finally steps to incorporate that timing into the controllers on the street.

Typical Workflow: Evaluating and Implementing Timing Adjustments

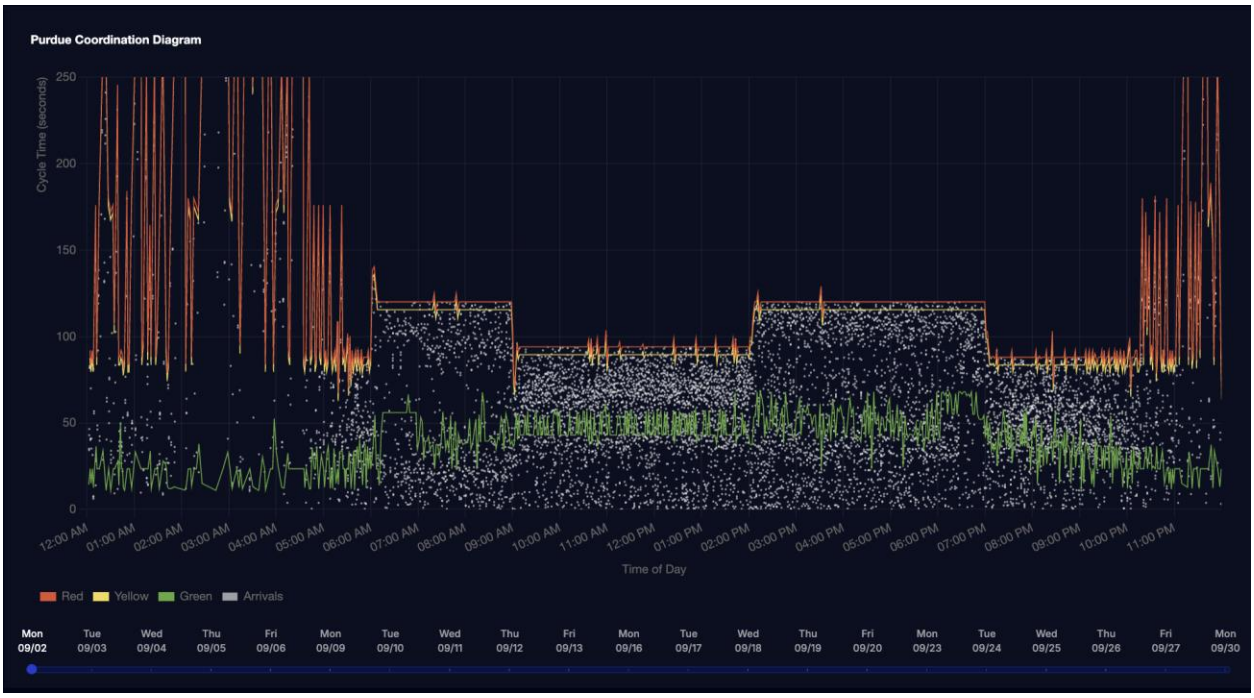
1. **Identify and Diagnose Issues (Luminus Plus)**
    - Engineers begin in Luminus Plus, where dashboards display key metrics such as delay, arrivals on green, split failures, and queue length.
    - Corridors or intersections with degraded performance are automatically flagged through the Cerberus health monitoring system.
    - Users can drill down into Purdue Coordination Diagrams, Phase Termination Charts, or Split Monitors to identify root causes of poor coordination or excessive delay.
2. **Generate Recommendations (Optimus)**
    - From the identified location, the engineer launches Optimus directly from within the same interface.
    - Optimus automatically ingests the existing MaxTime parameters (cycle lengths, splits, offsets, coordination settings) from Luminus Plus and uses those as constraints for optimization.
    - With a single click, the engineer generates an optimized timing plan. Optimus displays a complete timing table along with predicted outcomes such as improvements in travel time, arrivals on green, and intersection delay.
3. **Engineer Review and Validation**
    - All recommendations are fully transparent—no black-box automation.

- Engineers can review and adjust plan parameters directly in the interface using intuitive sliders and editable tables.
- Time-space diagrams and before-after comparisons visualize how progression and coordination improve across the corridor before deployment.

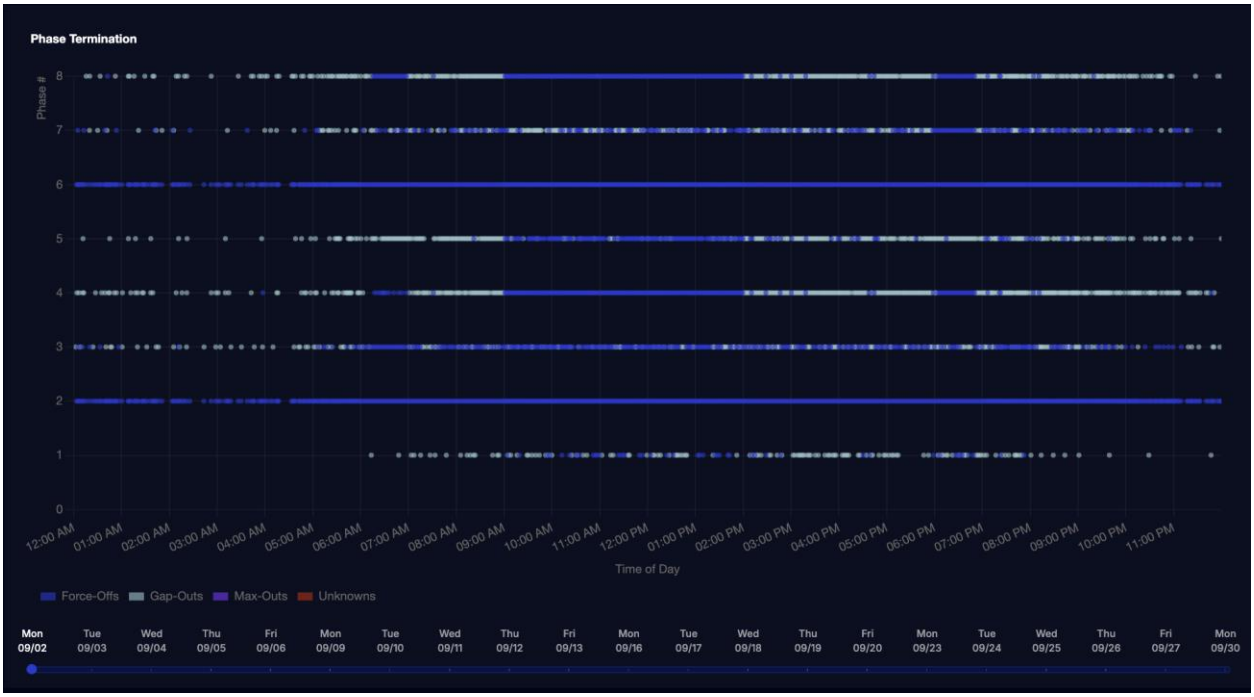
4. **Export and Deploy to Controllers**
    - Once approved, timing plans can be exported in MaxTime-compatible formats (CSV, or Excel).
    - The plans can then be uploaded into Lexington's 2070L controllers either manually via standard MaxTime workflows or through LFUCG's central ATMS if desired.
    - Luminus Plus continues to monitor the intersections post-deployment, automatically generating before-and-after performance reports to verify outcomes.



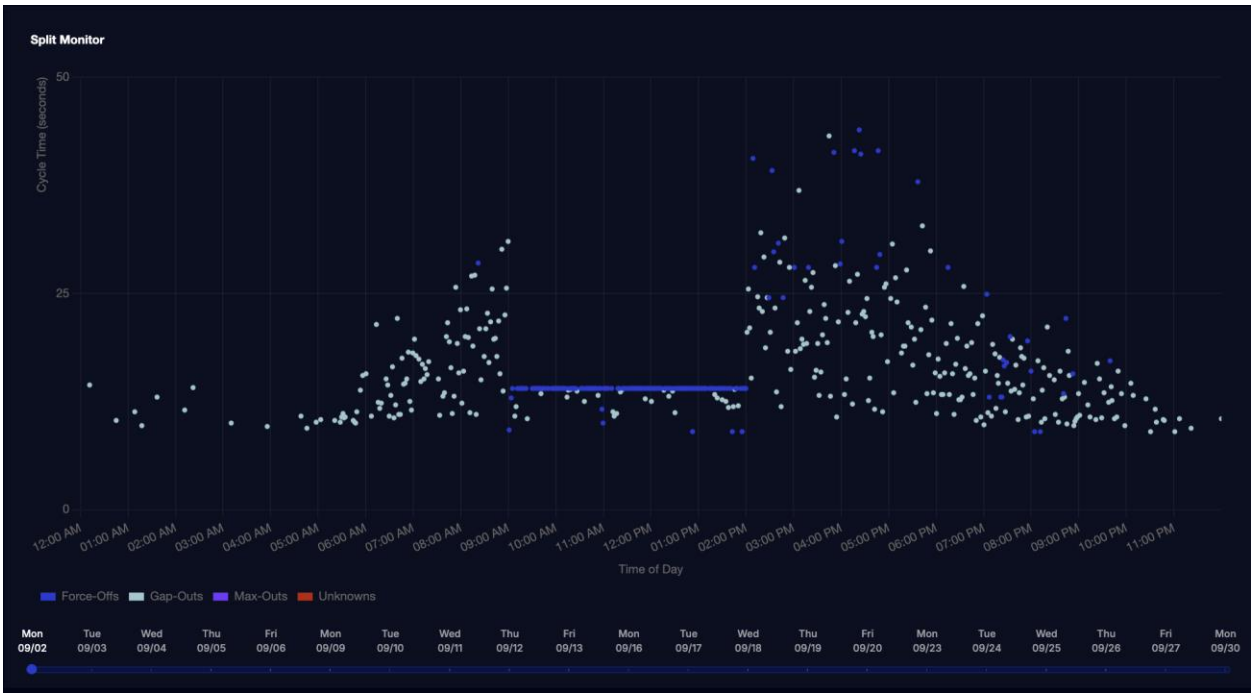
Access Historical SPMs. Using Flow Labs Luminus Plus, Engineers can access SPMs historically up to 2 years to evaluate previous conditions for proactive future operations. VDOT does not need to have ATSPM data this far back to access a number of SPMs, like AOG.



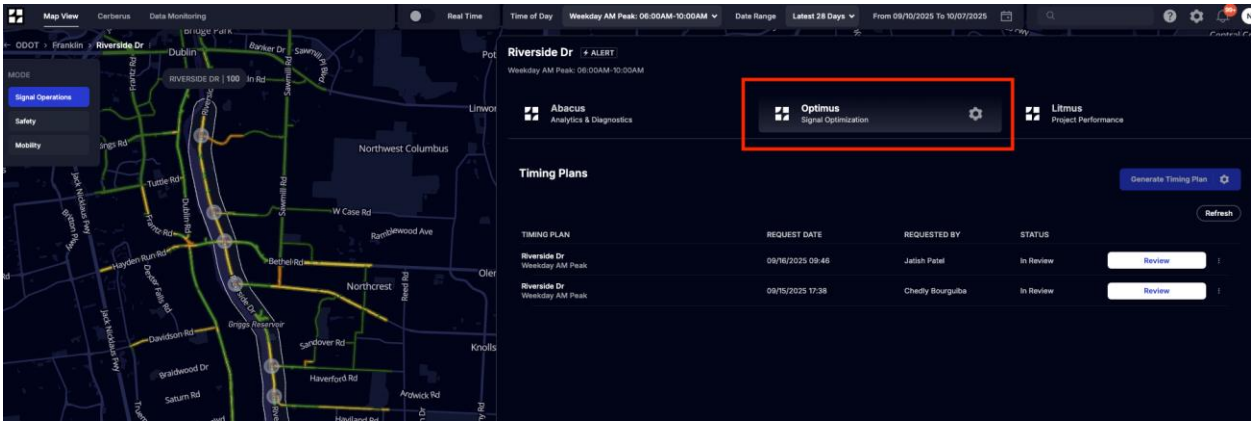
Purdue Coordination Diagram. Flow Labs offers a new spin on traditional ATSPM charts such as Purdue Coordination Diagrams. Easily slide the scale from day to day to see changes in arrival patterns across weekdays, weekends, or specific days in time.



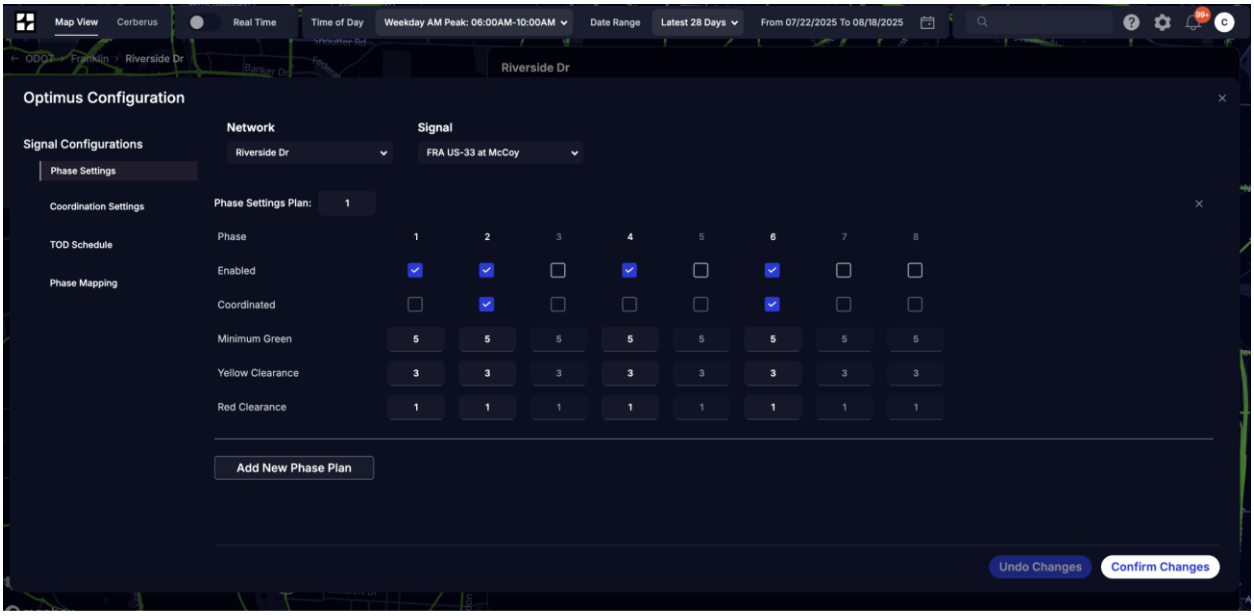
Phase Termination Diagram. Visualizes the reason each signal phase ends — whether by gap out, max out, force off, or skip — across multiple cycles. It helps engineers quickly identify phases consistently using all green time, signaling potential operational inefficiencies or faulty detections.



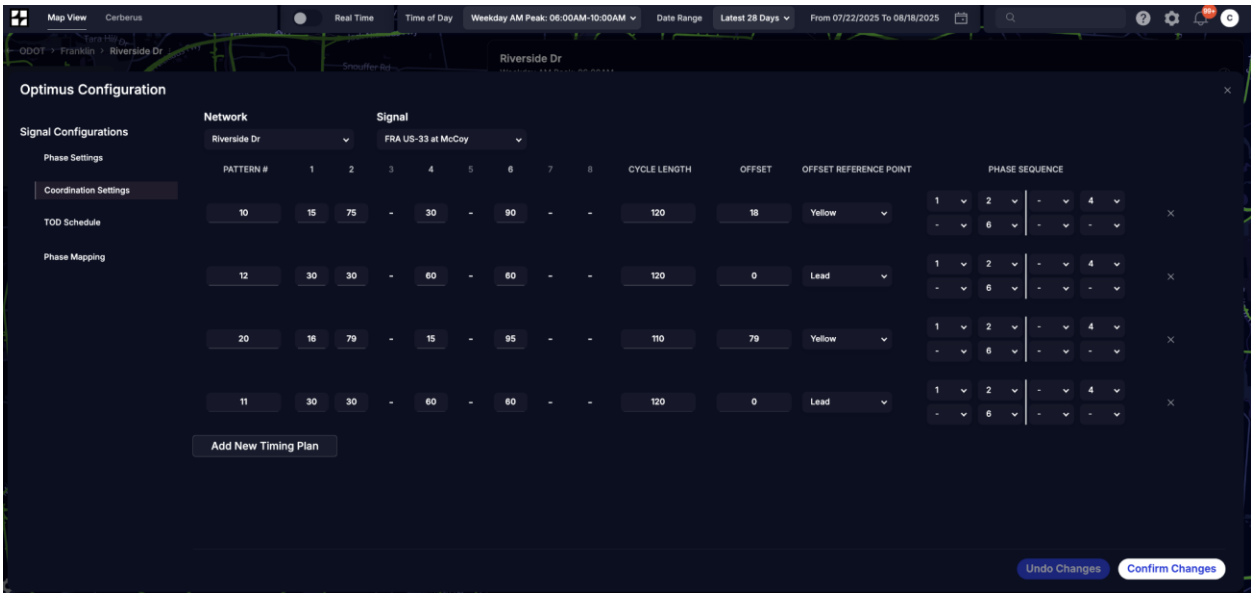
Split Monitor. Combines phase duration plots with termination type, pedestrian activity, and programmed splits to show how effectively each phase uses its allocated green time. Engineers use it to assess split utilization, coordination effectiveness, and whether timing adjustments or parameter tuning are needed.



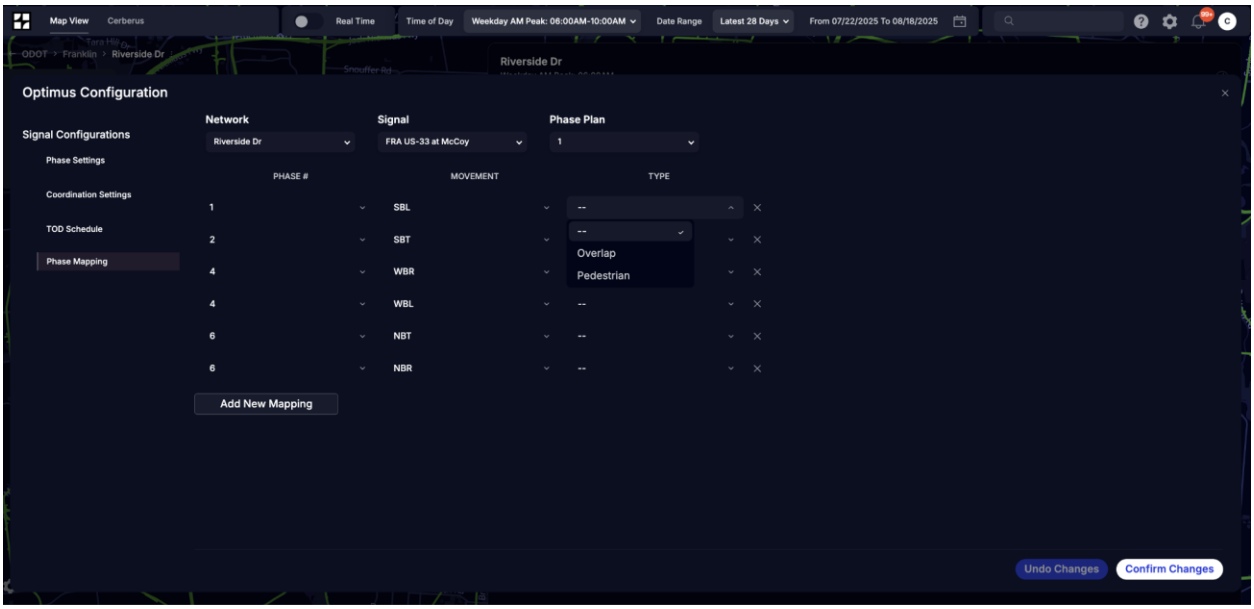
Optimus. Built right into the Luminus Plus platform, Optimus is easy to access and use.



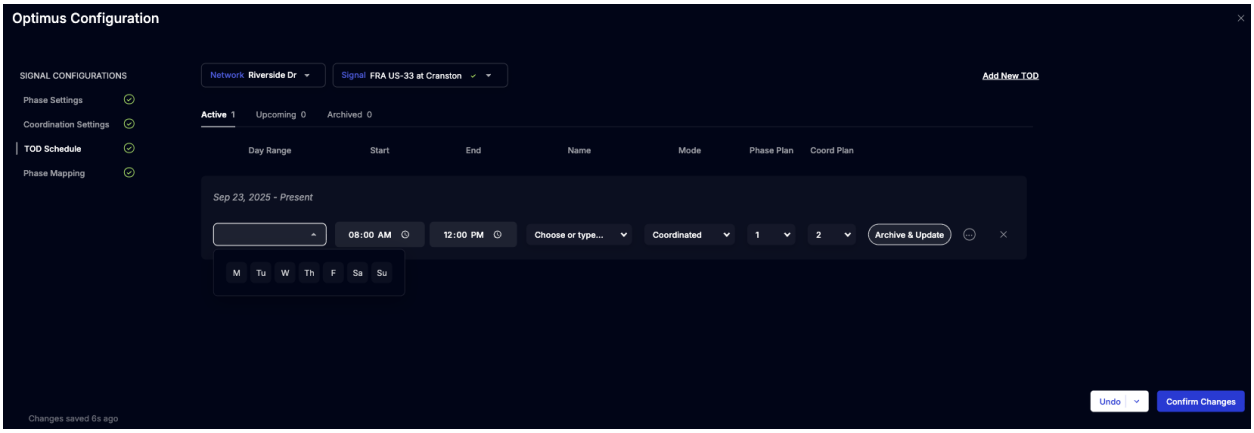
Optimus Phase Settings Parameters. Although Optimus can pull phase settings directly from the controllers using Luminus Plus, an engineer can also manually enter the data using the Optimus Configuration wizard.



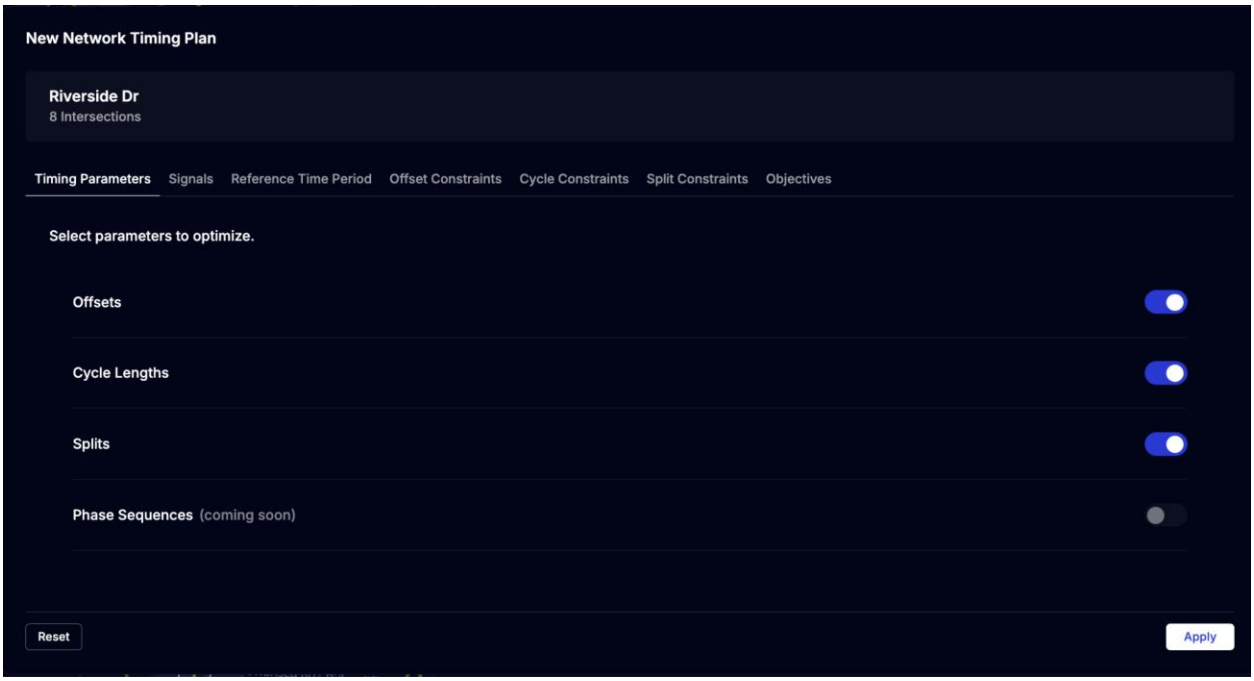
Optimus Coordination Settings Parameters - Can be manually or automatically configured via Luminus Plus.



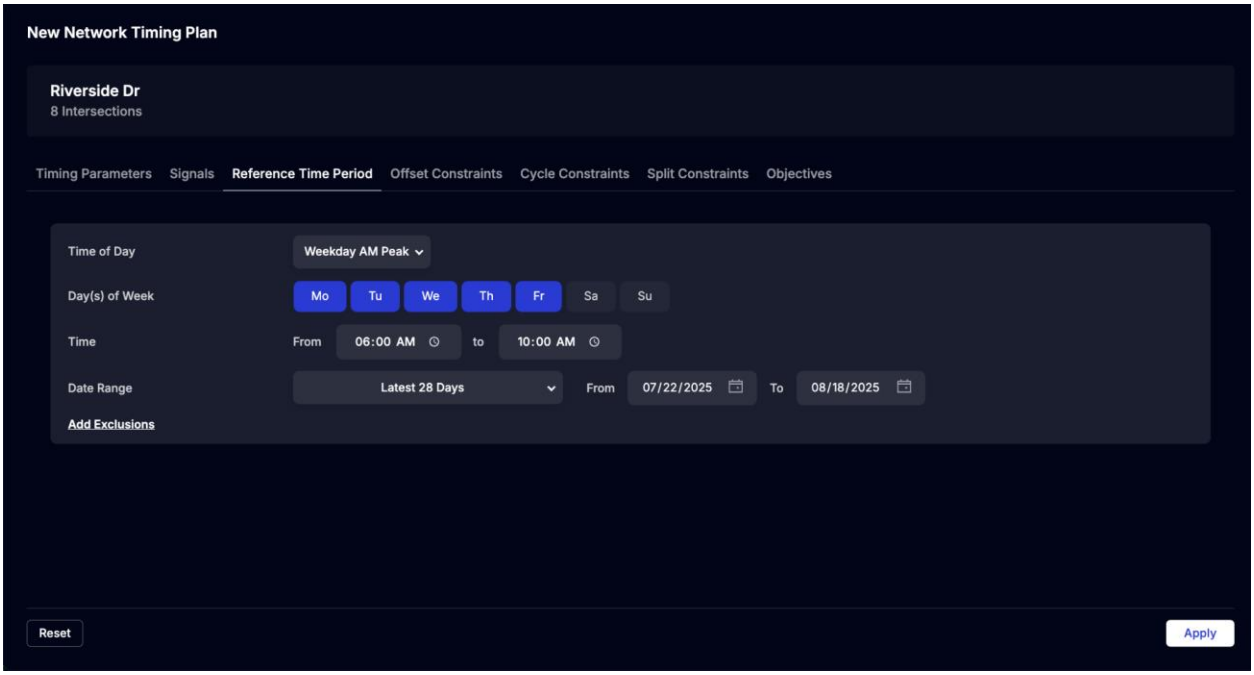
Optimus Phase Mapping Parameters - Can be manually or automatically configured via Luminus Plus.



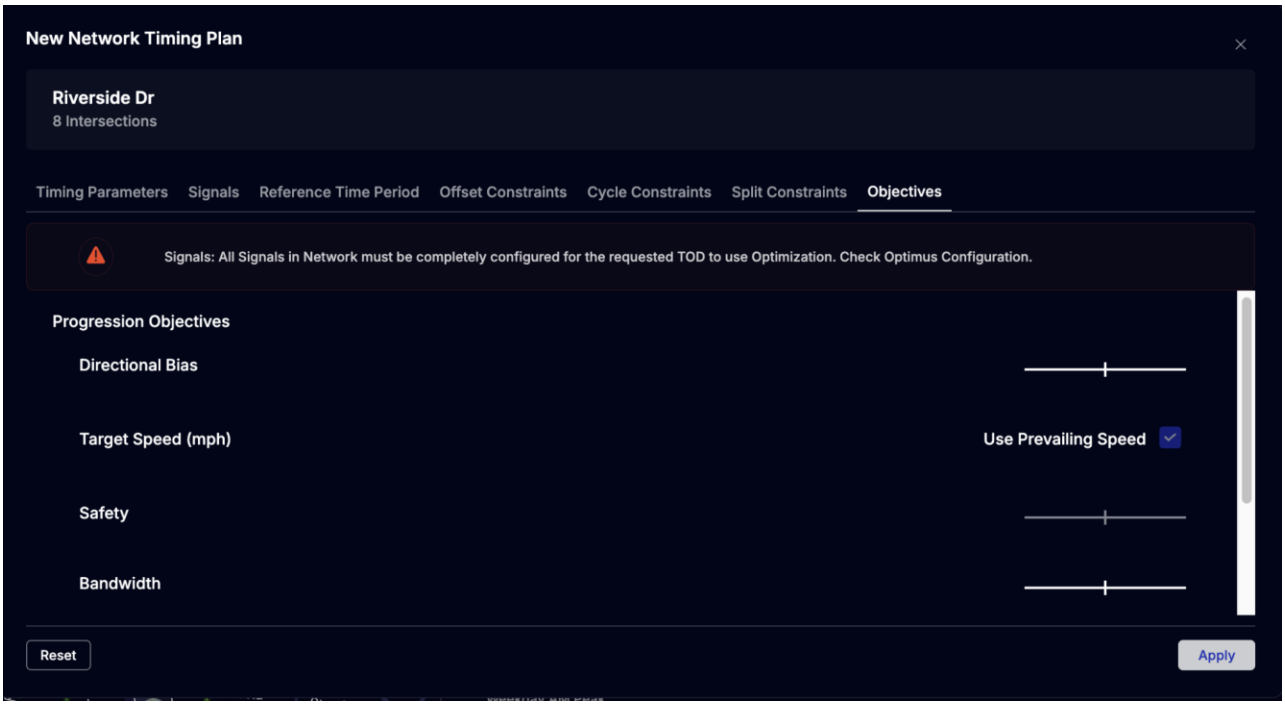
Optimus TOD Schedule Configuration. Create timing plans for any time of day, day of the week, weekday vs weekend, or traffic pattern identified by Luminus Plus as needing to be optimized. This gives Engineers complete control on how they retime signals across the corridor.



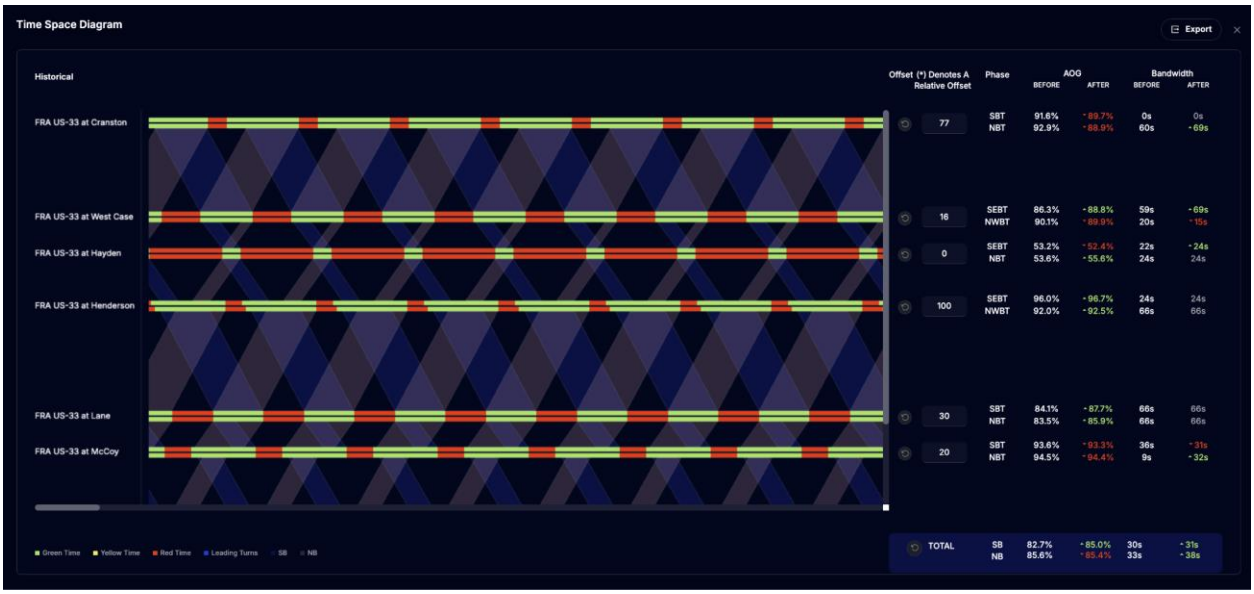
Optimus Timing Optimization Parameters. Optimus supports Offsets, Cycle Lengths, and Phase Splits optimization today. Phase sequences optimization is still in development but is coming soon and should be available in the next 1 - 3 months.



Optimus Reference Time Period Configuration. Use any historical time frame available within Luminus Plus for the training data for Optimus, ensuring that the signal timing plans created are accurate to the time period that needs to be retimed.



Optimus Objectives Configuration. Optimize corridors based on directional bias, target or prevailing speeds, AOG, DZE, etc



Optimus Time Space Diagram. Visualize bandwidths across the corridor using Flow Labs' TSD functionality. Quickly revert back and forth between the old timing plan and the new optimized timing plan to see exactly where Optimus is recommending changes be made

- Existing and Proposed Hardware

1. Explain how you intend to use our existing vehicle detection, your plan for evaluating the detection and setups at various intersections, and discuss any possible plans for upgrades or additions to what is currently installed in the field? Traffic

observation equipment and communication equipment should also be considered while keeping in mind Lexington's desire to move away from traditional floating car runs as we aim to rely more on remote monitoring and "big data," including reliable precise high resolution signal, vehicle, and detector data and video comprised of both live and historical records.

The Project Team, during the preliminary phase of the project, will perform site visits to document and evaluate signal operations, field conditions, and hardware issues that may impact signal timing or data collection, along the corridor. During these site visits we will evaluate and document the current detection implementation at each intersection. For most systems, the detector layout and configuration are done solely for operations. We will review the detection layout and configuration from a data collection and ATSPM perspective.

From there, the Team will fully leverage Lexington's existing vehicle detection, traffic observation, and communications infrastructure as part of the Integrated Signal Performance Measures (Luminus Plus) and Optimus deployment. The Flow Labs platform is hardware-agnostic and directly compatible with LFUCG's installed technologies, including 2070L controllers running MaxTime, loop detection, and radar and video detection systems. No new detection or cabinet hardware is required for implementation.

As part of implementation, the Project Team will:

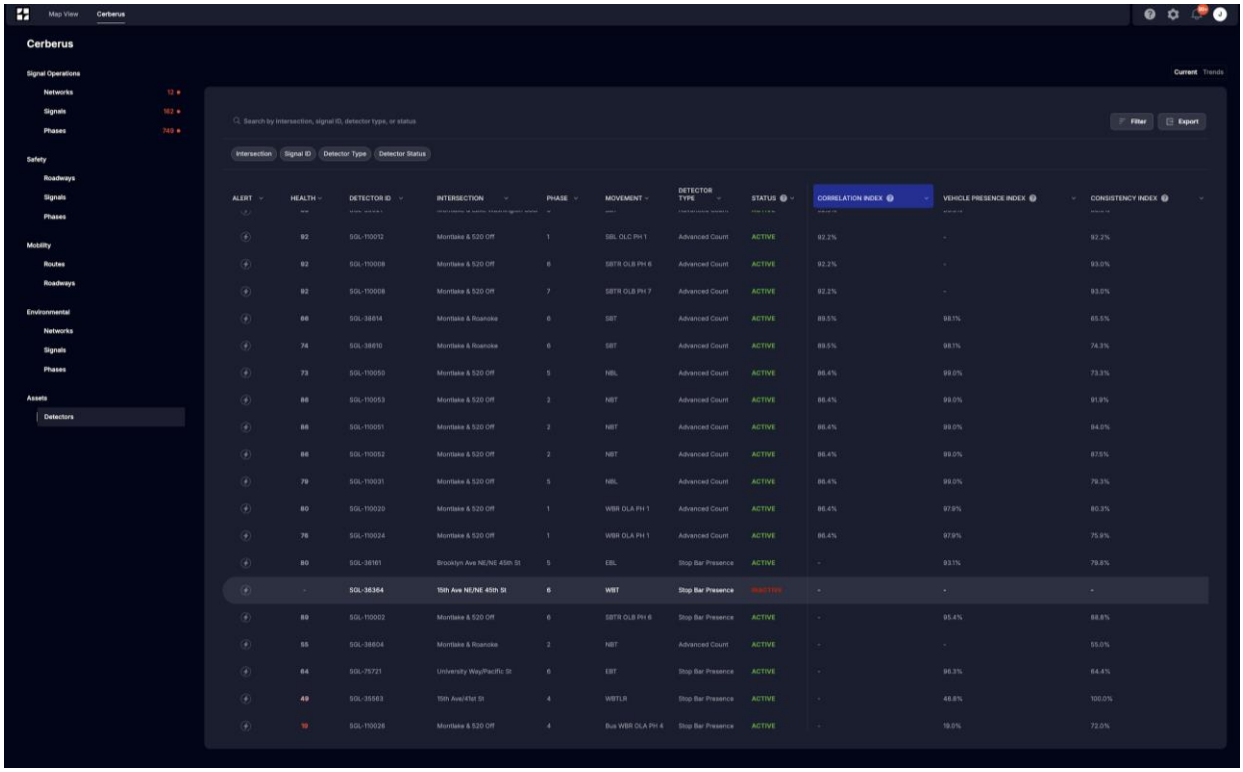
1. **Ingest Existing Detection Data** – The Luminus Plus platform will integrate real-time and historical data directly from controller event logs and detection systems using existing communication channels.
2. **Evaluate Detection Health and Calibration** – Using Flow Labs' detector health analytics, the system will automatically evaluate detection accuracy and consistency using indices such as correlation index, vehicle presence index, and consistency index. This process identifies faulty or miscalibrated detectors by comparing controller data against probe-based vehicle trajectories.
3. **Validate Detector Functionality in the Field** – Any irregularities or inconsistencies identified in software will be flagged for field verification by LFUCG staff or Flow Labs' engineering partners (e.g., WSP). These checks ensure that all active detection zones are performing correctly before optimization begins.
4. **Prioritize Upgrades Where Needed** – During the preliminary field visit, the project team will also provide recommendations for the addition of traffic observation equipment, as needed. The goal for all phases of this project is to migrate the signal performance process away from traditional methods and migrate toward utilizing ATSPM data for signal performance and remote operations evaluations. Remote

observation tools will only add benefit to the process for evaluations current and updated timings plans. Should the evaluation identify degraded or missing detection coverage, the Project Team will provide a ranked list of recommended upgrades or adjustments, focusing first on intersections with high delay or coordination sensitivity. These recommendations will be optional and based on cost-benefit justification, not as a deployment requirement.

The Project Team fully supports Lexington's goal to move away from traditional floating car runs toward a "big data" approach. By integrating controller event data, probe vehicle data, and detection feeds, the Luminus Plus platform provides continuous, visibility into signal and corridor performance—without field-based travel runs.

- **Probe-Based Vehicle Data** supplements detection to create a near-complete record of vehicle trajectories and intersection behavior, even where detection is limited.
- **High-Resolution Controller and Detector Data** provide precise signal actuation records for validation and long-term trend analysis.

Together, these data sources form a self-sustaining ecosystem of automated performance measurement and validation—enabling LFUCG to monitor, evaluate, and optimize signal performance remotely, accurately, and continuously.



Flow Labs Detection Monitoring - Flow Labs provides a dashboard showing Detector ID, Detector Type, Detector Status (Active/Inactive), Correlation Index, Vehicle Presence Index, Consistency Index, and more to support Detector Health Monitoring.

2. Discuss how detection data and even current signal timing data from external detection devices will be used (i.e. from other detection products, or from other intersections not slated for retiming with this project with live and historical data is available for use).

Luminus Plus is built to integrate and analyze data from any detection or controller source, regardless of manufacturer or deployment location. All available live and historical detection data, including that from intersections not currently slated for retiming—will be utilized to establish a network-wide operational baseline. This enables Lexington to evaluate how upstream and downstream intersections influence corridor performance, even beyond the defined project limits.

Detection and signal timing data from external devices will be automatically ingested through controller event logs or API integrations. These data feeds are then used to validate the accuracy of probe-derived measures and enhance timing analysis precision (and vice versa).

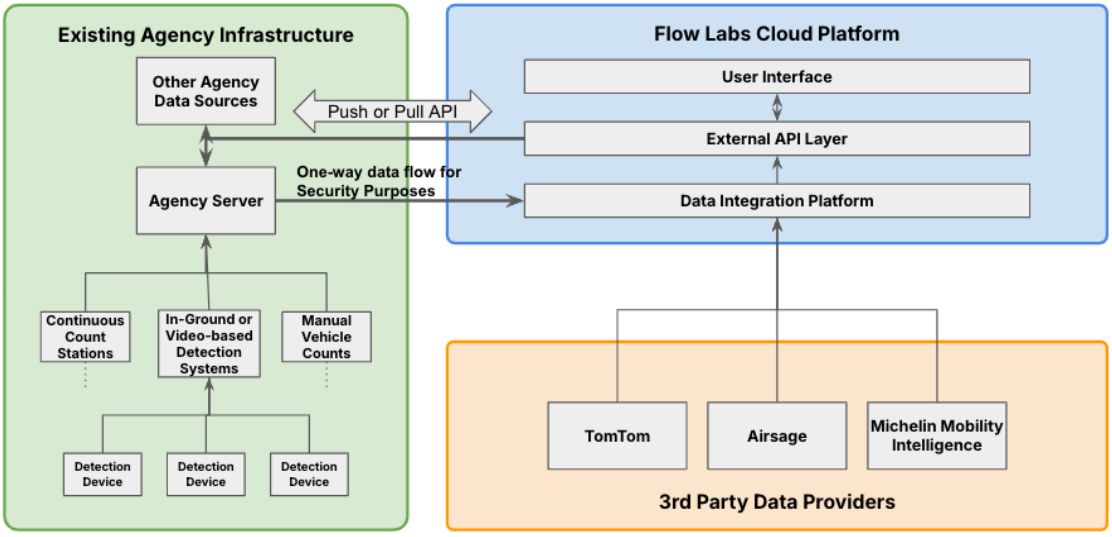
Existing signal timing data, including cycle lengths, splits, offsets, and coordination parameters—will be imported directly from MaxTime controllers via NTCIP-compatible exports or historical plan libraries (or via Engineer-manual entry into the Optimus Configuration Wizard). Flow Labs' analytics engine combines these with real-world traffic behavior observed through probe trajectories, producing a unified dataset for performance benchmarking and retiming support.

Even for intersections outside the immediate scope of optimization, the system leverages their datasets to:

- Quantify boundary effects and corridor progression continuity.
- Identify and ensure side street minimum delay tolerances; and
- Establish performance trends across the broader Lexington network, not just those signals that are being optimized.

This integrated approach ensures that all available detection and signal timing data—whether local or external, are fully utilized to support accurate, data-driven signal performance analysis and optimization across the entire LFUCG system.

ARCHITECTURE 1: EXTERNAL API



Potential Data Integration Architecture. The Flow platform is completely flexible for MoDOT's needs for data integration for both first party data flowing into Flow Labs and Flow Labs traffic data flowing to the City's data infrastructure. Flow Labs can meet any security requirements for data flows as specified by the City and can ingest API data, VM polling, or another requested integration method.

- Signal Timing and Traffic Flow Solution

1. We are expecting lane closures due to upcoming utility construction projects that may not allow for much notice. How will your signal timing solution address this type of situation and how quickly do you expect to be able to have a solution installed and active on the street?

The Project Team's signal timing solution is designed to rapidly adapt to changing roadway conditions such as temporary lane closures, detours, or construction impacts, without requiring field data collection or manual modeling.

When lane closures occur, **Luminus Plus** immediately detects operational changes—such as increased delay, reduced arrivals on green, or degraded progression—through its continuous, real-time monitoring of controller and probe vehicle data. Once identified, these impacts are flagged automatically within the platform's Cerberus monitoring dashboard, allowing engineers to confirm the extent and location of the disruption within minutes.

From there, Engineers can use **Optimus** to generate updated timing plans within a few minutes based on the latest field data, optimizing splits, cycle lengths, and offsets to mitigate congestion near the affected area. Because the platform requires no new

hardware installation or field calibration, these updated plans can typically be reviewed, validated, and exported for deployment within hours/days of detection—ensuring minimal disruption to corridor performance. There are also no limitations to the number of timing plans generated by Optimus, so LFUCG can optimize individual sections of the corridor (depending on work zone impact), create different timing plans for different times of day, etc. as needed.

This rapid, data-driven workflow allows LFUCG to maintain efficient signal operations throughout construction events, quickly adjust as traffic patterns shift, and restore normal coordination once lanes reopen—all without reliance on floating car runs or manual retiming studies.

2. Tates Creek Road is over-capacity by quite a bit during the AM And PM rush hours. Is your initial timing solution and adjustment plan based on traffic counts or traffic demands? Can you give us some details on how your signal timing strategies might differ between over-saturated periods verses periods when there is excess capacity? Also, it is critical that we prevent any ramp traffic from backing up onto New Circle Road where we have high speed conditions. Please briefly speak to how you might address this.

The initial timing plans and ongoing adjustments are based on real-world traffic demand, not static turning movement counts. Using high-penetration probe vehicle data combined with controller and detector data from **Luminus Plus**, the system continuously measures actual flow, delay, arrivals on green, and queue length at every intersection along Tates Creek Road. This ensures that optimization decisions are grounded in live, verified demand conditions rather than limited count samples and deterministic modeling.

During over-saturated peak periods, Engineers can use **Optimus** to prioritize minimizing delay and queue spillback by balancing splits and offsets to maximize throughput along the dominant direction while preserving critical side-street access. When excess capacity exists during off-peak hours, Engineers can use Optimus to reduce cycle lengths and reallocate green time to improve progression and minimize unnecessary delay. This demand-responsive approach ensures efficient operation under both congested and free-flowing conditions, without manual plan switching or reprogramming.

To prevent ramp queue spillback onto New Circle Road, the platform continuously monitors upstream queue lengths and approach delay through ISPMs' real-time and historical probe data. The great part of Flow Labs integrated probe data approach is that we are not limited by the placement of the advanced detector. Luminus Plus can alert LFUCG of where the back of the queue exists regardless of how far back it is. During TODs

where congestion typically backs up toward the ramp, Optimus can generate timing plans that increase ramp exit green time, adjust offsets, or rebalance coordination along the corridor to protect the freeway merge zone.

In summary, Flow Labs' timing strategies are demand-driven, data-validated, and safety-conscious, designed to maintain mobility during oversaturated peaks while protecting critical ramp operations through proactive, real-time signal control.

3. How will you address tying in the project signals with adjacent signals to the project relative to timing and traffic flow? For instance, one concern might be sending platoons into stopped conditions or into the dilemma zone at the next downstream signal outside of the project area.

The Project Team will coordinate project signals with adjacent intersections by treating upstream/downstream nodes as boundary conditions in both **Luminus Plus** (diagnostics) and **Optimus** (plan generation). We import the existing MaxTime timings (cycle, splits, offsets) for adjacent signals when available and use probe-validated corridor metrics (arrivals on green, approach delay, queue length, stops) to model how platoons traverse beyond the project limits. This lets us optimize within the project while respecting fixed offsets or TOD plans at neighboring signals.

To avoid sending platoons into stopped conditions or into the dilemma zone downstream, Optimus uses corridor objectives and constraints that:

- **Target arrival windows on green** at the next signal by adjusting offsets/bandwidth, and lock offsets where an adjacent signal must remain unchanged.
- **Guard against spillback** by monitoring downstream blockage and queue length at the upstream intersection boundary. Implement timing plans to prioritize AOG to reduce the likelihood of downstream blockage and spill back. Optimus allows the Engineer to prioritize AOG vs Bandwidth to ensure progression needs are met.
- **Reduce late-green arrivals** (which elevate dilemma-zone exposure) by shifting progression earlier within the green window and balancing left-turn service, without altering safety timings. Optimus allows the Engineer to prioritize DZE reduction to ensure late-green arrivals are limited as much as possible.

Operationally, the workflow is: (1) the Project Team will diagnose boundary performance in ISPMs, (2) the Engineer generates a corridor timing plan that includes the boundary intersections as constraints and prioritizes AOG, Bandwidth, or DZE reduction as needed, (3) the Engineer reviews in the time–space diagram to confirm downstream arrivals stay in green bands, and (4) export timing plan for controller upload. Post-deployment, ISPMs

continuously verifies AOG, delay, queues, and boundary health so we can quickly re-tune if construction, incidents, or demand shifts change downstream conditions.

4. What advanced signal timing features, if any, might you explore for this arterial beyond cycle lengths, splits, sequences, and offsets?

During the initial site evaluation and preliminary timing implementation, the project team will evaluate the operation of each intersection. This will include timing parameters that have a direct impact on the responsiveness of the intersection, including passage times, detection delays, phase sequence, and volume density if applicable. The RFP indicated all clearance intervals and pedestrian timings have already been evaluated and updated. If we find issues with current operations, we will document the localized issue and provide recommendations to improve operational efficiency.

To this end, here are some smart, beyond-the-basics features we'd consider for this arterial—each used selectively, with engineer-set guardrails and subject to LFUCG policy and controller capability:

- **Progression speed tuning & dynamic bandwidth shaping:** Optimize target cruise speeds and green bands by direction/time period to reduce late-green arrivals and smooth platoons between nodes.
- **Event-/season-aware TOD variants:** Suggest alternate plans for school peaks, special events, or work zones (same base timings, different offset/split emphases)..
- **Dilemma-zone risk mitigation:** Shift arrivals earlier within the green, limit late-green terminations, and refine force-off windows to reduce high-speed yellow entries at downstream approaches.
- **Reliability-focused plans:** Create "incident" variants with slightly shorter cycles and more balanced splits to dampen volatility and stabilize queues.
- **Emissions-aware tiebreakers:** When multiple plans are operationally equivalent, select the one with fewer stops/idle time to cut fuel use and emissions.

• Traffic Data

1. How much traffic observation data is needed or collected before timing changes are recommended and/or activated?

The beauty of Luminus Plus is that probe data can be provided up to 2 years historically (one year standard), so the only traffic observation data (ground truth data) required is for TMC calibration purposes. Ideally this ground truth data is provided from the corridor in the last year, but new data can be collected whenever is convenient, assuming no other calibration data is available.

2. How do you account for events like horse racing at Keeneland, University of Kentucky football games, or even traffic incidents like a stalled vehicle blocking a lane when you suggest or activate timing improvements?

The Project Team handles special events and incidents with a real-time monitoring approach through **Luminus Plus** and a pre-built event timing "playbook" that is data-driven, engineer-controlled, and fast to deploy via **Optimus**:

- **Detect & flag:** Luminus Plus continuously monitors real-time probe data and controller events to surface unusual patterns—e.g., surging demand near Keeneland, pre/post-game flows for UK football, or incident signatures like sudden queue growth and degraded arrivals-on-green.
- **Prebuilt event "playbooks":** Engineers, using Optimus, can configure time-bound TOD variants for known events (directional progression, targeted splits, adjusted offsets, shorter/longer cycles as appropriate) using historical reference data from previous events. This ensures that the signal timing "playbook" for the special events is based in the historical real-world observed data, ensuring the highest correlation between timing plan and road user experience

3. Discuss how you might identify, locate, and make improvements for bottlenecks within project limits.

Flow Labs identifies, locates, and resolves bottlenecks through a data-driven, multi-layered diagnostic and optimization process combining real-time analytics from **Luminus Plus** with rapid optimization capabilities in **Optimus**.

1. **Identification** – Using continuous & real-time probe vehicle and controller event data, Luminus Plus automatically detects potential bottlenecks by monitoring metrics such as approach delay, queue length, arrivals on red, and split failures. When thresholds are exceeded, the Cerberus monitoring dashboard flags these intersections or movements for review and notifies the Engineer responsible.
2. **Localization** – Engineers can visualize bottleneck locations using map-based and time-space diagrams. ISPMs trace the source of congestion by correlating real-time performance across adjacent intersections. This corridor-level + intersection-level visibility ensures that the true cause (not just the symptom) of delay is identified and isolated.
3. **Improvement and Verification** – Once bottlenecks are identified, Engineers can use Optimus to generate targeted timing recommendations to relieve congestion. Engineers can fine-tune these recommendations and preview their expected

performance improvements—such as reduced delay or improved arrivals on green—before deployment. Following implementation, ISPMs automatically generate before-and-after reports validating the improvements and confirming that the bottleneck has been resolved.

Through this continuous feedback loop—detect, diagnose, optimize, and verify—Flow Labs ensures bottlenecks within the project limits are accurately identified and efficiently mitigated, with measurable, data-backed performance gains.

Exhibit "D"
Revised List of Intersections to be Included
RFP 33-025

ATSPM and Signal Timing Project Intersections:

Tates Creek Road intersections::

1. Cooper Drive
2. **Alumni Drive**
3. **Old Mt Tabor Road**
4. **Albany Road**
5. **Lansdowne Drive**
6. **Dove Run Road**
7. **Malabu Drive/Merrick Drive**
8. **New Circle Road (Inner Loop)**
9. **New Circle Road (Outer Loop)**
10. **Gainesway Drive**
11. **Redding Road/Armstrong Mill Road**
12. **Laredo Drive**
13. **Wilson Downing Road/Appian Way**
14. **Tates Creek Center Drive/Park Place Boulevard**
15. **Man o' War Boulevard**
16. Clearwater Way/Hartland Parkway
17. Rockbridge Road

Man o' War Boulevard intersections:

18. Saron Drive
19. Crosby Drive
20. Rapid Run Drive
21. Trent Boulevard
22. Armstrong Mill Road
23. Bold Bidder Drive
24. Buckhorn Drive

Armstrong Mill Road intersections:

25. Greentree Road
26. Appian Way
27. River Park Drive

Alumni intersection

28. Alumni and Chinoe

Bold indicates original study intersections

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 15th day of January 2026, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and Path Master Inc, a Ohio corporation, ("Organization") with offices located at 1960 Midway Dr., Twinsburg OH 44087.

W I T N E S S E T H

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

1. EFFECTIVE DATE; TERM. This Agreement shall commence on January 15, 2026 and shall last for a period of one year unless terminated by LFUCG at an earlier time. At the discretion of LFUCG, the term may be renewed for up to three additional years at costs defined in the pricing information provided in Exhibit "B", provided funds have been budgeted and appropriated by LFUCG. At the discretion of LFUCG, additional intersections may be added for inclusion into the project at costs defined in the pricing information provided in Exhibit "B", provided funds have been budgeted and appropriated by LFUCG.

2. RELATED DOCUMENTS. This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

a. Exhibit "A" – LFUCG RFP Document
b. Exhibit "B" – Consultant Proposal
c. Exhibit "C" – ATSPM and Signal Timing RFP Follow-up Topics and Questions
d. Exhibit "D" – Revised List of Intersections to be Included

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

3. SCOPE OF SERVICES. Organization shall perform the services outlined in the attached Exhibit "A" – Scope of Work and include intersections in Exhibit "D" – Revised List of Intersections to be Included for LFUCG in a timely, workmanlike and professional manner (the "Services").

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed one hundred sixty one thousand five hundred dollars ($161,500) for the performance of the Services. Such payments shall be made monthly based on work completed as described and detailed by Organization and included as part of each monthly invoice submittal. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

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

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

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

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

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

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

6. REPORTING. Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by

LFUCG. This includes a detailed listing of work completed and approximation of the percentage of overall project completion submitted with each monthly report.

7. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

8. INSURANCE; INDEMNITY.

The risk management provisions of RFP No. 33-2025 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to the LFUCG as required therein.

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

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

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

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

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

12. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or

agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

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

14. INVESTMENT. Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

15. NO ASSIGNMENT. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

16. NO THIRD PARTY RIGHTS. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

17. KENTUCKY LAW AND VENUE. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

18. AMENDMENTS. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

19. NOTICE. Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

Path Master, Inc.
1960 Midway Dr.
Twinsburg OH 44087
Attn: Halle Van Scoy

For Government:

Lexington-Fayette Urban County Government
Division of Traffic Engineering
101 East Vine Street, Suite 300
Lexington, Kentucky 40507
Attn: Jeff Neal

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
Clerk of the Urban County Council

Path Master, Inc.

BY: Halle Van Dooy
Vice President

Jody Cronin 12/1/2025
ATTEST:

WITNESS: Dawn Pier
DATE: 12/1/2025

EXHIBIT "A"

Lexington/Fayette Urban County Government
Addendum for Services

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #33-2025 Automated Traffic Signal Performance Measures (ATSPM) and Timing Optimization Solution** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **September 29, 2025.** 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 supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

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

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

SELECTION CRITERIA:

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

1. Evaluation of the approach and methodology described in the submitted proposal (25%)
2. Specialized experienced and technical competence of the vendor, firm, or consultant (including a joint venture or association) with the type of service required (20%)
3. Familiarity with this or similar projects including those of similar scope, population size, traffic patterns, or traffic network layout (15%)
4. Past record and performance on contracts with LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling (15%)
5. Content, quality, completeness and form of submitted proposal (15%)
6. Capacity of vendor, firm, or consultant to perform the work and in a timely manner (10%)

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, Halle Van Scoy, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Halle Van Scoy and he/she is the individual submitting the proposal or is the authorized representative of Path Master, Inc., the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

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

Further, Affiant sayeth naught.

Halle Van Scoy

STATE OF Ohio

COUNTY OF Summit

The foregoing instrument was subscribed, sworn to and acknowledged before me by Ben A. Stidd Jr on this the 29 day of September, 2025.

My Commission expires: 07/11/2030

NOTARIAL SEAL STATE OF OHIO

BEN A. STIDD JR.
Notary Public, State of Ohio
My Commission Expires:
07/11/2030

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

****

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

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

Bidders

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

Halle Van Zoey
Signature

Path Master, Inc.
Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Path Master, Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	5	4	1													4	1
Professionals	14	12	1	1												13	1
Superintendents																	
Supervisors	2	2														2	
Foremen	1	1														1	
Technicians	6	4	2													4	2
Protective Service																	
Para-Professionals																	
Office/Clerical	3	1	2													1	2
Skilled Craft	1	1														1	
Service/Maintenance	3	1	1				1									1	2
Total:	35	26	7	1			1									27	8

Prepared by: Halle Van Scoy - Vice President **Date:** 9 / 29 / 25

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF PROCUREMENT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise 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 (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
859-258-3323

Firm Submitting Proposal: Path Master, Inc.

Complete Address: 1960 Midway Drive (Street) Twinsburg (City) 44087 (Zip)

Contact Name: Hall Van Scoy Title: Vice President

Telephone Number: 330-425-4994 Fax Number: 330-425-9338

Email address: halle.vanscoy@pathmasterinc.com

LEXINGTON

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) and a subgoal of twelve percent (12%) for Women 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.

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, 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.

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 33-2025 ATSPM

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.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. N/A	N/A	N/A	N/A	N/A
2. N/A	N/A	N/A	N/A	N/A
3. N/A	N/A	N/A	N/A	N/A
4. N/A	N/A	N/A	N/A	N/A

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

Path Master, Inc.
Company

9/29/2025
Date

Halle Van Scoy
Company Representative

Vice President
Title

LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 33-2025 ATSPM

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

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. N/A	N/A	N/A	N/A	N/A	N/A
2. N/A	N/A	N/A	N/A	N/A	N/A
3. N/A	N/A	N/A	N/A	N/A	N/A
4. N/A	N/A	N/A	N/A	N/A	N/A

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Path Master, Inc.
Company

Halle Van Scoy
Company Representative

9/29/2025
Date

Vice President
Title

LEXINGTON

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:

1. 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.

2. 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-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, 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, VOSBs 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.

> **Note: 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:	Path Master, Inc.	**Date:**	9/29/2025
Project Name:	ATSPM	**Project Number:**	33-2025
Contact Name:	Halle Van Scoy	**Telephone:**	330-425-4994
Email:	halle.vanscoy@pathmasterinc.com		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-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, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☑

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

Click or tap here to enter text.

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

Yes ☐ No ☑

Flo Artificial Intelligence, Inc. DBA Flow Labs
6580 E. McDowell Rd. - Unit 2316
Scottsdale, AZ 85257

Key Cable and, Supply Co., Inc.
4037 Genoa Road, Perrysburg, OH, 43551

Keystone Industrial Sales & Service
808 North 4th Avenue, Altoona, PA, 16601

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. Click or tap here to enter text.

Material procurement only.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

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:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ 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 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 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.

Click or tap here to enter text.

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.

Note: 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.

Path Master, Inc.	Halle Van Scoy
Company	**Company Representative**
9/29/2025	Vice President
Date	**Title**

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 IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".

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

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

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

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

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

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

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

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

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

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

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

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

Halle Von Dorp
Signature

9/29/2025
Date

RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

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

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

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

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

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

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

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

c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00548704

LEXINGTON, KY
REQUEST FOR PROPOSAL
RFP #33-2025

Automated Traffic Signal Performance Measures (ATSPM) and Timing Optimization Solution

Tates Creek Road

Material procurement

Pa

Lexington-Fayette Urban County Government (LFUCG)

Division of TRAFFIC ENGINEERING (TE)

Project Description ...

The Lexington-Fayette Urban County Government, Division of Traffic Engineering (TE) desires a qualified consultant or technical vendor solution for Automated Traffic Signal Performance Measures (ATSPM) & Signal Timing Optimization for fourteen (14) intersections along the Tates Creek Road corridor in Lexington, Kentucky. The project spans approximately 3.0 miles and includes Tates Creek Road intersections beginning with Man o' War Blvd. and continuing north to the intersection with Alumni Drive (mile points KY1974 7.797 – 9.455 and CS7436 0.000-1.528).

This project will consist of the ongoing compilation of traffic data and analysis of ATSPMs, the initial development of traffic signal timing paraments, and evaluation of traffic flow at regular intervals that will include operational-based timing adjustment recommendations.

This will be a pilot project to include a minimum of 6 months of signal timing monitoring and adjustment recommendations following the initial signal timing implementation. The solution should be scalable with options to extend the time period and to increase the number of intersections that are being serviced.

Traffic responsive, traffic adaptive, or other related automatic solutions may be considered after careful evaluation and testing of procedures and implementation. Redundancies in communications would also be a requirement.

Intersections Included in this Project ...

Tates Creek Road (KY1974) – (14 intersections)

- Tates Creek Road at Alumni Drive
- Tates Creek Road at Old Mount Tabor Road
- Tates Creek Road at Albany Road
- Tates Creek Road at Lansdowne Drive
- Tates Creek Road at Dove Run Road/Lansdowne Shoppes
- Tates Creek Road at Malibu Drive/Merrick Drive
- Tates Creek Road at New Circle Road Inner Loop
- Tates Creek Road at New Circle Road Outer Loop
- Tates Creek Road at Gainesway Drive
- Tates Creek Road at Redding Road/Armstrong Mill Road
- Tates Creek Road at Laredo Drive/Old Tates Creek Road
- Tates Creek Road at Wilson Downing Road/Appian Way
- Tates Creek Road at Park Place Boulevard/Tates Creek Centre Drive
- Tates Creek Road at Man o' War Boulevard

Introduction and Objective ...

With the support of a dedicated portion of funds from the Surface Transportation Block Grant Program - Lexington (SLX), LFUCG TE has taken great effort to enhance and develop Lexington's Intelligent Transportation Technologies (ITS) and traffic management operations over the past few decades. TE's goals have always been to achieve greater transportation safety and efficiency while also reducing congestion and collisions. Lexington has invested in many key ITS projects that have produced significant improvements in our transportation system including better signal coordination and increased efficiency in identifying and resolving traffic issues. We continue to see advancements and technological growth partnered with increased valuable traffic and travel data that originates not only from our own ITS systems, but also from other sources including some of our third-party data vendors and even crowd-sourced travel information. This multitude of data will play an essential part going forward as we work to further improve traffic operations throughout the city. With this project, TE aims to capitalize on traffic system and travel data to evaluate and improve traffic flow and signal timing on an on-going basis.

Background ...

LFUCG TE is responsible for the maintenance of traffic signals at 387 intersections along with 14 lane use controllers. These include signals owned by Lexington and also signals along state routes owned by the Kentucky Transportation Cabinet (KYTC). All traffic signal controllers are 2070L typically housed inside 332 signal cabinets. 150 locations are equipped with AXIS traffic observation quad view cameras (models Q-6000-E and Q6010-E), 97 of which have an additional Pan, Tilt, and Zoom (PTZ) camera mounted (models Q-6055 and Q-6075-E). Vehicular detection consists mainly of magnetic loops, Iteris RZ4 cameras with Vantage Edge video processors, and Wavetronix Matrix and Advance radar units along with a few FLIR thermal detection cameras, Gridsmart video detection, Currux Vision video detection, ITS Plus video detection, and EVO radar detection units.

TE recently migrated its central traffic signal software to Q-Free's Mobility platform after adopting MaxView and then Kinetic Signals years previous. High Resolution data is collected at all signals. Signalized intersections run MaxTime traffic control software locally (current version 2.15.0).

Communications primarily consist of 100± miles of single mode fiber optic cable. This fiber along with last-mile radio and fixed wireless connections have afforded TE the benefits of fast and reliable data connection to 95% of the traffic signals operating in Lexington.

LFUCG has a subscription to Streetlight Data Insights that provides us with traffic turning movement counts along with other traffic system analytics. Lexington also partners with Waze. The use of this or other crowd-sourced data would be welcomed for incorporation into the project where applicable. TE desires to leverage its existing investment in ITS equipment data collection where practical, but also recognizes that gaps in this information need to be addressed for this project. Existing equipment will likely require additional calibration and setup to capture necessary data required for typical ATSPM and other related traffic reporting.

This project is partially funded by federal grant and must be in full compliance with all existing federal transportation requirements.



PROJECT INTERSECTION MAP & INFORMATION

Tates Creek Road (KY1974) – (14 intersections)
(with Existing Vehicle Detection Noted)

Vehicle Detection Key:

(*L*)	Loops
(*V*)	Video – Iteris (RZ4 cameras & Vantage Edge)
(R_M)	Radar – Wavetronix Matrix at Stop Bar
(R_A)	Radar – Wavetronix Advance

- Alumni Dr (*mainline thru & lefts: R_M, side streets: V*)
- Old Mount Tabor Rd (*mainline left & side street: V*)
- Albany Rd (*mainline lefts & side streets: V*)
- Lansdowne Dr (*mainline lefts & side streets: V*)
- Dove Run Rd (*OB left V, IB left & side streets: L*)
- Malabu Dr/Merrick Dr (*mainline lefts & WB: L, EB: V*)
- New Circle Rd Inner Loop) (*all movements: R_M*)
- New Circle Rd Outer Loop) (*all movements: R_M*)
- Gainesway Dr (*mainline left and side street: L*)
- Redding Rd (*IB thru & mainline lefts: L, EB thru&left:V*)
- Laredo Dr (*mainline lefts and side streets: L*)
- Wilson Downing Rd/Appian Way (*all movements: L*)
- Park Place Blvd (*all movements L, WB side street: V*)
- Man o' War Blvd (all movements: *R_M, with R_A IB & OB*)

Device Communications: Fiber Optic extends the length of Tates Creek Rd. & Man o' War Blvd. in this area.

Axis Quad View Traffic Observation Cameras
(additional **PTZ** cameras are noted):

- Tates Creek Rd and Alumni Dr
- Tates Creek Rd and Albany Rd
- Tates Creek Rd and New Circle Rd Inner Loop (**PTZ**)
- Tates Creek Rd and New Circle Rd Outer Loop (**PTZ)**
- Tates Creek Rd and Armstrong Mill Rd
- Tates Creek Rd and Wilson Downing Rd
- Tates Creek Rd and Man o' War Boulevard (**PTZ**)

Below locations are not within project limits but are adjacent

- Tates Creek Rd and Cooper Dr
- Tates Creek Rd and Rockbridge Rd
- Alumni Dr and Chinoe Rd
- Man o' War Blvd and Saron Dr
- Man o' War Blvd and Crosby Dr

General Requirements ...

1. ATSPM system capabilities and performance shall:
    a. Report operations and metrics for standard Purdue ATSPMs including at a minimum:
        i. intersection demand.
        ii. gap outs per intersection.
        iii. max outs per intersection.
        iv. force offs per intersection.
        v. average stop delay per approach per movement.
    b. Identify corridor operations and provide arrivals on green.
    c. Send email or software configurable alerts to users based on definable triggers.
    d. Send alerts when there are database errors or irregularities
    e. Be able to provide alerts on operational performances for intersections and the corridor.
    f. Identify hardware and software faults at each intersection.
    g. Be capable of identifying intersection operation problems including intersection delay, split failures and left turn gaps.
    h. Provide specific recommendations and signal timing adjustments to address intersection operation problems including intersection delay, split failures and left turn gaps.
    i. Be capable of identifying corridor operation problems including approach delay and coordination.
    j. Provide specific recommendations and signal timing adjustments to address corridor operation problems including approach delay and coordination.
    k. Be compatible with existing controllers, signal detection and cabinet hardware.
    l. Be capable of using multiple detection types for analysis including radar, video, and loops.
    m. Be scalable and capable of expansion to monitor up to 400 traffic signals
    n. Be ready as a completed product and not requiring additional major development.
    o. Provide signal timing information including splits, offsets, and coordinated phase detector actuation for each intersection.

Documents and Reports ...

2. ATSPM document and reports requirements shall include:
    a. Historical and real-time corridor operations reports and comparisons
    b. Reports of faults and alarms
    c. Reports of user modifications and activities.
    d. A log of software functions that shall be created and time stamped.
    e. Normal operational logs
    f. Reports of Measures of Effectiveness of the state of the controller at all times. Reports shall be stored and available for a minimum of 60 days and the number of days shall be user configurable depending on storage available to TE.
    g. Historical and real-time maintenance/downtime reports.
    h. Historical and real-time traffic condition reports.
    i. Historical and real-time system performance reports.
    j. Reports that are customizable by date and time, automated, and query specific
    k. Easily accessible storage of logs, alarms, and reports for TE's use.

l. Configurable data dashboards.
m. Configurable performance measures (e.g., approach delay, Purdue split failure, number of preemptions, etc.) shown on dashboards.
n. Intersection reports capable of providing a comparison of current operations with past performance.
o. Red light running reporting

Network and Access ...

3. The ATSPM solution shall:
    a. Have security management and administrative system that allows access and operational privileges to be assigned, monitored, and controlled by an administrator, and conform to LFUCG's technology and cybersecurity policies
    b. Maintain up-to-date security patches and updates where applicable.
    c. Allow remote access to ATSPM components.
    d. Allow access by up to 10 operators simultaneously.

Training ...

4. The vendor shall provide:
    a. Initial basic component training for the ATSPM for TE staff.
    b. Advanced training six to eight (6-8) weeks after the initial ATSPM training for up to five (6) of TE's staff. The number of hours committed to advanced training shall be set by the manufacturer and approved by the City.
    c. Three (3) hard copies and an electronic copy of the user manuals for the software that include set-up, configuration, and operations for any software component installed as part of this project.

Maintenance ...

5. The vendor shall:
    a. Provide maintenance support for the ATSPM software.
    b. Provide phone, email, or web-based electronic support for a minimum of one (1) year including cloud service (if required), maintenance, and troubleshooting.
    c. Notify TE when new software updates are available. Software updates shall be included for a minimum of one (1) year after final acceptance.
    d. TE shall be notified of any ATSPM software issues or failures.

Installation Requirements ...

6. All equipment and software for the ATSPM solution shall be installed according to the manufacturer's recommendations for a complete and operational system. The ATSPM shall not interfere with the existing traffic signal central software or local traffic signal controller software. All software must make every reasonable effort to conform to applicable LFUCG policies for technology and cybersecurity. This includes keeping security patches up-to-date.

Initial Signal Timing ...

7. Initial Signal Timing shall include:
    a. Timing pattern parameters that cover seven (7) days per week for all fourteen (14) intersections included in this project.
    b. Timing patterns that transition to address traffic patterns and volumes as they change throughout the day.
    c. A regularly expected schedule of beginning and ending times for each traffic pattern
    d. A sufficient number of different traffic patterns (or sets of traffic parameters) to accommodate observable and measurable differences in traffic flow throughout the day on normal weekdays, Saturdays, and Sundays.
    e. Timing pattern parameters that include values for the following criteria at a minimum:
        i. Cycle lengths
        ii. Offsets
        iii. Phase splits
        iv. Phase sequences
        v. Minimal disruption to traffic flow while transitioning between timing patterns or different timing parameters
    f. Timing pattern parameters to be used in case of disruption in operation if the solution includes any form of automatic traffic operation such as traffic adaptive or traffic responsive
    g. Timing pattern parameters *may* include the following criteria in addition to the above minimum criteria in (e.) to improve signal performance:
        i. Phase timing parameters available within MaxTime signal controller software.
        ii. Phase option parameters available within MaxTime signal controller software.
        iii. Coordination Parameters including coordination modes, max modes, coordination gap out, and force off modes available within MaxTime signal controller software.
        iv. Any other useful parameters to improve traffic flow that is available within MaxTime signal controller software.
    h. Implementation of all signal timing pattern parameters by a qualified professional engineer for all fourteen (14) intersections. Remote access to the project signals can be made available. Any deviations for this step should be discussed within the proposal. Note that TE staff can be available to assist or complete this step if needed and in which case, this should be reflected in the lump sum for the total project. TE also reserves the right to complete this programming implementation step based on costs, affordability, or available project funding.

Provided Information ...

8. TE can provide the following information upon request:
    a. Access to current traffic signal timing programming from MaxTime traffic signal controller software.
    b. Access to high resolution data from the 2070 traffic signal controllers.

c. Synchro (version 12.0) traffic model which includes signal timing parameters, geometry, and 2023 traffic turning movement count volumes from Lexington's Streetlight Data subscription. The model includes the traffic plans that operate during each time period throughout the day on all days of the week for all project intersections.

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d. Access to any available Streetlight Data information that may be obtained under Lexington's current subscription during the time of this project
e. A "suitcase tester" and signal controller can be made available to test timing parameters prior to implementation at the LFUCG TE offices.
f. A "sandbox" intersection for testing purposes can also be created and made available within the Mobility central signal software.
g. Note that all pedestrian and all clearance intervals were calculated and implemented as part of a previous city-wide project and therefore will not be part of the current project. This data is available within existing signal timing programming.

Proposal Requirements ...

9. Proposals shall include the following for consideration:

   a. A detailed description of your approach and plan of action to provide the ATSPM solution and signal timing optimization. This should also include the intervals that signal timing adjustments or automations will be made available and a description of the traffic timing parameters that will be included.
   b. A proposed timeline including milestones for completion of the project.
   c. Experience and background relevant to the project along with similar past projects with other municipalities.
   d. Project pricing should be included for budgeting purposes but will not be considered as part of the selection criteria. We also request that pricing be included for scalability such as cost for additional intersections along with costs for extended periods of signal timing adjustment recommendations.

Selection ...

10. Selection of the vendor or consultant for this project will be based on the following criteria:

    a. Evaluation of the approach and methodology described in the submitted proposal (25%)
    b. Specialized experienced and technical competence of the vendor, firm, or consultant (including a joint venture or association) with the type of service required (20%)
    c. Familiarity with this or similar projects including those of similar scope, population size, traffic patterns, or traffic network layout (15%)
    d. Past record and performance on contracts with LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling (15%)
    e. Content, quality, completeness and form of submitted proposal (15%)
    f. Capacity of vendor, firm, or consultant to perform the work and in a timely manner (10%)

Measurement and Payment ...

11. The ATSPM solution shall be measured as a lump sum and will be paid monthly based on work completed. This will include ATSPM reporting functionality, work completed toward the initial signal timing, and provision of ongoing signal timing adjustment recommendations. The bid price shall include furnishing, installing, integrating, training, documentation, and testing of the ATSPM solution. The bid price should include initial signal timing plan development and six (6) months of signal timing adjustment recommendations. The bid price shall include all incidental items to provide and install the ATSPM solution as intended. Satisfactory completion of all testing requirements and all work, equipment and appurtenances as required for the functionality of the ATSPM solution is required. The bid price shall include all system documentation including operations and maintenance manuals, and other materials necessary to document the operation of the ATSPM system. The bid price shall be full compensation for all labor, tools, materials, equipment, and incidentals necessary to complete the work.

    Payment for the ATSPM solution will be done monthly and will be based on work completed. It is the responsibility of the vendor to promptly invoice TE and details of work completed must be presented with each invoice.

Reservation of LFUCG Rights ...

A. LFUCG reserves the right, after scoring all proposals, to hold virtual or in-person interviews with top qualified vendors, firms, or consultants that would include presentations or demonstrations of their proposed solution.
B. LFUCG reserves the right to negotiate all elements of work that comprise the selected proposal. In the event an agreement/contract cannot be reached, LFUCG reserves the right to negotiate an agreement/contract with the next highest scoring qualified finalist.
C. LFUCG reserves the right to negotiate an agreement/contract for the this project with the next most qualified finalist if the successful finalist does not execute an Agreement/Contract within ten (10) business days after submission of an agreement to such offer.
D. LFUCG reserves the right to terminate the agreement if the vendor, firm, or consultant fails to commence the work described herein upon giving the Vendor a 30-day written Notice of Award.



LEXINGTON

RFP #33-2025 Automated Traffic Signal Performance Measures (ATSPM) and Timing

Optimization Solution

September 2025

September 29, 2025

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

Re: RFP #33-2025 Automated Traffic Signal Performance Measures (ATSPM) and Timing Optimization Solution

Dear Director of Procurement:

The City of Lexington is seeking a signalization solution to modernize and optimize traffic signal operations, reduce congestion and collisions, enhance corridor efficiency, and make use of their ITS investments while setting up a scalable pilot program that can expand citywide.

Path Master, Inc. is pleased and excited to provide this response to the request for procurement of Automated Traffic Signal Performance Measures (ATSPM) and Timing Optimization Solution. Path Master offers expertise, local knowledge, and a proven record of delivering Intelligent Transportation Systems (ITS) across Kentucky, Ohio, West Virginia, and Pennsylvania. Path Master has provided transportation solutions across our territory for decades, with many ATSPM and Optimizations solutions deployed, supported, and managed.

Path Master has partnered with Flow Labs and WSP to bring together a team with proven industry leadership, advanced technology solutions, and deep local engineering expertise. This partnership is built on shared values, innovation, agility, and a strong commitment to improving the safety and efficiency of transportation systems. We offer a comprehensive turnkey approach, designed to achieve the project's primary objectives while maintaining flexibility to support future goals. Our team's extensive knowledge of LFUCG as-built systems, combined with years of experience in deploying Automated Traffic Signal Performance Measures (ATSPM), and implementing timing optimization solutions, positions us as a trusted partner for this initiative. With a strong local presence, we are uniquely equipped to deliver consistent, hands-on support throughout the life of the project. From initial deployment through completion, our team will remain fully engaged to ensure project success and long-term value for LFUCG.

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SECTION 1 | PROJECT TEAM

Path Master has assembled a highly qualified project team to support LFUCG in achieving its project goals. Serving as the project manager and single point of contact, Path Master will ensure seamless coordination, clear communication, and successful project delivery.

As a leading Intelligent Transportation Systems (ITS) company, Path Master specializes in the deployment and operation of advanced transportation technologies, including centralized traffic management systems, signal optimization and adaptive signal control, communications infrastructure, connected vehicle technologies, emergency vehicle preemption, transit signal priority (TSP), detection solutions, and integrated ITS applications.

With 49 years of proven experience, Path Master has successfully delivered projects of all sizes—from targeted traffic signal upgrades to large-scale, technically complex ITS implementations. Our long-standing reputation is built on customer service and support, technical expertise, innovation, and a commitment to improving safety, efficiency, and mobility for the communities we serve.

As a teaming partner on the Tates Creek Road optimization project, Flow Labs is serving as the ATSPM and Optimization solution provider for this proposal and will be responsible for the delivery and deployment of *Luminus Plus* and *Optimus*—Flow Labs' advanced ATSPM and signal optimization platforms. This includes all system customizations, future enhancements, ongoing maintenance, as well as the provision of software and technical support services to project stakeholders. Flow Labs will also source and integrate new datasets to further expand platform functionality, ensuring a continuously evolving and future-ready solution for the City of Lexington.

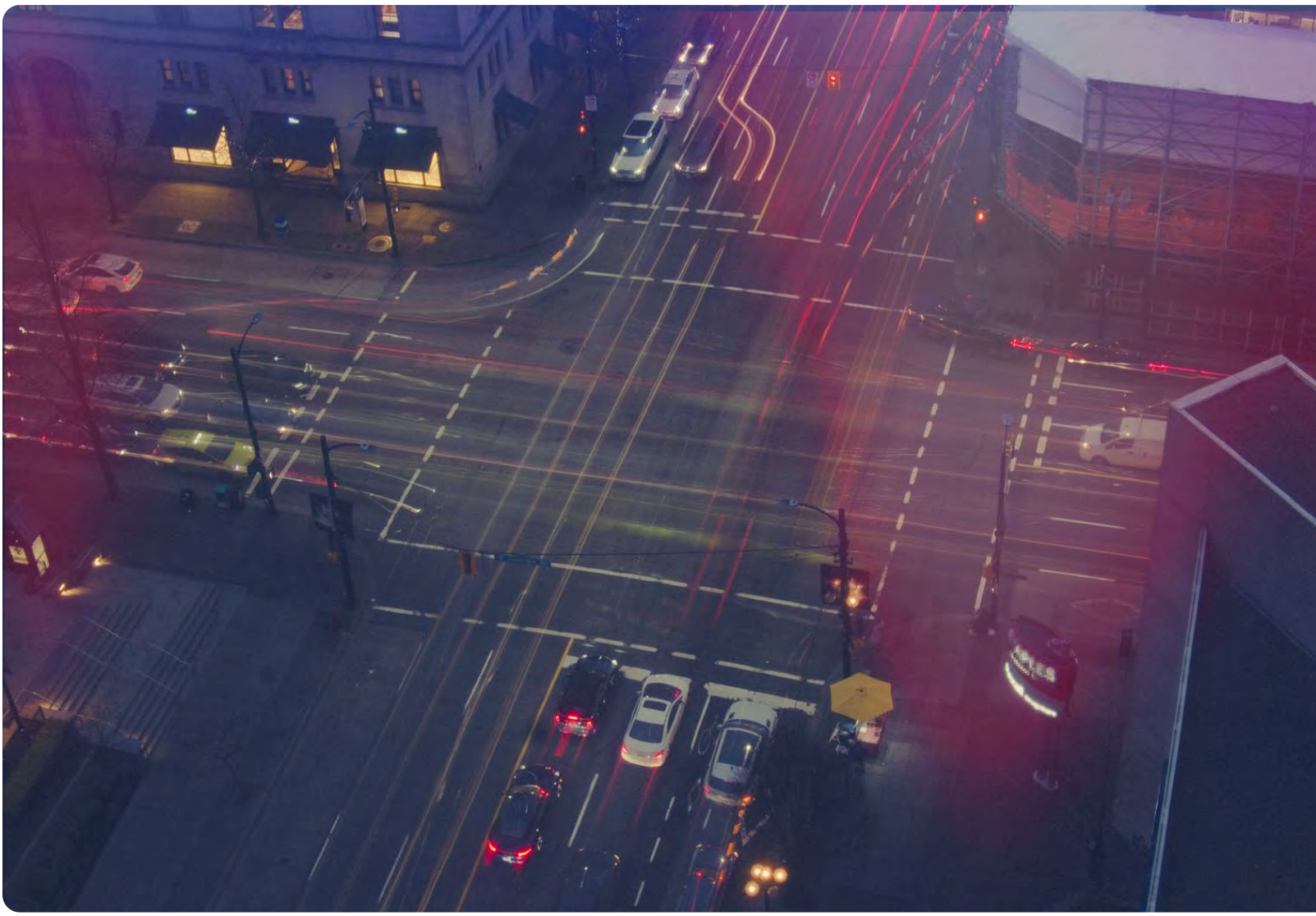
Founded in 2016 in Oakland, California, Flow Labs delivers cutting-edge, data-driven software solutions designed specifically for transportation agencies. Our expertise spans traffic signal optimization, artificial intelligence and machine learning, software platform development, geospatial data processing, connected vehicle data integration, decision support systems, and traffic signal control systems. The Flow Labs team is composed of academic researchers, software engineers, transportation technologists, and AI specialists, with over 50 years of combined experience in the design, development, and deployment of advanced traffic management solutions. Flow Labs is also supported by an advisory board that includes Malcolm Dougherty, former Director of Caltrans, and Scott Belcher, former CEO of ITS America—bringing nationally recognized leadership and domain expertise to our work.

Flow Labs excels in handling complex geospatial and crowd-sourced probe data, including systems integration, API development, and multi-source data processing. Leveraging artificial intelligence and machine learning, the team has developed industry-leading methods to cleanse and validate data, achieving 94.4% accuracy rates in verified studies. This high level of precision ensures that transportation agencies can trust the insights generated by Flow Labs' platforms, which form the foundation of mission-critical traffic signal performance measurement, monitoring, safety analytics, and optimization.

Flow Labs has pioneered the development of *Luminus Plus* and *Optimus* platforms that enable agencies to monitor, analyze, and optimize transportation networks without relying on in-field hardware—delivering cost-effective, scalable, and reliable solutions. These platforms have been validated extensively, most notably by the Florida Department of Transportation (FDOT). Following a rigorous evaluation, FDOT selected Flow Labs' *Luminus Plus* for deployment across 2,000 intersections, creating the largest integrated signal performance measures system in the United States. This proven record of large-scale, complex deployment underscores Flow Labs' ability to deliver transformative, high-impact transportation technology projects.

WSP is a global leader in engineering, design, and professional services, delivering innovative solutions across infrastructure, environment, energy, transportation, and the built environment. With roots dating back to the 1960s and headquartered in Montréal, Canada, the firm has grown into one of the world's premier consultancies, employing tens of thousands of professionals in more than 40 countries. Its growth has been driven by strategic acquisitions, including Parsons Brinckerhoff in 2014, that have expanded WSP's capabilities and positioned them as a trusted partner for complex, high-profile projects worldwide.

WSP's strength lies in combining global scale with deep local expertise. The company provides integrated engineering, advisory, and environmental services that help clients meet today's infrastructure and sustainability challenges. Known for its ability to manage technically demanding projects, WSP places strong emphasis on resilience, innovation, and climate-conscious design. Their commitment to sustainability and inclusive practices reinforces its reputation as a forward-thinking partner, capable of delivering solutions that balance technical excellence with social and environmental responsibility.



Flow Labs Proposed Solution

Introduction

The Lexington-Fayette Urban County Government (LFUCG) has made clear its commitment to advancing traffic management through data-driven, intelligent transportation solutions. The Division of Traffic Engineering's (TE) request for an Automated Traffic Signal Performance Measures (ATSPM) system builds on that foundation, seeking to expand visibility into signal operations, improve coordination, and deliver safer, more efficient travel for residents and visitors.

Flow Labs' Integrated Signal Performance Measures (ISPMs) platform, known as *Luminus Plus*, aligns directly with these objectives and even takes them a step further. ISPMs combine high-resolution controller event data (traditional ATSPMs) with high-penetration probe vehicle data (Probe-based SPMs) to provide a real-world, cross-validated single source of truth for signal performance. This best-in-class and one-of-a-kind approach enables LFUCG to continue its leadership in traffic signal management by delivering real-time & historic visibility, high-quality analytics & diagnostics, and easy-to-use reporting across the entire signal network. With *Luminus Plus*, LFUCG will be equipped to identify issues faster, validate improvements with confidence, and sustain the City's reputation for applying innovative, effective tools to achieve its transportation goals.

In addition to the ISPM solution, LFUCG has the option to leverage **Optimus**, Flow Labs' signal timing optimization platform, as a complementary tool. Flow Labs *Luminus Plus* solution can provide all of the data collection, analytics, and before-after reporting needed to support manual signal retiming studies, and Flow Labs is fully prepared to support LFUCG in this approach. However, Optimus offers a first-of-its-kind, AI-driven alternative that enables agencies to generate optimized timing plans in seconds and forecast outcomes using real world, real observed trajectory data points from probe vehicles and ATSPMs. To ensure a best-of-both-worlds solution, Flow Labs is comfortable with any deployment model LFUCG prefers—traditional, Optimus-driven, or hybrid. WSP, a trusted LFUCG partner, has been added to the Path Master and Flow Labs team and is fully capable of providing traditional signal retiming support. Additionally, in the hybrid approach, WSP can perform validation and benchmarking using established retiming methodologies, while Optimus accelerates plan generation and testing. This allows LFUCG to benefit from both the rigor of traditional engineering methods and the innovation of advanced optimization technology, with ISPMs serving as the foundation for continuous measurement and validation.

By integrating advanced performance measurements with automated optimization, Flow Labs ensures that the City of Lexington will not only have continuous visibility into how signals are performing today, but also the tools to proactively improve them tomorrow. The following section outlines our detailed approach and plan of action for delivering the requested ATSPM solution and signal timing optimization system, either via Optimus or through more traditional signal retiming efforts completed by WSP.

Approach and Plan of Action

Integrated Signal Performance Measures (ISPMs)

Flow Labs will provide the City of Lexington with a comprehensive ISPM solution through our *Luminus Plus* platform. Unlike traditional ATSPM systems that rely solely on controller or detection data, *Luminus Plus* **integrates controller-based ATSPM data with high-penetration probe vehicle data** to deliver a complete, validated view of signal performance. This cross-validated data approach ensures higher data accuracy than traditional SPM solutions and provides visibility in locations with detection gaps or degraded infrastructure.

Key elements of the ISPM approach include:

- **Unified Data Intelligence**: Combining controller logs and probe trajectories into a single platform for end-to-end visibility of signal operations.
- **Real-Time Performance Monitoring**: Detection of split failures, arrivals on green/red, queue lengths, red-light running, and delay in near-real time.
- **Automated Diagnostics**: Root-cause identification for degraded performance, including detection faults, coordination drift, or phase utilization issues.
- **Defensible Reporting**: Automated before-and-after evaluations to measure the impact of timing changes, capital projects, or corridor studies.

This unified approach reduces false alerts, accelerates diagnostics, and ensures the City has a single source of truth for both operational and strategic decision-making. Although *Luminus Plus* is a one-of-its-kind integrated SPM solution, it offers all the capabilities (and more!) of a traditional ATSPM platform. To best demonstrate this to LFUCG's TE, we've responded to each of the ATSPM requirements directly (highlighted in **blue**) and included screenshots of what these capabilities look like within *Luminus Plus*.

General Requirements

1. ATSPM system capabilities and performance shall:
   a. Report operations and metrics for standard Purdue ATSPMs including at a minimum:
      i. intersection demand. Figure 1.
      ii. gap outs per intersection. Figure 2.
      iii. max outs per intersection. Figure 2.
      iv. force offs per intersection. Figure 2.
      v. average stop delay per approach per movement. Figure 3.

      Flow Labs' *Luminus Plus* solution meets and exceeds the requirements to report operations and metrics for standard Purdue ATSPMs. A full list of operational performance metrics can be found in the List of Performance Measures document appended to this response. For each of the specific metrics above, a screenshot below has been provided. Figure numbers have been added alongside each for quick reference. Additionally, a number of ATSPM charts, including Purdue Coordination Diagrams (Figure 4), Phase Termination Diagrams (Figure 5), and Split Monitor Diagrams (Figure 6) are available.



Figure 1 - Intersection Demand. Collect vehicle turning movement counts, corridor volumes, and speed data with sub-1 minute latency and no additional infrastructure. Explore diagnostic histograms, time series charts, and TOD visuals to better understand why issues occur. Immediately identify non-recurring congestion, major queues, and incidents and alert/notify instantly when issues arise.



Figure 2 - Standard ATSPMs. As defined in Flow Labs Performance Measures appendix, ISPMs offer all the standard Purdue ATSPMs, including Gap-Outs, Max-Outs, Force-Offs, and Skips. Flow Labs provides diagnostic, time of day, and time series charts for each metric.



Figure 3 - Average Delay per Approach per Intersection. Flow Labs provides Average Delay and Median Delay per approach per intersection. This can be visualized via the cross-sectional chart (shown above) or on a time series or time of day chart. Users can also click into these individual phases to get a detailed diagnostic of LOS and delay on a per vehicle basis.

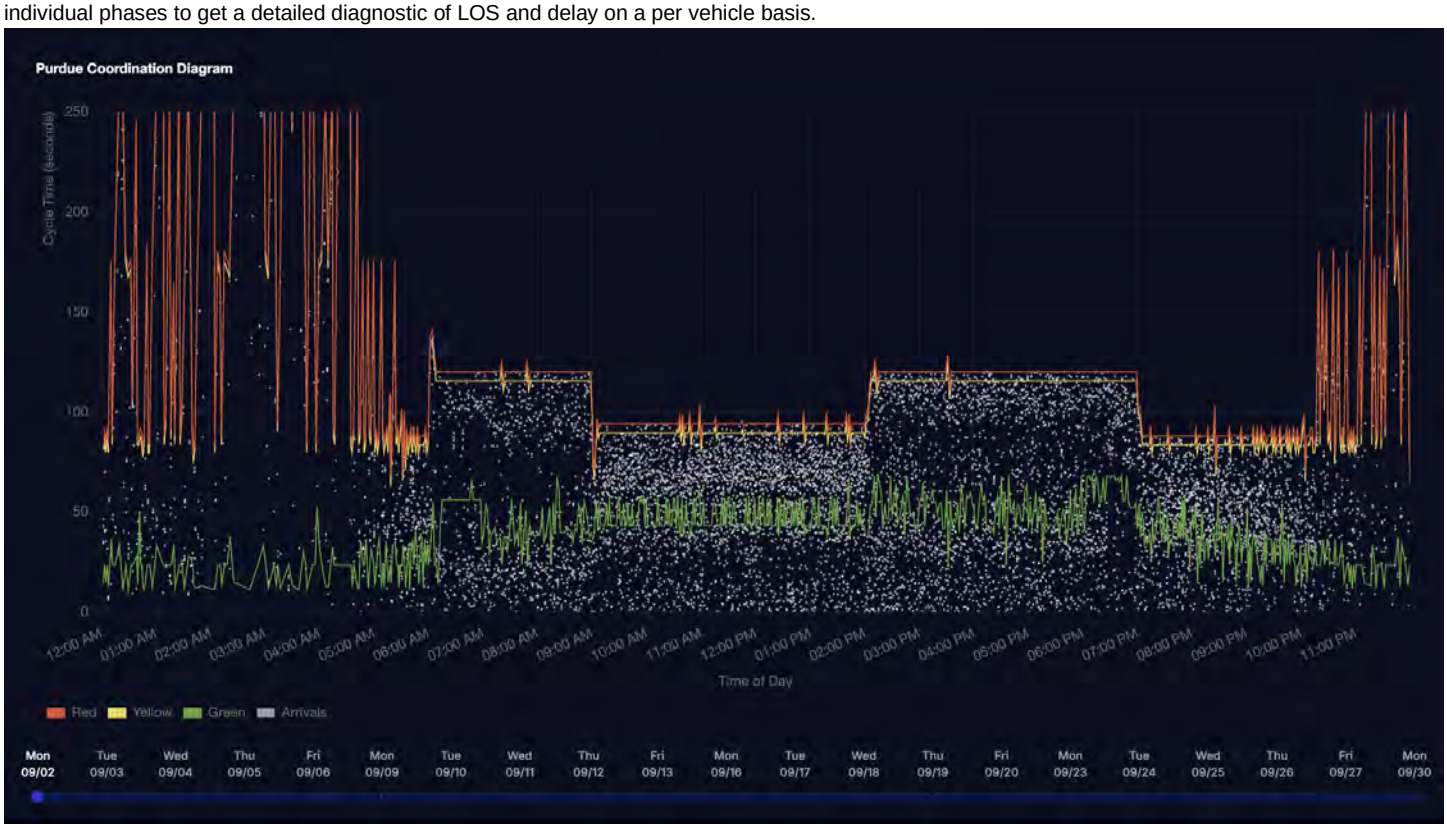


Figure 4 - Purdue Coordination Diagram. Flow Labs offers a new spin on traditional ATSPM charts such as Purdue Coordination Diagrams. Easily slide the scale from day to day to see changes in arrival patterns across weekdays, weekends, or specific days in time.

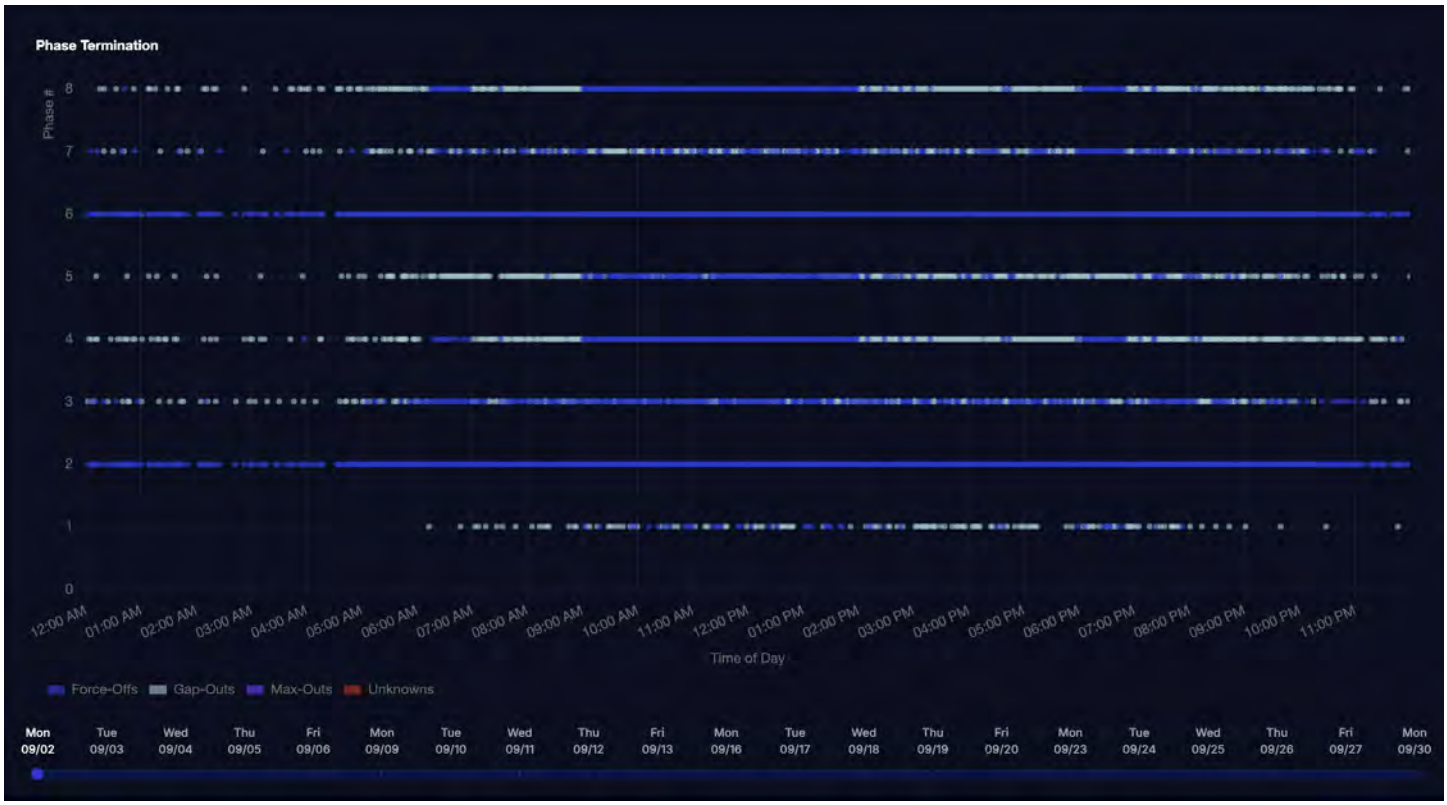


Figure 5 - Phase Termination Diagram.

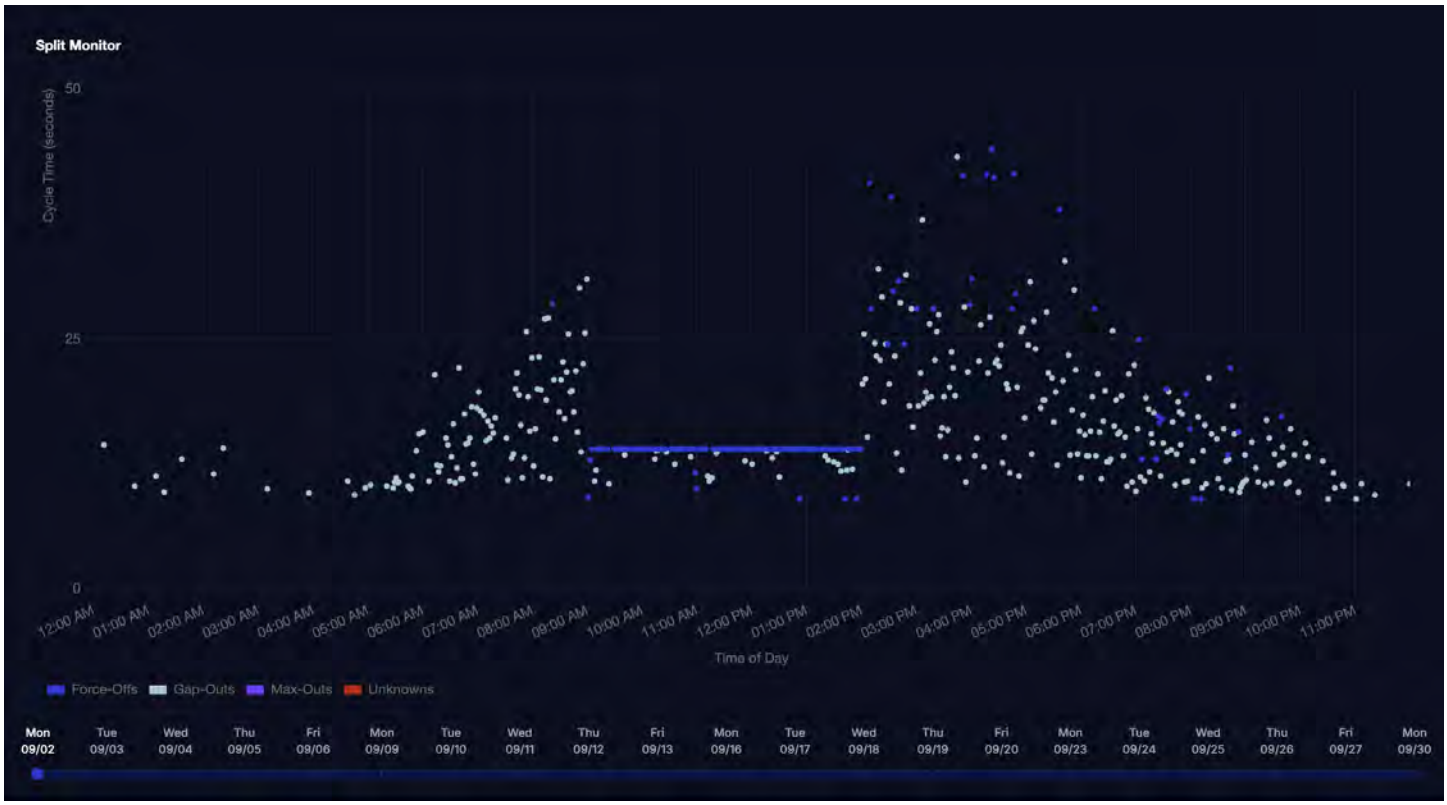


Figure 6 - Split Monitor.

b. Identify corridor operations and provide arrivals on green.

Luminus Plus offers unparalleled corridor operations and arrivals on green (AOG) diagnostics. Using the Cerberus proactive monitoring tool, Users can rank corridors, intersections, and individual phases using custom health scoring specific to the area of coverage. AOG is just one of the metrics that can be used to evaluate corridor performance (see Figure 7). Flow Labs' AOG visualizations come with cross-section, diagnostic, time series, and time of day graphs for easy evaluation (see Figure 8).



Figure 7 - Corridor Operations and AOG. Easily evaluate corridor operations and performance using a number of performance metrics including AOG. *Luminus Plus* visualizes these metrics using cross-section charts to easily see where AOG is the highest or lowest or if there are any outliers.

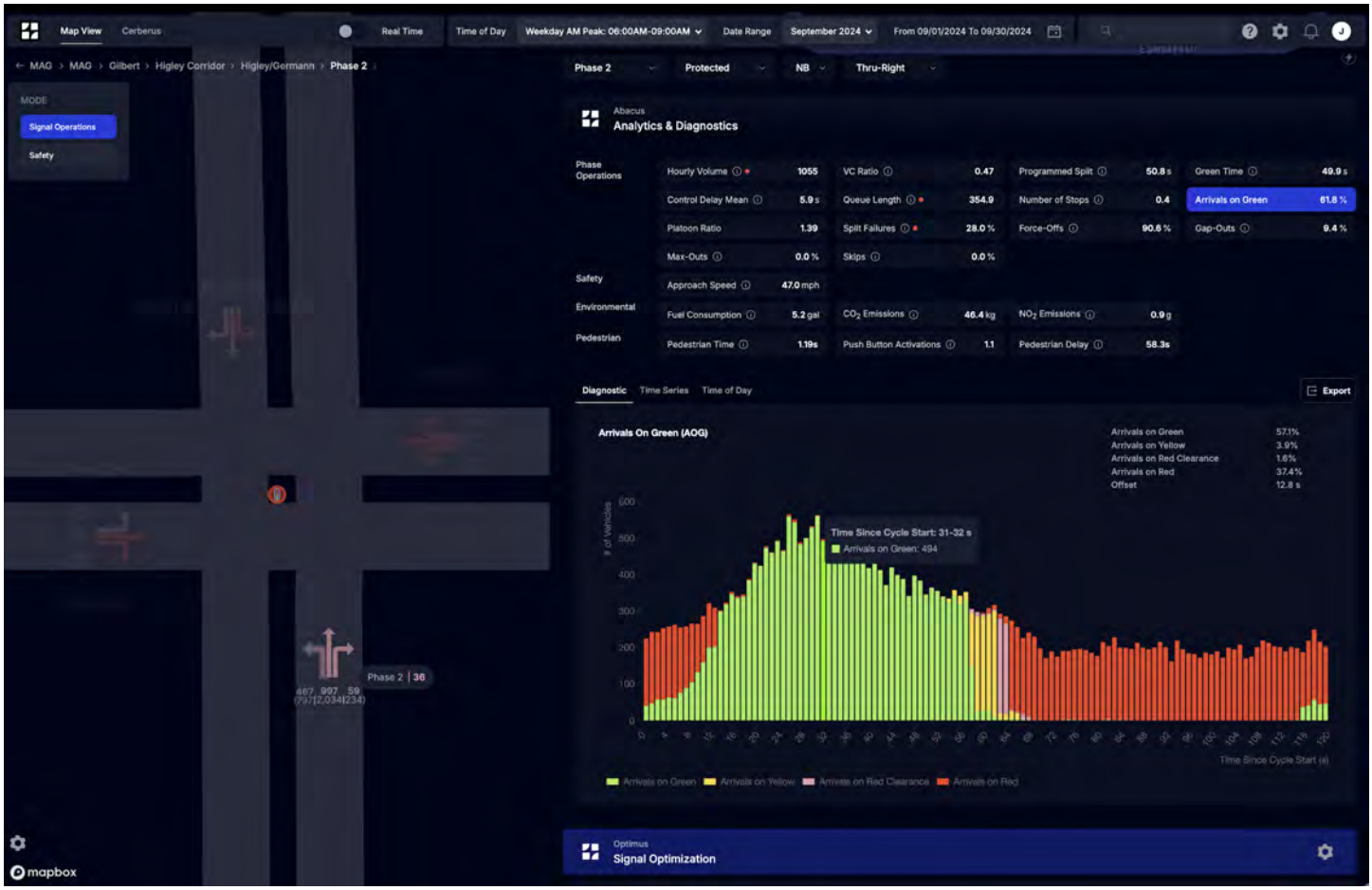


Figure 8 - Arrivals on Green. Drill down into an individual intersection and phase to see advanced AOG charts to better understand if the intersection is effectively handling high demand of vehicles on an ongoing basis. This one-of-its-kind diagnostic shows the number of vehicles and when they arrive at the intersection based on the Time Since Cycle Start**.** This is just one of the ways Engineers can understand approach delay and coordination.

c. Send email or software configurable alerts to users based on definable triggers.
Luminus Plus offers robust email and software configurable alerts to users based on a number of definable triggers (see Figure 9). Daily, weekly, monthly, etc. email reporting is also available and configurable.

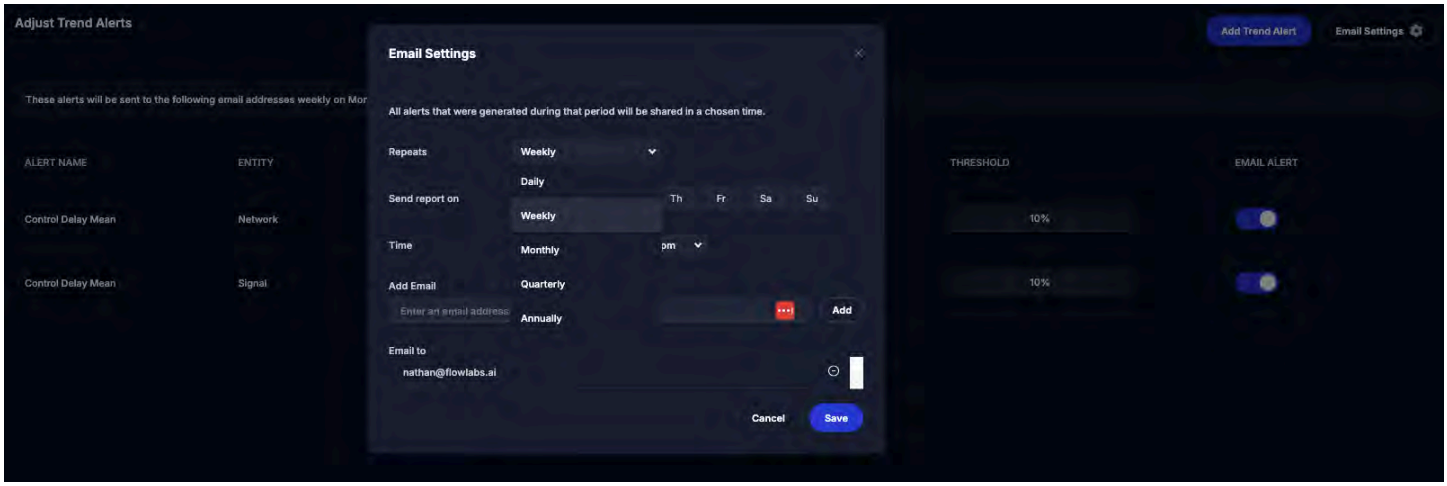


Figure 9 - Email Settings.

d. Send alerts when there are database errors or irregularities

Threshold alerts are generated whenever a metric deviates outside the user-defined thresholds. Users can define minimum and maximum thresholds for various metrics at the network, intersection, and phase level inside System Settings (see Figure 10).

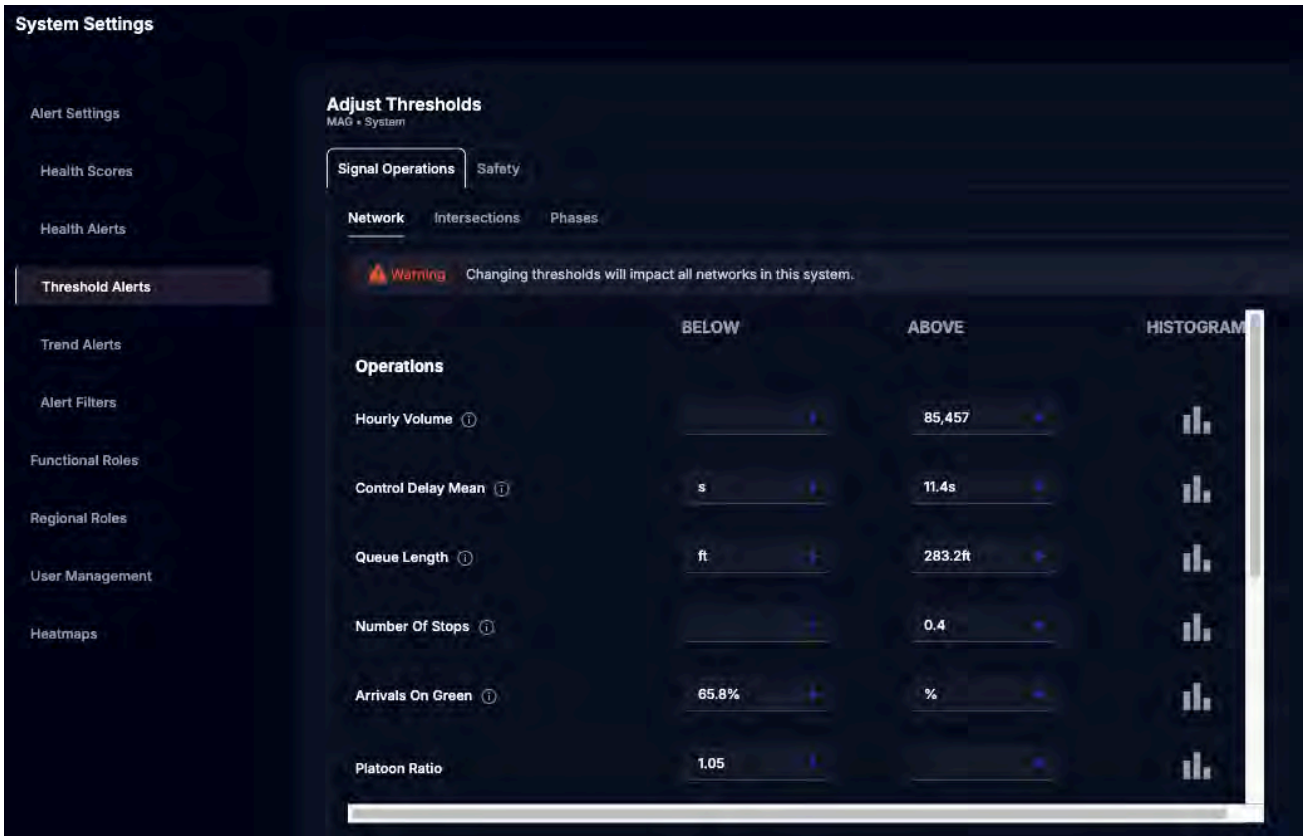


Figure 10 - Adjustable Thresholds.

e. Be able to provide alerts on operational performances for intersections and the corridor.
Health scores are generated for each entity in the Flow Labs Platform by assigning percentile values to each metric and multiplying by a user-defined weightage. Users can adjust the relative weightings of the metrics to influence the health scores and define how often and under what conditions they receive Health Alerts. Users can select:

- The time period over which Health Scores are tracked
- The threshold over which a change in Health Score will generate an alert

Flow Labs will provide an estimated daily number of alerts based on historical data to allow users to control their alert frequency (see Figure 11).

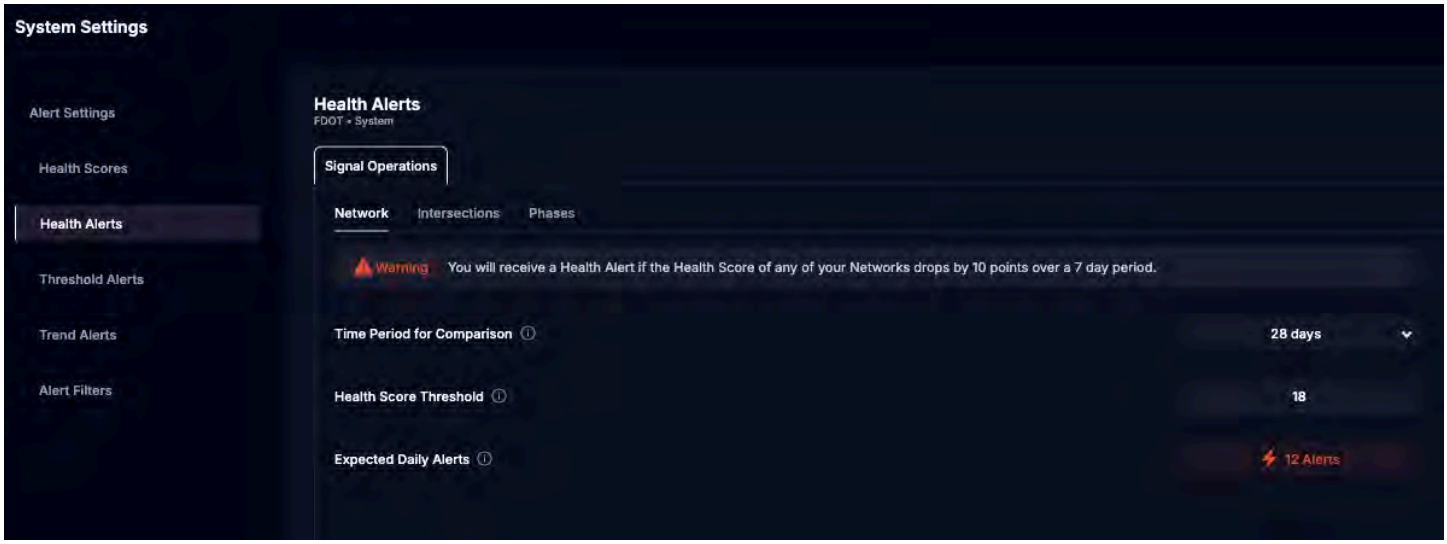


Figure 11 - Health Alerts.

f. Identify hardware and software faults at each intersection.
Luminus Plus provides unique hardware and software fault detection through its integrated data architecture, which combines probe vehicle data with ATSPM data. Beyond the standard fault alerts generated by ATSPMs, *Luminus Plus* tracks probe vehicles as they pass through detection zones to verify whether detectors are accurately registering them. This enables advanced detector health monitoring using metrics such as the correlation index, vehicle presence index, and consistency index (see Figure 12).

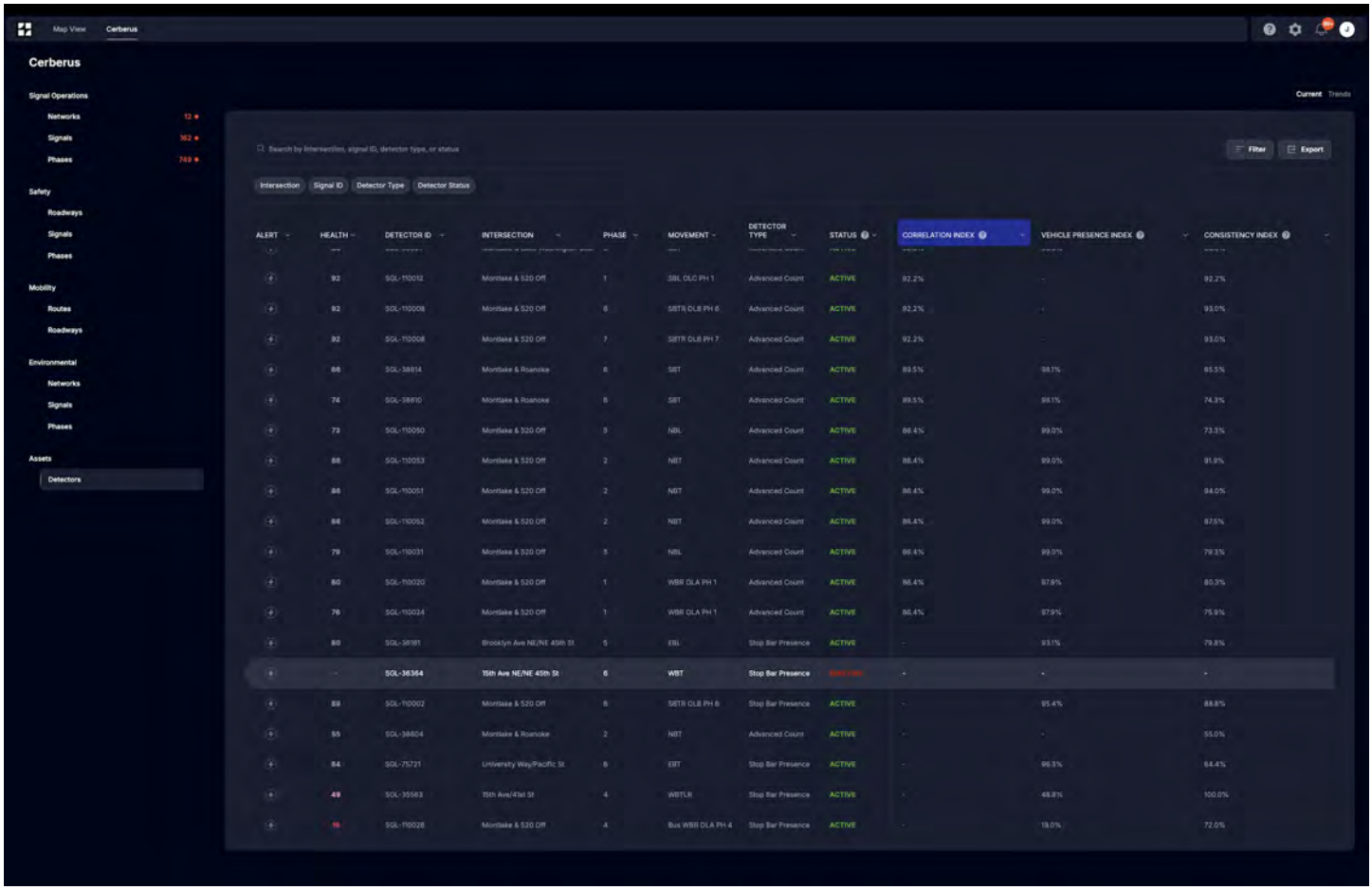


Figure 12 - Detector Health Monitoring. No other ATSPM platform offers the level of hardware and software fault detection that Flow Labs offers. Due to the integration of probe vehicle data with traditional ATSPMs, *Luminus Plus* offers advanced asset health metrics such as correlation index, vehicle presence index, and consistency index.

g. Be capable of identifying intersection operation problems including intersection delay, split failures and left turn gaps.
   Intersection delay, split failures, and left turn gaps are all metrics provided within the *Luminus Plus* solution (see Figure 2). As mentioned, a full list of Signal Performance Metrics available in the Flow Labs platform can be found in the attached Performance Measures appendix.
h. Provide specific recommendations and signal timing adjustments to address intersection operation problems including intersection delay, split failures and left turn gaps.
   This is a feature of Flow Labs *Optimus* solution, which is described below.
i. Be capable of identifying corridor operation problems including approach delay and coordination.
   Luminus Plus identifies corridor operation problems including approach delay and coordination. By combining controller event data with high-penetration probe data, the system measures delay at the intersection, phase, and movement level, and evaluates coordination through arrivals on green, queue length, number of stops, and progression quality. This unified approach ensures accurate detection of delay and coordination issues across corridors (see Figure 8).
j. Provide specific recommendations and signal timing adjustments to address corridor operation problems including approach delay and coordination.
   This is a feature of Flow Labs *Optimus* solution, which is described below.
k. Be compatible with existing controllers, signal detection and cabinet hardware.

Flow Labs platform is fully hardware agnostic and compatible with LFUCG's existing traffic infrastructure. The system can integrate directly with 2070L controllers and supports event log ingestion from controllers running MaxTime software. Alternatively, the system can also pull data from LFUCG's Q-Free's Kinetics Mobility platform, assuming LFUCG's instance has external APIs available (see Figure 13).

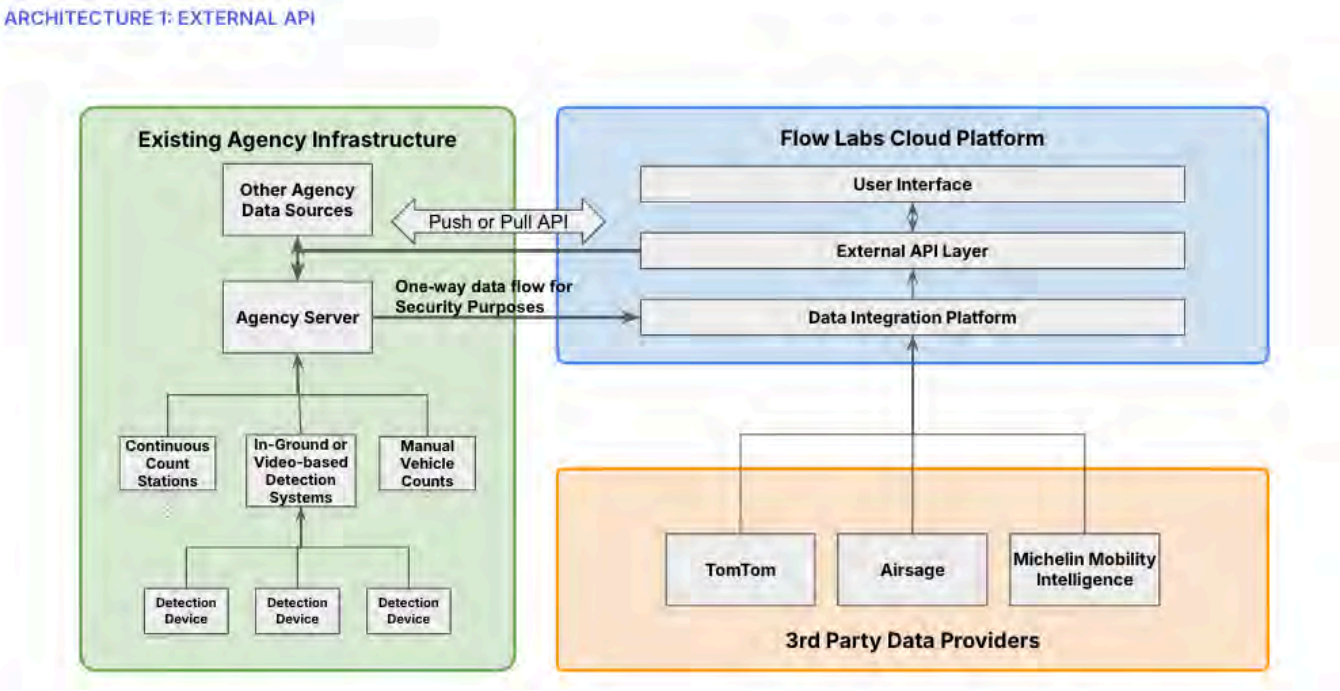


Figure 13 - Potential Data Integration Architecture. The Flow platform is completely flexible for MoDOT's needs for data integration for both first party data flowing into Flow Labs and Flow Labs traffic data flowing to the City's data infrastructure. Flow Labs can meet any security requirements for data flows as specified by the City and can ingest API data, VM polling, or another requested integration method.

l. Be capable of using multiple detection types for analysis including radar, video, and loops.
ISPMs can utilize processed data from the City's existing detection suite, including loops, Iteris video, Wavetronix Matrix and Advance radar, FLIR thermal, Gridsmart, Currux Vision, ITS Plus, and EVO radar detection.

m. Be scalable and capable of expansion to monitor up to 400 traffic signals
Flow Labs offers the most scalable ATSPM solution on the market, easily supporting 400 signals. Because of *Luminus Plus's* integrated architecture, the probe-based SPMs can be deployed days after NTP, giving LFUCG visibility into Signal Performance across all of its signals immediately. From there, integration with LFUCG's controllers can begin and ATSPMs can come online in parallel with the PBSPMs operating. For example, Florida Department of Transportation currently manages 2,000 signals using Flow Labs *Luminus Plus* solution.

n. Be ready as a completed product and not requiring additional major development.
Luminus Plus is a fully developed, web-based commercial off-the-shelf (COTS) solution that is ready for immediate deployment. Compared to traditional analytics platforms that can take months or even years to implement, Flow Labs delivers results in a matter of days or weeks—providing a lower-risk, lower-cost alternative.

o. Provide signal timing information including splits, offsets, and coordinated phase detector actuation for each intersection.

Luminus Plus captures phase splits, offsets, and coordinated phase detector actuations directly from Lexington's 2070L controllers running MaxTime. These measures are validated with probe data to show both programmed timing and real-world performance. Flow Lab's *Optimus* solution, which is described below, uses this information to identify the necessary baselines and constraints for its signal optimization recommendations.

Documents and Reports

2. ATSPM document and reports requirements shall include:
   a. Historical and real-time corridor operations reports and comparisons

   Luminus Plus delivers both real-time and historical corridor reports, showing arrivals on green, delay, queue lengths, and cost-of-delay. Engineers can compare current conditions or long-term trends and create custom Health Scores based on the thresholds and alerts described above (see Figure 14). Before-after reporting is robust and easy to configure, allowing Engineers to compare reference periods or specific incidents (see Figure 15).

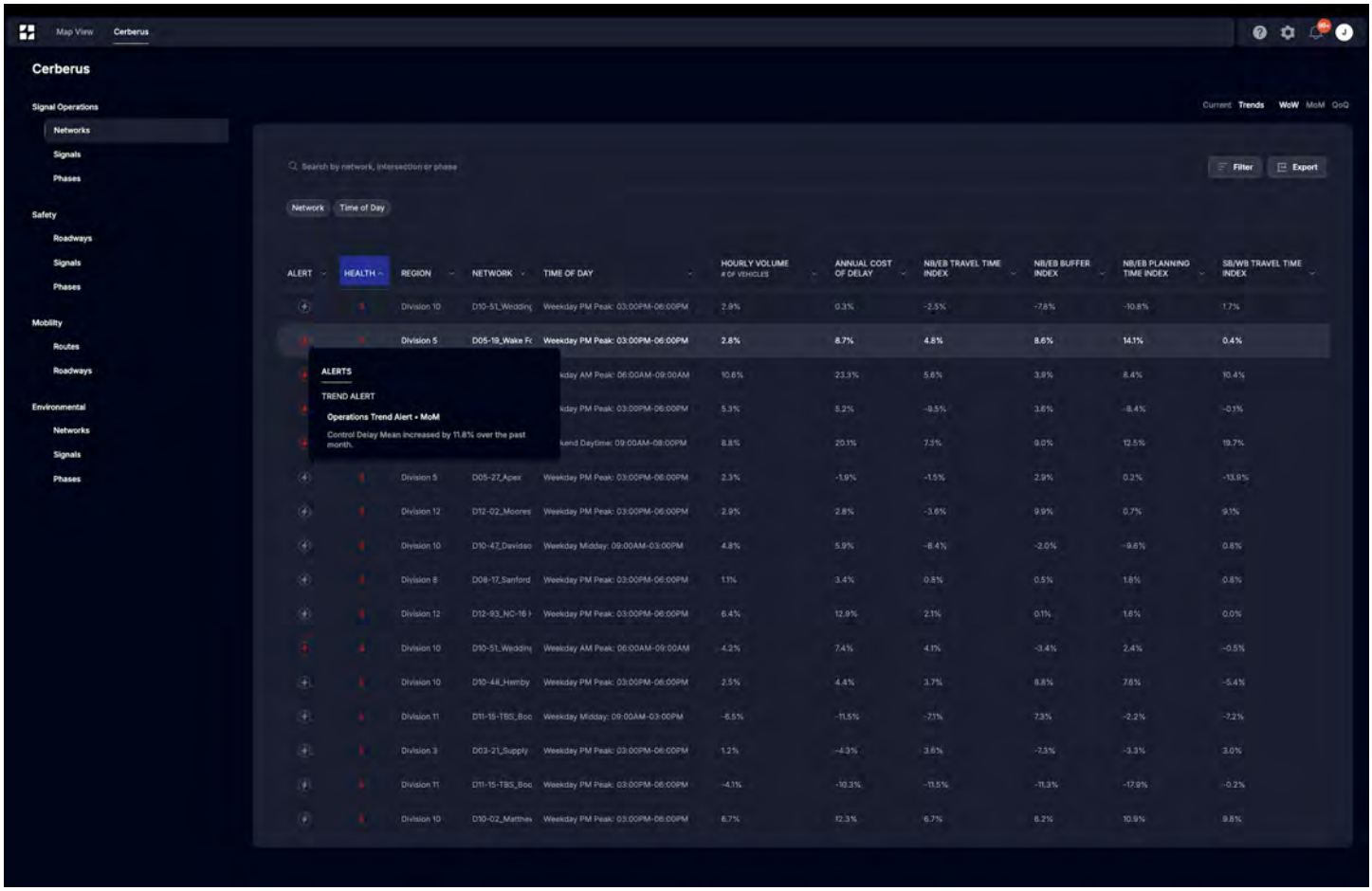


Figure 14 - Corridor Reporting and Comparisons. Rank, filter, sort, corridors, individual intersections, or even individual phases across the system. Review current conditions or WoW, MoM, QoQ trends for comparative analysis.

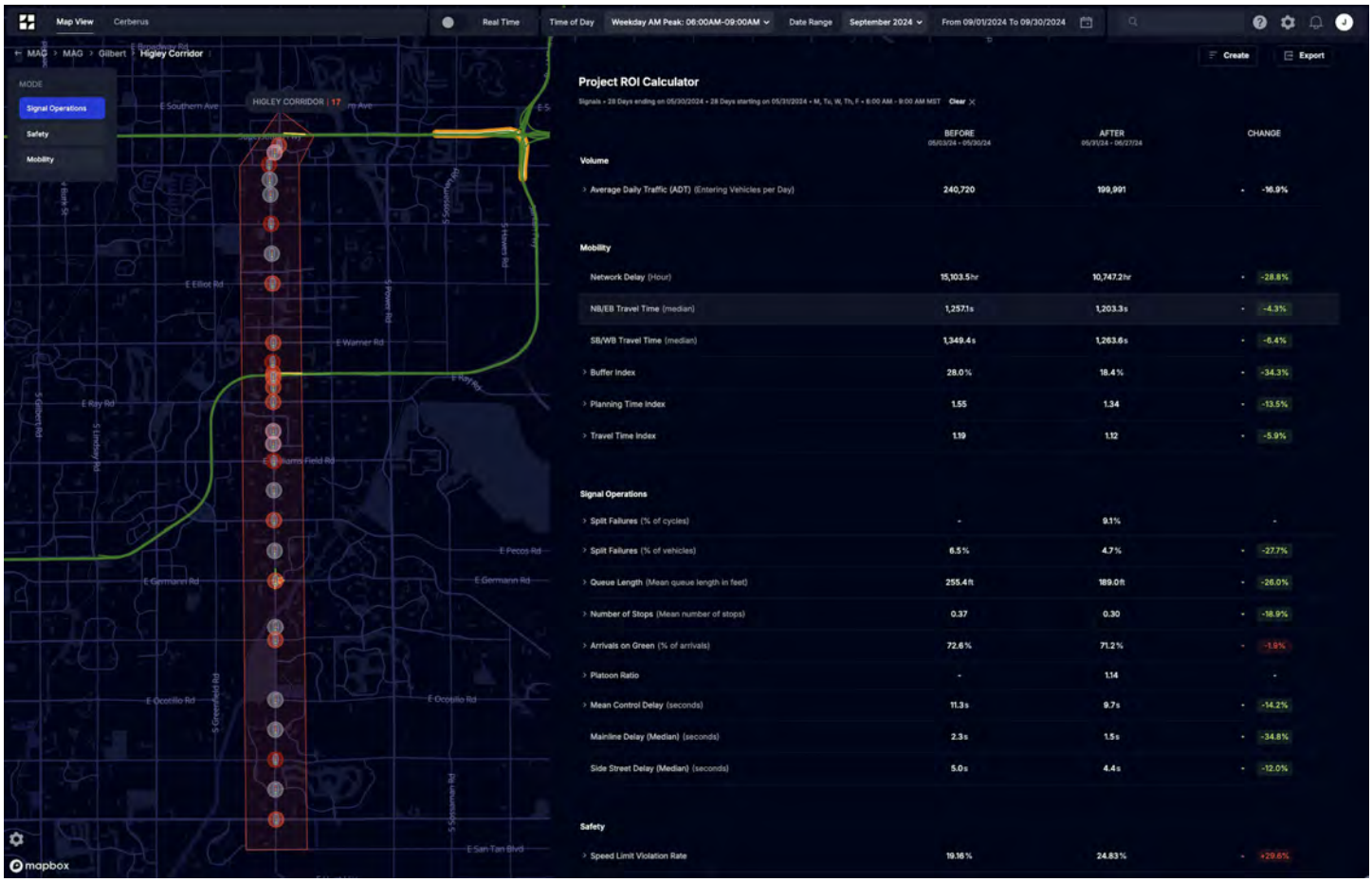


Figure 15 - Before-After Reporting. Compare two reference time periods or an incident day quickly and easily using *Luminus Plus*.

b. Reports of faults and alarms
   The same dashboard tool within *Luminus Plus* that allows you to monitor, report, and compare conditions also allows you to monitor asset and detector health. See General Requirements 1.f above for more information.
c. Reports of user modifications and activities.
   Flow Labs offers comprehensive User Management settings based on functional and regional roles. Reports of user modifications and activities can be made available.
d. A log of software functions that shall be created and time stamped.
   Flow Labs platform is a fully web-based, COTS solution that does not require these types of logs. Logs from the controllers and/or detection systems can be made available through direct integration.
e. Normal operational logs
   Operation logs are available, and logs from controllers and detection systems can be delivered through direct system integration.
f. Reports of Measures of Effectiveness of the state of the controller at all times. Reports shall be stored and available for a minimum of 60 days and the number of days shall be user configurable depending on storage available to TE.
   These reports can be made available through direct integration.
g. Historical and real-time maintenance/downtime reports.
   Asset and Detector health reports are exportable through the platform (see Figure 12). Platform maintenance/downtime reports can be made available.

h. Historical and real-time traffic condition reports.
Flow Labs' Real-Time Probe Based SPMs offer sub- 1 minute latency traffic condition data (see Figure 1). All the visualizations, metrics, and conditions information from *Luminus Plus* are exportable in csv, excel, jpeg, and pdf formats.

i. Historical and real-time system performance reports.
All the visualizations, metrics, and conditions information from *Luminus Plus* are exportable in csv, excel, jpeg, and pdf formats. Platform performance reports

j. Reports that are customizable by date and time, automated, and query specific
All the tools within *Luminus Plus* are customizable by date and time, filterable, searchable, and query specific.

k. Easily accessible storage of logs, alarms, and reports for TE's use.
All of this can be made available.

l. Configurable data dashboards.
Luminus Plus is made to be configurable based on the uniqueness and nuances of each individual region it supports. Configurability shows up throughout the figures provided above.

m. Configurable performance measures (e.g., approach delay, Purdue split failure, number of preemptions, etc.) shown on dashboards.
See the Performance Measures Appendix for a full list of the configurable performance measures within *Luminus Plus*. All these metrics are shown on dashboards, many of which are shown in the figures above.

n. Intersection reports capable of providing a comparison of current operations with past performance.
Luminus Plus offers before and after reporting capabilities, allowing Engineers to compare current operations with past performance. This can be done with reference period vs reference period or reference period vs incident day as described in Documents and Reports 2.a above.

o. Red light running reporting
Luminus Plus reports red light running (RLR) events by integrating controller event logs with high-penetration probe vehicle data. The system identifies and quantifies instances where vehicles enter during the red phase, providing both counts and percentages by approach or movement. Advanced diagnostic charts (see Figure 16), time series, and time of day charts are available.

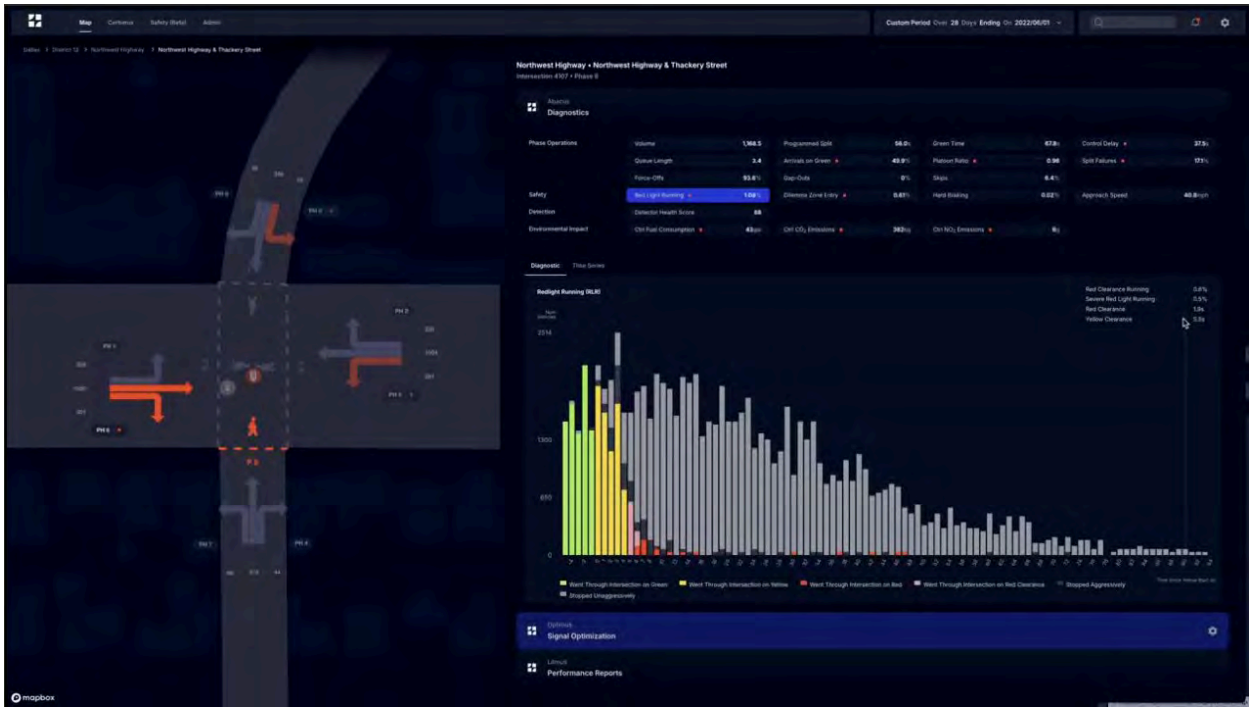


Figure 16 - Red Light Running.

Network and Access

3. The ATSPM solution shall:
   a. Have security management and administrative system that allows access and operational privileges to be assigned, monitored, and controlled by an administrator, and conform to LFUCG's technology and cybersecurity policies.
      As outlined in Documents and Reporting 2.c, Flow Labs provides functional and regional user access controls. The platform can be configured to align with LFUCG's technology and cybersecurity policies as required.
   b. Maintain up-to-date security patches and updates where applicable.
      Flow Labs maintains all platform components with regular security patches and updates to ensure compliance with industry cybersecurity standards. Updates are applied promptly as they become available, keeping the system protected against emerging threats while aligning with LFUCG's technology and cybersecurity policies.
   c. Allow remote access to ATSPM components.
      Flow Labs allows remote access to ATSPM components through data export and download from its platform. "Raw" ATSPM logs can be made available.
   d. Allow access by up to 10 operators simultaneously.
      Flow Labs does not charge per user nor limit the number of users that can operate the platform simultaneously.

Training

4. The vendor shall provide:
   a. Initial basic component training for the ATSPM for TE staff.
      Flow Labs prides itself on its support. Along with a dedicated Customer Success Manager, TE staff will receive unlimited training (within reason). This can include group training, individual one-on-one training, use case implementation, joint configuration sessions, etc. as appropriate.

b. Advanced training six to eight (6-8) weeks after the initial ATSPM training for up to five (6) of TE's staff. The number of hours committed to advanced training shall be set by the manufacturer and approved by the City.
See previous response.

c. Three (3) hard copies and an electronic copy of the user manuals for the software that include set-up, configuration, and operations for any software component installed as part of this project.
Luminus Plus requires no set-up or configuration—Flow Labs manages all intersection modeling, data ingestion, and related processes. However, hard and electronic copies of the support guide, data dictionary, user manual, and other documentation can be provided as needed.

Maintenance

5. The vendor shall:
   a. Provide maintenance support for the ATSPM software.
   Flow Labs is a fully turnkey solution, offering ongoing no-cost maintenance, support, and upgrades to the platform throughout the term.

   b. Provide phone, email, or web-based electronic support for a minimum of one (1) year including cloud service (if required), maintenance, and troubleshooting.
   Flow Labs provides a dedicated Customer Success Manager who is available to LFUCG's TE via phone, email, and chat for the entire term. Flow Labs also offers phone and email support as well as a Support Page with Support Guide, Feature Explainers, Training Videos, and CSM contact info built into the platform for easy access.

   c. Notify TE when new software updates are available. Software updates shall be included for a minimum of one (1) year after final acceptance.
   As part of Flow Labs' SaaS turnkey offering, software updates, product enhancements, and security patches are always available and made continually throughout the term. As long as LFUCG has access to the Flow Labs platform, they will receive these updates and enhancements.

   d. TE shall be notified of any ATSPM software issues or failures.
   Flow Labs will notify TE of any ATSPM software issues or failures. Flow Labs offers a data monitoring toolset to ensure that the connection between controllers, detection devices, and the front-end software stays up & operational as much as possible. The platform itself has an uptime of 99.5%.

Signal Timing Optimization (Optimus)

For signal timing optimization, Flow Labs will deploy *Optimus*, the industry's first hardware-free **AI-powered signal timing optimization engine**. *Optimus* is an add-on to *Luminus Plus* and uses ISPM signal controller data, real-world traffic data and predictive analytics to automatically generate, evaluate, and refine timing plans.

Optimization features include:

- **Simple Timing Plan Generation**: Automated optimization of cycle length, phase splits, and offsets with a single click.
- **Objective-Based Planning**: Plans can be tailored by an Engineer to mobility, safety, emissions, or combined outcomes. For example, *Optimus* can target travel time reductions, minimize red-

light running, or reduce emissions by prioritizing arrivals on green, dilemma-zone entry, target vehicle speed, and more.

- **Predictive Modeling**: Each plan is accompanied by projections of delay, queue length, stops, travel time reliability based on the historical trajectories of the probe vehicle data.
- **Interactive Time-Space Diagrams**: Engineers can visualize corridor progression and test scenarios virtually before implementation.
- **Continuous Improvement**: *Optimus* leverages machine learning to refine predictions and optimizations over time, ensuring timing plans stay aligned with evolving traffic patterns.

Optimus is designed to be engineer-controlled, offering full transparency and configurability rather than operating as a "black box" like many AI systems. It is intuitive to use, simple to configure, and straightforward to implement. Flow Labs also recognizes that *Optimus* represents a first-of-its-kind, hardware-free optimization engine, and may be a new concept for LFUCG. To demonstrate how *Optimus* aligns with the City's goals, we have responded directly to each of the Initial Signal Timing requirements (highlighted in blue) and included screenshots illustrating these capabilities within the platform. In addition, we have addressed bullet points h and j from the ATSPM general requirements, showing how *Optimus* supports a comprehensive and compliant solution.

General Requirements

h. Provide specific recommendations and signal timing adjustments to address intersection operation problems including intersection delay, split failures and left turn gaps.
Flow Labs' *Optimus* generates actionable timing plan recommendations—adjusting cycle length, phase splits, and offsets—to reduce intersection delay and correct split failures and left-turn gaps. Engineers set bounds on each parameter (e.g., minimum green, minimum split, yellow, red-clearance, pedestrian time) so *Optimus's* recommendations remain controller-safe and standards-compliant. Plans are created with a single generate step and returned with a complete, reviewable timing table. Each plan includes predicted performance for delay, queue length, arrivals on green, and reliability—shown before vs. after—so staff can verify that recommended split and offset changes alleviate delay "hot spots," resolve split failures, and improve left-turn service prior to deployment. Engineers can fine-tune any movement (e.g., increase left-turn split, adjust offset) and re-optimize as needed.

j. Provide specific recommendations and signal timing adjustments to address corridor operation problems including approach delay and coordination.
Building on the information above, *Optimus* produces corridor-level timing plans that target approach delay and improve coordination by optimizing cycle lengths, splits, and offsets across successive signals. Engineers review and refine recommendations using time–space and bandwidth visualizations, then deploy with full before/after performance predictions (delay, arrivals on green, reliability) to confirm improved progression. ISPMs through *Luminus Plus* (prerequisite) supply the live and historical coordination evidence—e.g., arrivals on green and delay—used to validate *Optimus's* corridor recommendations.

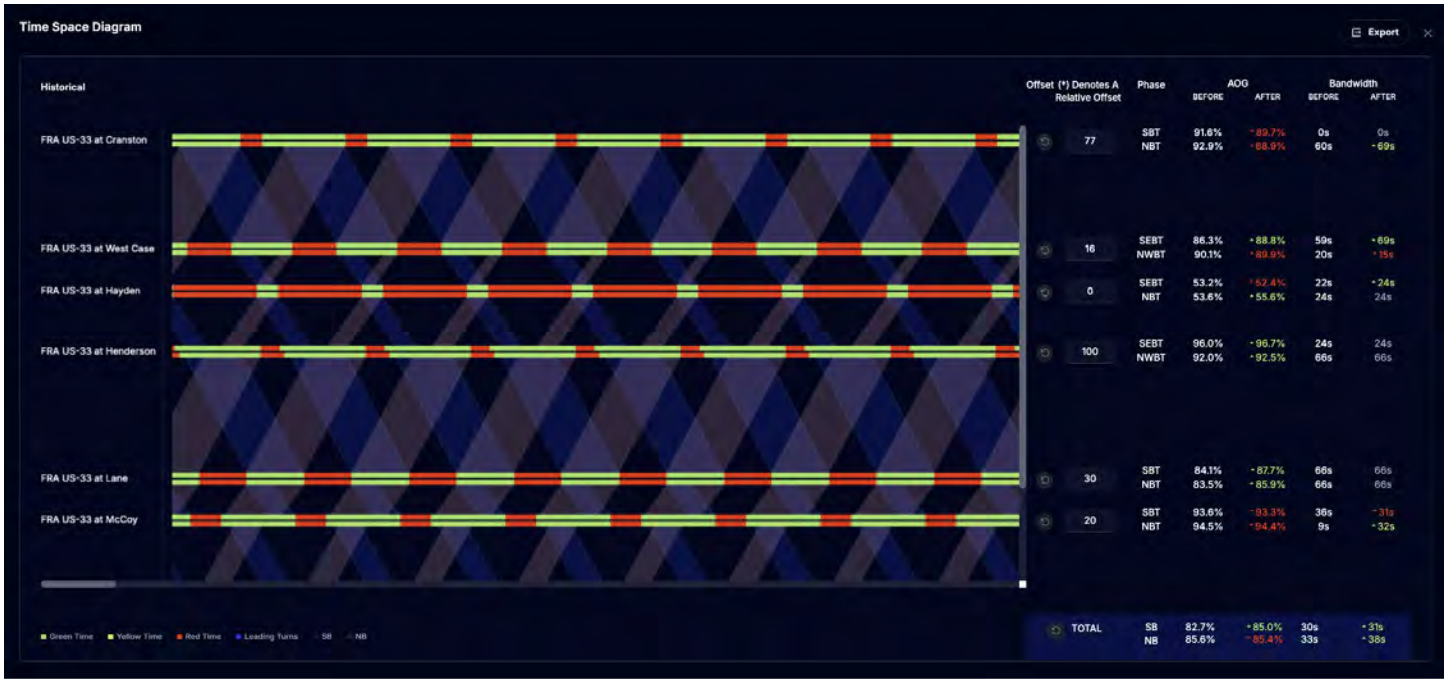


Figure 17 - Optimus Time Space Diagram. Visualize bandwidths across the corridor using Flow Labs' TSD functionality. Quickly revert back and forth between the old timing plan and the new optimized timing plan to see exactly where Optimus is recommending changes be made.

Initial Signal Timing

6. Initial Signal Timing shall include:
   a. Timing pattern parameters that cover seven (7) days per week for all fourteen (14) intersections included in this project.
   b. Timing patterns that transition to address traffic patterns and volumes as they change throughout the day.
   c. A regularly expected schedule of beginning and ending times for each traffic pattern
   d. A sufficient number of different traffic patterns (or sets of traffic parameters) to accommodate observable and measurable differences in traffic flow throughout the day on normal weekdays, Saturdays, and Sundays.

   To best respond to these first four requirements, we've combined our responses. *Optimus* supports **three tiers of update intervals**:

   On-Demand Adjustments – Engineers may generate or modify timing plans at any time using *Optimus*. Timing plans can be downloaded or exported directly into controllers based on existing Time-of-Day schedules covering seven days per week for all fourteen intersections included (see Figure 18).

   Scheduled Updates – Timing plans can be pre-developed based on time-of-day, day-of-week, or seasonal traffic patterns, ensuring proactive alignment as traffic patterns volumes change throughout the day as well as with recurring conditions (e.g., school schedules, game days, or downtown events) (see Figure 19).

   Automated Intervals – Using integrated real-time ISPM data, the platform can flag degraded coordination or performance and recommend optimized plans. *Optimus* can support automation cycles as frequently as daily or weekly, based on Lexington's operational preferences.

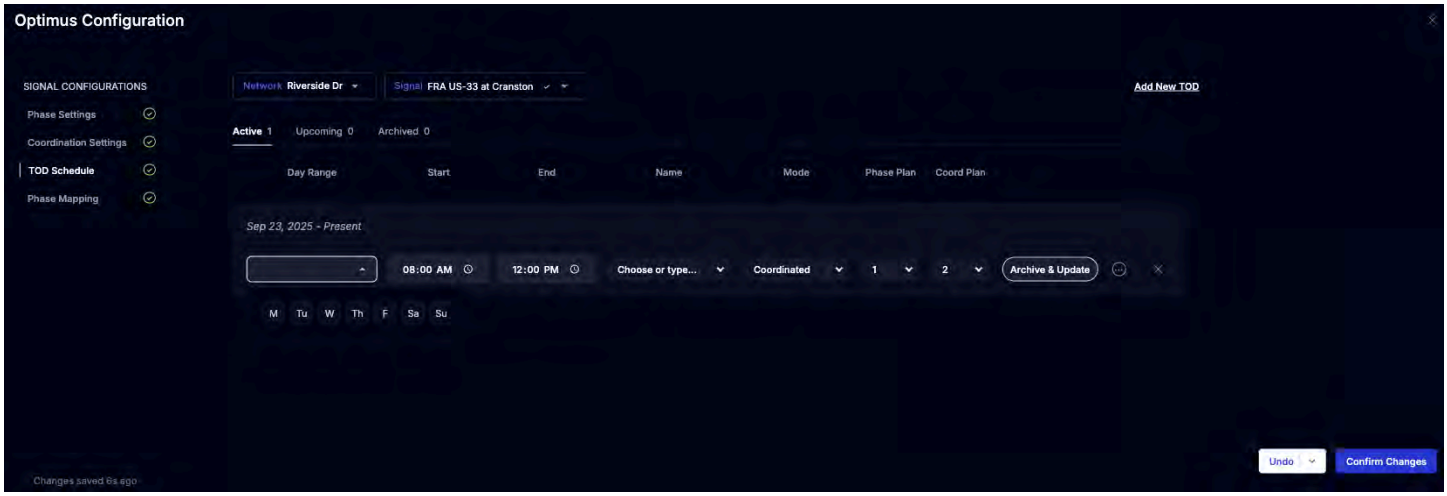


Figure 18 - *Optimus* TOD Schedule Configuration. Create timing plans for any time of day, day of the week, weekday vs weekend, or traffic pattern identified by *Luminus Plus* as needing to be optimized. This gives Engineers complete control on how they retime signals across the corridor.

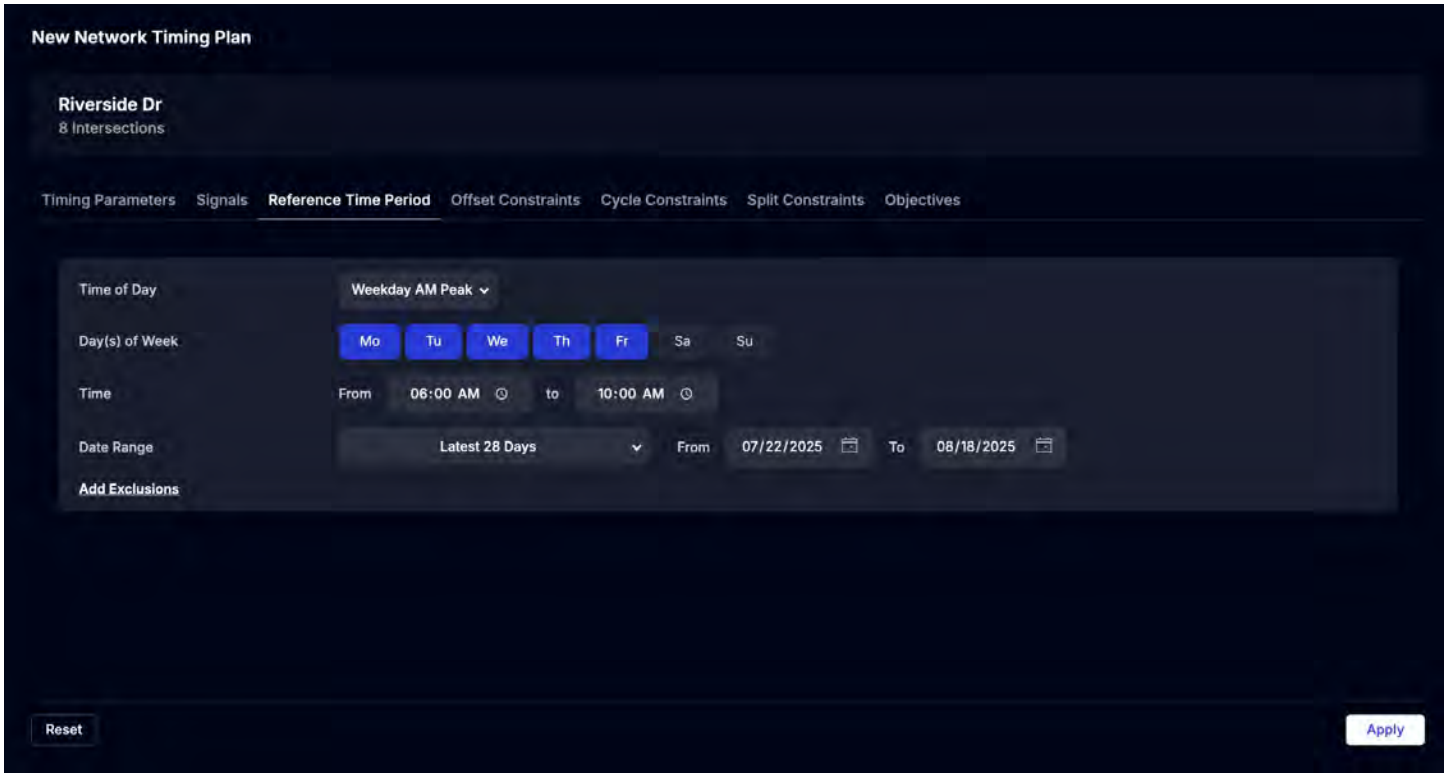


Figure 19 - *Optimus* Reference Time Period Configuration. Use any historical time frame available within *Luminus Plus* for the training data for *Optimus*, ensuring that the signal timing plans created are accurate to the time period that needs to be retimed.

e. Timing pattern parameters that include values for the following criteria at a minimum:
   i. Cycle lengths
   ii. Offsets
   iii. Phase splits
   iv. Phase sequences
   v. Minimal disruption to traffic flow while transitioning between timing patterns or different timing parameters

Optimus supports cycle length, offsets, and phase split optimization out-of-the-box (see Figure 20). Phase Sequences are in active development and beta testing, with anticipated release on the

platform within 1–3 months, subject to the outcomes of the beta phase. *Optimus* generates timing plans with built-in transition logic to ensure minimal disruption when switching between patterns or parameters. Engineers can define constraints on offsets, splits, and cycle lengths so that changes respect controller safety rules and maintain coordination continuity. *Optimus's* predictive outcomes (delay, arrivals on green, queue length) allow staff to preview transition effects in advance, ensuring that timing updates can be deployed with smooth phase transitions and minimal disturbance to traffic flow.

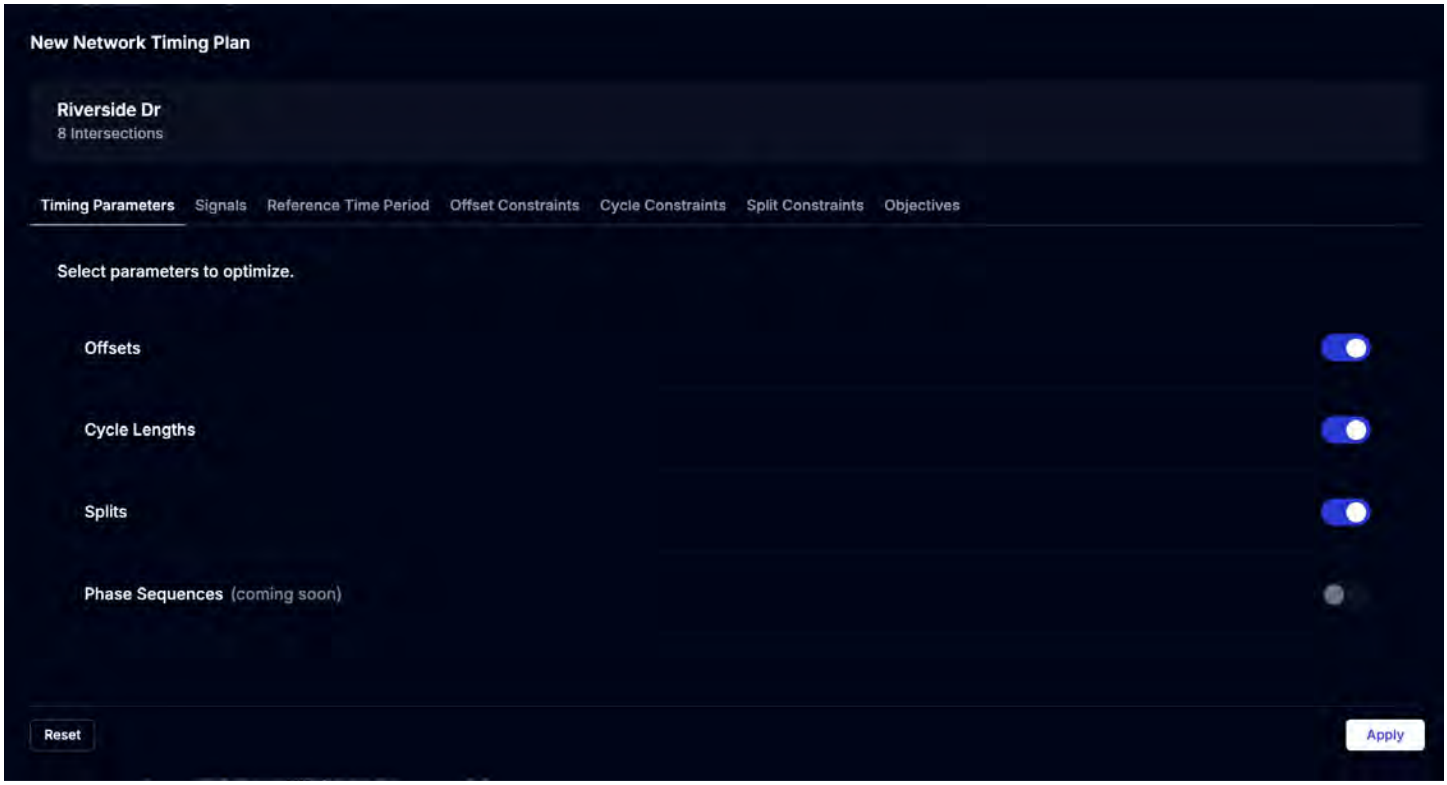


Figure 20 - *Optimus* Timing Optimization Parameters. *Optimus* supports Offsets, Cycle Lengths, and Phase Splits optimization today. Phase sequences optimization is still in development but is coming soon and should be available in the next 1 - 3 months.

f. Timing pattern parameters to be used in case of disruption in operation if the solution includes any form of automatic traffic operation such as traffic adaptive or traffic responsive.
Optimus is designed as an engineer-controlled optimization tool, not an unattended adaptive or responsive system. In the event of a disruption, Lexington's controllers will continue to operate using their existing programmed timing patterns (cycle lengths, splits, offsets, and sequences), which remain stored locally in the 2070L/MaxTime controllers. *Optimus*-generated plans are delivered as complete, standards-compliant timing tables, ensuring that all transitions back to base plans occur seamlessly and without loss of coordination. This approach guarantees operational continuity while still allowing Lexington to benefit from *Optimus'* rapid optimization capabilities.

g. Timing pattern parameters may include the following criteria in addition to the above minimum criteria in (e.) to improve signal performance:
   i. Phase timing parameters available within MaxTime signal controller software.
   ii. Phase option parameters available within MaxTime signal controller software.
   iii. Coordination Parameters including coordination modes, max modes, coordination gap out, and force off modes available within MaxTime signal controller software.

iv. Any other useful parameters to improve traffic flow that is available within MaxTime signal controller software.

Because *Luminus Plus* is the foundation of *Optimus*, all available MaxTime controller parameters (phase timing, phase options, and coordination settings) are automatically ingested into the Flow Labs platform. This ensures *Optimus* has a complete, up-to-date baseline of each intersection's programmed parameters when generating new timing plans. Engineers can then choose to either:

Allow *Optimus* to incorporate these parameters directly into optimized timing plan recommendations, or

Manually adjust or input parameters themselves within the platform prior to re-running optimization (see Figures 21-23).

This dual approach guarantees that all MaxTime capabilities—such as coordination modes, max modes, gap outs, and force offs—are preserved and configurable. *Optimus* thus combines automation with full engineering oversight, ensuring that optimized plans remain both standards-compliant and aligned with Lexington's operational preferences.

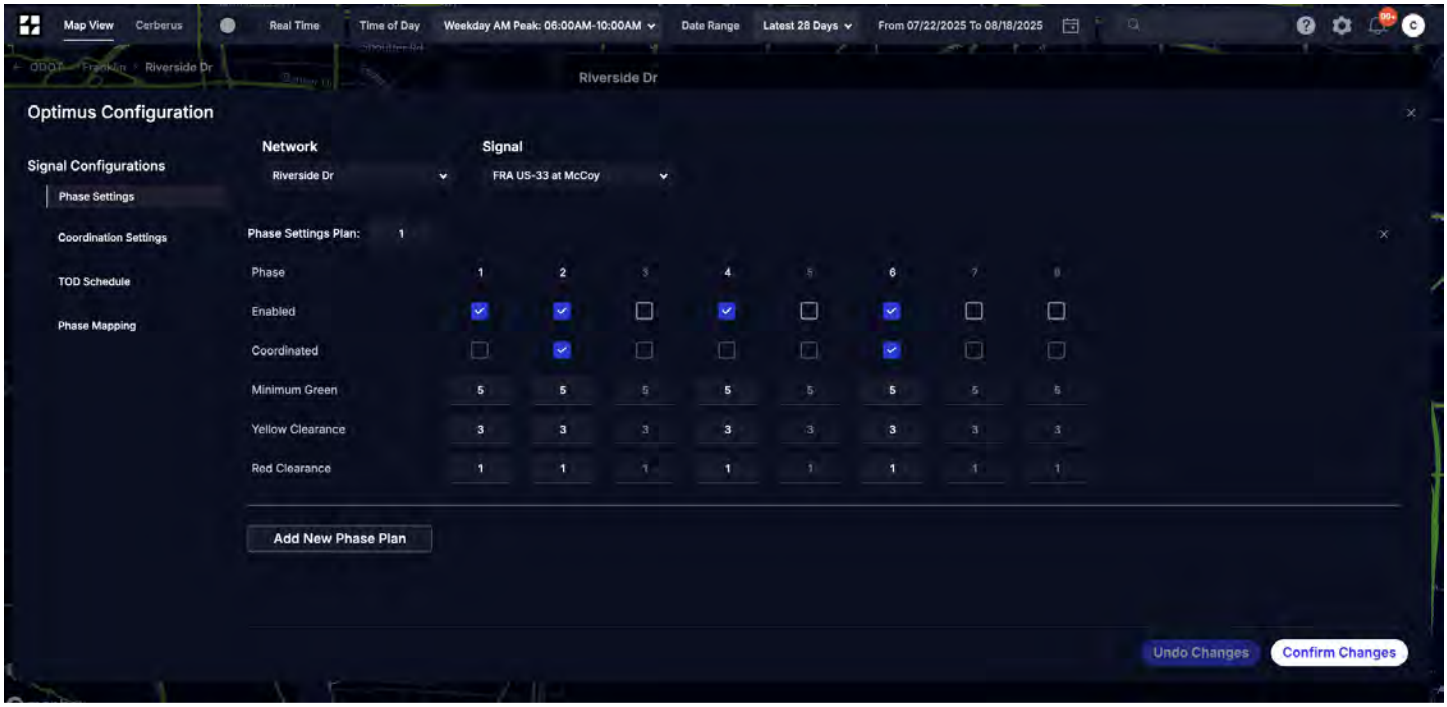


Figure 21 - *Optimus* Phase Settings Parameters. Although *Optimus* can pull phase settings directly from the controllers using *Luminus Plus*, an engineer can also manually enter the data using the *Optimus* Configuration wizard.

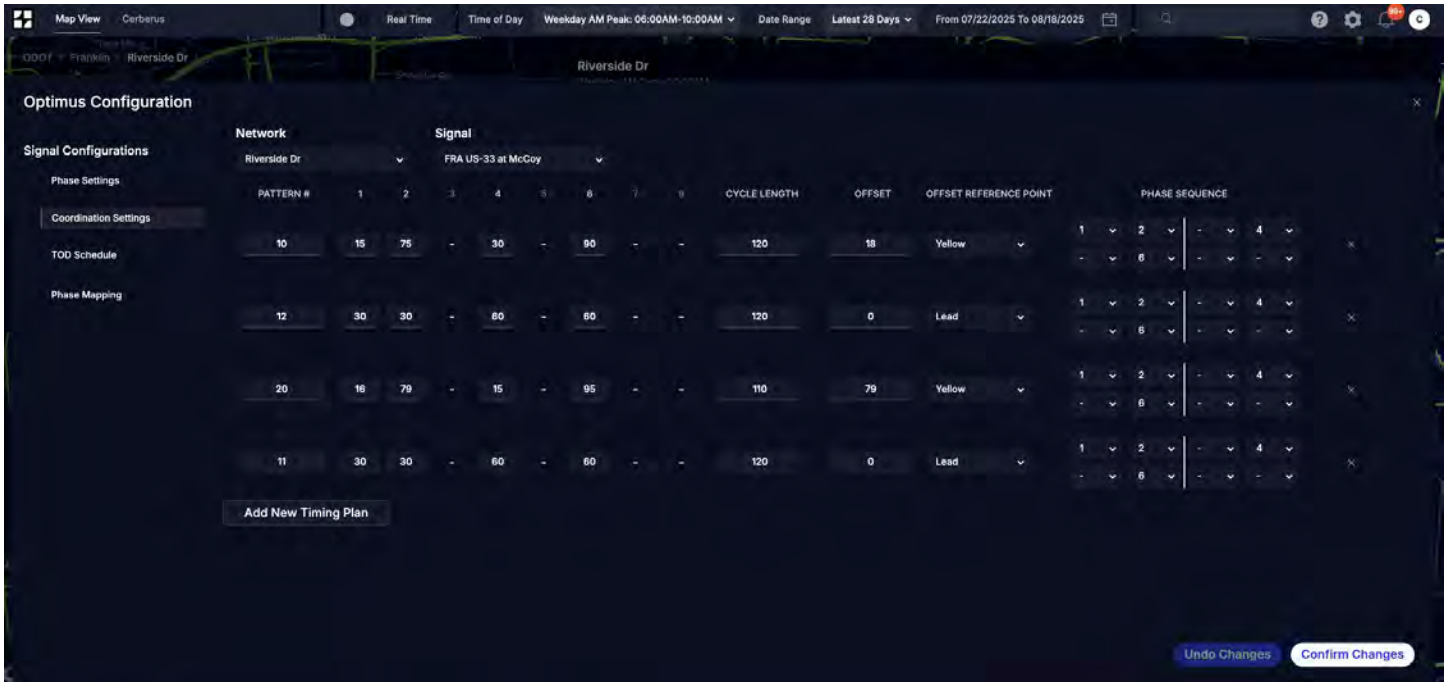


Figure 22 - *Optimus* Coordination Settings Parameters.

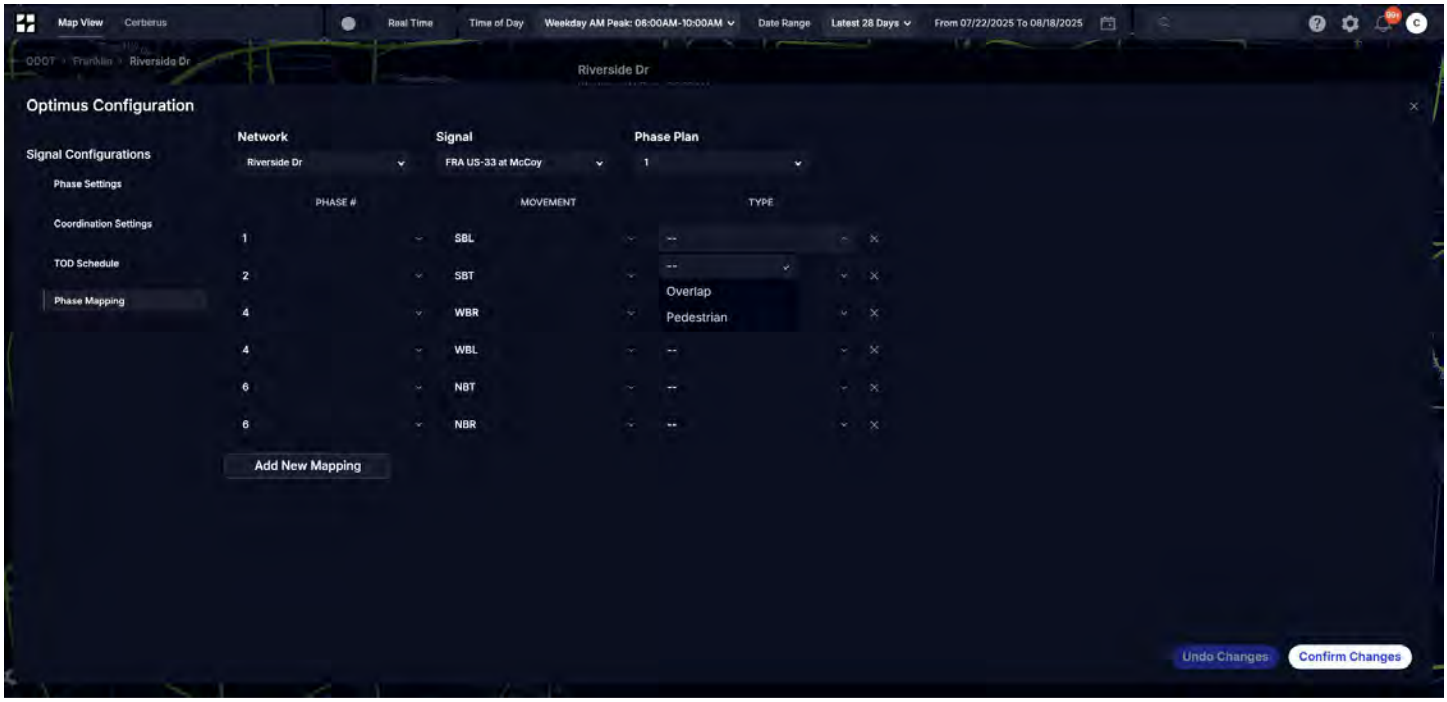


Figure 23 - *Optimus* Phase Mapping Parameters.

h. Implementation of all signal timing pattern parameters by a qualified professional engineer for all fourteen (14) intersections. WSP will review optimized timing plans generated by Flow Labs and implement these new timing plans for the first time after careful engineering review. WSP will perform in field analysis of the new timing plans to verify accuracy and efficiency of the new timing plans. Any minor modifications they deem necessary will be made following the initial retiming

LFUCG has set a clear vision for advancing traffic signal management through data-driven, innovative, and scalable solutions. Flow Labs' *Luminus Plus* (ISPMs) and *Optimus* directly align with that vision by

delivering a platform that combines best-in-class performance measurement with the industry's first hardware-free optimization engine. Together, these solutions give LFUCG the flexibility to continue leveraging traditional engineering workflows while also embracing a new generation of AI-driven capabilities—supported by full transparency, engineer control, and rigorous validation.

By deploying *Luminus Plus*, LFUCG will gain a real-time, validated source of truth for signal performance that eliminates blind spots and accelerates diagnostics. With *Optimus*, the City has the option to go further—generating optimized plans in seconds, forecasting outcomes across safety, mobility, and emissions, and ensuring timing adjustments can be scheduled, automated, or implemented on demand. Flow Labs' approach ensures Lexington is equipped not only to identify problems today, but also to proactively improve operations tomorrow, all while minimizing disruption to existing infrastructure and preserving the City's reputation for leadership in intelligent traffic management.

WSP Signal Timing Approach

WSP, and part of the project team, provide extensive experience in the development of signal timing and operations using Q-Free's MaxTime in Lexington. WSP has five local Traffic Engineers dedicated to progressing Kentucky's signal infrastructure and network operations. The team also consists of multiple national experts – in the field of signal operations and ATSPMs – who have invested several years supporting Kentucky agencies, including LFUCG. WSP's role in the project will be to observe conditions throughout the process, review and implement the proposed timing from the Flow Labs system, and support the evaluation of improved operations.

WSP will conduct preliminary observation of Tates Creek Road, supplying oversight of operations before, during, and after signal timing updates. During this observational period, WSP will identify and provide recommendations for intersection specific optimization. This will consist of observing and identifying operations at each intersection along the corridor and providing recommendations for intersection operation or efficiency. The local knowledge and technical signal timing expertise WSP offers will be used to supplement the automated traffic reporting metrics with a quick, contextual engineering judgement recommendation to provide improvements in signal operations.

The WSP team has experience coding directly in MaxTime signal databases for the city of Lexington. They will review and implement the timing plans proposed by the Flow Labs analytic solution. After proposed timing plans have been implemented, WSP will deploy a team of engineers to observe operations along the corridor, verify signal operations, fine-tune signal timing, and validate that signals along the corridor are operating efficiently at initial implementation. WSP has conducted field fine-tuning for dozens of signal corridors around Kentucky, including three in Lexington.

The collective project team will then enter the signal timing maintenance and improvement phase of the project, comprising of iterative steps, alternating between evaluation of signal/corridor operations and re-implementing proposed timing changes. LFUCG can have confidence that the local knowledge and proximity of WSP will maintain the primary goals for improving Tates Creek Road and maintain operational alignment with intersecting arterials.

SECTION 3 | IMPLIMENTATION TIMELINE

Our implementation plan follows a proven three-phase structure:

- Phase 1: Discovery and Configuration
  - LFUCG signal data (controller inventories, intersection lists, GIS shapefiles) is reviewed and configured into the platform.
  - Regional and district-level views, alert thresholds, and user roles are tailored to LFUCG's organizational structure.
  - Q-Free MaxTime review
  - Phasing
  - Any Goofy stuff
  - No clearance intervals
  - Field fine tuning
  - Clearance Intervals
  - Pedestrian Intervals
  - Existing Timing Plans
  - Field Review of Cabinet and Comm Status
  - Check detectors and ped
  - Ground truth data, ATR, 24-hour count from camera
  - Controller and detection integration support and data pull
  - Historical data ingestion (where available) begins during this phase for backloading analytics.
- Phase 2: Integration and Validation
  - Flow Labs integrates live signal performance data using available sources: ATSPM feeds, high-resolution controller logs, and detection systems.
  - Live probe vehicle data from Flow Labs trusted data partners is activated to cross validate the ATSPM data (as described in the *Luminus Plus* section above).
  - Validation testing ensures intersection layouts, signal phases, and performance metrics are correctly mapped.
- Phase 3: Launch and Optimization
  - LFUCG users gain access to a fully operational dashboard with real-time signal metrics, system alerts, and diagnostic views.
  - Training is conducted virtually and/or on-site by Flow Labs' Customer Success Team.
  - Early use cases (e.g., high-priority corridors, pilot districts) are prioritized to accelerate value.
  - *Optimus* is configured, tested, and signal timing plans are deployed by WSP.

Flow Labs strives to provide a fully turnkey solution, with minimal direct effort from the LFUCG TE staff until it is time for implementation. Flow Labs is committed to implementing *Luminus Plus* across the initial 14 intersection corridor in under 8 weeks, with *Optimus* timing plans being generated and deployed by Week 12.

Week 1–2: Kickoff & Work Plan Approval

- Meeting with all key stakeholders, including the full LFUCG TE Team, to confirm the work plan and address any outstanding questions and issues.
- Flow Labs' dedicated Customer Success Manager operates as Project Manager, ensuring the work plan, timeline, and deliverables are followed and met.

Week 3–8: Implementation of *Luminus Plus*

- Flow Labs performs intersection modeling, data ingest pipeline setup, ATSPM data integration, and internal quality assurance. Flow Labs handles the whole configuration, setup, and implementation process from start to finish.
- The Customer Success Manager provides ongoing check-ins to make sure LFUCG TE is fully aware of the status of the implementation.

Week 9-10: *Luminus Plus* Platform Access + Initial Training

- Flow Labs provides platform access to LFUCG TE and conducts training session(s) for all users.

Week 10-12: Onboarding Follow-Up & Implementation of Optimus

- Typically, End User Agencies like to have a week or two to use and get comfortable with *Luminus Plus* before *Optimus* is implemented.
- In this time, Flow Labs will conduct additional technical support sessions to address use-case, workflow, or technical questions/needs.
- Once LFUCG is comfortable with *Luminus Plus*, *Optimus* will be implemented. Existing timing plan settings (phase settings, coordination settings, TOD schedules, phase mappings, etc.) are automatically ingested into *Optimus* using the *Luminus Plus* integration.

Week 12: Optimization Plans Delivered

- Flow Labs will work with WSP and the LFUCG TE team to understand their signal timing preferences, specific issues, including key constraints and objectives.
- Flow Labs will walk the signal timing engineers through the full *Optimus* configuration, including setting up constraints, reference periods, and optimization objectives.
- On acceptance by the engineering team, these can be uploaded to the signal controllers in the field by WSP.
- Flow Labs will work with WSP to evaluate the performance of the timing plan including identifying key performance metrics.

Week 14 and beyond: Continued Support

- As previously described, Flow Labs aims to provide best-in-class support both through the platform implementation process and ongoing after deployment.
- LFUCG's dedicated Customer Success Manager will be available to support whenever & however needed. The CSM will continue to check on the success of the project and allow for ongoing support, training, feedback sessions, etc. as LFUCG sees fit.

SECTION 4 | QUALIFICATIONS AND EXPERIENCE

This project team brings extensive experience across the full traffic signal management life cycle—including data acquisition, software analytics, signal timing plan optimization, monitoring services, and engineering support. This expertise ensures the platform will meet LFUCG's current and future needs while also creating opportunities for continued expansion to further enhance signal performance across the region.

Flow Labs

Flow Labs is the ATSPM and Optimization solutions provider on this proposal and will be responsible for delivery and deployment of *Luminus Plus* and *Optimus*, the ATSPM and signal optimization platform, including all customizations, future developments, and maintenance. Flow Labs will also be responsible for providing software and technical support services to users, and sourcing new datasets for further expansion of functionalities.

Founded in 2016 in Oakland, California, Flow Labs provides data-driven software solutions for transportation agencies. Relevant areas of expertise include, but are not limited to, traffic signal optimization, artificial intelligence and machine learning, software platform development/deployment, geospatial data processing, connected vehicle data processing, decision support systems, and traffic signal control systems. Flow Labs offers an experienced, multi-disciplinary team of academic researchers, software platform engineers, traffic management technologists, and artificial intelligence researchers. The team has over 50 years of combined experience in the design, development, and deployment of cutting-edge traffic management solutions and large-scale project delivery. Flow Labs is also backed by an experienced advisory board consisting of Malcolm Dougherty (former Director of Caltrans), and Scott Belcher (former CEO of ITS America). The team offers deep domain expertise in the area of traffic signal control including signal performance measurement, signal monitoring, signal safety analytics, and signal optimization.

The Flow Labs team consists of experts in geospatial data, including crowd-sourced and probe-based data, systems integration, API development, data processing, and data integration. They have the capabilities to efficiently process large datasets from multiple sources to meet the needs of this project. Furthermore, the team is experienced in the use of Artificial Intelligence and Machine Learning to cleanse data, providing highly accurate (verified and validated as being 94.4% accurate, which is industry leading), trustworthy data that forms the foundation of mission-critical decision support systems including for traffic signal control decisions.

The Flow Labs team has pioneered the development of the *Luminus Plus* and *Optimus*, each a novel architecture that allows transportation agencies to monitor, analyze, and optimize their transportation systems without the use of in-field hardware offering a cost-effective and reliable approach suitable to any transportation agency. This platform was validated extensively by Florida Department of Transportation (FDOT), among others. FDOT, after validating *Luminus Plus*, chose to deploy it across 2,000 intersections, the single largest integrated signal performance measures system in the United States.

Relevant Projects

Florida Department of Transportation D5 "HIEDI" Integrated SPM District-wide Deployment

This project involves the deployment of the *Luminus Plus* platform with Florida Department of Transportation District 5 across 2,000 intersections. The platform leverages historical, and real-time data roadway and traffic signal data from third party probe vehicle data, and includes an ATSPM integration component for advanced signal performance measurement. A highly detailed technical report was published based on this project, which can be found in the Appendix section below.

The platform was used for multiple applications including real-time volume generation, traffic signal analytics, and proactive monitoring. It aligns directly with the capabilities that LFUCG is looking for from an ATSPM system. It also shows scalability, as this project was scaled up to 2,000 intersections in under 4 months.

CLIENT: Florida Department of Transportation District Five (FDOT D5)
PERIOD OF PERFORMANCE: 6/30/2023 - 03/31/2027
OWNER: Jeremy Dilmore, District 5 TSM&O Program Engineer, Florida City of Transportation (FDOT). 386-943-5360. jeremy.dilmore@dot.state.fl.us
LEVEL OF EFFORT: $500,000

Ohio Department of Transportation Signal Performance Measurement and Optimization

This project involves the deployment of the Flow Labs *Luminus Plus* and *Optimus* platform with Ohio Department of Transportation (ODOT) across 8 signals in Columbus, OH. The platform leverages historical, and real-time traffic signal data from probe vehicle data. It uses this data combined with signal timing configuration data (phase settings, coordination settings, TOD schedules, and phase mappings) through *Optimus* to retime this corridor with Flow Labs' hardware-free AI Optimization engine. ODOT was able to achieve ~$1M reduction in Annual Cost of Delay to Road Users by implementing Optimus optimized timing plans.

The platform was used for multiple applications including traffic signal analytics, and signal timing optimization. It aligns directly with the capabilities that LFUCG is looking for from an optimization tool. ODOT's goals for signal timing optimization are the same as LFUCG's.

CLIENT: Ohio Department of Transportation (ODOT)
PERIOD OF PERFORMANCE: 2/1/2025 - 12/31/2025
OWNER: Charlie Fisher, Statewide Traffic Signal Engineer, Ohio Department of Transportation (ODOT). 614-644-0270. Charles.Fisher@dot.ohio.gov
LEVEL OF EFFORT: $20,000

City of Seattle Department of Transportation

This project involves the deployment of the *Luminus Plus* platform with the City of Seattle across 34 intersections in the region. The platform leveraged data from probe vehicle data to generate accurate signal performance metrics and included direct integration with multiple signal controller types & firmware.

The platform was used to integrate with all the signal controllers to capture low and hi-resolution data logs, lane configurations, detection layouts, signal phasing. It aligns directly with the capabilities that LFUCG is looking for from an ATSPM solution. Through this project, Flow Labs proved their ability to integrate directly with Q-Free controllers if an ATMS integration is not available.

CLIENT: City of Seattle
PERIOD OF PERFORMANCE: 12/01/2023 - 12/01/2025
OWNER: Jeffrey Conor, SDOT, Transportation Operations.
206-684-5379. Jeffrey.Conor@seattle.gov
LEVEL OF EFFORT: $50,000

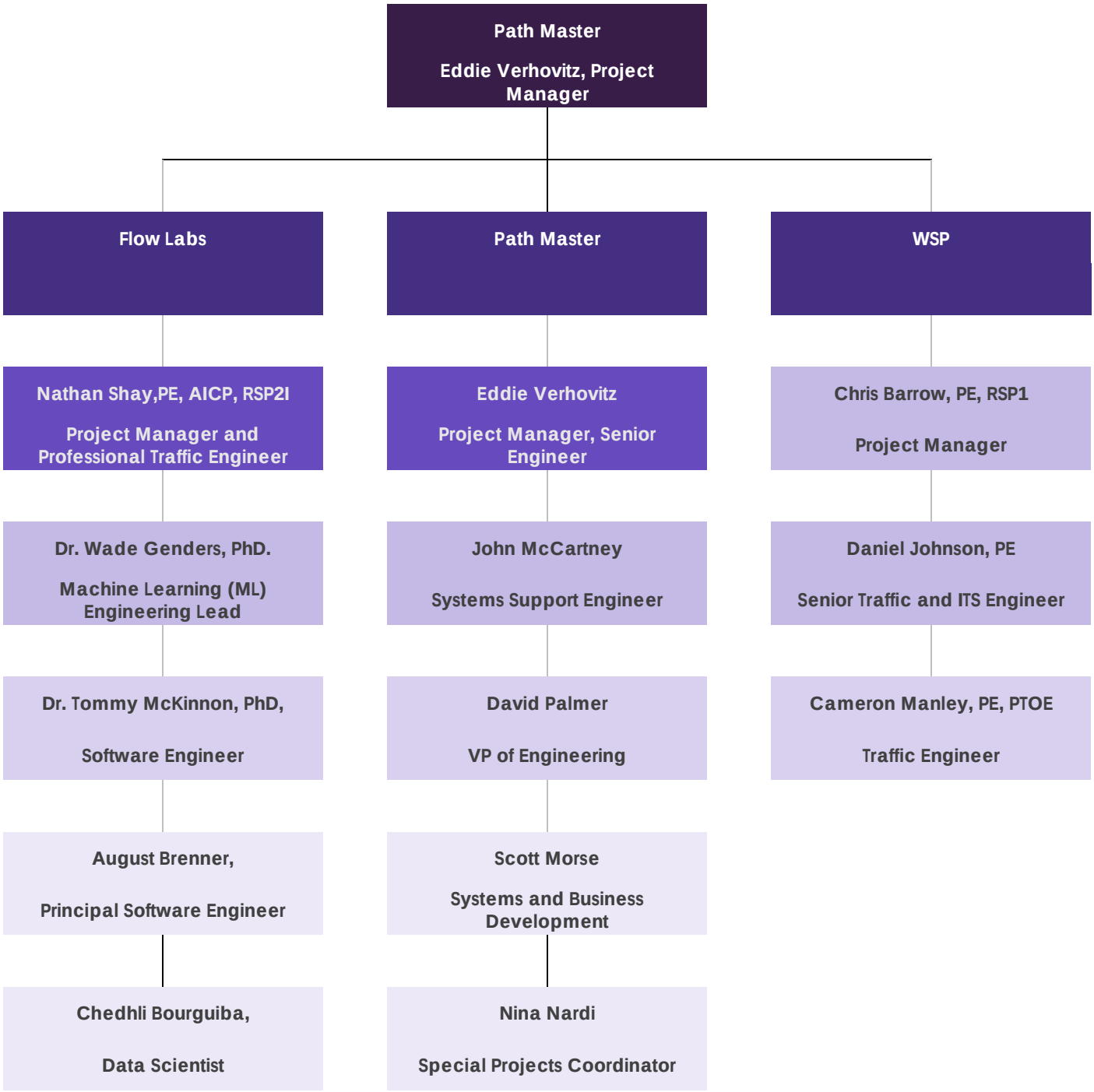
North Carolina Department of Transportation (NCDOT)

This project involves the deployment of the *Luminus* platform across the entire state of North Carolina, covering 2,500 signals. The platform leveraged data from probe vehicle data to generate accurate signal performance metrics and enabled NCDOT to prioritize all the corridors for retiming, using a data-driven approach.

The platform was used for multiple applications including traffic signal analytics, proactive corridor monitoring, TMC data collection, and before-after analysis. It aligns directly with the capabilities that LFUCG is looking for from an ATSPM solution, as it shows scalability. Flow Labs was able to deploy across 2,500 signals in under 3 months.

CLIENT: North Carolina Department of Transportation
PERIOD OF PERFORMANCE: 5/01/2025 - 8/31/2026
OWNER: Meghan LeBlanc, State Signal Systems Engineer, North Carolina Department of Transportation (NCDOT).
919-814-4977. meleblanc@ncdot.gov
LEVEL OF EFFORT: $650,000

SECTION 5 | ORGANIZATIONAL CHART



SECTION 6 | TEAM BIOGRAPHIES

Name: Chris Barrow, PE, RSP1

Title: Project Manager

Office Location: Lexington, KY

Background: With 15+ years at WSP and the State of Georgia's Atlanta Transportation Management Center (TMC), Chris provides experience from both sides of consulting. As a result, he understands the importance of quality work and a great working relationship with the project team. His work encompasses traffic engineering, electrical construction inspection, roadway lighting design, regional traffic signal operations, and Intelligent Transportation Systems (ITS) device applications.

Relevant Projects:

- **LFUCG, Hamburg Weekend Signal Retiming Project, Lexington, Ky**: Development of signal timing plans, Tru-Traffic model development and calibration, and field fine tuning for Man O' War Blvd, Sir Barton Way and Winchester Rd.
- **KYTC, Statewide and District 7 Traffic Engineering, Statewide, KY:** Through the two traffic engineering on-calls, Chris has managed and developed a multitude of signal operation improvements across Kentucky. From optimizing Wapiti signal databases to implementing advanced coding features in MaxView, Chris has been a vital contributor in the progression of Kentucky signal operations. Chris continues to provide valuable expertise as the state moves forward into automated traffic signal solutions.
- **KYTC, Statewide Traffic Engineering & TSMO, Statewide, KY:** Project manager of a pioneering research and demonstration project of national ATSPM vendors. Chris managed the compilation of potential fits with KYTC. Chris helped KYTC determine best possible opportunities for KYTC to test and, eventually, implement systems in Kentucky on local and statewide levels to gain the greatest value from potential system upgrades.
- **KYTC, Statewide Alternative Delivery, Statewide, KY**: Chris has served as Project Manager for WSP in this pilot program aimed at detecting and deterring wrong-way incidents by alerting the wrong-way driver, other drivers, and emergency responders while fostering interagency collaboration. Chris is partnering with LFUCG to upgrade cameras at the Tates Creek Road and KY 4 ramp intersections.



Education

M.S. & B.S (Civil Engineering)
Georgia Institute of Technology
Atlanta, Ga – 2009, 2010

Years of Experience

15 years

Core Competencies

- Project management
- Traffic operations
- Traffic signal timing
- Traffic signal and electrical inspection
- ITS planning

Name: Cameron Manley, PE, PTOE

Title: Traffic Engineer

Office Location: Lexington, KY

Background: Cameron has 9 years of experience as a traffic engineering consultant in Lexington, KY. He has cornered the signal timing and operations space at WSP and across Kentucky. Cameron specializes in optimizing signal timing and analyzing corridor/signal operations. Across LFUCG, KYTC, and Louisville Metro, he has converted more than 200 signal databases to MaxTime and created optimized signal plans for nearly 100 signals across more than 20 corridors in seven KYTC districts, as well as three corridors in LFUCG. He currently operates as the Deputy Project Manager of three active Traffic Engineering On-Call contracts.

Relevant Projects:

- **LFUCG, Hamburg Weekend Signal Retiming Project, Lexington, KY**: Development of signal timing plans, Tru-Traffic model development and data collection, and field fine-tuning for Man O' War Blvd, Sir Barton Way and Winchester Rd.
- **KYTC, Statewide and District 7 Traffic Engineering, Statewide, KY:** Multiple traffic signal timing projects including database conversions, travel time data collection, onsite and offsite bench testing, signal timing development and field fine-tuning.
- **KYTC, Statewide Traffic Engineering & TSMO, Statewide, KY:** Traffic Engineer responsible for evaluating the capabilities of nearly a dozen national ATSPM vendors. The research and demonstration project required the team to compare the alignment of vendor software, reporting capabilities, and infrastructure needed to the purpose and needs of KYTC.



Education

B.S. (Civil Engineering)
University of Kentucky,
Lexington, KY – 2015

Years of experience

9 years

Core Competencies

- Traffic signal timing
- ATSPM data analysis
- Traffic controller and detection system troubleshooting
- Traffic management and real-time operations

Name: Daniel Johnson, PE

Title: Senior Traffic and ITS Engineer

Office Location: Charlotte, NC

Background: Daniel has over 20 years combined public service and private consulting experience. He works as an Electrical Engineer within the transportation industry, experienced in the design, construction, operation, and maintenance of arterial traffic signal and intelligent transportation systems. Specialized experience in advanced applications of traffic signal controllers and cabinet hardware, signal timing and optimization, detection systems, fiber optic and wireless communication systems, and IP network switching and devices. Works directly with state, county, and local government staff providing technical knowledge, support, and direction in the selection, implementation, and utilization of traffic signal and ITS solutions.

Relevant Projects:

- **LFUCG, Hamburg Weekend Signal Retiming Project, Lexington, Ky**: Development of signal timing plans, Tru-Traffic model development and calibration, and field fine tuning for Man O' War Blvd, Sir Barton Way and Winchester Rd.
- **KYTC, Statewide and District 7 Traffic Engineering, Statewide, KY:** Multiple traffic signal timing projects including database conversions, onsite and offsite bench testing, signal timing development and field fine tuning.
- **NCDOT, I-77/I-40 System to System Turbine Interchange Design Build (I-3819), Statesville, NC,** Signal Timing development, implementation, and field fine tuning for two traffic signal systems upgraded as part of the project.
- **NCDOT, I-540 Expressway Design Build (I-2828), Raleigh, NC.** Signal timing development, implementation, and field fine tuning for two traffic signal systems upgrade as part of the project.
- **VDOT, Traffic Signal Timing Training (Synchro and Tru-traffic), Statewide, VA.** Developed training materials and performed presentation of traffic signal timing training for statewide VDOT staff.
- **City of Concord, Signal Timing and Active Traffic Management, Concord, NC.** Worked as Traffic Engineer, Signal Operations Manager, and continued as a consultant, for Concord. Signal timing development, modeling, active traffic management, real-time special events management for NASCAR events, concerts, and heavy consumer areas.



Education

B.S. (Electrical Engineering)
North Carolina State
University, Raleigh, NC – 2003

Years of Experience

20+ years

Core Competencies

- Traffic signal timing
- Traffic signal and ITS design
- Traffic controller and detection system troubleshooting
- Traffic management and real-time operations

Name: David W. Palmer

Title: VP of Engineering

Office Location: Twinsburg, OH

Project Responsibilities and Role: For this project, David will oversee system integration, ensuring seamless implementation and technical excellence.

Upon graduation in 1984, David joined Path Master, Inc. as an Electrical Engineer, where he took on responsibilities including the design, building, testing, and troubleshooting of traffic control cabinets, traffic signal controllers, systems, and associated equipment.

Since then, David has been involved in the design, development, implementation, and training of various traffic signal systems. This includes working on some of the first closed-loop systems ever deployed in the 1980s, through current and modern-day state-of-the-art IP-based central systems such as Econolite's Centracs system.

Most recently, David has worked on the development and implementation of connected vehicle technologies, Automated Traffic Signal Performance Measures (ATSPM), and mobility projects, demonstrating his ongoing commitment to improving transportation infrastructure.



Education

B.S. (Electrical Engineering) – University of Akron, Ohio – 1984

Professional Affiliations

- Institute of Traffic Engineers (1984 – Present)
-

Years of experience

40+ years

Core Competencies

- Traffic control system design and implementation
- Connected vehicle technology development

Name: Eddie Verhovitz

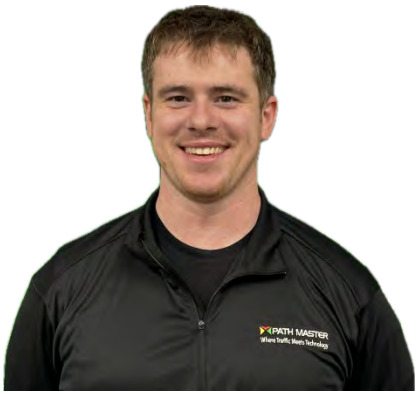
Title: Senior Engineer

Office Location: Twinsburg, OH

Project Responsibilities and Role: Eddie will act as the lead Project Manager for this project. Managing the project on behalf of Path Master, Eddie will take the lead in overseeing every aspect of the deployment to ensure successful and seamless project execution. As Senior Engineer, Eddie plays a critical role in ensuring the success of Path Master's technical operations. He is responsible for understanding the technical and operational requirements of the company's complete product portfolio, enabling him to provide support to Field Engineering Services and customers. Eddie also provides process documentation and implements improvements for Production and Field Services, enhancing overall efficiency and effectiveness.

With a background in product development and team management across both the Telecommunications and Intelligent Transportation Systems (ITS) sectors, Eddie brings a wealth of knowledge and experience to his role. His expertise in Computer Science allows him to deeply analyze product functionality, ensuring that all solutions meet stringent compliance standards and align with customer expectations.

Eddie's ability to bridge technical insights with operational needs makes him a key contributor to Path Master's mission of delivering high-quality, innovative solutions to the transportation industry.



Education

B.S. (Computer Science) – University of Toledo, Ohio – 2014

Years of Experience

10+ years

Core Competencies

- Bare Metal firmware and Full-Stack software development for Industrial ITS products
- Full-cycle product design management
- Customer-focused training
- Field Support

Name: John McCartney

Title: Systems Support Engineer

Office Location: Twinsburg, OH

Project Responsibilities and Role: For this project, John will provide technical support and system implementation services, applying his extensive experience to guide traffic signal deployments and ensure system functionality.

John is a Systems Support Engineer with over 20 years of experience in the transportation industry, including more than 19 years at Path Master. He specializes in providing technical support and training for traffic controllers, detection systems, and management technologies to industry professionals.

John's day-to-day activities include overseeing the implementation of Econolite's Centracs and Mobility systems within Path Master's territory, troubleshooting software, electrical, and communication issues, and ensuring the successful completion of traffic signal projects.

One of the career highlights for John McCartney came in the fall of 2018, when he led the effort to migrate the city of Delaware, OH from Eagle controllers and TACTICs management software to Econolite EOS controllers and Centracs ATMS. This was a unique situation since the Ethernet network was already in place, this allowed for zero downtime for controller communication.

The effort started by hand-programming 36 EOS Cobalt controllers from EPAC .pdf timing sheets supplied by the city. Then the Centracs servers were stood up alongside TACTICS. When the controller got replaced in the field, it immediately started to communicate with Centracs. Issues encountered included cabinet modifications to correctly report flash and battery backup status from unfamiliar cabinets and inverters. Each location verified and tested alongside city personnel to ensure a fully operational system from the get-go.



Education

B.S. (Mechanical Engineering Technology) –
University of Toledo, Ohio – 2002

Years of Experience

20+ years

Core Competencies

- Technical support
- Traffic controller and detection system troubleshooting
- Training on traffic management technology
- Connected vehicle technology development

Name: Scott Morse

Title: Systems and Business Development Manager

Office Location: Twinsburg, Ohio

Background: For this project, Scott will assist in leading the team assembled to bid on the **LFUCG** Project and provide strategic support throughout its implementation.

Scott is a seasoned professional with 14 years of experience in the transportation industry, specializing in the sales and implementation of advanced traffic management technologies. A graduate of Ashland University with a Bachelor of Science in Business Administration, Scott is dedicated to introducing and delivering innovative solutions that enhance traffic infrastructure and improve operational efficiency for Path Master and its clients.

Throughout his career, Scott has played a pivotal role in introducing cutting-edge technologies to Path Master's portfolio, helping customers adopt advanced systems for traffic management, preemption, signal performance metrics, and communications. He oversees sales initiatives for major customers within the company's territory, ensuring tailored solutions and exceptional service.

Relevant Projects:

- **ODOT:** Mobility Optimization projects, Path Master has implemented multiple Optimization systems for ODOT throughout the state of Ohio. Scott has sold these systems, performed cabinet assessments, helped with detection set up, set up and attended all training classes for ODOT and supported all systems from a sales perspective once turn over the ODOT.

- **Avon Ohio:** Centracs Mobility Optimization and Edaptive system. Worked with Avon to do all field work to verify controller and detection set up. Helped in the training of Avon and continue to work with them to keep system operating 100%. We have now installed PTV Flows that allows Avon to monitor freeways and main arterials for incidents, and stopped traffic, once detected traffic responsive will select a new traffic pattern to help keep traffic moving on main arterials.



Education
Bachelor of Science in Business Administration (BSBA)
Ashland College, Ohio – 1989

Years of Experience
14+ years

Core Competencies
- Inter-agency communication
- Client relation management
- Connected vehicle technology
- Large-scale ITS traffic management systems
- Preemption and priority systems
- Communications solutions
- Government grants
- Project management

Name: Nina M Nardi

Title: Project Coordinator

Office Location: Twinsburg, Ohio

Project Responsibilities and Role: For this project, Nina will oversee scheduling, meeting coordination, and vendor communications.
Nina began her career at Path Master by joining the Inside Sales team and soon after assumed the position of Project Coordinator. She is responsible for scheduling field service, gathering necessary project information, responding to customer needs, and organizing meetings.

Staring in Inside Sales allowed her to gain knowledge in quoting and processing orders, as well as developing relationships with our customers and vendors. Her current role has allowed her to work closely with the Engineering team to see projects through from planning and execution to completion.

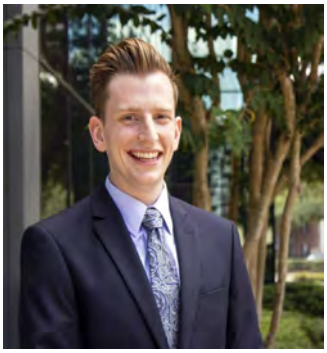
Nina has worked on many projects involving the implementation of connected vehicle technologies and central system communication.



Education
B.S. (Aerospace Engineering)
The Ohio State University
2021

Years of Experience
1+ years

Core Competencies
- Project Management
- Scheduling of Field Engineers
- Communication with customers
- Organization
- Time Management



Nathan Shay, PE, AICP, RSP2I Flow Labs, Project Manager and Professional Traffic Engineer

Nathan Shay is a Solutions Engineer at Flow Labs where he works with customers through the entire technical journey from introductory demonstrations to custom implementation and ongoing support. Nathan has a diverse background with 8+ years of experience in the transportation industry. His experience includes graduate research in discrete choice analysis and innovative origin-destination estimation methods; work in the public sector as a travel demand modeler and transportation planner; work as a consultant including data-driven analysis of safety, congestion, and reliability; and work for transportation big data analytics firms helping customers select, adopt, and implement tools to make their work more data-driven and efficient.

Functional Responsibilities

- **Project Management**
- **User Training**
- **Implementation Support**
- **Ongoing Support**

Relevant Project Experience

Texas Department of Transportation Planning Consulting

As a transportation planning consultant Nathan supported various projects throughout the state. Some of his work includes the I-10 Pendale Interchange Study, Dyer Street Safety Study, and 4-year District Safety Plan in the El Paso District; FM 2271 Extension Regional Feasibility Study in the Waco District; and Houston Urban Core Planning Study in the Houston District. Contributions were varied but included:

- Using big data analytics tools to analyze recurring and non-recurring congestion and mobility impacts of crashes
- Development and implementation of methods to generate the required traffic volume, turning movement, routing, speed, and queuing data to support an Interstate Access Justification Report from big data analytics tools
- Multi-scale multi-resolution model validation and scenario analysis for a district wide mesoscopic model
- Implementation and automation of data-driven safety analysis using both location-specific and systemic methods for network screening, diagnosis, counter-measure selection, benefit-cost analysis, and prioritization

Mid-Ohio Regional Planning Commission

Serving as a MPO staff Data Analyst included forecasting traffic and land use for the Greater Columbus Metropolitan Area using an activity-based model. Work included conducting subregional traffic studies from start to finish including land use forecast review and revision and network coding, scenario development and forecasting,

and summarizing results in maps, tables, text, and oral presentations. Designing and adapting methods for conflation, verification, and correction of socioeconomic and development data. Improving the regional land use allocation model including creating a Monte Carlos simulation model to stochastically allocate county control total forecasts of population and employment growth to traffic analysis zones according to various indicators of development attractiveness and capacity consistent with local land use plans.



Dr. Wade Genders, PhD. Flow Labs, Machine Learning (ML) Engineering Lead

Dr. Wade Genders is the Machine Learning Lead at Flow Labs where he researches and develops novel artificial intelligence (AI) and machine learning (ML) techniques to process connected vehicle data, generating high-accuracy models which are used to analyze, predict, and optimize traffic safety. Dr. Genders has an academic research background, completing a Ph.D. at McMaster University in using deep reinforcement learning for traffic signal control optimization. Dr. Genders is a globally renowned expert who has published over a dozen research papers cited more than 575 times.

Education

PhD, Civil Engineering, McMaster University, Hamilton, ON, Canada

MSCE, McMaster University, Hamilton, ON, Canada

B. Eng, (Software) & Society, McMaster University, Hamilton, ON, Canada

Work History

Flow Labs, Machine Learning Engineering Lead (June 2019 - Present)

University of Toronto, Intelligent Transportation Systems Lab Manager (June 2019 - Present)

Relevant Project Experience

Maricopa Association of Governments (MAG)

This project involves the deployment of the Flow Labs platform with Maricopa Association of Governments (MAG) across 60 intersections in the region with a population of ~5m. The platform leveraged data from multiple sources including probe data to generate signal performance metrics including mobility, signal operations, and safety metrics. The platform was used for multiple applications including: performance analysis of a newly deployed adaptive traffic control system identifying safety performance impacts, live analytics of multiple corridors, proactive monitoring and problem identification, detector health monitoring, and signal optimization including optimization for safety. Wade was responsible for the development of the simulation-based optimization system, the modeling of the signal networks, and the algorithms for data processing.

FDOT D5 Hi-Definition Engineering (HEIDI)

This project involves the deployment of the Flow Labs platform with Florida Department of Transportation District 5 across over 2000 intersections. The platform leverages historical, and real-time data roadway and traffic signal data from TomTom and includes an ATSPM integration component for advanced signals. The platform was used for multiple applications including real-time volume generation, traffic signal analytics, and proactive monitoring. Wade was responsible for intersection modeling and the development of real-time processing algorithms to generate accurate, real-time performance measures and turning movement count estimates.

Seattle Department of Transportation Traffic Signal Analytics

This project involves the deployment of the Flow Labs platform with Seattle Department of Transportation across 34 intersections in the University District. The platform leverages historical, data roadway and traffic signal data from TomTom and includes an ATSPM integration component. This deployment additionally included the integration of crash and fatality data from state databases, and the integration of near-miss event data from Michelin Safety Insights. Wade was responsible for intersection modeling, the development of data processing algorithms for signal performance measures and safety measures.

Signal Coordination using AI and Machine Learning

This project involved the design, development, and deployment of a world-first system that processed connected vehicle data at scale; integrated it with signal control system and detection data; produced comprehensive safety, operations, mobility, and environmental metrics; provided proactive safety monitoring; and provided decision support for traffic signal timing. The system was deployed across 48 intersections in the largest deployment globally of its kind, delivering signal timing plans optimized for mobility, safety, and environmental impact. This project involved the real world deployment of a system for connected vehicle processing, safety analytics, diagnostics, proactive safety monitoring, and decision support.

Project Manager ITS Academia-Industry Partnership

Served as Senior Research Associate Project Manager for a multi-million dollar partnership between the University of Toronto's Civil Engineering Intelligent Transportation Systems (ITS) Centre and Testbed and a leading global technology partner. The partnership consisted of nine projects which applied AI and ML for ITS applications. Served as technical advisor on four AI and ML projects and provided technical contributions on two adaptive traffic signal control projects. This project demonstrates experience in real world applications for AI and ML, technologies which are a necessity for the data processing required for this project.

City-Scale AI Adaptive Signal Control

Completed a Ph.D. thesis which culminated in the development of a system which could simultaneously train hundreds of deep reinforcement learning agents in simulation as adaptive traffic signal controllers to reduce travel time and delay. This system was tested on a model of the City of Luxembourg and is made freely available to the research community on GitHub.



Dr. Tommy McKinnon, PhD, Flow Labs, Software Engineer

Dr. Tommy McKinnon is a Software Engineer at Flow Labs where he is responsible for the connected vehicle data ingest pipeline, metric calculations, vehicular volume estimates, and maintaining the virtual infrastructure. He holds a PhD in Physics from Simon Fraser University and has published several scientific research articles in peer reviewed journals. Dr. McKinnon holds a US patent (US9449979B2) for a novel ferroelectric based solid state memory technology that he developed. Dr. Mckinnon has over 15 years of experience as a full stack software engineer using many languages from C to Python. Dr. Mckinnon has over 5 years of experience in machine learning and has developed novel regression techniques and reinforcement learning based models using both Tensorflow and PyTorch. At Flow Labs, Dr. McKinnon researched the statistical distribution of connected vehicles in order to derive mathematically correct models that are used to calculate volume estimates, uncertainties, and confidence intervals. He also developed the platform's detector health analytics, which are used to determine which detectors are broken or malfunctioning.

Education

PhD, Physics, Simon Fraser University, Burnaby, BC, Canada

BSc Honors Physics, Simon Fraser University, Burnaby, BC, Canada

Patents

US patent (US9449979B2), a novel ferroelectric based solid state memory technology

Relevant Project Experience

Maricopa Association of Governments (MAG)

This project involves the deployment of the Flow Labs platform with Maricopa Association of Governments (MAG) across 60 intersections in the region with a population of ~5m. The platform leveraged data from multiple sources including probe data to generate signal performance metrics including mobility, signal operations, and safety metrics. The platform was used for multiple applications including: performance analysis of a newly deployed adaptive traffic control system identifying safety performance impacts, live analytics of multiple corridors, proactive monitoring and problem identification, detector health monitoring, and signal optimization including optimization for safety. Wade was responsible for the development of the simulation-based optimization system, the modeling of the signal networks, and the algorithms for data processing.

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August Brenner, Flow Labs, Principal Software Engineer



August Brenner is the Principal Software Engineer at Flow Labs where he is responsible for leading the software engineering team. August has 12+ years of experience building scalable, reliable analytics software platforms across multiple industries, including leading the development and technical deployment of the Flow Labs platform, including defining the platform's core architecture and developing new features including the analytics user interface.

Education

B.S. in Chemical Engineering, University of California, San Diego

Relevant Project Experience

Maricopa Association of Governments (MAG)

This project involves the deployment of the Flow Labs platform with Maricopa Association of Governments (MAG) across 60 intersections in the region with a population of ~5m. The platform leveraged data from multiple sources including probe data to generate signal performance metrics including mobility, signal operations, and safety metrics. The platform was used for multiple applications including: performance analysis of a newly deployed adaptive traffic control system identifying safety performance impacts, live analytics of multiple corridors, proactive monitoring and problem identification, detector health monitoring, and signal optimization including optimization for safety. Wade was responsible for the development of the simulation-based optimization system, the modeling of the signal networks, and the algorithms for data processing.

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Flow Labs



Chedhli Bourguiba, Flow Labs, Data Scientist

Chedhli Bourguiba is a data scientist at Flow Labs, where he developed a big data pipeline that ingests and manipulates vast quantities of multi-sensor data to create realistic transportation models which are used to optimize traffic signal timings. He also designed a series of traffic pattern algorithms to produce signal timing plans which have reduced travel times by 24% and emissions by 21%, saving Utah's citizens over 30 million in opportunity costs and removing over 23 million pounds of carbon dioxide from the atmosphere.

Education

Master of Science in Civil Engineering Systems, University of California, Berkeley, Berkeley, CA

Master's in Operations Research, University of Paris-Saclay, Paris, France

Bachelor of Science in Applied Mathematics, Ecole polytechnique, Palaiseau, France

Relevant Project Experience

Maricopa Association of Governments (MAG)

This project involves the deployment of the Flow Labs platform with Maricopa Association of Governments (MAG) across 60 intersections in the region with a population of ~5m. The platform leveraged data from multiple sources including probe data to generate signal performance metrics including mobility, signal operations, and safety metrics. The platform was used for multiple applications including: performance analysis of a newly deployed adaptive traffic control system identifying safety performance impacts, live analytics of multiple corridors, proactive monitoring and problem identification, detector health monitoring, and signal optimization including optimization for safety. Wade was responsible for the development of the simulation-based optimization system, the modeling of the signal networks, and the algorithms for data processing.

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SECTION 8 | APPENDIX

Full List of Flow Labs Signal Performance Measures
Flow Labs - Performance Measures

Florida Department of Transportation Validation Report (Technical Version)
Flow Labs - FDOT HEIDI Phase1 Final Report.pdf

Using PBSPMs and ATSPMs White Paper
Flow Labs - Using PBSPMs and ATSPMs - White Paper (1).pdf

Andy Beshear
GOVERNOR

TRANSPORTATION CABINET
200 Mero Street
Frankfort, Kentucky 40601

Jim Gray
SECRETARY

September 19, 2025

Jatish Patel
Flo Artificial Intelligence, Inc. DBA Flow Labs
6580 E McDowell Rd
Unit 2316
Scottsdale, AZ 85257

Jatish Patel:

We are pleased to inform you that the Kentucky Transportation Cabinet's Office for Civil Rights and Small Business Development has certified Flo Artificial Intelligence, Inc. DBA Flow Labs as a Disadvantaged Business Enterprise (DBE).

The following table lists the North American Industry Classification System (NAICS) code(s) and description(s) that have been assigned to your business in accordance with the service(s) it renders.

NAICS: Specialty Description
NAICS 541511: CUSTOM COMPUTER PROGRAMMING SERVICES

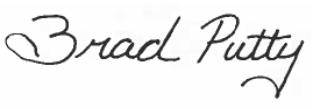
Certification is continuous; however, it is contingent upon the firm maintaining its eligibility annually through this office. The firm is required by the eligibility criteria set forth in U.S. Department of Transportation, Code of Federal Regulations Title 49 Part 26, annually, to submit a signed “Declaration of Eligibility” with supporting documentation. The annual documentation is due each year. The firm’s next annual information is due by June 30, 2026. It is your responsibility to notify this office in writing within 30 days of any changes. Failure to do so may result in decertification of your business.

It is the KYTC's policy to conduct a review process for all certified firms. A review of the certified firm will be performed every three (3) years of certification beginning from the date of the initial notice of certification. Absent a finding of regulatory non-compliance, a change in the majority ownership and/or control, or a successful third-party challenge, this certification will be eligible for review on June 30, 2028.

We have also added your firm to the KYTC directory, which can be accessed at http://kytc.gob2g.com.

If you have any questions regarding your certification, please feel free to contact this office at (502) 564-3601 or 1-800-928-3079.

Sincerely,



Brad Putty
Staff Assistant & DBE Liaison Officer
Office for Civil Rights & Small Business Development

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0011-26

File ID:	0011-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	12/31/2025
File Name:	Request Council authorization to accept funds in the amount of $10,000 from the Jessamine County Fiscal Court for the Lexington Area Metropolitan Planning Organization (MPO). No match required.			**Final Action:**	

Title: Authorization to accept funds in the amount of $10,000 from the Jessamine County Fiscal Court for the Lexington Area Metropolitan Planning Organization (MPO) to support planning activities and operating costs related to the MPO office within the Division of Planning. No match required. Budget amendment in process. (L0011-26)(Duncan/Horn)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	25-Blue Sheet to Accept Jessamine Co Award, BA 14054, Jessamine Co Fiscal Court Check #047447 12.2.2025	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0011-26

Title

Authorization to accept funds in the amount of $10,000 from the Jessamine County Fiscal Court for the Lexington Area Metropolitan Planning Organization (MPO) to support planning activities and operating costs related to the MPO office within the Division of Planning. No match required. Budget amendment in process. (L0011-26)(Duncan/Horn)

Summary

Authorization to accept funds in the amount of $10,000 from the Jessamine County Fiscal Court for the Lexington Area Metropolitan Planning Organization (MPO) to support planning activities and operating costs related to the MPO office within the Division of Planning. No

match required. Budget amendment in process. (L0011-26)(Duncan/Horn)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.

Account Number: 3300-160705-0001-XXXXX

This Fiscal Year Impact: $10,000

Annual Impact: $0

Project: JESSAMINE_2025

Activity: OTH_GRANT

Budget Reference: 2025

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **DECEMBER 26, 2025**

SUBJECT: **Accept funds for the Division of Planning's Metropolitan Planning Organization for FY 26 from Jessamine County**

Request: Council Authorization to accept funds in the amount of $10,000 from the Jessamine County Fiscal Court for the Lexington Area Metropolitan Planning Organization (MPO). No match required.

Purpose of Request: The Metropolitan Planning Organization conducts transportation planning for Fayette and Jessamine County. The funding from the Jessamine County Fiscal Court supports MPO planning activities and operating costs related to the MPO office within the Division of Planning. Operating costs include office supplies, equipment, professional services, subscriptions and dues.

What is the cost in this budget year and future budget years? $10,000 is the award for FY26. Funds for future budget years are dependent upon availability of grant funds.

Are the funds budgeted? Budget amendment is in process.

File Number: 0011-26

Director/Commissioner: Duncan/Horn

Search in Menu

LFUCG Budget Amendment Request Form

Requester: Moore,Celia E **Date:** 12/31/2025 **Status:** Pending Approval **Amend Nbr:** 14054

Business Unit: LFUCG **Journal Date:** 12/31/2025 **Budget Period:** 2026 **Bid:** ☐ **Admin Review:** ☐

Personnel, Operating & Capital Accounts

Personalize | Find | View 3 | First 1-5 of 5 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3300	160705	0001	74201	Business Travel	3,500.00	JDUNCAN3	MHORN	
2	3300	160705	0001	75102	Food And Household Items	500.00	JDUNCAN3	MHORN	
3	3300	160705	0001	75103	Software - Operating	2,000.00	JDUNCAN3	MHORN	
4	3300	160705	0001	77801	Dues	3,500.00	JDUNCAN3	MHORN	
5	3300	160705	0001	96401	Furniture	500.00	JDUNCAN3	MHORN	

Revenue Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3300	160705	0001	46750	Grant Revenue - Other	10,000.00	JDUNCAN3	MHORN	

Project/Grant Revenue

Project/Grant Expenditures

Comments:

To establish grant budget for JESSAMINE_2025

Net Amend Amt: 0.00

Submit for Approval

Save Add

THIS DOCUMENT IS PROTECTED BY INVISIBLE FIBERS AND CHEMICALLY REACTIVE PAPER. HOLD TO LIGHT TO VERIFY A TRUE WATERMARK.

JESSAMINE COUNTY FISCAL COURT
COURTHOUSE - GENERAL FUND
101 NORTH MAIN STREET
NICHOLASVILLE, KENTUCKY 40356

CENTRAL BANK & TRUST CO.
Nicholasville, KY 40356
73-14-421

047447

12/02/2025 00047447

PAY TO THE ORDER OF LEX-FAYETTE URBAN CO. GOV'T.

Ten Thousand and 00/100ths **10,000.00** DOLLARS

LEX-FAYETTE URBAN CO. GOV'T.
101 E VINE ST
STE 700
LEXINGTON KY 40507

COUNTY JUDGE EXECUTIVE

TREASURER

MEMO

VOID 90 DAYS AFTER DATE ISSUED

⑈047447⑈ ⑆042100146⑆ 7001217O⑈

047447

12/02/2025	LEX-FAYETTE URBAN CO. GOV'T.			00047447
Account No.	P.O. No.	Invoice No.	Claim Description	Amount
01-6401-348-	00073564	11212025	MPO SUPPRT FY2025-26	10,000.00
00002342				**10,000.00**

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0012-26

File ID:	0012-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	12/31/2025
File Name:	Request Council authorization to execute an amendment to the agreement with REACH, Inc. under the HOME Investment Partnerships Program to extend the period of performance through December 31, 2026			**Final Action:**	

Title: Authorization to execute a first amendment to the agreement with REACH, Inc. under the HOME Investment Partnerships Program to extend the period of performance through December 31, 2026. No budgetary impact. (L0012-26)(Reynolds/Lanter)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	26-Bluesheet Memo - REACH Extension, First Amendment REACH Inc FY2023 HOME Agreement, REACH Home Grant Agreement_Fully Executed	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0012-26

Title

Authorization to execute a first amendment to the agreement with REACH, Inc. under the HOME Investment Partnerships Program to extend the period of performance through December 31, 2026. No budgetary impact. (L0012-26)(Reynolds/Lanter)

Summary

Authorization to execute a first amendment to the agreement with REACH, Inc. under the HOME Investment Partnerships Program to extend the period of performance through December 31, 2026. No budgetary impact. (L0012-26)(Reynolds/Lanter)
Budgetary Implications: NO

Advance Document Review:

Law: Yes, Completed by David Barberie, 1/5/2026

Risk Management: N/A

Fully Budgeted: N/A

Account Number: 3120-900202-0001-71101; 3120-900202-0001-78107

This Fiscal Year Impact: N/A

Annual Impact: $0

Project: HOME_2024

Activity: H01 and H02

Budget Reference: 2024

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **DECEMBER 26, 2025**

SUBJECT: **Amendment to HOME Agreement with REACH, INC.**

Request: Council authorization to execute an amendment to the agreement with REACH, Inc. under the HOME Investment Partnerships Program to extend the period of performance through December 31, 2026

Purpose of Request: On May 11, 2023 (Resolution No. 256-2023), Council approved the 2023 Consolidated Plan HOME Investment Partnerships Program funds. REACH, Inc. was awarded $100,000 for down-payment assistance for REACH's First-Time Homebuyer's Program for low-income families and $10,000 Administrative funds for operation of the First-Time Homebuyer Program. REACH has requested a 12-month extension to expense remaining grant funds.

The amendment would extend the period of performance through December 31, 2026.

What is the cost in this budget year and future budget years? No impact on FY26 budget. No future budget years anticipated.

Are the funds budgeted? N/A

File Number: 0012-26

Director/Commissioner: Reynolds/Lanter

FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT
HOME INVESTMENT PARTNERSHIP PROGRAM (HOME)

THIS AMENDMENT TO AGREEMENT, made and entered into on this _____ day of _____, 2026, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "Government"), and **REACH, INC.,** a Kentucky non-profit corporation pursuant to KRS Chapter 273, and whose post office address is 733 Red Mile Road, Lexington, Kentucky 40504 (hereinafter referred to as (hereinafter referred to as 'SUBRECIPIENT").

WHEREAS, Government and Grantee entered into an Agreement dated July 2, 2024 ("Agreement"), in which the SUBRECIPIENT was allocated $110,000 in federal funds from the United States Department of Housing and Urban Development's (hereinafter referred to as "HUD") HOME Investment Partnerships Program (CFDA 14.239) pursuant to which HUD has agreed to make a grant to the Government under Federal Award Number M-23-MC-21-0201 awarded August 16, 2023;

WHEREAS, SUBRECIPIENT has requested an amendment to **ARTICLE I**
B. Duration of the Agreement;

WHEREAS, the GOVERNMENT's responsibility for ensuring compliance with all grant requirements necessitates a written agreement with the SUBRECIPIENT; and

WHEREAS, the Agreement provides that the Agreement may be amended only in a writing executed by the GOVERNMENT and the SUBRECIPIENT.

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

1. Section I of the Agreement, titled **ARTICLE I**,
Part B., titled Duration of the Agreement, shall be amended to read: "The term of this Agreement shall be from August 16, 2023 and expire on December 31, 2026."

2. In all other respects, except as specifically modified herein, the terms of the Agreement dated July 2, 2024, shall remain in full force and effect with respect to the provisions outlined therein.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE TO FOLLOW.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY_____
Linda Gorton, Mayor

ATTEST:

_____
Clerk of Urban County Council

REACH, INC.

BY_____
Elisa Cooley, Executive Director

FIRST-TIME HOMEBUYERS PROGRAM AGREEMENT BETWEEN LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT AND REACH, INC.

THIS AGREEMENT, made and entered into on this 02 day of July 2024, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT,** an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and **REACH, INC.,** a Kentucky non-profit corporation pursuant to KRS Chapter 273, and whose mailing address is 733 Red Mile Road, Lexington, Kentucky 40504 (hereinafter referred to as "SUBRECIPIENT".)

RECITALS

WHEREAS, the GOVERNMENT, in accordance with the regulations codified at 24 CFR 92.102 - 92.104 for the HOME Investment Partnership Program, has been designated a PARTICIPATING JURISDICTION by the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD");

WHEREAS, the GOVERNMENT has been awarded federal funds from HUD's HOME Investment Partnerships Program (CFDA # 14.239) pursuant to which HUD has agreed to make a grant to the Government under Federal Award Number M-23-MC-21-0201 awarded August 16, 2023;

WHEREAS, the GOVERNMENT'S 2023 Consolidated Plan provides for the allocation of $100,000 in funds to the SUBRECIPIENT, REACH INC., with Unique Entity Identifier DD1YD7LBWEM8 for down-payment assistance for REACH's First-Time Homebuyer's Program for low-income families; $10,000 of which will come from the GOVERNMENT'S Administrative funds for operation of the First-Time Homebuyer Program;

WHEREAS, the GOVERNMENT is responsible for ensuring that HOME funds are used in accordance with all program requirements; and,

WHEREAS, federal regulations require the PARTICIPATING JURISDICTION to enter into a written agreement with a SUBRECIPIENT ensuring compliance with all applicable federal regulations.

WHEREAS, the SUBRECIPIENT has established a program to assist low-income families to become homeowners.

NOW THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the GOVERNMENT and the SUBRECIPIENT hereto agree as follows:

ARTICLE I

A. ***Use of HOME Funds***

1. The SUBRECIPIENT agrees to implement a First-Time Homebuyers Program in accordance with the HOME Investment Partnerships Program regulations as stated in 24 CFR Part 92, and in accordance with the guidelines adopted and approved by the GOVERNMENT, which are incorporated herein as Exhibit A, HOME First-Time Homebuyer Assistance Guidelines, dated March 2024, except as otherwise specified in this agreement and the Program Design adopted and approved by the Government, which is incorporated herein as Exhibit B, REACH HOME Program Design, effective January 1, 2020.

2. SUBRECIPIENT agrees to provide homebuyer down payment assistance to at least 3 households with these funds.

3. SUBRECIPIENT is prohibited from charging servicing, origination, processing, inspection, or other fees for the costs of administering a HOME program, except as permitted by § 92.214(b)(1).

B. ***Duration of the Agreement***

The terms of the Agreement shall be from August 16, 2023 and expire on December 31, 2025.

C. ***Request for Disbursements of Funds***

1. The SUBRECIPIENT may not request disbursement of funds until the funds are needed for payment of eligible costs (i.e., down payment assistance). The SUBRECIPIENT agrees that it will submit the information as requested in Exhibit C, HOME Program Loan Approval Form, for the GOVERNMENT to approve a client file for HOME participation, at least 15 business days prior to date of closing. The GOVERNMENT retains the right to amend the form as needed with a 5 day notice. If additional clarifications or additional information is needed to approve the file, the approval will be delayed.

2. The amount of the request of HOME funds will be limited to the amount needed and must be reduced by the amount of any Program Income on hand.

D. ***Program Income***

The SUBRECIPIENT agrees to return all Program Income received within 10 days of receipt.

E. ***Maximum Per Unit Subsidy***

For eligible first time home buyers below 80% of median income, the maximum home purchase subsidy may be $20,000 for 1 person households, $25,000 for households of 2 and $30,000 for households of 3 or more if needed. The HOME subsidy may be used to fund acquisition costs up to 106% of fair market value to include eligible closing costs. The minimum HOME subsidy cannot be less than $1,000. All incomes shall be verified within six months of closing. The SUBRECIPIENT shall fully document the need for the subsidy.

F. ***Period of Affordability***

SUBRECIPIENT agrees that all housing assisted under the terms of this agreement will meet the affordability requirements in accordance with 24 CFR Part 92.254. The period of affordability shall be a minimum of five years.

G. ***Determination of Income***

1. HOME Investment Partnerships Program regulations mandate that all HOME funds expended by a PARTICIPATING JURISDICTION must be invested in housing for low-income families, as defined at 24 CFR 92.2. Generally, this means families with incomes of 80 percent or less of the area median, as adjusted for family size.

2. SUBRECIPIENT agrees to determine the anticipated annual income of all adults in using the Part 5 definition of annual income as defined in 24 CFR 5.609.

H. ***Records, Retentions and Reports***

1. The SUBRECIPIENT shall maintain all records required by the federal regulations specified in 24 CFR Part 92.508 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to the original HOME client files, counseling files, post-closing files, and servicing files.

2. The records must be available for review and maintained for a minimum of five years after the period of affordability has ended and be available when requested in advance by the GOVERNMENT, HUD, Comptroller General, and any of their duly authorized representatives.

3. SUBRECIPIENT agrees to report on an annual basis by July 30 of each calendar year, an Equal Employment Report and an Unserved Report, as incorporated in Exhibit D to this Agreement.

4. SUBRECIPIENT agrees to provide any additional reports as may be required by the GOVERNMENT.

I. ***Reversion of Assets***

If applicable, the SUBRECIPIENT shall transfer to the PARTICIPATING JURISDICTION any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds upon expiration of the agreement.

J. ***Additional Provisions***

1. SUBRECIPIENT shall be responsible (in the manner and to the extent permitted by law) for all lawfully proven claims, losses, actions, and expenses (including legal expenses), including claims against the GOVERNMENT, arising from the performance of SUBRECIPIENT of the terms of this agreement in accordance with the requirements of the HOME Investment Partnerships Program but excepting any such claims, losses, causes of action and expenses arising as a result of fault on the part of the GOVERNMENT, its

officers, agents and employees. SUBRECIPIENT is not responsible for negligent acts of the GOVERNMENT, its officers, agents, and employees.

2. SUBRECIPIENT shall insure that all potential recipients of HOME first-time homebuyer funds receive homeownership counseling, and a minimum of one year post-purchase counseling.

3. As stated in Section 92.254(a)(2)(iii) of the Final Rule published on July 24, 2013, HUD issues annual homeownership value limits for HOME PARTICIPATING JURISDICTIONS. Effective June 1, 2023, the SUBRECIPIENT shall ensure that the maximum fair market value for a new unit does not exceed $300,000 and the maximum fair market value of an existing unit shall not exceed $231,000 for FY23. This limit remains in effect until HUD issues a new limit.

ARTICLE II: Other Program Requirements

A. **Discrimination:** Under any program funded in whole or in part with HOME funds, SUBRECIPIENT shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the grounds of race, color, national origin, religion, or sex.

B. **Fair Housing and Equal Opportunity**: SUBRECIPIENT agrees to comply with the requirements of the *Fair Housing Act* (42 U.S.C. 3601-3620) and implementing regulations at 24 CFR Part 100-115; *Equal Opportunity in Housing* (Executive Order 11063, as amended by Executive Order 12259) (3 CFR, 1958-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) and implementing regulations at 24 CFR Part 107; *Title VI of the Civil Rights Act of 1964*, as Amended (42 U.S.C. 2000d et seq) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1; and *Age Discrimination Act of 1975*, as Amended (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146.

C. **Handicap Accessibility**: SUBRECIPIENT agrees to comply with the requirements of the Americans with Disabilities Act (42 U.S.C. 12131: 47 U.S.C. 155, 201, 218, and 225): the requirements of *Section 504 of the Rehabilitation Act of 1973* (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

D. **Employment and Equal Opportunity**: SUBRECIPIENT agrees to comply with the requirements of *Equal Employment Opportunity, Executive Order 11246 as amended* (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR chapter 60; and, the requirements of *section 3 of the Housing and Urban Development Act of 1968* (12 U.S.C. 1701u).

E. **Affirmative Marketing**: As it may be applicable, SUBRECIPIENT agrees to comply with the *Affirmative Marketing Plan* as adopted by the GOVERNMENT and as approved by HUD. The Affirmative Marketing Plan is located in the consolidated plan/annual action plan.

F. **Minority/Women-Owned Businesses:** To the maximum extent possible, SUBRECIPIENT agrees to afford minority- and women-owned business enterprises the

opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians.

G. **Lead-Based Paint**: SUBRECIPIENT agrees to comply with HUD Regulations governing Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, M and R of this title for all housing assisted with HOME funds. The SUBRECIPIENT agrees to provide the GOVERNMENT with copies of lead based paint tests, risk assessments, plans for corrections, proof of contractors' certifications of lead-based paint safe work practices training, and clearance tests for all pre-1978 houses being rehabilitated.

H. **Environmental Review**: The SUBRECIPIENT agrees to provide property addresses to the Government prior to commitment of HOME funds for purposes of completing environmental review requirements under 24 CFR Part 58.

I. **Uniform Relocation Act**: The SUBRECIPIENT agrees to comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4201-4655) and 49 CFR part 24. Upon request, the SUBRECIPIENT agrees to provide documentation to the GOVERNMENT of previous occupancy of the property to include names of occupants, dates of occupancy, and circumstances of vacancy.

J. **Conflict of Interest**: The SUBRECIPIENT agrees to comply with the Conflict of Interest rules as identified in 24CFR 85.36 and 24 CFR 84.42, regarding written standards governing the performance of their employees engaged in awarding and administering contracts.

K. **Accounting Standards and Cost Principles:** The SUBRECIPIENT agrees to comply with 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred. Additionally, the SUBRECIPIENT shall administer its program in conformance with 2 CFR 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

ARTICLE III

A. The GOVERNMENT agrees to reserve $100,000 of its HOME funds allocation for use by eligible clients of SUBRECIPIENT in the implementation of a First-Time Homeownership Program.

B. The GOVERNMENT agrees to monitor the performance of SUBRECIPIENT to assure compliance with all applicable federal regulations; however, monitoring does not relieve SUBRECIPIENT of primary responsibility for compliance.

C. The GOVERNMENT agrees to prepare and submit any and all required reports to HUD.

OP

D. The GOVERNMENT agrees to assist SUBRECIPIENT staff in interpreting HOME regulations, resolving eligibility and contract problems, and the inspection of properties to be purchased by prospective clients, to insure those homes meet local housing codes.

E. The GOVERNMENT agrees to fund approved first-time homebuyers in the form of repayable and non-repayable loans as described in the HOME First-Time Homebuyer Assistance Guidelines, dated July 2019. The Government will prepare and close all HOME loans for the SUBRECIPIENT. The HOME funds must be available at the closing.

F. Government agrees to provide **$10,000.00 from its Administrative Funds** to SUBRECIPIENT to support operating costs. These funds will be paid to SUBRECIPIENT upon submission of an invoice, with supporting documentation, excluding indirect costs. The budget for the funds is incorporated in this Agreement as Exhibit E.

ARTICLE IV

A. No right, benefit, or advantage inuring to SUBRECIPIENT and no burden imposed on SUBRECIPIENT hereunder may be assigned or otherwise transferred without the prior written approval of the GOVERNMENT.

B. This agreement or any part hereof, may be amended from time to time hereafter only in writing executed by the GOVERNMENT and SUBRECIPIENT.

C. This agreement, in accordance with 24 CFR 85.43 can be terminated if the SUBRECIPIENT fails to comply with any term of the agreement. This agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by the PARTICIPATING JURISDICTION.

D. The failure to perform or comply with any of the covenants, warranties, terms or conditions as set forth in this agreement shall constitute events of breach and default entitling the GOVERNMENT to take all action set out in this agreement or as otherwise allowed by law, including an action for specific performance.

E. All notices hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, return receipt requested, or emailed to the parties at their respective addresses as first set out herein.

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

EC

IN WITNESS WHEREOF, the parties have executed this Contract at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton
Linda Gorton, Mayor

ATTEST:

Clerk of Urban County Council

REACH, INC.

BY: E Cooley
Elisa Cooley, Executive Director

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0017-26

File ID:	0017-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Environmental Quality & Public Works (EQPW) Committee
				File Created:	01/05/2026
File Name:	Photovoltaics at Police Sector East			**Final Action:**	

Title: Authorization to execute an agreement with Calhoun Construction Services, Inc. to install a roof-mounted solar photovoltaic system at Police Sector East, pursuant to RFP #44-2025, at a cost not to exceed $56,067.00. Funds are budgeted. (L0017-26)(Carey/Albright)

Notes:

Sponsors:

Enactment Date:

Attachments: bluesheet memo Calhoun Police Sector East Solar.pdf, Professional Services Agreement RFP 44-2025.pdf, RFP 44-2025-Exhibit A.pdf, Calhoun Proposal-Exhibit B.pdf, Aerial_Location.jpg

Enactment Number:

Deed #:

Hearing Date:

Drafter: Sandra Burke

Effective Date:

History of Legislative File

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

Text of Legislative File 0017-26

Title

Authorization to execute an agreement with Calhoun Construction Services, Inc. to install a roof-mounted solar photovoltaic system at Police Sector East, pursuant to RFP #44-2025, at a cost not to exceed $56,067.00. Funds are budgeted. (L0017-26)(Carey/Albright)

Summary

Authorization to execute an agreement with Calhoun Construction Services, Inc. to install a roof-mounted solar photovoltaic system at Police Sector East, pursuant to RFP #44-2025, at a cost not to exceed $56,067.00. Funds are budgeted. (L0017-26)(Carey/Albright)

Budgetary Implications: Yes

1101-313201-3099-76101 - $19,479.59

1105-313201-3099-91012 SOLAR_PV_2025 BUILD_IMPR - $36,587.41

Advance Document Review:

Law: Yes, Completed by David Barberie, December 22, 2025

Fully Budgeted [select]: Yes

Account Number:

This Fiscal Year Impact: $56,067

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance: fully budgeted

MAYOR LINDA GORTON

LEXINGTON

JENNIFER M. CAREY, P.E.
DIRECTOR
ENVIRONMENTAL SERVICES

TO: Mayor Linda Gorton
Urban County Council

FROM: Jennifer M. Carey
Jennifer M. Carey, P.E., Director
Division of Environmental Services

DATE: December 22, 2025

SUBJECT: Request authorization to execute an agreement with Calhoun Construction Services, Inc. for the installation of solar photovoltaics at Police Sector East

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Request
The purpose of this memorandum is to request Council authorization for the Mayor to execute an agreement with Calhoun Construction Services, Inc. to install a roof-mounted solar photovoltaic system at Police Sector East. The amount of the agreement is not-to-exceed $56,067.00.

Why are you requesting?
The selection committee has recommended the selection of Calhoun Construction Services, Inc,. as the solar installation contractor in response to RFP #44-2025 Solar PV Installation at Police Sector East. The services procured by this contract support LFUCG's policy on energy efficiency to reduce usage of electricity, lower utility costs, and demonstrate environmental stewardship.

What is the cost in this budget year and future budget years?
The cost for FY26 is not-to-exceed $56,067.00. There will not be any costs in future budget years.

Are the funds budgeted?
Yes, the funds are fully budgeted in
1101-313201-3099-76101 - $19,479.59
1105-313201-3099-91012 2025 SOLAR_PV_2025 BUILD_IMPR - $36,587.41

File Number: 0017-26

Director / Commissioner: Carey / Albright

pc: Chief Lawrence Weathers

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of January 15th, 2026 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and CALHOUN CONSTRUCTION SERVICES, INC. (**PROFESSIONAL**). **OWNER** intends to proceed with a roof-mounted solar photovoltaic systems in Lexington, Kentucky as described in the attached Request for Proposal document. The services are to include design and installation of solar photovoltaic systems for the city as described in the **OWNER**'s Request for Proposal No. 44-2025. The services are hereinafter referred to as the Project.

OWNER and **PROFESSIONAL** in consideration of their mutual covenants herein agree in respect of the performance of design and installation services by **PROFESSIONAL** and the payment for those services by **OWNER** as set forth below.

PROFESSIONAL was selected by **OWNER** based upon its response to the Request for Proposal No. 44-2025.

PROFESSIONAL shall provide design and installation of solar photovoltaic systems for **OWNER** in all phases of the Project to which this Agreement applies, serve as **OWNER'S** representative for the Project as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF PROFESSIONAL

PROFESSIONAL shall perform all services as hereinafter stated which include customary planning and analysis incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits:

RFP No. 44-2025 (Exhibit "A")
PROFESSIONAL'S proposal dated 12/8/2025 (Exhibit "B"), 85 pages

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. 44-2025 (Exhibit "A"), followed by the provisions of Exhibit "B".

After written authorization to proceed with the Project, **PROFESSIONAL** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **PROFESSIONAL** and the **OWNER**.
2. Design and install a roof-mounted solar photovoltaic system as proposed in Exhibit "B" and subject to the "System Requirements" and "Contractor Requirements" as defined in Exhibit "A", "Scope of Work".

This Agreement, together with the Exhibits and schedules identified above constitutes the entire Agreement between **OWNER** and **PROFESSIONAL** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Provisions of RFP No. 44-2025 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY PROFESSIONAL

2.1. The **OWNER** may desire to have the **PROFESSIONAL** perform work or render services in connection with this Project other than those services provided herein. Such work shall be considered as "Additional Services", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **PROFESSIONAL** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Additional Services" and shall be paid as such.

2.2. All "Additional Services" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

3.2. Assist **PROFESSIONAL** by placing at its disposal available information pertinent to the Project.

3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **PROFESSIONAL**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **PROFESSIONAL**.

3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **PROFESSIONAL'S** services.

3.5. Give written notice to **PROFESSIONAL** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **PROFESSIONAL'S** services, or any defect in the work of Contractor(s).

3.6. Furnish or direct **PROFESSIONAL** to provide, necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

4.1. Time is of the essence. See Exhibit "A" (attached) pertaining to substantial completion of services.

4.2. The provisions of this Section Four (4) and the various rates of compensation for **PROFESSIONAL'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

4.3 If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **PROFESSIONAL**, an extension of time for such delay will be considered. If delays occur, the **PROFESSIONAL** shall within 30 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within six (6) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and possible adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

4.4. If delays result solely by reason of act of the **PROFESSIONAL**, the **PROFESSIONAL** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 of this Agreement shall apply. If the delay would prevent complete performance of the project within six (6) months of the time specified herein, **OWNER** shall have the option of canceling the project or otherwise adjusting the scope of service or work and any related fees.

SECTION 5 - PAYMENTS TO PROFESSIONAL

5.1 Methods of Payment for Services of PROFESSIONAL

5.1.1 For Basic Services.

All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the **OWNER'S** satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job). The negotiated cost of services is fifty-six thousand and sixty-seven dollars ($56,067.00) as established in Exhibit "B" per "Price Proposal Form", page 52 of 85.

5.2. Times of Payment.

5.2.1. **PROFESSIONAL** shall submit a schedule of values subject to approval by the **OWNER** prior to starting work. The approved schedule of values will be the basis for monthly statements for Basic Services and Additional Services rendered. The Statements will be based upon **PROFESSIONAL'S** estimate of the proportion of the total services actually completed at the time of billing and are subject to approval by the **OWNER**. **OWNER** shall pay **PROFESSIONAL'S** monthly statements within thirty (30) days of receipt.

5.3. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** shall be paid for the work performed or services rendered in an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **PROFESSIONAL**.

5.3.2. In the event the services of the **PROFESSIONAL** are terminated by the **OWNER** for fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **PROFESSIONAL** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **PROFESSIONAL** shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. **PROFESSIONAL** may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **PROFESSIONAL** to be unable to perform its duties and responsibilities under this Agreement, and only upon ten (10) days written notice to **OWNER**, and provided **OWNER** fails to cure such default within the ten (10) day period.

6.1.2. The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon seven (7) days written notice to the **PROFESSIONAL**.

6.2. Ownership and Reuse of Documents.

All documents, including Drawings and Specifications, prepared by the **PROFESSIONAL** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **PROFESSIONAL**.

6.3. Legal Responsibilities and Legal Relations.

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

6.3.2. In performing the services hereunder, the **PROFESSIONAL** and its **PROFESSIONALS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **PROFESSIONAL** shall be acting as an independent contractor. The **PROFESSIONAL** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **PROFESSIONAL** shall be solely responsible for any claims for wages or compensation by **PROFESSIONAL'S** employees, agents and representatives, including **PROFESSIONALS**, and shall save and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes, that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky, and that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

6.4. Successors and Assigns.

6.4.1. PROFESSIONAL binds itself and its partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **PROFESSIONAL** shall not assign any interest, obligation or benefit in this Agreement. **PROFESSIONAL** shall not assign any interest, obligation or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **PROFESSIONAL** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **PROFESSIONAL** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this

Agreement shall not be construed to relieve the **PROFESSIONAL** of any responsibility for compliance with the provisions of this Agreement.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **PROFESSIONAL**.

6.5. Disputes.

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

6.6. Accuracy of PROFESSIONAL'S Work.

The **PROFESSIONAL** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by solar industry professionals prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **PROFESSIONAL** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make all revisions or corrections resulting from errors and/or omissions on the part of the **PROFESSIONAL**, without additional compensation. By submission of reports, calculations and Drawings and Specifications to the **OWNER**, the **PROFESSIONAL** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of **PROFESSIONAL** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

6.7. Security Clause.

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

6.8. Access to Records.

The **PROFESSIONAL** and its sub-**PROFESSIONALS** shall maintain all books, documents, papers, and accounting records relating to this service agreement, and make such

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

6.9. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 44-2025 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

SECTION 8 - SPECIAL PROVISIONS

8.1. This Agreement is subject to the following provisions.

8.1.2. Pursuant to subparagraph 3.4 of this Agreement, **OWNER'S** representative is authorized to monitor, direct and review the performance of work of the **PROFESSIONAL**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** representative or their designee. Questions by the **PROFESSIONAL** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** representative or their designee. The **PROFESSIONAL** shall look only to the **OWNER'S** representative or their designee for direction in its performance

under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **PROFESSIONAL** within thirty (30) days.

8.2. **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **PROFESSIONAL.**

8.3. **UNENFORCEABLE TERMS/SURVIVABILITY**. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.

8.4. **NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

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

OWNER (LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT):

Signature: _____
MAYOR

Date:_____

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL

PROFESSIONAL (CALHOUN CONSTRUCTION SERVICES, INC.):

Signature: _____

Printed Name: _____

Position: _____

Date:_____

COMMONWEALTH OF KENTUCKY
COUNTY OF (_____)

The foregoing instrument was subscribed, sworn to and acknowledged before me by

_____ as _____ for

and on behalf of _____, on this the _____ day of

_____, 20____.

My commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE, KY
4862-8745-9509, v. 1

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #44-2025 Solar PV Installation at Police Sector East** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **December 9, 2025.** 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 supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

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

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

SELECTION CRITERIA:

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

1. Company Profile / Experience 15 points
2. Project Team 15 points
3. Technical Approach 30 points
4. Price Proposal 40 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

AFFIDAVIT

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

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of_____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

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

Further, Affiant sayeth naught.

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 20__.

My Commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

****

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

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

Bidders

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

_____ _____

Signature *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	**Total**	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		**Total**	
		M	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: _____Date: _____/_____/_____

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF PROCUREMENT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

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) and a subgoal of twelve percent (12%) for Women 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, 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
859-258-3323

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

LEXINGTON

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) and a subgoal of twelve percent (12%) for Women 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.

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, 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.

LEXINGTON

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

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

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

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

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

LEXINGTON

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

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

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.

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

LEXINGTON

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:

1. 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.

2. 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-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, 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, VOSBs 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 Number:**	
Contact Name:		**Telephone:**	
Email:			

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-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, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☐

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

Click or tap here to enter text.

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

Yes ☐ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. Click or tap here to enter text.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

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:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ 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 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 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.

Click or tap here to enter text.

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.

Company	**Company Representative**
Date	**Title**

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 IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked “modifications of proposal”.

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

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

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

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

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

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

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

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

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

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

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

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

_____ _____

Signature Date

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

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

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

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

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

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

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

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

c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00548704

SCOPE OF WORK

Location

4385 Clearwater Way, Police Sector East

Introduction

LFUCG is soliciting proposals from qualified solar PV providers to design and install a roof-mounted solar photovoltaic system at Police Sector East. Respondents must demonstrate experience designing, planning, permitting and constructing complete solar electric systems in the jurisdiction of the local utility provider.

An award under this RFP will be made to the respondent with the overall best value proposal, not necessarily the lowest price. Proposals will be evaluated and scored based on the evaluation criteria defined herein.

System Requirements

Total capacity of the system shall be no less than 20 kW-dc and not exceed 25 kW-dc.

Each module shall have a dedicated optimizer.

For modules on the metal roof:

Modules shall not extend over the boundary of the roof, and

No more than two (2) adjacent rows of modules are allowed without spacing for maintenance, and

The distance between the snow stop rail and the nearest module shall be no less than four (4) feet.

For a ballasted system, if utilized:

The distance between the inside parapet wall and the nearest module shall be no less than five (5) feet, and

Ballast block shall conform to ASTM C90 and ASTM C1884, and

The distributed load imparted by the system under design conditions shall not exceed five (5) pounds per square foot, and

A slip sheet is required under all system components in contact with the roofing membrane.

All components shall be UL listed for their designed use. Construction must comply with current adopted building codes, which includes: International Building Code, National Electric Code, and National Fire Code.

The system, including its interconnection point, shall not impact operation of the emergency generator.

Modules shall be UL1703 or UL61730 listed with a product warranty of at least 12 years and a performance warranty of no less than 82% after 25 years.

Inverters shall be UL1741 listed with a product warranty of at least 10 years and a weighted efficiency of 96% or higher.

The proposed model numbers for modules and inverters shall be listed by the California Energy Commission (CEC). List are available at the CEC website:
https://www.energy.ca.gov/programs-and-topics/programs/solar-equipment-lists

The system shall include a Web-based monitoring interface to display solar performance information. At a minimum, the interface must show status of each module and inverter(s) and allow the download of aggregate power data in increments not greater than one hour. The interface shall be provided at no cost to LFUCG for a period of at least three (3) years.

No cables shall contact the roof surface. Racking solutions shall include raceways for DC wire management. All cable ties shall be made of polyvinylidene fluoride (PVDF) with a rated service life of at least 25 years.

Exterior conduit shall be liquid tight and any flexible lengths shall not exceed 24 inches.

The section of conduit around the fascia and soffit of the metal roof shall not contact either surface. An electrical junction shall exist on either end to allow this section to be removed.

Contractor Requirements

--- *Prior to Construction*

The Contractor is responsible for all permitting related to the design and installation of the system, including interconnection agreements with the utility.

The Contractor shall provide dimensioned drawings and technical specifications of the proposed system. The information must establish the physical layout of the system components relative to the building and document electrical conductor sizing and module capacity.

The Contractor shall provide the load analysis for any ballasted system including specifications for related components, e.g. ballast material, slip sheets, etc.

The Contractor shall provide a drawing detail for the electrical run around the fascia and soffit.

The Contractor is responsible for documenting the condition of the roof and, specifically, any damages that exist prior to construction.

--- *During Construction*

Under no circumstances shall the Contractor disable electrical service to the building or secondary circuits within the building without authorization from LFUCG.

Under no circumstances shall the Contractor obstruct access to the facility or driveways.

The Contractor is responsible for the construction safety plan to include, at a minimum, all applicable OSHA workplace safety and Personal Protective Equipment (PPE) requirements.

The Contractor is responsible for establishing communication between the inverter and the internet using an Ethernet cable, at the direction of LFUCG Information Technology.

The Contractor shall achieve substantial completion within 75 calendar days of Notice to Proceed. Substantial Completion is defined as LFUCG having beneficial use of the photovoltaic system.

The Contractor shall notify LFUCG of any changes relative to the bid proposal. Such "change order" requests must be accepted by LFUCG in writing prior to installation. Changes made by the Contractor without acceptance are at risk to the Contractor.

--- *After Construction*

As a condition of full payment, the Contractor shall provide to LFUCG the following deliverables in PDF format:

List of warranty expiration dates of all components under warranty,
Operations and maintenance manual,
As-built electrical drawings,
As-built solar performance model, and
Roof Warranty documentation.

After 30 days of operation, the Contractor shall review generation data and provide a report to LFUCG to affirm that system output is meeting expectations.

Workmanship Warranty: the Contractor shall perform an on-site inspection prior to the expiration of workmanship warranty, if requested by the Owner.

Design Guidance

Available locations for the array(s) are identified in **Figure 01**. The kW-dc capacity criteria may be satisfied by using one or both locations. Keep in mind the requirement for spacing between module rows for maintenance.

The wiring layout should provide ample clearance around the air handler and electrical junctions to facilitate removal in the event of a roof repair issue.

An electrical weatherhead is available to route wire from the roof to the interior of the building. Refer to location "e" in **Figure 01**.

A line diagram of the building's electrical is provided in **Figure 02**.

Photographs of the fascia and soffit of the metal roof are provided in **Figure 03**.

The height of the parapet is 24 inches.

Documentation required for the roof warranty is provided in the **Roof Warranty Exhibit**.

Electrical service is provided by Kentucky Utilities under the Three-Phase General Service Rate (RC113). 15-minute interval data is available in a *.csv file.

Proposal Format
// Respondents are strongly encouraged to provide all information requested as reviewers may deduct points for missing material //

Company Profile
Company name:
Company address:
Year established:
Number full time employees:
Elaborate on company's focus on solar with respect to other services and company's impact and presence in Lexington: *{Response}*

Project Experience
Specific to solar PV systems installed by the company in calendar year 2024,
What was the total number of systems installed?
What was the total installed capacity in KW?

Describe your experience with project permitting and interconnection experience with LGE-KU: *{Response}*

Attach two (2) references of applicable projects within LGE-KU service territory including a brief description of the PV system installed.

Project Team
Provide work experience and relevant professional certifications (electrical license, P.E., NABCEP, etc.) for:
(A) Person responsible for the system design,
(B) Person to oversee installation.
If sub-contractors will be used, describe the work to be performed and quantify as a percentage of project cost: *{Response}*

Technical Approach
Include as attachments the following items:

- ☐ PV module specifications
- ☐ Inverter specifications
- ☐ Optimizer specifications
- ☐ Racking specifications

- ☐ For ballasted systems, load analysis documenting the geometry of the system relative to the roof and the weight of individual components. The analysis must specify the design criteria (e.g. snow, wind, seismic) used to determine the distributed load of the system
- ☐ Line diagram for dc/ac wiring showing component path from modules to point of interconnection
- ☐ Software modeling report quantifying expected monthly output (kWh) and monthly peak generation (kW)

Price Proposal

Complete and sign the PRICE PROPOSAL FORM included within this solicitation to determine a lump sum price to complete the scope of work, inclusive of overhead and profit.

The Owner Allowance is exclusively for owner-directed work beyond the proposal. Reimbursements for allowance work shall be authorized by LFUCG in advance and in writing to the Contractor.

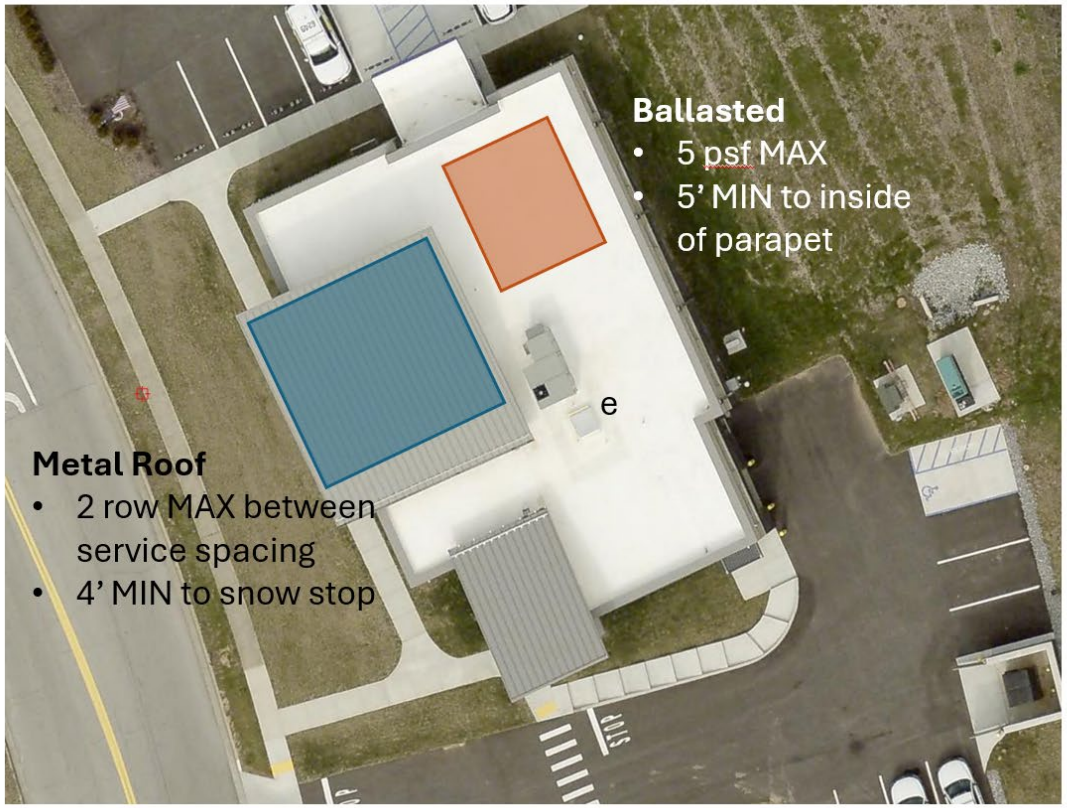
Exclusions

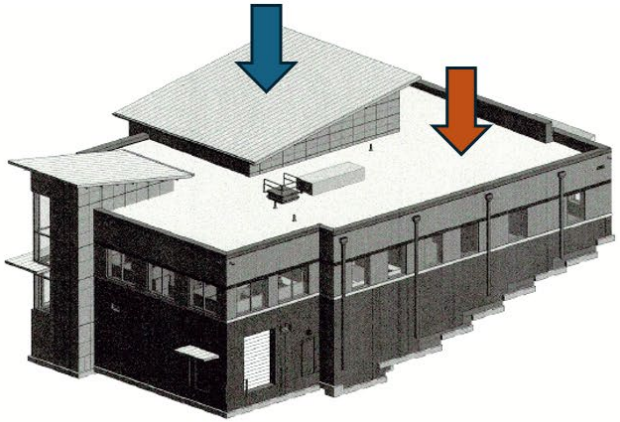
Any exclusions to the requirements herein must be specifically identified in this section.
{Response}

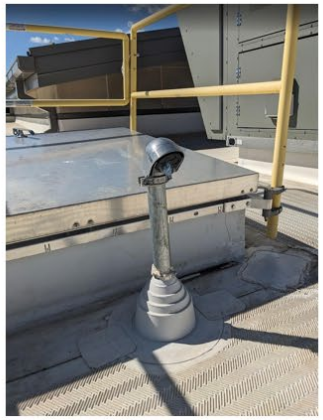
Evaluation Criteria

LFUCG will evaluate proposals according to the evaluation criteria below. Points will be awarded based on the relative merit of the information provided in the response to the solicitation.

Company Profile / Experience	15 points
Project Team	15 points
Technical Approach	30 points
Price Proposal	40 points
TOTAL	**100 points**

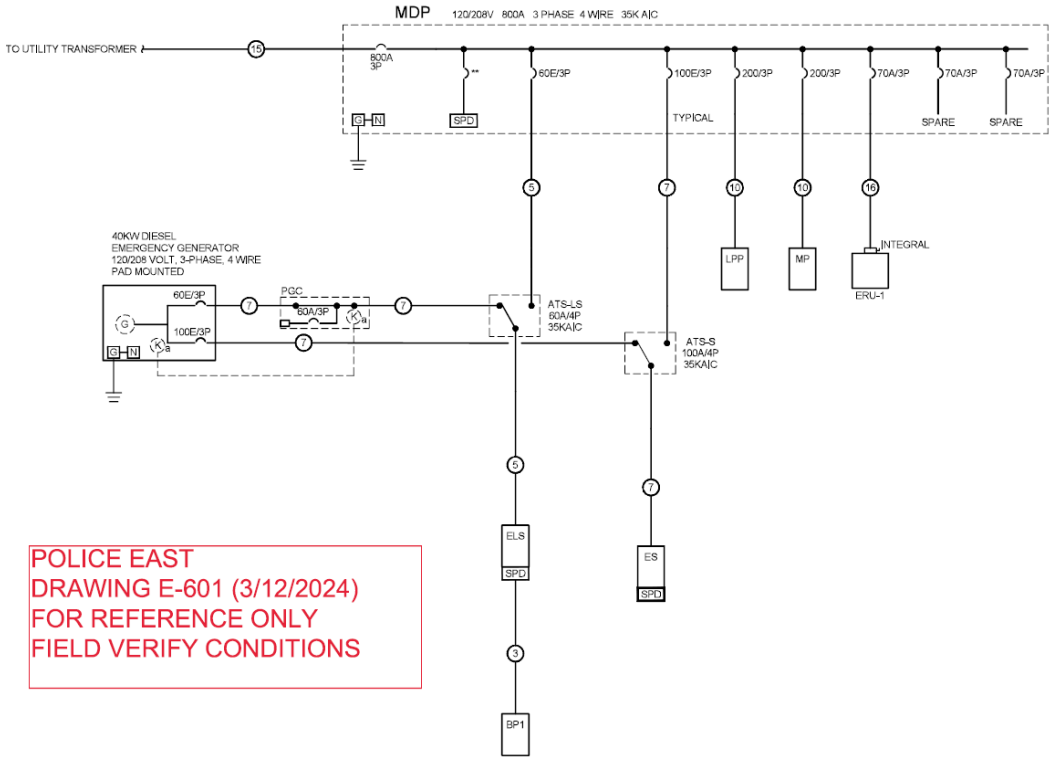






Electrical weatherhead “e”

Figure 01



POLICE EAST
DRAWING E-601 (3/12/2024)
FOR REFERENCE ONLY
FIELD VERIFY CONDITIONS

ONE-LINE DIAGRAM

NOT TO SCALE

Figure 02

GENERAL NOTES:

A. REFER TO SHEET E-002 FOR ADDITIONAL GENERAL NOTES.

⬡ SHEET KEYNOTES:

1. PROVIDE KIRK KEY INTERLOCK BETWEEN LIFE SAFETY CIRCUIT AND PORTABLE GENERATOR CONNECTION PGC.
2. PROVIDE PORTABLE GENERATOR CONNECTION PGC AT EXTERIOR OF BUILDING FOR FUTURE CONNECTION OF PORTABLE GENERATOR.
3. EMERGENCY POWER BATTERY SYSTEM FOR STORM SHELTER VENTILATION AND LIGHTING SYSTEMS, SEE SCHEDULES AND SPECIFICATIONS FOR SYSTEM REQUIREMENTS.
4. TRANSFORMER AND METERING BY UTILITY, SEE SITE PLAN SU-100.
5. REFER TO GROUNDING DETAIL.
6. 'E' INDICATES FULLY ADJUSTABLE LSI ELECTRONIC TRIP BREAKER, TYPICAL.

○ ONE LINE SCHEDULE	
1	30 AMP 3-WIRE CIRCUIT (3#10, 1#10G, 3/4"C)
2	30 AMP 4-WIRE CIRCUIT (4#10, 1#10G, 3/4"C)
3	40 OR 50 AMP 3-WIRE CIRCUIT (3#8, 1#10G, 3/4"C)
4	40 OR 50 AMP 4-WIRE CIRCUIT (4#8, 1#10G, 1"C)
5	60 AMP 4-WIRE CIRCUIT (4#4, 1#10G, 1"C)
6	90 OR 100 AMP 3-WIRE CIRCUIT (3#3, 1#8G, 1-1/4"C)
7	90 OR 100 AMP 4-WIRE CIRCUIT (4#3, 1#8G, 1-1/4"C)
8	110 AMP 3-WIRE CIRCUIT (3#2, 1#6G, 1-1/4"C)
9	150 AMP 4-WIRE CIRCUIT (4#1/0, 1#6G, 2"C)
10	200 AMP 4-WIRE CIRCUIT (4#3/0, 1#6G, 2"C)
11	250 AMP 4-WIRE CIRCUIT (4#250, 1#4G, 2-1/2"C)
12	400 AMP 4-WIRE CIRCUIT (4#500, 1#3G, 3-1/2"C)
13	400 AMP 4-WIRE, 200%N, IG CIRCUIT (5#500, 1#3G, 1#3IG, 3-1/2"C)
14	600 AMP 4-WIRE CIRCUIT (2 SETS{4#350, 1#1G, 3"C})
15	800 AMP 4-WIRE CIRCUIT (2 SETS{4#500, 3-1/2"C})
16	70 AMP 3-WIRE CIRCUIT (3#4, 1#8G, 1"C)





Figure 03

RFP 44-2025 Price Proposal Form
Solar PV Installation

4385 Clearwater Way, Police Sector East	
Array Modules	$
Inverter(s) & Monitoring System	$
Electrical & Wiring Materials	$
Racking & Ballast Materials	$
Labor	$
Other w/ Description	$
Owner Allowance (mandatory)	$2,000
TOTAL	$

Printed Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

Post Warranty Alteration Form

Date: _____

Please Select System Type: Elevate:_____ GenFlex:_____ Gaco:_____

Project #:_____ **or** Warranty #:_____ Exp. Date: _____

Building Identification: _____

Building Address: _____

Owner:_____

Type of Post Warranty Alteration:

☐ General Roof Alterations ☐ Vegetative Roof System ☐ Photovoltaic (PV) Installation

General Alterations or Garden Roof projects only:

Thank you for your notice of alterations to the warranted Amrize roof system on the above referenced building. All attempts should be made to involve the original installing contractor to make the necessary repairs. Only currently licensed contractors are permitted to perform alterations and repairs to a warranted roof system.

Amrize Building Envelope, a division of Amrize Building Envelope LLC ("Amrize") reserves the right to require a Post Warranty Alteration (PWA) inspection upon review of the submitted documents. The purpose of the PWA Inspection is to verify new membrane flashings or other membrane-related alterations comply with Amrize's written repair recommendations. The charge for a required or requested inspection is $750.00, payable to Amrize Building Envelope LLC. **No payments will be accepted prior to the issuance of an Amrize invoice.** The invoice will be directed to the owner listed on the warranty unless a third party is responsible for payment and separate billing information has been provided.

Amrize requires the following information in order to update the existing warranted project, and for the existing warranty to remain in full force:

Licensed Contractor's Name: _____

Contractor's License #:_____

I certify the following is attached to this document: (all boxes must be checked)

☐ Contractor license number and name of contractor performing repairs
☐ Before and After photos clearly showing scope of work performed
☐ Submit description of work performed including all flashing and/or other details used
☐ Roof Drawing indicating location of Alterations or Additions

Alterations over $10,000.00 ☐ YES ☐ NO

Photovoltaic (PV) projects only:

This form and all requested information should be submitted **after** the PV installation has been completed. An inspection by a Amrize Representative **may** be required upon review of the submitted documents and completion photos. The purpose of the PWA Inspection is to verify new membrane flashings or other membrane-related alterations comply with Amrize's written repair recommendations. **Amrize does not perform pre-installation inspections of PV projects.**

I certify the following information is attached to this document: (all boxes must be checked)

☐ Name of PV Manufacturer
☐ Drawing to include proposed PV layout and Roof Plan
☐ Overburden waiver completed and signed by the Building Owner ONLY
☐ PV rack manufacturer's detail drawing for the installed PV system.
☐ PV Install completion date
☐ Proposed protection/slip sheet materials

_____ _____
Name of Submitter Date

_____ _____
Representative of (Company) E-mail

Upon successful review of the completed work and receipt of the content of this form, the existing warranty will remain in full force. Failure to follow the procedures outlined in this document, including failing to notify Amrize, may disrupt your warranty coverage on this project. Amrize has the right to rely on the information submitted with this form, and submittal of this form is authorization for Amrize to review the submitted material. The person submitting this form has the requisite power and authority to submit the information and make the request(s) via this form.

Please submit this form and all required documentation and photos to warrantyservices-be@amrize.com

FAILURE TO FOLLOW THE PROCEDURES OUTLINED ABOVE, INCLUDING NON-NOTIFACTION TO AMRIZE BUILDING ENVELOPE MAY DISRUPT WARRANTY COVERAGE.

AMRIZE

26 Century Blvd, Suite 205 – Nashville, TN 37214
800-428-4442 – Elevatecommercialbp.com

7/9/2025

Overburden Waiver

THIS FORM MAY ONLY BE SIGNED BY THE BUILDING OWNER

Project Name: _____

Project #: _____

Installing Contractor: _____

License No: _____

Description of Overburden (Vegetative System, Photovoltaic (PV) system, etc.): _____

Overburden is defined as any above-membrane material, temporary or permanent, which requires removal prior to investigation or repair of a suspected roof leak (excluding stone or pavers used as ballast in a Ballasted Roofing System Assembly). This document must be signed and submitted for a warranty to be issued (if Overburden is added prior to the issuance of the warranty) or remain in good standing (if Overburden is added after the issuance of the warranty).

1. I agree to remove and replace any Overburden, at my expense, in order to provide access to the warranted roof system for the investigation or repair of a suspected roof leak.

2. Should damage occur to the roof system during the installation, removal, or replacement of the Overburden, I agree to pay the repair costs necessary to restore the roof system to a warrantable condition as determined by Amrize Building Envelope.

3. All electricity connected with a PV system will be rendered safe (no electricity to, from, or within the PV system), at my expense, prior to investigation and repair of a suspected roof leak.

4. I understand the warranty does not include removal, replacement, or repair of the Overburden material, and that Amrize is not responsible or liable for the appearance or performance of any new Overburden materials which are installed following the investigation or repair of a suspected roof leak. I further understand that Amrize is not responsible for any loss which I may incur resulting from rendering safe all electricity connected with a PV system.

Name: _____
Building Owner

Building Owner Signature _____ **Date:** _____

This Overburden Waiver supersedes all previous versions. Only the documents, processes, and policies contained in this version will be accepted by Amrize Building Envelope. Amrize Building Envelope is an operating division of Amrize Building Envelope LLC ("Amrize"); any disclaimers by Amrize Building Envelope in this Overburden Waiver also apply to Amrize Building Envelope LLC.

SUBMIT THIS FORM TO:
Amrize Building Envelope
ATTN: Warranty Claims Department
26 Century Boulevard Suite 205
Nashville, TN 37214
Or via email to: warrantyservices-be@amrize.com

CONTRACT SUMMARY

Warranty No: 700447755
Project No: 4289483
Start Date: 08/31/2023

Building Identification: Police East Sector Roll Call
Building Address: 4385 Clearwater Way, Lexington, KY 40515-6336
Building Owner: Lexington-Fayette Urban Co. Government
Roofing Contractor: Dixie Roofing Inc, 40000121

Sloped Roof Areas

Red Shield - Metal - 20 Year - 55 mph	**Square Footage: 2,274**
Metal Paint Finish - Metal - 35 Year	**Square Footage: 2,274**

ELEVATE

GENERAL TERMS, CONDITIONS, AND LIMITATIONS

Warranty No: 700447755
Project No: 4289483
Start Date: 08/31/2023

Building Identification: Police East Sector Roll Call
Building Address: 4385 Clearwater Way, Lexington, KY 40515-6336
Building Owner: Lexington-Fayette Urban Co. Government
Installing Contractor: Dixie Roofing Inc, 40000121

Subject to the terms, conditions, and limitations set forth herein, Holcim Solutions and Products US, LLC, an Indiana limited liability company ("Holcim"), provides the Building Owner ("Owner") named above with this Limited Warranty for the Holcim provided Elevate System(s) or Material(s) set forth herein. This Warranty consists of multiple pages, all of which comprise the express terms and conditions of the warranty herein. Additional requirements, terms, conditions, exceptions, and limitations are defined in subsequent pages. In the event that any inconsistencies exist between the General Terms, Conditions, and Limitations listed below and the Terms, Conditions, and Limitations in subsequent pages, the subsequent pages will prevail.

GENERAL TERMS, CONDITIONS, AND LIMITATIONS

Payment Required. Holcim shall have no obligation under this Limited Warranty unless and until Holcim and the licensed Elevate applicator have been paid in full for all materials, supplies, services, approved written change orders, warranty costs, and other costs which are included in, or incidental to, the System or Materials. In the event that repairs not covered by this Limited Warranty are necessary, Holcim reserves the right to suspend this Limited Warranty until such repairs have been completed and the licensed Elevate applicator and/or Holcim has been paid in full for such repairs.
Exclusions. Holcim shall have no obligation under this Limited Warranty, or any other liability, now or in the future, if a claim or damage is caused by: Natural forces, disasters, or acts of God including, but not limited to, fires, hurricanes, tornadoes, downbursts, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; Act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or Material or which impair the System or Material's ability to perform properly; Failure by the Owner to use reasonable care in maintaining the System or Material, said maintenance to include, but not be limited to, those items listed in the current version of the Elevate Building Owner's Manual available at www.holcimelevate.com in the Building Owner's Toolbox; Deterioration ,defects or failure of building components, including, but not limited to, the substrates, structural elements, walls, mortar, HVAC units, skylights, foundation settlement, etc.; Construction generated moisture, condensation or infiltration of moisture in, from, through, or around the walls, copings, rooftop hardware or equipment, skylights, building structure or underlying or surrounding materials; Acid, oil, harmful chemicals, or the reaction between them; Alterations or repairs to the System or Materials that are not completed in accordance with Holcim's published specifications, not completed by a licensed Elevate applicator and/or completed without proper notice to Holcim; The design of the System: Holcim does not undertake any analysis of the architecture or engineering required to evaluate what type of System, Installation or Material is appropriate for a building and makes no warranty express or implied as to the suitability of its Products for any particular structure; such a determination is the responsibility of the architect, engineer or design professional; Improper selection of materials for the assembly or the failure to accurately calculate wind uplift and/or applicable design loads; Deterioration to metal materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; Failure of any materials not manufactured or provided by Holcim used in the Elevate System or Installation not specifically accepted in writing by Holcim to be included in coverage; Change in building use or purpose; Failure by the licensed Elevate applicator or any additional contractor or subcontractor to follow Holcim's recommended installation instructions or approved specifications or drawings for the layout, design and installation of the System or Materials. It shall be the licensed Elevate applicator's sole and exclusive responsibility to strictly follow Holcim 's recommended installation instructions or approved specifications or drawings for the layout, design and installation of the System or Materials; or, Failure to correct all installation deficiencies listed in any Holcim inspection report.
Overburden. Owner shall be responsible for the costs associated with the removal and replacement, as well as any damage caused by the removal and replacement, of any overburden, superstrata or overlays, either permanent or temporary, which include but are not limited to: structures or assemblies added after installation, fixtures or utilities on or through the System or Material, support platforms or bases for Photovoltaic (PV) Arrays (aka - Solar Panels), Garden Roofs, Decks, Patios or any other obstacles that impede access, clear observation, investigation, and repair of the System or Materials, excluding ballast or pavers accepted by Holcim or overburden specifically included in subsequent pages of this Limited Warranty.
Term. The term of this Limited Warranty shall be for the period set forth above and in subsequent pages of this document and shall not be extended under any circumstances without Holcim's written approval.
Access. During the term of this Limited Warranty, Holcim's employees or designees shall have free access to the building for inspection, audit, or repair purposes during regular business hours with reasonable advance notice. In the event that access is limited due to security, tenant concerns or other restrictions, Owner shall reimburse Holcim for all reasonable costs incurred during inspection and/or repair of the System or Material that are due to delays associated with said restrictions.
Waiver & Severability. Holcim's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty. If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force to the fullest extent permitted by law.
Disputes. Any dispute, controversy, or claim between Owner and Holcim concerning this Limited Warranty or relating to any material(s) supplied by or required by Holcim shall be submitted to mediation in Davidson County, Tennessee. In the event that Owner and Holcim do not resolve the dispute, controversy, or claim in mediation, Owner and Holcim agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the state and federal courts in Davidson County, Tennessee. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts. Owner hereby releases Holcim from all liability to Owner's insurance carrier or to anyone claiming under or through Owner by reason of subrogation or otherwise.
Governing Law. This Limited Warranty shall be governed by and construed in accordance with the laws of the state of Tennessee without regard to its rules on conflicts of laws.

HOLCIM DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY HOLCIM. HOLCIM SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY HOLCIM. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND HOLCIM HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST HOLCIM AND HOLCIM SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS, SUBSTRATES, OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF HOLCIM. NO OTHER PERSON HAS ANY AUTHORITY TO BIND HOLCIM WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.
ADDITIONAL REQUIREMENTS ARE DEFINED ON SUBSEQUENT PAGES.

26 Century Blvd., Suite 205, Nashville, Tennessee 37214
800-428-4442 www.holcimelevate.com

ELEVATE

RED SHIELD™ ROOFING SYSTEM LIMITED WARRANTY

Warranty No: 700447755
Project No: 4289483
Start Date: 08/31/2023

Building Identification: Police East Sector Roll Call
Building Address: 4385 Clearwater Way, Lexington, KY 40515-6336
Building Owner: Lexington-Fayette Urban Co. Government
Roofing Contractor: Dixie Roofing Inc, 40000121

Sloped Roof Areas

Red Shield - Metal - 20 Year - 55 mph **Square Footage: 2,274**

Holcim Solutions and Products US, LLC, an Indiana limited liability company ("Holcim"), warrants to the Building Owner ("Owner") named above that Holcim will, subject to the Terms, Conditions, and Limitations set forth herein, provide labor and material during the Warranty Period to repair any leak in the Elevate Roofing System ("System") caused by: normal weathering, manufacturing defects, or workmanship in the application of the System.

TERMS, CONDITIONS, AND LIMITATIONS

Products Covered. The System shall mean only the Elevate branded roofing membranes, Elevate branded roofing insulations, Elevate branded roofing metal, and other Elevate branded roofing accessories when installed in accordance with Holcim's technical specifications by a licensed Elevate applicator. Any materials not manufactured or supplied by Holcim are not covered under this Limited Warranty.
Notice. In the event any leak occurs in the System, Owner must give notice in writing or by telephone to Holcim Warranty Services ("Warranty Services") within thirty (30) days of the occurrence of the leak. By so notifying Holcim, Owner authorizes Holcim or its designee to investigate the cause of the leak at its option.
Investigation. Should the investigation reveal that the leak is excluded under the Terms, Conditions, and Limitations set forth herein, Owner shall be responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Limited Warranty null and void. Owner is responsible for completing repairs not covered by this Limited Warranty. Failure by Owner to repair unwarranted leaks in a reasonable manner using a licensed Elevate applicator and within 60 days shall render this Limited Warranty null and void.
No Dollar Limit (NDL). If upon investigation, Holcim determines that the leak is not excluded under the Terms, Conditions, and Limitations set forth herein, Owner's sole and exclusive remedy and Holcim's total liability shall be limited to the repair of the leak. There is no dollar limit placed on the cost to repair a warranted leak.
Exclusions. Holcim shall have no obligation to repair a leak or damage caused by: Hail; Winds of peak gust speed at or in excess of 55 mph calculated at ten (10) meters above ground using available meteorological data (all associated building components, including but not limited to the deck substrate, joists, columns and foundation, must also meet wind speed design requirements); Roof traffic or storage of materials or equipment on the roof not specifically accepted in writing by Holcim; Any leak caused by the breach, rupture, or failure of any building envelope component not covered under this Limited Warranty; or, Failure to properly notify Holcim Warranty Services as set forth herein.
Transfer. This Limited Warranty shall be transferable and assignable subject to Owner's payment of the current transfer fee set by Holcim.
Alteration. Owner shall notify Holcim in writing upon making any alterations to the System, or installing any structures, fixtures, or utilities on or through the System after installation, including, but not limited to: Photovoltaic (PV) Arrays, Garden Roofs, Decks, Patios, and areas intended for public access. Failure to obtain Holcim's approval for a roof alteration, or failure to provide required documentation, shall render this Limited Warranty null and void.

HOLCIM SOLUTIONS AND PRODUCTS US, LLC
By: Michael Huber

Authorized Signature: _____

Title: Director of Warranty Services

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT. ADDITIONAL REQUIREMENTS ARE DEFINED ON SUBSEQUENT PAGES.

ELEVATE

UNA-CLAD™ METAL PAINT FINISH LIMITED WARRANTY

Warranty No: 700447755
Project No: 4289483
Start Date: 08/31/2023

Building Identification: Police East Sector Roll Call
Building Address: 4385 Clearwater Way, Lexington, KY 40515-6336
Building Owner: Lexington-Fayette Urban Co. Government
Installing Contractor: Dixie Roofing Inc, 40000121

Sloped Roof Areas

Metal Paint Finish **Square Footage: 2,274**

Holcim Solutions and Products US, LLC, an Indiana limited liability company ("Holcim"), warrants to the Building Owner ("Owner") named above that Holcim will, subject to the Terms, Conditions, and Limitations set forth herein, refinish any exterior paint finish ("Finish") during the Warranty Period on the UNA-CLAD™ branded coil-coated metal ("UNA-CLAD Metal") supplied by Holcim as part of the project named above that exhibits any of the following exterior surface conditions measured at the values listed below by group:

1) Loss of Adhesion, including, but not limited to peeling, checking, or cracking, except for crazing or cracking that may occur on formed edges or bends of metal roofing panels and trim, for a term not to exceed thirty-five (35) years.
2) Chalking in excess of the numerical rating listed below, Vertical and Non-Vertical, when measured in accordance with ASTM D 4214 "Standard Methods of Evaluating Degree of Chalking of Exterior Paints," for a term not to exceed thirty (30) years.
3) Fade or change in color in excess of the Vertical rating listed below in color difference units as measured on exposed surfaces that have been cleaned of external deposits and chalk and the corresponding values measured on the original or unexposed painted surfaces when tested in accordance with ASTM D 2244 3.7.1 and 3.8.4, "Standard Practice for Calculation of Color Tolerances and Color Differences from Instrumentally Measured Color Coordinates," for a term not to exceed thirty (30) years.

TERMS, CONDITIONS, AND LIMITATIONS

Group 1: Adhesion - 35 years, Chalk - 30 years at 8, Fade - 30 years at 5:
Almond, Bone White, Cityscape, Colonial Red, Hartford Green, Hemlock Green, Mansard Brown, Medium Bronze, Patina Green, Regal Blue, Sandstone, Sherwood Green, Sierra Tan, Sky Blue, Slate Gray, Stone White, Terra Cotta, Tropical Patina, Burnished Slate

Group 2: Adhesion - 35 years, Chalk - 30 years at 8, Fade - 30 years at 7:
Charcoal Gray, Dark Bronze, Dark Ivy, Extra Dark Bronze, Teal

Group 3: Adhesion - 35 years, Chalk - 20 years at 8, Fade - 20 years at 9:
Brandywine, Matte Black, Regal Red, Electric Blue, Award Blue

Group 4: Adhesion - 30 years, Fade - 30 years at 8:
Premium Pattern Colors

Group 5: Adhesion - 20 years, Chalk - 20 years at 8:
Champagne Metallic, Classic Copper, Silver Metallic, Aged Zinc, *Vintage
*__Note__: ***Vintage finish not warranted in industrial or marine applications.***

Group 6: Adhesion - 20 years, Chalk - 20 years at 8, Fade - 20 years at 5:
*Flurothane☐ Coastal (all colors)
*__Note:__ ***Flurothane Coastal finish is the only paint finish warrantable within 1,500 feet of a saltwater environment.***

__Products Covered.__ This Metal Paint Finish Limited Warranty ("Limited Warranty") is limited exclusively to metal roofing panels and/or metal trim fabricated from UNA-CLAD Metal and installed in accordance with Holcim's technical specifications by a licensed Elevate applicator. Any materials not manufactured or supplied by Holcim are not covered under this Limited Warranty.
__Notice.__ In the event that any peeling, checking, cracking, chalking, fading, or color change of the Finish occurs, Owner must give notice to Holcim Warranty Services ("Warranty Services") in writing or by telephone within thirty (30) days of such occurrence. By so notifying Holcim , Owner authorizes Holcim or its designee to investigate the condition of the Finish at its option. Holcim will have no obligation to refinish any area(s) of the UNA-CLAD Metal if Owner fails to give proper notice to Holcim Warranty Services as set forth herein. Notifying Installing Contractor, a local contractor, or and Elevate Sales Representative does not constitute notice to Holcim Warranty Services as required by this section. Owner agrees to retain original proof of purchase of the UNA-CLAD Metal and Elevate packing slip, and to supply the originals upon submitting a claim.
__Investigation.__ Should the investigation reveal that the surface condition of the Finish is excluded under the Terms, Conditions, and Limitations set forth herein, Owner shall be responsible for payment of the investigation costs and shall repair or refinish the UNA-CLAD Metal at Owner's expense within a reasonable time but no more than sixty (60) days from the date of the investigation. Failure by Owner to pay for these costs or to have unwarranted conditions repaired by a licensed Elevate applicator shall render this Limited Warranty null and void.
__Limitations.__ Should the investigation reveal that the surface condition of the Finish is not excluded under the Terms, Conditions, and Limitations set forth herein, Owner's sole and exclusive remedy and Holcim's total liability shall be limited to refinishing of the affected area of the UNA-CLAD Metal determined by Holcim to require refinishing. Any and all refinishing work so performed by Holcim under the Terms of this Limited Warranty shall be performed using any standard finishing practices and materials. Holcim's obligation over the life of this Limited Warranty is limited to Owner's original purchase price of the UNA-CLAD Metal.
__Exclusions.__ Holcim shall have no obligation under this Limited Warranty, or any other liability, for any damage to or deterioration of or failure of the Finish caused by hail; winds; roof traffic or storage of materials or equipment on the roof not specifically accepted in writing by Holcim; standing water or the continuous spray of either salt or fresh water; any installation within 1,500 feet (457 meters) of a saltwater environment (Flurothane Coastal Finish excepted); airborne sand abrasion;

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.
ADDITIONAL REQUIREMENTS ARE DEFINED ON SUBSEQUENT PAGES.

***Flurothane is a registered trademark of The Sherwin-Williams Company**

ELEVATE

UNA-CLAD™ METAL PAINT FINISH LIMITED WARRANTY

Warranty No: 700447755
Project No: 4289483
Start Date: 08/31/2023

Building Identification: Police East Sector Roll Call
Building Address: 4385 Clearwater Way, Lexington, KY 40515-6336
Building Owner: Lexington-Fayette Urban Co. Government
Installing Contractor: Dixie Roofing Inc, 40000121

metal shavings; surface temperatures that exceed 200 □F (93 □C); any failure caused by the attachment or mounting of any item or device to or near the UNA-CLAD Metal; improper handling during transportation and/or installation, including but not limited to improper storage or placement, surface damage, or failure to remove strippable protective film; or, failure of Owner to perform regular inspections and maintenance of the Metal Panels (see the Elevate Owner's Manual in the Building Owner's Toolbox at ww.holcimelevate.com).

Transfer. This Limited Warranty shall be transferable and assignable subject to Owner's payment of the current transfer fee set by Holcim.

Alteration. Owner shall notify Holcim in writing upon making any alterations to the UNA-CLAD Metal, or installing any structures, fixtures, or utilities on or through the UNA-CLAD Metal after installation, including, but not limited to: Photovoltaic (PV) Arrays, Garden Roofs, Decks, Patios, and areas intended for public access. Failure to obtain Holcim's approval for an alteration to the UNA-CLAD Metal, or failure to provide required documentation, shall render this Limited Warranty null and void.

HOLCIM SOLUTIONS AND PRODUCTS US, LLC
By: Michael Huber

Authorized Signature: _____

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***Flurothane is a registered trademark of The Sherwin-Williams Company**

ELEVATE

CONTRACT SUMMARY

Warranty No: 700445216
Project No: 4289462
Start Date: 08/31/2023

Building Identification: Police East Sector Roll Call
Building Address: 4385 Clearwater Way, Lexington, KY 40515-6336
Building Owner: Lexington-Fayette Urban Co. Government
Roofing Contractor: Dixie Roofing Inc, 40000121

Flat Roof Area

Red Shield - TPO - 20 Year - 55 mph, Hail, Cut & Puncture	**Square Footage: 4,369**
Metal Paint Finish - TPO - 35 Year	**Square Footage: 4,369**

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ADDITIONAL REQUIREMENTS ARE DEFINED ON SUBSEQUENT PAGES.

GENERAL TERMS, CONDITIONS, AND LIMITATIONS

Warranty No: 700445216
Project No: 4289462
Start Date: 08/31/2023

Building Identification: Police East Sector Roll Call
Building Address: 4385 Clearwater Way, Lexington, KY 40515-6336
Building Owner: Lexington-Fayette Urban Co. Government
Installing Contractor: Dixie Roofing Inc, 40000121

Subject to the terms, conditions, and limitations set forth herein, Holcim Solutions and Products US, LLC, an Indiana limited liability company ("Holcim"), provides the Building Owner ("Owner") named above with this Limited Warranty for the Holcim provided Elevate System(s) or Material(s) set forth herein. This Warranty consists of multiple pages, all of which comprise the express terms and conditions of the warranty herein. Additional requirements, terms, conditions, exceptions, and limitations are defined in subsequent pages. In the event that any inconsistencies exist between the General Terms, Conditions, and Limitations listed below and the Terms, Conditions, and Limitations in subsequent pages, the subsequent pages will prevail.

GENERAL TERMS, CONDITIONS, AND LIMITATIONS

Payment Required. Holcim shall have no obligation under this Limited Warranty unless and until Holcim and the licensed Elevate applicator have been paid in full for all materials, supplies, services, approved written change orders, warranty costs, and other costs which are included in, or incidental to, the System or Materials. In the event that repairs not covered by this Limited Warranty are necessary, Holcim reserves the right to suspend this Limited Warranty until such repairs have been completed and the licensed Elevate applicator and/or Holcim has been paid in full for such repairs.
Exclusions. Holcim shall have no obligation under this Limited Warranty, or any other liability, now or in the future, if a claim or damage is caused by: Natural forces, disasters, or acts of God including, but not limited to, fires, hurricanes, tornadoes, downbursts, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; Act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or Material or which impair the System or Material's ability to perform properly; Failure by the Owner to use reasonable care in maintaining the System or Material, said maintenance to include, but not be limited to, those items listed in the current version of the Elevate Building Owner's Manual available at www.holcimelevate.com in the Building Owner's Toolbox; Deterioration ,defects or failure of building components, including, but not limited to, the substrates, structural elements, walls, mortar, HVAC units, skylights, foundation settlement, etc.; Construction generated moisture, condensation or infiltration of moisture in, from, through, or around the walls, copings, rooftop hardware or equipment, skylights, building structure or underlying or surrounding materials; Acid, oil, harmful chemicals, or the reaction between them; Alterations or repairs to the System or Materials that are not completed in accordance with Holcim's published specifications, not completed by a licensed Elevate applicator and/or completed without proper notice to Holcim; The design of the System: Holcim does not undertake any analysis of the architecture or engineering required to evaluate what type of System, Installation or Material is appropriate for a building and makes no warranty express or implied as to the suitability of its Products for any particular structure; such a determination is the responsibility of the architect, engineer or design professional; Improper selection of materials for the assembly or the failure to accurately calculate wind uplift and/or applicable design loads; Deterioration to metal materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; Failure of any materials not manufactured or provided by Holcim used in the Elevate System or Installation not specifically accepted in writing by Holcim to be included in coverage; Change in building use or purpose; Failure by the licensed Elevate applicator or any additional contractor or subcontractor to follow Holcim's recommended installation instructions or approved specifications or drawings for the layout, design and installation of the System or Materials. It shall be the licensed Elevate applicator's sole and exclusive responsibility to strictly follow Holcim 's recommended installation instructions or approved specifications or drawings for the layout, design and installation of the System or Materials; or, Failure to correct all installation deficiencies listed in any Holcim inspection report.
Overburden. Owner shall be responsible for the costs associated with the removal and replacement, as well as any damage caused by the removal and replacement, of any overburden, superstrata or overlays, either permanent or temporary, which include but are not limited to: structures or assemblies added after installation, fixtures or utilities on or through the System or Material, support platforms or bases for Photovoltaic (PV) Arrays (aka - Solar Panels), Garden Roofs, Decks, Patios or any other obstacles that impede access, clear observation, investigation, and repair of the System or Materials, excluding ballast or pavers accepted by Holcim or overburden specifically included in subsequent pages of this Limited Warranty.
Term. The term of this Limited Warranty shall be for the period set forth above and in subsequent pages of this document and shall not be extended under any circumstances without Holcim's written approval.
Access. During the term of this Limited Warranty, Holcim's employees or designees shall have free access to the building for inspection, audit, or repair purposes during regular business hours with reasonable advance notice. In the event that access is limited due to security, tenant concerns or other restrictions, Owner shall reimburse Holcim for all reasonable costs incurred during inspection and/or repair of the System or Material that are due to delays associated with said restrictions.
Waiver & Severability. Holcim's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty. If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force to the fullest extent permitted by law.
Disputes. Any dispute, controversy, or claim between Owner and Holcim concerning this Limited Warranty or relating to any material(s) supplied by or required by Holcim shall be submitted to mediation in Davidson County, Tennessee. In the event that Owner and Holcim do not resolve the dispute, controversy, or claim in mediation, Owner and Holcim agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the state and federal courts in Davidson County, Tennessee. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts. Owner hereby releases Holcim from all liability to Owner's insurance carrier or to anyone claiming under or through Owner by reason of subrogation or otherwise.
Governing Law. This Limited Warranty shall be governed by and construed in accordance with the laws of the state of Tennessee without regard to its rules on conflicts of laws.

HOLCIM DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY HOLCIM. HOLCIM SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY HOLCIM. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND HOLCIM HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST HOLCIM AND HOLCIM SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS, SUBSTRATES, OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF HOLCIM. NO OTHER PERSON HAS ANY AUTHORITY TO BIND HOLCIM WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.
ADDITIONAL REQUIREMENTS ARE DEFINED ON SUBSEQUENT PAGES.

26 Century Blvd., Suite 205, Nashville, Tennessee 37214
800-428-4442 www.holcimelevate.com

ELEVATE

RED SHIELD™ ROOFING SYSTEM LIMITED WARRANTY

Warranty No: 700445216
Project No: 4289462
Start Date: 08/31/2023

Building Identification: Police East Sector Roll Call
Building Address: 4385 Clearwater Way, Lexington, KY 40515-6336
Building Owner: Lexington-Fayette Urban Co. Government
Roofing Contractor: Dixie Roofing Inc, 40000121

Flat Roof Area

Red Shield - TPO - 20 Year - 55 mph, Hail, Cut & Puncture **Square Footage: 4,369**

Holcim Solutions and Products US, LLC, an Indiana limited liability company ("Holcim"), warrants to the Building Owner ("Owner") named above that Holcim will, subject to the Terms, Conditions, and Limitations set forth herein, provide labor and material during the Warranty Period to repair any leak in the Elevate Roofing System ("System") caused by: normal weathering, manufacturing defects, or workmanship in the application of the System.

TERMS, CONDITIONS, AND LIMITATIONS

Products Covered. The System shall mean only the Elevate branded roofing membranes, Elevate branded roofing insulations, Elevate branded roofing metal, and other Elevate branded roofing accessories when installed in accordance with Holcim's technical specifications by a licensed Elevate applicator. Any materials not manufactured or supplied by Holcim are not covered under this Limited Warranty.
Notice. In the event any leak occurs in the System, Owner must give notice in writing or by telephone to Holcim Warranty Services ("Warranty Services") within thirty (30) days of the occurrence of the leak. By so notifying Holcim, Owner authorizes Holcim or its designee to investigate the cause of the leak at its option.
Investigation. Should the investigation reveal that the leak is excluded under the Terms, Conditions, and Limitations set forth herein, Owner shall be responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Limited Warranty null and void. Owner is responsible for completing repairs not covered by this Limited Warranty. Failure by Owner to repair unwarranted leaks in a reasonable manner using a licensed Elevate applicator and within 60 days shall render this Limited Warranty null and void.
No Dollar Limit (NDL). If upon investigation, Holcim determines that the leak is not excluded under the Terms, Conditions, and Limitations set forth herein, Owner's sole and exclusive remedy and Holcim's total liability shall be limited to the repair of the leak. There is no dollar limit placed on the cost to repair a warranted leak.
Exclusions. Holcim shall have no obligation to repair a leak or damage caused by: Hail greater than 2.0" in diameter; Winds of peak gust speed at or in excess of 55 mph calculated at ten (10) meters above ground using available meteorological data (all associated building components, including but not limited to the deck substrate, joists, columns and foundation, must also meet wind speed design requirements); Roof traffic or storage of materials or equipment on the roof not specifically accepted in writing by Holcim; Any leak caused by the breach, rupture, or failure of any building envelope component not covered under this Limited Warranty; or, Failure to properly notify Holcim Warranty Services as set forth herein.
Transfer. This Limited Warranty shall be transferable and assignable subject to Owner's payment of the current transfer fee set by Holcim.
Alteration. Owner shall notify Holcim in writing upon making any alterations to the System, or installing any structures, fixtures, or utilities on or through the System after installation, including, but not limited to: Photovoltaic (PV) Arrays, Garden Roofs, Decks, Patios, and areas intended for public access. Failure to obtain Holcim's approval for a roof alteration, or failure to provide required documentation, shall render this Limited Warranty null and void.
Cut & Puncture. As a special term of this Limited Warranty, Holcim will repair any leaks caused by unintentional and occasional damage to the membrane as a result of normal rooftop inspection, maintenance or service.

HOLCIM SOLUTIONS AND PRODUCTS US, LLC
By: Michael Huber

Authorized Signature: _____

Title: Director of Warranty Services

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ELEVATE

UNA-CLAD™ METAL PAINT FINISH LIMITED WARRANTY

Warranty No: 700445216
Project No: 4289462
Start Date: 08/31/2023

Building Identification: Police East Sector Roll Call
Building Address: 4385 Clearwater Way, Lexington, KY 40515-6336
Building Owner: Lexington-Fayette Urban Co. Government
Installing Contractor: Dixie Roofing Inc, 40000121

Flat Roof Area

Metal Paint Finish **Square Footage: 4,369**

Holcim Solutions and Products US, LLC, an Indiana limited liability company ("Holcim"), warrants to the Building Owner ("Owner") named above that Holcim will, subject to the Terms, Conditions, and Limitations set forth herein, refinish any exterior paint finish ("Finish") during the Warranty Period on the UNA-CLAD™ branded coil-coated metal ("UNA-CLAD Metal") supplied by Holcim as part of the project named above that exhibits any of the following exterior surface conditions measured at the values listed below by group:

1) Loss of Adhesion, including, but not limited to peeling, checking, or cracking, except for crazing or cracking that may occur on formed edges or bends of metal roofing panels and trim, for a term not to exceed thirty-five (35) years.
2) Chalking in excess of the numerical rating listed below, Vertical and Non-Vertical, when measured in accordance with ASTM D 4214 "Standard Methods of Evaluating Degree of Chalking of Exterior Paints," for a term not to exceed thirty (30) years.
3) Fade or change in color in excess of the Vertical rating listed below in color difference units as measured on exposed surfaces that have been cleaned of external deposits and chalk and the corresponding values measured on the original or unexposed painted surfaces when tested in accordance with ASTM D 2244 3.7.1 and 3.8.4, "Standard Practice for Calculation of Color Tolerances and Color Differences from Instrumentally Measured Color Coordinates," for a term not to exceed thirty (30) years.

TERMS, CONDITIONS, AND LIMITATIONS

Group 1: Adhesion - 35 years, Chalk - 30 years at 8, Fade - 30 years at 5:
Almond, Bone White, Cityscape, Colonial Red, Hartford Green, Hemlock Green, Mansard Brown, Medium Bronze, Patina Green, Regal Blue, Sandstone, Sherwood Green, Sierra Tan, Sky Blue, Slate Gray, Stone White, Terra Cotta, Tropical Patina, Burnished Slate

Group 2: Adhesion - 35 years, Chalk - 30 years at 8, Fade - 30 years at 7:
Charcoal Gray, Dark Bronze, Dark Ivy, Extra Dark Bronze, Teal

Group 3: Adhesion - 35 years, Chalk - 20 years at 8, Fade - 20 years at 9:
Brandywine, Matte Black, Regal Red, Electric Blue, Award Blue

Group 4: Adhesion - 30 years, Fade - 30 years at 8:
Premium Pattern Colors

Group 5: Adhesion - 20 years, Chalk - 20 years at 8:
Champagne Metallic, Classic Copper, Silver Metallic, Aged Zinc, *Vintage
*__Note__: ***Vintage finish not warranted in industrial or marine applications.***

Group 6: Adhesion - 20 years, Chalk - 20 years at 8, Fade - 20 years at 5:
*Flurothane☐ Coastal (all colors)
*__Note:__ ***Flurothane Coastal finish is the only paint finish warrantable within 1,500 feet of a saltwater environment.***

__Products Covered.__ This Metal Paint Finish Limited Warranty ("Limited Warranty") is limited exclusively to metal roofing panels and/or metal trim fabricated from UNA-CLAD Metal and installed in accordance with Holcim's technical specifications by a licensed Elevate applicator. Any materials not manufactured or supplied by Holcim are not covered under this Limited Warranty.
__Notice.__ In the event that any peeling, checking, cracking, chalking, fading, or color change of the Finish occurs, Owner must give notice to Holcim Warranty Services ("Warranty Services") in writing or by telephone within thirty (30) days of such occurrence. By so notifying Holcim , Owner authorizes Holcim or its designee to investigate the condition of the Finish at its option. Holcim will have no obligation to refinish any area(s) of the UNA-CLAD Metal if Owner fails to give proper notice to Holcim Warranty Services as set forth herein. Notifying Installing Contractor, a local contractor, or and Elevate Sales Representative does not constitute notice to Holcim Warranty Services as required by this section. Owner agrees to retain original proof of purchase of the UNA-CLAD Metal and Elevate packing slip, and to supply the originals upon submitting a claim.
__Investigation.__ Should the investigation reveal that the surface condition of the Finish is excluded under the Terms, Conditions, and Limitations set forth herein, Owner shall be responsible for payment of the investigation costs and shall repair or refinish the UNA-CLAD Metal at Owner's expense within a reasonable time but no more than sixty (60) days from the date of the investigation. Failure by Owner to pay for these costs or to have unwarranted conditions repaired by a licensed Elevate applicator shall render this Limited Warranty null and void.
__Limitations.__ Should the investigation reveal that the surface condition of the Finish is not excluded under the Terms, Conditions, and Limitations set forth herein, Owner's sole and exclusive remedy and Holcim's total liability shall be limited to refinishing of the affected area of the UNA-CLAD Metal determined by Holcim to require refinishing. Any and all refinishing work so performed by Holcim under the Terms of this Limited Warranty shall be performed using any standard finishing practices and materials. Holcim's obligation over the life of this Limited Warranty is limited to Owner's original purchase price of the UNA-CLAD Metal.
__Exclusions.__ Holcim shall have no obligation under this Limited Warranty, or any other liability, for any damage to or deterioration of or failure of the Finish caused by hail; winds; roof traffic or storage of materials or equipment on the roof not specifically accepted in writing by Holcim; standing water or the continuous spray of either salt or fresh water; any installation within 1,500 feet (457 meters) of a saltwater environment (Flurothane Coastal Finish excepted); airborne sand abrasion;

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***Flurothane is a registered trademark of The Sherwin-Williams Company**

ELEVATE

UNA-CLAD™ METAL PAINT FINISH LIMITED WARRANTY

Warranty No: 700445216
Project No: 4289462
Start Date: 08/31/2023

Building Identification: Police East Sector Roll Call
Building Address: 4385 Clearwater Way, Lexington, KY 40515-6336
Building Owner: Lexington-Fayette Urban Co. Government
Installing Contractor: Dixie Roofing Inc, 40000121

metal shavings; surface temperatures that exceed 200 □F (93 □C); any failure caused by the attachment or mounting of any item or device to or near the UNA-CLAD Metal; improper handling during transportation and/or installation, including but not limited to improper storage or placement, surface damage, or failure to remove strippable protective film; or, failure of Owner to perform regular inspections and maintenance of the Metal Panels (see the Elevate Owner's Manual in the Building Owner's Toolbox at ww.holcimelevate.com).

Transfer. This Limited Warranty shall be transferable and assignable subject to Owner's payment of the current transfer fee set by Holcim.

Alteration. Owner shall notify Holcim in writing upon making any alterations to the UNA-CLAD Metal, or installing any structures, fixtures, or utilities on or through the UNA-CLAD Metal after installation, including, but not limited to: Photovoltaic (PV) Arrays, Garden Roofs, Decks, Patios, and areas intended for public access. Failure to obtain Holcim's approval for an alteration to the UNA-CLAD Metal, or failure to provide required documentation, shall render this Limited Warranty null and void.

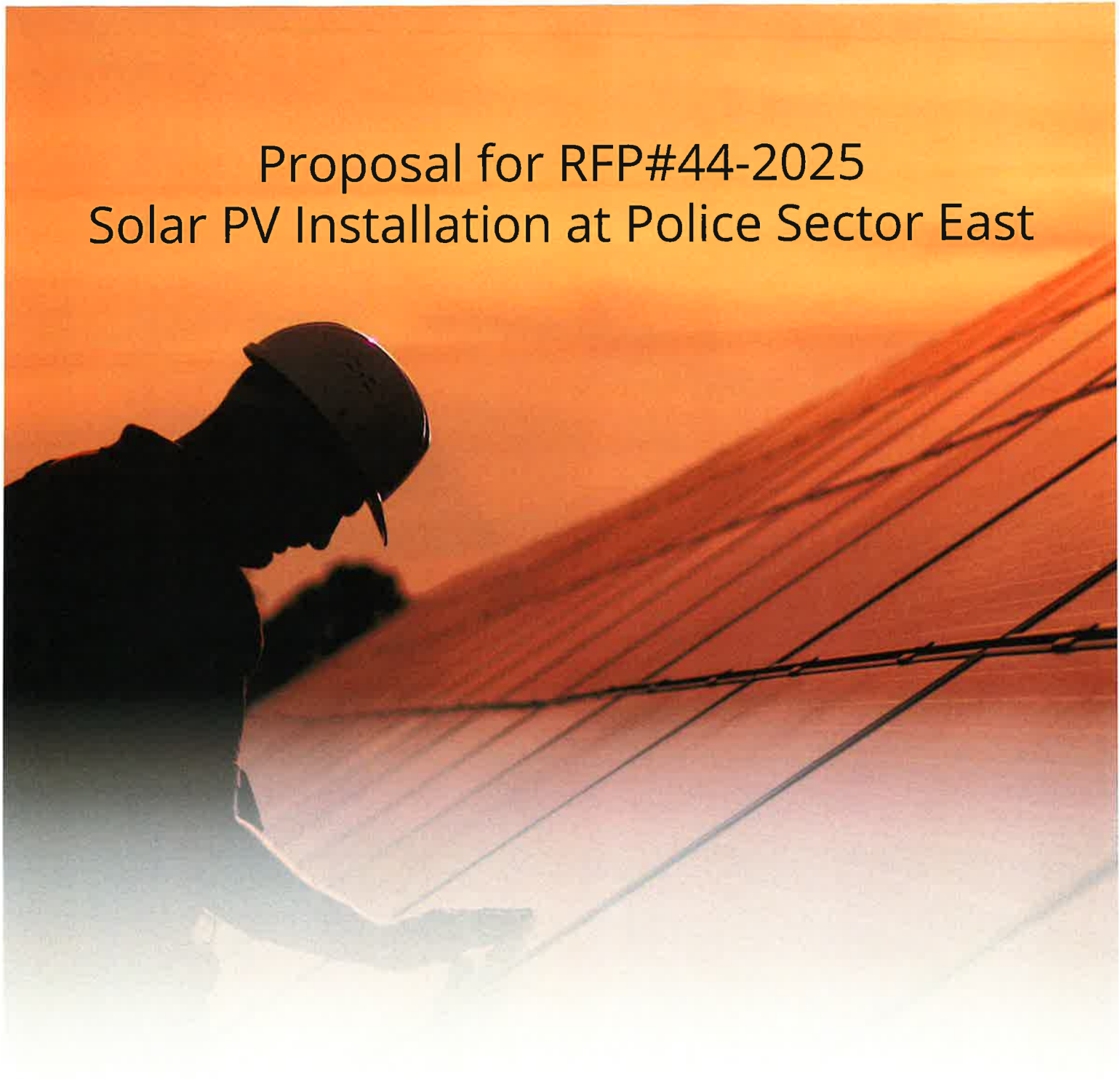
HOLCIM SOLUTIONS AND PRODUCTS US, LLC
By: Michael Huber

Authorized Signature: _____

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Proposal for RFP#44-2025
Solar PV Installation at Police Sector East



CALHOUN
RENEWABLE ENERGY

CMTA

Company Profiles



CALHOUN
RENEWABLE ENERGY

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Proposal for RFP#44-2025
Solar PV Installation at Police Sector East

Company Profile

Company Name: Calhoun Construction Services

Company Address: 1708 Jaggie Fox Way
Lexington, KY 40511

1703 S. Brook Street
Louisville, KY 40208

Year Established: 2012

Full-Time Employees: 200+

The company is actively involved in the installation of solar panels and related infrastructure.

Calhoun's expertise in solar energy extends to assessing and analyzing the cost-benefit of solar installations for small commercial entities. This assessment helps businesses understand the long-term financial benefits of switching to solar power, such as reduced energy costs and increased energy independence.

This focus on solar energy reflects Calhoun Construction's broader commitment to sustainable practices and community engagement, as they seek to support and develop dedicated professionals who share a passion for community welfare and sustainable development.

CALHOUN
RENEWABLE ENERGY

Company Profile

Company Name: CMTA

Company Address: 220 Lexington Green Circle, Ste 600
Lexington, KY 40503

Year Established: 1968

Full-Time Employees: 850+

CMTA has designed over 140 Megawatts of photovoltaic systems on hundreds of high-performance projects all around the country including the Zero Energy Locust Trace AgriScience Center in Lexington. CMTA implements the latest technologies and innovations in solar module design, inverter design and cost-effective mounting technologies. Our staff is uniquely qualified based on their wide range of experience within the PV industry which consists of NABCEP accredited installers, inspectors and designers with a combined experience of over 40 years. This expertise allows our team to bring unmatched value and innovation to any project.

CMTA

Project Experience



CALHOUN
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CMTA

Specific to solar PV systems installed by the company in calendar year 2023, what was the total number of systems installed? 5

What was the total installed capacity in KW? 1,291 kW

Describe your experience with project permitting and interconnection experience with LGE-KU:
Calhoun Construction Servuces & CMTA have worked with LGE/KU on many PV projects ranging in size from 5-500kW+. We excel at the requirements for interconnection when it comes to engineering (Site Plan & Single Line Diagrams), codes and standards. We often work directly with the renewable group and team to vet available PV capacity on utility feeders that bring service to a specific site or building. This type of experience is very important because it allows our team to identify potential project issues on the onset of design instead of later in the project, where the consequences of a PV design/system size not being accepted by the utility could cost our client a lot of frustrations and resources.

Attach two (2) references of applicable projects within LGE-KU service territory including a brief description of the PV system installed.

Fayette County Public Schools, Locust Trace Agri-Science Center - Lexington, KY
- The Solar Photovoltaic array is comprised of 572 – 305W Crystalline Solar Panels. These are housed on the roofs of both the Academic Building, and the Arena Building. The total array size of 175KW is designed to generate enough electrical power to offset all site power usage and become NetZero site consumption.
- Zero Energy
- LEED Platinum
- PV: 175 kW
- EUI: 16
- Fayette County Public Schools

Lars Finneseth
859-381-4917
lars.finneseth@fayette.kyschools.us

Berea College, Deep Green Residence Hall - Berea, KY
- A 50 kW monocrystalline solar photovoltaic (PV) system is installed on the south facing sloped roof area of the building. The system is modeled to provide 14 percent of the power usage on an annual basis. The system was selected because of the high efficiency and recent lower industry costs with an installation cost of $4.93/watt.
- Zero Energy Ready
- LEED Platinum
- PV: 50 kW
- EUI: 31.4
- Berea College

Derrick Singleton
VP of Operations
859-985-3131

Photovoltaic Systems

Select Project Experience

Town of Andover, Sanborn Elementary School
Zero Energy Targeted
PV: 350 kW
EUI: 25

DC Department of Parks and Recreation, Stead Park Community Center
Zero Energy Targeted
PV: 90

Arlington County, Lubber Run Community Center
Zero Energy
PV: 310 kW
EUI 22.1

Warren County Public Schools, Jennings Creek Elementary
Zero Energy
PV: 250 kW
EUI: 15

City of Cincinnati, District 3 Police Headquarters
Zero Energy
PV: 329 kW
EUI: 26.7

Washington College's Semans-Griswold Environmental Center
Zero Energy Targeted
Living Building Challenge Targeted
LEED Platinum Targeted
EUI: 40
PV: 110 kW

9+M SF
in Zero Energy / Zero Carbon Facilities

180M+
Metric Tons of CO2e Emissions Eliminated

204
LEED Certified / Targeted
(21 Platinum; 86 Gold; 69 Silver; 28 Certified)

500+
ENERGY STAR Projects Scoring over 75

140MW
Renewable Power Designed / Installed

6,000
Miles of Linear Geothermal Wells Designed / Installed

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Project Team



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KONRAD KUTTER

NABCEP, PVIP, PVSI

Principal-in-Charge | Solar Program Manager

EDUCATION

Mr. Kutter received a Bachelor of Science in Civil Engineering and German Studies from the University of Kentucky in 2014.

REGISTRATIONS

- Power and Energy Certificate from the Power and Energy Institute of Kentucky
- NABCEP PV Installation Professional PV-1-2117-013866
- NABCEP PV Inspector PVSI-061819-013866
- BPI Building Science Principles
- OSHA 30hr Hazard Recognition Training

ORGANIZATIONS

- North American Board of Energy Practitioners
- Engineers without Borders
- Kentucky Society of Professional Engineers
- Kentucky Solar Industry Association - Board Member

RELATED PROJECTS

ESPC Project: Total=$11,527,219
91 kW rooftop solar PV array for Pender Office Bldg., 100 kW array for 2 fire stations, 326 kW array for a RECenter, 150 kW array for office building, 350.98 kW for I66 Transfer Station
Fairfax County Government Phase 2
Fairfax, Virginia

ESPC Project: Total=$58,267,792
Loudoun County Public Schools Phases 1 - 5, 7
Phase 1: 592.5 kW roof mount solar array
Phase 2: 244 kW DC roof mount solar array
Phase 3: 1,941.23 kW DC roof mount solar arrays across 6 schools
Phase 4: 562.5 kW roof mount solar array
Phase 5: 2,107 kW DC roof mount solar arrays, 4,600 solar PV panels, across 4 facilities
Phase 7: 240.75 kW roof-mounted solar photovoltaic array with 535 modules for 1 school
Ashburn, Virginia

ESPC Project: $14,642,122; 21 facilities
Wood County Schools Phase 1
390 kW roof mount solar array
Parkersburg, West Virginia

EXPERIENCE

Mr. Kutter has a vast knowledge of renewable energy systems within and outside of the United States. He is a certified PV designer, installation professional and inspector who has worked on projects ranging from 5kW to 10MW+.

Mr. Kutter has experience in all facets of a construction project from design, interconnection, and construction to commissioning. He has a thorough knowledge base in utility interconnection, both in net metering and behind the meter interconnections. He also has strong skills in leadership and management, which has led to the success of a variety of projects.

As a project manager, Mr. Kutter will ensure the overall project scope is met by coordinating and working closely with the project team through design, construction and commissioning. He will work effectively with utilities and subcontractors to ensure a successful project. Once the project has been completed, Mr. Kutter has the expertise and certification by the North American Board of Energy Practitioners to inspect all types of photovoltaic systems.

CMTA



Brian Baumgartle

PE, LC, LEED AP BD+C

Principal-in-Charge/Project Manager

Profile

Role

Principal-in-Charge/Project Manager

Bio

As an expert in electrical engineering, Brian holds extensive understanding of electrical power distribution and its impact on energy efficiency and resiliency. He has also designed more than 100 Megawatts of renewable power (photovoltaics) for many institutions across the nation, including K-12 school districts. In addition, his extensive experience and knowledge of lighting and daylighting design ensures that it will be memorable, visually comfortable, cost effective and energy efficient.

Education

B.S., Electrical Engineering, University of Louisville, 1998

Registrations

Licensed Professional Engineer KY (#23119)

17 Years with firm

27 Years experience

CMTA

Select Project Examples

City of Cincinnati

Cincinnati, Ohio

District 3 Police Headquarters
- 39,600 SF
- Zero Energy
- LEED Platinum
- PV: 329 kW
- EUI: 26.7

Hancock County Public Library

Palestine, Indiana

Sugar Creek Library
- 15,000 SF New Facility
- Zero Energy
- PV: 132 kW
- EUI: 27.8

Kentucky Air National Guard

Frankfort, Kentucky

Boone National Guard Army Aviation Support Building
- 115,300 SF New Facility
- LEED Gold
- PV: 80 kW
- EUI: 15

Warren County Public Schools

Bowling Green, Kentucky

Jennings Creek Elementary
- 86,000 SF New Facility
- Zero Energy
- Energy Star
- PV: 350 kW
- EUI: 15

Kenton County Schools

Edgewood, Kentucky

Turkey Foot Middle School
- 133,359 SF New Facility
- Zero Energy
- LEED Gold
- PV: 453 kW
- EUI: 22



Andrew Godoy

Electrical Engineer

Profile

Role

Electrical Engineer

Bio

Andrew first joined CMTA as an intern in 2013 while attending University of Louisville, then joined CMTA full-time after graduating in 2016.

When it comes to community and education-based projects, Andrew understands how vital electrical systems play a part in determining a good project from a great one. He enthusiastically looks forward to conquering inevitable challenges and future projects along the way, as well as meeting new clients and making their projects come to life.

Education

B.S., Electrical Engineering, University of Louisville, 2016

8 Years with firm

8 Years experience

CMTA

Select Project Examples

City of Cincinnati
Cincinnati, Ohio

District 3 Police Headquarters
- 39,600 SF
- Zero Energy
- LEED Platinum
- PV: 329 kW
- EUI: 26.7

Kentucky Air National Guard
Frankfort, Kentucky

Boone National Guard Army Aviation Support Building
- 115,300 SF New Facility
- LEED Gold
- PV: 80 kW
- EUI: 15

CMTA
Lexington, Kentucky

Lexington Office Building
- 12,000 SF New Facility
- Zero Energy
- LEED Platinum
- PV: 8 kW
- EUI: 14

Arlington Public Schools
Arlington, Virginia

Discovery Elementary School
- 98,000 SF New Facility
- Zero Energy
- Energy Star
- PV: 497 kW
- EUI: 15.2

Coppell Independent School District
Coppell, Texas

Richard J Lee Elementary School
- 96,000 SF New Facility
- Zero Energy
- LEED Gold
- PV: 358 kW
- EUI: 19



Jason Johnson

Senior Project Manager

Role
Senior Project Managerr

Bio
As a Construction Management Professional with over 25 years of experience, He has successfully managed both field and office operations. His expertise lies in renewable energy, with a strong focus on sustainable design and construction. He has consistently demonstrated his ability to manage projects efficiently, ensuring they are completed on time and within budget.

Education
B.S., Construction Management, University of Minnesota
MPS-RESS in Renewable Energy, Pennsylvania State University
SEI - PVOL202: Advanced PV System Design and NEC Certification

Registrations
OSHA 30-Hour 16-602000854
NABCEP PVIS PVIP

+3 Years with firm
26 Years experience - Construction
15 Years experience - Renewable Energy

CALHOUN
RENEWABLE ENERGY

Select Project Examples

Los Angeles Unified School District Multiple Sites
Los Angeles, CA
- 9 Public School Sites
- PV: 7.4 MW Total System Size
- Carport PV Systems

Santa Monica Malibu Unified School District Multiple Sites
Santa Monica, CA
- 9 Public School Sites
- PV: 863.310 kW Total System Size
- Roof Mount Systems

Newport Costa Mesa Unified School District
Newport-Cost Mesa, CA
- 32 Public School Sites
- PV: 3.3 MW Total System Size
- Carport PV Systems

Westmont Solar Energy Project @ the Port of Los Angeles
San Pedro, CA
- 4 Total Rooftops Covering More Than 50 Acres
- PV: 16.4 MW Total System Size
- Roof Mount Systems

Hallway Feeds Solar Project
Lexington, KY
- 3 Total Systems
- PV: 522.900 kW
- Roof Mount and Ground Mount Systems

Lexington Fire Station #22
Lexington, KY
- 1 roof mount system
- PV: 22.17 kW
- Roof Mount System

Bernheim Middle School
Shepherdsville, KY
- 1 roof mount system
- PV: 60 kW
- Roof Mount System

Martin County High School
Inez, KY
- 1 ground mount
- PV: 60 kW
- Ground Mount System



Michael Phelps

Lead Electrician

Profile

Role

Lead Electrician

Bio

Mike has over 20 years of experience as an electrician in Kentucky. He has worked on more than 100 diverse electrical interconnection projects in LGE-KU service territories. He has superior knowledge in local, regional, and national electrical code (NEC) requirements. Mike has a proven track record of completing electrical projects on time with very little need for modifications require by electrical inspection officers.

Education

Electrical Apprenticeship 1996

Registrations

DHBC – Licensed Master Electrician KY (ME28047) 2005- Present
OSHA 30-HOUR CSH

5 Years with firm

22 Years experience - electrical construction

3 Years experience - photovoltaic construction

CALHOUN
RENEWABLE ENERGY

Days Inn Louisville Airport
Louisville, KY

- PV: 96kW Total System Size
- 2 Roof Mount PV Systems

Hallway Feeds Solar Project
Lexington, KY

- 3 Total Systems
- PV: 522.900 kW
- Roof Mount and Ground Mount Systems

Lexington Fire Station #22
Lexington, KY

- 1 roof mount system
- PV: 22.17 kW
- Roof Mount System

Bernheim Middle School
Shepherdsville, KY

- 1 roof mount system
- PV: 60 kW
- Roof Mount System

Martin County High School
Inez, KY

- 1 ground mount
- PV: 60 kW
- Ground Mount System

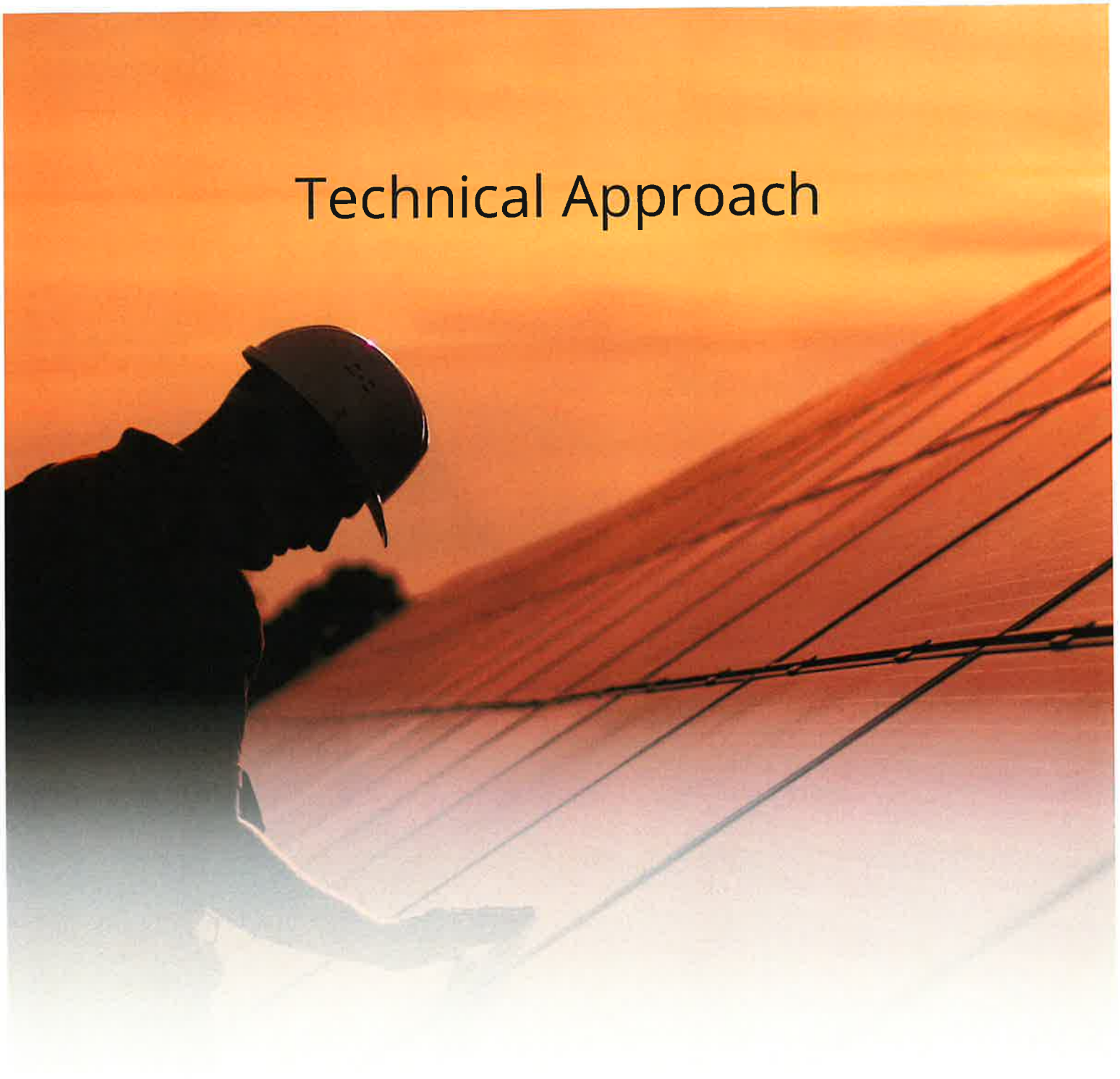
Oakley Trasport
Louisville, KY

- PV: 24.5 kW
- Roof Mount PV System

Saint James Church
Elizabethtown, KY

- PV: 12 kW
- Roof Mount PV System

Technical Approach



CALHOUN
RENEWABLE ENERGY

CMTA

Technical Approach

Photovoltaic (PV) Systems

The photovoltaic industry continues to evolve rapidly meaning that whatever worked on the last project might be outdated and expensive on the next. CMTA's solar design experts are on the forefront of many of these trends to ensure that our clients are able to leverage the best available photovoltaic technology.

CMTA has designed over 140 Megawatts of photovoltaic systems on hundreds of high-performance projects all around the county and implements the latest technologies and innovations in solar module design, inverter design and cost-effective mounting technologies. Our staff is uniquely qualified based on their wide range of experience within the PV industry which consists of NABCEP accredited installers, inspectors and designers with a combined experience of over 40 years. This expertise allows our team to bring unmatched value and innovation to any project.

Our process starts at the conceptual design level, involves consideration of building massing, orientation, self-shading, roof obstacles and utility interconnection viability. Next, we assess the potential EUI of the building and ensure we understand the impact of loads within the building we have designed. We live by the "reduce before produce" model, which ensures a focus on reducing building loads and other efficiency opportunities before lowering the EUI of the building with PV. This line of thinking and design allows CMTA to ensure the size of a projects solar PV plant is optimized.



CMTA

CALHOUN

Calhoun Construction Services Basis of Design:

Calhoun Construction Services proposes installing a 20.48kW DC solar system consisting of the following components.

1. A total of (32) Hyundai HiN-T640NJ (640W) modules
2. One SolarEdge SE17.3K-US 208V Inverter utilizing a total of (3) strings of modules
3. (32) SolarEdge – C651U optimizers / rapid shut down units utilizing both the SolarEdge monitoring system intergraded with full individual module and inverter level monitoring.
4. Racking system –
   A) On the pitched metal roof, we propose installing the IronRidge XR100 rail system and components using the S5! - metal roof clamps to structurally attach to the building. This system will be comprised of (32) modules utilizing a 4' clearance space around all edges of the roof and 4' clearance from the "snow stop" railing.
   B) The system will also allow for a 4' clearance between each array for maintenance and future service.

All components meet or exceed all UL listed requirements. Construction of this solar system will meet all current codes requirements per NFPA, NEC, IBC, NFC and all state and local authorities having jurisdiction.

The solar system will not interfere with or impact the operation of the emergency generator.

The Hyundai HiN-T640NJ (640W) meet both the UL1703 and the UL61730 listings with a 30-year performance warranty with 89.4% efficiency at 25-years. The Hyundai HiN-T640NJ is listed as 640W and 706W bifacial with the CEC.

The SolarEdge SE17.3K-US 208V Inverter meets UL1741 listings. The SolarEdge inverter does qualify for Domestic Content. The inverter comes with a standard 12-year warranty with the option to increase it by 20-years. The inverter efficiency of inverter is 97% CEC.

The SolarEdge C651U optimizers / rapid shutdowns do qualify for Domestic Content. The optimizer/RSD has a 25-year warranty.

The IronRidge racking system is UL3741 listed and qualifies for Domestic Content. The IronRidge racking system comes with a 25-year warranty.

Calhoun Construction Services will utilize (PVDF) Strong-Ty™ Kynar Cable Ties achieve minimal flame-spread and smoke-generation, Strong-Ty™ zip ties meet the National Electrical Code (NFPA-70A) and UL94V-0.

Calhoun Construction Services proposes installing a Low-Profile Master Flash 20year warranty flashing by Aztec Washer Company to penetrate the metal roof system over the outside of the soffit to avoid installing conduit and LB's around the fascia and soffit. This application will provide a full warranty installation with junction boxes on both the metal and TPO roofs to allow for future maintenance of the solar system and the building with an aesthetically less intrusive design. The conduit will be installed using Durablock to eliminate any contact of the conduit with the roof.

Calhoun Construction Services cannot assure an extra 10% ITC tax credit based on the system specifics; it will be the evaluation of the tax professional to determine if this project meets the requirements at the time the documentation is submitted.

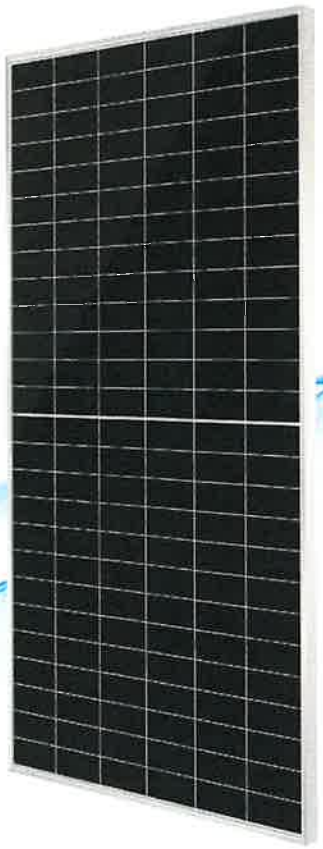
Calhoun Construction Services will provide a written 3-year warranty against defect of material or workmanship.

HD HYUNDAI SOLAR MODULE

NJ Series

Premium N-Type TOPCon Module

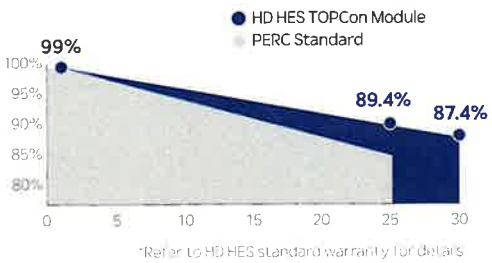
HiN-T625NJ | HiN-T630NJ | HiN-T635NJ | HiN-T640NJ | HiN-T645NJ



- 23.07% High Efficiency
- High-End TOPCon Technology
- Higher Bifaciality
- Long-Term Reliability
- Compatible with Carport Applications
- For Commercial & Utility Applications

HD Hyundai's Warranty Provisions

- 12 YEARS · 12-Year Product Warranty
  - Materials and workmanship
- 30 YEARS · 30-Year Performance Warranty
  - First year degradation 1%
  - Linear warranty after initial year with 0.4%p annual degradation, 87.4% is guaranteed up to 30years



*Refer to HD HES standard warranty for details

Certification

ISO 9001 : Quality management systems
ISO 14001 : Environmental management systems
ISO 45001 : Occupational health and safety management systems
UL 61730 : Photovoltaic (PV) module safety qualification (CSA)
IEC 61701 : Salt mist corrosion testing
IEC 62716 : Ammonia corrosion testing
IEC 62804 : Potential induced Degradation (PID) testing
IEC 60068-2-68 : Standard dust testing for environmental durability

Electrical Characteristics

HiN-TxxxNJ		HiN-T625NJ		HiN-T630NJ		HiN-T635NJ		HiN-T640NJ		HiN-T645NJ	
Item	Unit		BNPI**		BNPI		BNPI		BNPI		BNPI
Nominal output (Pmax)	W	625	693	630	698	635	704	640	709	645	715
Open circuit voltage (Voc)	V	55.7	55.7	55.9	55.9	56.1	56.1	56.3	56.3	56.5	56.5
Short circuit current (Isc)	A	14.26	15.80	14.31	15.86	14.36	15.91	14.41	15.97	14.46	16.02
Voltage at Pmax (Vmpp)	V	46.3	46.3	46.5	46.5	46.7	46.7	46.9	46.9	47.1	47.1
Current at Pmax (Impp)	A	13.50	14.96	13.55	15.01	13.60	15.07	13.65	15.12	13.70	15.18
Module efficiency	%	22.26		22.54		22.72		22.90		23.07	
Power Class Sorting	W					0 ~ +5					
Temperature coefficient of Pmax	%/K					-0.30					
Temperature coefficient of Voc	%/K					-0.25					
Temperature coefficient of Isc	%/K					0.046					
Bifaciality	%					80±10%					

*STC : Irradiance 1,000 W/m², cell temperature 25°C, AM=1.5 / Test uncertainty for Pmax ±3%, Voc ±3%, Isc ±3%
**The electrical properties of BNPI are measured under the irradiance corresponding to 1000 W/m² on the module front and 135 W/m² on the module rear

Additional Power Gain from rear side					
Pmpp gain	Pmpp [W]	Vmpp [V]	Impp [A]	Voc [V]	Isc [A]
5%	667	46.70	14.28	56.10	15.08
15%	730	46.70	15.64	56.10	16.51
25%	794	46.70	17.00	56.10	17.95

*Electrical characteristics with different rear power gain (reference to 635W)

Mechanical Characteristics

Dimensions	2,465mm (L) x 1,134mm (W) x 35mm (H) (97.1in x 44.6in x 1.4in)
Weight	34.5 kg (76.1lbs)
Solar Cells	N-Type TOPCon, 156 (6x26) monocrystalline 16BB half-cut bifacial cells
Output Cables	Cable : (+)1,400mm(55.1in), (-)1,400mm(55.1in) / Customized length available Connector : MC4 Genuine or Compatible, IP68
Junction Box	3-part, 3 bypass diodes, IP68 rated
Construction	Front : 2.0mm(0.08in) semi-tempered solar glass with high transmittance and anti-reflective coating Rear : 2.0mm(0.08in) semi-tempered solar glass
Frame	Anodized aluminum alloy

Installation Safety Guide

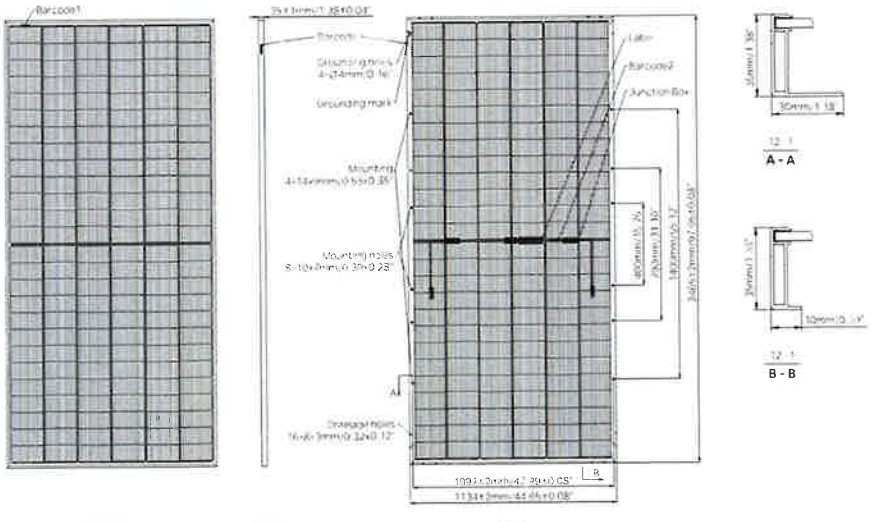
- Only qualified personnel should install or perform maintenance.
- Be aware of dangerous high DC voltage.
- Do not handle or install modules when they are wet.

Nominal Module Operation Temperature	44°C ± 2°C
Operating Temperature	-40°C~+85°C
Maximum System Voltage	DC 1,500 V
Maximum Reverse Current	30A
Maximum Test Load	Front 5,400Pa Rear 2,400Pa
Fire Performance	Type 29

Shipping Configurations

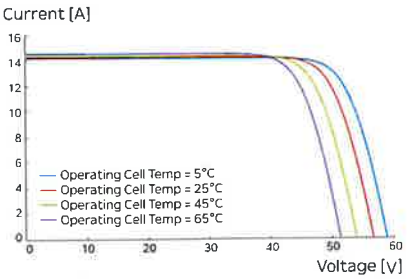
Packing Direction	Vertical	Packing pallet weight (kg)	1,105
Container Size (HC)	40'	Modules Per Pallet (pcs)	31
Pallets Per Container	16	Modules Per Container (pcs)	496

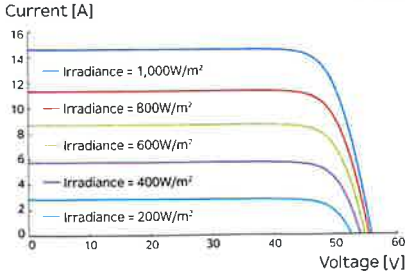
Module Diagram (unit : mm)



FRONT SIDE REAR

I-V Curves (HiN-T635NJ)





Sales & Marketing
hes.sales@hd.com

HD Hyundai Energy Solutions reserves the right to update or modify the specifications and features listed in this datasheet without prior notice. Always check the latest version of the datasheet for accurate information. Before using the product, please refer to the Installation and Operation Manual and Warranty. We retain the right of final interpretation.

HD HYUNDAI ENERGY SOLUTIONS

Three Phase Inverters for the 120/208V Grid

For North America

SE10KUS / SE17.3KUS

INVERTERS

12-20 YEAR WARRANTY



The best choice for SolarEdge enabled systems

- Specifically designed to work with power optimizers
- Quick and easy inverter commissioning directly from a smartphone using SolarEdge SetApp
- Fixed voltage inverter for superior efficiency and longer strings
- Built-in type 2 DC and AC Surge Protection, to better withstand lightning events
- Small, lightest in its class, and easy to install outdoors or indoors on provided bracket
- Integrated arc fault protection and rapid shutdown for NEC 2014 – 2023, per article 690.11 and 690.12
- Built-in module-level monitoring with Ethernet, wireless or cellular communication for full system visibility
- Integrated Safety Switch
- UL 1741 SA and SB certified, for CPUC Rule 21 grid compliance

/ Three Phase Inverters for the 120/208V Grid[1]

For North America

SE10KUS / SE17.3KUS

Model Number	SE10KUS	SE17.3KUS	
Applicable to inverters with part number	SEXXK-USX2IXXXX		
OUTPUT			
Rated AC Power Output	10000	17300	W
Maximum Apparent AC Output Power	10000	17300	VA
AC Output Line Connections	3W + PE, 4W + PE		
AC Output Voltage Minimum-Nominal-Maximum[2] (L-N)	105 – 120 – 132.5		Vac
AC Output Voltage Minimum-Nominal-Maximum[2] (L-L)	183 – 208 – 229		Vac
AC Frequency Minimum-Nominal-Maximum[2]	59.3 – 60 – 60.5		Hz
Continuous Output Current (per Phase)	27.8	48.25	Aac
GFDI Threshold	1		A
Utility Monitoring, Islanding Protection, Country Configurable Set Points	Yes		
THD	≤ 3		%
Power Factor Range	+/- 0.85 to 1		
INPUT			
Maximum DC Power (Module STC)	17500	30275	W
Transformer-less, Ungrounded	Yes		
Maximum Input Voltage DC+ to DC-	600		Vdc
Operating Voltage Range	370 – 600		Vdc
Maximum Input Current	27.8	48.25	Adc
Maximum Input Short Circuit Current	55		Adc
Reverse-Polarity Protection	Yes		
Ground-Fault Isolation Detection	167kΩ Sensitivity[3]		
CEC Weighted Efficiency	97	97.5	%
Night-time Power Consumption	< 4		W
ADDITIONAL FEATURES			
Supported Communication Interfaces	2 x RS485, Ethernet, Cellular (optional)		
Inverter Commissioning	With the SetApp mobile application using built-in Wi-Fi access point for local connection		
Rapid Shutdown	NEC 2014 – 2023, built-in		
RS485 Surge Protection Plug-in	Supplied with the inverter, built-in		
AC, DC Surge Protection	Type II, field replaceable, built-in		
DC Fuses (Single Pole)	25A, built-in		
Smart Energy Management	Export Limitation		
VAR at Night	Yes[4]		
DC SAFETY SWITCH			
DC Disconnect	Integrated		
STANDARD COMPLIANCE			
Safety	UL 1741, UL 1741 SA; UL 1741 SB; UL 1699B; CSA C22.2; Canadian AFCI according to T.I.L. M-07		
Grid Connection Standards	IEEE 1547-2018, Rule 21, Rule 14 (HI)		
Emissions	FCC Part 15 Class A		
INSTALLATION SPECIFICATIONS			
AC Output Conduit size /AWG range	¾" or 1" / 6 - 10 AWG		
DC Input Conduit size / AWG range	¾" or 1" / 6 - 12 AWG		
Number of DC inputs pairs	4		
Dimensions with Safety Switch (H x W x D)	31.8 x 12.5 x 11.8 / 808 x 317 x 300		in / mm
Weight with Safety Switch	78.2 / 35.5		lb / kg
Cooling	Fans (user replaceable)		
Noise	< 62		dBA
Operating Temperature Range	-40 to +140 / -40 to +60[5]		°F / °C
Protection Rating	NEMA 3R		
Mounting	Bracket provided		

(1) For 277/480V inverters refer to the Three Phase Inverters for the 277/480V Grid for North America datasheet.
(2) For other regional settings please contact SolarEdge support
(3) Where permitted by local regulations
(4) For information about enabling VAR at Night refer to the Set Volt-Ampere Reactive at Night application note
(5) For power derating information refer to the Temperature Derating technical note for North America

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CE

Commercial Power Optimizer

USA Domestic Content Eligible

C651U



POWER OPTIMIZER

Made in the USA from imported parts

SolarEdge's USA-manufactured offering for C&I projects, for power optimization at the module level

- **Eligible for Domestic Content***
  - SolarEdge USA-manufactured power optimizers, when paired with certain SolarEdge USA-manufactured inverters, are intended to be eligible for the enhanced federal income tax credit for domestic content
- **Higher Energy Yields**
  - Generates maximum power from each PV module
  - High efficiency (99.5%)
  - Supports high power and bifacial PV modules, including G12 modules
- **Enhanced Monitoring and Visibility**
  - Maximum system visibility up to the individual module level
  - Pinpointed fault detection and remote troubleshooting
- **Maximum Protection with Built-in Safety**
  - Designed to automatically reduce high DC voltage to touch-safe levels, upon grid/inverter shutdown, with SafeDC™
  - Includes SolarEdge Sense Connect, designed to prevent arcs by monitoring Power Optimizer connectors for overheating
  - Certified to Photovoltaic Rapid Shutdown, according to NEC 2014 – 2023

* For more information, refer to the last page of this document

/ Power Optimizer

USA Domestic Content Eligible for North America

C651U

Power Optimizer Model	C651U	
INPUT		
Rated Input DC Power[1]	650	W
Absolute Maximum Input Voltage (Voc)	80	Vdc
MPPT Operating Range	12.5 – 80	Vdc
Maximum Short Circuit Current (Isc) of Connected PV Module[2]	20	Adc
Maximum Adjusted Short Circuit Current (with Safety Factor)[3]	25	Adc
Maximum Efficiency	99.5	%
Weighted Efficiency	98.8	%
Overvoltage Category	II	
OUTPUT DURING OPERATION		
Maximum Output Power	650	Wdc
Maximum Output Current	24	Adc
Maximum Output Voltage	60	Vdc
SAFETY FEATURES		
SafeDC™	Yes	
Safety Output Voltage per Power Optimizer	0.5 ± 0.075	Vdc
Sense Connect	Yes	
Photovoltaic Rapid Shutdown System	Yes, NEC 2014 – 2023	
STANDARD COMPLIANCE		
EMC	FCC Part 15, IEC 61000-6-2; IEC 61000-6-3	
Safety	IEC62109-1 (class II safety); UL 1741; UL 3741; CSA C22.2#107.1	
Material	UL94 V-0, UV Resistant	
RoHS	Yes	
Fire Safety	VDE-AR-E 2100-712:2013-05	
INSTALLATION SPECIFICATIONS		
Compatible SolarEdge Inverters[4]	Commercial Three Phase Inverters with one of the following part number structures: xSE-SIN-USxxIxxxx SE-DBL-USxxIxxxx SE-TRI-USxxIxxxx	
Maximum Allowed System Voltage	1000	Vdc
Dimensions (W x L x H)	128 x 155 x 52 / 5.03 x 6.10 x 2.05	mm / in
Weight	1080 / 2.38	gr / lb
Input Connector	MC4[5]	
Input Wire Length	(+) 1.4, (-) 1.4 / (+) 4.59, (-) 4.59[6]	m / ft
Output Connector	MC4	
Output Wire Length	(+) 3.0 (-) 0.10 / (+) 9.84, (-) 0.32	m / ft
Operating Temperature Range[7]	-40 to +85 / -40 to +185	°C / °F
Protection Rating	IP68 / NEMA6P	
Relative Humidity	0 – 100	%

(1) Modules with a front side maximum power of up to 715W at STC are allowed. Up to +5% power tolerance is allowed
(2) When using bifacial modules, consider only the front side Isc at STC (0% back side gain). For details, see here
(3) Adjusted for ambient temperature, irradiance, bifacial gain, safety factor, and so on, in accordance with NEC and CSA
(4) For detailed inverter compatibility information, see here
(5) For other connector types please contact SolarEdge
(6) The Sense Connect feature is only enabled on the output wire connectors. For details, see here
(7) For ambient temperatures above +65°C / +149°F, power derating is applied. For details, see here

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RoHS

Intertek

/ Power Optimizer

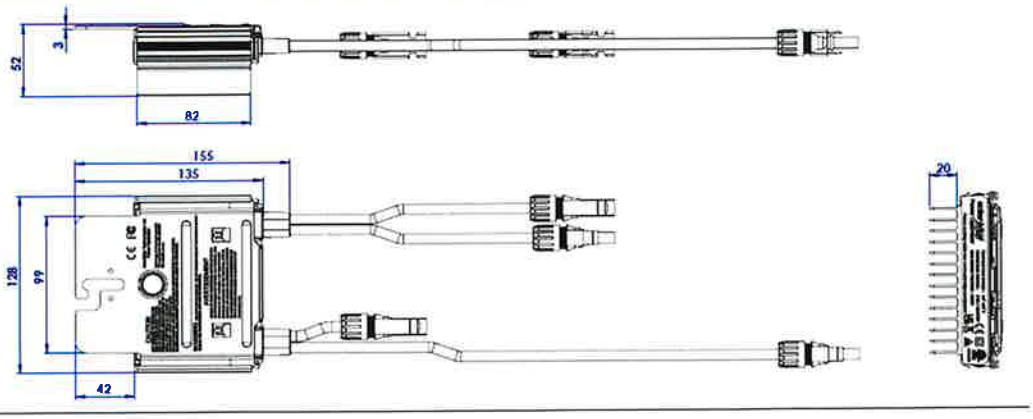
USA Domestic Content Eligible for North America

C651U

PV System Design Using a SolarEdge Inverter[8]		208V Grid SE10K	208V Grid SE17.3K*	277/480V Grid SE30K, SE33.3K*	277/480V Grid SE40K*	
Compatible Power Optimizers		C651U				
Minimum String Length	Power Optimizers	13	13	18	18	
	PV Modules	13	13	18	18	
Maximum String Length	Power Optimizers	57	57	57	57	
	PV Modules	57	57	57	57	
Maximum Continuous Power per String		10,000	9600	20,400	20,400	W
Maximum Allowed Connected Power per String[9]		1 string or more – 15,000	1 string – 11,400 2 strings or more – 15,600	1 string – 22,650 2 strings or more – 30,400	1 string – 22,650 2 strings or more – 30,400	W
Parallel Strings of Different Lengths or Orientations		Yes				
Maximum Difference in Number of Power Optimizers Allowed Between the Shortest and Longest String Connected to the Same Inverter Unit		5 Power Optimizers				

*The same rules apply for Synergy units of equivalent power ratings, that are part of the modular Synergy Technology inverter.
(8) C651U cannot be mixed with any other Power Optimizer models in the same string
(9) To connect more STC power per string, design your project using SolarEdge Designer

C651U Mechanical Drawing



Eligibility for Domestic Content

As it relates to the domestic content rules, the U.S. Department of Treasury and the IRS have not yet issued proposed or final regulations. Rather, the IRS has issued three notices - Notice 2023-38, Notice 2024-41 and Notice 2025-08. These notices provide guidance regarding the domestic content rules. SolarEdge products referenced herein are manufactured with the intent to be eligible for inclusion under the elective safe harbor table in calculating the Domestic Cost Percentage under the **"Rooftop (MLPE)"** category (under IRS **Notices 2024-41 and 2025-08, depending on the PN used – see chart below**). Eligibility is subject to the installation of qualified USA-Manufactured inverters and Power Optimizers (C651U) in the same project. SolarEdge does not provide tax and/or legal advice. You should consult with your own legal and/or tax advisor(s) regarding the eligibility of your project for the ITC or PTC, including the 10% Domestic Content bonus, to determine how the applicable rules apply to your project. The forward-looking statements in this document are accurate as of the date herein and are subject to change. For more information, please contact your local SolarEdge sales representative.

PN	Domestically produced MPCs per notice 2024-41*	Domestically produced MPCs per notice 2025-08*
USE-SIN-USR0IBNS**6**, when paired with C651U	Printed Circuit Board Assemblies, Electrical Parts, Enclosure (35.6%)	Printed Circuit Board Assemblies (DC-DC) and (AC-AC), Enclosure, Production (24.8%)
USESUK-USR0INNN**6**, when paired with C651U	Printed Circuit Board Assemblies, Electrical Parts, Enclosure (35.6%)	Printed Circuit Board Assemblies (DC-DC) and (AC-AC), Enclosure, Production (24.8%)
USE-SIN-USR0IBNS**8**, when paired with C651U	Printed Circuit Board Assemblies, Electrical Parts, Enclosure (17.6%)	Printed Circuit Board Assemblies (DC-DC) and (AC-AC), Enclosure, Production (24.8%)
USESUK-USR0INNN**8**, when paired with C651U	Printed Circuit Board Assemblies, Electrical Parts, Enclosure (17.6%)	Printed Circuit Board Assemblies (DC-DC) and (AC-AC), Enclosure, Production (24.8%)

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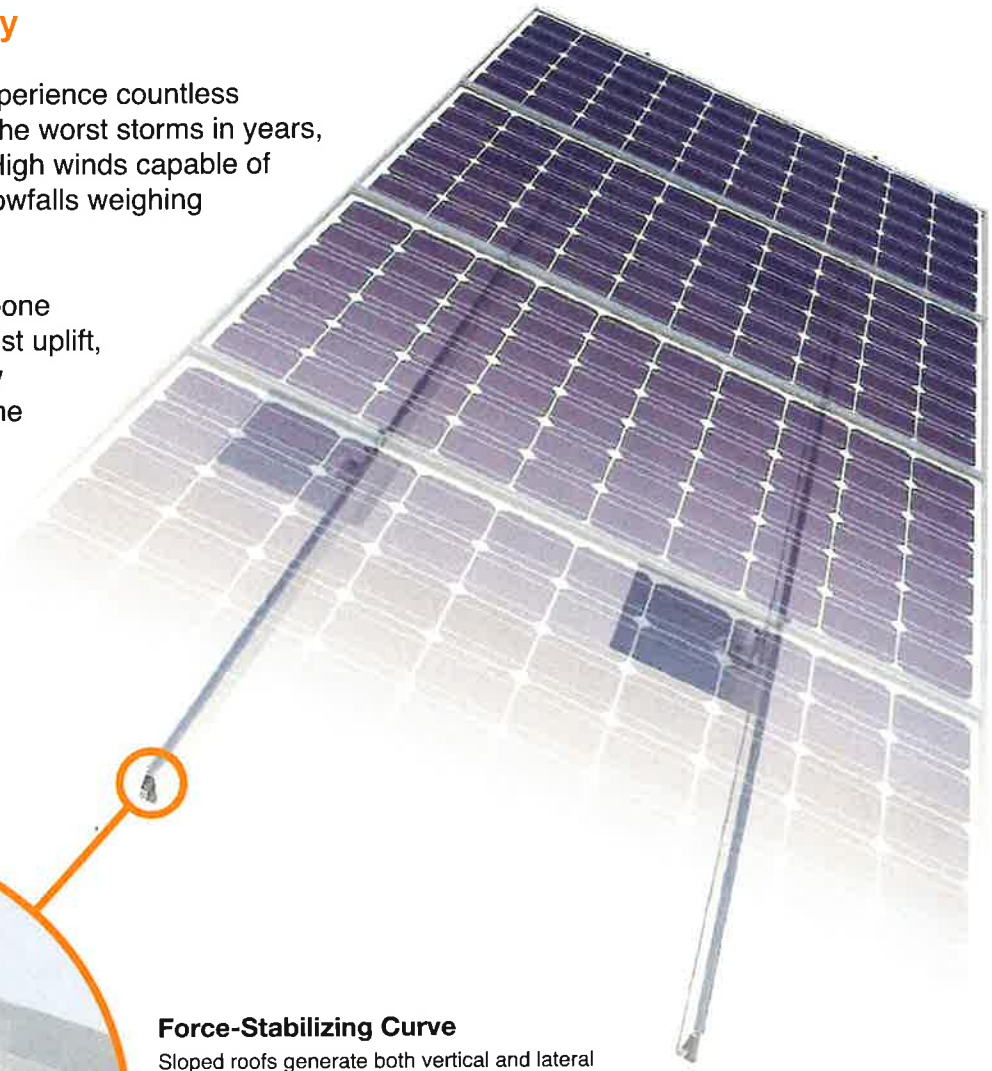
RoHS

Intertek

Solar Is Not Always Sunny

Over their lifetime, solar panels experience countless extreme weather events. Not just the worst storms in years, but the worst storms in 40 years. High winds capable of ripping panels from a roof, and snowfalls weighing enough to buckle a panel frame.

XR Rails® are the structural backbone preventing these results. They resist uplift, protect against buckling and safely and efficiently transfer loads into the building structure. Their superior spanning capability requires fewer roof attachments, reducing the number of roof penetrations and the amount of installation time.





Force-Stabilizing Curve

Sloped roofs generate both vertical and lateral forces on mounting rails which can cause them to bend and twist. The curved shape of XR Rails® is specially designed to increase strength in both directions while resisting the twisting. This unique feature ensures greater security during extreme weather and a longer system lifetime.

Compatible with Flat & Pitched Roofs

XR Rails® are compatible with FlashFoot® and other pitched roof attachments.

IronRidge® offers a range of tilt leg options for flat roof mounting applications.

6000-Series Aluminum

All XR Rails® are made of 6000-series aluminum alloy, with anodized options. Anodizing prevents corrosion, while also providing a more attractive appearance. Available in mill and black-anodized finish.



XR Rail® Family

The XR Rail® Family offers the strength of a curved rail in three targeted sizes. Each size supports specific design loads, while minimizing material costs. Depending on your location, there is an XR Rail® to match.



XR10

XR10 is a sleek, low-profile mounting rail, designed for regions with light or no snow. It achieves spans up to 6 feet, while remaining light and economical.

- 6' spanning capability
- Moderate load capability
- Mill & black-anodized finish
- Internal splices available



XR100

XR100 is a residential and commercial mounting rail. It supports a range of wind and snow conditions, while also maximizing spans up to 10 feet.

- 10' spanning capability
- Heavy load capability
- Mill & black-anodized finish
- Internal splices available



XR1000

XR1000 is a heavyweight among solar mounting rails. It's built to handle extreme climates and spans up to 12 feet for commercial applications.

- 12' spanning capability
- Extreme load capability
- Mill, non-anodized finish
- Internal splices available

Rail Selection

The table below was prepared in compliance with applicable engineering codes and standards.* Values are based on the following criteria: ASCE 7-16, Gable Roof Flush Mount, Roof Zones 1 & 2e, Exposure B, Roof Slope of 8 to 20 degrees and Mean Building Height of 30 ft. Visit IronRidge.com for detailed certification letters.

Load		Rail Span					
Snow (PSF)	Wind (MPH)	4'	5' 4"	6'	8'	10'	12'
None	90	XR10		XR100		XR1000	
	120						
	140						
	160						
20	90						
	120						
	140						
	160						
30	90						
	160						
40	90						
	160						
80	160						
120	160						

*Table is meant to be a simplified span chart for conveying general rail capabilities. Use approved certification letters for actual design guidance.

S-5!®

The Right Way

S-5-U and S-5-U Mini

S-5-U™ Clamp

The S-5-U clamp is by far our most popular and most versatile clamp. It fits about 85% of the standing seam profiles manufactured in North America—including most structural and architectural profiles. It can be used on vertically oriented seams and, by rotating the clamp 90 degrees, it can also be used on most horizontal 2" seam profiles.

Its simple design, generous dimensioning, and multiple hole orientations are what make the S-5-U clamp so versatile for use with the S-5!® snow retention products, such as ColorGard®, as well as with other heavy-duty applications.

Installation is as simple as setting the specially patented round-point setscrews into the clamp, placing the clamp on the seam, and tightening them to the specified tension. Then, affix ancillary items using the bolt provided with the product. Go to www.S-5.com/tools for information and tools available for properly attaching and tensioning S-5! clamps.



S-5-U Mini Clamp

The S-5-U Mini is a bit shorter than the S-5-U and has one setscrew rather than two. The mini is the choice for attaching all kinds of rooftop accessories: signs, walkways, satellite dishes, antennas, rooftop lighting, lightning protection systems, solar arrays, exhaust stack bracing, conduit, condensate lines, mechanical equipment—just about anything!*

*S-5! mini clamps are not compatible with, and should not be used with S-5! SnoRail™/SnoFence™ or ColorGard® snow retention systems.

The S-5-U clamp is our most popular and versatile clamp, fitting about 85% of the standing seam profiles in North America.

The Right Way!® to attach almost anything to metal roofs!

888-825-3432 | www.S-5.com |

Made in U

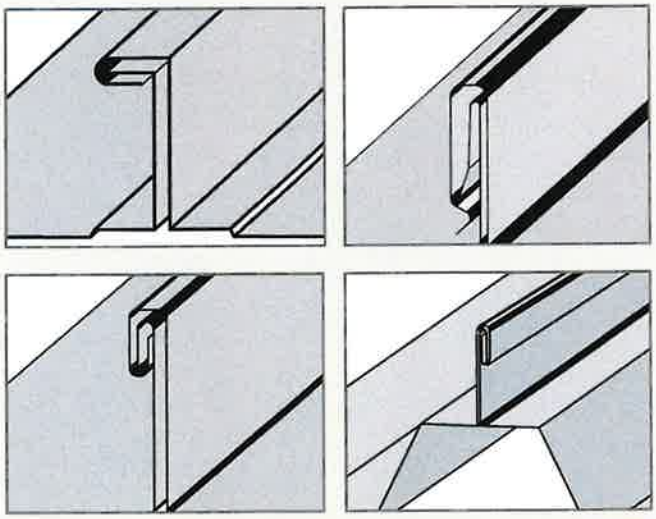
S-5!®
The Right Way

The strength of the S-5-U clamp is in its simple design. The patented setscrews will slightly dimple the metal seam material but not pierce it—leaving the roof manufacturer's warranty intact.

The **S-5-U and S-5-U Mini clamps** are each furnished with the hardware shown to the right. Each box also includes a bit tip for tightening setscrews using an electric screw gun. A structural aluminum attachment clamp, the S-5-U is compatible with most common metal roofing materials excluding copper. All included hardware is stainless steel. Please visit **www.S-5.com** for more information including CAD details, metallurgical compatibilities and specifications.

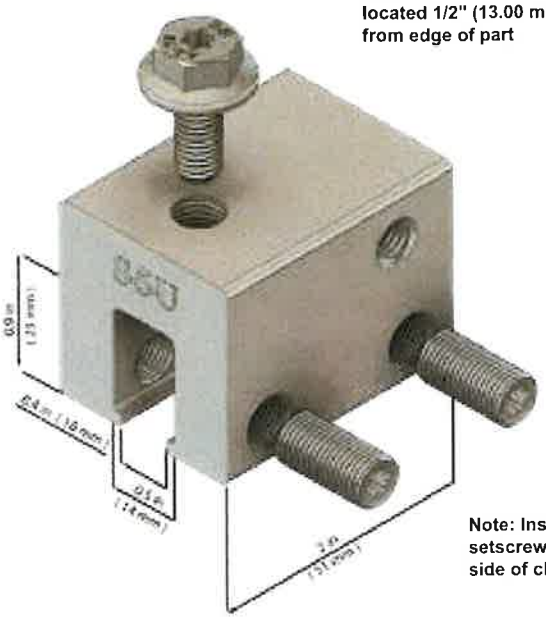
The S-5-U clamp has been tested for load-to-failure results on most major brands and profiles of standing seam roofing. The independent lab test data found at www.S-5.com can be used for load-critical designs and applications. S-5!® holding strength is unmatched in the industry.

Example Profiles

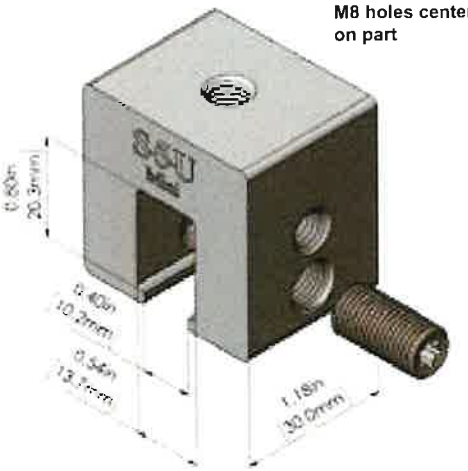


For horizontal seams under 0.65", do not use this clamp. Visit www.S-5.com for more detailed information and proper clamp usage.

S-5-U™ Clamp



S-5-U Mini Clamp



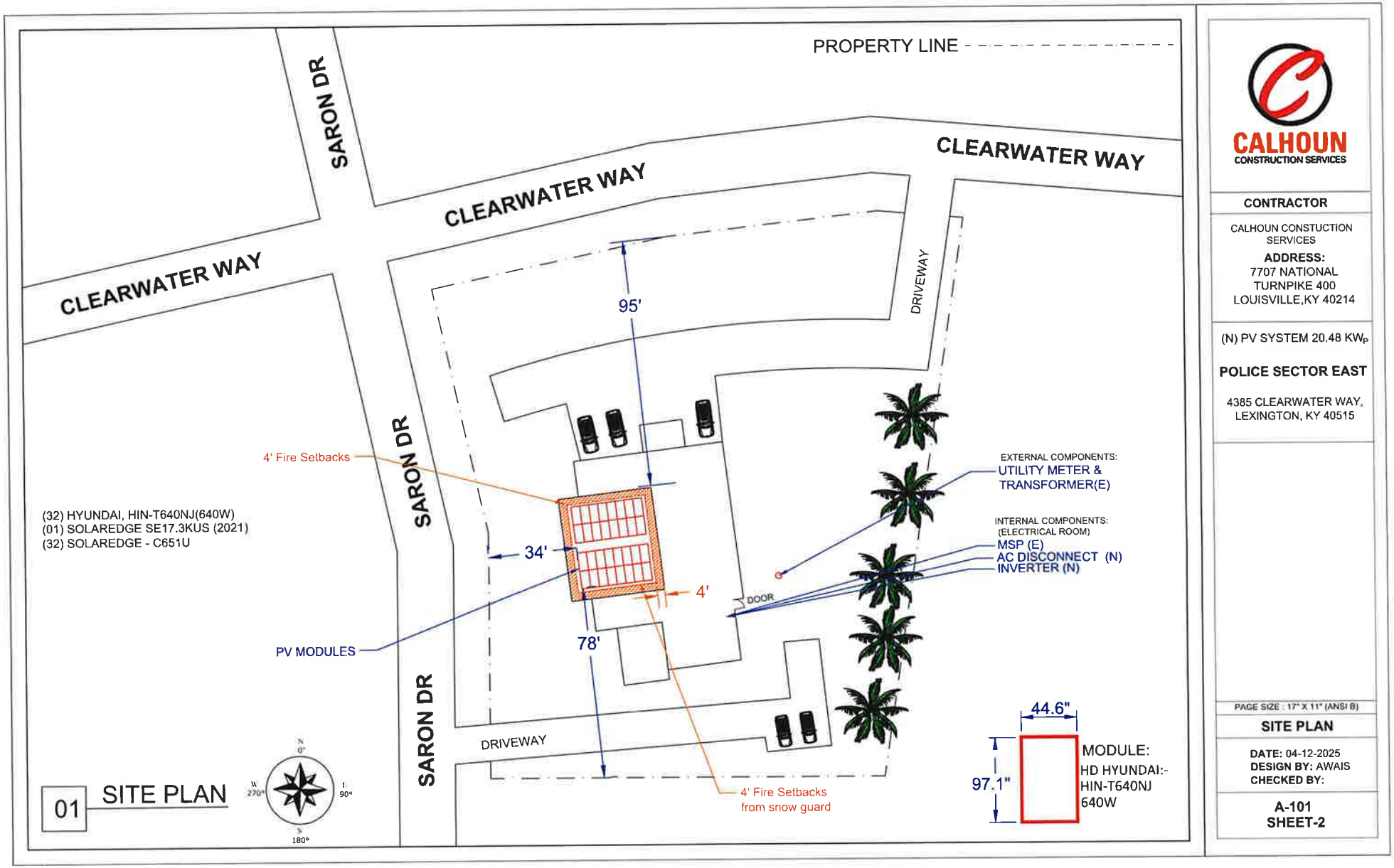
Please note: All measurements are rounded to the second decimal place.

S-5!® Warning! Please use this product responsibly!

Products are protected by multiple U.S. and foreign patents. Visit the website at www.S-5.com for complete information on patents and trademarks. For maximum holding strength, setscrews should be tensioned and re-tensioned as the seam material compresses. Clamp setscrew tension should be verified using a calibrated torque wrench between 160 and 180 inch pounds when used on 22ga steel, and between 130 and 150 inch pounds for all other metals and thinner gauges of steel. Consult the S-5! website at www.S-5.com for published data regarding holding strength.

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S-5! aggressively protects its patents, trademarks, and copyrights. Version 102925.

Distributed by



01 SITE PLAN

CALHOUN
CONSTRUCTION SERVICES

CONTRACTOR

CALHOUN CONSTUCTION SERVICES

ADDRESS:
7707 NATIONAL TURNPIKE 400
LOUISVILLE,KY 40214

(N) PV SYSTEM 20.48 KW_P

POLICE SECTOR EAST

4385 CLEARWATER WAY,
LEXINGTON, KY 40515

PAGE SIZE : 17" X 11" (ANSI B)

SITE PLAN

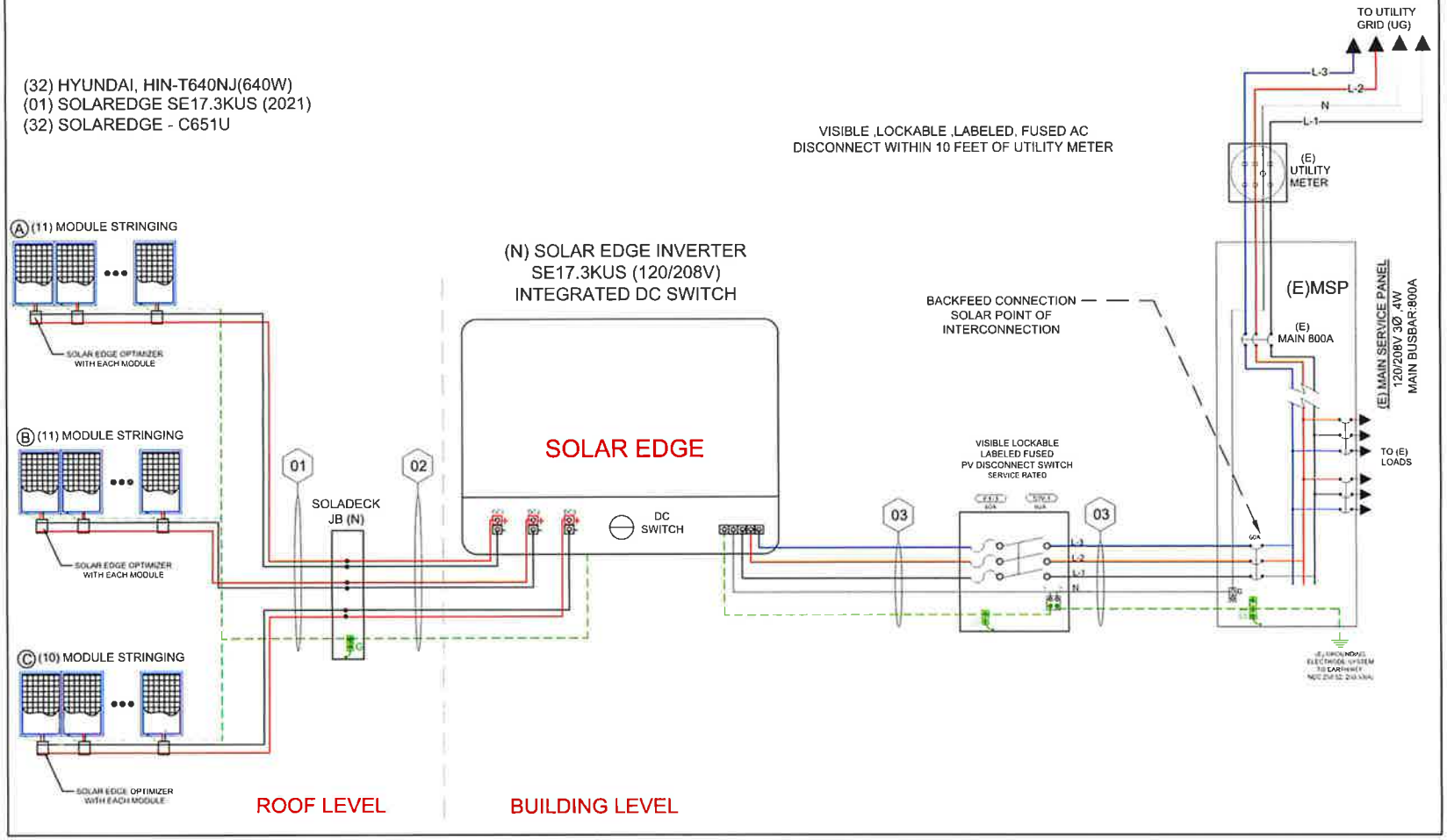
DATE: 04-12-2025
DESIGN BY: AWAIS
CHECKED BY:

A-101
SHEET-2

CONDUCTOR & CONDUIT SCHEDULE W/ELECTRICAL CALCULATIONS

ID	CONDUCTOR	CONDUIT (EMT/FMT/PVC/RMC)	CURRENT CARRYING CONDUCTORS IN CONDUIT + EGC	OCPD	EGC	CONT. CURRENT	MAX CURRENT (125%)	Term.Temp Rating	AMP @ TERMINAL
01	10AWG THWN-2,COPPER	3/4" DIA	6 + 1	N/A	6AWG BARE COPPER	20.0A	25.0A	75°C	35A
02	10AWG THWN-2,COPPER	3/4" DIA	6 + 1	N/A	06AWG THWN-2,COPPER	20.0A	25.0A	75°C	35A
03	06AWG THWN-2,COPPER	1" DIA	4 + 1	60A	06AWG THWN-2,COPPER	48.25A	60.31A	75°C	65A

(32) HYUNDAI, HIN-T640NJ(640W)
(01) SOLAREDGE SE17.3KUS (2021)
(32) SOLAREDGE - C651U



CALHOUN
CONSTRUCTION SERVICES

CONTRACTOR

CALHOUN CONSTUCTION SERVICES
ADDRESS:
7707 NATIONAL TURNPIKE 400
LOUISVILLE,KY 40214

(N) PV SYSTEM 20.48 KW_P

POLICE SECTOR EAST

4385 CLEARWATER WAY,
LEXINGTON, KY 40515

PAGE SIZE : 17" X 11" (ANSI B)

3-LINE DIAGRAM

DATE: 04-12-2025
DESIGN BY: AWAIS
CHECKED BY:

E-601
SHEET-5

20.48kW system Police Sector East, 4385 Clearwater Way, Lexington, KY 40515

Report

Project Name	Police Sector East
Project Description	RFP #44-2025 20kW to 25kW system
Project Address	4385 Clearwater Way, Lexington, KY 40515
Prepared By	John Mason energy@calhounconstructs.com

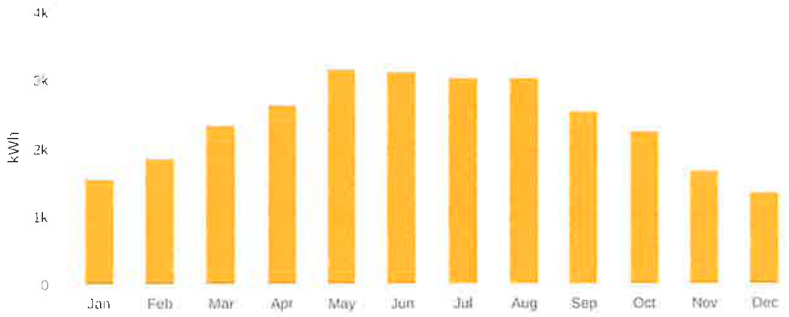
System Metrics

Design	20.48kW system
Module DC Nameplate	20.48 kW
Inverter AC Nameplate	17.30 kW Load Ratio: 1.18
Annual Production	28.48 MWh
Performance Ratio	84.1%
kWh/kWp	1,390.6
Weather Dataset	TMY, 10km Grid (37.95,-84.45), NREL (prospector)
Simulator Version	3c26a40702-7724d14199-feddbcf51a-f480ce9d0f

Project Location

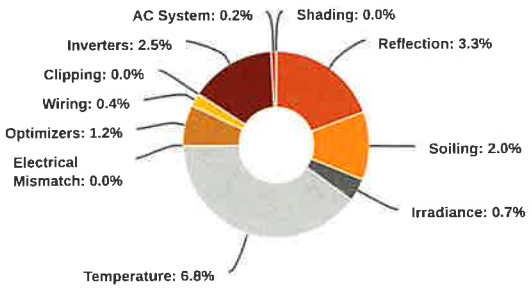


Monthly Production



Month	GHI (kWh/m²)	POA (kWh/m²)	Shaded (kWh/m²)	Nameplate (kWh)	Grid (kWh)
January	63.4	83.6	83.6	1,610.6	1,541.6
February	82.3	102.1	102.0	1,972.1	1,857.9
March	116.3	131.9	131.9	2,560.8	2,332.1
April	143.8	153.2	153.2	2,983.5	2,632.0
May	183.5	187.3	187.3	3,645.5	3,168.4
June	187.5	185.9	185.9	3,616.9	3,115.7
July	181.0	181.6	181.6	3,531.7	3,033.4
August	173.1	182.0	182.0	3,545.6	3,030.6
September	134.3	150.2	150.2	2,922.8	2,533.0
October	107.5	129.6	129.6	2,516.1	2,236.1
November	71.4	92.4	92.3	1,784.5	1,658.4
December	54.4	73.0	73.0	1,404.1	1,339.5

Sources of System Loss



Annual Production

	Description	Output	% Delta
Irradiance (kWh/m²)	Annual Global Horizontal Irradiance	1,498.3	
	POA Irradiance	1,652.8	10.3%
	Shaded Irradiance	1,652.6	0.0%
	Irradiance after Reflection	1,598.7	-3.3%
	Irradiance after Soiling	1,566.7	-2.0%
	Total Collector Irradiance	**1,566.7**	**0.0%**
Energy (kWh)	Nameplate	32,094.3	
	Output at Irradiance Levels	31,878.0	-0.7%
	Output at Cell Temperature Derate	29,724.8	-6.8%
	Output after Electrical Mismatch	29,724.8	0.0%
	Optimizer Output	29,367.9	-1.2%
	Optimal DC Output	29,258.4	-0.4%
	Constrained DC Output	29,254.3	0.0%
	Inverter Output	28,522.9	-2.5%
	Energy to Grid	**28,478.7**	**-0.2%**
Temperature Metrics			
	Avg. Operating Ambient Temp		15.0 °C
	Avg. Operating Cell Temp		31.8 °C
Simulation Metrics			
	Operating Hours		4668
	Solved Hours		4668

Condition Set

Description	Condition Set 1
Weather Dataset	TMY, 10km Grid (37.95,-84.45), NREL (prospector)
Solar Angle Location	Meteo Lat/Lng
Transposition Model	Perez Model
Temperature Model	Sandia Model

Temperature Model Parameters

Rack Type	a	b	Temperature Delta
Fixed Tilt	-3.56	-0.075	3°C
Flush Mount	-2.81	-0.0455	0°C
East-West	-3.56	-0.075	3°C
Carport	-3.56	-0.075	3°C

Soiling (%)

J	F	M	A	M	J	J	A	S	O	N	D
2	2	2	2	2	2	2	2	2	2	2	2

Albedo

J	F	M	A	M	J	J	A	S	O	N	D
0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20

Rear Mismatch Loss	5%	Rear Shading Factor	5%
Module Transparency	25%		
Irradiation Variance	5%		
Cell Temperature Spread	4° C		
Module Binning Range	-2.5% to 2.5%		
AC System Derate	0.50%		

Module & Component Characterizations

Type	Component	Characterization	Bifacial
Module	HiN-T640NJ (Hyundai)	Spec Sheet Characterization, PAN	True
Inverter	SE17.3KUS (2021) (SolarEdge)	Spec Sheet	N/A
Buck Boost Optimizer	C651U (for NA use only) (SolarEdge)	Mfg Spec Sheet	N/A

Components

Component	Name	Count
Inverters	SE17.3KUS (2021) (SolarEdge)	1 (17.30 kW)
AC Home Runs	6 AWG (Aluminum)	1 (39.2 ft)
Strings	10 AWG (Copper)	3 (522.2 ft)
Optimizers	C651U (for NA use only) (SolarEdge)	32 (20.80 kW)
Module	Hyundai, HiN-T640NJ (640W)	32 (20.48 kW)

Wiring Zones

Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	-	9-13	Along Racking

Field Segments

Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 1	Flush Mount	Portrait (Vertical)	18.4°	155.5°	2.0 ft	2x2	32	32	20.48 kW

Detailed Layout2



CALHOUN
RENEWABLE ENERGY



LFUCG Police Station - 20.48kW DC

LFUCG Police Station	4385 Clearwater Way - Lexington KY 40515	(859) 425-2879 jbush@lexingtonky.gov

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1 SOLAR LAYOUT



Prepared By: Dylan Jarrell
P: (812) 570-8596, **E:** energy@calhounconstructs.com

2 PROJECT SUMMARY

Payment Options	Cash Purchase w/ O&M
Total Payments	$54,067
Total Incentives	$16,220
Net Payments	$37,847
Payback Period	12.0 Years
IRR (20 Year)	6.0%
NPV (20 Year)	$3,848

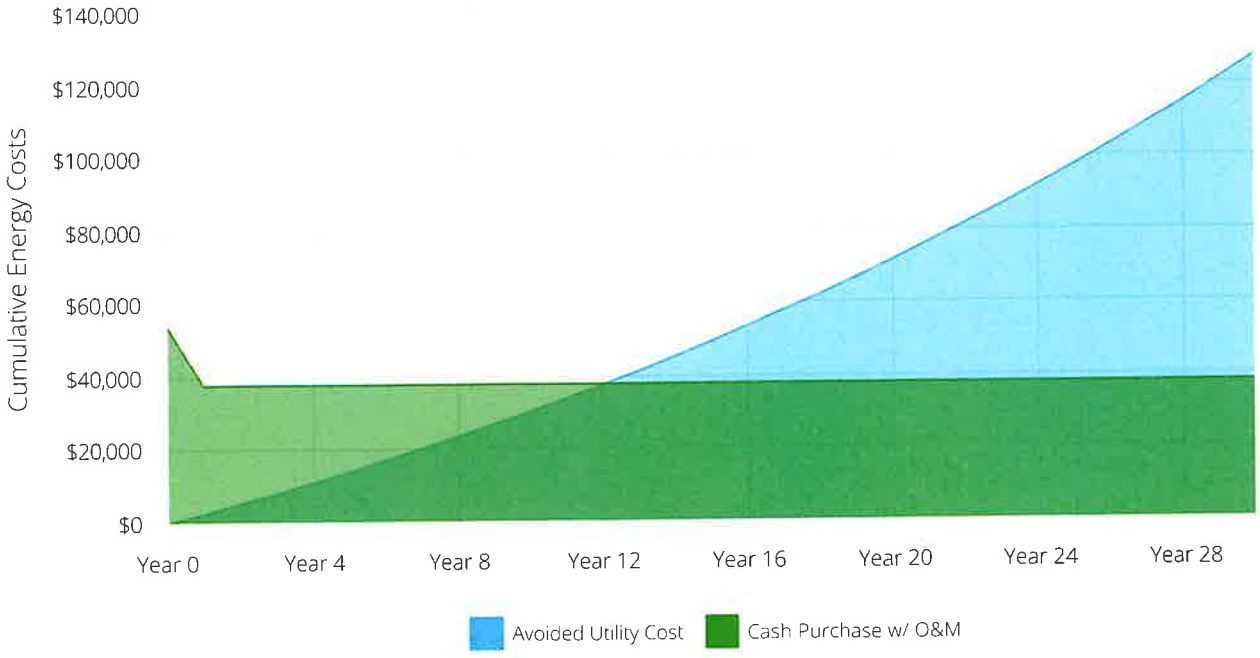
COMBINED SOLAR PV RATING

Power Rating: 20,480 W-DC
Power Rating: 18,992 W-AC-CEC

COMBINED ESS RATINGS

Energy Capacity: 0.0 kWh
Power Rating: 0.0 kW

CUMULATIVE ENERGY COSTS BY PAYMENT OPTION



3.1.1 PV SYSTEM DETAILS

GENERAL INFORMATION

Facility: Main Meter
Address: 4385 Clearwater Way Lexington KY 40515

SOLAR PV EQUIPMENT DESCRIPTION

Solar Panels: (32) Hyundai HiN-T640NJ
Inverters: (1) SolarEdge SE17.3KUS (2021)

SOLAR PV EQUIPMENT TYPICAL LIFESPAN

Solar Panels: Greater than 30 Years
Inverters: 20 Years

Solar PV System Cost and Incentives

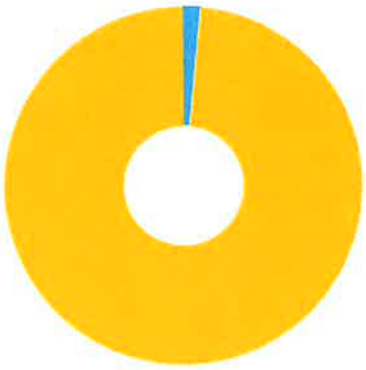
Solar PV System Cost	$54,067
Direct pay - 30% ITC	-$16,220
Net Solar PV System Cost	**$37,847**

SOLAR PV SYSTEM RATING

Power Rating: 20,480 W-DC
Power Rating: 18,992 W-AC-CEC

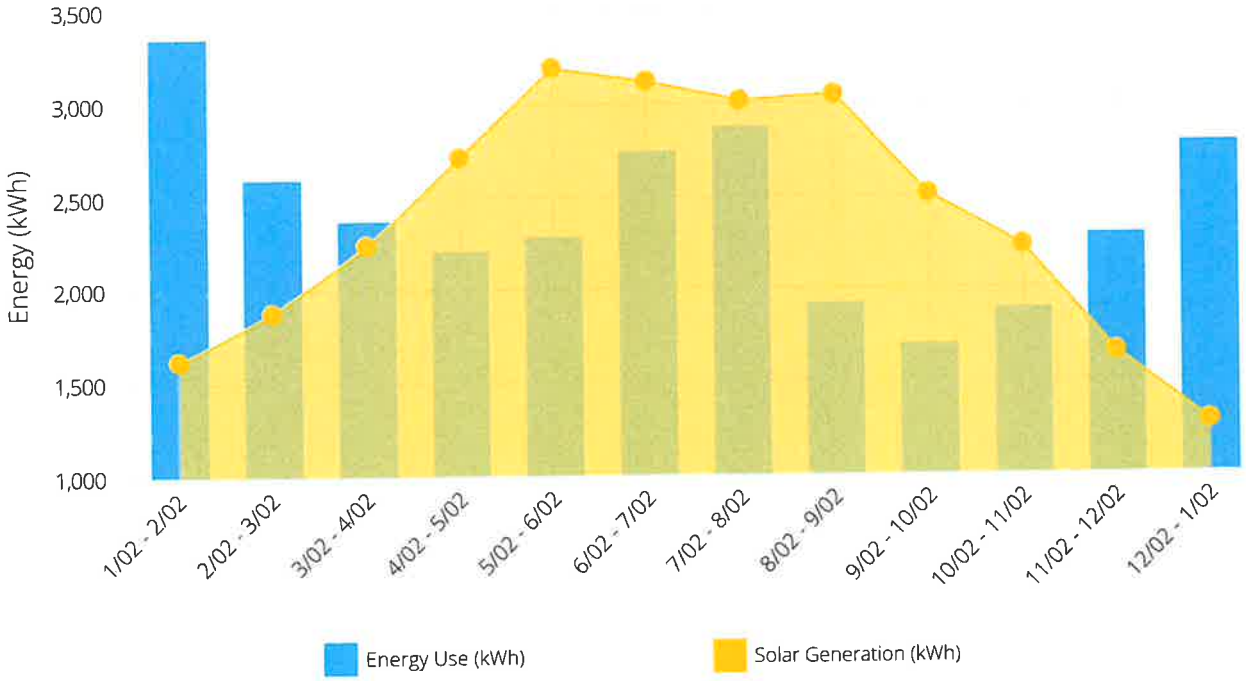
ENERGY CONSUMPTION MIX

Annual Energy Use: 28,952 kWh



Utility	473 kWh (1.63%)
Solar PV	28,479 kWh (98.37%)

MONTHLY ENERGY USE VS SOLAR GENERATION



3.1.2 REBATES & INCENTIVES

This section summarizes all incentives available for this project. The actual rebate and incentive amounts for this project are shown in each example.

Direct Pay, Investment Tax Credit (ITC) - 30%

Entities that qualify for direct pay are eligible to receive a 30% direct payment, assuming they meet the established prevailing wage and apprenticeship requirements in order to qualify for the full 30% "increased rate", rather than a 6% "base rate".
Direct pay is only available for entities, including: an entity exempt from the tax, any State government (or political subdivision thereof), the Tennessee Valley Authority, an Indian tribal government, an Alaska Native Corporation, any corporation operating on a cooperative basis which is engaged in furnishing electric energy to persons in rural areas.

Total Incentive Value: $16,220

3.1.3 UTILITY RATES

The table below shows the rates associated with your current utility rate schedule (GS). Your estimated electric bills after solar are shown on the following page.

Customer Charges				Energy Charges			
Season	Charge Type	Rate Type	GS	Season	Charge Type	Rate Type	GS
S1	Flat Rate	per day	$2.16	S1	Flat Rate	Import	$0.12798

3.1.4 CURRENT ELECTRIC BILL

The table below shows your annual electricity costs based on the most current utility rates and your previous 12 months of electrical usage.

RATE SCHEDULE: KUC - GS

Time Periods	Energy Use (kWh)	Charges		
Bill Ranges & Seasons	Total	Other	Energy	Total
1/2/2025 - 2/2/2025 S1	3,351	$67	$429	$496
2/2/2025 - 3/2/2025 S1	2,589	$61	$331	$392
3/2/2025 - 4/2/2025 S1	2,365	$67	$303	$370
4/2/2025 - 5/2/2025 S1	2,204	$65	$282	$347
5/2/2025 - 6/2/2025 S1	2,285	$67	$292	$359
6/2/2025 - 7/2/2025 S1	2,745	$65	$351	$416
7/2/2025 - 8/2/2025 S1	2,869	$67	$367	$434
8/2/2025 - 9/2/2025 S1	1,916	$67	$245	$312
9/2/2025 - 10/2/2025 S1	1,695	$65	$217	$282
10/2/2025 - 11/2/2025 S1	1,883	$67	$241	$308
11/2/2024 - 12/2/2024 S1	2,279	$65	$292	$357
12/2/2024 - 1/2/2025 S1	2,771	$67	$355	$422
Total	28,952	$789	$3,705	$4,495

3.1.5 NEW ELECTRIC BILL

RATE SCHEDULE: KUC - GS

Time Periods	Energy Use (kWh)	Charges		
Bill Ranges & Seasons	Total	Other	Energy	Total
1/2/2025 - 2/2/2025 S1	1,732	$67	$265	$332
2/2/2025 - 3/2/2025 S1	710	$61	$153	$213
3/2/2025 - 4/2/2025 S1	125	$67	$96	$163
4/2/2025 - 5/2/2025 S1	-510	$65	$37	$102
5/2/2025 - 6/2/2025 S1	-904	$67	$5	$72
6/2/2025 - 7/2/2025 S1	-371	$65	$53	$118
7/2/2025 - 8/2/2025 S1	-143	$67	$74	$141
8/2/2025 - 9/2/2025 S1	-1,130	$67	$24	$43
9/2/2025 - 10/2/2025 S1	-811	$65	$4	$61
10/2/2025 - 11/2/2025 S1	-343	$67	$44	$111
11/2/2024 - 12/2/2024 S1	626	$65	$135	$200
12/2/2024 - 1/2/2025 S1	1,492	$67	$227	$294
Total	473	$789	$1,063	$1,852

ANNUAL ELECTRICITY SAVINGS: $2,643

4.1 Cash Purchase w/ O&M

Assumptions and Key Financial Metrics

Discount Rate	5.0%	Federal Tax Rate	0.0%	State Tax Rate	0.0%
Average Annual Utility Escalation	3.5%	PV Generation (kWh/kW-DC)	1,391 kWh/kW-DC	Average PV Degradation Rate	0.40%
Average ESS Degradation Rate	0.00%	O&M Cost per Watt DC	$0 /W-DC		

Years	Project Costs	Electric Bill Savings	Direct pay - 30% ITC	Total Cash Flow	Cumulative Cash Flow
Upfront	-$54,067	-	-	-$54,067	-$54,067
1	-	$2,643	$16,220	$18,863	-$35,204
2	-	$2,724	-	$2,724	-$32,480
3	-	$2,808	-	$2,808	-$29,672
4	-	$2,895	-	$2,895	-$26,777
5	-	$2,984	-	$2,984	-$23,793
6	-	$3,076	-	$3,076	-$20,717
7	-	$3,171	-	$3,171	-$17,546
8	-	$3,268	-	$3,268	-$14,278
9	-	$3,369	-	$3,369	-$10,910
10	-	$3,472	-	$3,472	-$7,438
11	-	$3,579	-	$3,579	-$3,859
12	-	$3,689	-	$3,689	-$170
13	-	$3,802	-	$3,802	$3,631
14	-	$3,918	-	$3,918	$7,549
15	-	$4,038	-	$4,038	$11,588
16	-	$4,162	-	$4,162	$15,749
17	-	$4,289	-	$4,289	$20,039
18	-	$4,420	-	$4,420	$24,459
19	-	$4,555	-	$4,555	$29,014
20	-	$4,694	-	$4,694	$33,709
21	-	$4,838	-	$4,838	$38,547
22	-	$4,985	-	$4,985	$43,532
23	-	$5,137	-	$5,137	$48,669
24	-	$5,294	-	$5,294	$53,963
25	-	$5,455	-	$5,455	$59,418
26	-	$5,621	-	$5,621	$65,039
27	-	$5,792	-	$5,792	$70,830
28	-	$5,968	-	$5,968	$76,798
29	-	$6,149	-	$6,149	$82,947
30	-	$6,335	-	$6,335	$89,282
Totals:	-$54,067	$127,129	$16,220	$89,282	-

5.1 Cash Purchase w/ O&M

Assumptions and Key Financial Metrics

Discount Rate	5.0%	Federal Tax Rate	0.0%	State Tax Rate	0.0%
Average Annual Utility Escalation	3.5%	PV Generation (kWh/kW-DC)	1,391 kWh/kW-DC	Average PV Degradation Rate	0.40%
Average ESS Degradation Rate	0.00%	O&M Cost per Watt DC	$0 /W-DC		

Years	Upfront	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Cash															
Project Costs	-$54,067	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Electric Bill Savings	-	$2,643	$2,724	$2,808	$2,895	$2,984	$3,076	$3,171	$3,268	$3,369	$3,472	$3,579	$3,689	$3,802	$3,918
Direct pay - 30% ITC	-	$16,220	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash Total	-$54,067	$18,863	$2,724	$2,808	$2,895	$2,984	$3,076	$3,171	$3,268	$3,369	$3,472	$3,579	$3,689	$3,802	$3,918
Total Cash Flow	-$54,067	$18,863	$2,724	$2,808	$2,895	$2,984	$3,076	$3,171	$3,268	$3,369	$3,472	$3,579	$3,689	$3,802	$3,918
Cumulative Cash Flow	-$54,067	-$35,204	-$32,480	-$29,672	-$26,777	-$23,793	-$20,717	-$17,546	-$14,278	-$10,910	-$7,438	-$3,859	-$170	$3,631	$7,549

5.1 Cash Purchase w/ O&M

Assumptions and Key Financial Metrics

Discount Rate	5.0%	Federal Tax Rate	0.0%	State Tax Rate	0.0%
Average Annual Utility Escalation	3.5%	PV Generation (kWh/kW-DC)	1,391 kWh/kW-DC	Average PV Degradation Rate	0.40%
Average ESS Degradation Rate	0.00%	O&M Cost per Watt DC	$0 /W-DC		

Years	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
Cash															
Project Costs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Electric Bill Savings	$4,038	$4,162	$4,289	$4,420	$4,555	$4,694	$4,838	$4,985	$5,137	$5,294	$5,455	$5,621	$5,792	$5,968	$6,149
Direct pay - 30% ITC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash Total	$4,038	$4,162	$4,289	$4,420	$4,555	$4,694	$4,838	$4,985	$5,137	$5,294	$5,455	$5,621	$5,792	$5,968	$6,149
Total Cash Flow	$4,038	$4,162	$4,289	$4,420	$4,555	$4,694	$4,838	$4,985	$5,137	$5,294	$5,455	$5,621	$5,792	$5,968	$6,149
Cumulative Cash Flow	$11,588	$15,749	$20,039	$24,459	$29,014	$33,709	$38,547	$43,532	$48,669	$53,963	$59,418	$65,039	$70,830	$76,798	$82,947

5.1 Cash Purchase w/ O&M

Assumptions and Key Financial Metrics

Discount Rate	5.0%	Federal Tax Rate	0.0%	State Tax Rate	0.0%
Average Annual Utility Escalation	3.5%	PV Generation (kWh/kW-DC)	1,391 kWh/kW-DC	Average PV Degradation Rate	0.40%
Average ESS Degradation Rate	0.00%	O&M Cost per Watt DC	$0 /W-DC		

Years	30	Totals
Cash		
Project Costs	-	-$54,067
Electric Bill Savings	$6,335	$127,129
Direct pay - 30% ITC	-	$16,220
Cash Total	$6,335	$89,282
Total Cash Flow	$6,335	$89,282
Cumulative Cash Flow	$89,282	-

6 ADDITIONAL DETAILS

6.1 ASSUMPTIONS

- Non-prevailing wages, no Union hire/labor requirements, no special wage considerations
- The system will be designed for standard wind zone conditions
- No ADA requirements or provisions must be considered
- Pricing is based on direct path site-work
- Aluminum wires where applicable and acceptable per NEC
- Owner recognizes that changes to the design for convenience or aesthetic purposes which increase construction costs will be eligible for pricing adjustments and change order
- All work including interconnection can be accomplished according to standards set forth in current NEC
- Adequate space on site for storage of materials, employee restrooms and material deliveries needed to work
- PVC and EMT conduit where applicable and acceptable per NEC
- Direct burial where applicable and acceptable per NEC
- Standard seismic conditions exist at the installation location. Specially designed seismic work will be considered extra work
- Civil site plans provided by the Owner will be accurate in regards to underground hazards, obstructions, or utilities
- All electrical equipment meets current code standards or system requirements
- No drainage lines to be crossed by underground electric lines
- The work will be done in one phase with constant access to site during normal business hours
- All work is to be done on straight time during regular hours
- No major delays by rain. In case of major delays the schedule will be adjusted accordingly.
- The material will arrive onsite as to not delay the completion of the project. In case of delays the schedule will be adjusted accordingly.

6.2 EXCLUSIONS

- U.L. relisting and/or any necessary upgrades to pre-existing client or Utility-owned electrical equipment, if required
- Permit Fees and Utility Interconnection Fees, which are to be billed to customer at cost
- Roofing rehabilitation work, if required
- Materials and labor required to waterproof solar penetrations. (Any waterproofing work required to maintain the roof warranty must be performed by the roof warranty holder.)
- Structural reinforcement work, if required
- Caving or heaving soils, presence of cobbles or boulders, or impingement of high water table on foundation
- Modification to parking lots, driveways, etc., if applicable
- Permanent security system
  - Including but not limited to fences, gates, etc.
- Reports / Documentation
  - Environmental Impact
- Negative Declaration
- Storm Water Management
- Conditional Use
- Removal and trimming of trees and other vegetation

6.3 CLARIFICATIONS

- This presentation is for illustration and discussion purposes only. It is not intended to, nor should it be construed as, investment, tax, or legal advice. Individuals or entities considering this project are strongly encouraged to consult with their own financial advisor, legal counsel, and accountant to address any tax, legal, or related matters pertaining to this proposal.
- Certain information in this presentation has been provided by third-party sources. While it is believed to be reliable, it has not been independently verified, and its accuracy or completeness cannot be guaranteed. The projections provided herein are based on the assumptions described and were prepared to the best of our actual knowledge. However, no assurances can be given that these assumptions will prove accurate over time. Actual results may differ materially from these projections, and there can be significant variations between hypothetical outcomes and the actual results achieved.
- The information presented herein is subject to change without notice. Any projections, forecasts, or estimates are based on current data and assumptions, which may evolve over time due to market conditions, regulatory changes, technological advancements, or other unforeseen factors.

7 ENVIRONMENTAL BENEFITS



OVER THE NEXT 20 YEARS, YOUR SYSTEM WILL DO MORE THAN JUST SAVE YOU MONEY. ACCORDING TO THE EPA'S GREENHOUSE GAS EQUIVALENCIES CALCULATOR (SOURCE), YOUR SOLAR PV SYSTEM WILL HAVE THE IMPACT OF REDUCING:



446

tons of CO2 Offset



1,014,469

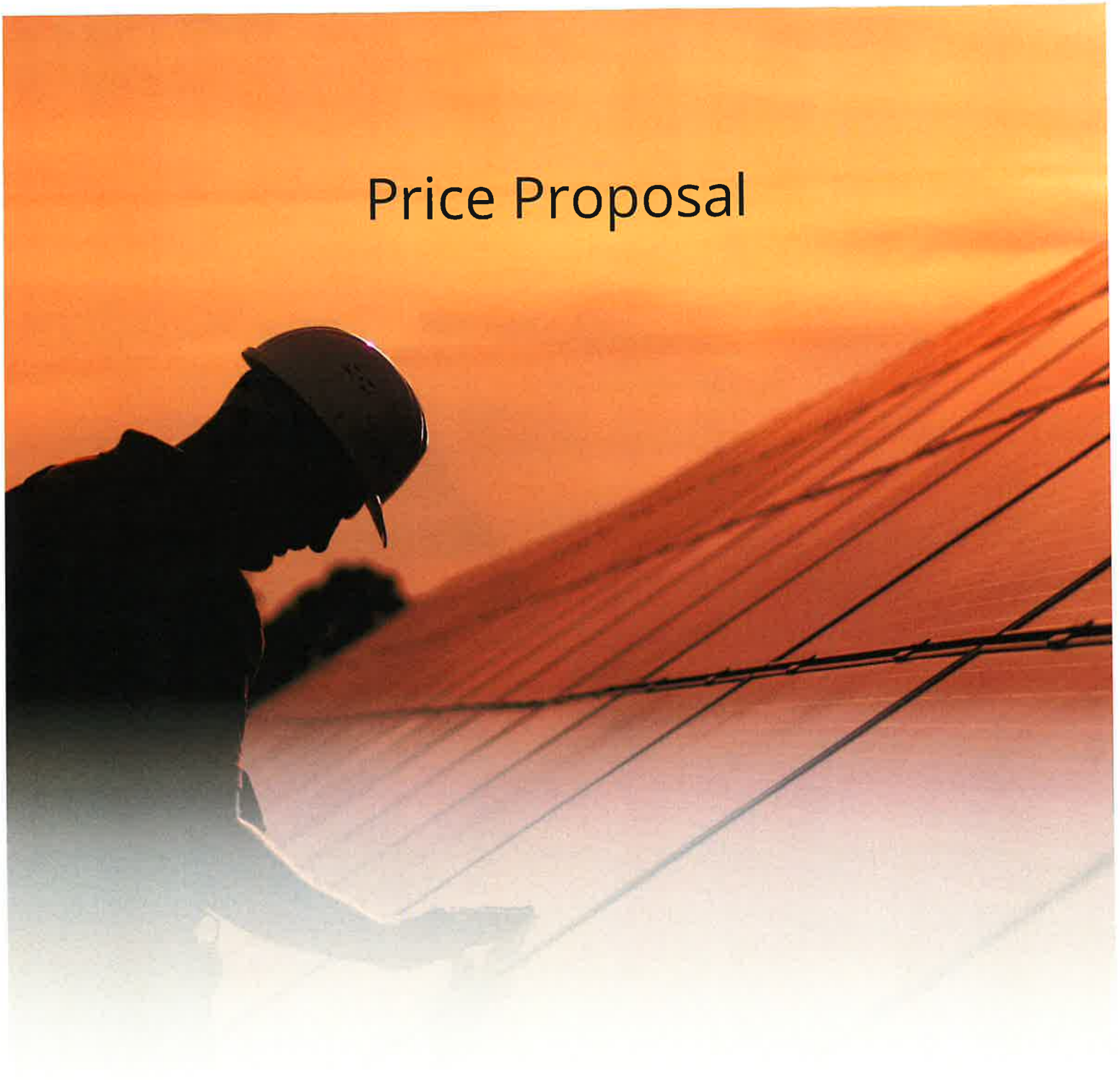
Miles Driven By Cars



6,693

Trees Planted

Price Proposal



CALHOUN
RENEWABLE ENERGY

CMTA

RFP 44-2025 Price Proposal Form
Solar PV Installation

4385 Clearwater Way, Police Sector East	
Array Modules	$ 9067
Inverter(s) & Monitoring System	$ 9000
Electrical & Wiring Materials	$ 7000
Racking & Ballast Materials	$ 7000
Labor	$ 16000
Other w/ Description General Conditions	$ 6000
Owner Allowance (mandatory)	$2,000
TOTAL	$ 56,067

Jason Johnson

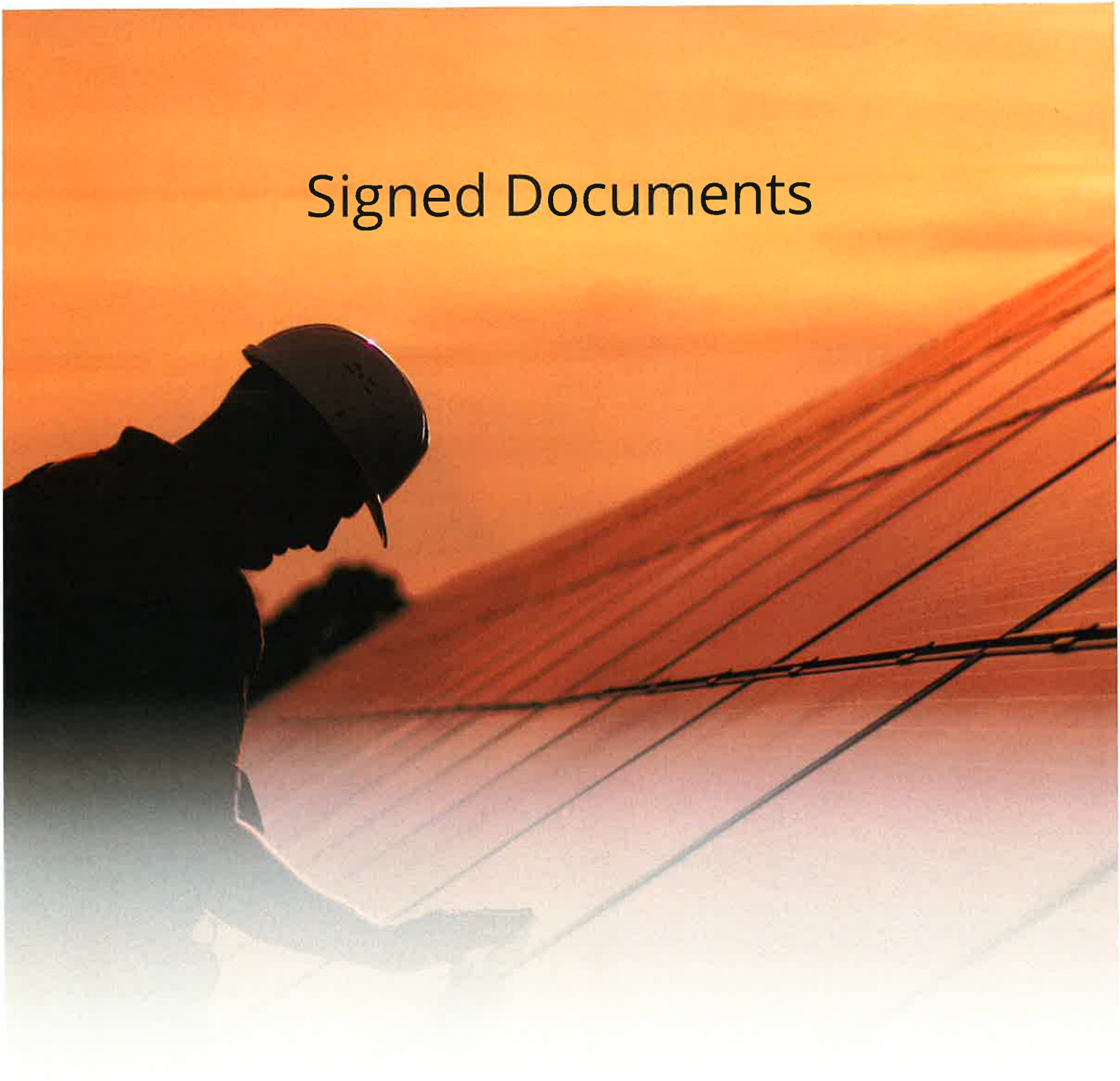
Printed Name of Authorized Representative

Project Manager

Title of Authorized Representative

Signature of Authorized Representative

Signed Documents



CALHOUN
RENEWABLE ENERGY

CMTA

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #44-2025 Solar PV Installation at Police Sector East** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **December 9, 2025.** 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 supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

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

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

SELECTION CRITERIA:

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

1. Company Profile / Experience 15 points
2. Project Team 15 points
3. Technical Approach 30 points
4. Price Proposal 40 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

AFFIDAVIT

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

1. His/her name is Kurt Meadors and he/she is the individual submitting the proposal or is the authorized representative of Calhoun Construction Services, Inc., the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF KY

COUNTY OF Jefferson

The foregoing instrument was subscribed, sworn to and acknowledged before me by Kurt Meadors on this the 8th day of December, 2025.

My Commission expires: 9-16-2027

Angela Williams
NOTARY PUBLIC, STATE AT LARGE



EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

****

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

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

Bidders

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

Signature

Calhoun Construction Services, Inc.

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Calhoun Construction Services

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators		23	19	1	2	0	0	0	0	0	0	0	—	0	0	0	0
Professionals		65	5	1	1	1	0	0	0	1	0	0	0	0	0		
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft		20	0	22	0	0	6	0	0	0	0	1	0	6	0	0	0
Service/Maintenance																	
Total:																	

Prepared by: Ashley Raikes, HR Manager **Date:** 11 / 25 / 25

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF PROCUREMENT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise 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 (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
859-258-3323

Firm Submitting Proposal: Calhoun Construction Services

Complete Address: 1703 S. Brook St. Louisville 40201
Street City Zip

Contact Name: Jason Johnson Title: Project Manager

Telephone Number: 850 450 7650 Fax Number: _____

Email address: jason johnson@calhounconstructs.com

LEXINGTON

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) and a subgoal of twelve percent (12%) for Women 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.

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, 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.

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 44-2025

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.**

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

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

Calhoun Construction
Company

12/8/25
Date

Company Representative

Project Manager
Title

LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 44-2025

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

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. none					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Cal Houn Construction
Company

Company Representative

12/8/25
Date

Project Manager
Title

LEXINGTON

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:

1. 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.

2. 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-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, 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, VOSBs 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.

> **Note: 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:	Calhoun Construction	**Date:**	12/8/2025
Project Name:	#44-2025	**Project Number:**	
Contact Name:	Jason Johnson	**Telephone:**	850.450.7650
Email:	jasonjohnson@calhounconstructs.com		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-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, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☒

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

Click or tap here to enter text.

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

Yes ☐ No ☒

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. Click or tap here to enter text.

Calhoun Construction self-performs all work related to this project.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

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:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ 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 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 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.

Click or tap here to enter text.

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.

Note: 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.

Calhoun Construction Services, Inc.	Kurt Meadors
Company	**Company Representative**
12/8/25	Vice President
Date	**Title**

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 IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".

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

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

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

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

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

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

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

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

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

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

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

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

Signature

12/8/25
Date

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

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

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

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

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

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

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

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

c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00548704

Client#: 2039577 CALHOCON4

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/08/2025

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

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

PRODUCER USI Insurance Services LLC-CL 435 N. Whittington Parkway Suite 250 Louisville, KY 40222	CONTACT NAME: Commercial Lines PHONE (A/C, No, Ext): 502.815.5200 FAX (A/C, No): 855.209.1246 E-MAIL ADDRESS:
INSURED Calhoun Construction Services, Inc 1703 S Brook Street Louisville, KY 40208	INSURER A : Phoenix Insurance Company — 25623 INSURER B : Travelers Property Cas. Co. of America — 25674 INSURER C : Travelers Indemnity Co of America — 25666 INSURER D : Indian Harbor Insurance Company — 36940 INSURER E : Endurance American Insurance Co. — 10641 INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PD Ded: $5,000 X Exp, Collapse, Undgr GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X	X	DTCO4Y935104PHX25	08/01/2025	08/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $300,000 $5,000 $2,000,000 $4,000,000 $4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY X Deductibles	X	X	8104Y9366962526G	08/01/2025	08/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll	$2,000,000 $ $ $ $1000/$1000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000	X	X	CUP5Y1880122526	08/01/2025	08/01/2026	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB4Y9993082526G	08/01/2025	08/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
D	Prof & Poll Liab			CEO742131804	08/01/2025	08/01/2026	$5M Agg Lmt/$100K Ded	
B	Leased/Rented Eqp			QT6303N264025TIL25	08/01/2025	08/01/2026	$1M Lmt/$5,000 Ded	
E	Excess 10Mx10M			XSC30093194300	08/01/2025	08/01/2026	$10M Occ/$10M Agg	

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Police Sector East - 4385 Clearwater Way
Clearwater Way
Clearwater Way
Clearwater Way
Clearwater Way
Lexington Fire Department Station No
Clearwater Way
Clearwater Way
Jo Jones
Jo Jones

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0018-26

File ID:	0018-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Mayor's Office
				File Created:	01/05/2026
File Name:	KBI Blue Sheet - Neogen			**Final Action:**	

Title: Authorization to allow an inducement to Neogen Corporation as local participation in the Kentucky Business Investment (KBI) Program, which includes a 10-year local 1% wage assessment through KBI. Neogen Corporation's merger with 3M Food Safety Division will expand their Lexington manufacturing facility and add a full range of animal health products. No budgetary impact. (L0018-26)(Atkins)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Neogen KBI Blue Sheet January 2026	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Troy Black	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0018-26

Title

Authorization to allow an inducement to Neogen Corporation as local participation in the Kentucky Business Investment (KBI) Program, which includes a 10-year local 1% wage assessment through KBI. Neogen Corporation's merger with 3M Food Safety Division will expand their Lexington manufacturing facility and add a full range of animal health products. No budgetary impact. (L0018-26)(Atkins)

Summary

Authorization to allow an inducement to Neogen Corporation as local participation in the Kentucky Business Investment (KBI) Program, which includes a 10-year local 1% wage assessment through KBI. Neogen Corporation's merger with 3M Food Safety Division will expand their Lexington manufacturing facility and add a full range of animal health products. No budgetary impact. (L0018-26)(Atkins)

Budgetary Implications [select]: No
Advance Document Review:

Law: {Yes, Completed by [Evan Thompson, 1/5/2026}

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

Fully Budgeted [select]: Yes
Account Number: NA
This Fiscal Year Impact: Revenue to be rebated. Tax expenditure, not actual cost
Annual Impact: Revenue to be rebated. Tax expenditure, not actual cost
Project:
Activity:
Budget Reference:
Current Balance:

MAYOR LINDA GORTON

LEXINGTON

KEVIN ATKINS
CHIEF DEVELOPMENT OFFICER

TO: **Linda Gorton**
Mayor

FROM: **Kevin Atkins**
Chief Development Officer

DATE: **January 5, 2026**

RE: **Approve agreement with Neogen Corporation to participate in the Kentucky Business Investment (KBI) Program**

Request:
Authorization to allow an inducement to Neogen Corporation as local participation in the Kentucky Business Investment (KBI) Program, which includes a 10-year local 1% wage assessment through KBI. Neogen Corporation's merger with 3M Food Safety Division will expand their Lexington manufacturing facility and add a full range of animal health products.

Why are you requesting:
The Kentucky Economic Development Finance Authority (KEDFA) has given Neogen Corporation preliminary approval to participate in the KBI Program. The KBI Program requests that the state and local government enter into a 10-year agreement with the approved company under which the business can recover up to 100% of its start-up and equipment costs through Kentucky corporate income tax credits and a wage assessment fee of up to 3.1%. The company plans to create 210 new jobs with an average wage of approximately $63,700.00 per year including benefits. Neogen Corporation plans to invest more than $15 million in building improvements, equipment and start-up costs.

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

The cost for FY2026 is: Revenue to be rebated. Tax expenditure, not actual cost

The cost for future FY is: Revenue to be rebated. Tax expenditure, not actual cost

Are the funds budgeted?
N/A

Director/Commissioner:
Kevin Atkins

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0019-26

File ID:	0019-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	01/05/2026
File Name:	Request Council authorization to accept grant funds of $161,050.22 from the Kentucky Energy and Environment Cabinet for the continuation of the Litter Abatement Grant Funding Program in Fayette County for Calendar Year 2026.			**Final Action:**	

Title: Authorization to accept grant funds of $161,050.22 from the Kentucky Energy and Environment Cabinet for the continuation of the Litter Abatement Grant Funding Program in Fayette County for Calendar Year 2026. Budget amendment in process. (L0019-26)(Carey/Albright)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	26- Blue Sheet Memo 2026 Litter Grant, BA 14055, 2026 Litter Abatement Check GA 26046579, 2026 City Litter Abatement Grant Cover Letter	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0019-26

Title

Authorization to accept grant funds of $161,050.22 from the Kentucky Energy and Environment Cabinet for the continuation of the Litter Abatement Grant Funding Program in Fayette County for Calendar Year 2026. Budget amendment in process. (L0019-26) (Carey/Albright)

Summary

Authorization to accept grant funds of $161,050.22 from the Kentucky Energy and Environment Cabinet for the continuation of the Litter Abatement Grant Funding Program in Fayette County for Calendar Year 2026. Budget amendment in process. (L0019-26)

(Carey/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Michael Cravens, 1/5/2026

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.

Account Number: 3400-313201-3097-71299

This Fiscal Year Impact: $ 161,050.22

Annual Impact: $0

Project: KY_PRIDE_2026

Activity: STA_GRANT

Budget Reference: 2026

Current Balance: Budget amendment is in process.

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **JANUARY 5, 2026**

SUBJECT: **Acceptance of Litter Abatement Grant for Calendar Year 2026**

Request: Council authorization to accept grant funds of $161,050.22 from the Kentucky Energy and Environment Cabinet for the continuation of the Litter Abatement Grant Funding Program in Fayette County for Calendar Year 2026.

Why are you requesting? The Kentucky General Assembly provides funding for litter cleanups to be conducted two times each year on city streets as part of each county's solid waste management plan. Funding for each county is based upon a formula using the county's miles of public roads, the county's rural population, and the county's total population as a proportion of the state's total miles of public roads, rural population, and total population.

Funds will be used to support the costs of contracted litter pickup services, supplies and equipment, and educational programs.

What is the cost in this budget year and future budget years? $161,050.22 has been awarded for Fiscal Year 2026. No matching funds are required. Future years' funding is dependent upon availability.

Are the funds budgeted? Budget amendment is in process.

File Number: 0019-26

Director / Commissioner: Carey / Albright

Search in Menu

LFUCG Budget Amendment Request Form

Requester: Moore,Celia E **Date:** 01/05/2026 **Status:** Pending Approval **Amend Nbr:** 14055

Business Unit: LFUCG **Journal Date:** 01/05/2026 **Budget Period:** 2026 **Bid:** ☐ **Admin Review:** ☐

Personnel, Operating & Capital Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3400	313201	3097	71299	Prof Svc - Other	161,050.22	JCAREY	055143	

Revenue Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3400	313201	3097	44040	Intergovernmental - State/Oth	161,050.22	JCAREY	055143	

Project/Grant Revenue

Project/Grant Expenditures

Comments:

To establish grant budget for 2026 Litter Abatement award. (KY_PRIDE_2026)

Net Amend Amt: 0.00

Submit for Approval

Save Add

QUESTIONS, CALL (877)973-4357

COMMONWEALTH OF KENTUCKY
DEPARTMENT OF THE TREASURY

CHECK CAT: STM VENDOR: KY0032969 DATE: 12/16/2025

PAYMENT DOCUMENT					
CD	DEP	DOC NUMBER	INVOICE NO.	DESCRIPTION	AMOUNT
GAX	129	2600046462	2026 LITTER ABATEMENT DISBUR	Lexington/Fayette Urban	161,050.22
					161,050.22
CHECK NO:		26046579		TOTAL	161,050.22

THE BACKGROUND OF THIS DOCUMENT IS BLUE WITH A GREEN WARNING BAND. THERE IS A SECURITY MARK ON THE BACK. DO NOT ACCEPT WITHOUT THESE FEATURES.

JPMorgan Chase Bank, N.A. Louisville, KY

COMMONWEALTH OF KENTUCKY
DEPARTMENT OF THE TREASURY
Frankfort, Kentucky

21-13
830

Check Number
GA 26046579

Date: 12/16/2025

One Hundred Sixty One Thousand Fifty And 22/100 Dollars

Pay to the Order of
LEXINGTON FAYETTE URBAN CO GOVERNMENT
200 EAST MAIN STREET
LEXINGTON KY 40507

$*****161,050.22

Valid for one(1) year

⑈26046579⑈ ⑆083000137⑆ 93683640 2⑈

Andy Beshear
GOVERNOR

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
300 Sower Boulevard
Frankfort, Kentucky 40601
Phone: (502) 564-2150
Fax: 502-564-4245

Rebecca Goodman
SECRETARY

Anthony R. Hatton
COMMISSIONER

July 30, 2025

Dear Mayor:

Now is the time to apply for 2026 Litter Abatement Grant funding. The purpose of this letter is to provide you with information about the Litter Abatement Grant program and to provide you with a copy of the grant agreement and related forms. For this grant cycle:

- The signed "City Request and Agreement for Litter Abatement Program Grant Funding," attached, **must be received in this office by 4:30 p.m. on November 3, 2025**, pursuant to KRS 224.43-505. Litter abatement grant agreements received after that date will not be accepted. ***Please email to lisa.evans@ky.gov*** **NOTE: This incorporated form (DEP 7118) is the required form to be used to apply for the 2026 Litter Abatement Grant.**

- **The amount of grant funding each city is eligible to receive will not be determined until after November 3, 2025**. Once all applications are received, the amount of funding available will be calculated in accordance with statutory requirements.

- The litter abatement grant funding is to be used for direct expenses, as defined in 401 KAR 49:080 Section 3, incurred during ***calendar year 2026***, associated with anti-litter control programs; for litter cleanup on public roads as provided in KRS 224.43-505; and to meet the requirements established in KRS 224.43-345.

- By February 1, 2027, the city shall submit to the Kentucky Division of Waste Management a completed **"City Litter Abatement Program Annual Report and Certification for Grant Funding"** signed by the Mayor. This form should be sent to Lisa Evans at the email address shown in this letter. ***This form is attached and is also available on our website at https://eec.ky.gov/rla and will be sent out to the cities in December through the Kentucky League of Cities.*** **NOTE: This incorporated form (DWM 4900) is the required form to be used to report expenditures for the 2026 Litter Abatement Grant.**

- Litter abatement grant funds not spent during calendar year 2026 must be reimbursed to the cabinet by April 15, 2027.

- Per 401 KAR 49:080, Section 6, any city failing to comply with the terms of the litter abatement grant agreement shall be ineligible for litter abatement grant funding for the following year.

- Per 401 KAR 49:080, Section 3(2)(b), "Litter abatement grant program recipients shall keep documentation related to grant activities, including grant expenditure documentation, for at least three (3) years"

- If the city wishes to decline litter abatement grant funding for 2026, please check the box at the bottom of the "City Request and Agreement for Litter Abatement Program Grant Funding" and forward to Lisa Evans

- **Please submit a copy of the city's solid waste ordinance or solid waste contract to demonstrate compliance with eligibility requirements along with the agreement.** Email an electronic copy to Lisa Evans at lisa.evans@ky.gov.

- There is no match requirement for this grant.

- **Provided with this litter packet is a copy of the guidelines in place by the Division in the event that the city plans to use the Litter Abatement Grant for a "Trash for Cash" program. The guidelines are a part of the litter grant packet, and the city agrees to the guidelines once the city signs the City Request and Agreement for Litter Abatement Program Grant Funding form and submits to the Division.**

- **No equipment can be purchased with the grant. No fuel or repairs to equipment is allowed because those expenses are included in the FEMA hourly rate.**

If your city is out of compliance with the Department for Local Government or with any of the Division of Waste Management's grants, you will not be eligible to receive a grant for 2026.

The disbursement of the litter abatement grant funding will be prior to January 1, 2026. Please provide the city's address as registered with the Kentucky Finance Cabinet and the city's Federal ID information on the Litter Abatement Grant Funding agreement. **Submit the signed form and a copy of your ordinance or contract by 4:30 p.m., on November 3, 2025, via email to lisa.evans@ky.gov.**

If you have any questions, feel free to contact me at 502-782-6355 or at lisa.evans@ky.gov.

Sincerely,

Lisa G. Evans

Lisa Evans
Environmental Scientist Consultant
Recycling & Local Assistance Branch

Attachments: DEP 7118 City Request and Agreement for Litter Abatement Program Grant Funding
Guidelines for Trash for Cash Programs when Using State Litter Abatement Grant
City Litter Abatement Program Annual Report and Certification for Grant Funding
Frequently Asked Questions for Anti-Litter Control Program Grants
FEMA Rates

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0020-26

File ID:	0020-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Human Resources
				File Created:	01/05/2026
File Name:	26-0035- Abolish/Create- Waste Management			**Final Action:**	

Title: Authorization to abolish six (6) classified positions of Refuse & Recycling Collector, *formerly Resource Recovery Operator,* (Grade 518N) and create six (6) classified positions of Refuse & Recycling Worker Sr., *formerly Public Service Worker Sr.*, (Grade 510N) in the Division of Waste Management, effective upon passage of Council. This has a 12-month cost savings of $137,281.50. (L0020-26) (George/Hamilton)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet Memo 26-0035, From to 26-0035, HR Fiscal Impact- 26-0035	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0020-26

Title

Authorization to abolish six (6) classified positions of Refuse & Recycling Collector, *formerly Resource Recovery Operator,* (Grade 518N) and create six (6) classified positions of Refuse & Recycling Worker Sr., *formerly Public Service Worker Sr.*, (Grade 510N) in the Division of Waste Management, effective upon passage of Council. This has a 12-month cost savings of $137,281.50. (L0020-26) (George/Hamilton)

Summary

Authorization to abolish six (6) classified positions of Refuse & Recycling Collector, *formerly Resource Recovery Operator,* (Grade 518N) and create six (6) classified positions of Refuse & Recycling Worker Sr., *formerly Public Service Worker Sr.*, (Grade 510N) in the Division of Waste Management, effective upon passage of Council. This has a 12-month cost savings of $137,281.50. (L0020-26) (George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select Yes/No, Completed by [Attorney Name, Date]}

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

Fully Budgeted [select]: Yes/No/Partial

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

MEMORANDUM

TO: Linda Gorton, Mayor
Sally Hamilton, Chief Administrative Officer
Council Members

FROM: Glenda Humphrey George, Director
Division of Human Resources

DATE: January 2, 2026

SUBJECT: Abolish/Create – Division of Waste Management

Request:
This request is for authorization to abolish six (6) classified positions of Refuse & Recycling Collector, *formerly Resource Recovery Operator,* (Grade 518N) and create six (6) classified positions of Refuse & Recycling Worker Sr., *formerly Public Service Worker Sr.*, (Grade 510N) in the Division of Waste Management, effective upon passage of Council.

Why are you requesting:
The Division of Waste Management is requesting these positions to create a pathway for promotion to Refuse & Recycling Collector. This gives the division the flexibility to allow employees to gain the experience needed to promote.

What is the cost in this budget year and future budget year?
This has a 12-month cost savings of $137,281.50.

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Refuse & Recycling Collector (6)	$56,066.40	$0	($56,066.40)
Refuse & Recycling Worker Sr. (6)	$0	$37,949.60	$37,949.60
Total Annual Impact/ Salary and Benefits			**($137,281.50)**

File Number: 0020-26

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

If you have questions or need additional information, please contact Alana Morton at (859) 258-3037.

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 1/2/26

Classified Civil Service

Changes From:									Changes To:							
Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary		Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Waste Management (350)									**Division of Waste Management (350)**							
350.067	120	530510	518N	Refuse & Recycling Collector	-----	-----	-----		350.067	114	530510	518N	Refuse & Recycling Collector	-----	-----	-----
350.080	6	530405	510N	Refuse & Recycling Worker Sr.	-----	-----	-----		350.080	12	530405	510N	Refuse & Recycling Worker Sr.	-----	-----	-----

Bluesheet 26-0035

Division Waste Management

Description		1 or -1	Hour Rate	***63122*** Base Comp	***63511*** Benefits Cost 18.62% Pension	***63615*** Other Fringe	***63621*** 6.20% FICA	***63622*** 0.023% Unemp	***63624*** 1.45% Medicare	Employee Total Cost
Refuse & Recycling Collector (518N)	Abolish	-6.00	26.955	($336,398.40)	($62,637.38)	($33,173.28)	($22,444.72)	($77.37)	($5,249.17)	($459,980.33)
Refuse & Recycling Worker, Sr (510N)	Create	6.00	18.245	$227,697.60	$42,397.29	$33,173.28	$15,705.27	$52.37	$3,673.01	$322,698.83
Pay Periods				($108,700.80)	($20,240.09)	$0.00	($6,739.45)	($25.00)	($1,576.16)	($137,281.50)

Annual Cost: ($137,281.50)

Taxable Fringe	$4,268.88
Total Fringe	$5,528.88

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0021-26

File ID:	0021-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Human Resources
				File Created:	01/05/2026
File Name:	26-0034- Abolish/Create- Parks and Recreation			**Final Action:**	

Title: Authorization to abolish one (1) unclassified position of Recreation Specialist Sr. (Grade 516N) and create one (1) classified position of Recreation Specialist Sr. (Grade 516N), in the Division of Parks and Recreation, effective upon passage of Council. This request is budget neutral. (L0021-26) (George/Hamilton)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet Memo 26-0034, From to 26-0034, HR Fiscal Impact- 26-0034	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0021-26

Title

Authorization to abolish one (1) unclassified position of Recreation Specialist Sr. (Grade 516N) and create one (1) classified position of Recreation Specialist Sr. (Grade 516N), in the Division of Parks and Recreation, effective upon passage of Council. This request is budget neutral. (L0021-26) (George/Hamilton)

Summary

Authorization to abolish one (1) unclassified position of Recreation Specialist Sr. (Grade 516N) and create one (1) classified position of Recreation Specialist Sr. (Grade 516N), in the Division of Parks and Recreation, effective upon passage of Council. This request is budget neutral. (L0021-26) (George/Hamilton)

Budgetary Implications [select]: Yes/NO

Advance Document Review:

Law: { Select Yes/No, Completed by [Attorney Name, Date]}

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

Fully Budgeted [select]: Yes/No/Partial

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

MEMORANDUM

TO: Linda Gorton, Mayor
Sally Hamilton, Chief Administrative Officer
Council Members

FROM: _____
Glenda Humphrey George, Director
Division of Human Resources

DATE: January 2, 2026

SUBJECT: Abolish/Create position – Division of Parks and Recreation

Request:
This request is for authorization to abolish one (1) unclassified position of Recreation Specialist Sr. (Grade 516N) and create one (1) classified position of Recreation Specialist Sr. (Grade 516N), in the Division of Parks and Recreation, effective upon passage of Council.

Why are you requesting:
The purpose of changing this position from Unclassified to Classified is to help attract the best candidate for the position and affirm the importance of the position in the organization.

What is the cost in this budget year and future budget year?
This request is budget neutral.

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Recreation Specialist Sr.	$50,863.92	$0	($50,863.92)
Recreation Specialist Sr..	$0	$50,863.92	$50,863.92
Total Annual Impact/ Salary and Benefits $0			

File Number: 0021-26

Director/Commissioner: Glenda Humphrey George/Sally Hamilton
If you have questions or need additional information, please contact Alana Morton at (859) 258-3037.

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 1/2/26

Classified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Parks and Recreation (760)							
760.072	6	806	516N	Recreation Specialist Sr.	-----	-----	-----

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Parks and Recreation (760)							
760.072	7	806	516N	Recreation Specialist Sr.	-----	-----	-----

Unclassified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Parks and Recreation (760)							
760.021	1	806	516N	Recreation Specialist Sr.	-----	-----	-----

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Parks and Recreation (760)							
-----	-----	-----	-----	-----	-----	-----	-----

Bluesheet 26-0034

Division of Parks and Recreation

				63122	*63511* Benefits Cost 18.62%	*63615* Other	*63621* 6.20%	*63622* 0.023%	*63624* 1.45%	Employee Total
		1 or -1	Hour Rate	Base Comp	Pension	Fringe	FICA	Unemp	Medicare	Cost
Recreation Specialist Sr. (Grade 516)	Abolish	-1.00	24.449	($50,853.92)	($9,469.00)	($5,528.88)	($3,417.61)	($11.70)	($799.28)	($70,080.39)
Recreation Specialist Sr. (Grade 516)	Create	1.00	24.449	$50,853.92	$9,469.00	$5,528.88	$3,417.61	$11.70	$799.28	$70,080.39
Pay Periods				$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Annual Cost: $0.00

Taxable Fringe	$4,268.88
Total Fringe	$5,528.88

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0022-26

File ID:	0022-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Human Resources
				File Created:	01/05/2026
File Name:	26-0033- Abolish- Accounting			**Final Action:**	

Title: Authorization to abolish one (1) unclassified position of Accountant Sr. (Grade 524E) in the Division of Accounting, effective upon passage of Council. This has a 12-month cost savings of $100,744.13. (L0022-26) (George/Hamilton)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet Memo 26-0033, From to Template 26-0033, HR Fiscal Impact- 26-0033	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0022-26

Title

Authorization to abolish one (1) unclassified position of Accountant Sr. (Grade 524E) in the Division of Accounting, effective upon passage of Council. This has a 12-month cost savings of $100,744.13. (L0022-26) (George/Hamilton)

Summary

Authorization to abolish one (1) unclassified position of Accountant Sr. (Grade 524E) in the Division of Accounting, effective upon passage of Council. This has a 12-month cost savings of $100,744.13. (L0022-26) (George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select Yes/No, Completed by [Attorney Name, Date]}

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

Fully Budgeted [select]: Yes/No/Partial

Account Number:
This Fiscal Year Impact: $
Annual Impact: $
Project:
Activity:
Budget Reference:
Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

MEMORANDUM

TO: Linda Gorton, Mayor
Sally Hamilton, Chief Administrative Officer
Council Members

FROM: _____
Glenda Humphrey George, Director
Division of Human Resources

DATE: January 2, 2026

SUBJECT: Abolish position – Division of Accounting

Request:
This request is for authorization to abolish one (1) unclassified position of Accountant Sr. (Grade 524E) in the Division of Accounting, effective upon passage of Council.

Why are you requesting:
The purpose of this request is to facilitate the transition from this ARPA-funded position to a classified civil service position.

What is the cost in this budget year and future budget year?
This has a 12-month cost savings of $100,744.13.

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Accountant Sr.	$75,133.76	$0	($75,133.76)
Total Annual Impact/ Salary and Benefits			**($100,744.13)**

File Number: 0022-26

Director/Commissioner: Glenda Humphrey George/Sally Hamilton
If you have questions or need additional information, please contact Alana Morton at (859) 258-3037.

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 1/2/26

Unclassified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Accounting (220)							
220.020	1	308	524E	Accountant Sr.	-----	-----	-----

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Accounting (220)							
-----	-----	-----	-----	-----	-----	-----	-----

Bluesheet 26-0033

Division of Accounting

Description		1 or -1	Hour Rate	***63122*** Base Comp	***63511*** Benefits Cost 18.62% Pension	***63615*** Other Fringe	***63621*** 6.20% FICA	***63622*** 0.023% Unemp	***63624*** 1.45% Medicare	Employee Total Cost
Accountant Sr. (Grade 524E)	Abolish	-1.00	36.122	($75,133.76)	($13,989.91)	($5,528.88)	($4,922.96)	($17.28)	($1,151.34)	($100,744.13)
Pay Periods				($75,133.76)	($13,989.91)	($5,528.88)	($4,922.96)	($17.28)	($1,151.34)	($100,744.13)

Annual Cost: ($100,744.13)

Taxable Fringe	$4,268.88
Total Fringe	$5,528.88

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0023-26

File ID:	0023-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Human Resources
				File Created:	01/05/2026
File Name:	26-0032- Abolish- Emergency Management			**Final Action:**	

Title: Authorization to abolish one (1) unclassified position of CSEPP Manager (Grade 521N), in the Division of Emergency Management, effective upon passage of Council. This position was grant-funded, and the grant has ended. This has a 12-month cost savings of $87,827.69. (L0023-26) (George/Hamilton)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet Memo 26-0032, From to 26-0032, HR Fiscal Impact- 26-0032	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0023-26

Title

Authorization to abolish one (1) unclassified position of CSEPP Manager (Grade 521N), in the Division of Emergency Management, effective upon passage of Council. This position was grant-funded, and the grant has ended. This has a 12-month cost savings of $87,827.69. (L0023-26) (George/Hamilton)

Summary

Authorization to abolish one (1) unclassified position of CSEPP Manager (Grade 521N), in the Division of Emergency Management, effective upon passage of Council. This position was grant-funded, and the grant has ended. This has a 12-month cost savings of $87,827.69. (L0023-26) (George/Hamilton)

Budgetary Implications [select]: Yes/NO

Advance Document Review:

Law: { Select Yes/No, Completed by [Attorney Name, Date]}

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

Fully Budgeted [select]: Yes/No/Partial

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

MEMORANDUM

TO: Linda Gorton, Mayor
Sally Hamilton, Chief Administrative Officer
Council Members

FROM: _____
Glenda Humphrey George, Director
Division of Human Resources

DATE: January 2, 2026

SUBJECT: Abolish – Division of Emergency Management

Request:
This request is for authorization to abolish one (1) unclassified position of CSEPP Manager (Grade 521N), in the Division of Emergency Management, effective upon passage of Council.

Why are you requesting:
The position of CSEPP Manager, which is grant-funded and unclassified, will no longer be needed within the Division of Emergency Management.

What is the cost in this budget year and future budget year?
This position was grant-funded, and the grant has ended. This has a 12-month cost savings of $87,827.69.

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
CSEPP Manager	$64,906.40	$0	($64,906.40)
Total Annual Impact/ Salary and Benefits			**($87,827.69)**

File Number: 0023-26
Director/Commissioner: Glenda Humphrey George/Sally Hamilton
If you have questions or need additional information, please contact Alana Morton at (859) 258-3037.

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 12/29/25

Classified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Emergency Management (530)							
530.010	1	946	512N	CSEPP Manager	-----		

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Emergency Management (530)							
-----	-----	-----	-----	-----	-----	-----	-----

Bluesheet 26-0032

Division of Emergency Management

Description		1 or -1	Hour Rate	***63122*** Base Comp	***63511*** Benefits Cost 18.62% Pension	***63615*** Other Fringe	***63621*** 6.20% FICA	***63622*** 0.023% Unemp	***63624*** 1.45% Medicare	Employee Total Cost
CSEPP Manager (Grade 521N)	Abolish	-1.00	31.205	($64,906.40)	($12,085.57)	($5,528.88)	($4,288.87)	($14.93)	($1,003.04)	($87,827.69)
Pay Periods				($64,906.40)	($12,085.57)	($5,528.88)	($4,288.87)	($14.93)	($1,003.04)	($87,827.69)

Annual Cost: ($87,827.69)

Taxable Fringe	$4,268.88
Total Fringe	$5,528.88

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0024-26

File ID:	0024-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Human Resources
				File Created:	01/05/2026
File Name:	26-0031- Create - Grants and Special Programs			**Final Action:**	

Title: Authorization to abolish one (1) unclassified position of Accountant (Grade 518N) and create one (1) classified position of Accountant (Grade 518N) in the Division of Grants and Special Programs, effective upon passage of Council. This request is budget-neutral. (L0024-26) (George/Hamilton)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet Memo 26-0031, From to Template 26-0031, HR Fiscal Impact- 26-0031	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0024-26

Title

Authorization to abolish one (1) unclassified position of Accountant (Grade 518N) and create one (1) classified position of Accountant (Grade 518N) in the Division of Grants and Special Programs, effective upon passage of Council. This request is budget-neutral. (L0024-26) (George/Hamilton)

Summary

Authorization to abolish one (1) unclassified position of Accountant (Grade 518N) and create one (1) classified position of Accountant (Grade 518N) in the Division of Grants and Special Programs, effective upon passage of Council. This request is budget-neutral. (L0024-26) (George/Hamilton)

Budgetary Implications [select]: Yes/NO

Advance Document Review:

Law: { Select Yes/No, Completed by [Attorney Name, Date]}

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

Fully Budgeted [select]: Yes/No/Partial

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

MEMORANDUM

TO: Linda Gorton, Mayor
Sally Hamilton, Chief Administrative Officer
Council Members

FROM: Glenda Humphrey George, Director
Division of Human Resources

DATE: January 2, 2026

SUBJECT: Create position – Division of Grants and Special Programs

Request:
This request is for authorization to abolish one (1) unclassified position of Accountant (Grade 518N) and create one (1) classified position of Accountant (Grade 518N) in the Division of Grants and Special Programs, effective upon passage of Council.

Why are you requesting:
The purpose of this position is to facilitate the transition of all ARPA-funded positions to become classified civil service positions.

What is the cost in this budget year and future budget year?
This request is budget-neutral.

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Accountant	$56,066.40	($56,066.40)	($56,066.40)
Accountant	($56,066.40)	$56,066.40	$56,066.40
Total Annual Impact/ Salary and Benefits $0			

File Number: 0024-26

Director/Commissioner: Glenda Humphrey George/Sally Hamilton
If you have questions or need additional information, please contact Alana Morton at (859) 258-3037.

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 12/29/25

Classified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Grants & Special Programs (840)							
840.075	4	307	518N	Accountant	-----	-----	-----

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Grants & Special Programs (840)							
840.075	5	307	518N	Accountant	-----	-----	-----

Unclassified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Grants & Special Programs (840)							
840.030	2	307	518N	Accountant	-----	-----	-----

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Grants & Special Programs (840)							
840.030	1	307	518N	Accountant	-----	-----	-----

Bluesheet 26-0031

Division Grants and Special Programs

Description		1 or -1	Hour Rate	***63122*** Base Comp	***63511*** Benefits Cost 18.62% Pension	***63615*** Other Fringe	***63621*** 6.20% FICA	***63622*** 0.023% Unemp	***63624*** 1.45% Medicare	Employee Total Cost
Accountant (Grade 518N)	Abolish	-1.00	26.955	($56,066.40)	($10,439.56)	($5,528.88)	($3,740.79)	($12.90)	($874.86)	($76,663.39)
Accountant (Grade 518N)	Create	1.00	26.955	$56,066.40	$10,439.56	$5,528.88	$3,740.79	$12.90	$874.86	$76,663.39
Pay Periods				$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Annual Cost: $0.00

Taxable Fringe	$4,268.88
Total Fringe	$5,528.88

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0025-26

File ID:	0025-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Human Resources
				File Created:	01/05/2026
File Name:	26-0030 Abolish/Create - Code Enforcement			**Final Action:**	

Title: Authorization to abolish one (1) classified position of Code Enforcement Officer (Grade 517N) and create one (1) classified position of Code Enforcement Officer Sr. (Grade 518N) in the Division of Code Enforcement, effective upon passage of Council. This has a 12-month future impact cost of $3,367.68. (L0025-26) (George/Hamilton)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet Memo 26-0030, From to Template 26-0030, HR Fiscal Impact- 26-0030	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0025-26

Title

Authorization to abolish one (1) classified position of Code Enforcement Officer (Grade 517N) and create one (1) classified position of Code Enforcement Officer Sr. (Grade 518N) in the Division of Code Enforcement, effective upon passage of Council. This has a 12-month future impact cost of $3,367.68. (L0025-26) (George/Hamilton)

Summary

Authorization to abolish one (1) classified position of Code Enforcement Officer (Grade 517N) and create one (1) classified position of Code Enforcement Officer Sr. (Grade 518N) in the Division of Code Enforcement, effective upon passage of Council. This has a 12-month future impact cost of $3,367.68. (L0025-26) (George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select Yes/No, Completed by [Attorney Name, Date]}

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

Fully Budgeted [select]: Partial

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

MEMORANDUM

TO: Linda Gorton, Mayor
Sally Hamilton, Chief Administrative Officer
Council Members

FROM: _____
Glenda Humphrey George, Director
Division of Human Resources

DATE: January 2, 2026

SUBJECT: Abolish/Create positions – Division of Code Enforcement

Request:
This request is for authorization to abolish one (1) classified position of Code Enforcement Officer (Grade 517N) and create one (1) classified position of Code Enforcement Officer Sr. (Grade 518N) in the Division of Code Enforcement, effective upon passage of Council.

Why are you requesting:
The purpose of this position is to work closely with the Code Enforcement Supervisor. This Code Enforcement Senior will also function as a Training Officer.

What is the cost in this budget year and future budget year?
This has a 12-month future impact cost of $3,367.68.

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Code Enforcement Officer	$53,399.84	$0	($53,399.84)
Code Enforcement Officer Sr.	$0	$56,066.40	$56,066.40
Total Annual Impact/ Salary and Benefits $3,367.68			

File Number: 0025-26

Director/Commissioner: Glenda Humphrey George/Sally Hamilton
If you have questions or need additional information, please contact Alana Morton at (859) 258-3037.

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 1/2/2026

Classified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Code Enforcement (580)							
580.025	3	726	518N	Code Enforcement Officer Sr.	-----	-----	-----
580.030	11	722	517N	Code Enforcement Officer	-----	-----	-----

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Code Enforcement (580)							
580.025	4	726	518N	Code Enforcement Officer Sr.	-----	-----	-----
580.030	10	722	517N	Code Enforcement Officer	-----	-----	-----

Bluesheet 26-0030

Division of Code Enforcement

Description		1 or -1	Hour Rate	*63122* Base Comp	*63511* Benefits Cost 18.62% Pension	*63615* Other Fringe	*63621* 6.20% FICA	*63622* 0.023% Unemp	*63624* 1.45% Medicare	Employee Total Cost
Code Enforcement Officer (Grade 517N)	Abolish	-1.00	25.673	($53,399.84)	($9,943.05)	($5,528.88)	($3,575.46)	($12.28)	($836.20)	($73,295.71)
Code Enforcement Officer Sr. (Grade 518N)	Create	1.00	26.955	$56,066.40	$10,439.56	$5,528.88	$3,740.79	$12.90	$874.86	$76,663.39
Pay Periods				$2,666.56	$496.51	$0.00	$165.33	$0.61	$38.67	$3,367.68

Annual Cost: $3,367.68

Taxable Fringe	$4,268.88
Total Fringe	$5,528.88

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0026-26

File ID:	0026-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Human Resources
				File Created:	01/05/2026
File Name:	26-0029 Abolish/Create - Enterprise Solutions			**Final Action:**	

Title: Authorization to abolish one (1) classified position of ERP Analyst (Grade 522E) and create one (1) classified position of ERP Senior Analyst (Grade 525E), in the Division of Enterprise Solutions, effective upon passage of Council. This request has a 12-month fiscal impact of $13,565.28. (L0026-26) (George/Hamilton)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet Memo 26-0029, From to 26-0029, HR Fiscal Impact- 26-0029	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0026-26

Title

Authorization to abolish one (1) classified position of ERP Analyst (Grade 522E) and create one (1) classified position of ERP Senior Analyst (Grade 525E), in the Division of Enterprise Solutions, effective upon passage of Council. This request has a 12-month fiscal impact of $13,565.28. (L0026-26) (George/Hamilton)

Summary

Authorization to abolish one (1) classified position of ERP Analyst (Grade 522E) and create one (1) classified position of ERP Senior Analyst (Grade 525E), in the Division of Enterprise Solutions, effective upon passage of Council. This request has a 12-month fiscal impact of $13,565.28. (L0026-26) (George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select Yes/No, Completed by [Attorney Name, Date]}

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

Fully Budgeted [select]: Partial

Account Number:

This Fiscal Year Impact: $13,565.28

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

M E M O R A N D U M

TO: Linda Gorton, Mayor
Sally Hamilton, Chief Administrative Officer
Council Members

FROM: Glenda Humphrey George, Director
Division of Human Resources

DATE: January 2, 2026

SUBJECT: Abolish/Create position – Division of Enterprise Solutions

Request:
This request is for authorization to abolish one (1) classified position of ERP Analyst (Grade 522E) and create one (1) classified position of ERP Senior Analyst (Grade 525E), in the Division of Enterprise Solutions, effective upon passage of Council.

Why are you requesting:
The purpose of this classification is to support, update and enhance the HCM (Human Capital Management) functionality of LFUCG's ERP (Enterprise Resource Planning) software.

What is the cost in this budget year and future budget year?
This request has a 12-month fiscal impact of $13,565.28

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
ERP Analyst	$68,151.20	$0	($68,151.20)
ERP Senior Analyst	$0	$78,892.32	$78,892.32
Total Annual Impact/ Salary and Benefits $13,565.28			

File Number: 0026-26

Director/Commissioner: Glenda Humphrey George/Sally Hamilton
If you have questions or need additional information, please contact Alana Morton at (859) 258-3037.

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 1/2/26

Classified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Enterprise Solutions (085)							
085.019	2	362	525E	ERP Senior Analyst	-----	-----	-----
085.055	2	363	522E	ERP Analyst	-----	-----	-----

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Enterprise Solutions (085)							
085.019	3	362	525E	ERP Senior Analyst	-----	-----	-----
085.055	1	363	522E	ERP Analyst	-----	-----	-----

Bluesheet 26-0029

Division of Enterprise Solutions

Description		1 or -1	Hour Rate	***63122*** Base Comp	***63511*** Benefits Cost 18.62% Pension	***63615*** Other Fringe	***63621*** 6.20% FICA	***63622*** 0.023% Unemp	***63624*** 1.45% Medicare	Employee Total Cost
ERP Analyst (Grade 522E)	Abolish	-1.00	32.765	($68,151.20)	($12,689.75)	($5,528.88)	($4,490.04)	($15.68)	($1,050.09)	($91,925.64)
ERP Senior Analyst (Grade 525E)	Create	1.00	37.929	$78,892.32	$14,689.75	$5,528.88	$5,155.99	$18.15	$1,205.84	$105,490.93
Pay Periods				$10,741.12	$2,000.00	$0.00	$665.95	$2.47	$155.75	$13,565.28

Annual Cost: $13,565.28

Taxable Fringe	$4,268.88
Total Fringe	$5,528.88

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0027-26

File ID:	0027-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Human Resources
				File Created:	01/05/2026
File Name:	26-0028 Create- Police			**Final Action:**	

Title: Authorization to create one (1) classified civil service position of Behavioral Health and Wellness Coordinator (Grade 523E) in the Division of Police, effective upon passage of Council. This has a 12-month fiscal impact cost of $96,225.87. (L0027-26) (George/Hamilton)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet Memo 26-0028 update, From to 26-0028, HR Fiscal Impact- 26-0028	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0027-26

Title

Authorization to create one (1) classified civil service position of Behavioral Health and Wellness Coordinator (Grade 523E) in the Division of Police, effective upon passage of Council. This has a 12-month fiscal impact cost of $96,225.87. (L0027-26) (George/Hamilton)

Summary

Authorization to create one (1) classified civil service position of Behavioral Health and Wellness Coordinator (Grade 523E) in the Division of Police, effective upon passage of Council. This has a 12-month fiscal impact cost of $96,225.87. (L0027-26) (George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select Yes/No, Completed by [Attorney Name, Date]}

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

Fully Budgeted [select]: No
Account Number:
This Fiscal Year Impact: $96,225.87
Annual Impact: $
Project:
Activity:
Budget Reference:
Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

M E M O R A N D U M

TO: Linda Gorton, Mayor
Sally Hamilton, Chief Administrative Officer
Council Members

FROM: _____
Glenda Humphrey George, Director
Division of Human Resources

DATE: January 2, 2026

RE: Create position - Division of Police

Request:
This request is for authorization to create one (1) classified civil service position of Behavioral Health and Wellness Coordinator (Grade 523E) in the Division of Police, effective upon passage of Council.

Why are you requesting:
The Division of Police is requesting this position to expand the services provided by a single version of this position and to further develop the LexPDFit program for Lexington Police Department employees.

What is the cost in this budget year and future budget year?
This has a 12-month fiscal impact cost of $96,225.87 and is grant-funded for two (2) years.

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Behavioral Health and Wellness Coordinator	$0	$71,556.16	$71,556.16
Total Annual Impact/ Salary and Benefits $96,225.87			

File Number:

Director/Commissioner: Glenda Humphrey George/Sally Hamilton
If you have questions or need additional information, please contact Alana Morton at 859-258-3037.

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 1/2/2026

Classified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Police (550)							
550.006	1	517	523E	Behavioral Health and Wellness Coordinator	-----	-----	-----

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Police (550)							
550.006	2	517	523E	Behavioral Health and Wellness Coordinator	-----	-----	-----

Bluesheet 26-0028

Division of Police

Description		1 or -1	Hour Rate	*63122* Base Comp	*63511* Benefits Cost 18.62% Pension	*63615* Other Fringe	*63621* 6.20% FICA	*63622* 0.023% Unemp	*63624* 1.45% Medicare	Employee Total Cost
Behavioral Health and Wellness Coordinator	Create	1.00	34.402	$71,556.16	$13,323.76	$5,528.88	$4,701.15	$16.46	$1,099.46	$96,225.87
Pay Periods				$71,556.16	$13,323.76	$5,528.88	$4,701.15	$16.46	$1,099.46	$96,225.87

Annual Cost: $96,225.87

Taxable Fringe	$4,268.88
Total Fringe	$5,528.88

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1130-25

File ID:	1130-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Water Quality
				File Created:	11/21/2025
File Name:	Easement Acquisition Southview Drive			**Final Action:**	

Title: Authorization to approve Deeds of Easement from the owners of record on properties needed for the construction of the Southview Drive Stormwater Improvements project, at a cost not to exceed $2,500.00. Funds are budgeted. (L1130-25)(Martin/Albright)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Blue Sheet Memo Southview, Project Map-Southview Drive SWI	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Christina King/ Elizabeth Sebren	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1130-25

Title

Authorization to approve Deeds of Easement from the owners of record on properties needed for the construction of the Southview Drive Stormwater Improvements project, at a cost not to exceed $2,500.00. Funds are budgeted. (L1130-25)(Martin/Albright)

Summary

Authorization to approve Deeds of Easement from the owners of record on properties needed for the construction of the Southview Drive Stormwater Improvements project, at a cost not to exceed $2,500.00. Funds are budgeted. (L1130-25)(Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes Todd Henning 11/21/25

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3334-92211
This Fiscal Year Impact: $2,500.00
Annual Impact:
Project: STORMREHAB
Activity: CONSTRUCT_CAP
Budget Reference: 2025
Current Balance: $510,327.89

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

FROM: Charles H. Martin, P.E., Director
Division of Water Quality

DATE: November 20, 2025

SUBJECT: Easement Acquisition for the Southview Drive Stormwater Improvements Project

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Request

The purpose of this memorandum is to request a Resolution authorizing the acceptance of Deeds of Easement from the owners of record on properties needed for the construction of the Southview Drive Stormwater Improvements project, at a cost not to exceed $2,500.00.

Purpose of Request

The requested resolution will provide funds for the purchase of permanent stormwater easements and/or temporary construction easements on two (2) affected parcels on Southview Drive per the attached project location map.

Project Cost in FY26 and Future Budget Years

The cost to acquire the necessary easements will not exceed $2,500.00.

Are Funds Budgeted

The funds are budgeted in the following account:

FUND	DEPT ID	SECT	ACCT	PROJECT	ACTIVITY	BUD REF
4052	303204	3334	92211	STORMREHAB	CONSTRUCT_CAP	2025

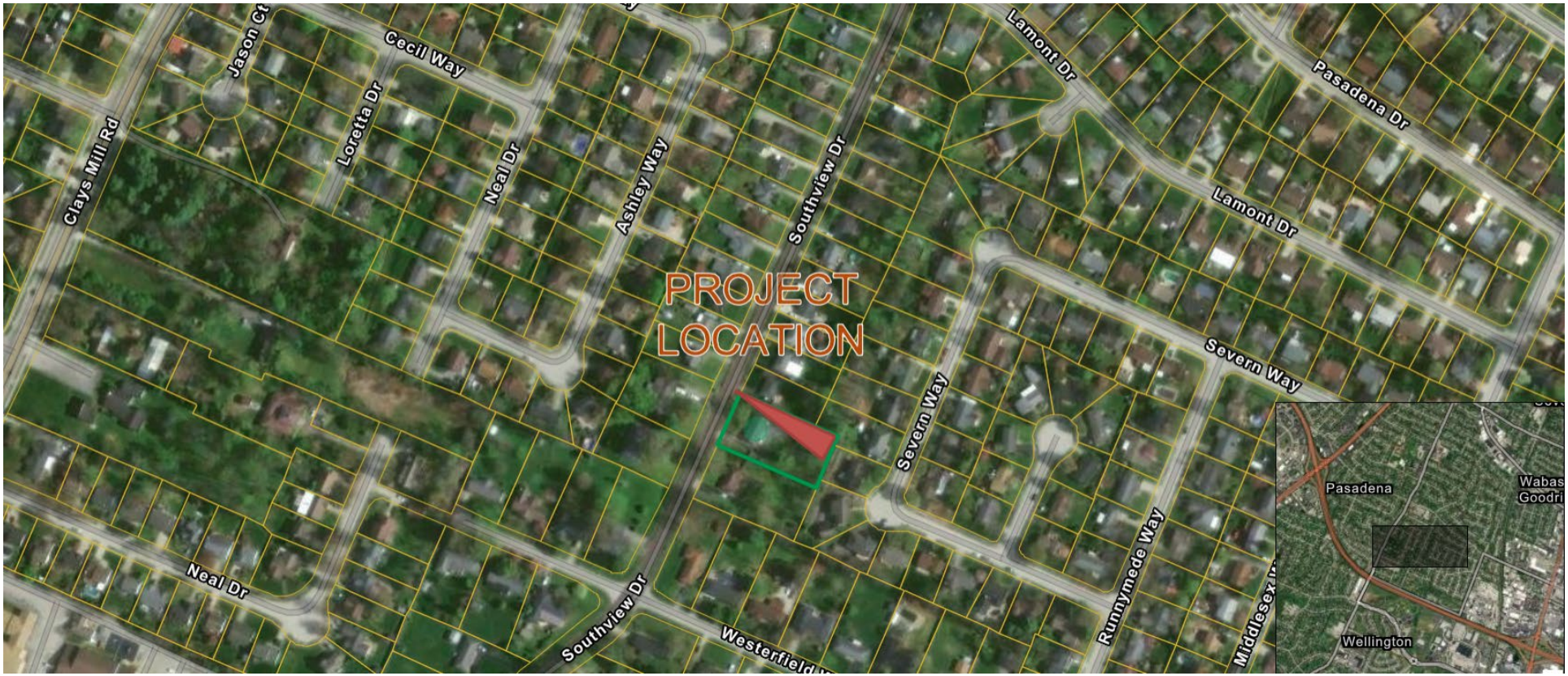
Director / Commissioner

Martin / Albright

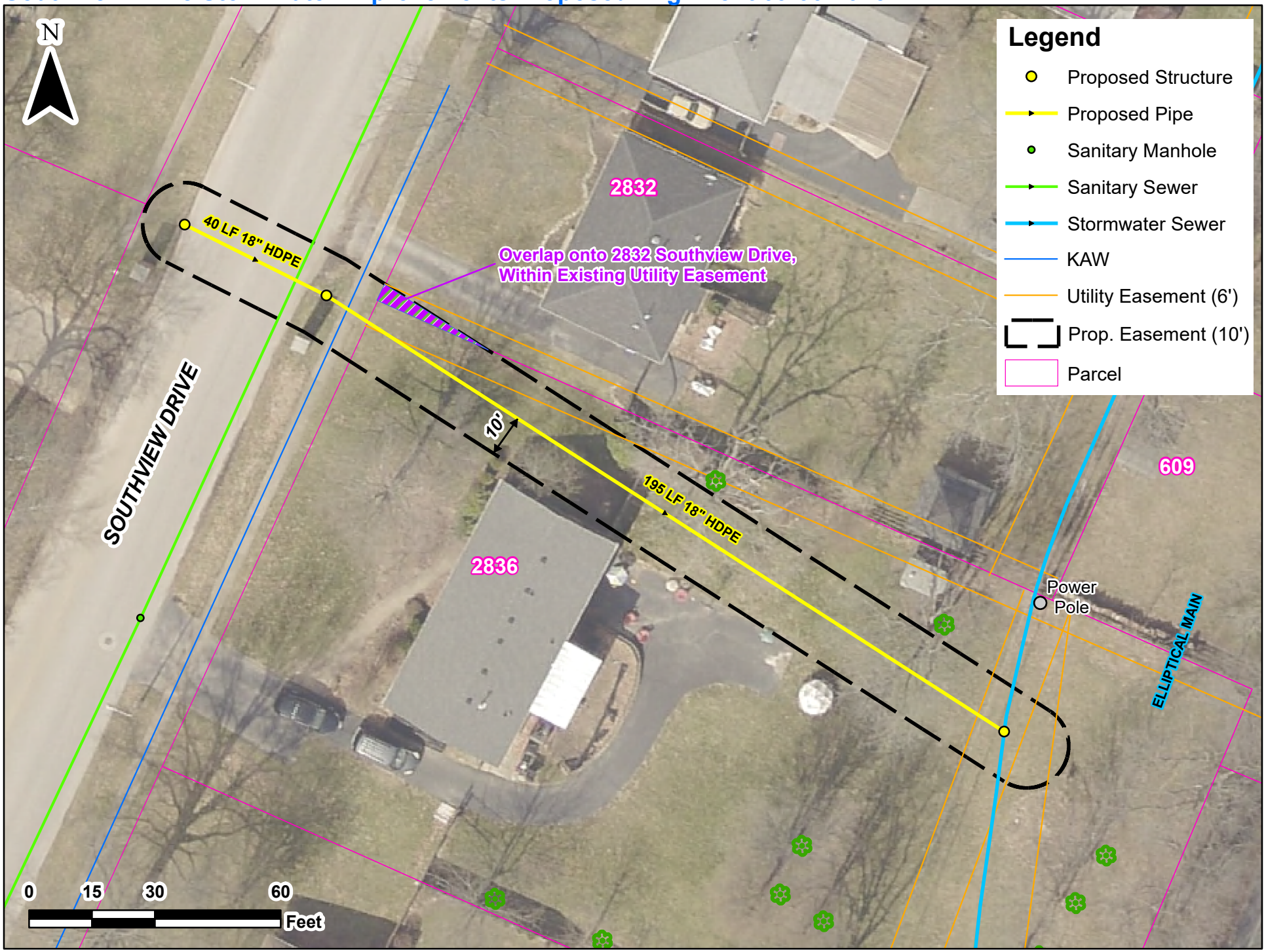
Southview Drive Stormwater Improvements

Division of Water Quality

Project Location Map



Southview Drive Stormwater Improvements Proposed Alignment 09-30-2025



Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1137-25

File ID:	1137-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Fire and Emergency Services
				File Created:	11/24/2025
File Name:	Health First Bluegrass Agreement			**Final Action:**	

Title: Authorization to enter into an agreement with Health First to securely access and exchange protected health information (PHI) necessary to support patient care and program operations while collaborating with the LFD Community Paramedicine Program. The agreement is for a period of one year. No budgetary impact. (L1137-25) (Wells/Armstrong)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Health First Bluegrass Agreement Blue Sheet Memo_112025, HFBG Paramedicine MOU (1), Business Associate Agreement - HFBG and Community Paramedicine (1)	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Tammy James	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1137-25

Title

Authorization to enter into an agreement with Health First to securely access and exchange protected health information (PHI) necessary to support patient care and program operations while collaborating with the LFD Community Paramedicine Program. The agreement is for a period of one year. No budgetary impact. (L1137-25) (Wells/Armstrong)

Summary

Authorization to enter into an agreement with Health First to securely access and exchange protected health information (PHI) necessary to support patient care and program operations while collaborating with the LFD Community Paramedicine Program. The agreement is for a period of one year. No budgetary impact. (L1137-25) (Wells/Armstrong)

Budgetary Implications: NO
Advance Document Review:
Law: Yes, Michael Sanner
Risk Management: No
Fully Budgeted [select]: N/A
Account Number:
This Fiscal Year Impact: $
Annual Impact: $
Project:
Activity:
Budget Reference:
Current Balance:

MAYOR LINDA GORTON

LEXINGTON

Jason G. Wells
Fire Chief

TO: Mayor Linda Gorton

FROM: Jason G. Wells, Fire Chief

DATE: November 24, 2025

SUBJECT: Business Associate Agreement, Health First Bluegrass

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The Division of Fire and Emergency Services is requesting authorization to enter into an agreement with Health First to allow the secure sharing of protected health information (PHI) in compliance with HIPAA regulations. This agreement ensures that Health First can provide necessary services to the Division while maintaining the privacy and security of all patient information while collaborating with the LFD Community Paramedicine Program. The agreement is for a period of one year and will be effective once it is duly approved and signed by both parties.

Department needs this action completed because:

The department needs this agreement in place to comply with HIPAA requirements and to allow Health First to securely access and exchange protected health information (PHI) necessary to support patient care and program operations while collaborating with the LFD Community Paramedicine Program. Without this agreement, the department cannot legally share PHI or collaborate effectively with Health First on related services.

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

The cost for this FY is: **T**here is no impact to the General Fund

The cost for future FY is: There is no impact to the General Fund

Are the funds budgeted?

No impact on the budget

File Number:

If a contract, please indicate the cancelation clause:This Agreement may be terminated by either party may terminate the agreement if there's a material breach, and upon termination, all PHI must be returned or destroyed to ensure continued HIPAA compliance.

Director/Commissioner: Wells/Armstrong

MEMORANDUM OF AGREEMENT

Between Health*First* Bluegrass, Inc. and Lexington-Fayette Urban County Government on behalf of Community Paramedicine

This AGREEMENT is entered into this DATE by and between Health*First* Bluegrass, Inc., a Federally Qualified Health Center (FQHC) ("Health*First*"), and Lexington-Fayette Urban County Government on behalf of Community Paramedicine ("Community Paramedicine Program") (collectively the "Parties").

Health*First* agrees to collaborate with the Community Paramedicine Program to provide acute or preventative outpatient medical, dental, and/or behavioral health care services for patients referred to the Community Paramedicine Program by Lexington Emergency Services.

This Memorandum of Agreement (MOA) establishes a formal referral arrangement where the Community Paramedicine Program can refer individuals to Health*First* for services not provided by the Paramedicine program, increasing community members' access to establish primary care services and/or treatment for non-emergent acute needs. No payment shall be made to either Party by the other by virtue of this MOA. Health*First* Bluegrass and the Community Paramedicine Program agree to develop and sign a Business Associate Agreement (BAA) (required under HIPAA regulations) so that they may share information as needed to facilitate patient care.

Information Sharing and Confidentiality: Health*First* agrees to provide aggregate, de-identified data on return visits on a timely basis as needed for program evaluation. Health*First* and the Community Paramedicine Program agree that confidential patient information will be handled in accordance with relevant laws and regulations, such as 42 CFR Part 2 and HIPAA.

Overview

For more than 30 years, Health*First* has worked to close critical gaps in access to care, ensuring that community members have access to quality healthcare for preventative and acute needs. From the late 1980s through 2015, Health*First* was known as the Primary Care Center of the Lexington-Fayette County Health Department. In 2015, it became an independent organization under the name Health*First* Bluegrass. Today, Health*First* cares for more than 23,000 active patients and operates 16 locations throughout the greater Lexington area.

The Community Paramedicine program started in 2018 as an initiative to support LFUCG Division of Fire and Emergency Services by responding to calls for non-emergencies or post-acute crisis management. The program has responded to over 45,000 calls in 2024, decreasing emergency service runs by 6% annually.

The Parties intend that this initiative will provide essential support and expand community access to primary care services, ensuring timely treatment of non-emergent concerns. By doing so, it will help reduce the burden on emergency services while allowing patients to access appropriate healthcare for both acute issues and long-term needs, including preventive services and ongoing medical management.

Services To Be Provided by Health*First*

HealthFirst will review referrals from the Community Paramedicine Program to determine clinical appropriateness based on the patient's needs and HealthFirst's scope of services. This review will include assessment of acuity and care requirements. If appropriate, HealthFirst will schedule the patient and direct the Community Paramedicine team to the appropriate clinic. Services provided will include, as applicable, diagnosis and treatment for non-emergent acute conditions, as well as the establishment of ongoing care for medical, behavioral health, and dental needs. HealthFirst providers will, as needed based on the patient's condition, conduct evaluations, prescribe medications, make additional referrals, and deliver routine preventive services and laboratory testing.

While HealthFirst will review referrals for clinical appropriateness and offer services aligned with its scope of care, patients retain full autonomy in choosing their provider. Participation in services offered by HealthFirst is voluntary, and patients are not obligated to receive care through HealthFirst clinics. The Community Paramedicine Program will respect patient preferences and support access to alternative providers when requested.

Services To Be Provided by Community Paramedicine Program

Based on a Community Paramedicine Program provider's independent assessment, the Community Paramedicine Program will determine if the patient requires emergent or non-emergent services. If non-emergent services are needed, the Community Paramedicine Program will contact Health*First* for availability of care and transport the patient to available clinic location if the patient agrees.

Notice

Notices required pursuant to this Agreement shall be provided to the following:

To Health*First* Bluegrass, Inc:
Wayne Linscott, CEO
453 Southland Drive
Lexington, KY 40503

To Lexington-Fayette Urban County Government on behalf of Community Paramedicine
Mayor Linda Gorton
200 E. Main St.
Lexington, KY 40507

Term and Termination

a. This Agreement shall be effective for a one (1) year term effective the date of signing by both Parties.

b. This Agreement shall be reviewed and, as the Parties may determine, renewed each year at a minimum, or as needed should changes be requested by either Party prior to the year renewal. The Agreement shall automatically renew for additional successive one (1) year term unless terminated by either party prior to renewal.

c. Either Party may terminate this Agreement at any time by giving thirty (30) days' written notice to the other Party.

Compliance with Federal and State Laws Regarding Referrals

a. The Parties acknowledge and affirm that this Agreement is intended to fully comply with all applicable federal and state laws and regulations governing healthcare referrals and financial relationships, including but not limited to the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)) and the Physician Self-Referral Law (Stark Law, 42 U.S.C. § 1395nn). The Parties further represent that this arrangement is structured to meet applicable safe harbors under the Anti-Kickback Statute and exceptions under the Stark Law, including but not limited to the personal services and fair market value exceptions set forth at 42 CFR § 411.357 and 42 CFR § 1001.952.

b. No compensation of any kind shall be provided under this Agreement. The Parties expressly acknowledge that the arrangement does not involve any exchange of

remuneration and is not conditioned on, nor influenced by, the volume or value of referrals or other business generated between the Parties.

c. Each Party shall maintain independent clinical judgment in determining the appropriate care and provider for each patient. Participation in services offered under this Agreement is voluntary, and patients retain the right to choose their healthcare provider.

d. Each Party shall independently charge the patient or bill the patient's payor for the services provided by that Party. No claims will be assigned by one Party to the other by virtue of this MOA.

Compliance with Laws

a. Each Party shall comply with all applicable federal, state and municipal laws, ordinances and regulations.

b. Each Party respectively represents and warrants that they:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

ii. Are not presently debarred or excluded from participating in any federal or state health care program;

iii. Have not within a three (3) year period preceding the date hereof been convicted of or had a civil judgment rendered against any of 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;

iv. Have not within a three (3) year period preceding the date hereof of this Agreement had one or more public transactions (federal, state or local) terminated for cause or default; and

v. Have not been convicted of any crime arising from claims or other transactions, financial relationships, or financial dealings in connection with health care.

Compliance with HIPAA and Privacy and Security Laws

a. HIPAA Compliance. In the course of performing this Agreement, the parties may exchange information that may constitute protected health information ("PHI") pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Center shall execute the Business Associate Agreement ("BAA") attached hereto as Exhibit A and incorporated herein by reference. Once executed, the Parties' obligations with respect to PHI shall be governed by the BAA and not this Agreement, and the BAA shall supersede all prior business associate and data use agreements executed by the parties.

b. At all times, the parties shall: (i) maintain appropriate administrative, technical and physical safeguards in accordance with industry standards to protect the integrity and confidentiality of Confidential Information, to protect against anticipated threats or hazards to the security of Confidential Information, and to prevent unauthorized disclosure or use of Confidential Information; and (ii) immediately notify the other party in writing upon discovering or having reason to believe that any unauthorized disclosure or use of Confidential Information may have occurred.

c. In addition to the foregoing: (i) the parties must store all Confidential Information in accordance with all applicable privacy and data protection laws and regulations; and (ii) a party may not remove another party's Confidential Information from the disclosing party's premises other than in connection with routine back-up operations.

d. Each party acknowledges and agrees that irreparable injury to the other party may result in the event that either party violates the confidentiality obligations contained in this Section 4 and that the remedy at law for the breach of such obligations will be inadequate. Therefore, if either party engages in any act in violation of the provisions of this Section, the other party shall be entitled, in addition to such other remedies and damages as may be available to it by law or under this Agreement, to seek injunctive relief to enforce the provisions of this Section.

Non-Assignment

Neither party may assign or delegate its rights and duties under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the parties, their legal representatives, and their permitted successors and assigns.

Independent Contractor Status

Both parties are independent contractors and are not otherwise affiliated. Neither party is authorized or permitted to act as an agent of the other, nor shall the actions of one party be imputed to the other party.

Governing Law

This Agreement shall be construed and governed by the laws of the Commonwealth of Kentucky irrespective of its choice-of-law principles. Venue shall be the Fayette County Circuit Court, or in the Federal courts for the Eastern District of Kentucky. If any provision of this Agreement is found to be invalid or unenforceable by any court or other lawful forum, such prevision shall be infective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of this Agreement, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

Non-Exclusivity

This Agreement is non-exclusive, and either Party may enter into similar agreements with other providers for the facilitation of patient access to care.

SIGNATURE

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

Health*First* Bluegrass, Inc.

_____ Date: _____
Wayne Linscott
Chief Executive Office

Lexington-Fayette Urban County Government on behalf of Community Paramedicine

_____ Date: _____
Linda Gorton
Mayor

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (BAA) is entered into effective as of the ____ day of _____, 2025 (Effective Date), by and between Health*First* Bluegrass Inc., a Kentucky non-profit corporation (Covered Entity), and Lexington-Fayette Urban County Government on behalf of Community Paramedicine (Business Associate) (collectively, Parties).

RECITALS

WHEREAS, Business Associate provides services (Services) to Covered Entity as described in the attached services agreement, and Business Associate receives, has access to, or creates Protected Health Information (PHI) in order to provide those Services; and

WHEREAS, Covered Entity is subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated there under, as they may be amended from time to time; and

WHEREAS, HIPAA requires Covered Entity to enter into a written agreement with Business Associate to protect the privacy and security of PHI, and HIPAA prohibits the disclosure to or use of Protected Health Information by Business Associate if such an agreement is not in place; and

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Definitions**. Capitalized terms shall have the meaning given in this BAA. Capitalized terms used but not defined herein shall have the meaning given under HIPAA.

2. **Use and Disclosure of Protected Health Information**. Business Associate agrees that it will receive, access, protect, store, use, disclose, maintain, transmit, and return or destroy health information from Covered Entity that is protected by and otherwise subject to HIPAA (**Protected Health Information** or **PHI**) in accordance with the terms and conditions of this BAA.

Business Associate must have policies and procedures in place designed to detect, prevent, and mitigate improper disclosures of PHI, including through identity theft.

3. **Restrictions on Uses and Disclosures by Business Associate**. Business Associate may use PHI as necessary to carry out its contractual responsibilities to the Covered Entity. Business Associate will use and disclose PHI only as permitted or required by the terms of this BAA, only to the extent required to fulfill Business Associate's obligations, or as Required by Law (as such term is defined by HIPAA). Business Associate will not use or disclose PHI except as described herein without the prior written consent of the Covered Entity. Except as provided herein,

Business Associate shall not use or disclose PHI in any manner that would constitute a violation of HIPAA or Kentucky privacy laws if done by any Covered Entity. Notwithstanding anything to the contrary, Business Associate is not permitted to use PHI or de-identify or otherwise redact PHI and use or disclose such de-identified or redacted information for the benefit of any individual or entity other than the Covered Entity. Business Associate shall not disclose PHI to a health plan if Business Associate has received written notice from the patient or Covered Entity that the patient has properly made this special restriction per 45 C.F.R. Section 164.522, as amended from time to time.

4. **Minimum Necessary Use and Disclosure**. To the extent that Business Associate is permitted by this BAA to use, disclose, or request PHI, Business Associate will make all reasonable efforts to use, disclose, and request only the minimum amount of information necessary to perform or fulfill a specific function required or permitted under this BAA.

5. **Data Aggregation**. Upon the Covered Entity's prior written request, Business Associate may use and disclose PHI to conduct data aggregation services, as such services are defined by the HIPAA Regulations, that relate to health care operations of the Covered Entity.

6. **Access to and Amendment of PHI**. Consistent with HIPAA, Business Associate shall provide such reasonable assistance as the Covered Entity may request from time to time to comply with obligations relating to affording Individuals access to their PHI and allowing Individuals to amend their PHI. Unless the parties agree otherwise in writing, Business Associate shall not interact directly with patients or other such Individuals.

7. **Accounting of Disclosures**. Within ten (10) business days of receipt of a written request from the Covered Entity, Business Associate will provide the Covered Entity with an accounting of disclosures of PHI by Business Associate that is sufficient to satisfy the standards set forth in HIPAA concerning providing Individuals accountings of disclosures of their PHI. Business Associate shall retain all records and information as necessary to generate such an accounting of disclosures by Business Associate.

8. **Response to Direct Patient Requests for Access, Amendment, or Accounting**. In the event an Individual contacts Business Associate directly seeking to exercise his or her rights of access, amendment, or accounting under HIPAA or other applicable law, Business Associate will notify the Covered Entity of such request within five (5) business days of receipt and the parties will proceed as set forth in this BAA.

9. **Government Access**. Business Associate will make its internal practices, policies, books, contracts, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate or any agent or subcontractor of Business Associate on behalf of, the Covered Entity, available to the Secretary of the United States Department of Health and Human Services (**Secretary**), in a time and manner designated by the Secretary, for purposes of determining the Covered Entity's compliance with HIPAA. Upon receipt of a request for such access from the Secretary, Business Associate shall immediately notify the affected Covered Entity of the nature and scope of the request. Upon the request of the affected Covered Entity, Business Associate shall provide such Covered Entity (at such Covered Entity's cost) with a copy of all materials produced to the Secretary by Business Associate pursuant to such a request.

Legal Obligations to Disclose PHI. Should Business Associate believe that it has a legal obligation to disclose any PHI, including but not limited to a legal obligation pursuant to a subpoena, court order,

or governmental request, it will notify the Covered Entity as soon as reasonably practical after learning of such obligation, and in any event at least seven (7) calendar days prior to the proposed release, as to the nature and scope of the proposed release and the legal requirement pursuant to which it believes such release must occur. If the Covered Entity objects to the release of such PHI, such Covered Entity may exercise any legal rights or remedies it might have to object to the release of the PHI, and, if applicable, Business Associate agrees to provide reasonable assistance to such Covered Entity in connection therewith.

10. **Establishment of Safeguards by Business Associate**. Business Associate will establish, implement, and enforce appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this BAA. Without limiting the generality of the foregoing, Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains, or transmits under this BAA and in connection with the Services Agreement. Upon the request of the Covered Entity, Business Associate will review with the Covered Entity the safeguards established hereunder.[1]

11. **Business Associate's Obligations Related to Disclosures to Agents and Contractors**. Business Associate will ensure that any Business Associate agents or subcontractors that will have access to or the ability to use or disclose PHI shall agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such information. Business Associate shall further ensure that any such agents or subcontractors to whom Business Associate provides Electronic PHI agree to implement reasonable and appropriate safeguards to protect it.

12. **Privacy Violations and Security Incidents**. Within twenty-four (24) hours of discovering an unauthorized or illegal use or disclosure of PHI, or any Security Incident (as such term is defined in 45 C.F.R. § 164.304, as amended from time to time) involving Electronic PHI, (collectively, **Known Misuses**), Business Associate shall notify the Covered Entity of the Known Misuse. Business Associate will fully cooperate with the Covered Entity to cure any Known Misuse (to the extent such violations are able to be cured). Business Associate will take, or, in the event that the acts or omissions of an agent or subcontractor of Business Associate gave rise to the Known Misuse, will require its agent or subcontractor to take, commercially reasonable actions to mitigate any negative impact of any Known Misuse and to improve safeguards to prevent recurrence. Notwithstanding anything in this Agreement or in the Services Agreement to the contrary, Business Associate shall indemnify and hold harmless the Covered Entity from and against any and all reasonable costs (including without limitation attorney fees), claims, and damages (including without limitation civil monetary penalties) incurred by the Covered Entity arising from or relating to Known Misuses by Business Associate (including its agents, contractors, employees, and other workforce members) and such other privacy and security violations that result from the intentional or negligent acts and omissions of Business Associate (including its agents, contractors, employees, and other workforce members).

13. **Breach Notification**. In the event that Business Associate discovers that an incident has occurred that could reasonably be expected to constitute a Breach of Unsecured PHI, Business Associate shall, within twenty-four (24) hours of such discovery, notify the Covered Entity. Such notice shall be in writing and shall include the following information: a brief description of what

[1] Center should consider whether to include optional security safeguard language herein. For example, Business Associate is at minimum expected to encrypt any transmission of PHI via HHS approved encryption technologies, conduct and log regular security audits, and produce a written disaster recovery plan.

occurred, including: the date of the breach and the date of the discovery of the breach by Business Associate (including its agents, contractors, employees, and other workforce members), if known; a description of the types of Unsecured PHI that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); any steps individuals should take to protect themselves from potential harm resulting from the breach; a description of what the Business Associate is doing to investigate the breach, to mitigate harm to individuals, and to protect against further breaches; an estimate of the number of Individuals affected by the breach; a brief statement as to why Business Associate believes this activity was unauthorized; a description of the unauthorized individual(s) and/or entity(ies) to whom the information was disclosed or who otherwise obtained access to it; a statement as to whether the PHI was returned prior to access or use by the unauthorized individual or entity; and any other information that the Covered Entity may be required to include in notices to the affected Individuals under applicable state and federal law.

The breach notification shall be supplemented with additional information as the Business Associate receives it, especially regarding breach risk assessment and related reporting. Notwithstanding anything in this Agreement or in the Services Agreement to the contrary, Business Associate shall indemnify and hold harmless the Covered Entity from and against any and all reasonable costs (including without limitation attorney fees) incurred by the Covered Entity in fulfilling its obligations under state or federal breach notification laws, to the extent that the breach resulted from an intentional or negligent act or omission of Business Associate (including Business Associate's agents, contractors, employees, and other workforce members).

14. **Transactions**. As required by 45 C.F.R. § 162.923(c), as amended from time to time, to the extent that Business Associate will perform all or part of a Transaction on behalf of a Covered Entity, Business Associate shall (i) comply with all applicable requirements set forth in 45 C.F.R. part 162, and (ii) require any agent or subcontractor to comply with all applicable requirements set forth in 45 C.F.R. part 162, as amended from time to time. As required by 45 C.F.R. § 162.915, as amended from time to time, to the extent that Business Associate will serve as a Business Associate of a Covered Entity, Business Associate agrees not to do any of the following: unless the parties mutually agree otherwise: (i) change the definition, Data Condition, or use of a Data Element or Segment in a Standard; (ii) add any Data Elements or Segments to the Maximum Defined Data Set; (iii) use any code or Data Elements that are either marked "not used" in the Standard's Implementation Specification or are not in the Standard's Implementation Specification(s); or (iv) change the meaning or intent of the Standard's Implementation Specification(s). Business Associate will coordinate with the Covered Entity a mutually acceptable testing schedule for any applicable Transactions. Any capitalized term used and not otherwise defined herein shall have the meaning given to such term in the HIPAA Regulations.

15. **Termination for Material Breach of this BAA**. Notwithstanding anything to the contrary in the Services Agreement, Covered Entity may terminate the Services Agreement for cause in the event that Business Associate breaches a material term of this BAA. In this event, the Covered Entity reserves the right to report the breach to the Secretary.

16. **Effect of Termination or Expiration**. Promptly upon termination or expiration of the Services Agreement for any reason, Business Associate shall return to the Covered Entity (or, if so instructed by the Covered Entity, destroy) any PHI related to the Services Agreement which is in Business Associate's possession or control (including but not limited to PHI in the possession of an agent or subcontractor of Business Associate), including any copies thereof, whether in written form, electronic form, or otherwise. Any right or license Business Associate may have to

use the PHI at that time will terminate immediately upon the expiration or termination of the Services Agreement.

17. **Right, Title, and Interest in and to PHI**. As between the Covered Entity and Business Associate, the Covered Entity holds all right, title, and interest in and to the PHI, and Business Associate does not hold, and will not acquire by virtue of this BAA or by virtue of providing any services or goods to the Covered Entity, any right, title, or interest in or to the PHI or any portion thereof.

18. **Individuals Not Third Party Beneficiaries**. Individuals are not third party beneficiaries of this BAA.

19. **Privilege**. Notwithstanding anything in this BAA or the Services Agreement to the contrary, no attorney-client privilege, attorney work product protection, accountant-client privilege, or other such legal privilege or protection shall be deemed waived by Business Associate or the Covered Entity by virtue of this BAA.

20. **Headings**. Headings used in this BAA are for convenience only and are not intended to alter the meaning of the text of the provisions themselves.

21. **Notices**. Notices hereunder shall be provided to the parties as follows:

Health*First* Bluegrass: email wlinscott@healthfirstlex.com

Business Associate: email mayor@lexingtonky.gov

22. **Interpretation**. Any ambiguity in this BAA shall be resolved to permit the Covered Entity to comply with HIPAA. This BAA shall be construed such that the Covered Entity for whom or on whose behalf Business Associate provides services pursuant to the Services Agreement that involve PHI shall be entitled to the benefit of all terms of this BAA.

23. **Amendment**. The parties agree to take such action as is necessary to amend this BAA from time to time to allow for the Covered Entity to comply with the requirements of HIPAA and applicable federal and state privacy and security laws.

24. **Survival**. The obligations hereunder which by their nature are intended to survive the termination of this BAA shall survive, including but not limited to the respective rights and obligations of the parties related to the effect of termination or expiration set forth above and the terms concerning breach notification set forth above.

25. **Effect of Waiver**. No waiver of any provision herein shall constitute or be deemed to constitute a waiver of any other provision of this BAA, nor shall any waiver of any provision herein in a particular instance constitute or be deemed to constitute a waiver of such provision in any other or further instance.

26. **Rights and Remedies**. The Covered Entity shall have the right to enforce this BAA against Business Associate and shall be afforded all rights and remedies available hereunder. Further, each right, power, and remedy of each party, as provided for in this BAA or now or hereafter existing at law, in equity, by statute or otherwise, shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this BAA or in any other

document now or hereafter existing at law, in equity, by statute or otherwise. The exercise or beginning of the exercise by any party of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise by any party of any or all such other rights, powers, or remedies.

27. **Full Force and Effect**. Notwithstanding anything to the contrary, the privacy requirements of this BAA shall remain in full force and effect for as long as Business Associate retains, maintains, has access to, uses, discloses, or stores PHI.

28. **Counterparts**. This BAA may be signed in counterparts, and by each party on a different counterpart, but all such counterparts together shall constitute but one and the same instrument and, presuming execution and delivery hereof by each party, each such counterpart signed and delivered by a party against whom enforcement is sought shall (whether or not such counterpart shall have been signed by the other parties) be deemed to be an original instrument.

29. **Supplemental Nature of This BAA**. The parties acknowledge that this BAA is intended to supplement any and all other confidentiality or patient privacy-related obligations existing under the Services Agreement, under any other agreement, or under or applicable law.

Governing Law and Venue. This Agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the Commonwealth of Kentucky. All duties and obligations of the parties created hereunder are primarily performable in Fayette County, Kentucky, and Fayette County, Kentucky, shall be the sole and exclusive venue for any litigation, special proceeding or other proceeding between the parties that may be brought or arise out of or in connection with or by reason of this Agreement.

IN WITNESS WHEREOF, Covered Entity and Business Associate have caused this Agreement [or Addendum] to be executed as of the Effective Date.

"COVERED ENTITY"
Health*First* Bluegrass Inc.
a Kentucky non-profit corporation

By:_____Date:_____
Wayne Linscott
Chief Executive Officer

"BUSINESS ASSOCIATE"
Lexington-Fayette Urban County Government on behalf of Community Paramedicine
an Urban County Government

By: _____Date:_____
Linda Gorton
Mayor

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1160-25

File ID:	1160-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Traffic Engineering
				File Created:	12/11/2025
File Name:	Underground Utility Location Services			**Final Action:**	

Title: Authorization to execute an agreement (awarded pursuant to RFP No. 46-2025) with Davis H. Elliot Company, Inc. for underground utility locating services for the Div. of Traffic Engineering, relating to 811 Before U Dig requests, at a cost not to exceed $150,000 for an initial term of one year. Funds are budgeted. (L1160-25)(Neal/Albright)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Blue Sheet Memo - FID 1160-25.pdf, Davis Elliott RFP 46-2025.pdf, RFP Pkg 46-2025.pdf, Draft - Purchase of Services Agreement (RFP46-2025).pdf	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Felicia Arms	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 1160-25

Title

Authorization to execute an agreement (awarded pursuant to RFP No. 46-2025) with Davis H. Elliot Company, Inc. for underground utility locating services for the Div. of Traffic Engineering, relating to 811 Before U Dig requests, at a cost not to exceed $150,000 for an initial term of one year. Funds are budgeted. (L1160-25)(Neal/Albright)

Summary

Authorization to execute an agreement (awarded pursuant to RFP No. 46-2025) with Davis H. Elliot Company, Inc. for underground utility locating services for the Div. of Traffic Engineering, relating to 811 Before U Dig requests, at a cost not to exceed $150,000 for an initial term of one year. Funds are budgeted. (L1160-25)(Neal/Albright)

Budgetary Implications [select]: YES

Advance Document Review:

Law: YES (J. Todd Henning)
Risk Management: NO
Fully Budgeted [select]: YES
Account Number: 1136-303602-3601-71299 $130,000
1141-303602-3603-76101 $20,000
This Fiscal Year Impact: $150,000
Annual Impact: TBD
Project: N/A
Activity: N/A
Budget Reference: 2026
Current Balance: 1136-303602-3601-71299 $130,000.00
1141-303602-3603-76101 $268,312.30

MAYOR LINDA GORTON

LEXINGTON

JEFFERY NEAL
DIRECTOR
TRAFFIC ENGINEERING

TO: Mayor Linda Gorton
Urban County Council

FROM: _____
Jeffery Neal, Director
Division of Traffic Engineering

DATE: December 9, 2025

SUBJECT: Agreement for Underground Utility Locating Services

Request
Authorization to execute an agreement with Davis H. Elliot Company, Inc. for underground utility locating services.

Why are you requesting
The Division of Traffic Engineering is responsible for the maintenance and operation of over 100 miles of fiber optic cabling, 500 traffic signals/beacons, and 500 streetlights within Fayette County. As part of the Kentucky Underground Protection (811) requirements, we must respond to all Before U Dig (BUD) requests near LFUCG's underground facilities by marking underground facilities and/or providing a positive response via the 811.

The Division of Traffic Engineering issued RFP 46-2025 and received one (1) response. The Division has recommended Davis H. Elliot Company, Inc. to perform this service; the contract length is one (1) year and shall be terminated with at least thirty (30) days advance written notice from the organization per the purchase of service agreement.

What is the cost in this budget year and future budget years
The cost for this FY is: Up to $150,000
The cost for future FY is: Up to $150,000

Are the funds budgeted
Yes, funded in FY26 and requested in FY27

File Number: 1160-25

Director/Commissioner: Neal/Albright

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #46-2025 Underground Utility Location Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **December 1, 2025.** 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 supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

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

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

SELECTION CRITERIA:

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

1. Compliance with Requested Services. (40 Points)

2. Experience and past performance in similar services (20 Points)

3. Fees (40 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

AFFIDAVIT

Comes the Affiant, Jacob W. Green, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Jacob W. Green and he/she is the individual submitting the proposal or is the authorized representative of Davis H. Elliot Construction Company, Inc., the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

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

Further, Affiant sayeth naught.

Jacob W. Green, Vice President

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Jacob W. Green on this the 1st day of December, 2025.

My Commission expires: November 12th, 2029

NOTARY PUBLIC, STATE AT LARGE

STEPHANIE LEE ALLEN NOTARY PUBLIC STATE AT LARGE, KY ID KYNP40309 MY COMMISSION EXPIRES 11/12/2029

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

****

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

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

Bidders

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

Jeffrey R. Zellen, Vice President

Signature Jeffrey R. Zellen, Vice President

Davis H. Elliot Construction Company, Inc.

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Davis H. Elliot Construction Company, Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	73	71	2													71	2
Professionals	114	86	15	2	1	1					2		2	4	1	90	24
Superintendents																	
Supervisors																	
Foremen																	
semi skilled operatives ~~**Technicians**~~	279	195	3	38		3					1	23		16		275	4
Protective Service																	
Para-Professionals																	
Office/Clerical	102	39	56	1		2							1	1	2		
Skilled Craft	2560	2290	12	89	1	24		2		4	1	74		61	2	2544	16
Laborers (unskilled) ~~**Service/Maintenance**~~	183	154	17			2		1				2		6	1	165	18
Total:	3311	2829	108	130	2	32		3		4	3	102	4	88	6	3188	123

Prepared by: Jeffrey R. Zellen, Vice President **Date:** 12 / 1 / 2025

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF PROCUREMENT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise 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 (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
859-258-3323

Firm Submitting Proposal: Davis H. Elliot Construction Company, Inc.

Complete Address: 673 Blue Sky Parkway Lexington, KY 40509
Street City Zip

Contact Name: Julia Bellendir Title: Division Director

Telephone Number: 859-263-5148 X 2123 Fax Number: 859-263-5486

Email address: jbellendir@dhec.com

LEXINGTON

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) and a subgoal of twelve percent (12%) for Women 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.

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, 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.

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # RFP #46-2025 Underground Utility Location Services

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.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. None anticipated.				
2.				
3.				
4.				

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

Davis H. Elliot Construction Company, Inc.
Company

Company Representative

12/1/2025
Date

Jacob W. Green, Vice President
Title

LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # RFP #46-2025 Underground Utility Location Services

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

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. Form acknowledged. Not applicable at this time.					
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.

Davis H. Elliot Construction Company, Inc.
Company

Company Representative

12/1/2025
Date

Jacob W. Green, Vice President
Title

LEXINGTON

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:

1. 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.

2. 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-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, 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, VOSBs 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:	Davis H. Elliot Construction Company, Inc.	**Date:**	12/1/2025
Project Name:	Underground Utility Location Services	**Project Number:**	RFP #46-2025
Contact Name:	Julia Bellendir	**Telephone:**	859-263-5148 X 2123
Email:	jbellendir@dhec.com		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-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, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☑

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status. See attached diversity supplier statement.

Click or tap here to enter text.

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

Yes ☐ No ☑

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. Click or tap here to enter text.

Bidder can 100% self-perform.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

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:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ 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 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 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.

Subcontractors not anticipated - Bidder can 100% self-perform.

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.

Click or tap here to enter text.

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.

Davis H. Elliot Construction Company, Inc.	
Company	**Company Representative**
12/1/2025	Jacob W. Green, Vice President
Date	**Title**

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 IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked “modifications of proposal”.

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

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

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

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

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

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

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

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

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

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

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

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



Signature Jeffrey R. Zellen, Vice President

12/1/2025

Date

RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

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

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

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

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

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

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

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

c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00548704

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

REQUEST FOR PROPOSAL

Underground Utility Locating Services

A. Purpose

The Lexington-Fayette Urban County Government LFUCG is soliciting proposals from interested and qualified service providers for locating underground utilities owned and operated by the LFUCG-TRAFFIC ENG to include traffic signals, fiber optics and streetlighting electrical circuits in certain areas of Lexington.

B. Overview

In order for the LFUCG- TRAFFIC ENG to serve approximately 500,000 daily travelers within the services boundary the Division of Traffic Engineering (Division) operates and maintains approximately 500 traffic signals/beacons, 125 miles of above and below-ground fiber optic cable, and 500 streetlights with underground electric feeds.

C. Scope of Services

Contractor will receive facility locate requests directly from KY811 One-Call Center and manage the entire locating process for LFUCG- TRAFFIC ENG. Contractor shall furnish all labor, supervision, tools, materials, paint, flags naming LFUCG- TRAFFIC ENG and contractor phone number, equipment including devices compatible with the existing communication systems used by the KY811 One-Call Center and transportation to perform Underground Facilities Locating and Marking services, as requested by LFUCG-TRAFFIC ENG and the KY811 One-Call Center , for a one year period in accordance with the following specifications:

1. To respond to all KY811 excavation notices directed to LFUCG- TRAFFIC ENG through the KY811 One-Call Center in accordance with current State Laws.

2. Provide sufficient qualified staff, equipment and supplies to perform the duties outlined in this Request for Proposal.

3. Receive and record locate requests from the One-Call center during normal business hours of the One-Call center and respond within the required time frame.

4. Receive and record emergency locate requests during normal and after business hours and respond within two hours of the original call.

5. Digitally photograph all completed locate requests to include current site conditions.

6. Provide LFUCG- TRAFFIC ENG direct access to Contractor's ticket management system by way of a customer portal using internet access with the ability to view:

    a. All tickets that are received "Real-Time" as tickets are received through the KY811 One-Call system on LFUCG- TRAFFIC ENG's behalf

b. If the locate is still open or completed

c. All post locate photos to be attached to ticket number and viewable the same day locate is completed

d. All archived LFUCG- TRAFFIC ENG's KY811 completed ticket information and post locate photos

7. Retain and safeguard the LFUCG- TRAFFIC ENG location maps and records. Records shall not be disclosed or made available to any person not approved by the LFUCG- TRAFFIC ENG.

8. Obtain all licenses, permits, inspections and other authorizations required for Contractor's performance of the Services within Lexington.

9. Provide all circuits and equipment required to receive requests directly from the KY811 One-Call Center.

10. Normal business hours are between the hours of 7:00 a.m. through 5:00 p.m. Monday through Friday, except for holidays observed by the KY811 One-Call Center and weekends. Contractors' administrative responsibility shall include, but not be limited to, receipt, recording, dispatching, reporting, monitoring and closing out of Notice of Excavation

11. Complete the requirements of a Normal Locate Request as outlined in the KY811 requirements.

12. Receive and respond to Emergency Locate Requests within two (2) hours of receipt by Contractor or as allowed by KY811 requirements.

13. When the Underground Facility is "Identifiable, but Un-locatable", Contractor must contact Owner to determine the next course of action.

14. If no course of action is successful, Contractor shall notify the Excavator of the presence of any "Identified, but Un-locatable" Facilities of LFUCG- TRAFFIC ENG and shall caution the Excavator that any location information supplied may not be within the scope of the definition of Reasonable Accuracy.

15. Contractor shall at all times afford LFUCG- TRAFFIC ENG access to any and every part of the Services so as to enable them to inspect and ensure that the Services being performed conform to the terms of the Agreement.

16. Contractor to respond to all KY811 locate request locations and leave a positive response that the locating company has responded on the LFUCG- TRAFFIC ENG's behalf. Post locate photo of worksite and positive response left.

LFUCG- TRAFFIC ENG Responsibilities:

1. Provide maps and data in an electronic format at no charge to Contractor. ESRI files are available along with AutoCAD and PDF files for supplemental information.

2. Provide sufficient copies and updates of the maps and diagrams of LFUCG- TRAFFIC ENG's Underground Facilities for all Excavation Sites. The maps and diagrams in electronic format will reflect the most current information available to LFUCG- TRAFFIC ENG.

3. Work with Contractor to arrange for the KY811 One-Call Center to send all Locate Requests directly to Contractor.

4. Responsible for all other contractual and cost obligations from the KY811 One-Call Center.

5. Work with the Contractor to resolve discrepancies between mapping and actual facility locations to improve accuracy.

6. Provide access to signal cabinets and junction boxes as necessary to facilitate accurate underground location services.

D. System Information

LFUCG- TRAFFIC ENG is a member of the KY811One-Call system and currently using the primary and sub member codes listed below:

2022 Annual Estimates		
Utility	Submissions	Code
Signals	4,440	KY-LFUGT01
Fiber Optics	4,700	KY-LFUCG- TRAFFIC ENGF01
Electric	400	KY-LFUGE01
Grand Total	9,540	

E. Selection Criteria

Selection criteria will be as follows:

1. Compliance with Requested Services. (40 Points)

2. Experience and past performance in similar services (20 Points)

3. Fees (40 Points)

LFUCG- TRAFFIC ENG
PRICING PROPOSAL

Company: Davis H. Elliot Construction Company, Inc.

Note: Quantities shown are estimates only to help determine annual costs for each service provider.

Traffic Signals

Item	Proposed Pricing	Quantity	Extended
Per KY811 Ticket	$15.75	4,500	$70,875.00
Projects Per 1/4 Hour (After 30 minutes)	$13.00	100	$1,300.00
Per Emergency Ticket	$25.00	140	$3,500.00
Non-At Fault Damage Investigations	$84.00	10	$840.00
	$		$
	Total		$76,515.00

Fiber Optic

Item	Proposed Pricing	Quantity	Extended
Per KY811 Ticket	$15.75	4,800	$75,600.00
Projects Per 1/4 Hour (After 30 minutes)	$13.00	100	$1,300.00
Per Emergency Ticket	$25.00	150	$3,750
Non-At Fault Damage Investigations	$84.00	8	$672.00
	$		$
	Total		$81,322.00

Streetlighting

Item	Proposed Pricing	Quantity	Extended
Per KY811 Ticket	$15.75	450	$7,087.50
Projects Per 1/4 Hour (After 30 minutes)	$13.00	100	$1,300.00
Per Emergency Ticket	$25.00	8	$200.00
Non-At Fault Damage Investigations	$84.00	2	$168.00
	$		$
	Total		$8,755.50

At-Fault Damage Total Restoration Limit, per Occurrence: $ $5,500.00

***Vendors should describe how single 811 tickets with more than one type of facility to mark are priced. Example: Vine Street @ Rose Street will have traffic signal wires, fiber optic cable, and streetlight circuits all belonging to LFUCG- TRAFFIC ENG Division of Traffic Engineering. What will be the charges for this or similar location?**

Davis H. Elliot Construction Company, Inc. shall offer a 45% discount on each ticket pricing when more than one service is present.

Affirmative Action Plan

2024-2025

Davis H. Elliot is an electrical contractor with approximately 3,100 employees. Our primary services include the construction and maintenance of overhead and underground distribution lines for investor-owned utilities, municipalities, and cooperatives.

Our current workforce in Kentucky, which stands at approximately 1,125 employees, includes 38 minorities, representing 3.4% of our total workforce. This is a significant improvement from the 15 minorities reported in 2022, and we are committed to further increasing our diversity to better reflect the communities around us. In the past two years, we have added 29 female workers to our payroll, doubling our female employee count from 2022.

To achieve success, we believe in establishing clear goals, communicating them effectively, and tracking our performance against those targets. Given the nature of our business, it is challenging to predict growth in any specific geographic market since utility contracts often have no volume guarantees, and we also bid on individual projects.

For planning purposes, we assume our Kentucky workforce will remain at its current level for the period 2024–2025. Based on historical trends, we project annual turnover as follows:

- 5% in Officials and Managers and Professional categories
- 10% in Clerical positions
- 20% in skilled positions
- 30% in semi-skilled positions
- 50% in entry-level laborer positions

Based on our projections, we anticipate over 700 job openings over the next four years, starting in 2025. Our specific goal is to hire at least 35 minorities by the end of 2029, which will contribute to a more representative workforce.

At Davis H. Elliot, we are unwavering in our commitment to addressing the underrepresentation of minorities and increasing the representation of females in Kentucky. We actively promote job openings through job fairs, local high schools, and lineman/trade schools. While we have made progress in minority hiring, we also recognize the importance of internal growth.

Sincerely,



Clint Lester
Director, HR & Risk

DAVIS H. ELLIOT COMPANY, INC.
673 Blue Sky Parkway, Lexington, Kentucky 40509

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

It has been and will continue to be a fundamental policy of Davis H. Elliot Company, Inc. (the "Company"), not to discriminate on the basis of race, color, religion, sex, national origin, age, disability, status as a Vietnam era veteran, special disabled veteran, recently separated veteran, other protected veteran, or any other status or condition protected by applicable federal, state or local law, with respect to recruitment, hiring, training, promotion, and other terms and conditions of employment.

Effective implementation and continuing administration of this policy will be the direct responsibility of this office. Clint Lester has been appointed as Affirmative Action Administrator with responsibilities to maintain and implement our Affirmative Action Plan and to ensure that the coordination, direction and review of equal employment opportunity policies, practices and programs is accomplished. Clint Lester will also be responsible for making reports to senior company management on our equal employment efforts on a periodic and continuing basis.

All supervisory personnel should make special efforts to assure that all employees reporting to them understand and effectively implement the policy. Supervisory employees will be evaluated on their adherence and commitment to our policy.

The Company does not condone and will not tolerate the harassment of any employee placed through our affirmative action efforts. Complaints of harassment of any type should be brought to the attention of Clint Lester or the President/CEO. Further, all complaints of discriminatory treatment in violation of this policy should be brought to the attention of Clint Lester or President/CEO so that an internal investigation may be undertaken.

We must all realize that it is the responsibility of each and every employee of Davis H. Elliot to give our policy of equal employment opportunity real meaning and full support.

David Haskins
President/CEO

Clint Lester
Human Resources Director

Davis H. Elliot Construction Company, Inc.
673 Blue Sky Parkway
Lexington, KY 40509
Phone: 859-263-5148
Fax: 859-263-5486
www.dhec.com

Davis H. Elliot Construction Company, Inc.

Subcontractor and Supplier Diversity and Inclusion Policy

Mission Statement

The Davis H. Elliot Company, Inc. (Elliot) strives to create an environment that promotes meaningful business opportunities, showcase viable M/W/DBE firm capabilities, build productive partnerships and exercise effective program management, targeted towards successful integration of M/W/DBE firms within the business structure of the Markets where we work.

The vast majority of Elliot's work is self-performed. Our diversity plan includes looking at every "non-labor" component of our cost structure to employ the use of diverse suppliers which will add value without unnecessary cost burden that would increase our cost of service to the Customer. Attached is a current listing of 2nd Tier Diverse Suppliers which Elliot utilizes. Elliot actively seeks opportunities to support disadvantaged and diverse subcontractors. We advertise, recruit, and otherwise encourage participation when project scope and constraints make subcontracting possible. Elliot maintains a list of suppliers, labor and equipment subcontractors, and specialized service providers in order to maximize our diversity participation.

Disabled, Minority and Women Business Enterprises

The Davis H. Elliot Company strives to maintain an environment that values a diverse supplier base. We believe that by taking the initiative in seeking qualified suppliers, creating, and increasing alliances with and purchasing from M/W/DBEs, and including our customers and consumers in our purchasing strategy, will help build thriving local communities and generate long-term growth, as well as a competitive advantage for us. We do this by offering the greatest possible opportunities for minority and women-owned businesses to contribute as suppliers, contractors, and sub-contractors in our business.

Davis H. Elliot Construction Company, Inc.
673 Blue Sky Parkway
Lexington, KY 40509
Phone: 859-263-5148
Fax: 859-263-5486
www.dhec.com

Diverse Suppliers:

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2nd Tier Diverse Suppliers

Type of Work	Name of Subcontractor	Classification
Materials	ALH Construction	WBE
Auto Supplies	Baltimore Auto Supply	WBE
Materials	Bluegrass Contracting	VET
Catering	Blume's Catering	MBE
Materials	Captain Construction and Concrete	MBE
Auto Supplies	CBY Enterprises, Inc. (Tire & Tyre Co., LLC.)	MBE
Electrical services	Delta Utility Services, Inc.	WBE
Labor and equipment rental	Eco-Battery	MBE
Materials	Fox Engineering	MBE
Equipment rental	GDM	MBE
Safety consulting	Glenn Smith	WBE
Electrical supply	Gould Electric	MBE
Waste management	Hall Enterprises (dba Logistics Planning Services)	WBE
Traffic Control	Highway Safety Inc.	WBE
Office furniture	Hurst Office Suppliers	WBE
Lodging	Innovative Solutions	WBE
Landscaping	Kimberly Inc.	WBE
Rubber gloves & sleeves	Kinmar	WBE
Equipment rental	Lorenzo Construction Co, LLC	MBE
Materials	Lyndco Inc.	WBE
Security services	Mid-Atlantic Security Agency	MBE
Janitorial services	My Cleaning Service	MBE
Electrical supply	Old Dominion Electric Supply	MBE
Pavement marking	Payne's Parking Designs	MBE
Heating oil	Phoenix Petroleum	MBE
Electrical supply	Precision Contracting	WBE
Office supplies	Rudolph's Office & Computer	WBE
Traffic Control	Safety Caution Equipment	MBE
Materials	ShePaul Enterprises	MBE
Traffic Control	Superior Pavement Markings, Inc.	MBE
Traffic signs	TKM, Inc.	WBE
Equipment rental	TNE Global	MBE
Materials	Toni Levy & Associates (DBA Levy's Construction Building)	MBE
Electrical services	Tucker Construction Group Inc.	MBE
Electrical supply	United American Supply LLC	MBE
Delivery Svcs./Hauling/Fuel/ Equipment rental/Lodging	Xpress Management Solutions	MBE
Delivery Svcs.	Xpress Solutions	MBE

ELLIOT
Electrical Excellence

May 14, 2025

Evidence of Authority to Sign – Davis H. Elliot Construction Company, Inc.

This letter serves to certify that the individuals listed below are officers of Davis H. Elliot Construction Company, Inc. and that they have the authority to execute and enter into bids, contracts, bonds, affidavits, and any ancillary documents on behalf of the Company.

David S. Haskins, President – Chief Executive Officer
Brian T. Briley, Executive Vice President
Brian L. Sarrett, Senior Vice President
Reather Keith Simpson, Senior Vice President
Tyler S. Haskins, Senior Vice President
Scott A. Navis, Vice President - Chief Financial Officer, Secretary and Treasurer
Kenneth D. Keener Jr., Vice President - Operations Services
Robert M. Scott, Vice President – Financial Services
Donald R. Adkins, Vice President – Safety and Training
Robert W. Fronk, Jr., Vice President - Information Technology
John C. Haskins, Vice President – Region Director
Jacob W. Green – Vice President
Jeffrey R. Zellen – Vice President
Bryan M. Dowell, Vice President - Studio46 Media
James R. Kemper, Vice President

Sincerely,

Scott A. Navis
Vice President - Chief Financial Officer, Secretary and Treasurer

Davis H. Elliot Company, Inc.
P.O. Box 12108, Lexington, KY 40580 • 673 Blue Sky Parkway, Lexington, KY 40509
Phone: (859) 263-5148 • Fax: (859) 263-5486 • www.dhec.com

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #46-2025 Underground Utility Location Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **December 1, 2025.** 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 supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

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

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

SELECTION CRITERIA:

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

1. Compliance with Requested Services. (40 Points)

2. Experience and past performance in similar services (20 Points)

3. Fees (40 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

AFFIDAVIT

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

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of_____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

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

Further, Affiant sayeth naught.

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 20__.

My Commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

****

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

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

Bidders

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

_____ _____

Signature *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	**Total**	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		**Total**	
		M	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: _____Date: _____/_____/_____

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF PROCUREMENT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

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) and a subgoal of twelve percent (12%) for Women 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, 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
859-258-3323

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

LEXINGTON

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) and a subgoal of twelve percent (12%) for Women 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.

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, 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.

LEXINGTON

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

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

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

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

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

LEXINGTON

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

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

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.

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

LEXINGTON

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:

1. 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.

2. 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-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, 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, VOSBs 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 Number:**	
Contact Name:		**Telephone:**	
Email:			

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-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, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☐

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

Click or tap here to enter text.

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

Yes ☐ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. Click or tap here to enter text.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

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:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ 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 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 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.

Click or tap here to enter text.

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.

Company	**Company Representative**
Date	**Title**

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 IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked “modifications of proposal”.

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

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

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

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

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

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

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

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

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

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

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

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

_____ _____

Signature Date

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

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

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

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

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

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

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

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

c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00548704

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

REQUEST FOR PROPOSAL

Underground Utility Locating Services

A. Purpose

The Lexington-Fayette Urban County Government LFUCG is soliciting proposals from interested and qualified service providers for locating underground utilities owned and operated by the LFUCG-TRAFFIC ENG to include traffic signals, fiber optics and streetlighting electrical circuits in certain areas of Lexington.

B. Overview

In order for the LFUCG- TRAFFIC ENG to serve approximately 500,000 daily travelers within the services boundary the Division of Traffic Engineering (Division) operates and maintains approximately 500 traffic signals/beacons, 125 miles of above and below-ground fiber optic cable, and 500 streetlights with underground electric feeds.

C. Scope of Services

Contractor will receive facility locate requests directly from KY811 One-Call Center and manage the entire locating process for LFUCG- TRAFFIC ENG. Contractor shall furnish all labor, supervision, tools, materials, paint, flags naming LFUCG- TRAFFIC ENG and contractor phone number, equipment including devices compatible with the existing communication systems used by the KY811 One-Call Center and transportation to perform Underground Facilities Locating and Marking services, as requested by LFUCG-TRAFFIC ENG and the KY811 One-Call Center , for a one year period in accordance with the following specifications:

1. To respond to all KY811 excavation notices directed to LFUCG- TRAFFIC ENG through the KY811 One-Call Center in accordance with current State Laws.

2. Provide sufficient qualified staff, equipment and supplies to perform the duties outlined in this Request for Proposal.

3. Receive and record locate requests from the One-Call center during normal business hours of the One-Call center and respond within the required time frame.

4. Receive and record emergency locate requests during normal and after business hours and respond within two hours of the original call.

5. Digitally photograph all completed locate requests to include current site conditions.

6. Provide LFUCG- TRAFFIC ENG direct access to Contractor's ticket management system by way of a customer portal using internet access with the ability to view:

    a. All tickets that are received "Real-Time" as tickets are received through the KY811 One-Call system on LFUCG- TRAFFIC ENG's behalf

b. If the locate is still open or completed

c. All post locate photos to be attached to ticket number and viewable the same day locate is completed

d. All archived LFUCG- TRAFFIC ENG's KY811 completed ticket information and post locate photos

7. Retain and safeguard the LFUCG- TRAFFIC ENG location maps and records. Records shall not be disclosed or made available to any person not approved by the LFUCG- TRAFFIC ENG.

8. Obtain all licenses, permits, inspections and other authorizations required for Contractor's performance of the Services within Lexington.

9. Provide all circuits and equipment required to receive requests directly from the KY811 One-Call Center.

10. Normal business hours are between the hours of 7:00 a.m. through 5:00 p.m. Monday through Friday, except for holidays observed by the KY811 One-Call Center and weekends. Contractors' administrative responsibility shall include, but not be limited to, receipt, recording, dispatching, reporting, monitoring and closing out of Notice of Excavation

11. Complete the requirements of a Normal Locate Request as outlined in the KY811 requirements.

12. Receive and respond to Emergency Locate Requests within two (2) hours of receipt by Contractor or as allowed by KY811 requirements.

13. When the Underground Facility is "Identifiable, but Un-locatable", Contractor must contact Owner to determine the next course of action.

14. If no course of action is successful, Contractor shall notify the Excavator of the presence of any "Identified, but Un-locatable" Facilities of LFUCG- TRAFFIC ENG and shall caution the Excavator that any location information supplied may not be within the scope of the definition of Reasonable Accuracy.

15. Contractor shall at all times afford LFUCG- TRAFFIC ENG access to any and every part of the Services so as to enable them to inspect and ensure that the Services being performed conform to the terms of the Agreement.

16. Contractor to respond to all KY811 locate request locations and leave a positive response that the locating company has responded on the LFUCG- TRAFFIC ENG's behalf. Post locate photo of worksite and positive response left.

LFUCG- TRAFFIC ENG Responsibilities:

1. Provide maps and data in an electronic format at no charge to Contractor. ESRI files are available along with AutoCAD and PDF files for supplemental information.

2. Provide sufficient copies and updates of the maps and diagrams of LFUCG- TRAFFIC ENG's Underground Facilities for all Excavation Sites. The maps and diagrams in electronic format will reflect the most current information available to LFUCG- TRAFFIC ENG.

3. Work with Contractor to arrange for the KY811 One-Call Center to send all Locate Requests directly to Contractor.

4. Responsible for all other contractual and cost obligations from the KY811 One-Call Center.

5. Work with the Contractor to resolve discrepancies between mapping and actual facility locations to improve accuracy.

6. Provide access to signal cabinets and junction boxes as necessary to facilitate accurate underground location services.

D. System Information

LFUCG- TRAFFIC ENG is a member of the KY811One-Call system and currently using the primary and sub member codes listed below:

2022 Annual Estimates		
Utility	Submissions	Code
Signals	4,440	KY-LFUGT01
Fiber Optics	4,700	KY-LFUCG- TRAFFIC ENGF01
Electric	400	KY-LFUGE01
Grand Total	9,540	

E. Selection Criteria

Selection criteria will be as follows:

1. Compliance with Requested Services. (40 Points)

2. Experience and past performance in similar services (20 Points)

3. Fees (40 Points)

LFUCG- TRAFFIC ENG
PRICING PROPOSAL

Company: _____

Note: Quantities shown are estimates only to help determine annual costs for each service provider.

Traffic Signals

Item	Proposed Pricing	Quantity	Extended
Per KY811 Ticket	$	4,500	$
Projects Per 1/4 Hour (After 30 minutes)	$	100	$
Per Emergency Ticket	$	140	$
Non-At Fault Damage Investigations	$	10	$
	$		$
	Total		$

Fiber Optic

Item	Proposed Pricing	Quantity	Extended
Per KY811 Ticket	$	4,800	$
Projects Per 1/4 Hour (After 30 minutes)	$	100	$
Per Emergency Ticket	$	150	$
Non-At Fault Damage Investigations	$	8	$
	$		$
	Total		$

Streetlighting

Item	Proposed Pricing	Quantity	Extended
Per KY811 Ticket	$	450	$
Projects Per 1/4 Hour (After 30 minutes)	$	100	$
Per Emergency Ticket	$	8	$
Non-At Fault Damage Investigations	$	2	$
	$		$
	Total		$

At-Fault Damage Total Restoration Limit, per Occurrence: $_____

***Vendors should describe how single 811 tickets with more than one type of facility to mark are priced. Example: Vine Street @ Rose Street will have traffic signal wires, fiber optic cable, and streetlight circuits all belonging to LFUCG- TRAFFIC ENG Division of Traffic Engineering. What will be the charges for this or similar location?**

_____

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the **22nd day of January 2026** by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **Davis H. Elliot Construction Company, Inc.**, a Virginia corporation, ("Organization") with offices located at 673 Blue Sky Parkway, Lexington, KY 40509.

W I T N E S S E T H

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

1. **EFFECTIVE DATE; TERM**. This Agreement shall commence on January 22, 2026, and shall last for a period of **one year** unless terminated by LFUCG at an earlier time.

2. **RELATED DOCUMENTS.** This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

   a. Exhibit "A" – LFUCG RFP Document
   b. Exhibit "B" – Consultant Proposal

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

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

4. **PAYMENT.**
   LFUCG shall pay Organization a total amount not to exceed dollars ($150,000) for the performance of the Services. Payments shall be made monthly for expenditures the Organization actually incurred, only after receipt of monthly invoices. Funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise, any travel or other expenses are included in the above payment.

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

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

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

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

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

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

6. **REPORTING.**
Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG. Reports shall be itemized by the different services types as defined by **RFP-46-2025**.

7. **REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN.**
Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by 3 Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

8. **INSURANCE; INDEMNITY.**
The risk management provisions of **RFP No. 46-2025** are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to the LFUCG as required therein.

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

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

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

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

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

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

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

14. **INVESTMENT.**
Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

15. **NO ASSIGNMENT.**
Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

16. **NO THIRD PARTY RIGHTS.**
This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

17. **KENTUCKY LAW AND VENUE**
This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

18. **AMENDMENTS.**
By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

19. **NOTICE.**
Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:
Davis H. Elliot Construction Company, Inc.
673 Blue Sky Parkway
Lexington, KY 40509

For Government:
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Director Jeffery Neal

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
CLERK OF THE URBAN COUNTY COUNCIL

DAVIS H. ELLIOT CONSTRUCTION
COMPANY, INC.

BY:_____

ATTEST:

_____

DATE:_____