

# **Lexington-Fayette Urban County Government**

*200 E. Main St  
Lexington, KY 40507*



## **Docket**

**Tuesday, January 20, 2026**

**3:00 PM**

**Packet**

**Council Chamber**

**Urban County Council Work Session**

**I. Public Comment - Issues on Agenda****II. Requested Rezoning/ Docket Approval****III. Approval of Summary**

a        [0063-26](#)        Table of Motions: Council Work Session, January 13, 2026

Attachments:   [TOM 011326](#)

**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        [0058-26](#)        Council Capital Projects, January 20, 2026

Attachments:   [Capital List 1.20.26](#)

b        [0064-26](#)        Summary:   General   Government   and   Planning   Committee,  
December 2, 2025

Attachments:   [12.2.25 GGP Summary](#)  
[LPGMP GGP approved draft](#)

**XI. Council Reports****XII. Public Comment - Issues Not on Agenda****XIII. Adjournment**



**Administrative Synopsis - New Business Items**

- a      **0014-26**      Authorization to accept the Participating Addendum NASPO Value Point Agreement with Safariland LLC to establish a price contract for Body Armor and Ballistic Resistant Products. The Lexington Police Department utilizes Body Armor and Ballistic Resistant Products within the scope of their work and the products are of vital importance in keeping officers safe and free from injury. Total cost of \$43,000 for FY 2026. Funds are Budgeted. (L0014-25) (Slatin/Hensley)
- Attachments:*    [BlueSheet Memo](#)  
                         [NASPO 198469 Master Agreement](#)  
                         [SAFARILAND NASPO VP Price List - Effective 11.11.2025 V1](#)  
                         [Lexington-Fayette Urban County Government Safariland Participating Adder](#)
- b      **0029-26**      Authorization to enter into a Release of Claims Against LFUCG to allow the Lexington Police Department to release retired Canine Echo to Officer Patrick Murray. No budgetary impact. (L0029-26) (Weathers/Armstrong)
- Attachments:*    [Cover Memo - Release of Claims Agreement - Canine Echo.pdf](#)  
                         [Release of All Claims - Canine Echo.pdf](#)  
                         [FA-9 CANINE - ECHO.pdf](#)  
                         [Retirement Memo - Canine Echo.docx](#)
- c      **0032-26**      Authorization to execute the necessary documents to extend current software licensing agreement for an additional 18 month term ending June 30, 2027 with Vermont Systems for RecTrac and WebTrac applications that support online booking and management software for Parks & Recreation activities, and further authorize the execution of any future documents, including annual renewals for successive 12-month periods, necessary for the operation, support, or maintenance of the same, subject to the appropriation of sufficient funds. At a cost of \$30,000 for FY 2026 and \$60,000 for FY 2027. Funds are budgeted. (L0032-26)(Stewart/Rodgers)
- Attachments:*    [Bluesheet Memo Vermont Systems 11 24 25](#)  
                         [KYLexington Fayette Urban County and Vermont Systems Service Agreemen](#)
- d      **0040-26**      Authorization to execute an agreement with Tetra Tech Inc. for the North Elkhorn PS WWS Tank NE-1 design and construction administration services, pursuant to RFP #38-2025. This is for the construction of a new pumpstation which will accept gravity flow from two pumpstations that will be eliminated in the future. The cost

of services is \$1,495,000.00. Budget amendment in process. (L0040-26)(Martin/Albright)

**Attachments:** [Tetra Tech-Contract](#)

[NE WWS map](#)

[RESO 0040-26 Tetra Tech Inc. DesignConstruction Administration Services 4](#)

- e      **0041-26**      Authorization to execute a 36-month Agreement with Lynn Imaging to lease the HP DesignJet T2600 plotter for the Commissioner of General Services Administration. At a cost of \$960 for FY26. Funds are budgeted. (L0041-26)(Ford)

**Attachments:** [MEMO Lynn Imaging Plotter Lease.docx](#)

[Lynn Imaging Contract # 12579 HP T2600 Plotter.pdf](#)

- f      **0042-26**      Authorization to execute Change Order No. 2 to the consultant services agreement with GRW Engineers Inc. for professional design services of the Division of Water Quality Headquarters and Operations Facility Renovation and Refit Project (Contract #48-2024), increasing the contract amount by the sum of \$64,353, from \$443,965 to \$508,318. The increase covers additional construction administration oversight as well as additional design fees relating to conflicts with KYTC US 27 Railroad Bridge replacement. Funds are budgeted. (L0042-26)(Dugas/Albright)

**Attachments:** [Blue Sheet Memo - CO2.pdf](#)

[Change Order 2 Details Form.pdf](#)

[GRW CO2.pdf](#)

[RESO 0042-26 Change Order #2 GRW DWQ Headquarters and Operations 4](#)

- g      **0047-26**      Authorization to amend the Addendum attached to the Purchase of Service Agreement with Lexington-Fayette Animal Care and Control, LLC to add the enforcement of certain provisions of the Lexington-Fayette County Code of Ordinances: Section 4-13 prohibiting the sale of dogs and cats by retail pet stores and Section 4-13.1 prohibiting the sale of dogs and cats in public places. No budgetary impact. (L0047-26)(Armstrong)

**Attachments:** [Blue Sheet - First Amendment to Purchase of Service Agreement with Lexington-Fayette Animal Care and Control, LLC](#)

[Amendment to LFACC K 2026 4917-5420-7874 v.1](#)

[Purchase of Service Agreement 10-13-2025](#)

[0047-26- Amendment to PSA for FCACC 4902-4621-2232 v.1.docx](#)

- h      **0048-26**      Authorization to execute a catering contract with Hyatt Regency Lexington to provide space, AV equipment, and catering for the annual Senior Intern Alumni Luncheon on Friday, June 5, 2026. Required minimum cost is \$5,000. Total cost not to exceed \$8,000

depending on number of attendees. Funds are budgeted.  
(L0048-26)(Stambaugh/Allen-Bryant)

**Attachments:** [Bluesheet Memo - Hyatt Agreement Sr Intern Luncheon, kab signed.pdf](#)  
[Hyatt CONTRACT- 6-5-2026](#)

- i      **0049-26**      Authorization to execute an amendment to the 2019, 2020, and 2023 Annual Action Plans and reallocate funding from several existing Community Development Block Grant projects for the Arbor Youth sprinkle system installation (\$155,464), and Community Block Grant Cares Act funding for the Office of Homelessness Prevention and Intervention for laundry service at the winter shelter (\$7,031.83). Funds will be reallocated within existing CDBG grant budgets; there are no additional costs. (L0049-26) (Reynolds/Lanter)

**Attachments:** [25 -Arbor Youth Bluesheet Memo Con Plan Substantial Amendment](#)  
[IPL0304118-Affidavit \(002\)](#)



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0063-26**

**File ID:** 0063-26

**Type:** Summary

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Urban County  
Council

**File Created:** 01/15/2026

**File Name:** Table of Motions: Council Work Session, January 13,  
2026

**Final Action:**

**Title:** Table of Motions: Council Work Session, January 13, 2026

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** TOM 011326

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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### Text of Legislative File 0063-26

Title

Table of Motions: Council Work Session, January 13, 2026

**URBAN COUNTY COUNCIL**  
**WORK SESSION**  
**TABLE OF MOTIONS**  
January 13, 2026

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 Baxter to approve the January 15, 2026 Council Meeting Docket, as amended. Seconded by Ellinger II. Motion passed without dissent.

Motion by Boone to place on the docket for the January 15, 2026 Council Meeting, an Ordinance changing the zone from an Agricultural Rural (A R) zone to a Medium Density Residential (R 4) zone and a Light Industrial (I 1) zone, for 65.69 net (73.72 gross) acres for properties located at 200, 201, 250, 251 and 301 Canebrake Dr. without a public hearing. Seconded by Baxter. Motion passed without dissent.

Motion by Reynolds to place on the docket for the January 15, 2026 Council Meeting, a Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the Kentucky Transportation Cabinet – Office of Local Programs, to provide any additional information requested in connection with this application, and to accept this grant if awarded, which grant funds are in the amount of \$4,700,000.00 in federal funds from the Transportation Alternatives Program (TAP), for the Town Branch Trail Phase IV and V Project, the acceptance of which obligates the Urban County Government to the expenditure of \$1,175,000.00 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. Seconded by Ellinger II. Motion passed without dissent.

- III. Approval of Summary

Motion by Sheehan to approve the December 2, 2025 Table of Motions. Seconded by Curtis. Motion passed without dissent.

- IV. Budget Amendments

Motion by Baxter to approve Budget Amendments. Seconded by Wu. Motion passed without dissent.

- V. Budget Adjustments – For Information Only

VI. New Business

Motion by Sevigny to approve New Business. Seconded by Curtis. Motion passed without dissent.

VII. Communications from the Mayor- Appointments

Motion by Wu to approve Communications from the Mayor- Appointments. Seconded by Ellinger II. Sevigny recused from voting on the appointments to the Library Board of Advisors. Motion passed without dissent.

VIII. Communications from the Mayor- Donations

IX. Communications from the Mayor- Procurements

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

X. Continuing Business/Presentations

Reynolds, SSPS Chair, provided a summary of the October 14, 2025, Social Services and Public Safety Committee Meeting.

XI. Council Reports

Motion by Beasley to place the Meet and Confer between the Lexington-Fayette Urban County Government and the American Federation of State, County, and Municipal Employees ASFME 4468 into the Environmental Quality and Public Works Committee for review and consideration, including terms related to workforce conditions and operational impacts. Seconded by Morton. Motion passed without dissent.

Motion by Morton to place Chapter 17C – Public Rights of Way of the Code of Ordinances, into the Environmental Quality and Public Works Committee. Seconded by Beasley. Motion passed without dissent.

Motion by Morton to place the Housing Rehabilitation Program into the Budget, Finance, and Economic Development Committee. Seconded by Beasley. Motion passed without dissent.

XII. Public Comment – Issues Not on Agenda

XIII. Adjournment

Motion by Sevigny to adjourn at 3:43 p.m. Seconded by Beasley. Motion passed without dissent.



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0058-26**

**File ID:** 0058-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Urban County  
Council

**File Created:** 01/15/2026

**File Name:** Capital List 1/20/26

**Final Action:**

**Title:** Council Capital Projects, January 20, 2026

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Capital List 1.20.26

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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### Text of Legislative File 0058-26

Title

Council Capital Projects, January 20, 2026

..Summary

#### Organization:

Common Good Community Development Corp.

Sara Isaacs

1105-121001-0001-71102

#### Purpose:

To provide hands on visual media curriculum for students in North Lexington by purchasing cameras and equipment

#### Amount:

\$ 2,000.00

#### Organization:

Living Arts and Science Center  
Janette Tesmer  
1105-121001-0001-71102

**Purpose:**

For the building of a gate for outdoor education space

**Amount:**

\$ 1,000.00

**Organization:**

Sayre Christian Village  
Elise Hinchman  
1105-121001-0001-71102

**Purpose:**

For the purchase and installation of a campus receiving door

**Amount:**

\$ 3,483.65

**Organization:**

LFUCG - Parks and Recreation  
Lisa Grober  
1105-707602-7221-91017

**Purpose:**

For the renovation project at the Cadentown Historic Site

**Amount:**

\$ 5,000.00

**Organization:**

Keep Lexington Beautiful  
Rachel Skinner  
1105-121001-0001-71102

**Purpose:**

For a Loudon median landscaping beautification project

**Amount:**

\$ 5,000.00



**Organization:**

Black Soil Charitable Fund

Tim Small

1105-121001-0001-71102

**Purpose:**

For refrigeration equipment upgrades at 820 Lane Allen Neighborhood Farmacy location

**Amount:**

\$ 5,000.00

**Organization:**

LFUCG - Complete Streets

Brandi Peachner

1105-135001-0001-91710

**Purpose:**

For the Safe Routes to School infrastructure initiatives in the 3rd District

**Amount:**

\$ 50,000.00

**Council Capital Projects  
January 20, 2026  
Work Session**

<b>Amount</b>	<b>Recipient</b>	<b>Purpose</b>
<b>\$ 2,000.00</b>	Common Good Community Development Corp. Sara Isaacs 1105-121001-0001-71102	To provide hands on visual media curriculum for students in North Lexington by purchasing cameras and equipment
<b>\$ 1,000.00</b>	Living Arts and Science Center Janette Tesmer 1105-121001-0001-71102	For the building of a gate for outdoor education space
<b>\$ 3,483.65</b>	Sayre Christian Village Elise Hinchman 1105-121001-0001-71102	For the purchase and installation of a campus receiving door
<b>\$ 5,000.00</b>	LFUCG - Parks and Recreation Lisa Grober 1105-707602-7221-91017	For the renovation project at the Cadentown Historic Site
<b>\$ 5,000.00</b>	Keep Lexington Beautiful Rachel Skinner 1105-121001-0001-71102	For a Loudon median landscaping beautification project
<b>\$ 5,000.00</b>	Black Soil Charitable Fund Tim Small 1105-121001-0001-71102	For refrigeration equipment upgrades at 820 Lane Allen Neighborhood Farmacy location
<b>\$ 50,000.00</b>	LFUCG - Complete Streets Brandi Peacher 1105-135001-0001-91710	For the Safe Routes to School infrastructure initiatives in the 3rd District



# Lexington-Fayette Urban County Government Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0064-26**

**File ID:** 0064-26

**Type:** Summary

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Urban County  
Council

**File Created:** 01/15/2026

**File Name:** Summary: General Government and Planning  
Committee, December 2, 2025

**Final Action:**

**Title:** Summary: General Government and Planning Committee, December 2, 2025

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 12.2.25 GGP Summary, LPGMP GGP approved  
draft

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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## Text of Legislative File 0064-26

Title

Summary: General Government and Planning Committee, December 2, 2025



## **General Government & Planning (GGP) Committee**

December 2, 2025

### **Summary and Motions**

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Committee members Liz Sheehan (Chair), Shayla Lynch, J.D. (Vice Chair), Dan Wu, James Brown, Chuck Ellinger II, Hannah LeGris, Emma Curtis, Whitney Elliott Baxter, Dave Sevigny, and Jennifer Reynolds were present. Council members Tyler Morton, Lisa Higgins-Hord, Joseph Hale, Amy Beasley, and Hil Boone were present as non-voting members.

The meeting was called to order at 1:00 p.m. by Chair Sheehan.

#### **I. APPROVAL OF SEPTEMBER 9, 2025 COMMITTEE SUMMARY (Sheehan)**

A motion by Ellinger to approve the September 9, 2025, Committee Summary, seconded by Brown, passed without dissent.

#### **II. APPROVAL OF SEPTEMBER 16, 2025 SPECIAL COMMITTEE SUMMARY (Sheehan)**

A motion by Ellinger to approve the September 16, 2025, Special Committee Summary, seconded by LeGris, passed without dissent.

#### **III. PURCHASE OF DEVELOPMENT RIGHTS (PDR) REVIEW (Sheehan/Overman)**

Sheehan introduced the annual review of the Purchase of Development Rights Program (PDR) presented by Beth Overman, PDR Director. Housed in the Department of Planning and Preservation, the program is governed by the Rural Land Management Board (RLMB), which includes 13 voting members, three non-voting members, and an Urban County Council representative.

Overman reported that the RLMB and PDR Program has been designated a Certified Entity by the USDA Natural Resources Conservation Service, allowing conservation easements to close more efficiently by eliminating multiple layers of federal approval. Since receiving this designation, the program has closed 16 farms totaling 1,075 acres, bringing total conserved acreage to 33,333 acres, with four additional farms under contract. The most recent November application cycle yielded 10 new applications, more than double the prior year. Qualifying farms will be included in the federal grant application due December 31.

Overman also reviewed the Small Farm Program (SFP), adopted in January 2025, which serves actively farmed parcels between 10 and 19.99 acres. The inaugural application cycle received 37 applications, of which 14 met eligibility requirements related to active farming, zoning, and mortgage subordination. Two offers have been extended, six appraisals remain pending, and additional appraisal authorizations are expected at the RLMB meeting on December 10, 2025. Applications that do not yet meet requirements will stay in the queue as issues are resolved, and the next application cycle is anticipated in the spring or early summer of 2026.

During the discussion, councilmembers asked whether any SFP applications were in rural hamlets and how the program's funding levels would be determined, given the absence of a federal match. Staff indicated that no applicants were in rural hamlets—many of which contain parcels under 10 acres—and that no funding percentage has been set; allocations will depend on the number of qualified applications. Members also sought clarification on eligibility thresholds and confirmation that small farms count toward the program's 50,000-acre conservation goal; staff confirmed this. Staff explained that disqualifying factors included zoning issues (since modified), lack of active agricultural use, and difficulty obtaining mortgage subordination from lenders unfamiliar with conservation easements. Members noted the need to clarify further how agricultural use is assessed, particularly given its potential impact on future dual-use land considerations, such as solar development.

#### **IV. LEXINGTON'S PRESERVATION & GROWTH MANAGEMENT PROGRAM (LPGMP) (Wu/Baillie)**

Wu introduced the second presentation on Lexington's Preservation and Growth Management Program (LPGMP), noting that the program establishes a data-driven, proactive framework to address growth and long-standing community needs while preserving agricultural land. He emphasized that the Comprehensive Plan calls for robust public and stakeholder engagement, which has directly shaped the program. Outreach included educational events, committee previews, public input sessions, surveys, and online forums through Engage Lexington, an in-person public forum, and meetings with a wide range of stakeholders, including planning officials, preservation advocates, builders, business representatives, and former council members involved in earlier growth management efforts.

Hal Baillie, Manager of Long-Range Planning, outlined the implementation timeline. Following Council action, the Planning Commission would incorporate the ordinance as an amendment to the Comprehensive Plan and adopt it by August 1, 2026. The program is intended to move beyond recurring debates over Urban Service Area expansion by codifying long-standing practices into a transparent, research-based, and publicly accessible process grounded in official data sources and current development metrics. It also establishes a clear, orderly review structure involving all decision-making bodies.

Key revisions to the draft ordinance include expanded detail in the Growth Trends Report regarding required data and potential policy recommendations; clarification of the Planning Commission's role in promoting efficient, sustainable, and fiscally responsible growth within the Urban Service Area; a shortened timeframe and clarified procedures for vacant land review, including allowing parcels within the Urban Service Area to be considered for removal; strengthened preservation criteria and added public meeting requirements for land application review; provisions allowing initiation of zone changes for applications ready to proceed and meeting residential needs; and removal of the requirement to identify a specific company for special economic development needs.

During the discussion, members asked how land availability within the Urban Service Area would be evaluated, particularly for surface parking lots and infill sites currently in use. Baillie explained that such questions are addressed through policy analysis in the Growth Trends Report rather than parcel-by-parcel classification, and that sites permitted under the zoning ordinance are not considered vacant. Instead, the report may recommend strategies—such as zoning reforms, transit investments, or funding mechanisms—to encourage more intensive use over time, with implementation decisions resting with the Council. Staff also clarified that the program does not involve contacting all landowners about willingness to infill and that only parcels meeting the ordinance's definition of vacant land are subject to specific review, including potential removal in limited circumstances.

Additional questions addressed incentives for infill, the shortened timeline for vacant land reviews, and the definition of “significant economic impact.” Baillie noted that the ordinance intentionally avoids fixed thresholds, leaving determinations to elected officials and allowing future guidance through Growth Trends Reports. The 250-acre cap on special economic development sites was described as reflecting community concerns about scale and historical precedent, while limiting eligibility to certain industrial zones was intended to prioritize high-job-creation uses. Discussion also touched on neighborhood stability, rural activity centers, and the Planning Commission’s role in zoning actions. Baillie emphasized that the Growth Trends Report will track neighborhood stabilization indicators—such as income, housing, demographic change, and ownership patterns—to inform policy decisions, with staff providing analysis and recommendations and the Council retaining decision-making authority.

The ordinance requires a Growth Trends Report every five years, beginning one year after adoption of the Comprehensive Plan, creating an ongoing mechanism to reassess infill, redevelopment, and stabilization policies.

A motion by Wu to approve the draft ordinance of the preservation and growth management program, as presented at today's committee meeting, to move to the full council, seconded by Lynch, passed without dissent.

Chair Sheehan noted that the committee report will be presented at the Council Work Session, following the next General Government & Planning (GGP) Committee meeting on January 20, 2026.

#### **V. ITEMS REFERRED TO COMMITTEE (Sheehan)**

A motion by LeGris to remove Acquire Investor-Owned or Other Properties from the committee, seconded by Reynolds, passed without dissent.

A motion by LeGris to remove the Public Input Subcommittee from committee, seconded by Sevigny, passed without dissent.

The meeting was adjourned at 2:00 p.m. by Chair Sheehan.

ORDINANCE NO. \_\_\_\_\_ - 2026

AN ORDINANCE AMENDING THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CODE OF ORDINANCES AS FOLLOWS: AMENDING CHAPTER 20, CREATING SECTION A, RELATING TO PRESERVATION AND URBAN GROWTH MANAGEMENT, ADOPTING SECTIONS RELATING TO INTENT; DEFINITIONS; APPLICABILITY; AND GENERAL REQUIREMENTS APPLICABLE TO THE PRESERVATION AND GROWTH MANAGEMENT PLAN, ALL EFFECTIVE UPON PASSAGE OF COUNCIL. (URBAN COUNTY PLANNING COUNCIL).

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WHEREAS, the Lexington-Fayette Urban County established the nation’s first urban service area in 1958; and

WHEREAS, balancing rural preservation and urban growth is vital to the unique character of Lexington-Fayette County Kentucky; and

WHEREAS, in order to ensure that balance, a data and needs driven process mandated as a goal and objective in both the 2018 and 2023 Comprehensive Plans for Lexington-Fayette County, is necessary to guide future preservation and growth;

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

Section 1 – That the Lexington-Fayette Urban County Government Code of Ordinances be and hereby amends Article 20, creating Section A, adopting sections relating to Intent; Definitions; Applicability; and General Requirements Applicable to the Preservation and Growth Management Plan, to read as follows:

**ARTICLE 20 (A)**

Section 1 –Growth Trends Report

- 1) One year from the date of the adoption of Lexington’s Comprehensive Plan update, the Division of Planning shall generate a Growth Trends Report.
- 2) Required Growth Trends Report Contents - The Growth Trends Report shall provide guidance on Lexington’s long term growth needs and identify the total land need (in acres) to accommodate Lexington’s population growth for a period of 20 years and shall include the following:
  - a) Community Trends Update
    - i) Community Demographics, including but not limited to:
      - (1) Housing Data
      - (2) Demographic Change
    - ii) Housing Activity, including but not limited to;
      - (1) Housing Construction
      - (2) Housing Affordability
      - (3) Neighborhood Stability
    - iii) Employment Activity, including but not limited to:
      - (1) Job and Wage Growth
      - (2) Commercial and Industrial Land Utilization
    - iv) Vacant Land Review
  - b) Projected Land Need: The formula for projecting the amount of land needed for 20 years shall be as follows:

- i)  $(20 \text{ Year Projected Population} - \text{Current Population}) = \text{Net New Population}$
  - ii)  $\left( \frac{\text{Net New Population}}{\text{Average Household Size}} \right) = \text{Total Dwelling Units (DUs) Needed}$
  - iii)  $\left( \frac{\text{Total DUs Needed}}{\text{Five-Year Average DUs Per Acre}} \right) = \text{Total Acres Needed}$
- c) Review of Policy and Regulatory Recommendations:
  - i) Funding Options
  - ii) Governance Strategies
  - iii) Land Use and Zoning Reform
  - iv) Homeowner and Renter Support
  - v) Neighborhood Stabilization and Investment
- 3) Growth Trends Report Data Sources and Formulas
  - a) 20-Year Projected Population
    - i) The 20-year projected population shall be from the most recent update from the Kentucky State Data Center or similar state institution.
    - ii) The calculation shall exclude the Kentucky State Data Center's projected number of persons residing in group quarters.
  - b) Current Population
    - i) The population estimate shall be taken from the most recent census or update from the American Community Survey (ACS)
    - ii) The calculation shall exclude the Census or ACS calculation of persons residing in group quarters.
  - c) Average Household Size shall be from the most recent census or update from the American Community Survey (ACS).
  - d) Vacant Land Review
    - i) Requirements for Vacant Land:
      - (1) Property must be located within the Urban Service Area and meet the following criteria:
        - (a) The property is zoned agricultural or has an ongoing agricultural principal land use.
        - (b) There is no principal land use or conditional land use located on any urbanized zoning category.
        - (c) There is not a certificate of occupancy for the subject property that has a current building permit.
      - (2) The following property shall be exempt from consideration as vacant land:
        - (a) Property zoned agricultural but which has an active and constructed conditional use that is substantially similar to those land uses that are also principal or conditional uses for the urbanized zoning categories (church, school, athletic facility).
        - (b) Property that is unbuildable due to floodplain or special hazard area
        - (c) Common area property that is part of a surrounding residential subdivision or commercial development or;
        - (d) National, State, or Local owned property if part of a contiguous development (example: UKY campus, BCTC Campus, LFUCG Parks, LFUCG Greenways).
    - ii) Calculation of Vacant Parcels
      - (1) The total vacant parcels shall be calculated through an annual review that includes the following permit activity:
        - (a) Demolition permitting
        - (b) New construction permitting
        - (c) Recorded Subdivision Plans



- iii) Calculation of Vacant Acres: Total vacant acres shall be derived from the total vacant parcels removing all floodplains and special hazard areas that are readily available to the Urban County Government.
  - e) Five-year residential density average
    - i) The residential density calculation shall be updated and provided to the public annually.
    - ii) The five-year residential density shall be calculated as follows:
      - (1) Review of Residential New Construction Building Permits
        - (a) All Residential New Construction permits shall be included in this calculation upon issuance of the Certificate of Occupancy.
        - (b) Parcel location acreage shall be calculated by removing floodplains or identified special hazard areas
      - (2) Review of Commercial New Construction Building Permits
        - (a) All Commercial New Construction permits that are residential and are located within a residential zoning category shall be included in this calculation upon receipt of the Certificate of Occupancy.
        - (b) Parcel location acreage shall be calculated, removing floodplains or identified special hazard areas
      - (3) Five-Year Dwelling Units per Acre
        - (a) The total dwelling units for the five-year calculation shall be the sum of all dwelling units as described in Sections 1.3.e.ii.1.a and 1.3.e.ii.2.a for the defined five-year period.
        - (b) The total acreage for the five-year calculation shall be the sum of the acreage as described in Sections 1.3.e.ii.1.b and 1.3.e.ii.2.b for the defined five-year period.
        - (c) Dwelling units per acre shall be the result of Section 1.3.e.ii.3.a divided by 1.3.e.ii.3.b.

## Section 2 – Planning Commission Review and Recommendation

- 1) Should the Growth Trends Report indicate that the inventory of vacant land meets the 20-year supply as described in Section 1, the Planning Commission shall provide recommendations to the Urban County Council to improve the efficiency of land use and promote sustainable development within the existing Urban Service Area. Additionally, agricultural land preservation is best achieved when growth policies and regulations direct and enable growth to occur within the existing Urban Service Area. Recommendations shall include one or a combination of the following:
  - a) Policy recommendations
  - b) Regulatory changes
- 2) Should the Growth Trends Report indicate that the inventory of vacant land does not meet the 20-year supply as described in Section 1, the Planning Commission shall provide recommendations to the Urban County Council as to how to meet the need. Priority should be given to strategies that create highly efficient growth and development outcomes through policy and regulation implementation. These strategies should be considered prior to expanding the Urban Service Area. To ensure fiscal and environmentally sustainable growth, the location of conserved agricultural properties, which are not eligible for development, should be carefully considered and avoided in any discussion about the future expansion of the Urban Service Area. Recommendations shall include one or a combination of the following
  - a) Policy recommendations
  - b) Regulatory changes

- c) Additional acreage to be added to the Urban Service Area
- 3) All recommendations by the Planning Commission shall be forwarded to the Urban County Council within 90 days of the Division of Planning's presentation to the Planning Commission regarding the findings of the Growth Trends Report.

### Section 3 – Urban County Council Review

- 1) Should the Growth Trends Report indicate that the inventory of vacant land meets the 20-year supply as described in Section 1, the Urban County Council shall consider the recommendations of the Planning Commission regarding policy and regulatory changes within 90 days of receipt of the Growth Trends Report.
- 2) Should the Growth Trends Report indicate that the inventory of vacant land does not meet the 20-year supply as described in Section 1, the following shall be reviewed by the Urban County Council
  - a) The Urban County Council shall first consider the policy and regulation recommendations of the Planning Commission within 90 days of receipt of the Planning Commission's recommendation.
    - i) For any regulatory changes to the Zoning Ordinance, the Urban County Council shall initiate a Zoning Ordinance text amendment, to follow the procedures outlined in Article 6 of the Zoning Ordinance.
    - ii) For all policy changes, the Urban County Council shall place the issue into the appropriate committee or establish a task force to establish the stated recommendation.
  - b) Following the Council's action regarding the policy and regulation recommendations, the Urban County Council may consider the inclusion of additional acreage to be added to the Urban Service Area
    - i) No expansion of the Urban Service Area may establish a vacant land total, as defined in Section 1, that exceeds 30 years supply based on the current Growth Trends Report calculations.
    - ii) An action to include additional acreage shall come in the form of a resolution to the Planning Commission indicating the total vacant acreage to be added to the Urban Service Area.

### Section 4 – Urban County Planning Commission Vacant Land Review

- 1) If it is determined by the Urban County Council that there is a need for additional acreage within the Urban Service Area, the resolution adopted by the Urban County Council shall be forwarded to the Planning Commission for review of applications.
- 2) The Planning Commission shall organize a subcommittee of residents of Lexington-Fayette County to include representatives from the following stakeholders:
  - a) The Mayor shall appoint 3 members within 21 days of the adoption of the Resolution by the Urban County Council that identifies a need for additional acreage.
    - i) Any members not appointed within the allotted time shall be appointed by the Urban County Council within 28 days of adoption of the resolution by the Urban County Council.
  - b) The Urban County Council shall appoint 3 members by a majority vote of the full body within 21 days of the adoption of the Resolution adopted by the Urban County Council that identifies a need for additional acreage.
    - i) Any members not appointed within the allotted time shall be appointed by the Urban Planning Commission within 35 days of adoption of the resolution by the Urban County Council.
  - c) The Planning Commission shall appoint 3 members by a majority vote of the full body within 21 days of the adoption of the resolution by the Urban County Council that identifies a need for additional acreage.

- i) Any members not appointed within the allotted time shall be appointed by the Urban County Council within 42 days of adoption of the resolution by the Urban County Council.
  - d) Membership of the Subcommittee shall not include elected officials of the Urban County Government or appointed members of the Urban County Planning Commission.
- 3) The Subcommittee shall examine the findings of the Vacant Land Review, per the Growth Trends Report, and provide recommendations regarding any removal of acreage within the Urban Service Area.
  - a) Recommendations shall be submitted to the Planning Commission within 30 days of the formulation of the Subcommittee.
- 4) The Urban County Planning Commission shall either affirm or amend the recommendations of the Subcommittee at the next public hearing.
- 5) Should property be recommended for removal, the Urban County Planning Commission shall hold a public hearing to modify the Urban Service Area.
  - a) Any vacant acreage that is removed from the Urban Service Area shall be added to the vacant acreage identified in Section 3 to satisfy the Urban County Council's action per Section 3.
  - b) The new total vacant acreage shall be utilized for Section 5

#### Section 5 – Urban County Planning Commission Land Application Review

- 1) Within 14 days of the findings of the Vacant Land and Acreage Analysis, the Planning Commission shall begin accepting proposals from property owner(s), or those with permission from property owner(s), to meet the needs identified by the Urban County Council plus, if found, the additional acreage identified by the Planning Commission in Section 4.
  - a) Such proposals shall be submitted to the Division of Planning within 60 days.
  - b) Such proposals shall meet all of the following eligible parcel locational criteria:
    - i) Parcel or group of parcels constituting a contiguous area adjacent to the existing Urban Service Area.
    - ii) Adjacent to an Arterial or Major Collector roadway as designated by the Metropolitan Planning Organization
    - iii) Access to sanitary sewer connections or would have access as part of a contiguous area per Section 1.b.i.
- 2) The chair of the Planning Commission shall reconvene the Subcommittee identified in Section 4 to review proposed locations for additional acreage.
  - a) When evaluating parcels for inclusion the following land preservation factors shall be considered:
    - i) Proximity to Purchase Development Rights properties
    - ii) Environmentally sensitive areas
    - iii) Rural Land Management Plan recommendations
    - iv) Properties or structures identified in the National Register of Historic Places
    - v) Properties along adopted nation or state scenic or historic byways
- 3) Twenty-one days following close of proposal submissions, the Subcommittee shall hold a public meeting to receive input regarding expansion locations and make a prioritized recommendation to the Planning Commission regarding the preferred vacant parcels for inclusion to the Urban Service Area.
- 4) The Planning Commission shall hold a public meeting to recommend areas for Master Planning from the Subcommittee's prioritized recommendation to meet the identified vacant acreage need within 30 days of the Subcommittee's recommendation to the Planning Commission.

#### Section 6 – Urban County Planning Commission Master Plan

- 1) Provided funding has been allocated by the Urban County Council, the Division of Planning shall commence with a master planning process for the areas identified by the Planning Commission.
- 2) The master plan shall be adopted as an element of the comprehensive plan in accordance with the requirements in KRS 100.197
- 3) Final amendment of the Urban Service Area occurs with the adoption of the master plan.
- 4) Following adoption of the Master Plan, the Planning Commission shall consider initiating a zone map amendment request to implement the adopted Master Plan.

#### Section 7 – Special Economic Development Need Identification

- 1) A Special Economic Development Need of no more than 250 acres may be identified by the Mayor or Urban County Council at any time.
- 2) A Special Economic Development Need is defined as a proposal for additional acreage, which meets the criteria defined in Section 5, to be included in the Urban Service Area on behalf of a specific employer (or affiliated group of employers) or an economic development focused organization seeking to locate new significant employment opportunities or facilitate growth of existing employers in Lexington-Fayette County.
- 3) The identification of a Special Economic Development Need shall include:
  - a) Economic Assessment, which should include the following information:
    - i) Proposed location and defined acreage total
    - ii) Proposed user or initial user for portion of the area
    - iii) Economic Impact Statement, including proposed number of jobs, wages, and future growth opportunities.
  - b) Economic Expansion Plan
    - i) Preliminary Development Plan, including all elements required for the submission of a preliminary development plan as outlined in Article 21 of the Zoning Ordinance.
    - ii) Proposed conditional zoning restrictions to require long-term agreement with the Economic Assessment
    - iii) Justification Statement documenting agreement with the adopted Comprehensive Plan.
- 4) There shall be a required two-thirds vote of the total membership of the Urban County Council to approve the Economic Assessment and initiate an expansion of the Urban Service Area.
  - a) Findings for initiation by Council shall include, but are not limited to, the following:
    - i) The unique economic opportunity
    - ii) The significant economic impact for Lexington
    - iii) The appropriate location for proposed development
    - iv) The necessary acreage for the proposed development
    - v) Availability or access to required infrastructure
  - b) Should an expansion be affirmed by the Urban County Council, there shall be a resolution initiating the Planning Commission to review and adopt the identified areas.
  - c) At such time that the Urban County Council forwards the resolution to the Planning Commission, the Urban County Council shall also initiate a map amendment request for the identified parcel(s) to either the Light Industrial (I-1) or Heavy Industrial (I-2) zone. This initiation shall include:
    - i) The findings for approval of the Economic Assessment; and
    - ii) The Economic Expansion Plan, which will serve as the required submission for the Urban County Planning Commission's review of the amendment of the Comprehensive Plan and the map amendment request.
- (5) The Planning Commission shall have 90 days from the date of the Urban County Council's action to review both the amendment to the Comprehensive Plan

and the initiated zone map amendment request, in that order.

Section 2 – That this Ordinance shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL  
PUBLISHED:  
4934-8806-3608, v. 1



# Lexington-Fayette Urban County Government Master

200 E. Main St  
Lexington, KY 40507

**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

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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**Text of Legislative File 0927-23**



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0014-26**

**File ID:** 0014-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Central Purchasing

**File Created:** 01/15/2026

**File Name:** Participating Addendum NASPO and Safariland

**Final Action:**

**Title:** Authorization to accept the Participating Addendum NASPO Value Point Agreement with Safariland LLC to establish a price contract for Body Armor and Ballistic Resistant Products. The Lexington Police Department utilizes Body Armor and Ballistic Resistant Products within the scope of their work and the products are of vital importance in keeping officers safe and free from injury. Total cost of \$43,000 for FY 2026. Funds are Budgeted. (L0014-25) (Slatin/Hensley)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** BlueSheet Memo, NASPO 198469 Master Agreement, SAFARILAND NASPO VP Price List - Effective 11.11.2025\_V1, Lexington-Fayette Urban County Government\_Safariland\_Participating Addendum\_SAF Signed

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:** Conni Hayes

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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### Text of Legislative File 0014-26

#### Title

Authorization to accept the Participating Addendum NASPO Value Point Agreement with Safariland LLC to establish a price contract for Body Armor and Ballistic Resistant Products. The Lexington Police Department utilizes Body Armor and Ballistic Resistant Products within the scope of their work and the products are of vital importance in keeping officers safe and free from injury. Total cost of \$43,000 for FY 2026. Funds are Budgeted. (L0014-25) (Slatin/Hensley)

### Summary

Authorization to accept the Participating Addendum NASPO Value Point Agreement with Safariland LLC to establish a price contract for Body Armor and Ballistic Resistant Products. The Lexington Police Department utilizes Body Armor and Ballistic Resistant Products within the scope of their work and the products are of vital importance in keeping officers safe and free from injury. Total cost of \$43,000 for FY 2026. Funds are Budgeted.

(L0014-25) (Slatin/Hensley)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Yes

**Risk Management:** No

Fully Budgeted: Yes

Account Number: 1101-505507-5571-75801

This Fiscal Year Impact: \$43,000

Annual Impact: \$43,000

Current Balance: \$520,022.27





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

**FROM: TODD SLATIN, DIRECTOR  
DIVISION OF PROCUREMENT**

**DATE: January 12, 2026**

**SUBJECT: PARTICIPATING ADDENDUM NASPO VALUE  
POINT AGREEMENT WITH SAFARILAND LLC**

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**Request:**

Request Council authorization to accept the Participating Addendum NASPO Value Point agreement with Safariland LLC to establish a price contract for Body Armor and Ballistic Resistant Products and authorize the Mayor to sign this agreement.

**Why are you requesting?**

The Lexington Police Department utilizes Body Armor and Ballistic Resistant Products within the scope of their work. This Body Armor and Ballistic Resistant Products offer protection for officer and is of vital importance in keeping officer safe and free from injury. This contract meets those requirements.

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

FY 2026 \$43,000 and to be determined by available funding for additional years.

**Are the funds budgeted?** Yes, funds are fully budgeted in 1101-505507-5571-75801

**File Number:**

**Director/Commissioner:** Slatin/Hensley





**NASPO ValuePoint Master Agreement Terms and Conditions**

**For Body Armor and Ballistic Resistant Products**

A Contract for the NASPO ValuePoint Cooperative Purchasing Program  
Acting by and through the **State of Colorado** (Lead State)

**Department of Personnel & Administration**  
**State Purchasing & Contracts Office**  
**1525 Sherman Street, 5<sup>th</sup> Floor**  
**Denver, CO 80203**

And

**Safariland, LLC**  
**13386 International Parkway**  
**Jacksonville, FL 32218**

**Master Agreement Number: 198469**

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**MASTER AGREEMENT TERMS AND CONDITIONS**

- I. **Definitions**
- 1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 **Accessory** means a body armor component that is detachable or removable from the body armor and is intended to provide an extended area of coverage protection against threats that

may include ballistic threats, stabbing, fragmentation, blunt impact, or a combination of threats. (ASTM Terminology E3005)

- 1.3 ASTM Verification Mark** means a product that has received notice authorizing use of the ASTM verification mark. The name of the standard to which the product is verified shall be stated directly under the ASTM Mark.
- 1.4 Authorized Distributor/Distributor** means the Contractor's authorized sales representative that must be certified by the Contractor to provide fit services and sales to a Purchasing Entity. An entity that purchases products, takes title, stocks, maintains inventory, resells the product to end-users, and has the ability to do on-site measurements. Also referred to as a subcontractor for the purposes of this solicitation.
- 1.5 Ballistic Panel** means a type of armor panel intended to provide the wearer ballistic resistance. (ASTM Terminology E3005)
- 1.6 Ballistic-Resistant Accessories** Shoulder, neck, groin, or other ballistic resistant accessories placed on the price list that are not verified or certified at the time of Request for Proposal. Prior to listing on the ASTM Verified Products List, these products will be located on the Non-Market Basket List – Products that are not verified or certified. When ASTM standards are completed for these accessories, Contractor is expected to have products verified to these standards.
- 1.7 Ballistic-Resistant Helmets** means helmets verified to ASTM E3368/E3368M. Helmets not yet on the ASTM Verified Products List will be allowed until 12/31/2026 on the Non-Market Basket List – Products that are not verified or certified.
- 1.8 Ballistic-Resistant Shields** means shields verified to ASTM E3347/E3347M. Shields not yet on the ASTM Verified Products List will be allowed until 12/31/2026 on the Non-Market Basket List – Products that are not verified or certified.
- 1.9 Body Armor** means an item of personal protective equipment intended to protect the wearer from threats that may include ballistic threats, stabbing, fragmentation, or blunt impact. (ASTM Terminology E3005)
- 1.10 Carrier** means a garment whose primary purpose is to retain the armor panel(s) or plate(s) and provide a means of supporting and securing the armor panel(s) or plate(s) to the wearer. (ASTM Terminology E3005)
- 1.11 Combination Armor** means a type of body armor intended to protect the wearer from both ballistic threats and stabbing. Combination armor is sometimes called dual-threat or multiple-threat armor. (ASTM Terminology E3005)
- 1.12 Concealable Body Armor** means a vest designed to be worn under the shirt (uniform or undercover) or in a carrier that looks like a uniform shirt so that it is not easily seen. (ASTM Terminology E3005)
- 1.13 Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.14 Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.15 Hard Armor** means an item of personal protective equipment that is constructed of rigid materials and is intended to protect the wearer from threats that may include ballistic threats,

stabbing, fragmentation, or blunt impact, or combinations thereof; synonymous with hard armor plate and plate. (ASTM Terminology E3005)

- 1.16 In Conjunction With Armor** means soft or hard armor that is designed to provide a specific level of ballistic protection only when layered with a specific model(s) of body armor. (ASTM Terminology E3005)
- 1.17 Insert** means a removable unit of protective material (soft armor or hard armor) intended to be placed into a special pocket on a carrier to enhance protection in a localized area. (ASTM Terminology E3005)
- 1.18 Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.19 Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.20 Manufacturer** means a company that, as its primary business function, designs, assembles, and has the NIJ CPL listing, or ASTM verification for the products being sold under negotiated Master Agreement.
- 1.21 Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.22 NASPO ValuePoint** is a division of the National Association of State Procurement Officials (“NASPO”), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (*i.e.*, colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
- 1.23 NIJ** means the National Institute of Justice.
- 1.24 NIJ Compliant Products List (NIJ CPL)** means the list of models certified by NIJ to be compliant with an applicable standard.
- 1.25 NIJ CTP** means the NIJ program that certifies body armor models that meet the requirements of the most current version of the relevant NIJ standard.
- 1.26 NIJ Mark** means the NIJ certification mark, registered with the U.S. Patent and Trademark Office, that is used to communicate a product’s compliance with the NIJ CTP.
- 1.27 Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- 1.28 Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (*e.g.*, ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.29 Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws

of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

- 1.30 Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.31 Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.
- 1.32 Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.
- 1.33 Soft Armor** means an item of personal protective equipment constructed of pliable/flexible materials intended to protect the wearer from threats that may include ballistic threats, stabbing, fragmentation, or blunt impact. (ASTM Terminology E3005)
- 1.34 Stab Panel** means a type of armor panel intended to provide stab resistance. (ASTM Terminology E3005)
- 1.35 Tactical Body Armor** means a vest designed to be worn over the uniform shirt in a load bearing carrier that accepts various equipment. Equipment may include holsters, magazines, radios, or accessories. (ASTM Terminology E3005)
- 1.36 Threat Level** means the rated level of protection, according to the relevant standard for the body armor or ballistic-resistant product.
- 1.37 Trauma Pack** means a soft insert intended to reduce backface deformation due to a ballistic impact. (ASTM Terminology E3005)
- 1.38 Trauma Plate** means a hard insert intended to reduce backface deformation due to a ballistic impact. (ASTM Terminology E3005)
- 1.39 Vest** means a type of body armor intended to protect the wearer's torso. (ASTM Terminology E3005)

## II. Parties and Term of Master Agreement

- 2.1 Parties.** This Master Agreement is entered into by and between the State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office (hereinafter called the "Lead State"), and Safariland, LLC (hereinafter called "Contractor"), for the procurement of Body Armor and Ballistic Resistant Products as approved per this Master Agreement, for the benefit of Participating States, Entity's, and Purchasing Entities. The Contractor and the Lead State agree to the terms and conditions contained herein.
- 2.2 Initial Term.** The initial term of this Master Agreement is for two (2) years, with a Contract Performance Beginning date of the later of May 1, 2025 or the Effective Date. The term of this Master Agreement may be amended beyond the initial term for three (3) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.

- 2.3 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.4 Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

### III. Order of Precedence

- 3.1 Order.** Any Order placed under this Master Agreement will consist of the following documents:
- 3.1.1** A Participating Entity's Participating Addendum ("PA");
  - 3.1.2** NASPO ValuePoint Master Agreement, including all Exhibits;
  - 3.1.3** A Purchase Order or Scope of Work (Exhibit A)/Specifications issued against the Master Agreement;
  - 3.1.4** The Solicitation RFP-SPCO-AR-25-03, Body Armor and Ballistic Resistant Products;
  - 3.1.5** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- 3.2 Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- 3.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. The term of a Participating Addendum will not exceed the term of this Master Agreement, except when a Participating Entity determines an extension of its Participating Addendum is necessary to avoid a lapse in contract coverage and is permitted by law.

### IV. Participants and Scope

- 4.1 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2 Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the

Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (*e.g.*, purchase order or contract) used by the Purchasing Entity to place the Order.

- 4.3 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 4.4 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to [pa@naspo.valuepoint.org](mailto:pa@naspo.valuepoint.org) to support documentation of participation and posting in appropriate databases.

#### **4.5 Participating Entities.**

- 4.5.1** If not proscribed by law or by the Chief Procurement Official of the state in which the entity is located, an entity may be eligible to execute a Participating Addendum directly with Contractor. Such entities may include:
- 4.5.1.1** Political subdivisions, public agencies, and service districts;
  - 4.5.1.2** Public and private educational institutions, including K-12 public, charter, and private schools; institutions of higher education; and trade schools;
  - 4.5.1.3** Federally recognized tribes;
  - 4.5.1.4** Quasi-governmental entities; and
  - 4.5.1.5** Eligible non-profit organizations.
- 4.5.2** Prior to execution of a Participating Addendum with an entity listed above, Contractor shall coordinate with NASPO to confirm the entity's eligibility to execute a Participating Addendum. A determination that an entity is eligible to execute a Participating Addendum is not a determination that procurement authority exists; each entity must ensure it has the requisite procurement authority to execute a Participating Addendum.

- 4.6 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

- 4.7 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and



applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

- 4.8 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
- 4.9 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

## V. NASPO ValuePoint Provisions

- 5.1 Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.
- 5.2 Administrative Fees**
- 5.2.1 NASPO ValuePoint Fee.** Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.
- 5.2.2 State Imposed Fees.** Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.
- 5.3 NASPO ValuePoint Summary and Detailed Usage Reports**
- 5.3.1 Sales Data Reporting.** In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). By placing an Order under this Master Agreement, a Purchasing Entity agrees to have their data (i) included in reports submitted by Contractor to NASPO ValuePoint and (ii) used by NASPO ValuePoint as set forth in this Master Agreement without limitation, unless otherwise requested in writing by the Purchasing Entity and agreed to in writing by

NASPO. Timely and complete reporting of Sales Data by Contractor is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

**5.3.2 Summary Sales Data.** “Summary Sales Data” is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

**5.3.3 Detailed Sales Data.** “Detailed Sales Data” is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

**5.3.4 Sales Data Crosswalks.** Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data (“Crosswalks”). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor’s part number or SKU for each Product in Offeror’s catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor’s customer lists and product catalog change.

**5.3.5 Executive Summary.** Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

**5.3.6 Obligation to Act in Good Faith.** The parties acknowledge that this Master Agreement and its terms and pricing have been negotiated for the benefit of the parties, NASPO ValuePoint, Participating Entities, and Purchasing Entities. Apart from a Participating Addendum or Order, Contractor shall not intentionally induce a potential Participating Entity or Purchasing Entity to enter into a separate agreement, the pricing and terms of

which are derived from this Master Agreement, for the purpose of avoiding compliance with Contractor's obligations under Section V. Nothing in this Section 5.3.6 shall prohibit Contractor from contracting with an entity with substantially similar pricing and terms if such pricing and terms are independently negotiated with the entity or are consistent with pricing and terms ordinarily offered by Contractor to public sector customers.

#### **5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review**

- 5.4.1 Staff Education.** Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.
- 5.4.2 Onboarding Plan.** Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.
- 5.4.3 Annual Contract Performance Review.** Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.
- 5.4.4 Use of NASPO ValuePoint Logo.** The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.
- 5.4.5 Most Favored Customer.** Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

#### **5.5 NASPO ValuePoint eMarketPlace**

- 5.5.1** The NASPO ValuePoint cooperative provides an eMarketPlace for public entities to access a central online platform to view and/or purchase the goods, services, and solutions available from NASPO ValuePoint's cooperative Master Agreements. This eMarketPlace is provided by NASPO at no additional cost to the Contractor or public entities. Its purpose is to facilitate the connection of public entities with Contractors who meet the requisite needs for a good, service, or solution by that entity through a NASPO ValuePoint Master Agreement.
- 5.5.2** Contractor shall cooperate in good faith with NASPO, and any third party acting as an agent on behalf of NASPO, to integrate Contractor's industry presence by either an electronic hosted catalog, punchout site, or providing eQuotes through the NASPO eMarketPlace, per the Implementation Timeline as further described below.

- 5.5.3** Regardless of how Contractor's presence is reflected in the eMarketPlace (*i.e.*, hosted catalog, punchout site, or eQuote), Contractor's listed offerings must be strictly limited to Contractor's awarded contract offerings through the NASPO award. Products and/or services not authorized through the resulting NASPO cooperative contract should not be viewable by NASPO ValuePoint eMarketPlace users. Furthermore, products and/or services not authorized through a Participating Addendum should not be viewable by NASPO ValuePoint eMarketPlace users utilizing that Participating Addendum. The accuracy of Contractor's offerings through the eMarketPlace must be maintained by Contractor throughout the duration of the Master Agreement.
- 5.5.4** Contractor agrees that NASPO controls which Master Agreements appear in the eMarketPlace and that NASPO may elect at any time to remove any of Contractor's offerings from the eMarketPlace.
- 5.5.5** Contractor is solely responsible for the accuracy, quality, and legality of Contractor's Content on the eMarketPlace. "Content" means all information that is generated, submitted, or maintained by Contractor or otherwise made available by Contractor on the eMarketPlace, including Contractor catalogs. Contractor's Content shall comply with and accurately reflect the terms, products, services, and pricing of this Master Agreement.
- 5.5.6** Contractor's use of the eMarketPlace shall comply with the eMarketPlace's Terms of Use.
- 5.5.7** Contractor is solely responsible for the security and accuracy of transactions facilitated through the eMarketPlace, including the assessment, collection, and remittance of any sales tax.
- 5.5.8** Lead State reserves the right to approve all pricing, catalogs, and information on the eMarketPlace. All product lists provided on the eMarketplace must be approved by the Lead State. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices required by the Master Agreement.
- 5.5.9** NASPO Participating Entities may have their own procurement system, separate from the NASPO eMarketPlace, that enables the use of certain NASPO Master Agreements. In the event one of these entities elects to use this NASPO ValuePoint Master Agreement (available through the eMarketPlace) but publish to their own eMarketPlace, Contractor agrees to work in good faith with the entity and NASPO to implement the catalog.
- 5.5.10** In the event a Participating Entity has entity-specific catalog requirements set forth in its Participating Addendum (*e.g.*, restrictions in the scope of offerings, etc.), Contractor shall ensure its eMarketPlace Content for that Participating Entity accurately reflects and is compliant with these requirements.
- 5.5.11** Implementation Timeline: Following the execution of Contractor's Master Agreement, NASPO will provide a written request to Contractor to begin the onboarding process into the eMarketPlace. Contractor shall have fifteen (15) days from receipt of written request to work with NASPO to set up an enablement schedule, at which time the technical documentation for onboarding shall be provided to Contractor. The schedule will include future calls and milestone dates related to test and go live dates.

- 5.5.11.1** Contractor's NASPO eMarketPlace account with eQuoting functionality shall minimally be established within thirty (30) days following the written request.
- 5.5.11.2** Contractor shall deliver either a (1) hosted catalog or (2) punchout site, pursuant to the mutually agreed upon enablement schedule.
- 5.5.11.3** NASPO will work with Contractor to decide which structures between hosted catalog, punchout site, and/or eQuoting as further described below will be provided by Contractor.
  - 5.5.11.3.1** Hosted Catalog. By providing a hosted catalog, Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to NASPO, such as a tab delimited text file. Contractor is solely responsible for ensuring the most up-to-date versions of its product/service offerings approved by the Lead State under this Master Agreement are reflected in the eMarketPlace.
  - 5.5.11.3.2** Punchout Site. By providing a punchout site, Contractor is providing its own online catalog, which must be capable of being integrated with the eMarketPlace as a Standard punchout via Commerce eXtensible Markup Language (cXML). Contractor shall validate that its online catalog is up-to-date. The site must also return detailed UNSPSC codes for each line item.
  - 5.5.11.3.3** eQuoting. NASPO will work with Contractor to set up participation and use to provide eQuotes through the NASPO eMarketPlace. This requirement would be in addition to any requirement to provide a hosted catalog or punchout site.
- 5.5.12** Hosted catalogs and punchout sites will provide all of the eMarketPlace standard data elements/information including, but not limited to, the following:
  - 5.5.12.1** The most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with this Master Agreement;
  - 5.5.12.2** A Lead State contract identification number for this Master Agreement;
  - 5.5.12.3** Detailed product line item descriptions;
  - 5.5.12.4** Pictures illustrating products, services, or solutions where practicable; and
  - 5.5.12.5** Any additional NASPO, Lead State, or Participating Addendum requirements.
- 5.6 Cancellation.** In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor.

Cancellation based on nonuse or under-utilization will not occur sooner than two years after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

- 5.7 Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.
- 5.8 Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

## VI. Pricing, Payment & Leasing

- 6.1 Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.
- 6.1.1** All prices and minimum rates must be guaranteed for the initial term of the Master Agreement.
- 6.1.2** Following the first twelve (12) months of the Master Agreement period, any request for price adjustments must be for an equal guarantee period and must be received by the Lead State Contract Administrator at least 120 days prior to the requested effective date. Requests for price adjustments must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to pricing will be allowed prior to the effective date unless the pricing is decreased.
- 6.1.3** Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.
- 6.1.4** No retroactive adjustments to prices or rates will be allowed.
- 6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

- 6.3 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

## VII. Ordering

- 7.1 Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This quote procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.
- 7.3 Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- 7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
- 7.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.
- 7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
- 7.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- 7.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement’s terms.
- 7.5.5** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed

after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

- 7.6 Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:
- 7.6.1** The services or supplies being delivered;
  - 7.6.2** A shipping address and other delivery requirements, if any;
  - 7.6.3** A billing address;
  - 7.6.4** Purchasing Entity contact information;
  - 7.6.5** Pricing consistent with this Master Agreement or as adjusted by agreement of the Purchasing Entity and Contractor (i.e. volume discount, state-specific administrative fee, etc.);
  - 7.6.6** A not-to-exceed total for the products or services being ordered; and
  - 7.6.7** The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.
- 7.7 Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- 7.8 Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

## VIII. Shipping and Delivery

- 8.1 Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.
- 8.1.1** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2 Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 8.3 Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (*e.g.*, scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon



becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.

- 8.4 Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

## IX. Inspection and Acceptance

- 9.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3 Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
- 9.3.1** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use.
- 9.3.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- 9.4 Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.
- 9.5 Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.
- 9.5.1** The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.
- 9.5.2** If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

- 9.5.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.
- 9.5.4** Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to this section.
- 9.5.5** No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

## X. Warranty

- 10.1 Applicability.** Unless otherwise specified in the Master Agreement Exhibit C, Participating Addendum, or ordering document, the terms of this Section X will apply.
- 10.2 Warranty.** The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.
- 10.3 Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.
- 10.4 Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 10.5 Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section IX.

## XI. Product Title

- 11.1 Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.
- 11.2 Embedded Software.** Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

- 11.3 License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

## **XII. Indemnification**

- 12.1 General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.
- 12.2 Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").
- 12.2.1** The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
- 12.2.1.1** provided by the Contractor or the Contractor's subsidiaries or affiliates;
  - 12.2.1.2** specified by the Contractor to work with the Product;
  - 12.2.1.3** reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
  - 12.2.1.4** reasonably expected to be used in combination with the Product.
- 12.2.2** The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.
- 12.2.3** The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property

Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

- 12.2.4** Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

### XIII. Insurance

- 13.1 Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.
- 13.2 Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- 13.3 Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
- 13.3.1** Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;
- 13.3.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- 13.4 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- 13.5 Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.
- 13.6 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 13.7 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage

may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

- 13.8 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

#### XIV. General Provisions

##### **14.1 Records Administration and Audit**

**14.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

**14.1.2** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

**14.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

##### **14.2 Confidentiality, Non-Disclosure, and Injunctive Relief**

**14.2.1 Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

**14.2.1.1** Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

- 14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.
      - 14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.
- 14.2.2 **Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.
  - 14.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.
  - 14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.
  - 14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.
  - 14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.
- 14.2.3 **Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be adequately

compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

**14.2.4 Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

**14.2.5 NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

**14.2.6 Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

### **14.3 Assignment/Subcontracts**

**14.3.1** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

**14.3.2** The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

**14.4 Changes in Contractor Representation.** The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

**14.5 Independent Contractor.** Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

**14.6 Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in

whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

- 14.7 Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

#### **14.8 Defaults and Remedies**

- 14.8.1** The occurrence of any of the following events will be an event of default under this Master Agreement:
- 14.8.1.1** Nonperformance of contractual requirements;
  - 14.8.1.2** A material breach of any term or condition of this Master Agreement;
  - 14.8.1.3** Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;
  - 14.8.1.4** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
  - 14.8.1.5** Any default specified in another section of this Master Agreement.
- 14.8.2** Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- 14.8.3** If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:
- 14.8.3.1** Any remedy provided by law;
  - 14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;



**14.8.3.3** Assessment of liquidated damages as provided in this Master Agreement;

**14.8.3.4** Suspension of Contractor from being able to respond to future bid solicitations;

**14.8.3.5** Suspension of Contractor's performance; and

**14.8.3.6** Withholding of payment until the default is remedied.

**14.8.4** Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

**14.9 Waiver of Breach.** Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

**14.10 Debarment.** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

#### **14.11 No Waiver of Sovereign Immunity**

**14.11.1** In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

**14.11.2** This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not

limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

#### **14.12 Governing Law and Venue**

**14.12.1** The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

**14.12.2** Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

**14.12.3** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

**14.13 Assignment of Antitrust Rights.** Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

**14.14 Survivability.** Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

**SIGNATURE PAGE**

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

**CONTRACTOR**

**Safariland, LLC**

Signed by:

*Brad Williams*

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**By:** Brad Williams, President

**Date:** 6/26/2025

**STATE OF COLORADO**

**Jared S. Polis, Governor**

**Department of Personnel and Administration,  
State Purchasing and Contracts Office**

**Tony Gherardini, Executive Director**

DocuSigned by:

*John Chapman*

EF45AFDEB51E414...

**By:** John Chapman State Purchasing Manager

**Date:** 6/27/2025

**STATE CONTROLLER**

**Robert Jaros, CPA, MBA, JD**

DocuSigned by:

**By:**

*Nathan Manley*

66856696CC1A43A... Nathan Manley

**Effective Date:** 6/27/2025

In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated above by the State Controller or an authorized delegate.

## Exhibit A Scope of Work

### I. Master Agreement Deliverables

**1.1** Body Armor Products must meet the NIJ, ASTM, and/or any additional product standards as requested by the Lead State for the price list. As new standards are published, Contractor may or may not have transition dates provided to add new products to the Master Agreement. As products are no longer maintained on the NIJ CPL or ASTM Verified Products List, the Lead State will remove them from Contractor's Price List, if not removed by Contractor. If new verification and/or certification programs are completed by NIJ, ASTM, or other recognized conformity assessment body, the Lead State may request new products from Contractor. When new or revised standards are available, Contractor will be expected to submit products compliant with the new or revised standards during the term of the Master Agreement. If new standards are published in the last few months of the last term of the Master Agreements Contractor will not be required to submit new products compliant with new or revised standards. Contractor will not be required to provide all product types.

#### **1.2** Product Standards

- NIJ Standard 0101.06, Ballistic Resistance of Body Armor. This standard applies until the associated NIJ CPL is no longer maintained by NIJ.
- NIJ 0101.07, Ballistic Resistance of Body Armor. This standard applies when the associated NIJ CPL is available; The associated NIJ CPL is expected to be maintained by NIJ throughout the time frame of the Master Agreements.
- NIJ Standard 0115.00, Stab Resistance of Personal Body Armor. This standard applies until the associated NIJ CPL is no longer maintained by NIJ.
- NIJ Standard 0115.01, Stab Resistance of Personal Body Armor. This standard applies when the associated NIJ CPL is available; The associated NIJ CPL is expected to be maintained by NIJ throughout the time frame of the Master Agreements.
- ASTM E3368/E3368M, Standard Specification for Ballistic-Resistant Helmets Worn by U.S. Public Safety Officers also to include ballistic resistant face shields when on Verified Products List. Helmets not yet on ASTM Verified Products List will be allowed until 12/31/2026 on the Non-Market Basket List with products that are not verified or certified.
- ASTM E3347/E3347M Standard Specification for Ballistic-Resistant Shields Used by Law Enforcement Officers. Shields not yet on ASTM Verified Products List will be allowed until 12/31/2026 on the Non-Market Basket List with products that are not verified or certified.
- New or revised product standards for body armor and ballistic-resistant products. Products compliant with new or revised product standards may be added to price lists if requested and approved by the Lead State. Requested additions to price list may or may not be approved in a timely manner.

#### **1.3** Product Category

- **Ballistic-resistant Vest:** NIJ Standard 0101.07 Protection Levels HG1, HG2, RF1, RF2, RF3. NIJ Standard 0101.06 Products will be accepted on the price lists until the NIJ CPL for 0101.06 is no longer online. When it is no longer maintained by NIJ these products will not be acceptable on the Master Agreements.
- **Stab-resistant Vest:** NIJ Standard 0115.00 or 0115.01 Spike or Edged Blade Protection Levels 1, 2, and 3. Vest models shall be listed on the NIJ Stab Armor CPL. When available from NIJ, the stab panel shall have the NIJ mark on the label.
- **Combination Vest:** Ballistic and Spike and/or Edged Blade: All vests offered as combination vests shall be listed on both the NIJ Ballistic Armor CPL and the NIJ Stab Armor CPL. The ballistic panel shall have the NIJ mark on the label. When available from NIJ, the stab panel shall have the NIJ mark on the label.
- **In Conjunction With Armor:** NIJ -0101.07 Protection Levels HG1, HG2, RF1, RF2, RF3. The ballistic panels shall have the NIJ mark on the label.
- **K-9 Ballistic-resistant Vest:** There is no NIJ standard or Compliance Testing Program for K-9 body armor. K-9 vests will be located on the Non-Market Basket List with products that are not verified or certified
- **K-9 Combination Vest:** There is no NIJ standard or Compliance Testing Program for K-9 body armor. K-9 vests will be located on the Non-Market Basket List with products that are not verified or certified.
- **K-9 Stab-resistant Vest:** There is no NIJ standard or Compliance Testing Program for K-9 body armor. K-9 vests will be located on the Non-Market Basket List with products that are not verified or certified.
- **Ballistic-resistant Helmets:** ASTM Standard Specification for Ballistic Resistant-Resistant Helmets Worn by U.S. Public Safety Officers ASTM E3368/E3368M. To include ballistic resistant face shields as well when listed on the Verified Products List. Models shall be listed on the ASTM Verified Products List.
- **Ballistic-resistant Shields:** ASTM Standard Specification for Ballistic-Resistant Shields Used by Law Enforcement Officers E3347/E3347M. Models shall be listed on the ASTM Verified Products List.
- **Carriers:** Carriers are an integral part of a vest (providing no ballistic protection), and some types of carriers are: Concealable, uniform shirt, and tactical.

**1.4 Accessories:** includes but is not limited to the following items:

- **Ballistic-resistant:** As of the date of the posting of this RFP, NIJ, ASTM or other group does not certify or verify ballistic-resistant accessories. During the term of this Master Agreement, when certification or verification programs are implemented for any of these categories, including shoulder, neck, groin, and other ballistic-resistant accessories, Contractor will be expected to provide new products in these verification or certification programs. Transition dates may or may not be provided for adding new items to price lists.
- **Groin, yoke, bicep, collar, shoulder, and throat protectors:** To be added to Market Basket list after verification or certification programs are implemented.
- **Non-ballistic-resistant Products**
- **Trauma pack:** Located on Non-Market Basket list with products that are not verified or certified.
- **Trauma plate:** Located on Non-Market Basket list with products that are not verified or certified.
- **Insert (soft armor or hard armor)** Located on Non-Market Basket list with products that are not verified or certified.
- **Pouches:** Located on Non-Market Basket list with products that are not verified or certified.

- **Replacement carrier straps:** Located on Non-Market Basket list with products that are not verified or certified.
- **ID Patches:** Located on Non-Market Basket list with products that are not verified or certified.
- **Carry bags for concealable vest, tactical vest, shield, and helmet:** Located on Non-Market Basket list with products that are not verified or certified.
- **Helmet equipment rails, pads, and retention/suspension system:** Located on Non-Market Basket list with products that are not verified or certified.
- **Shield lights, shoulder straps, logos:** Located on Non-Market Basket list with products that are not verified or certified.

## II. Product Specifications

Body Armor and Ballistic-Resistant Products must be ordered new and unused, and shall not contain re-used/remanufactured or re-purposed components.

Body Armor and Ballistic-resistant Products that are listed on NIJ-CPL, ASTM-Verified Products List, or other verification or certification program, shall be constructed identically to the original model tested and certified or verified to comply with the NIJ or ASTM Standards referenced in this solicitation or provided by ASTM, NIJ or other body as approved by the Lead State. For body armor and ballistic-resistant products not certified by NIJ or verified by ASTM, the Contractor shall specify the standard(s) and threats against which the product was tested, shall provide attestation of compliance with the standard(s), and shall provide (upon request of the Lead State or Purchasing Entity) the test report.

All materials and construction shall be of the same as reported to NIJ in the “Build Sheet” or in the “submittal package” which lists the materials and construction for the model for NIJ certified products. All materials and construction shall be the same as in the ASTM-required build sheet or submittal package for ASTM verified products.

Workmanship shall be first quality, with no defects that might affect performance, wearability, or durability of the vest.

Products intended to be worn by end users shall not be “bulk ordered” inventory, nor substantially tailored or modified “off the shelf” items. Items worn by end users are to fit personnel as needed, since altering products could potentially change the performance aspects originally tested under NIJ Compliance Testing Program or ASTM Verification Process.

Each product intended to be worn by end users shall be made to professionally conducted measurements intended to fit a specific individual. Under no circumstances shall measurements result in a product that does not properly fit and/or provide adequate protective coverage for that individual.

All vest measurements must be made according to Contractor procedures and take into account all clearances of panels and duty belts as described in the most recent version of ASTM E3003, Standard Practice for Measurement of Body Armor Wearers and Fitting of Armor.

Available sizes for soft armor vests (handgun protection) shall be consistent with the NIJ Compliance Testing Program requirements for the size range listed on the NIJ CPL.

All Body Armor Products that include the option of additional trauma packs, trauma plates, or inserts shall have the pocket/holder securely attached to keep the inserts in position while worn.

All fasteners, including hook and pile (Velcro), non-directional snaps, webbing, side release buckles, Fastex buckles (or approved equivalent), and zippers, shall be the same or similar color, as approved by the Purchasing Entity, as the carrier.

The label shall withstand normal wear and cleaning and shall remain legible and attached throughout the entire warranted life of the product. All Body Armor shall be labeled with strict adherence to any applicable laws and regulations and follow the appropriate labeling requirements according to NIJ Standards for body armor or ASTM Verification Mark standards for ballistic-resistant products other than body armor, as updated or amended. This shall include at least the following for applicable products:

- a) Name of Contractor.
- b) Location of Contractor.
- c) Model designation from the relevant NIJ CPL or ASTM Verified Products List (The model designation number shall match the submitted price list and letter of certification/verification.)
- d) ASTM Verification Mark and name of the standard to which the product is verified
- e) NIJ Mark and identifier for the relevant NIJ Standard, such as NIJ Standard- 0101.06, NIJ Standard-0101.07 or NIJ Standard-0115.00 or NIJ Standard- 0115.01 (Combination armor shall indicate both).
- f) Completed manufacturing date
- g) Lot number.
- h) Unique serial number.
- i) Brand name and catalog number.
- j) A "Property of" space so Purchasing Entity can enter an agency or officer name.
- k) An "Asset Number" space so Purchasing Entity can enter as needed.
- l) Basic care and maintenance instructions.
- m) For body armor and shields, basic care and maintenance instructions.
- n) Size of product.
- o) Ballistic protection warranty period.

Contractor, agent, and/or distributor must have the serial numbers stored in a readily accessible database.

Ballistic-resistant components must have at least a 5-year Contractor's warranty.

All carriers must have at least an 18-month Contractor's warranty.

Warranty periods specified shall begin when Body Armor Products are delivered and accepted following inspection by Purchasing Entity.

All fasteners, including hook and pile (Velcro®), non-directional snaps, webbing, side release buckles, Fastex buckles (or approved equivalent), and zippers, shall be the same or similar color, as approved by the Purchasing Entity, as the carrier.

### III. Contractor Responsibilities and Tasks

#### 3.1 Customer Service

Contractor shall provide a single point of contact for all issues and questions regarding the goods and services provided, including, but not limited to: pricing, product issues, delivery, status of orders, and Contract issues.

Contractor must provide full service and support for awarded products during normal business hours.

Distributors must be able to service Purchasing Entities within a reasonable time frame, and must have the ability to travel to the Purchasing Entity's specified location once an order, regardless of quantity, has been received.

Distributors shall offer instruction or provide presentations, as requested by Purchasing Entities, regarding the care, usage, and limitation of bullet-resistant and stab-resistant armor.

### **3.2 Ordering and Invoicing Specifications**

All items subject to NIJ compliance testing must be listed on the NIJ CPL with a model status of "active" on the date the Order is placed. Items not subject to NIJ compliance testing or ASTM Verification shall have evidence of compliance with an appropriate standard.

Contractor may not provide Body Armor and Ballistic Resistant Products that have not been approved by the Lead State.

The price list shall be ceiling pricing. Contractor may offer lower pricing on a per Order basis to Purchasing Entities; likewise, Purchasing Entities may request lower pricing on a per Order basis only from Contractor.

All approved Price Lists will be submitted by the Lead State to NASPO ValuePoint. Contractor shall then update all applicable websites with the new Price Lists after the NASPO ValuePoint website has been updated. Contractor is not permitted to send Price List updates directly to NASPO ValuePoint.

All requested changes to price lists, additional products requested to be added, products removed, price modifications or other changes will be provided to the Lead State for approval and will be provided with colored text, or strike through colored text. If price list changes are not clear they may be requested to be modified for clarification.

Pricing must include all shipping, delivery and service costs associated with the product.

All sizing, measurements, and final fitting shall be done at no expense to, and shall be scheduled at the convenience of, the Purchasing Entity.

All orders, regardless of quantity, shall be delivered to Purchasing Entities within sixty (60) calendar days after Manufacturer receipt of order.

The Contractor must coordinate delivery with the Purchasing Entity specified on the order.

Body Armor improperly fitted to an individual wearer shall be altered or replaced and delivered to the individual within thirty (30) calendar days by the Contractor at no expense to the Purchasing Entity.

Product invoice shall contain, at a minimum:

- a)** Name of Purchasing Entity.
- b)** Order date.
- c)** Description of the product ordered.
- d)** NIJ CPL model designation and Threat Level.



- e) Serial number.
- f) Price.
- g) Any additional information required by the Purchasing Entity.

### **3.3 Packaging Requirements**

All Body Armor and Ballistic-resistant products shall be packaged in such a manner as to ensure delivery in undamaged condition.

All packages must be labeled to indicate, at minimum, the Contractor's name and order number and the Purchasing Entity's name, address, and contact person.

Packages that cannot be clearly identified may be refused and/or returned at no cost to the Purchasing Entity.

### **3.4 Delivery Requirements**

All deliveries must be FOB Destination; freight prepaid by the Contractor, to the Purchasing Entity's specified location. Responsibility and liability for loss or damage for all orders will remain with the Contractor until final inspection and acceptance, when responsibility will pass to the Purchasing Entity, except the responsibility for latent defects, fraud, and the warranty obligations.

All deliveries shall be made during normal working hours, which may vary for each Purchasing Entity of each Participating State.

It shall be the responsibility of the Contractor to be aware of the delivery days and receiving hours for each Purchasing Entity.

The Purchasing Entity shall not be responsible for any additional charges, should the Contractor fail to observe specific delivery days and receiving hours.

The delivery days and delivery hours shall be established after contract award by each individual Purchasing Entity.

### **3.5 Recycling**

Contractors are encouraged to facilitate recycling of used ballistic panels and other products on behalf of Purchasing Entities. Details listed in Exhibit E.

Recycling programs may be operated in-house by the Contractor, or through contractual or other arrangements which the Contractor shall establish with reputable domestic firms who have an established history of recycling ballistic materials and other products and providing chain of custody documentation.

Expired, unsafe and aged ballistic vests and other personal protection gear are transported to a processor where the material is processed and rendered unusable in ballistic protection applications. After the deconstruction of ballistic panels and/or other technical materials, the fiber is converted into end-use items such as gloves, brake pads, boat ropes, tire treads, etc. This will aid in keeping sensitive ballistic material out of circulation.

Recycled ballistic panels shall be tracked by serial number throughout the recycling process.

#### IV. Lead State Responsibilities and Tasks

##### 4.1 Product and Distributor List Revisions

As new products are made available; Contractor may submit these products for consideration by the Lead State. Only products that are new item numbers (i.e., having different materials, styles and/or construction) will be considered. Contractor may submit new products once per quarter by the 1st day of the quarter, and final approval of new products is at the discretion of the Lead State. New approved products will be listed on the website after approval by the Lead State. For new products submitted after the first of the month, having errors in the submission or errors in the items, or requested changes from the Contractor after initial approval, may have delays in approval for addition to the Master Agreement.

New products receiving Certification or Verification to the NIJ CPL or the ASTM Verified Products List may be added to the price list at the currently existing MSRP/List Price Discount Percentages in between quarters if requested by Contractor and at the discretion and approval of the Lead State.

Contractor shall notify the Lead State when products previously approved are suspended or removed from the NIJ CPL (e.g., NIJ Safety Notice or NIJ Advisory Notice issued) or removed from the ASTM Verified Products List.

Distributor lists to be provided to the Lead State when changes are requested by Contractor.  
Agent/Distributor form to be provided with all update requests.

After the first (12) months of the contract, the MRSP/List Price Discount Percentages will be used as one part of a guideline for price change reviews; other parts of the guideline include, but are not limited to, the overall increase from the current contract BID Price.

### Exhibit B – Product and Price List

Go to NASPO ValuePoint Master Agreement web page for current Lead State and Contractor Approved Product and Price List.

### Exhibit C – Agents and Distributors by State

Go to NASPO ValuePoint Master Agreement web page for current Lead State and Contractor Approved Agents and Distributors by State list.

Exhibit D – Authorized Distributor Form

To be completed and returned to the Lead State for review and approval at the Lead State’s discretion with any Distributor List Update requests.

Manufacturer/Contractor Name

Master Agreement Number

(Check one)

- ☐ The Agent/Distributor listed below is an authorized reseller and will provide Goods and Services in accordance with the State of Colorado and NASPO ValuePoint Request for Proposal and Master Agreement.
- ☐ The Agent/Distributor listed below will no longer provide Goods and Services under the NASPO ValuePoint Body Armor and Ballistic Resistant Products Master Agreement.

Agent / Distributor Company Name

State(s) Serviced by Agent/Distributor

Date(s) Training Completed (for new Distributors)

State(s) Serviced by Agent/Distributor

Agent/Distributor Name

Address:

Phone (include Toll-Free, if available)

Contact Person(s)

Email Address(es)

FEIN

Agent/Distributor Website (If available)

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

(Master Agreement Contractor)

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

(Distributor Representative)

## Exhibit E – Warranty and Recycling Plan

### Body Armor Destruction and Recycling

Davy Textiles Inc. works with local, state, and federal agencies to assist with the safe and secure disposal of your body armor. We strive to obtain the maximum recycle rate on materials received. Items that cannot be recycled are disposed of according to state and federal regulations.

We suggest the panel inserts are boxed and palletized, when necessary, with no external markings or paperwork identifying the contents. Pallets should be numbered appropriately. (1 of 4, 2 of 4, etc.) Boxes weighing less than 150 lbs. can be shipped without pallets. Pictures should be taken to ensure there is no damage or tampering while in transport.

It is required that you provide us with a vest panel count to ensure the complete shipment is received. For example, most concealable vests will have 2 panels, a front and back panel. Please note any exceptions. We will issue your disposal request (DR) number with the purchase order. Prior to shipping, email your Purchase Order to [support@davytextiles.com](mailto:support@davytextiles.com). Make sure you include the agency name as you want it shown on the Certificate of Destruction.

### Shipping

Ship your vests with a common carrier of your choice to our facility in Statesville NC.  
Davy Textiles Inc., 116 Wooten Street, Statesville NC 28677  
Office: 704.978.1099 / Cell: 704.651.8684 or [support@davytextiles.com](mailto:support@davytextiles.com)  
Our business hours are Monday through Friday 8:00 am-4:30 pm EST.

### Fee Schedule

After two decades of free destruction service, we are now forced to charge a fee due to circumstances beyond our control.

Vest panels = \$3.00 per panel

There will be an administrative fee of \$150 for shipping less than 50 panels.

Helmets = \$ 4.00 per helmet

Plates (metal/ceramic) = \$2.00 per plate

Carrier Environmental Fee= \$2.00 per outer carrier

Shipping costs will be greatly reduced if the outer carriers are removed.

A Certificate of Destruction will be issued after all items are destroyed and payment completed.

Thank you for investing in a sustainable future.

### **EXPRESS LIMITED WARRANTY FOR SAFARILAND® FLEXIBLE BODY ARMOR VESTS CERTIFIED UNDER NIJ-0101.06**

1. Safariland warrants that its “NIJ-06” flexible body armor vests (“Vests”) have been certified to comply with the National Institute of Justice’s (“NIJ”) Ballistic Resistance of Body Armor, NIJ Standard-0101.06 (July 2008), for the applicable NIJ threat level designated on each Vest’s label. For multi-threat (i.e., ballistic and stab resistant) Vests, Safariland also warrants that the Vests have been certified to comply with the NIJ’s Stab Resistance of Personal Body Armor, NIJ Standard-0115.00 (September 2000), for the applicable NIJ spike threat level designated on each Vest’s label.

2. For a period of sixty (60) months after the date of purchase, Safariland warrants that the ballistic panels of its Vests shall be free from defects in material and workmanship. Vests should not be worn or used after the expiration of this warranty period (i.e., “useful life” period).

3. For a period of twelve (12) months after the date of purchase, Safariland warrants that the outer carriers of its Vests shall be free from defects in material and workmanship.

4. Vests shall be always worn in accordance with Safariland’s Use & Care instructions and subject to the Warnings contained in the applicable User Manual included with each Vest. The above warranties do not apply to any Vest that has been subjected to misuse, abuse, accident, neglect, unauthorized alteration, breakage, interruption, damage, improper storage or handling, or unauthorized repair or service.

### **EXPRESS LIMITED WARRANTY FOR STANDARD-SIZE BODY ARMOR SYSTEMS**

Subject to the Qualifications and Limitations contained herein, by Safariland®, LLC (the “Company”) warrants that:

(1) the body armor system(s) sold in connection herewith shall meet the Ballistic Performance Specifications set forth below for a period of sixty (60) months after the date of issue;

(2) the ballistic panel portion(s) of the body armor system(s) sold in connection herewith shall be free from defects in material and workmanship for a period of sixty (60) months after the date of issue; and

(3) the outer shell carrier portion(s) of the body armor system(s) sold in connection herewith shall be free from defects in material and workmanship for a period of twelve (12) months after the date of issue.

### **EXPRESS LIMITED WARRANTY FOR CUSTOM-FIT BODY ARMOR SYSTEMS**

Subject to the Qualifications and Limitations contained herein, by Safariland®, LLC (the “Company”) warrants that:

(1) the body armor system(s) sold in connection herewith shall meet the Ballistic Performance Specifications set forth below for a period of sixty (60) months after the date of issue;

(2) the ballistic panel portion(s) of the body armor system(s) sold in connection herewith shall be free from defects in material and workmanship for a period of sixty (60) months after the date of issue; and

(3) the outer shell carrier portion(s) of the body armor system(s) sold in connection herewith shall be free from defects in material and workmanship for a period of twelve (12) months after the date of issue.

### **EXPRESS LIMITED WARRANTY FOR SAFARILAND® BALLISTIC RESISTANT EQUIPMENT**

Subject to the limitations set forth herein, Safariland, LLC (the “Company”) warrants its Ballistic Resistant Equipment (“Equipment”) as follows:

**WORKMANSHIP** - Equipment, including but not limited to shields, helmets, face shields, shin guards, blankets and non-certified armor plates, is warranted to be free from defects in material and workmanship for a period of twelve (12) months from the date of purchase.

**BALLISTIC PERFORMANCE** - Equipment has been tested for ballistic performance at an NIJ-accredited laboratory. For a period of sixty (60) months from the date of purchase, Equipment is warranted for ballistic performance in accordance with the applicable testing protocol, which may include NIJ STD-0106.01 (Ballistic Helmets), NIJ STD-0108.01 (Resistant Materials) and/or Safariland's independent testing protocol for noncertified products, as against the threat level designated on the Equipment's label. Equipment shall be tested without conditioning and will be deemed satisfactory so long as there are no perforations. Equipment should not be used after the expiration of this warranty period (i.e., "useful life" period).

*This is a **LIMITED WARRANTY** and is the sole and exclusive warranty for the SAFARILAND® PROTECH® Tactical Equipment. It shall not be enlarged by any representation, description, course of dealing, trade usage, or otherwise. This warranty does not apply if the Company's examination determines that the Equipment has been subjected to misuse, abuse, accident, neglect, alteration, breakage, damage, improper storage or handling, or unauthorized repair or service. Further, this warranty is subject to the proper use and care of the Equipment, which includes, but not limited to, avoidance of the following:*

- *Exposure to chemicals and/or solvents other than approved cleaning agents*
- *Storage in direct sunlight for prolonged periods of time*
- *Storage in damp areas*
- *Damage through misuse or mishandling*

THE COMPANY MAKES NO OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ANTICIPATED OR LOST PROFITS, INCIDENTAL DAMAGES, LOSS OF TIME, OR OTHER INDIRECT LOSSES OR EXPENSES THAT ARISE FROM ANY CAUSE RELATING TO THE PRODUCT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

### **EXPRESS LIMITED WARRANTY FOR STANDARD-SIZE BODY ARMOR SYSTEMS**

Subject to the Qualifications and Limitations contained herein, by Safariland®, LLC (the "Company") warrants that:

(1) the body armor system(s) sold in connection herewith shall meet the Ballistic Performance Specifications set forth below for a period of sixty (60) months after the date of issue;

(2) the ballistic panel portion(s) of the body armor system(s) sold in connection herewith shall be free from defects in material and workmanship for a period of sixty (60) months after the date of issue; and

(3) the outer shell carrier portion(s) of the body armor system(s) sold in connection herewith shall be free from defects in material and workmanship for a period of twelve (12) months after the date of issue.

### **EXPRESS LIMITED WARRANTY FOR CUSTOM-FIT BODY ARMOR SYSTEMS**

Subject to the Qualifications and Limitations contained herein, by Safariland®, LLC (the “Company”) warrants that:

(1) the body armor system(s) sold in connection herewith shall meet the Ballistic Performance Specifications set forth below for a period of sixty (60) months after the date of issue;

(2) the ballistic panel portion(s) of the body armor system(s) sold in connection herewith shall be free from defects in material and workmanship for a period of sixty (60) months after the date of issue; and

(3) the outer shell carrier portion(s) of the body armor system(s) sold in connection herewith shall be free from defects in material and workmanship for a period of twelve (12) months after the date of issue.

### **EXPRESS LIMITED WARRANTY FOR NIJ-06 CERTIFIED HARD ARMOR PLATES**

**WORKMANSHIP** - Hard Armor Plate shall be warranted to be free from defects in material and workmanship for a period of twelve (12) months from date of purchase.

**BALLISTIC PERFORMANCE** - Hard Armor Plate has been certified to comply with National Institute of Justice (NIJ) Standard for Ballistic Resistance of Body Armor (NIJ STD-0101.06) for the threat level designated on the Hard Armor Plate’s label. For a period of sixty (60) months from the date of purchase, Hard Armor Plate shall be warranted for ballistic performance in accordance with the P-BFS protocol as specified in NIJ STD-0101.06, Section 7.8. Hard Armor Plate shall be tested without being subjected to the Armor Drop Test and will be deemed satisfactory so long as there are no perforations of the plate. Hard Armor Plate should not be worn or used after the expiration of this warranty period (i.e., “useful life” period).

*This is a LIMITED WARRANTY and is the sole and exclusive warranty for the SAFARILAND® PROTECH® Hard Armor Plate. It shall not be enlarged by any representation, description, course of dealing, trade usage, or otherwise.*

### **EXPRESS LIMITED WARRANTY FOR NIJ-04-05 CERTIFIED HARD ARMOR PLATES**

Subject to the limitations set forth herein, Safariland, LLC (the “Company”) warrants its hard armor plates (“Hard Armor Plate”) as follows:

**WORKMANSHIP** - Hard Armor Plate shall be warranted to be free from defects in material and workmanship for a period of twelve (12) months from date of purchase.

**BALLISTIC PERFORMANCE** - Hard Armor Plate has been certified to comply with National Institute of Justice (NIJ) Standard for Ballistic Resistance of Body Armor (NIJ STD-0101.04/2005 Interim Requirements) for the threat level designated on the Hard Armor Plate’s label. For a period of sixty (60)



months from the date of purchase, Hard Armor Plate shall be warranted for ballistic performance in accordance with the Safariland® VestCheck™ Testing Program for NIJ STD-0101.04 / 2005 Interim Requirements Used Body Armor Vests. Hard Armor Plate shall be evaluated using a destructive V50 testing procedure conducted in accordance with NIJ 0101.04 Standard §§ 5.17 - 5.22 (as supplemented by the NIJ 05 Interim Standards and Addendum B) for the NIJ threat level designated on the plate's label. Hard Armor Plate shall be tested without being subjected to Armor Drop Test and will be deemed satisfactory so long as the V50 result is above the highest NIJ reference velocity for the specified NIJ threat level +30 fps. Hard Armor Plate should not be worn or used after the expiration of this warranty period (i.e., "useful life" period).

*This is a LIMITED WARRANTY and is the sole and exclusive warranty for the SAFARILAND® PROTECH® Hard Armor Plate. It shall not be enlarged by any representation, description, course of dealing, trade usage, or otherwise.*

*This warranty does not apply if the Company's examination determines that the Hard Armor Plate has been subjected to misuse, abuse, accident, neglect, alteration, breakage, damage, improper storage or handling, or unauthorized repair or service. Further, this warranty is subject to the proper use and care of the Hard Armor Plate, which includes, but not limited to, avoidance of the following:*

- *Exposure to chemicals and/or solvents other than approved cleaning agents*
- *Storage in direct sunlight for prolonged periods of time*
- *Storage in damp areas*
- *Damage through misuse or mishandling*

Frequent visual inspection of the Hard Armor Plate is recommended as well as torque testing by twisting and pinching the edges of the Hard Armor Plate to check for any cracks, breaks, or any other imperfections and listening for any crunching or grinding noise in the Hard Armor Plate. Immediately seek evaluation and DO NOT USE if any flaws are discovered during inspection.

### **Hardwire Limited Warranty**

**You are relying on your armor to protect you, so we take extraordinary steps to ensure that it will.**

Subject to the limitations set forth herein, Hardwire LLC ("Hardwire") warrants to the original end-user purchaser ("Original Purchaser" or "You") that for **ten (10) years** after the date of purchase, its products, to include **hard body armor plates, "B-kit" vehicle door armor, tactical shields, whiteboards, clipboards, and backpack inserts** (the "Product") will meet the ballistic performance requirements set forth on the label of the Product. The Product complies with the National Institute of Justice's (NIJ) Ballistic Resistance Standards in effect on the date of manufacture of the Product, as follows:

**Hard Body Armor:** NIJ Standard 0101.06

**"B-Kit" Vehicle Door Armor, Tactical Shields, Whiteboards, Clipboards, Backpack Inserts:** NIJ Standard 0108.01

Hardwire warrants that, for a period of **10 years** after the date of purchase, the materials ("Materials") and workmanship of the Product shall

be free from defects, considering environmental conditions consistent with the applicable NIJ standards. Materials apply only to the opaque ballistic composite, not to include dry erase films, automotive covers, or transparent armor.

All accelerated aging tests of these Products indicate that the Materials will withstand the test of time. Your job requires confidence in your equipment. To maintain that, Hardwire will periodically perform ballistic testing to ensure performance against penetration of the rounds in the applicable NIJ Standard for the Product, as set forth above. If at any time Hardwire, at its sole discretion, determines that the Product will not resist penetration, Hardwire will notify the Original Purchaser and provide a store credit equivalent to the greater of the straight-line depreciated value of the product over the industry-standard five year life or 20% of the original purchase price toward new purchase of any Product. Hardwire views this **unprecedented Limited Warranty as a relationship to maintain communication with you about your equipment's performance.**

Misuse or abuse of the Product will void the Limited Warranty. Hardwire will, in its sole discretion, make this determination. This Limited Warranty shall be null and void and shall not apply if the Product, in Hardwire's sole judgment and discretion, has been subjected to misuse, abuse, accident, alteration, breakage, damage, unauthorized repair or service, or improper care of the Product, but excluding damage or breakage of the Product incurred due to the Product's intended use in the line of duty as determined by Hardwire in Hardwire's sole discretion. Intentionally shooting or testing of the Product in any capacity will void the Limited Warranty.

**If your armor Product is shot in the line of duty and your Product is damaged, Hardwire will replace it free of charge.**

In the event that Hardwire determines that the Product is defective during an applicable Limited Warranty period, Hardwire shall (at its election) replace, repair, or issue a pro-rated purchase price credit for such Product. Any claim under this Limited Warranty must be delivered to Hardwire at its address listed above within ten (10) days following the date of delivery or, for latent defects, within ten (10) days following discovery of such defect. All returns shall be made to Hardwire's factory and must include (1) proof of issue / purchase, and (2) documentation specifying the claimed defect and all relevant supporting information. A Return Authorization Number (RAN) must be obtained from Hardwire prior to returning the product. Shipping, handling, and repair costs may be charged to the Original Purchaser if in Hardwire's sole discretion, the Product has been misused in any way. Hardwire will estimate such cost and proceed based solely on the Original Purchaser's approval at the time of return.

This is a LIMITED WARRANTY and is the sole and exclusive warranty for the Product. This Limited Warranty is given only to the Original Purchaser, and to no other person or entity. **In order to receive this Limited Warranty, the original Purchaser must register its Product on Hardwire's website.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

HARDWIRE AND ITS RESELLERS AND DISTRIBUTORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCT, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. This Limited Warranty shall not be expanded in scope by any representation, description, course of dealing, course of performance, usage of trade, or otherwise.

YOUR EXCLUSIVE AND SOLE REMEDY FOR ANY CLAIM ARISING OUT OF A PRODUCT DEFECT, MALFUNCTION, OR FAILURE OF PERFORMANCE, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, SHALL BE THE REPAIR OR REPLACEMENT OF, OR, IN HARDWIRE'S SOLE DISCRETION, A REFUND OF THE AMOUNT OF THE PURCHASE PRICE PAID FOR, THE PRODUCT DETERMINED BY HARDWIRE TO BE DEFECTIVE. HARDWIRE SHALL NOT BE OBLIGATED TO PROVIDE ANY REMEDY IF YOU HAVE NOT NOTIFIED HARDWIRE IN WRITING OF SUCH DEFECT DURING THE RELEVANT WARRANTY PERIOD. IN NO EVENT SHALL HARDWIRE'S LIABILITY FOR ANY CLAIM BE GREATER THAN THE AMOUNT OF THE PURCHASE PRICE PAID FOR THE PRODUCT.

IN NO EVENT SHALL HARDWIRE BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ANTICIPATED OR LOST PROFITS, INCIDENTAL DAMAGES, OR ANY OTHER INDIRECT LOSSES, DAMAGES, OR EXPENSES THAT ARISE FROM ANY CAUSE RELATING TO THE PRODUCT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.\*

\* Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

HARDWIRE AND YOU KNOWINGLY AND WILLINGLY WAIVE ANY RIGHT THEY HAVE UNDER APPLICABLE LAW TO A TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF OR IN ANY WAY RELATED TO THIS LIMITED WARRANTY. This Limited Warranty is applicable only in the United States of America. This Limited Warranty shall be construed, and the respective rights of You and Hardwire shall be determined, according to the laws of the State of Maryland, without regard to choice of law or conflicts principles of Maryland or any other jurisdiction; the courts of Maryland shall have exclusive jurisdiction over any disputes or issues arising under these Terms and Conditions; and the parties submit to the exclusive venue of the courts of Worcester County, Maryland.

**In order to receive this Limited Warranty, the original Purchaser must register its Product on Hardwire's website.  
Please visit [www.hardwirellc.com/registration/](http://www.hardwirellc.com/registration/)  
Or call 410-957-3669 and we will happily register your products.**

## Warranty

**READ ALL INSTRUCTIONS & WARNINGS BEFORE USING THIS PRODUCT**

This product must not be used for any other use than the one it was intended for.

### **Busch GmbH & Co. KG Warranty Coverage**

Busch Group Helmets (Busch GmbH & Co.KG) warrants its products to be free of defects in material and workmanship for the following periods from the DATE OF PURCHASE. The "Warranty Period is:

- Helmet Ballistic shell: 5 year
- Helmet non-Ballistic shell 1 year
- Ballistic/Non-Ballistic Visor protection screen 3 years (In use)
- Helmet/Visor components-non consumable (fit band, hardware, buckles): 1 year
- Helmet Components-including consumable components (comfort layer, impact pads, retention system): 1 year

Only the original purchaser of a product is eligible for warranty coverage. The warranty period begins from the DATE OF PURCHASE. Additional information on our website: [www.buschprousa.com](http://www.buschprousa.com)

### **What this Warranty does not cover:**

- Damage caused through use of adhesives, solvents, or caustic chemicals.
- Damage caused through misuse, neglect, abuse or mishandling.
- Damage caused through accident or acts of nature.
- Damage caused through improper storage or maintenance, including scratches and paint chips
- Damage through normal wear and tear, including scratched, dented & dropped visors.
- Damage cause through alteration, changes, or repairs not authorised in writing by Busch GmbH & Co.KG. or Busch PROtective USA, LLC
- Further damage caused by anything other than defects in materials or workmanship.

If you make any modifications, changes or alterations to this product without Busch GmbH's authorisation in writing, this warranty will be void.

### **What Busch GmbH/Busch PROtective USA, LLC will do to rectify a problem**

If the supplied product or parts of the product fails to perform due to a material defect or poor workmanship during the Warranty Period, we are obligated to repair or, at our option, replace the defective product or part with the same or comparable item at no charge to you for parts or labor. Our aim is to make reasonable efforts to repair or replace the product. We aim to do our best to match colors and styles, but cannot guarantee that we will be able to send back the product in the exact same color and style. If we believe that the product cannot be repaired or a suitable replacement item is not available, we will aim to refund the original purchase price which is shown on the purchase order. Our replacements and repairs are warranted only for the original Warranty Period.

Warnings limited warranty (Rights and options available to you)

In the event any Busch GmbH product is found to be defective in workmanship or material our only obligation to you and your only option shall be to repair, replace or refund the purchase price of products, which you may only obtain through complying with the procedure described in this warranty policy.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY EXPRESS OR IMPLIED WARRANTY, EXCEPT WHERE PROHIBITED BY LAW, BUSCH GMBH WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES (INCLUDING LOST PROFITS) ARISING FROM THIS PRODUCT, REGARDLESS OF THE LEGAL THEORY ASSERTED. THE REMEDIES IN THIS LIMITED WARRANTY ARE EXCLUSIVE, EXCEPT FOR ANY THAT MAY BE PROVIDED BY YOUR PROVINCE. CHECK YOUR OWN PROVINCE LAW FOR ANY ADDITIONAL WARRANTY RIGHTS AND REMEDIES.

Revision 2022.8



**NASPO Agency Price List**

**NASPO ValuePoint Master Agreement 198469**

Price List Effective November 11, 2025

# CONCEALABLE ARMOR

## SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 198469

Part Number	Description	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
NIJ Standard 0101.06 Ballistic Resistance   Front and Back Ballistic Panel Set						
<b>HARDWIRE® 57</b>						
1366300-M	HARDWIRE® 57 Level IIIA, A7 - Male Panel Set	BA-3A00S-HW01	\$2,520.00	\$1,512.00	40%	60 Days
1366300-U	HARDWIRE® 57 Level IIIA, A5 - Female Unstructured Panel Set	BA-3A00S-HW01	\$2,520.00	\$1,512.00	40%	60 Days
<b>SX™ HP</b>						
1365076-M	SX™ HP Level IIIA, A7 - Male Panel Set	BA-3A00S-SXHP	\$2,365.00	\$1,419.00	40%	60 Days
1365076-U	SX™ HP Level IIIA, A5 - Female Unstructured Panel Set	BA-3A00S-SXHP	\$2,365.00	\$1,419.00	40%	60 Days
1365498-F	SX™ HP Level IIIA, A5 - Female Structured Panel Set	BA-3A00S-SXHPF	\$2,365.00	\$1,419.00	40%	60 Days
<b>HARDWIRE® 51</b>						
1350429-M	HARDWIRE® 51 Level II, A7 - Male Panel Set	HW-2019-05-SB	\$1,945.00	\$1,167.00	40%	60 Days
1350429-U	HARDWIRE® 51 Level II, A5 - Female Unstructured Panel Set	HW-2019-05-SB	\$1,945.00	\$1,167.00	40%	60 Days
<b>HARDWIRE® 68</b>						
1350430-M	HARDWIRE® 68 Level IIIA, A7 - Male Panel Set	HW-2019-01-SB	\$2,415.00	\$1,449.00	40%	60 Days
1350430-U	HARDWIRE® 68 Level IIIA, A5 - Female Unstructured Panel Set	HW-2019-01-SB	\$2,415.00	\$1,449.00	40%	60 Days
<b>SX™</b>						
1219784-M	SX™ Level II, A7 - Male Panel Set	BA-2000S-SX02	\$1,810.00	\$1,086.00	40%	60 Days
1219784-U	SX™ Level II, A5 - Female Unstructured Panel Set	BA-2000S-SX02	\$1,810.00	\$1,086.00	40%	60 Days
1219785-F	SX™ Level II, A5 - Female Structured Panel Set	BA-2000S-SX02F	\$1,810.00	\$1,086.00	40%	60 Days
1219793-M	SX™ Level IIIA, A7 - Male Panel Set	BA-3A00S-SX02	\$2,365.00	\$1,419.00	40%	60 Days
1219793-U	SX™ Level IIIA, A5 - Female Unstructured Panel Set	BA-3A00S-SX02	\$2,365.00	\$1,419.00	40%	60 Days
1219794-F	SX™ Level IIIA, A5 - Female Structured Panel Set	BA-3A00S-SX02F	\$2,365.00	\$1,419.00	40%	60 Days
<b>XTREME®</b>						
1219786-M	XTREME® Level II, A7 - Male Panel Set	BA-2000S-XT03	\$1,735.00	\$1,041.00	40%	60 Days
1219786-U	XTREME® Level II, A5 - Female Unstructured Panel Set	BA-2000S-XT03	\$1,735.00	\$1,041.00	40%	60 Days
1219787-F	XTREME® Level II, A5 - Female Structured Panel Set	BA-2000S-XT03F	\$1,735.00	\$1,041.00	40%	60 Days
1219795-M	XTREME® Level IIIA, A7 - Male Panel Set	BA-3A00S-XT03	\$1,990.00	\$1,194.00	40%	60 Days
1219795-U	XTREME® Level IIIA, A5 - Female Unstructured Panel Set	BA-3A00S-XT03	\$1,990.00	\$1,194.00	40%	60 Days
1219796-F	XTREME® Level IIIA, A5 - Female Structured Panel Set	BA-3A00S-XT03F	\$1,990.00	\$1,194.00	40%	60 Days
<b>MATRIX®</b>						
1221918-M	MATRIX® Level II, A7 - Male Panel Set	BA-2000S-MR02	\$1,340.00	\$804.00	40%	60 Days
1221918-U	MATRIX® Level II, A5 - Female Unstructured Panel Set	BA-2000S-MR02	\$1,340.00	\$804.00	40%	60 Days
1221919-F	MATRIX® Level II, A5 - Female Structured Panel Set	BA-2000S-MR02F	\$1,340.00	\$804.00	40%	60 Days
1219686-M	MATRIX® Level IIIA, A7 - Male Panel Set	BA-3A00S-MR02	\$1,470.00	\$882.00	40%	60 Days
1219686-U	MATRIX® Level IIIA, A5 - Female Unstructured Panel Set	BA-3A00S-MR02	\$1,470.00	\$882.00	40%	60 Days
1221920-F	MATRIX® Level IIIA, A5 - Female Structured Panel Set	BA-3A00S-MR02F	\$1,470.00	\$882.00	40%	60 Days
<b>BV</b>						
1364403-M	BV03 Level II, A7 - Male Panel Set	BA-2000S-BV03	\$1,025.00	\$615.00	40%	60 Days
1364403-U	BV03 Level II, A5 - Female Unstructured Panel Set	BA-2000S-BV03	\$1,025.00	\$615.00	40%	60 Days
1345711-M	BV03 Level IIIA, A7 - Male Panel Set	BA-3A00S-BV03	\$1,130.00	\$678.00	40%	60 Days
1345711-U	BV03 Level IIIA, A5 - Female Unstructured Panel Set	BA-3A00S-BV03	\$1,130.00	\$678.00	40%	60 Days

# CONCEALABLE ARMOR

## SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 198469

Part Number	Description	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
NIJ Standard 0115.00 Stab Resistance   Front and Back Ballistic Panel Set						
<b>PRISM</b>						
1219804-M	PRISM Spike 1, A7 - Male Panel Set	PS-1.0	\$775.00	\$465.00	40%	60 Days
1219804-U	PRISM Spike 1, A5 - Female Unstructured Panel Set	PS-1.0	\$775.00	\$465.00	40%	60 Days
1219805-M	PRISM Spike 2, A7 - Male Panel Set	PS-2.2	\$945.00	\$567.00	40%	60 Days
1219805-U	PRISM Spike 2, A5 - Female Unstructured Panel Set	PS-2.2	\$945.00	\$567.00	40%	60 Days
1219806-M	PRISM Spike 3, A7 - Male Panel Set	PS-3.0	\$1,145.00	\$687.00	40%	60 Days
1219806-U	PRISM Spike 3, A5 - Female Unstructured Panel Set	PS-3.0	\$1,145.00	\$687.00	40%	60 Days
1345427-M	PRISM Spike 3, A7 - Male Panel Set	PS-3.1	\$1,315.00	\$789.00	40%	60 Days
1345427-U	PRISM Spike 3, A5 - Female Unstructured Panel Set	PS-3.1	\$1,315.00	\$789.00	40%	60 Days
NIJ Standard 0101.06 Ballistic Resistance and 0115.00 Stab Resistance   Front and Back Ballistic Panel Set						
<b>PRISM MT</b>						
1301972-M	PRISM MT NS02 Level II/Spike 2, A7 - Male Panel Set	NS02-2020S-ME	\$2,260.00	\$1,356.00	40%	60 Days
1301972-U	PRISM MT NS02 Level II/Spike 2, A5 - Female Unstructured Panel Set	NS02-2020S-ME	\$2,260.00	\$1,356.00	40%	60 Days
1219802-M	PRISM MT Level IIA/Spike 3, A7 - Male Panel Set	MS-2A30S-MT21	\$1,785.00	\$1,071.00	40%	60 Days
1219802-U	PRISM MT Level IIA/Spike 3, A5 - Female Unstructured Panel Set	MS-2A30S-MT21	\$1,785.00	\$1,071.00	40%	60 Days
1219803-M	PRISM MT Level IIIA/Spike 3, A7 - Male Panel Set	MS-3A30S-MT01	\$2,100.00	\$1,260.00	40%	60 Days
1219803-U	PRISM MT Level IIIA/Spike 3, A5 - Female Unstructured Panel Set	MS-3A30S-MT01	\$2,100.00	\$1,260.00	40%	60 Days
<b>IMPAC™ Stand-Alone SPECIAL THREAT PLATES</b>						
<b>IMPAC™ HT (Handgun Threats)</b>						
1001618	IMPAC™ HT 5X7 Single Curve Rectangle	N/A	\$220.00	\$121.00	45%	60 Days
1003599	IMPAC™ HTF 5X7 Single Curve Rectangle Female	N/A	\$220.00	\$121.00	45%	60 Days
1001628	IMPAC™ HT 5X8 Single Curve Rectangle	N/A	\$220.00	\$121.00	45%	60 Days
1348958	IMPAC™ HTF 5X8 Single Curve Rectangle Female	N/A	\$220.00	\$121.00	45%	60 Days
1001665	IMPAC™ HT 7X9 Single Curve Rectangle	N/A	\$275.00	\$151.25	45%	60 Days
1348959	IMPAC™ HTF 7X9 Single Curve Rectangle Female	N/A	\$275.00	\$151.25	45%	60 Days
1348805	IMPAC™ HT 8X10 Single Curve Shooters Cut	N/A	\$325.00	\$178.75	45%	60 Days
1348804	IMPAC™ HT 8X10 Single Curve Rectangle	N/A	\$325.00	\$178.75	45%	60 Days
1001635	IMPAC™ HT 10X12 Single Curve Shooters Cut	N/A	\$380.00	\$209.00	45%	60 Days
1030639	IMPAC™ HT 10X12 Single Curve Rectangle	N/A	\$380.00	\$209.00	45%	60 Days
<b>IMPAC™ HT1 (Handgun Threat/Spike 1)</b>						
1168057	IMPAC™ HT1F 5X7 Single Curve Rectangle Female	N/A	\$245.00	\$134.75	45%	60 Days
1176149	IMPAC™ HT1 5X7 Single Curve Rectangle	N/A	\$245.00	\$134.75	45%	60 Days
1168055	IMPAC™ HT1 5X8 Single Curve Rectangle	N/A	\$245.00	\$134.75	45%	60 Days
1169415	IMPAC™ HT1 7X9 Single Curve Rectangle	N/A	\$300.00	\$165.00	45%	60 Days
1169416	IMPAC™ HT1 10X12 Single Curve Shooters Cut	N/A	\$405.00	\$222.75	45%	60 Days
<b>IMPAC™ CT/DT (Corrections/Duty Threats)</b>						
1154462	IMPAC™ CTD 5X7 Single Curve Rectangle	N/A	\$145.00	\$79.75	45%	60 Days
1154463	IMPAC™ CTD 5X8 Single Curve Rectangle	N/A	\$150.00	\$82.50	45%	60 Days
1154461	IMPAC™ CTD 7X9 Single Curve Rectangle	N/A	\$185.00	\$101.75	45%	60 Days
1154460	IMPAC™ CTD 10X12 Single Curve Shooters Cut	N/A	\$230.00	\$126.50	45%	60 Days

# CONCEALABLE ARMOR

## SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 198469

Part Number	Description	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
<b>IMPAC™ MT (Multi-Threats)</b>						
1001620	IMPAC™ MT 5X7 Single Curve Rectangle	N/A	\$255.00	\$140.25	45%	60 Days
1001632	IMPAC™ MT 5X8 Single Curve Rectangle	N/A	\$255.00	\$140.25	45%	60 Days
1001668	IMPAC™ MT 7X9 Single Curve Rectangle	N/A	\$330.00	\$181.50	45%	60 Days
1001638	IMPAC™ MT 10X12 Single Curve Shooters Cut	N/A	\$475.00	\$261.25	45%	60 Days
<b>TRAUMA PLATES - HARD</b>						
1356299	Polycarb 8.75X11.75 SAPI Small	N/A	\$60.00	\$36.00	40%	60 Days
1356300	Polycarb 9.5X12.5 SAPI Medium	N/A	\$80.00	\$48.00	40%	60 Days
1356301	Polycarb 10.25X13.25 SAPI Large	N/A	\$90.00	\$54.00	40%	60 Days
1356302	Polycarb 11X14 SAPI XLarge	N/A	\$100.00	\$60.00	40%	60 Days
1002536	Polycarb 10X12 Single Curve Shooters Cut	N/A	\$45.00	\$27.00	40%	60 Days
1002535	Polycarb 10X12 Single Curve Rectangle	N/A	\$45.00	\$27.00	40%	60 Days
1153322	SHOCK .047X5X8 Multi Curve SA	N/A	\$40.00	\$24.00	40%	60 Days
1153323	SHOCK .047X5X7 MC SA Female	N/A	\$40.00	\$24.00	40%	60 Days
<b>TRAUMA PLATES - SOFT</b>						
1220916-57	HARDWIRE® Trauma Plate, 5" X 7"	N/A	\$95.00	\$57.00	40%	60 Days
1220916-58	HARDWIRE® Trauma Plate, 5" X 8"	N/A	\$95.00	\$57.00	40%	60 Days
1220916-79	HARDWIRE® Trauma Plate, 7" X 9"	N/A	\$135.00	\$81.00	40%	60 Days
1346126-57	MATRIX® Soft Trauma Plate, 5" X 7"	N/A	\$95.00	\$57.00	40%	60 Days
1346126-58	MATRIX® Soft Trauma Plate, 5" X 8"	N/A	\$95.00	\$57.00	40%	60 Days
1346126-79	MATRIX® Soft Trauma Plate, 7" X 9"	N/A	\$135.00	\$81.00	40%	60 Days
1220902-57	Soft Trauma Plate, 5" X 7"	N/A	\$55.00	\$33.00	40%	60 Days
1220902-58	Soft Trauma Plate, 5" X 8"	N/A	\$55.00	\$33.00	40%	60 Days
1220902-79	Soft Trauma Plate, 7" X 9"	N/A	\$65.00	\$39.00	40%	60 Days
<b>HARDWIRE® BALLISTIC BURRITO</b>						
1365537	HARDWIRE® Ballistic Burrito Added Neckline Protection - Concealable	N/A	\$445.00	\$267.00	40%	60 Days
<b>COVERT CARRIERS - All carriers come standard with Elastic Strap Kits</b>						
<b>COVERT CARRIERS</b>						
1348925	M Series Concealable Carrier	N/A	\$215.00	\$129.00	40%	60 Days
<i>Available Colors: Black, Navy, White, Tan and OD Green</i>						
1350011	M Plus Series Concealable Carrier	N/A	\$245.00	\$147.00	40%	60 Days
<i>Available Colors: Black, Navy, White and Tan</i>						
<b>OVERT CARRIERS</b>						
<b>NEW EXT SERIES CARRIERS</b>						
1363934-6884	DN6884, EXT Uniform TMW Carrier, Front Opening, Traditional Molle Webbing	N/A	\$580.00	\$348.00	40%	60 Days
1364296-6885	DN6885, EXT Uniform AWS Carrier, Front Opening, Advanced Webless System	N/A	\$610.00	\$366.00	40%	60 Days
1364297-6866	DN6866, EXT Uniform Clean Carrier, Front Opening, Clean	N/A	\$545.00	\$327.00	40%	60 Days
1364299-6908	DN6908, EXT Uniform TMW Carrier, Side Opening, Traditional Molle Webbing	N/A	\$605.00	\$363.00	40%	60 Days
1364301-6909	DN6909, EXT Uniform AWS Carrier, Side Opening, Advanced Webless System	N/A	\$650.00	\$390.00	40%	60 Days
1364302-6907	DN6907, EXT Uniform Clean Carrier, Side Opening, Clean	N/A	\$560.00	\$336.00	40%	60 Days
<i>Must Specify Front Name, Badge Shape, and Rear ID Options</i>						
<i>Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499 and Multi-Cam®</i>						



# CONCEALABLE ARMOR

## SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 198469

Part Number	Description	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
1363933-6840	DN6840, EXT TMW Carrier, Front Opening, Traditional Molle Webbing	N/A	\$565.00	\$339.00	40%	60 Days
1364249-6883	DN6883, EXT AWS Carrier, Front Opening, Advanced Webless System	N/A	\$600.00	\$360.00	40%	60 Days
1364298-6905	DN6905, EXT TMW Carrier, Side Opening, Traditional Molle Webbing	N/A	\$595.00	\$357.00	40%	60 Days
1364300-6906	DN6906, EXT AWS Carrier, Side Opening, Advanced Webless System	N/A	\$640.00	\$384.00	40%	60 Days

*Must Specify Badge Shape Options*

*Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499 and Multi-Cam®*

### UNIFORM SHIRT CARRIERS - Must Specify with or without Camera Tab

1303542	U1 Uniform Shirt Carrier, Side Opening	N/A	\$505.00	\$303.00	40%	60 Days
1303538	U1 Uniform Shirt Carrier, Front Opening	N/A	\$505.00	\$303.00	40%	60 Days
1348332	U1 Uniform Shirt Carrier, Side Opening, Fixed Pockets	N/A	\$620.00	\$372.00	40%	60 Days
1348331	U1 Uniform Shirt Carrier, Front Opening, Fixed Pockets	N/A	\$620.00	\$372.00	40%	60 Days
1345758-6700	Uniform Shirt Carrier DN6700, Side Opening, Traditional Molle Webbing	N/A	\$525.00	\$315.00	40%	60 Days
1345301-6701	Uniform Shirt Carrier DN6701, Front Opening, Traditional Molle Webbing	N/A	\$525.00	\$315.00	40%	60 Days

*Available Colors: Black, Navy, White, OD Green, and Tan*

### V1 CARRIERS - ID patches are not included with these carriers. Must be purchased separately.

1303562	V1 External Carrier, Side Opening, Clean	N/A	\$440.00	\$264.00	40%	60 Days
1303551	V1 External Carrier, Front Opening, Clean	N/A	\$440.00	\$264.00	40%	60 Days
1303560	V1 External Carrier, Side Opening, Advanced Webless System	N/A	\$550.00	\$330.00	40%	60 Days
1303549	V1 External Carrier, Front Opening, Advanced Webless System	N/A	\$550.00	\$330.00	40%	60 Days
1303564	V1 External Carrier, Side Opening, Fixed Pockets	N/A	\$510.00	\$306.00	40%	60 Days
1303554	V1 External Carrier, Front Opening, Fixed Pockets	N/A	\$510.00	\$306.00	40%	60 Days

*Available Colors: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan and Multi-Cam®*

### SPECIALTY CARRIERS - See notes regarding ID patches for each carrier below.

1303547	V1 Firearms Instructor Carrier, Advanced Webless System, Red	N/A	\$540.00	\$324.00	40%	60 Days
1303548	V1 Firearms Instructor Carrier, Fixed Pockets, Red	N/A	\$540.00	\$324.00	40%	60 Days

*Firearms Instructor ID patches included with this carrier*

1303546	V1 EMS Carrier, Fixed Pockets, Royal Blue	N/A	\$540.00	\$324.00	40%	60 Days
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*EMS ID patches included with this carrier*

1303559	V1 Hi-Viz Carrier, Clean, Hi-Viz Yellow	N/A	\$480.00	\$288.00	40%	60 Days
1303558	V1 Hi-Viz Carrier, Advanced Webless System, Hi-Viz Yellow	N/A	\$540.00	\$324.00	40%	60 Days

*ID patches not included with this this carrier. Must be purchased separately.*

1303518-6856	DN6856, Traditional Modular Webbing, Front Opening, Velcro Closure Systems	N/A	\$540.00	\$324.00	40%	60 Days
1303518-6566	Oregon City Carrier DN6566, Front Opening, Traditional Modular Webbing	N/A	\$540.00	\$324.00	40%	60 Days
1303518-6565	Bothell PD Carrier DN6565, Front Opening, Traditionnal Modular Webbing	N/A	\$540.00	\$324.00	40%	60 Days

*ID patches not included with this this carrier. Must be purchased separately.*

1303566-6551	V1 DN6551, Side Opening, Traditional Modular Webbing No Rear ID, FirstSpear® Tubes™	N/A	\$605.00	\$363.00	40%	60 Days
1303566-6618	V1 DN6618, Side Opening, Traditional Modular Webbing with Rear ID, FirstSpear® Tubes™	N/A	\$605.00	\$363.00	40%	60 Days

*ID patches not included with this this carrier. Must be purchased separately.*



# CONCEALABLE ARMOR

## SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 198469

Part Number	Description	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
1349981-6774	DN6774, EXT Advanced Webless FST/VCS Closure - Montgomery County	N/A	\$965.00	\$579.00	40%	60 Days
1363641-6868	EXT Carrier DN6868, Advanced Webless System, FirstSpear® Tubes™, Velcro Closure	N/A	\$940.00	\$564.00	40%	60 Days

*ID patches not included with this this carrier. Must be purchased separately.*

*Available Colors: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan and Multi-Cam®*

### TAC OVERT CARRIERS - ID's are not included with these carriers. Must be purchased separately.

1223775	TAC Overt Carrier, Side Opening, Clean	N/A	\$420.00	\$252.00	40%	60 Days
1348699	TAC Overt Carrier, Side Opening, Clean, Tactical Option	N/A	\$460.00	\$276.00	40%	60 Days
1290135	TAC Overt Carrier, Side Opening, Traditional Modular Webbing	N/A	\$460.00	\$276.00	40%	60 Days
1290135-6592	TAC Overt Carrier DN6592, Side Opening, Traditional Modular Webbing	N/A	\$615.00	\$366.50	40%	60 Days
1290136	TAC Overt Carrier, Side Opening, Fixed Pockets	N/A	\$495.00	\$297.00	40%	60 Days
1302136	TAC Overt Carrier, Side Opening, Traditional Modular Webbing, Tactical Options	N/A	\$505.00	\$303.00	40%	60 Days
1345463	TAC Overt Carrier, Side Opening, Fixed Pockets, Tactical Options	N/A	\$540.00	\$324.00	40%	60 Days

*Available Colors: Black, Navy, Tan, Tactical Green*

### ACCESSORIES

#### ID PATCHES - Small 5" X 2"

1223589-PS	POLICE	N/A	\$15.00	\$9.00	40%	60 Days
1223589-SS	SHERIFF	N/A	\$15.00	\$9.00	40%	60 Days
1223589-CS	CORRECTIONS	N/A	\$15.00	\$9.00	40%	60 Days
1223589-SPS	STATE POLICE	N/A	\$15.00	\$9.00	40%	60 Days
1223589-BS	BLANK	N/A	\$15.00	\$9.00	40%	60 Days

#### ID PATCHES - Large 8.5" X 3"

1223589-PL	POLICE	N/A	\$15.00	\$9.00	40%	60 Days
1223589-SL	SHERIFF	N/A	\$15.00	\$9.00	40%	60 Days
1223589-CL	CORRECTIONS	N/A	\$15.00	\$9.00	40%	60 Days
1223589-SPL	STATE POLICE	N/A	\$15.00	\$9.00	40%	60 Days
1223589-BL	BLANK	N/A	\$15.00	\$9.00	40%	60 Days

*Must Specify ID PATCH MATERIAL COLOR and LETTERING COLOR when Ordering*

*Available Material Colors for All ID PATCHES: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan and Multi-Cam®*

*Available Colors for All ID PATCH LETTERING: Black, White, Yellow, Gray, Green and Reflective*

#### STRAP KITS

1352452-M	SBA Welded Elastic Strap Kit Black	N/A	\$25.00	\$15.00	40%	60 Days
1352453-M	SBA Welded Elastic Strap Kit White	N/A	\$25.00	\$15.00	40%	60 Days
1352454-F	SBA Welded Elastic Strap Kit Black	N/A	\$25.00	\$15.00	40%	60 Days
1352455-F	SBA Welded Elastic Strap Kit White	N/A	\$25.00	\$15.00	40%	60 Days

#### EXT STRAP KITS

1366033	SBA EXT USC Shoulder Straps	7027	\$45.00	\$27.00	40%	60 Days
1366034	SBA EXT Shoulder Straps	7028	\$45.00	\$27.00	40%	60 Days

#### CARRY BAG

1349305	Concealable Carry Bag With Safariland Logo	N/A	\$60.00	\$36.00	40%	60 Days
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#### SIZING VESTS

1221258-M	SBA Male Sizing Kit	N/A	\$1,000.00	\$600.00	40%	60 Days
1221258-F	SBA Female Structured Sizing Kit	N/A	\$1,000.00	\$600.00	40%	60 Days

# CONCEALABLE ARMOR

SAFARILAND, LLC  
NASPO VALUEPOINT MASTER AGREEMENT 198469

Part Number	Description	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
Alteration Fees						
Alteration Fees within 30 Days from Invoice						
	Male Alteration Fee	N/A	\$50.00	FREE	N/A	60 Days
	Female Alteration Fee	N/A	\$50.00	FREE	N/A	60 Days
Alteration Fees after 30 days from Invoice						
	Male Alteration Fee	N/A	\$100.00	\$100.00	N/A	60 Days
	Female Alteration Fee	N/A	\$100.00	\$100.00	N/A	60 Days

RESTOCKING FEES

Standard Safariland product restocking terms and fees apply

# APEX™ SYSTEM

SAFARILAND, LLC  
NASPO VALUEPOINT MASTER AGREEMENT 198469

Part Number	Description	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
<b>APEX™ SYSTEM Ballistic Panels</b>						
1366310-M	APEX™ System SX™ HP Level IIIA APEX Male Panel Array	BA-3A00S-SXHP	\$2,540.00	\$1,524.00	40%	60 Days
1366310-U	APEX™ System SX™ HP Level IIIA APEX Female Unstructured Panel Array	BA-3A00S-SXHP	\$2,540.00	\$1,524.00	40%	60 Days
1366332-F	APEX™ System SX™ HP Level IIIA APEX Female Structured Panel Array	BA-3A00S-SXHPF	\$2,540.00	\$1,524.00	40%	60 Days
1363962-M	APEX™ System SX™ Level II APEX Male Panel Array	BA-2000S-SX02	\$1,975.00	\$1,185.00	40%	60 Days
1363962-U	APEX™ System SX™ Level II APEX Female Unstructured Panel Array	BA-2000S-SX02	\$1,975.00	\$1,185.00	40%	60 Days
1363964-F	APEX™ System SX™ Level II APEX Female Structured Panel Array	BA-2000S-SX02F	\$1,975.00	\$1,185.00	40%	60 Days
1363961-M	APEX™ System SX™ Level IIIA APEX Male Panel Array	BA-3A00S-SX02	\$2,540.00	\$1,524.00	40%	60 Days
1363961-U	APEX™ System SX™ Level IIIA APEX Female Unstructured Panel Array	BA-3A00S-SX02	\$2,540.00	\$1,524.00	40%	60 Days
1363963-F	APEX™ System SX™ Level IIIA APEX Female Structured Panel Array	BA-3A00S-SX02F	\$2,540.00	\$1,524.00	40%	60 Days
<b>APEX™ SYSTEM Carriers</b>						
<b>APEX™ Carrier</b>						
1363581	APEX™ System Carrier	N/A	\$275.00	\$165.00	40%	60 Days
<b>IMPAC™ Stand-Alone SPECIAL THREAT PLATES</b>						
<b>IMPAC™ HT (Handgun Threats)</b>						
1001618	IMPAC™ HT 5X7 Single Curve Rectangle	N/A	\$220.00	\$121.00	45%	60 Days
1003599	IMPAC™ HTF 5X7 Single Curve Rectangle Female	N/A	\$220.00	\$121.00	45%	60 Days
1001628	IMPAC™ HT 5X8 Single Curve Rectangle	N/A	\$220.00	\$121.00	45%	60 Days
1348958	IMPAC™ HTF 5X8 Single Curve Rectangle Female	N/A	\$220.00	\$121.00	45%	60 Days
<b>IMPAC™ HT1 (Handgun Threat/Spike 1)</b>						
1168057	IMPAC™ HT1F 5X7 Single Curve Rectangle Female	N/A	\$245.00	\$134.75	45%	60 Days
1176149	IMPAC™ HT1 5X7 Single Curve Rectangle	N/A	\$245.00	\$134.75	45%	60 Days
1168055	IMPAC™ HT1 5X8 Single Curve Rectangle	N/A	\$245.00	\$134.75	45%	60 Days
<b>IMPAC™ CT/DT (Corrections/Duty Threats)</b>						
1154462	IMPAC™ CTD 5X7 Single Curve Rectangle	N/A	\$145.00	\$79.75	45%	60 Days
1154463	IMPAC™ CTD 5X8 Single Curve Rectangle	N/A	\$150.00	\$82.50	45%	60 Days
<b>IMPAC™ MT (Multi-Threats)</b>						
1001620	IMPAC™ MT 5X7 Single Curve Rectangle	N/A	\$255.00	\$140.25	45%	60 Days
1001632	IMPAC™ MT 5X8 Single Curve Rectangle	N/A	\$255.00	\$140.25	45%	60 Days
<b>TRAUMA PLATES - SOFT</b>						
1220916-57	HARDWIRE® Trauma Plate, 5" X 7"	N/A	\$95.00	\$56.65	40%	60 Days
1220916-58	HARDWIRE® Trauma Plate, 5" X 8"	N/A	\$95.00	\$56.65	40%	60 Days
1346126-57	MATRIX® Soft Trauma Plate, 5" X 7"	N/A	\$95.00	\$56.65	40%	60 Days
1346126-58	MATRIX® Soft Trauma Plate, 5" X 8"	N/A	\$95.00	\$56.65	40%	60 Days

1220902-57	Soft Trauma Plate, 5" X 7"	N/A	\$55.00	\$33.25	40%	60 Days
1220902-58	Soft Trauma Plate, 5" X 8"	N/A	\$55.00	\$33.25	40%	60 Days

ACCESSORIES

SIZING VESTS

1364422	SBA APEX Sizing Kit	N/A	\$1,260.00	\$756.00	40%	60 Days
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Must Specify Male or Female Kit when Ordering



# HYPERX™ TACTICAL SYSTEM

SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT198469

Part Number	Description	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
<b>HYPERX™ HYBRID TACTICAL SYSTEM</b>						

**HYPERX™ Hybrid Tactical Carrier System (Includes: Front and Back Platform, Shoulder Straps, T-Bar Attachment, Interchangeable Closure System, Cummerbund)**

1354120	HYPERX™ HYBRID, Advanced Webless System, T-Bar Attach, Interchangeable Closure System		\$1,065.00	\$639.00	40%	60 Days
1355851	HYPERX™ HYBRID, Advanced Webless System, Quick Clip Attach, Interchangeable Closure System		\$1,090.00	\$654.00	40%	60 Days

*Designed for use with ICW Plates and Soft Armor, See Plate Options Below*

*Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499, Wolf Grey and Multi-Cam®*

**HYPERX™ BALLISTIC PANEL INSERTS (Includes: Front and Ballistic Panels)**

1366451	HYPERX™ HYBRID Ballistic Panel Array, HARDWIRE® 57 Level IIIA	BA-3A00S-HW01	\$1,445.00	\$867.00	40%	60 Days
1366452	HYPERX™ HYBRID Ballistic Panel Array, SX™HP Level IIIA	BA-3A00S-SXHP	\$1,400.00	\$840.00	40%	60 Days
1354683	HYPERX™ HYBRID Ballistic Panel Array, HARDWIRE® 51 Level II	HW-2019-05-SB	\$1,135.00	\$681.00	40%	60 Days
1354672	HYPERX™ HYBRID Ballistic Panel Array, HARDWIRE® 68 Level IIIA	HW-2019-01-SB	\$1,400.00	\$840.00	40%	60 Days
1354699	HYPERX™ HYBRID Ballistic Panel Array, SX™ Level II	BA-2000S-SX02	\$1,070.00	\$642.00	40%	60 Days
1354701	HYPERX™ HYBRID Ballistic Panel Array, SX™ Level IIIA	BA-3A00S-SX02	\$1,400.00	\$840.00	40%	60 Days

HyperX™ Tactical System Front and Back Ballistic Panels are NIJ 0101.06 Compliant subject to the Limited Coverage Designation

**HYPERX™ STAND ALONE TACTICAL SYSTEM**

**HYPERX™ Stand Alone Plate Tactical System (Includes: Front and Back Platform, Shoulder Straps, Interchangeable Closure System, Placard, Cummerbund)**

1355920	HYPERX™ STAND ALONE Advanced Webless System, T-Bar Attach, Interchangeable system FirstSpear® Tubes™ & VELCRO® Closure		\$1,035.00	\$621.00	40%	60 Days
1356120	HYPERX™ STAND ALONE Advanced Webless System, Quick Clip Attach, Interchangeable system FirstSpear® Tubes™ & VELCRO® Closure		\$1,065.00	\$639.00	40%	60 Days

*Use ICW Plates When Using Soft Armor, See Plate Options Below | Compatible with ALL Stand Alone Plate Options Without Soft Armor, See Hard Armor Price List for Details*

*Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499, Wolf Grey and Multi-Cam®*

**HYPERX™ Stand Alone BALLISTIC PANEL INSERTS (Includes: Front and Ballistic Panels)**

1366372	PLATE BACKER Ballistic Panel Set, HARDWIRE® 57 Level IIIA	BA-3A00S-HW01	\$1,295.00	\$777.00	40%	60 Days
1366809	PLATE BACKER Ballistic Panel Set, SX™HP Level IIIA	BA-3A00S-SXHP	\$1,295.00	\$777.00	40%	60 Days
1354533	PLATE BACKER Ballistic Panel Set, HARDWIRE® 51 Level II	HW-2019-05-SB	\$1,005.00	\$603.00	40%	60 Days
1354534	PLATE BACKER Ballistic Panel Set, HARDWIRE® 68 Level IIIA	HW-2019-01-SB	\$1,295.00	\$777.00	40%	60 Days
1354537	PLATE BACKER Ballistic Panel Set, SX™ Level II	BA-2000S-SX02	\$1,005.00	\$603.00	40%	60 Days
1354531	PLATE BACKER Ballistic Panel Set, SX™ Level IIIA	BA-3A00S-SX02	\$1,295.00	\$777.00	40%	60 Days

HyperX™ Tactical System Front and Back Ballistic Panels are NIJ 0101.06 Compliant subject to the Limited Coverage Designation

**HYPERX™ FULL COVERAGE TACTICAL SYSTEM**

**HYPERX™ Full Coverage Tactical Carrier System (Includes: Front and Back Platform, Shoulder Straps, Interchangeable Closure System, Placard, Cummerbund)**

1362222-T	HYPERX™ FULL COVERAGE, Advanced Webless System, T-Bar Attach, Interchangeable system FirstSpear® Tubes™ & VELCRO® Closure		\$1,090.00	\$654.00	40%	60 Days
1362222-Q	HYPERX™ FULL COVERAGE, Advanced Webless System, Quick Clip Attach, Interchangeable system FirstSpear® Tubes™ & VELCRO® Closure		\$1,120.00	\$672.00	40%	60 Days

*Designed for use with ICW Plates and Soft Armor, See Plate Options Below*

*Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499, Wolf Grey and Multi-Cam®*

**HYPERX™ Full Coverage BALLISTIC PANEL INSERTS (Includes: Front and Ballistic Panels)**

1366453	HYPERX™ FC Ballistic Panel Set, HARDWIRE® 57 Level IIIA	BA-3A00S-HW01	\$1,865.00	\$1,119.00	40%	60 Days
1366454	HYPERX™ FC Ballistic Panel Set, SX™HP Level IIIA	BA-3A00S-SXHP	\$1,725.00	\$1,035.00	40%	60 Days
1361342	HYPERX™ FC Ballistic Panel Set, HARDWIRE® 51 Level II	HW-2019-05-SB	\$1,460.00	\$876.00	40%	60 Days
1361340	HYPERX™ FC Ballistic Panel Set, HARDWIRE® 68 Level IIIA	HW-2019-01-SB	\$1,810.00	\$1,086.00	40%	60 Days
1361346	HYPERX™ FC Ballistic Panel Set, SX™ Level II	BA-2000S-SX02	\$1,295.00	\$777.00	40%	60 Days
1361344	HYPERX™ FC Ballistic Panel Set, SX™ Level IIIA	BA-3A00S-SX02	\$1,725.00	\$1,035.00	40%	60 Days

HyperX™ Tactical System Front and Back Ballistic Panels are NIJ 0101.06 Compliant subject to the Limited Coverage Designation

# HYPERX™ TACTICAL SYSTEM

SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT198469

Part Number	Description	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
<b>HYPERX™ TACTICAL SYSTEM BALLISTIC ACCESSORIES</b>						
<b>HYPERX™ NARROW 3" HEIGHT CUMMERBUND BALLISTIC PANEL INSERTS (Set of 2)</b>						
1366376	HYPERX™ Narrow 3" Cummerbund Ballistic Panel Set, HARDWIRE® 57 Level IIIA	N/A	\$735.00	\$441.00	40%	60 Days
1366377	HYPERX™ Narrow 3" Cummerbund Ballistic Panel Set, SX™HP Level IIIA	N/A	\$665.00	\$399.00	40%	60 Days
1355890	HYPERX™ Narrow 3" Cummerbund Ballistic Panel Set, HARDWIRE® 51 Level II	N/A	\$590.00	\$354.00	40%	60 Days
1355889	HYPERX™ Narrow 3" Cummerbund Ballistic Panel Set, HARDWIRE® 68 Level IIIA	N/A	\$735.00	\$441.00	40%	60 Days
1355997	HYPERX™ Narrow 3" Cummerbund Ballistic Panel Set, SX™ Level II	N/A	\$520.00	\$312.00	40%	60 Days
1355998	HYPERX™ Narrow 3" Cummerbund Ballistic Panel Set, SX™ Level IIIA	N/A	\$665.00	\$399.00	40%	60 Days
<b>HYPERX™ STANDARD 5" HEIGHT CUMMERBUND BALLISTIC PANEL INSERTS (Set of 2)</b>						
1366378	HYPERX™ Standard 5" Cummerbund Ballistic Panel Set, HARDWIRE® 57 Level IIIA	N/A	\$735.00	\$441.00	40%	60 Days
1366379	HYPERX™ Standard 5" Cummerbund Ballistic Panel Set, SX™HP Level IIIA	N/A	\$665.00	\$399.00	40%	60 Days
1354688	HYPERX™ Standard 5" Cummerbund Ballistic Panel Set, HARDWIRE® 51 Level II	N/A	\$590.00	\$354.00	40%	60 Days
1354674	HYPERX™ Standard 5" Cummerbund Ballistic Panel Set, HARDWIRE® 68 Level IIIA	N/A	\$735.00	\$441.00	40%	60 Days
1354695	HYPERX™ Standard 5" Cummerbund Ballistic Panel Set, SX™ Level II	N/A	\$520.00	\$312.00	40%	60 Days
1354709	HYPERX™ Standard 5" Cummerbund Ballistic Panel Set, SX™ Level IIIA	N/A	\$665.00	\$399.00	40%	60 Days
<b>HYPERX™ WIDE 6" HEIGHT CUMMERBUND BALLISTIC PANEL INSERTS (Set of 2)</b>						
1366380	HYPERX™ Wide 6" Cummerbund Ballistic Panel Set, HARDWIRE® 57 Level IIIA	N/A	\$735.00	\$441.00	40%	60 Days
1366381	HYPERX™ Wide 6" Cummerbund Ballistic Panel Set, SX™HP Level IIIA	N/A	\$665.00	\$399.00	40%	60 Days
1354686	HYPERX™ Wide 6" Cummerbund Ballistic Panel Set, HARDWIRE® 51 Level II	N/A	\$590.00	\$354.00	40%	60 Days
1354673	HYPERX™ Wide 6" Cummerbund Ballistic Panel Set, HARDWIRE® 68 Level IIIA	N/A	\$735.00	\$441.00	40%	60 Days
1354696	HYPERX™ Wide 6" Cummerbund Ballistic Panel Set, SX™ Level II	N/A	\$520.00	\$312.00	40%	60 Days
1354710	HYPERX™ Wide 6" Cummerbund Ballistic Panel Set, SX™ Level IIIA	N/A	\$665.00	\$399.00	40%	60 Days
<b>HYPERX™ STANDARD EXTERNAL BALLISTIC SHOULDERS (Set of 2)</b>						
1366408	HYPERX™ External Shoulders, HARDWIRE® 57 Level IIIA	N/A	\$430.00	\$258.00	40%	60 Days
1366409	HYPERX™ External Shoulders, SX™HP Level IIIA	N/A	\$430.00	\$258.00	40%	60 Days
1354127	HYPERX™ External Shoulders, HARDWIRE® 51 Level II	N/A	\$380.00	\$228.00	40%	60 Days
1354139	HYPERX™ External Shoulders, HARDWIRE® 68 Level IIIA	N/A	\$430.00	\$258.00	40%	60 Days
1353987	HYPERX™ External Shoulders, SX™ Level II	N/A	\$380.00	\$228.00	40%	60 Days
1354136	HYPERX™ External Shoulders, SX™ Level IIIA	N/A	\$430.00	\$258.00	40%	60 Days
<b>HYPERX™ WIDE EXTERNAL BALLISTIC SHOULDERS (Set of 2)</b>						
1366410	HYPERX™ Wide External Shoulders, HARDWIRE® 57 Level IIIA	N/A	\$515.00	\$309.00	40%	60 Days
1366411	HYPERX™ Wide External Shoulders, SX™HP Level IIIA	N/A	\$515.00	\$309.00	40%	60 Days
1362403	HYPERX™ Wide External Shoulders, HARDWIRE® 51 Level II	N/A	\$405.00	\$243.00	40%	60 Days
1362404	HYPERX™ Wide External Shoulders, HARDWIRE® 68 Level IIIA	N/A	\$515.00	\$309.00	40%	60 Days
1362405	HYPERX™ Wide External Shoulders, SX™ Level II	N/A	\$405.00	\$243.00	40%	60 Days
1362406	HYPERX™ Wide External Shoulders, SX™ Level IIIA	N/A	\$515.00	\$309.00	40%	60 Days

# HYPERX™ TACTICAL SYSTEM

SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT198469

Part Number	Description	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
<b>HYPERX™ BALLISTIC COLLAR</b>						
1366412	HYPERX™ Collar, HARDWIRE® 57 Level IIIA	N/A	\$380.00	\$228.00	40%	60 Days
1366413	HYPERX™ Collar, SX™HP Level IIIA	N/A	\$360.00	\$216.00	40%	60 Days
1354149	HYPERX™ Collar, HARDWIRE® 51 Level II	N/A	\$320.00	\$192.00	40%	60 Days
1354150	HYPERX™ Collar, HARDWIRE® 68 Level IIIA	N/A	\$380.00	\$228.00	40%	60 Days
1354151	HYPERX™ Collar, SX™ Level II	N/A	\$310.00	\$186.00	40%	60 Days
1354152	HYPERX™ Collar, SX™ Level IIIA	N/A	\$360.00	\$216.00	40%	60 Days
<b>HYPERX™ BALLISTIC THROAT</b>						
1366414	HYPERX™ Throat, HARDWIRE® 57 Level IIIA	N/A	\$320.00	\$192.00	40%	60 Days
1366415	HYPERX™ Throat, SX™HP Level IIIA	N/A	\$295.00	\$177.00	40%	60 Days
1362393	HYPERX™ Throat, HARDWIRE® 51 Level II	N/A	\$290.00	\$174.00	40%	60 Days
1362395	HYPERX™ Throat, HARDWIRE® 68 Level IIIA	N/A	\$320.00	\$192.00	40%	60 Days
1362392	HYPERX™ Throat, SX™ Level II	N/A	\$255.00	\$153.00	40%	60 Days
1362394	HYPERX™ Throat, SX™ Level IIIA	N/A	\$295.00	\$177.00	40%	60 Days
<b>BALLISTIC QUICK DISCONNECT STRUCTURED UPPER ARMS</b>						
1366416	HYPERX™ FST Structured Upper Arm, HARDWIRE® 57 Level IIIA	N/A	\$1,245.00	\$747.00	40%	60 Days
1366417	HYPERX™ FST Structured Upper Arm, SX™HP Level IIIA	N/A	\$1,080.00	\$648.00	40%	60 Days
1361604	HYPERX™ G3 FST Structured Upper Arm, HARDWIRE® 51 Level II	N/A	\$1,080.00	\$648.00	40%	60 Days
1361603	HYPERX™ G3 FST Structured Upper Arm, HARDWIRE® 68 Level IIIA	N/A	\$1,245.00	\$747.00	40%	60 Days
1361601	HYPERX™ G3 FST Structured Upper Arm, SX™ Level II	N/A	\$920.00	\$552.00	40%	60 Days
1361600	HYPERX™ G3 FST Structured Upper Arm, SX™ Level IIIA	N/A	\$1,080.00	\$648.00	40%	60 Days
<b>HYPERX™ BALLISTIC LOWER ABDOMEN / SPINE (Single Unit)</b>						
1366418	HYPERX™ Lower Abdomen / Spine, AWS, HARDWIRE® 57 Level IIIA	N/A	\$320.00	\$192.00	40%	60 Days
1366419	HYPERX™ Lower Abdomen / Spine, AWS, SX™HP Level IIIA	N/A	\$320.00	\$192.00	40%	60 Days
1354129	HYPERX™ Lower Abdomen / Spine, AWS, HARDWIRE® 51 Level II	N/A	\$300.00	\$180.00	40%	60 Days
1353988	HYPERX™ Lower Abdomen / Spine, AWS, HARDWIRE® 68 Level IIIA	N/A	\$320.00	\$192.00	40%	60 Days
1354133	HYPERX™ Lower Abdomen / Spine, AWS, SX™ Level II	N/A	\$300.00	\$180.00	40%	60 Days
1354137	HYPERX™ Lower Abdomen / Spine, AWS, SX™ Level IIIA	N/A	\$320.00	\$192.00	40%	60 Days
<b>HYPERX™ BALLISTIC GROIN PROTECTOR</b>						
1366420	HYPERX™ Groin Protector, HARDWIRE® 57 Level IIIA	N/A	\$490.00	\$294.00	40%	60 Days
1366421	HYPERX™ Groin Protector, SX™HP Level IIIA	N/A	\$430.00	\$258.00	40%	60 Days
1354130	HYPERX™ Groin Protector, HARDWIRE® 51 Level II	N/A	\$430.00	\$258.00	40%	60 Days
1353989	HYPERX™ Groin Protector, HARDWIRE® 68 Level IIIA	N/A	\$490.00	\$294.00	40%	60 Days
1354134	HYPERX™ Groin Protector, SX™ Level II	N/A	\$380.00	\$228.00	40%	60 Days
1354138	HYPERX™ Groin Protector, SX™ Level IIIA	N/A	\$430.00	\$258.00	40%	60 Days

Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499, Wolf Grey and Multi-Cam®

HYPERX™ Cummerbund and Accessory Ballistic Panels are considered accessories and are outside the scope of the NIJ CTP

# HYPERX™ TACTICAL SYSTEM

SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT198469

Part Number	Description	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
<b>TYPE III IMPAC™ TRAUMA PLATES FOR HYPER X™ TACTICAL SYSTEM</b>						
<b>IMPAC™ P1</b>						
1347563	IMPAC™ P1 Special Threat ICW 8.75X11.75 Multi Curve SAPI Small	N/A	\$1,250.00	\$750.00	40%	60 Days
1347564	IMPAC™ P1 Special Threat ICW 9.5X12.5 Multi Curve SAPI Medium	N/A	\$1,250.00	\$750.00	40%	60 Days
1347565	IMPAC™ P1 Special Threat ICW 10.25X13.25 Multi Curve SAPI Large	N/A	\$1,330.00	\$798.00	40%	60 Days
1347566	IMPAC™ P1 Special Threat ICW 11X14 Multi Curve SAPI Xlarge	N/A	\$1,610.00	\$966.00	40%	60 Days
1347567	IMPAC™ P1 Special Threat ICW 10X12 Multi Curve Shooters Cut	N/A	\$1,250.00	\$750.00	40%	60 Days
1349852	IMPAC™ P1 Special Threat ICW 10X12 Multi Curve Rectangle	N/A	\$945.00	\$567.00	40%	60 Days
1347569	IMPAC™ P1 Special Threat ICW 8X10 Multi Curve Shooters Cut	N/A	\$945.00	\$567.00	40%	60 Days
1347568	IMPAC™ P1 Special Threat ICW 8X10 Multi Curve Rectangle	N/A	\$945.00	\$567.00	40%	60 Days
1347572	IMPAC™ P1 Special Threat ICW 7X9 Single Curve Rectangle	N/A	\$755.00	\$453.00	40%	60 Days
1347571	IMPAC™ P1 Special Threat ICW 5X8 Single Curve Rectangle	N/A	\$570.00	\$342.00	40%	60 Days
1347570	IMPAC™ P1 Special Threat ICW 6X6 Single Curve Square	N/A	\$545.00	\$327.00	40%	60 Days
<b>IMPAC C1</b>						
1347559	IMPAC™ C1 Special Threat ICW 8.75X11.75 Multi Curve SAPI Small	N/A	\$760.00	\$456.00	40%	60 Days
1347560	IMPAC™ C1 Special Threat ICW 9.5X12.5 Multi Curve SAPI Medium	N/A	\$850.00	\$510.00	40%	60 Days
1347561	IMPAC™ C1 Special Threat ICW 10.25X13.25 Multi Curve SAPI Large	N/A	\$885.00	\$531.00	40%	60 Days
1347562	IMPAC™ C1 Special Threat ICW 11X14 Multi Curve SAPI Xlarge	N/A	\$1,155.00	\$693.00	40%	60 Days
1347534	IMPAC™ C1 Special Threat ICW 10X12 Multi Curve Shooters Cut	N/A	\$820.00	\$492.00	40%	61 Days
1349855	IMPAC™ C1 Special Threat ICW 10X12 Multi Curve Rectangle	N/A	\$820.00	\$492.00	40%	62 Days
1347538	IMPAC™ C1 Special Threat ICW 8X10 Multi Curve Shooters Cut	N/A	\$685.00	\$411.00	40%	60 Days
1347536	IMPAC™ C1 Special Threat ICW 8X10 Multi Curve Rectangle	N/A	\$685.00	\$411.00	40%	60 Days
1347540	IMPAC™ C1 Special Threat ICW 7X9 Single Curve Rectangle	N/A	\$570.00	\$342.00	40%	60 Days
1347539	IMPAC™ C1 Special Threat ICW 5X8 Single Curve Rectangle	N/A	\$490.00	\$294.00	40%	60 Days
1347537	IMPAC™ C1 Special Threat ICW 6X6 Single Curve Square	N/A	\$525.00	\$264.00	50%	60 Days
<b>HARDWIRE 2023 RF1</b>						
1363025	HARDWIRE® 2023 RF1 Type III ICW 7.25X11.5 Multi Curve SAPI Xsmall	N/A	\$1,115.00	\$669.00	40%	60 Days
1363026	HARDWIRE® 2023 RF1 Type III ICW 8.75X11.75 Multi Curve SAPI Small	N/A	\$1,230.00	\$738.00	40%	60 Days
1363027	HARDWIRE® 2023 RF1 Type III 9.5X12.5 Multi Curve SAPI Medium	N/A	\$1,325.00	\$795.00	40%	60 Days
1363028	HARDWIRE® 2023 RF1 Type III 10.25X13.25 Multi Curve SAPI Large	N/A	\$1,470.00	\$882.00	40%	60 Days
1363029	HARDWIRE® 2023 RF1 Type III 11X14 Multi Curve SAPI Xlarge	N/A	\$1,630.00	\$978.00	40%	60 Days
1363427	HARDWIRE® 2023 RF1 Type III ICW 10X12 Multi Curve Shooters Cut	N/A	\$1,325.00	\$795.00	40%	60 Days
1365708	HARDWIRE® 2023 RF1 Type III ICW 8X10 Multi Curve Shooters Cut	N/A	\$1,140.00	\$684.00	40%	60 Days
<b>HARDWIRE 2023 RF2</b>						
1363030	HARDWIRE® 2023 RF2 Type III ICW 7.25X11.5 Multi Curve SAPI Xsmall	N/A	\$905.00	\$543.00	40%	60 Days
1363031	HARDWIRE® 2023 RF2 Type III 8.75X11.75 Multi Curve SAPI Small	N/A	\$975.00	\$585.00	40%	60 Days
1363032	HARDWIRE® 2023 RF2 Type III 9.5X12.5 Multi Curve SAPI Medium	N/A	\$1,045.00	\$627.00	40%	60 Days
1363033	HARDWIRE® 2023 RF2 Type III 10.25X13.25 Multi Curve SAPI Large	N/A	\$1,135.00	\$681.00	40%	60 Days
1363034	HARDWIRE® 2023 RF2 Type III 11X14 Multi Curve SAPI Xlarge	N/A	\$1,235.00	\$741.00	40%	60 Days
1363428	HARDWIRE® 2023 RF2 Type III+ ICW 10X12 Multi Curve Shooters Cut	N/A	\$1,045.00	\$627.00	40%	60 Days
1365435	HARDWIRE® 2023 RF2 Type III+ ICW 8X10 Multi Curve Shooters Cut	N/A	\$920.00	\$552.00	40%	60 Days



HYPERX™ TACTICAL SYSTEM

Part Number	Description	NJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
HYPERX™ TACTICAL SYSTEM NON-BALLISTIC ACCESSORIES						
HYPERX™ Zip-On Back AWS Platform						
1354719	HYPERX™ AWS Zip-On Back AWS Placard	N/A	\$140.00	\$84.00	40%	60 Days
HYPERX™ Non Ballistic Shoulder Pad						
1355974	Non Ballistic Shoulder Pad - Standard Width	N/A	\$115.00	\$69.00	40%	60 Days
HYPERX™ Front Attach Placards						
1355436	HYPERX™ Front AWS T-Bar Attach Placard	N/A	\$85.00	\$51.00	40%	60 Days
1355440	HYPERX™ Front AWS Quick Clip Attach Placard	N/A	\$85.00	\$51.00	40%	60 Days
1356378	HYPERX™ Front AWS Short Triple M4 Short T-Bar Attach Placard	N/A	\$130.00	\$78.00	40%	60 Days
1356379	HYPERX™ Front AWS Short Triple M4 Short Quick Clip Attach Placard	N/A	\$130.00	\$78.00	40%	60 Days
1356381	HYPERX™ Front AWS Short Dual M4 Utility/Medic T-Bar Attach Placard	N/A	\$140.00	\$84.00	40%	60 Days
1356383	HYPERX™ Front AWS Short Dual M4 Utility/Medic Quick Clip Attach Placard	N/A	\$140.00	\$84.00	40%	60 Days
HYPERX™ ID PATCH - Large 8.5" X 3"						
1223589-L	POLICE - Cordura, Heat Transfer	N/A	\$15.00	\$9.00	40%	60 Days
Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499, Wolf Grey and Multi-Cam®						
HYPERX™ ID PATCH - Small 5" X 3"						
1223589-S	POLICE - Rifle Retention, Heat Transfer	N/A	\$15.00	\$9.00	40%	60 Days
Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499, Wolf Grey and Multi-Cam®						
HYPERX™ RADIO / MAGAZINE POUCH Right & Left Kit						
1362458	HYPERX™ Radio/Magazine Pouch, VELCRO® Attachment, Right & Left Kit	N/A	\$130.00	\$78.00	40%	60 Days
Available Colors: Black, Coyote Brown, and Wolf Grey						
Pouch Kit Colors:						
Black and Dark Navy use Black Color.   Tactical Green, Ranger Green, Coyote Brown, Tan 499 and Multi-Cam® use Coyote Brown Color   Wolf Grey use Wolf Grey Color						
HYPERX™ SIZING VEST KIT (Sizing Vest Carrier and 3 Sizing Cummerbunds)						
1356012	HYPERX™ Sizing Kit	N/A	\$580.00	\$348.00	40%	60 Days

# FAV™ G3+ TACTICAL SYSTEM

SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 198469

Part Number	Description	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
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## FAV™ G3 - SAPI SIZING AND SAPI SIZED PLATE POCKETS

### FAV™ G3+ CARRIER SYSTEMS

1361978-T	FAV™ G3+ AWS Placard, AWS T-Bar, Interchangeable FirstSpear® Tubes™ & Velcro® Closure	N/A	\$1,270.00	\$762.00	40%	60 Days
1361978-Q	FAV™ G3+ AWS Placard, AWS Quick Clip, Interchangeable FirstSpear® Tubes™ & Velcro® Closure	N/A	\$1,295.00	\$777.00	40%	60 Days

Available with Single Flap or Dual Flap - Must Specify When Ordering

Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499, Wolf Grey and Multi-Cam®

### IMPORTANT: MUST ORDER BOTH THE BALLISTIC PANEL INSERTS AND CUMMERBUND BALLISTIC INSERTS

#### FAV™ G3+ BALLISTIC PANEL INSERTS (Includes: Front and Back Ballistic Panels)

1366335	FAV™ G3+ Ballistic Panel Array, HARDWIRE® 57 Level IIIA	BA-3A00S-HW01	\$2,655.00	\$1,593.00	40%	60 Days
1366336	FAV™ G3+ Ballistic Panel Array, SX™HP Level IIIA	BA-3A00S-SXHP	\$2,335.00	\$1,401.00	40%	60 Days
1354507	FAV™ G3+ Ballistic Panel Array, HARDWIRE® 51 Level II	HW-2019-05-SB	\$2,155.00	\$1,293.00	40%	60 Days
1354506	FAV™ G3+ Ballistic Panel Array, HARDWIRE® 68 Level IIIA	HW-2019-01-SB	\$2,595.00	\$1,557.00	40%	60 Days
1354512	FAV™ G3+ Ballistic Panel Array, SX™ Level II	BA-2000S-SX02	\$1,815.00	\$1,089.00	40%	60 Days
1354504	FAV™ G3+ Ballistic Panel Array, SX™ Level IIIA	BA-3A00S-SX02	\$2,335.00	\$1,401.00	40%	60 Days

#### FAV™ G3+ CUMMERBUND BALLISTIC PANEL INSERTS (Set of 2)

1366337	FAV™ G3+ Cummertbund Ballistics, HARDWIRE® 57 Level IIIA	N/A	\$840.00	\$504.00	40%	60 Days
1366338	FAV™ G3+ Cummertbund Ballistics, SX™HP Level IIIA	N/A	\$750.00	\$450.00	40%	60 Days
1361988	FAV™ G3+ Cummertbund Ballistics, HARDWIRE® 51 Level II	N/A	\$715.00	\$429.00	40%	60 Days
1361987	FAV™ G3+ Cummertbund Ballistics, HARDWIRE® 68 Level IIIA	N/A	\$840.00	\$504.00	40%	60 Days
1361991	FAV™ G3+ Cummertbund Ballistics, SX™ Level II	N/A	\$625.00	\$375.00	40%	60 Days
1361985	FAV™ G3+ Cummertbund Ballistics, SX™ Level IIIA	N/A	\$750.00	\$450.00	40%	60 Days

FAV™ G3 Tactical System Front and Back Ballistic Panels are NIJ 0101.06 Compliant subject to the Limited Coverage Designation

FAV™ G3 Cummertbund Ballistic Panels are considered accessories and are outside the scope of the NIJ CTP

## FAV G3™ ACCESSORIES

### FAV™ G3+ BALLISTIC SHOULDER INSERTS (Set of 2)

1366339	FAV™ G3+ Shoulder Ballistics, HARDWIRE® 57 Level IIIA	N/A	\$475.00	\$285.00	40%	60 Days
1366340	FAV™ G3+ Shoulder Ballistics, SX™HP Level IIIA	N/A	\$475.00	\$285.00	40%	60 Days
1351934	FAV™ G3+ Shoulder Ballistics, HARDWIRE® 51 Level II	N/A	\$425.00	\$255.00	40%	60 Days
1351921	FAV™ G3+ Shoulder Ballistics, HARDWIRE® 68 Level IIIA	N/A	\$475.00	\$285.00	40%	60 Days
1351974	FAV™ G3+ Shoulder Ballistics, SX™ Level II	N/A	\$425.00	\$255.00	40%	60 Days
1351173	FAV™ G3+ Shoulder Ballistics, SX™ Level IIIA	N/A	\$475.00	\$285.00	40%	60 Days

### THE FOLLOWING HYPERX™ BALLISTIC ACCESSORIES ALSO WORK WITH THE FAV™ G3+

#### HYPERX™ BALLISTIC COLLAR

1366412	HYPERX™ Collar, HARDWIRE® 57 Level IIIA	N/A	\$380.00	\$228.00	40%	60 Days
1366413	HYPERX™ Collar, SX™HP Level IIIA	N/A	\$360.00	\$216.00	40%	60 Days
1354149	HYPERX™ Collar, HARDWIRE® 51 Level II	N/A	\$320.00	\$192.00	40%	60 Days
1354150	HYPERX™ Collar, HARDWIRE® 68 Level IIIA	N/A	\$380.00	\$228.00	40%	60 Days
1354151	HYPERX™ Collar, SX™ Level II	N/A	\$310.00	\$186.00	40%	60 Days
1354152	HYPERX™ Collar, SX™ Level IIIA	N/A	\$360.00	\$216.00	40%	60 Days

# FAV™ G3+ TACTICAL SYSTEM

SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 198469

Part Number	Description	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
<b>HYPERX™ BALLISTIC THROAT</b>						
1366414	HYPERX™ Throat, HARDWARE® 57 Level IIIA	N/A	\$320.00	\$192.00	40%	60 Days
1366415	HYPERX™ Throat, SX™HP Level IIIA	N/A	\$295.00	\$177.00	40%	60 Days
1362393	HYPERX™ Throat, HARDWARE® 51 Level II	N/A	\$290.00	\$174.00	40%	60 Days
1362395	HYPERX™ Throat, HARDWARE® 68 Level IIIA	N/A	\$320.00	\$192.00	40%	60 Days
1362392	HYPERX™ Throat, SX™ Level II	N/A	\$255.00	\$153.00	40%	60 Days
1362394	HYPERX™ Throat, SX™ Level IIIA	N/A	\$295.00	\$177.00	40%	60 Days
<b>BALLISTIC QUICK DISCONNECT STRUCTURED UPPER ARMS</b>						
1366416	HYPERX™ FST Structured Upper Arm, HARDWARE® 57 Level IIIA	N/A	\$1,245.00	\$747.00	40%	60 Days
1366417	HYPERX™ FST Structured Upper Arm, SX™HP Level IIIA	N/A	\$1,080.00	\$648.00	40%	60 Days
1361604	HYPERX™ G3 FST Structured Upper Arm, HARDWARE® 51 Level II	N/A	\$1,080.00	\$648.00	40%	60 Days
1361603	HYPERX™ G3 FST Structured Upper Arm, HARDWARE® 68 Level IIIA	N/A	\$1,245.00	\$747.00	40%	60 Days
1361601	HYPERX™ G3 FST Structured Upper Arm, SX™ Level II	N/A	\$920.00	\$552.00	40%	60 Days
1361600	HYPERX™ G3 FST Structured Upper Arm, SX™ Level IIIA	N/A	\$1,080.00	\$648.00	40%	60 Days
<b>HYPERX™ BALLISTIC LOWER ABDOMEN / SPINE (Single Unit)</b>						
1366418	HYPERX™ Lower Abdomen / Spine, Advanced Webless System, HARDWARE® 57 Level IIIA	N/A	\$320.00	\$192.00	40%	60 Days
1366419	HYPERX™ Lower Abdomen / Spine, Advanced Webless System, SX™HP Level IIIA	N/A	\$320.00	\$192.00	40%	60 Days
1354129	HYPERX™ Lower Abdomen / Spine, Advanced Webless System, HARDWARE® 51 Level II	N/A	\$300.00	\$180.00	40%	60 Days
1353988	HYPERX™ Lower Abdomen / Spine, Advanced Webless System, HARDWARE® 68 Level IIIA	N/A	\$320.00	\$192.00	40%	60 Days
1354133	HYPERX™ Lower Abdomen / Spine, Advanced Webless System, SX™ Level II	N/A	\$300.00	\$180.00	40%	60 Days
1354137	HYPERX™ Lower Abdomen / Spine, Advanced Webless System, SX™ Level IIIA	N/A	\$320.00	\$192.00	40%	60 Days
<b>HYPERX™ BALLISTIC GROIN PROTECTOR</b>						
1366420	HYPERX™ Groin Protector, HARDWARE® 57 Level IIIA	N/A	\$490.00	\$294.00	40%	60 Days
1366421	HYPERX™ Groin Protector, SX™HP Level IIIA	N/A	\$430.00	\$258.00	40%	60 Days
1354130	HYPERX™ Groin Protector, HARDWARE® 51 Level II	N/A	\$430.00	\$258.00	40%	60 Days
1353989	HYPERX™ Groin Protector, HARDWARE® 68 Level IIIA	N/A	\$490.00	\$294.00	40%	60 Days
1354134	HYPERX™ Groin Protector, SX™ Level II	N/A	\$380.00	\$228.00	40%	60 Days
1354138	HYPERX™ Groin Protector, SX™ Level IIIA	N/A	\$430.00	\$258.00	40%	60 Days

Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499, Wolf Grey and Multi-Cam®

FAV™ G3+ Cumberbund and Accessory Ballistic Panels are considered accessories and are outside the scope of the NIJ CTP

## FAV™ G3+ NON-BALLISTIC ACCESSORIES

THE FOLLOWING HYPERX™ BALLISTIC ACCESSORIES ALSO WORK WITH THE FAV™ G3+

### HYPERX™ ZIP-ON BACK AWS PLATFORM

1354719	HYPERX™ AWS Zip-On Back AWS Placard	N/A	\$140.00	\$84.00	40%	60 Days
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### HYPERX™ FRONT ATTACH PLACARDS

1355436	HYPERX™ Front AWS T-Bar Attach Placard	N/A	\$85.00	\$51.00	40%	60 Days
1355440	HYPERX™ Front AWS Quick Clip Attach Placard	N/A	\$85.00	\$51.00	40%	60 Days
1356378	HYPERX™ Front AWS Short Triple M4 Short T-Bar Attach Placard	N/A	\$130.00	\$78.00	40%	60 Days
1356379	HYPERX™ Front AWS Short Triple M4 Short Quick Clip Attach Placard	N/A	\$130.00	\$78.00	40%	60 Days
1356381	HYPERX™ Front AWS Short Dual M4 Utility/Medic T-Bar Attach Placard	N/A	\$140.00	\$84.00	40%	60 Days
1356383	HYPERX™ Front AWS Short Dual M4 Utility/Medic Quick Clip Attach Placard	N/A	\$140.00	\$84.00	40%	60 Days

Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499, Wolf Grey and Multi-Cam®

### FAV™ G3 SIZING VEST KIT (Sizing Vest Carrier and 3 Sizing Cumberbunds)

1353721	FAV™ G3 Sizing Vest Kit	N/A	\$620.00	\$372.00	40%	60 Days
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# TACTICAL VESTS

SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 198469

Part Number	Description	NIJ Model	MSRP	NASPO Agency	% off MSRP	Delivery
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## FAV™ G3 - SAPI SIZING AND SAPI SIZED PLATE POCKETS

### FAV™ G3 CARRIER SYSTEMS

1352362	FAV™ G3 Tactical Carrier, AWS, FirstSpear® Tubes™ and VELCRO® Closure	N/A	\$1,115.00	\$669.00	40%	60 Days
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Available with Single Flap or Dual Flap - Must Specify When Ordering

Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499, Wolf Grey and Multi-Cam®

**IMPORTANT: MUST ORDER BOTH THE BALLISTIC PANEL INSERTS AND CUMMERBUND BALLISTIC INSERTS**

### FAV™ G3 BALLISTIC PANEL INSERTS (Includes: Front and Back Ballistic Panels)

1354505	FAV™ G3 Ballistics, Matrix® Level IIIA	BA-3A00S-MR02	\$1,340.00	\$804.00	40%	60 Days
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**IMPORTANT: MUST ORDER BOTH THE BALLISTIC PANEL INSERTS AND CUMMERBUND BALLISTIC INSERTS**

### FAV™ G3 CUMMERBUND BALLISTIC PANEL INSERTS (Set of 2)

1351596	FAV™ G3 Side Ballistics, Matrix® Level IIIA	N/A	\$455.00	\$273.00	40%	60 Days
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FAV™ G3 Tactical System Front and Back Ballistic Panels are NIJ 0101.06 Compliant subject to the Limited Coverage Designation

FAV™ G3 Cummerbund Ballistic Panels are considered accessories and are outside the scope of the NIJ CTP

## FAV G3™ BALLISTIC ACCESSORIES

### FAV™ G3 BALLISTIC SHOULDER INSERTS (Set of 2)

1351597	FAV™ G3 Shoulder Ballistics, Matrix® Level IIIA	N/A	\$340.00	\$204.00	40%	60 Days
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### FAV™ G3 BALLISTIC COLLAR

1351743	FAV™ G3 Ballistic Collar, Matrix® Level IIIA	N/A	\$400.00	\$240.00	40%	60 Days
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### FAV™ G3 THROAT

1351734	G3 Throat, MATRIX® Level IIIA	N/A	\$265.00	\$159.00	40%	60 Days
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### FAV™ G3 STRUCTURED UPPER ARMS

1351735	G3 Structured Upper Arms, MATRIX® Level IIIA	N/A	\$645.00	\$387.00	40%	60 Days
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### FAV™ G3 LOWER ABDOMEN / SPINE (Single Unit)

1352513	G3 Lower Abdomen / Spine, Traditional Modular Webbing, MATRIX® Level IIIA	N/A	\$245.00	\$147.00	40%	60 Days
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### FAV™ G3 ENHANCED GROIN

1352516	G3 Enhanced Groin, Traditional Modular Webbing, MATRIX® Level IIIA	N/A	\$485.00	\$291.00	40%	60 Days
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### FAV™ G3 STANDARD GROIN

1351737	G3 Standard Groin, MATRIX® Level IIIA	N/A	\$285.00	\$171.00	40%	60 Days
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Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499, Wolf Grey and Multi-Cam®

Accessory Ballistic Panels are considered outside the scope of the NIJ CTP

## FAV™ G3 NON-BALLISTIC ACCESSORIES

### FAV™ G3 Sizing Vest Kit (Sizing Vest Carrier and 3 Sizing Cummerbunds)

1353721	FAV™ G3 Sizing Vest Kit	N/A	\$620.00	\$372.00	40%	60 Days
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Bark-9™						
1346114	Bark-9™ Canine Platform, VELCRO® Brand Closure	N/A	\$220.00	\$132.00	40%	60 Days
<i>Available Colors: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan and Multi-Cam®</i>						
BARK-9 BALLISTIC PANEL INSERTS (Includes: Front and Back Panels)						
1220824	Bark-9™ Ballistics, Xtreme® Level II	N/A	\$1,850.00	\$1,110.00	40%	60 Days
1220825	Bark-9™ Ballistics, Xtreme® Level IIIA	N/A	\$2,230.00	\$1,338.00	40%	60 Days
1223996	Bark-9™ Ballistics, Matrix® Level II	N/A	\$1,505.00	\$903.00	40%	60 Days
1223995	Bark-9™ Ballistics, Matrix® Level IIIA	N/A	\$1,650.00	\$990.00	40%	60 Days

# PLATE RACK SYSTEMS

SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 198469

Part Number	Description	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
<b>SHIFT 360™ G3 - SAPI SIZING AND SAPI SIZED PLATE POCKETS</b>						

## SHIFT 360™ G3 CARRIER SYSTEMS

1354773	SHIFT 360™ G3 SAPI AWS, Kangaroo Pkt, VELCRO® Brand Closure	N/A	\$965.00	\$579.00	40.00%	60 Days
1354776	SHIFT 360™ G3 SAPI TMW, Kangaroo Pkt, VELCRO® Brand Closure	N/A	\$850.00	\$510.00	40.00%	60 Days

Available with Single Flap or Dual Flap - Must Specify When Ordering

Available Colors: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499, Wolf Grey and Multi-Cam®

## SHIFT 360™ G3 BALLISTIC PANEL INSERTS (Includes: Front and Back Ballistic Panels)

1366372	SHIFT 360™ G3 Ballistic Panel Array, HARDWARE® 57 Level IIIA	BA-3A00S-HW01	\$1,295.00	\$777.00	40.00%	60 Days
1366809	SHIFT 360™ G3 Ballistic Panel Array, SX™HP Level IIIA	BA-3A00S-SXHP	\$1,295.00	\$777.00	40.00%	60 Days
1354533	SHIFT 360™ G3 Ballistic Panel Array, HARDWARE® 51 Level II	HW-2019-05-SB	\$1,005.00	\$603.00	40.00%	60 Days
1354534	SHIFT 360™ G3 Ballistic Panel Array, HARDWARE® 68 Level IIIA	HW-2019-01-SB	\$1,295.00	\$777.00	40.00%	60 Days
1354537	SHIFT 360™ G3 Ballistic Panel Array, SX™ Level II	BA-2000S-SX02	\$1,005.00	\$603.00	40.00%	60 Days
1354531	SHIFT 360™ G3 Ballistic Panel Array, SX™ Level IIIA	BA-3A00S-SX02	\$1,295.00	\$777.00	40.00%	60 Days
1354535	SHIFT 360™ G3 Ballistic Panel Array, XTREME® Level II	BA-2000S-XT03	\$960.00	\$576.00	40.00%	60 Days
1354536	SHIFT 360™ G3 Ballistic Panel Array, XTREME® Level IIIA	BA-3A00S-XT03	\$1,195.00	\$717.00	40.00%	60 Days
1354538	SHIFT 360™ G3 Ballistic Panel Array, MATRIX® Level II	BA-2000S-MR02	\$825.00	\$495.00	40.00%	60 Days
1354532	SHIFT 360™ G3 Ballistic Panel Array, MATRIX® Level IIIA	BA-3A00S-MR02	\$900.00	\$540.00	40.00%	60 Days

SHIFT 360™ Front and Back Ballistic Panels are NIJ 0101.06 Compliant subject to the Limited Coverage Designation

## SHIFT 360™ G3 ACCESSORIES

### SHIFT 360™ G3 CUMMERBUND BALLISTIC PANEL INSERTS (Set of 2)

1366341	SHIFT 360™ G3 Cumberbund Ballistics, HARDWARE® 57 Level IIIA	N/A	\$1,025.00	\$615.00	40%	60 Days
1366342	SHIFT 360™ G3 Cumberbund Ballistics, SX™HP IIIA	N/A	\$875.00	\$525.00	40%	60 Days
1351937	SHIFT 360™ G3 Cumberbund Ballistics, HARDWARE® 51 Level II	N/A	\$815.00	\$489.00	40%	60 Days
1351922	SHIFT 360™ G3 Cumberbund Ballistics, HARDWARE® 68 Level IIIA	N/A	\$1,000.00	\$600.00	40%	60 Days
1351977	SHIFT 360™ G3 Cumberbund Ballistics, SX™ Level II	N/A	\$710.00	\$426.00	40%	60 Days
1351168	SHIFT 360™ G3 Cumberbund Ballistics, SX™ Level IIIA	N/A	\$875.00	\$525.00	40%	60 Days
1351963	SHIFT 360™ G3 Cumberbund Ballistics, XTREME® Level II	N/A	\$705.00	\$423.00	40%	60 Days
1351970	SHIFT 360™ G3 Cumberbund Ballistics, XTREME® Level IIIA	N/A	\$770.00	\$462.00	40%	60 Days
1351984	SHIFT 360™ G3 Cumberbund Ballistics, MATRIX® Level II	N/A	\$610.00	\$366.00	40%	60 Days
1351598	SHIFT 360™ G3 Cumberbund Ballistics, MATRIX® Level IIIA	N/A	\$630.00	\$378.00	40%	60 Days

### SHIFT 360™ G3 BALLISTIC COLLAR

1366429	SHIFT 360™ G3 Ballistic Collar, HARDWARE® 57 Level IIIA	N/A	\$560.00	\$336.00	40%	60 Days
1366430	SHIFT 360™ G3 Ballistic Collar, SX™HP Level IIIA	N/A	\$475.00	\$285.00	40%	60 Days
1352015	SHIFT 360™ G3 Ballistic Collar, HARDWARE® 68 Level IIIA	N/A	\$540.00	\$324.00	40%	60 Days
1351326	SHIFT 360™ G3 Ballistic Collar, SX™ Level IIIA	N/A	\$475.00	\$285.00	40%	60 Days
1351742	SHIFT 360™ G3 Ballistic Collar, MATRIX® Level IIIA	N/A	\$380.00	\$228.00	40%	60 Days

### SHIFT 360™ G3 EXTERNAL SHOULDER BALLISTICS (Set of 2)

1366431	SHIFT 360™ G3 Shoulder Ballistics, HARDWARE® 57 Level IIIA	N/A	\$585.00	\$351.00	40%	60 Days
1366432	SHIFT 360™ G3 Shoulder Ballistics, SX™HP Level IIIA	N/A	\$570.00	\$342.00	40%	60 Days
1352012	SHIFT 360™ G3 Shoulder Ballistics, HARDWARE® 68 Level IIIA	N/A	\$585.00	\$351.00	40%	60 Days
1351323	SHIFT 360™ G3 Shoulder Ballistics, SX™ Level IIIA	N/A	\$570.00	\$342.00	40%	60 Days
1351739	SHIFT 360™ G3 Shoulder Ballistics, MATRIX® Level IIIA	N/A	\$500.00	\$300.00	40%	60 Days

Available Colors: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499 and Multi-Cam®

# PLATE RACK SYSTEMS

SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 198469

Part Number	Description	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
<b>SHIFT 360™ G3 THROAT</b>						
1366433	G3 Throat, HARDWARE® 57 Level IIIA	N/A	\$405.00	\$243.00	40%	60 Days
1366434	G3 Throat, SX™HP Level IIIA	N/A	\$390.00	\$234.00	40%	60 Days
1352007	G3 Throat, HARDWARE® 68 Level IIIA	N/A	\$405.00	\$243.00	40%	60 Days
1351312	G3 Throat, SX™ Level IIIA	N/A	\$390.00	\$234.00	40%	60 Days
1351734	G3 Throat, MATRIX® Level IIIA	N/A	\$265.00	\$159.00	40%	60 Days
<b>SHIFT 360™ G3 STRUCTURED UPPER ARMS</b>						
1366435	G3 Structured Upper Arms, HARDWARE® 57 Level IIIA	N/A	\$1,245.00	\$747.00	40%	60 Days
1366436	G3 Structured Upper Arms, SX™HP Level IIIA	N/A	\$1,075.00	\$645.00	40%	60 Days
1352008	G3 Structured Upper Arms, HARDWARE® 68 Level IIIA	N/A	\$1,245.00	\$747.00	40%	60 Days
1351314	G3 Structured Upper Arms, SX™ Level IIIA	N/A	\$1,075.00	\$645.00	40%	60 Days
1351735	G3 Structured Upper Arms, MATRIX® Level IIIA	N/A	\$645.00	\$387.00	40%	60 Days
<b>SHIFT 360™ G3 LOWER ABDOMEN / SPINE (Single Unit)</b>						
1366437	G3 Lower Abdomen / Spine, Advanced Webless System, HARDWARE® 57 Level IIIA	N/A	\$505.00	\$303.00	40%	60 Days
1366438	G3 Lower Abdomen / Spine, Advanced Webless System, SX™HP Level IIIA	N/A	\$425.00	\$255.00	40%	60 Days
1352009	G3 Lower Abdomen / Spine, Advanced Webless System, HARDWARE® 68 Level IIIA	N/A	\$505.00	\$303.00	40%	60 Days
1351317	G3 Lower Abdomen / Spine, Advanced Webless System, SX™ Level IIIA	N/A	\$425.00	\$255.00	40%	60 Days
1351736	G3 Lower Abdomen / Spine, Advanced Webless System, MATRIX® Level IIIA	N/A	\$335.00	\$201.00	40%	60 Days
1366439	G3 Lower Abdomen / Spine, Traditional Modular Webbing, HARDWARE® 57 Level IIIA	N/A	\$485.00	\$291.00	40%	60 Days
1366440	G3 Lower Abdomen / Spine, Traditional Modular Webbing, SX™HP Level IIIA	N/A	\$380.00	\$228.00	40%	60 Days
1352515	G3 Lower Abdomen / Spine, Traditional Modular Webbing, HARDWARE® 68 Level IIIA	N/A	\$485.00	\$291.00	40%	60 Days
1352514	G3 Lower Abdomen / Spine, Traditional Modular Webbing, SX™ Level IIIA	N/A	\$380.00	\$228.00	40%	60 Days
1352513	G3 Lower Abdomen / Spine, Traditional Modular Webbing, MATRIX® Level IIIA	N/A	\$245.00	\$147.00	40%	60 Days
<b>SHIFT 360™ G3 ENHANCED GROIN</b>						
1366441	G3 Enhanced Groin, Advanced Webless System, HARDWARE® 57 Level IIIA	N/A	\$815.00	\$489.00	40%	60 Days
1366442	G3 Enhanced Groin, Advanced Webless System, SX™HP Level IIIA	N/A	\$780.00	\$468.00	40%	60 Days
1352011	G3 Enhanced Groin, Advanced Webless System, HARDWARE® 68 Level IIIA	N/A	\$815.00	\$489.00	40%	60 Days
1351322	G3 Enhanced Groin, Advanced Webless System, SX™ Level IIIA	N/A	\$780.00	\$468.00	40%	60 Days
1351738	G3 Enhanced Groin, Advanced Webless System, MATRIX® Level IIIA	N/A	\$625.00	\$375.00	40%	60 Days
1366443	G3 Enhanced Groin, Traditional Modular Webbing, HARDWARE® 57 Level IIIA	N/A	\$780.00	\$468.00	40%	60 Days
1366444	G3 Enhanced Groin, Traditional Modular Webbing, SX™HP Level IIIA	N/A	\$745.00	\$447.00	40%	60 Days
1352518	G3 Enhanced Groin, Traditional Modular Webbing, HARDWARE® 68 Level IIIA	N/A	\$780.00	\$468.00	40%	60 Days
1352517	G3 Enhanced Groin, Traditional Modular Webbing, SX™ Level IIIA	N/A	\$745.00	\$447.00	40%	60 Days
1352516	G3 Enhanced Groin, Traditional Modular Webbing, MATRIX® Level IIIA	N/A	\$485.00	\$291.00	40%	60 Days
<b>SHIFT 360™ G3 STANDARD GROIN</b>						
1366445	G3 Standard Groin, HARDWARE® 57 Level IIIA	N/A	\$535.00	\$321.00	40%	60 Days
1366446	G3 Standard Groin, SX™HP Level IIIA	N/A	\$475.00	\$285.00	40%	60 Days
1352010	G3 Standard Groin, HARDWARE® 68 Level IIIA	N/A	\$535.00	\$321.00	40%	60 Days
1351318	G3 Standard Groin, SX™ Level IIIA	N/A	\$475.00	\$285.00	40%	60 Days
1351737	G3 Standard Groin, MATRIX® Level IIIA	N/A	\$285.00	\$171.00	40%	60 Days

Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499, Wolf Grey and Multi-Cam®

Accessory Ballistic Panels are considered outside the scope of the NIJ CTP

# PLATE RACK SYSTEMS

SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 198469

Part Number	Description	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
<b>SHIFT 360™ G3+ NON-BALLISTIC ACCESSORIES</b>						

## SHIFT 360™ G3 Sizing Vest Kit (Sizing Vest Carrier and 3 Sizing Cummerbunds)

1354022	SHIFT 360™ G3 Sizing Vest Kit	N/A	\$560.00	\$336.00	40%	60 Days
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## TAC PR™

### TAC PR™ CARRIER SYSTEMS

1315134	TAC PR™ Advanced Webless System, Buckle Closure System	N/A	\$885.00	\$531.00	40%	60 Days
1302567	TAC PR™ Traditional Modular Webbing, Buckle Closure System	N/A	\$515.00	\$309.00	40%	60 Days
1315022	TAC PR™ Traditional Modular Webbing, FirstSpear® Tubes™	N/A	\$700.00	\$420.00	40%	60 Days

Available Colors: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan and Multi-Cam®

### TAC PR™ BALLISTIC PANEL INSERTS (Includes: Front and Back Ballistic Panels 11"x12.5")

1366361	TAC PR™ Ballistics, HARDWIRE® 57 Level IIIA	BA-3A00S-HW01	\$1,580.00	\$948.00	40%	60 Days
1366362	TAC PR™ Ballistics, SX™HP Level IIIA	BA-3A00S-SXHP	\$1,460.00	\$876.00	40%	60 Days
1351072	TAC PR™ Ballistics, HARDWIRE® 51 Level II	HW-2019-05-SB	\$1,270.00	\$762.00	40%	60 Days
1351071	TAC PR™ Ballistics, HARDWIRE® 68 Level IIIA	HW-2019-01-SB	\$1,580.00	\$948.00	40%	60 Days
1221732	TAC PR™ Ballistics, SX™ Level II	BA-2000S-SX02	\$1,150.00	\$690.00	40%	60 Days
1221740	TAC PR™ Ballistics, SX™ Level IIIA	BA-3A00S-SX02	\$1,460.00	\$876.00	40%	60 Days
1221733	TAC PR™ Ballistics, XTREME® Level II	BA-2000S-XT03	\$1,090.00	\$654.00	40%	60 Days
1221741	TAC PR™ Ballistics, XTREME® Level IIIA	BA-3A00S-XT03	\$1,315.00	\$789.00	40%	60 Days
1346118	TAC PR™ Ballistics, MATRIX® Level II	BA-2000S-MR02	\$905.00	\$543.00	40%	60 Days
1223931	TAC PR™ Ballistics, MATRIX® Level IIIA	BA-3A00S-MR02	\$1,000.00	\$600.00	40%	60 Days

TAC PR™ Front and Back Ballistic Panels are NIJ 0101.06 Compliant subject to the Limited Coverage Designation

## TAC PH™

### TAC PH™ G3 (GEN III) CARRIER SYSTEMS

1355810	TAC PH™ G3 SAPI TMW FST Plate Carrier	N/A	\$340.00	\$204.00	40%	60 Days
1355833	TAC PH™ G3 FEMALE TMW FST Plate Carrier	N/A	\$340.00	\$204.00	40%	60 Days
1356451	TAC PH™ G3 SAPI TMW Buckle Closure Plate Carrier	N/A	\$310.00	\$186.00	40%	60 Days
1356452	TAC PH™ G3 FEMALE 8X10 TMW Buckle Closure Plate Carrier	N/A	\$310.00	\$186.00	40%	60 Days

Available Colors: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan and Multi-Cam®

### TAC PH™ G3 BALLISTIC PANEL INSERTS (Includes: Front and Back Ballistic Panels)

1366372	PLATE BACKER Ballistic Panel Set, HARDWIRE® 57 Level IIIA	BA-3A00S-HW01	\$1,295.00	\$777.00	40%	60 Days
1366809	PLATE BACKER Ballistic Panel Set, SX™HP Level IIIA	BA-3A00S-SXHP	\$1,295.00	\$777.00	40%	60 Days
1354533	PLATE BACKER Ballistic Panel Set, HARDWIRE® 51 Level II	HW-2019-05-SB	\$1,005.00	\$603.00	40%	60 Days
1354534	PLATE BACKER Ballistic Panel Set, HARDWIRE® 68 Level IIIA	HW-2019-01-SB	\$1,295.00	\$777.00	40%	60 Days
1354537	PLATE BACKER Ballistic Panel Set, SX™ Level II	BA-2000S-SX02	\$1,005.00	\$603.00	40%	60 Days
1354531	PLATE BACKER Ballistic Panel Set, SX™ Level IIIA	BA-3A00S-SX02	\$1,295.00	\$777.00	40%	60 Days
1354535	PLATE BACKER Ballistic Panel Set, XTREME® Level II	BA-2000S-XT03	\$960.00	\$576.00	40%	60 Days
1354536	PLATE BACKER Ballistic Panel Set, XTREME® Level IIIA	BA-3A00S-XT03	\$1,195.00	\$717.00	40%	60 Days
1354538	PLATE BACKER Ballistic Panel Set, MATRIX® Level II	BA-2000S-MR02	\$825.00	\$495.00	40%	60 Days
1354532	PLATE BACKER Ballistic Panel Set, MATRIX® Level IIIA	BA-3A00S-MR02	\$900.00	\$540.00	40%	60 Days



PLATE RACK SYSTEMS

Part Number	Description	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
TAC PH™ (GEN II) CARRIER SYSTEMS						
1346115	TAC PH™ (GEN II) Traditional Modular Webbing, FirstSpear® Tubes™	N/A	\$480.00	\$288.00	40%	60 Days
1223638	TAC PH™ (GEN II) Traditional Modular Webbing, Buckle Closure System	N/A	\$360.00	\$216.00	40%	60 Days
Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499, Wolf Grey and Multi-Cam®						
TAC PH™ (GEN II) BALLISTIC PANEL INSERTS (Includes: Front and Back Ballistic Panels 10"x12")						
1366363	TAC PH™ (Gen II) Ballistics, HARDWIRE® 57 Level IIIA	BA-3A00S-HW01	\$1,295.00	\$777.00	40%	60 Days
1366364	TAC PH™ (GEN II) Ballistics, SX™HP Level IIIA	BA-3A00S-SXHP	\$1,295.00	\$777.00	40%	60 Days
1351076	TAC PH™ (GEN II) Ballistics, HARDWIRE® 51 Level II	HW-2019-05-SB	\$1,005.00	\$603.00	40%	60 Days
1351075	TAC PH™ (GEN II) Ballistics, HARDWIRE® 68 Level IIIA	HW-2019-01-SB	\$1,295.00	\$777.00	40%	60 Days
1221705	TAC PH™ (GEN II) Ballistics, SX™ Level II	BA-2000S-SX02	\$1,005.00	\$603.00	40%	60 Days
1221713	TAC PH™ (GEN II) Ballistics, SX™ Level IIIA	BA-3A00S-SX02	\$1,295.00	\$777.00	40%	60 Days
1221706	TAC PH™ (GEN II) Ballistics, XTREME® Level II	BA-2000S-XT03	\$960.00	\$576.00	40%	60 Days
1221714	TAC PH™ (GEN II) Ballistics, XTREME® Level IIIA	BA-3A00S-XT03	\$1,195.00	\$717.00	40%	60 Days
1224030	TAC PH™ (GEN II) Ballistics, MATRIX® Level II	BA-2000S-MR02	\$825.00	\$495.00	40%	60 Days
1223930	TAC PH™ (GEN II) Ballistics, MATRIX® Level IIIA	BA-3A00S-MR02	\$900.00	\$540.00	40%	60 Days

TAC PH™ Front and Back Ballistic Panels are NIJ 0101.06 Compliant subject to the Limited Coverage Designation

TACTICAL ACCESSORIES AND POUCHES

Part Number	Description	MSRP	NASPO Agency	% Off MSRP	Delivery
HARDWIRE® BALLISTIC BURRITO					
1365538	HARDWIRE® Ballistic Burrito Added Neckline Protection - Tactical	\$445.00	\$267.00	40.00%	60 Days
NON-BALLISTIC ACCESSORIES					
TACTICAL BELT NON-BALLISTIC					
1346110	Tactical Belt, Non-Ballistic w/ Traditional Modular Webbing	\$130.00	\$78.00	40.00%	60 Days
Available Colors: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan and Multi-Cam®					
ID PATCHES - Small 5" X 2"					
1223589-PS	POLICE	\$15.00	\$9.00	40.00%	60 Days
1223589-SS	SHERIFF	\$15.00	\$9.00	40.00%	60 Days
1223589-CS	CORRECTIONS	\$15.00	\$9.00	40.00%	60 Days
1223589-SPS	STATE POLICE	\$15.00	\$9.00	40.00%	60 Days
1223589-BS	BLANK	\$15.00	\$9.00	40.00%	60 Days
ID PATCHES - Large 8.5" X 3"					
1223589-PL	POLICE	\$15.00	\$9.00	40.00%	60 Days
1223589-SL	SHERIFF	\$15.00	\$9.00	40.00%	60 Days
1223589-CL	CORRECTIONS	\$15.00	\$9.00	40.00%	60 Days
1223589-SPL	STATE POLICE	\$15.00	\$9.00	40.00%	60 Days
1223589-BL	BLANK	\$15.00	\$9.00	40.00%	60 Days
Must Specify ID PATCH MATERIAL COLOR and LETTERING COLOR when Ordering					
Available Material Colors for All ID PATCHES: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan and Multi-Cam®					
Available Colors for All ID PATCH LETTERING: Black, White, Yellow, Gray, Green and Reflective					
TACTICAL CARRY BAGS					
1220761	Tactical Vest Carry Bag	\$205.00	\$123.00	40.00%	60 Days
1219279	Plate Rack Carry Bag	\$160.00	\$96.00	40.00%	60 Days
TP LINE - TACTICAL POUCHES					
AMMUNITION / MAGAZINE POUCHES					
1219671-TP4	TP4, M4 Magazine Pouch, Double, Stacked	\$55.00	\$33.00	40.00%	60 Days
1219671-TP4A	TP4A, M4 Magazine Pouch, Double, Staggered	\$45.00	\$27.00	40.00%	60 Days
1219671-TP5	TP5, M4 Magazine Pouch, Single	\$40.00	\$24.00	40.00%	60 Days
1219671-TP5A	TP5A, M4 Magazine Pouch, Double	\$45.00	\$27.00	40.00%	60 Days
1219671-TP5B	TP5B, M4 Magazine Pouch, Triple	\$65.00	\$39.00	40.00%	60 Days
1219671-TP6	TP6, M4 Magazine Pouch, Short, Single	\$35.00	\$21.00	40.00%	60 Days
1219671-TP6A	TP6A, M4 Magazine Pouch, Short, Double	\$45.00	\$27.00	40.00%	60 Days
1219671-TP7	TP7, M4/Side Arm Magazine Pouch, Dual/Double	\$55.00	\$33.00	40.00%	60 Days
1219671-TP9	TP9, SR25 Magazine Pouch, Single	\$35.00	\$21.00	40.00%	60 Days
1219671-TP9A	TP9A, SR25 Magazine Pouch, Double	\$45.00	\$27.00	40.00%	60 Days
1219671-TP10	TP10, Side Arm Magazine Pouch, Single	\$35.00	\$21.00	40.00%	60 Days
1219671-TP10A	TP10A, Side Arm Magazine Pouch, Double	\$55.00	\$33.00	40.00%	60 Days
1219671-TP10B	TP10B, Side Arm Magazine Pouch, Triple	\$55.00	\$33.00	40.00%	60 Days
1219671-TP11	TP11, 12 Round Shot Shell Pouch	\$60.00	\$36.00	40.00%	60 Days
1219671-TP11A	TP11A, 24 Round Shot Shell Pouch	\$85.00	\$51.00	40.00%	60 Days

TACTICAL ACCESSORIES AND POUCHES

Part Number	Description	MSRP	NASPO Agency	% Off MSRP	Delivery
LESS LETHAL POUCHES					
1219671-TP12	TP12, 37/40 MM Less Lethal Pouch, Single	\$35.00	\$21.00	40.00%	60 Days
1219671-TP12A	TP12A, 37/40 MM Less Lethal Pouch, Double	\$45.00	\$27.00	40.00%	60 Days
1219671-TP12B	TP12B, 37/40 MM Less Lethal Pouch, Triple	\$60.00	\$36.00	40.00%	60 Days
1219671-TP12C	TP12C, 37/40 MM Less Lethal Pouch, 7 Round	\$70.00	\$42.00	40.00%	60 Days
1219671-TP12D	TP12D, 37/40 MM Less Lethal Pouch, 7 Round, Flip Down	\$130.00	\$78.00	40.00%	60 Days
1219671-TP13	TP13, MK3/MK4 Aerosol Pouch	\$40.00	\$24.00	40.00%	60 Days
1219671-TP15	TP15, Grenade Pouch, Single	\$55.00	\$33.00	40.00%	60 Days
1219671-TP15A	TP15A, Grenade Pouch, Double	\$65.00	\$39.00	40.00%	60 Days
1219671-TP16	TP16, #25 Distraction Device Pouch, Single	\$30.00	\$18.00	40.00%	60 Days
UTILITY / MISCELLANEOUS POUCHES					
1219671-TP14	TP14, Expandable Baton/Flashlight Pouch, Single	\$45.00	\$27.00	40.00%	60 Days
1219671-TP14A	TP14A, Expandable Baton/Flashlight Pouch, Double	\$45.00	\$27.00	40.00%	60 Days
1219671-TP14B	TP14B, 26" Expandable Baton Pouch, Single	\$60.00	\$36.00	40.00%	60 Days
1219671-TP14C	TP14C, Pelican 7060 Flashlight Pouch, Single	\$60.00	\$36.00	40.00%	60 Days
1219671-TP17	TP17, Handcuff Pouch, Single	\$40.00	\$24.00	40.00%	60 Days
1219671-TP17A	TP17A, Handcuff Pouch, Double	\$45.00	\$27.00	40.00%	60 Days
1219671-TP18	TP18, Gas Mask Pouch	\$85.00	\$51.00	40.00%	60 Days
1219671-TP19	TP19, Utility Pouch, 8" X 8"	\$65.00	\$39.00	40.00%	60 Days
1219671-TP19A	TP19A, Utility Pouch, 4" X 8", Vertical	\$55.00	\$33.00	40.00%	60 Days
1219671-TP19B	TP19B, Utility Pouch, 4" X 8", Horizontal	\$55.00	\$33.00	40.00%	60 Days
1219671-TP20	TP20, Medical Pouch	\$85.00	\$51.00	40.00%	60 Days
1219671-TP21	TP21, Radio Pouch, Universal	\$60.00	\$36.00	40.00%	60 Days
1219671-TP21A	TP21A, Radio Pouch w/ Bungee, Universal	\$75.00	\$45.00	40.00%	60 Days
1219671-TP21B	TP21B, Apex 6000 Radio	\$90.00	\$54.00	40.00%	60 Days
1219671-TP22	TP22, Hydration Pouch, 2.5L	\$90.00	\$54.00	40.00%	60 Days
1219671-TP22B	TP22B, Hydration Bladder, 2.5L	\$45.00	\$27.00	40.00%	60 Days
1219671-TP24	TP24, 6" X 6" Side Plate Pouch	\$45.00	\$27.00	40.00%	60 Days
1219671-TP32	TP32, Dump Pouch, Stowable	\$130.00	\$78.00	40.00%	60 Days
1219671-TP33	TP33, Tourniquet Pouch	\$85.00	\$51.00	40.00%	60 Days
1219671-TP58B	PTA-TP58B, Small Rechargeable Light Pouch	\$75.00	\$45.00	40.00%	60 Days
1219671-TP62	PTA-TP62, Utility Pouch, 6" X 4"	\$85.00	\$51.00	40.00%	60 Days
1219671-TP83	PTA-TP83, Flashlight Pouch	\$60.00	\$36.00	40.00%	60 Days
1219671-TP99	PTA-TP99, Galxy/Iphone Pouch, 500D Black	\$100.00	\$60.00	40.00%	60 Days
1220970-BLK	PTA-G Belt Loop Kit, Modular Belt Loop Set, Five (5) Belt Loops Per Set	\$90.00	\$54.00	40.00%	60 Days

Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499, Wolf Grey and Multi-Cam®

TACTICAL VEST REPLACEMENTS

Part Number	Description	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
HYPERX™ CUMMERBUND REPLACEMENT						
HYPERX™ CUMMERBUND CARRIER						
1361245	HYPERX™ Narrow 3" Advanced Webless Cumberbund, Interchangeable system	N/A	\$390.00	\$234.00	40%	60 Days
1361246	HYPERX™ Standard 5" Advanced Webless Cumberbund, Interchangeable system	N/A	\$345.00	\$207.00	40%	60 Days
1361247	HYPERX™ Wide 6" Advanced Webless Cumberbund, Interchangeable system	N/A	\$370.00	\$222.00	40%	60 Days
Available Colors: Black, Dark Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499, Wolf Grey and Multi-Cam®						
HYPERX™ NARROW 3" HEIGHT CUMMERBUND BALLISTIC PANEL INSERTS (Set of 2)						
1366376	HYPERX™ Narrow 3" Cumberbund Ballistic Panel Set, HARDWIRE® 57 Level IIIA	N/A	\$735.00	\$441.00	40%	60 Days
1366377	HYPERX™ Narrow 3" Cumberbund Ballistic Panel Set, SX™HP Level IIIA	N/A	\$665.00	\$399.00	40%	60 Days
1355890	HYPERX™ Narrow 3" Cumberbund Ballistic Panel Set, HARDWIRE® 51 Level II	N/A	\$590.00	\$354.00	40%	60 Days
1355889	HYPERX™ Narrow 3" Cumberbund Ballistic Panel Set, HARDWIRE® 68 Level IIIA	N/A	\$735.00	\$441.00	40%	60 Days
1355997	HYPERX™ Narrow 3" Cumberbund Ballistic Panel Set, SX™ Level II	N/A	\$520.00	\$312.00	40%	60 Days
1355998	HYPERX™ Narrow 3" Cumberbund Ballistic Panel Set, SX™ Level IIIA	N/A	\$665.00	\$399.00	40%	60 Days
HYPERX™ STANDARD 5" HEIGHT CUMMERBUND BALLISTIC PANEL INSERTS (Set of 2)						
1366378	HYPERX™ Standard 5" Cumberbund Ballistic Panel Set, HARDWIRE® 57 Level IIIA	N/A	\$735.00	\$441.00	40%	60 Days
1366379	HYPERX™ Standard 5" Cumberbund Ballistic Panel Set, SX™HP Level IIIA	N/A	\$665.00	\$399.00	40%	60 Days
1354688	HYPERX™ Regular 5" CumberbundBallistic Panel Set, HARDWIRE® 51 Level II	N/A	\$590.00	\$354.00	40%	60 Days
1354674	HYPERX™ Regular 5" CumberbundBallistic Panel Set, HARDWIRE® 68 Level IIIA	N/A	\$735.00	\$441.00	40%	60 Days
1354695	HYPERX™ Regular 5" CumberbundBallistic Panel Set, SX™ Level II	N/A	\$520.00	\$312.00	40%	60 Days
1354709	HYPERX™ Regular 5" CumberbundBallistic Panel Set, SX™ Level IIIA	N/A	\$665.00	\$399.00	40%	60 Days
HYPERX™ WIDE 6" HEIGHT CUMMERBUND BALLISTIC PANEL INSERTS (Set of 2)						
1366380	HYPERX™ Wide 6" Cumberbund Ballistic Panel Set, HARDWIRE® 57 Level IIIA	N/A	\$735.00	\$441.00	40%	60 Days
1366381	HYPERX™ Wide 6" Cumberbund Ballistic Panel Set, SX™HP Level IIIA	N/A	\$665.00	\$399.00	40%	60 Days
1354686	HYPERX™ Wide 6" CumberbundBallistic Panel Set, HARDWIRE® 51 Level II	N/A	\$590.00	\$354.00	40%	60 Days
1354673	HYPERX™ Wide 6" CumberbundBallistic Panel Set, HARDWIRE® 68 Level IIIA	N/A	\$735.00	\$441.00	40%	60 Days
1354696	HYPERX™ Wide 6" CumberbundBallistic Panel Set, SX™ Level II	N/A	\$520.00	\$312.00	40%	60 Days
1354710	HYPERX™ Wide 6" CumberbundBallistic Panel Set, SX™ Level IIIA	N/A	\$665.00	\$399.00	40%	60 Days
FAV™ G3 CUMMERBUND REPLACEMENT						
FAV™ G3 CUMMERBUND CARRIER						
1351137	FAV™ G3 Advanced Webless Cumberbund, Interchangeable system	N/A	\$465.00	\$279.00	40%	60 Days
1352363	FAV™ G3 Traditional Modular Webbing Cumberbund, Interchangeable system	N/A	\$405.00	\$243.00	40%	60 Days
Available Colors: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499 and Multi-Cam®						
FAV™ G3 CUMMERBUND BALLISTIC PANEL INSERTS (Set of 2)						
1351933	FAV™ G3 Side Ballistics, HARDWIRE® 51 Level II	N/A	\$715.00	\$429.00	40%	60 Days
1351920	FAV™ G3 Side Ballistics, HARDWIRE® 68 Level IIIA	N/A	\$840.00	\$504.00	40%	60 Days
1351973	FAV™ G3 Side Ballistics, SX™ Level II	N/A	\$625.00	\$375.00	40%	60 Days
1351167	FAV™ G3 Side Ballistics, SX™ Level IIIA	N/A	\$750.00	\$450.00	40%	60 Days
1351959	FAV™ G3 Side Ballistics, XTREME® Level II	N/A	\$580.00	\$348.00	40%	60 Days
1351966	FAV™ G3 Side Ballistics, XTREME® Level IIIA	N/A	\$630.00	\$378.00	40%	60 Days
1351980	FAV™ G3 Side Ballistics, MATRIX® Level II	N/A	\$495.00	\$297.00	40%	60 Days
1351596	FAV™ G3 Side Ballistics, MATRIX® Level IIIA	N/A	\$510.00	\$306.00	40%	60 Days
SHIFT 360™ G3 CUMMERBUND REPLACEMENT						
SHIFT 360™ G3 CUMMERBUND CARRIER						
1351129	SHIFT 360™ G3 Advanced Webless, Cumberbund, FirstSpear® Tubes™	N/A	\$350.00	\$210.00	40%	60 Days
1351131	SHIFT 360™ G3 Advanced Webless, Cumberbund, VELCRO® Brand Closure	N/A	\$290.00	\$174.00	40%	60 Days
1352365	SHIFT 360™ G3 Traditional Modular Webbing, Cumberbund, FirstSpear® Tubes™	N/A	\$340.00	\$204.00	40%	60 Days
1352367	SHIFT 360™ G3 Traditional Modular Webbing, Cumberbund, VELCRO® Brand Closure	N/A	\$290.00	\$174.00	40%	60 Days
Available Colors: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan 499 and Multi-Cam®						

# TACTICAL VEST REPLACEMENTS

Part Number	Description	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
SHIFT 360™ G3 CUMMERBUND BALLISTIC PANEL INSERTS (Set of 2)						
1366341	SHIFT 360™ G3 Cummerbund Ballistics, HARDWIRE® 57 Level IIIA	N/A	\$1,025.00	\$615.00	40%	60 Days
1366342	SHIFT 360™ G3 Cummerbund Ballistics, SX™HP IIIA	N/A	\$875.00	\$525.00	40%	60 Days
1351937	SHIFT 360™ G3 Cummerbund Ballistics, HARDWIRE® 51 Level II	N/A	\$815.00	\$489.00	40%	60 Days
1351922	SHIFT 360™ G3 Cummerbund Ballistics, HARDWIRE® 68 Level IIIA	N/A	\$1,000.00	\$600.00	40%	60 Days
1351977	SHIFT 360™ G3 Cummerbund Ballistics, SX™ Level II	N/A	\$710.00	\$426.00	40%	60 Days
1351168	SHIFT 360™ G3 Cummerbund Ballistics, SX™ Level IIIA	N/A	\$875.00	\$525.00	40%	60 Days
1351963	SHIFT 360™ G3 Cummerbund Ballistics, XTREME® Level II	N/A	\$705.00	\$423.00	40%	60 Days
1351970	SHIFT 360™ G3 Cummerbund Ballistics, XTREME® Level IIIA	N/A	\$770.00	\$462.00	40%	60 Days
1351984	SHIFT 360™ G3 Cummerbund Ballistics, MATRIX® Level II	N/A	\$610.00	\$366.00	40%	60 Days
1351598	SHIFT 360™ G3 Cummerbund Ballistics, MATRIX® Level IIIA	N/A	\$630.00	\$378.00	40%	60 Days

SHIFT 360™ Cummerbund Ballistic Panels are considered accessories and are outside the scope of the NIJ CTP

# CUSTOM "DN" CARRIERS

SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 198469

Part Number	Design No.	Description	MSRP	NASPO Agency	% Off MSRP	Delivery
<b>OVERT CARRIERS</b>						
<b>UNIFORM SHIRT CARRIERS</b> - Must Specify with or without Camera Tab						
1303538	6659	U1 Clean Velcro Closure FO - Maine Warden	\$660.00	\$396.00	40%	60 Days
1303538	6682	U1 Clean Velcro Closure FO - Plymouth	\$660.00	\$396.00	40%	60 Days
<i>Available Colors: Black, Navy, Tan and Tactical Green</i>						
<b>V1 CARRIERS</b> - ID patches are not included with these carriers. Must be purchased separately.						
1303566	6551	V1 Traditional MOLLE Webbing First Spear Tubes Closure SO - No rear ID	\$605.00	\$363.00	40%	60 Days
1303566	6618	V1 Traditional MOLLE Webbing First Spear Tubes Closure SO - with rear ID	\$605.00	\$363.00	40%	60 Days
1303549	6569	V1 AWS Velcro Closure FO - with clean back	\$740.00	\$444.00	40%	60 Days
1303566	6790	V1 Traditional MOLLE Webbing First Spear Tubes Closure SO - HCSO	\$650.00	\$390.00	40%	60 Days
<i>Available Colors: Black, Navy, Tactical Green, Ranger Green, Coyote Brown, Tan and Multi-Cam®</i>						
<b>SPECIALTY CARRIERS</b> - See notes regarding ID patches for each carrier below.						
1303546	6600	V1 EMS Pocket Velcro Closure SO Tan - Guilford Co	\$825.00	\$495.00	40%	60 Days
<i>Available Colors: Tan</i>						
<b>OVERT CARRIERS</b> - ID's are not included with these carriers. Must be purchased separately.						
1290135	6592	TAC EXT Traditional MOLLE Webbing Velcro Closure - NJDOC	\$615.00	\$369.00	40%	60 Days
1349981	6774	EXT Advanced Webless FST/VCS Closure - Montgomery County	\$965.00	\$579.00	40%	60 Days
1303517	6645	EOC Traditional MOLLE Webbing Velcro Closure FO - CA State Contract	\$660.00	\$396.00	40%	60 Days
<i>Available Colors: Black, Navy, Tan and Tactical Green</i>						

Part Number	Product Description	NIJ Standard	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
<b>TYPE III STAND ALONE</b>							
<b>DT306P</b>							
1314912	DT306P Type III 8.75X11.75 Multi Curve SAPI Small	0101.06	DT306P	\$1,395.00	\$837.00	40.00%	60 Days
1314913	DT306P Type III 9.5X12.5 Multi Curve SAPI Medium	0101.06	DT306P	\$1,395.00	\$837.00	40.00%	60 Days
1314914	DT306P Type III 10.25X13.25 Multi Curve SAPI Large	0101.06	DT306P	\$1,490.00	\$894.00	40.00%	60 Days
1314915	DT306P Type III 11X14 Multi Curve SAPI Xlarge	0101.06	DT306P	\$1,805.00	\$1,083.00	40.00%	60 Days
1314910	DT306P Type III 10X12 Multi Curve Shooters Cut	0101.06	DT306P	\$1,395.00	\$837.00	40.00%	60 Days
1345796	DT306P Type III 10X12 Multi Curve Rectangle	0101.06	DT306P	\$1,395.00	\$837.00	40.00%	60 Days
1347631	DT306P Type III 8X10 Multi Curve Shooters Cut	0101.06	DT306P	\$1,060.00	\$636.00	40.00%	60 Days
1314911	DT306P Type III 8X10 Multi Curve Rectangle	0101.06	DT306P	\$1,060.00	\$636.00	40.00%	60 Days
1345185	DT306P Type III 6X6 Single Curve Square	N/A	N/A	\$605.00	\$363.00	40.00%	60 Days
<b>HARDWIRE 9000</b>							
1350919	Hardwire® 9000 Type III 8.75X11.75 Multi Curve SAPI Small	0101.06	HW-RF2SA-2020	\$1,295.00	\$777.00	40.00%	60 Days
1350920	Hardwire® 9000 Type III 9.5X12.5 Multi Curve SAPI Medium	0101.06	HW-RF2SA-2020	\$1,405.00	\$843.00	40.00%	60 Days
1350921	Hardwire® 9000 Type III 10.25X13.25 Multi Curve SAPI Large	0101.06	HW-RF2SA-2020	\$1,565.00	\$939.00	40.00%	60 Days
1350922	Hardwire® 9000 Type III 11X14 Multi Curve SAPI Xlarge	0101.06	HW-RF2SA-2020	\$1,720.00	\$1,032.00	40.00%	60 Days
1350923	Hardwire® 9000 Type III 10X12 Multi Curve Shooters Cut	0101.06	HW-RF2SA-2020	\$1,320.00	\$792.00	40.00%	60 Days
1365511	Hardwire® 9000 Type III+ 8X10 Multi Curve Shooters Cut	0101.06	HW-RF2SA-2020	\$1,200.00	\$720.00	40.00%	60 Days
1365345	Hardwire® 9000 Type III+ 6X6 Single Curve Square	N/A	N/A	\$780.00	\$468.00	40.00%	60 Days
<b>HARDWIRE 8000</b>							
1350910	Hardwire® 8000 Type III 8.75X11.75 Multi Curve SAPI Small	0101.06	HW-RF1SA-2020	\$1,345.00	\$807.00	40.00%	60 Days
1350911	Hardwire® 8000 Type III 9.5X12.5 Multi Curve SAPI Medium	0101.06	HW-RF1SA-2020	\$1,490.00	\$894.00	40.00%	60 Days
1350912	Hardwire® 8000 Type III 10.25X13.25 Multi Curve SAPI Large	0101.06	HW-RF1SA-2020	\$1,735.00	\$1,041.00	40.00%	60 Days
1350913	Hardwire® 8000 Type III 11X14 Multi Curve SAPI Xlarge	0101.06	HW-RF1SA-2020	\$1,975.00	\$1,185.00	40.00%	60 Days
1350914	Hardwire® 8000 Type III 10X12 Multi Curve Shooters Cut	0101.06	HW-RF1SA-2020	\$1,640.00	\$984.00	40.00%	60 Days
1350915	Hardwire® 8000 Type III 10X12 Multi Curve Rectangle	0101.06	HW-RF1SA-2020	\$1,640.00	\$984.00	40.00%	60 Days
1350916	Hardwire® 8000 Type III 8X10 Multi Curve Shooters Cut	0101.06	HW-RF1SA-2020	\$1,225.00	\$735.00	40.00%	60 Days
1350917	Hardwire® 8000 Type III 8X10 Multi Curve Rectangle	0101.06	HW-RF1SA-2020	\$1,225.00	\$735.00	40.00%	60 Days
1350918	Hardwire® 8000 Type III 6X6 Single Curve Square	N/A	N/A	\$720.00	\$432.00	40.00%	60 Days
<b>HARDWIRE 3000</b>							
1302175	Hardwire® 3000 Type III 8.75X11.75 Multi Curve SAPI Small	0101.06	007-015-3000	\$1,110.00	\$555.00	50.00%	60 Days
1302176	Hardwire® 3000 Type III 9.5X12.5 Multi Curve SAPI Medium	0101.06	007-015-3000	\$1,165.00	\$582.50	50.00%	60 Days
1302177	Hardwire® 3000 Type III 10.25X13.25 Multi Curve SAPI Large	0101.06	007-015-3000	\$1,305.00	\$652.50	50.00%	60 Days
1302178	Hardwire® 3000 Type III 11X14 Multi Curve SAPI Xlarge	0101.06	007-015-3000	\$1,390.00	\$695.00	50.00%	60 Days
1193120	Hardwire® 3000 Type III 10X12 Multi Curve Shooters Cut	0101.06	007-015-3000	\$1,115.00	\$557.50	50.00%	60 Days
1193811	Hardwire® 3000 Type III 10X12 Multi Curve Rectangle	0101.06	007-015-3000	\$1,115.00	\$557.50	50.00%	60 Days
1193812	Hardwire® 3000 Type III 8X10 Multi Curve Shooters Cut	0101.06	007-015-3000	\$960.00	\$480.00	50.00%	60 Days
1193813	Hardwire® 3000 Type III 8X10 Multi Curve Rectangle	0101.06	007-015-3000	\$960.00	\$480.00	50.00%	60 Days
1193814	Hardwire® 3000 Type III 6X6 Single Curve Square	N/A	N/A	\$650.00	\$390.00	40.00%	60 Days

Part Number	Product Description	NIJ Standard	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
<b>HARDWIRE® 2100 SERIES</b>							
1363037	Hardwire® 2100 Type III 7.25X11.50 Multi Curve SAPI XSmall	0101.06	HW-HBA-2022-01	\$560.00	\$336.00	40.00%	60 Days
1363038	Hardwire® 2100 Type III 8.75X11.75 Multi Curve SAPI Small	0101.06	HW-HBA-2022-01	\$605.00	\$363.00	40.00%	60 Days
1363039	Hardwire® 2100 Type III 9.5x12.5 Multi Curve SAPI Medium	0101.06	HW-HBA-2022-01	\$645.00	\$387.00	40.00%	60 Days
1363040	Hardwire® 2100 Type III 10.25X13.25 Multi Curve SAPI Large	0101.06	HW-HBA-2022-01	\$695.00	\$417.00	40.00%	60 Days
1363041	Hardwire® 2100 Type III 11X14 Multi Curve SAPI XLarge	0101.06	HW-HBA-2022-01	\$750.00	\$450.00	40.00%	60 Days
1363042	Hardwire® 2100 Type III 10X12 Multi Curve Shooters Cut	0101.06	HW-HBA-2022-01	\$645.00	\$387.00	40.00%	60 Days
1363043	HARDWIRE® 2100 Type III+ 6X6 Single Curve Square	N/A	N/A	\$385.00	\$231.00	40.00%	60 Days
1363044	HARDWIRE® 2100 Type III+ 6X8 Single Curve Rectangle	N/A	N/A	\$405.00	\$243.00	40.00%	60 Days
<b>HESCO® 3612</b>							
1365550	Hesco® 3612 Type III+ 8.75X11.75 SAPI Small	0101.06	3612	\$1,025.00	\$615.00	40.00%	60 Days
1365551	Hesco® 3612 Type III+ 9.5x12.5 SAPI Medium	0101.06	3612	\$1,090.00	\$654.00	40.00%	60 Days
1365552	Hesco® 3612 Type III+ 10.25X13.25 SAPI Large	0101.06	3612	\$1,165.00	\$699.00	40.00%	60 Days
1365553	Hesco® 3612 Type III+ 11X14 SAPI XLarge	0101.06	3612	\$1,285.00	\$771.00	40.00%	60 Days
1365554	Hesco® 3612 Type III+ 10X12 Multi Curve Swimmers Cut	0101.06	3612	\$1,105.00	\$663.00	40.00%	60 Days
1365555	Hesco® 3612 Type III+ 8X10 Multi Curve Swimmers Cut	0101.06	3612	\$935.00	\$561.00	40.00%	60 Days
<b>HESCO® 3612C</b>							
1365582	Hesco® 3612C Type III+ 8.75X11.75 SAPI Small	0101.06	3612C	\$1,085.00	\$651.00	40.00%	60 Days
1365583	Hesco® 3612C Type III+ 9.5x12.5 SAPI Medium	0101.06	3612C	\$1,185.00	\$711.00	40.00%	60 Days
1365584	Hesco® 3612C Type III+ 10.25X13.25 SAPI Large	0101.06	3612C	\$1,240.00	\$744.00	40.00%	60 Days
1365585	Hesco® 3612C Type III+ 11X14 SAPI XLarge	0101.06	3612C	\$1,355.00	\$813.00	40.00%	60 Days
1365586	Hesco® 3612C Type III+ 10X12 Multi Curve Shooters Cut	0101.06	3612C	\$1,145.00	\$687.00	40.00%	60 Days
1365587	Hesco® 3612C Type III+ 8X10 Multi Curve Shooters Cut	0101.06	3612C	\$1,000.00	\$600.00	40.00%	60 Days
<b>HESCO® 3404</b>							
1365557	Hesco® 3404 Type III 8.75X11.75 SAPI Small	0101.06	3404	\$730.00	\$438.00	40.00%	60 Days
1365558	Hesco® 3404 Type III 9.5x12.5 SAPI Medium	0101.06	3404	\$800.00	\$480.00	40.00%	60 Days
1365559	Hesco® 3404 Type III 10.25X13.25 SAPI Large	0101.06	3404	\$880.00	\$528.00	40.00%	60 Days
1365560	Hesco® 3404 Type III 11X14 SAPI XLarge	0101.06	3404	\$1,000.00	\$600.00	40.00%	60 Days
1365561	Hesco® 3404 Type III 10X12 Multi Curve Shooters Cut	0101.06	3404	\$830.00	\$498.00	40.00%	60 Days
1365562	Hesco® 3404 Type III 8X10 Multi Curve Shooters Cut	0101.06	3404	\$595.00	\$357.00	40.00%	60 Days
<b>HESCO® 3100</b>							
1363825	Hesco® 3110 Type III+ 6X6 Single Curve Square	N/A	N/A	\$310.00	\$186.00	40.00%	60 Days
1363826	Hesco® 3100 Type III 6X6 Single Curve Square	N/A	N/A	\$315.00	\$189.00	40.00%	60 Days



Part Number	Product Description	NIJ Standard	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
<b>TYPE III SPECIAL THREAT TRAUMA PLATES</b>							
<b>X-CAL DTP1</b>							
1346548	X-CAL DTP1 Type III ICW 8.75X11.75 SAPI Small	N/A	N/A	\$1,260.00	\$756.00	40.00%	60 Days
1346549	X-CAL DTP1 Type III ICW 9.5X12.5 SAPI Medium	N/A	N/A	\$1,260.00	\$756.00	40.00%	60 Days
1346550	X-CAL DTP1 Type III ICW 10.25X13.25 SAPI Large	N/A	N/A	\$1,345.00	\$807.00	40.00%	60 Days
1346551	X-CAL DTP1 Type III ICW 11X14 SAPI XLarge	N/A	N/A	\$1,635.00	\$981.00	40.00%	60 Days
1346545	X-CAL DTP1 Type III ICW 10X12 Multi Curve Shooters Cut	N/A	N/A	\$1,260.00	\$756.00	40.00%	60 Days
1348277	X-CAL DTP1 Type III ICW 10X12 Multi Curve Rectangle	N/A	N/A	\$1,260.00	\$756.00	40.00%	60 Days
1347633	X-CAL DTP1 Type III ICW 8X10 Multi Curve Shooters Cut	N/A	N/A	\$955.00	\$573.00	40.00%	60 Days
1346546	X-CAL DTP1 Type III ICW 8X10 Multi Curve Rectangle	N/A	N/A	\$955.00	\$573.00	40.00%	60 Days
1347869	X-CAL DTP1 Type III ICW 7X9 Single Curve Rectangle	N/A	N/A	\$825.00	\$495.00	40.00%	60 Days
1347871	X-CAL DTP1 Type III ICW 5X8 Single Curve Rectangle	N/A	N/A	\$595.00	\$357.00	40.00%	60 Days
1346547	X-CAL DTP1 Type III ICW 6X6 Single Curve Square	N/A	N/A	\$555.00	\$333.00	40.00%	60 Days
<b>X-CAL DTC1</b>							
1345365	X-CAL DTC1 Type III+ ICW 8.75X11.75 SAPI Small	N/A	N/A	\$760.00	\$456.00	40.00%	60 Days
1345366	X-CAL DTC1 Type III+ ICW 9.5X12.5 SAPI Medium	N/A	N/A	\$815.00	\$489.00	40.00%	60 Days
1345367	X-CAL DTC1 Type III+ ICW 10.25X13.25 SAPI Large	N/A	N/A	\$895.00	\$537.00	40.00%	60 Days
1345368	X-CAL DTC1 Type III+ ICW 11X14 SAPI XLarge	N/A	N/A	\$1,155.00	\$693.00	40.00%	60 Days
1345363	X-CAL DTC1 Type III+ ICW 10X12 Multi Curve Shooters Cut	N/A	N/A	\$815.00	\$489.00	40.00%	60 Days
1348275	X-CAL DTC1 Type III+ ICW 10X12 Multi Curve Rectangle	N/A	N/A	\$815.00	\$489.00	40.00%	60 Days
1348630	X-CAL DTC1 Type III+ ICW 8X10 Multi Curve Shooters Cut	N/A	N/A	\$685.00	\$411.00	40.00%	60 Days
1345364	X-CAL DTC1 Type III+ ICW 8X10 Multi Curve Rectangle	N/A	N/A	\$685.00	\$411.00	40.00%	60 Days
1347910	X-CAL DTC1 Type III+ ICW 7X9 Single Curve Rectangle	N/A	N/A	\$605.00	\$363.00	40.00%	60 Days
1347909	X-CAL DTC1 Type III+ ICW 5X8 Single Curve Rectangle	N/A	N/A	\$500.00	\$300.00	40.00%	60 Days
1345369	X-CAL DTC1 Type III+ ICW 6X6 Single Curve Square	N/A	N/A	\$510.00	\$306.00	40.00%	60 Days
<b>X-CAL LP</b>							
1166518	X-CAL LP Type III+ ICW 10X12 Multi Curve Shooters Cut	N/A	N/A	\$385.00	\$231.00	40.00%	60 Days
1356474	X-CAL LP Type III+ ICW 10X12 Multi Curve Rectangle	N/A	N/A	\$385.00	\$231.00	40.00%	60 Days
1190595	X-CAL LP Type III+ ICW 8X10 Multi Curve Rectangle	N/A	N/A	\$360.00	\$216.00	40.00%	60 Days
1184770	X-CAL LP Type III+ ICW Single Curve 7X9 Rectangle	N/A	N/A	\$345.00	\$207.00	40.00%	60 Days
1184769	X-CAL LP Type III+ ICW Single Curve 5X8 Rectangle	N/A	N/A	\$330.00	\$198.00	40.00%	60 Days
1179406	X-CAL LP Type III+ ICW Single Curve 6X6 Square	N/A	N/A	\$310.00	\$186.00	40.00%	60 Days
<b>HARDWIRE® 2023 RF1</b>							
1363025	HARDWIRE® RF1 Type III ICW 7.25X11.5 Multi Curve SAPI Xsmall	N/A	N/A	\$1,115.00	\$669.00	40.00%	60 Days
1363026	HARDWIRE® RF1 Type III ICW 8.75X11.75 Multi Curve SAPI Small	N/A	N/A	\$1,230.00	\$738.00	40.00%	60 Days
1363027	HARDWIRE® RF1 Type III 9.5X12.5 Multi Curve SAPI Medium	N/A	N/A	\$1,325.00	\$795.00	40.00%	60 Days
1363028	HARDWIRE® RF1 Type III 10.25X13.25 Multi Curve SAPI Large	N/A	N/A	\$1,470.00	\$882.00	40.00%	60 Days
1363029	HARDWIRE® RF1 Type III 11X14 Multi Curve SAPI Xlarge	N/A	N/A	\$1,630.00	\$978.00	40.00%	60 Days
1363427	HARDWIRE® RF1 Type III ICW 10X12 Multi Curve Shooters Cut	N/A	N/A	\$1,325.00	\$795.00	40.00%	60 Days
1365708	HARDWIRE® RF1 Type III ICW 8X10 Multi Curve Shooters Cut	N/A	N/A	\$1,140.00	\$684.00	40.00%	60 Days
<b>HARDWIRE® 2023 RF2</b>							
1363030	HARDWIRE® RF2 Type III ICW 7.25X11.5 Multi Curve SAPI Xsmall	N/A	N/A	\$905.00	\$543.00	40.00%	60 Days
1363031	HARDWIRE® RF2 Type III 8.75X11.75 Multi Curve SAPI Small	N/A	N/A	\$975.00	\$585.00	40.00%	60 Days
1363032	HARDWIRE® RF2 Type III 9.5X12.5 Multi Curve SAPI Medium	N/A	N/A	\$1,045.00	\$627.00	40.00%	60 Days
1363033	HARDWIRE® RF2 Type III 10.25X13.25 Multi Curve SAPI Large	N/A	N/A	\$1,135.00	\$681.00	40.00%	60 Days
1363034	HARDWIRE® RF2 Type III 11X14 Multi Curve SAPI Xlarge	N/A	N/A	\$1,235.00	\$741.00	40.00%	60 Days
1363428	HARDWIRE® RF2 Type III+ ICW 10X12 Multi Curve Shooters Cut	N/A	N/A	\$1,045.00	\$627.00	40.00%	60 Days
1365435	HARDWIRE® RF2 Type III+ ICW 8X10 Multi Curve Shooters Cut	N/A	N/A	\$920.00	\$552.00	40.00%	60 Days
1365436	HARDWIRE® RF2 Type III+ ICW 7X9 Single Curve Rectangle	N/A	N/A	\$830.00	\$498.00	40.00%	60 Days
1365437	HARDWIRE® RF2 Type III+ ICW 5X8 Single Curve Rectangle	N/A	N/A	\$745.00	\$447.00	40.00%	60 Days

Part Number	Product Description	NIJ Standard	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
<b>TYPE IV STAND ALONE</b>							
<b>SN106C</b>							
1346542	SN106C Type IV 10X12 Multi Curve Shooters Cut	0101.06	SN106C	\$775.00	\$387.50	50.00%	60 Days
1346543	SN106C Type IV 10x12 Multi Curve Rectangle	0101.06	SN106C	\$775.00	\$387.50	50.00%	60 Days
1350229	SN106C Type IV 8x10 Multi Curve Shooters Cut	0101.06	SN106C	\$665.00	\$332.50	50.00%	60 Days
1346544	SN106C Type IV 8x10 Multi Curve Rectangle	0101.06	SN106C	\$665.00	\$332.50	50.00%	60 Days
1347526	SN106C Type IV 6x6 Single Curve Square	NA	NA	\$460.00	\$230.00	50.00%	60 Days
<b>IMPACT™ TRAUMA PLATES - HARD</b>							
<b>IMPACT™ P1</b>							
1347563	IMPACT™ P1 Special Threat ICW 8.75X11.75 Multi Curve SAPI Small	N/A	N/A	\$1,250.00	\$737.50	41.00%	60 Days
1347564	IMPACT™ P1 Special Threat ICW 9.5X12.5 Multi Curve SAPI Medium	N/A	N/A	\$1,250.00	\$737.50	41.00%	60 Days
1347565	IMPACT™ P1 Special Threat ICW 10.25X13.25 Multi Curve SAPI Large	N/A	N/A	\$1,330.00	\$784.70	41.00%	60 Days
1347566	IMPACT™ P1 Special Threat ICW 11X14 Multi Curve SAPI Xlarge	N/A	N/A	\$1,610.00	\$949.90	41.00%	60 Days
1347567	IMPACT™ P1 Special Threat ICW 10X12 Multi Curve Shooters Cut	N/A	N/A	\$1,250.00	\$750.00	40.00%	60 Days
1349852	IMPACT™ P1 Special Threat ICW 10X12 Multi Curve Rectangle	N/A	N/A	\$1,250.00	\$737.50	41.00%	60 Days
1347569	IMPACT™ P1 Special Threat ICW 8X10 Multi Curve Shooters Cut	N/A	N/A	\$945.00	\$557.55	41.00%	60 Days
1347568	IMPACT™ P1 Special Threat ICW 8X10 Multi Curve Rectangle	N/A	N/A	\$945.00	\$567.00	40.00%	60 Days
1347572	IMPACT™ P1 Special Threat ICW 7X9 Single Curve Rectangle	N/A	N/A	\$755.00	\$453.00	40.00%	60 Days
1347571	IMPACT™ P1 Special Threat ICW 5X8 Single Curve Rectangle	N/A	N/A	\$570.00	\$342.00	40.00%	60 Days
1347570	IMPACT™ P1 Special Threat ICW 6X6 Single Curve Square	N/A	N/A	\$545.00	\$321.55	41.00%	60 Days
<b>IMPACT™ C1</b>							
1347559	IMPACT™ C1 Special Threat ICW 8.75X11.75 Multi Curve SAPI Small	N/A	N/A	\$760.00	\$456.00	40.00%	60 Days
1347560	IMPACT™ C1 Special Threat ICW 9.5X12.5 Multi Curve SAPI Medium	N/A	N/A	\$850.00	\$501.50	41.00%	60 Days
1347561	IMPACT™ C1 Special Threat ICW 10.25X13.25 Multi Curve SAPI Large	N/A	N/A	\$885.00	\$522.15	41.00%	60 Days
1347562	IMPACT™ C1 Special Threat ICW 11X14 Multi Curve SAPI Xlarge	N/A	N/A	\$1,155.00	\$681.45	41.00%	60 Days
1347534	IMPACT™ C1 Special Threat ICW 10X12 Multi Curve Shooters Cut	N/A	N/A	\$820.00	\$483.80	41.00%	60 Days
1349855	IMPACT™ C1 Special Threat ICW 10X12 Multi Curve Rectangle	N/A	N/A	\$820.00	\$492.00	40.00%	60 Days
1347538	IMPACT™ C1 Special Threat ICW 8X10 Multi Curve Shooters Cut	N/A	N/A	\$685.00	\$404.15	41.00%	60 Days
1347536	IMPACT™ C1 Special Threat ICW 8X10 Multi Curve Rectangle	N/A	N/A	\$685.00	\$411.00	40.00%	60 Days
1347540	IMPACT™ C1 Special Threat ICW 7X9 Single Curve Rectangle	N/A	N/A	\$570.00	\$342.00	40.00%	60 Days
1347539	IMPACT™ C1 Special Threat ICW 5X8 Single Curve Rectangle	N/A	N/A	\$490.00	\$294.00	40.00%	60 Days
1347537	IMPACT™ C1 Special Threat ICW 6X6 Single Curve Square	N/A	N/A	\$525.00	\$309.75	41.00%	60 Days
<b>IMPAC C1.4 ICW HW-2019-01-SB</b>							
1365276	Hardwire® IMPAC C1.4 Type III+ ICW HW-2019-01-SB 7.2 5X11.5 SAPI Xsmall	0101.06	IMPAC C1.4 ICW HW-2019-01-SB	\$905.00	\$543.00	40.00%	60 Days
1365275	Hardwire® IMPAC C1.4 Type III+ ICW HW-2019-01-SB 8.75X11.75 SAPI Small	0101.06	IMPAC C1.4 ICW HW-2019-01-SB	\$975.00	\$585.00	40.00%	60 Days
1365274	Hardwire® IMPAC C1.4 Type III+ ICW HW-2019-01-SB 9.5X12.5 SAPI Medium	0101.06	IMPAC C1.4 ICW HW-2019-01-SB	\$1,045.00	\$627.00	40.00%	60 Days
1365273	Hardwire® IMPAC C1.4 Type III+ ICW HW-2019-01-SB 10.25X13.25 SAPI Large	0101.06	IMPAC C1.4 ICW HW-2019-01-SB	\$1,135.00	\$681.00	40.00%	60 Days
1365272	Hardwire® IMPAC C1.4 Type III+ ICW HW-2019-01-SB 11X14 SAPI XLarge	0101.06	IMPAC C1.4 ICW HW-2019-01-SB	\$1,235.00	\$741.00	40.00%	60 Days
1365340	Hardwire® IMPAC C1.4 Type III+ ICW HW-2019-01-SB 10X12 Multi Curve Shooters Cut	0101.06	IMPAC C1.4 ICW HW-2019-01-SB	\$1,045.00	\$627.00	40.00%	60 Days
1365341	Hardwire® IMPAC C1.4 Type III+ ICW HW-2019-01-SB 8X10 Multi Curve Shooters Cut	0101.06	IMPAC C1.4 ICW HW-2019-01-SB	\$920.00	\$552.00	40.00%	60 Days

Part Number	Product Description	NIJ Standard	NIJ Model	MSRP	NASPO Agency	% Off MSRP	Delivery
<b>IMPAC™ HT (Handgun)</b>							
1001618	IMPAC™ HT 5X7 Single Curve Rectangle	N/A	N/A	\$220.00	\$121.00	45.00%	60 Days
1003599	IMPAC™ HTF 5X7 Single Curve Rectangle Female	N/A	N/A	\$220.00	\$121.00	45.00%	60 Days
1001628	IMPAC™ HT 5X8 Single Curve Rectangle	N/A	N/A	\$220.00	\$121.00	45.00%	60 Days
1348958	IMPAC™ HTF 5X8 Single Curve Rectangle Female	N/A	N/A	\$220.00	\$121.00	45.00%	60 Days
1001665	IMPAC™ HT 7X9 Single Curve Rectangle	N/A	N/A	\$275.00	\$151.25	45.00%	60 Days
1348959	IMPAC™ HTF 7X9 Single Curve Rectangle Female	N/A	N/A	\$275.00	\$151.25	45.00%	60 Days
1348805	IMPAC™ HT 8X10 Single Curve Shooters Cut	N/A	N/A	\$325.00	\$178.75	45.00%	60 Days
1348804	IMPAC™ HT 8X10 Single Curve Rectangle	N/A	N/A	\$325.00	\$178.75	45.00%	60 Days
1001635	IMPAC™ HT 10X12 Single Curve Shooters Cut	N/A	N/A	\$380.00	\$209.00	45.00%	60 Days
1030639	IMPAC™ HT 10X12 Single Curve Rectangle	N/A	N/A	\$380.00	\$209.00	45.00%	60 Days
<b>IMPAC™ HT1 (Handgun + Spike 1Stab)</b>							
1168057	IMPAC™ HT1F 5X7 Single Curve Rectangle Female	N/A	N/A	\$245.00	\$134.75	45.00%	60 Days
1176149	IMPAC™ HT1 5X7 Single Curve Rectangle	N/A	N/A	\$245.00	\$134.75	45.00%	60 Days
1168055	IMPAC™ HT1 5X8 Single Curve Rectangle	N/A	N/A	\$245.00	\$134.75	45.00%	60 Days
1169415	IMPAC™ HT1 7X9 Single Curve Rectangle	N/A	N/A	\$300.00	\$165.00	45.00%	60 Days
1169416	IMPAC™ HT1 10X12 Single Curve Shooters Cut	N/A	N/A	\$405.00	\$222.75	45.00%	60 Days
<b>IMPAC™ CT/DT (Corrections/Duty Threats)</b>							
1154462	IMPAC™ CTDT 5X7 Single Curve Rectangle	N/A	N/A	\$145.00	\$79.75	45.00%	60 Days
1154463	IMPAC™ CTDT 5X8 Single Curve Rectangle	N/A	N/A	\$150.00	\$82.50	45.00%	60 Days
1154461	IMPAC™ CTDT 7X9 Single Curve Rectangle	N/A	N/A	\$185.00	\$101.75	45.00%	60 Days
1154460	IMPAC™ CTDT 10X12 Single Curve Shooters Cut	N/A	N/A	\$230.00	\$126.50	45.00%	60 Days
<b>IMPAC™ MT (Multi-Threats)</b>							
1001620	IMPAC™ MT 5X7 Single Curve Rectangle	N/A	N/A	\$255.00	\$140.25	45.00%	60 Days
1001632	IMPAC™ MT 5X8 Single Curve Rectangle	N/A	N/A	\$255.00	\$140.25	45.00%	60 Days
1001668	IMPAC™ MT 7X9 Single Curve Rectangle	N/A	N/A	\$330.00	\$181.50	45.00%	60 Days
1001638	IMPAC™ MT 10X12 Single Curve Shooters Cut	N/A	N/A	\$475.00	\$261.25	45.00%	60 Days
<b>TRAUMA</b>							
1356299	Polycarb 8.75X11.75 SAPI Small	N/A	N/A	\$60.00	\$36.00	40.00%	60 Days
1356300	Polycarb 9.5X12.5 SAPI Medium	N/A	N/A	\$80.00	\$48.00	40.00%	60 Days
1356301	Polycarb 10.25X13.25 SAPI Large	N/A	N/A	\$90.00	\$54.00	40.00%	60 Days
1356302	Polycarb 11X14 SAPI XLarge	N/A	N/A	\$100.00	\$60.00	40.00%	60 Days
1002536	Polycarb 10X12 Single Curve Shooters Cut	N/A	N/A	\$45.00	\$27.00	40.00%	60 Days
1002535	Polycarb 10X12 Single Curve Rectangle	N/A	N/A	\$45.00	\$27.00	40.00%	60 Days
1153322	SHOCK .047X5X8 Multi Curve SA	N/A	N/A	\$40.00	\$24.00	40.00%	60 Days
1153323	SHOCK .047X5X7 MC SA Female	N/A	N/A	\$40.00	\$24.00	40.00%	60 Days

# HELMETS

## SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 198469

Part Number	Product Description	MSRP	NASPO Agency	% Off MSRP	Delivery
<b>DELTA 5</b>					
1345392-FC	Delta 5 4-Bolt Full-Cut	\$1,800.00	\$1,080.00	40%	60 Days
1345392-MC	Delta 5 4-Bolt Mid-Cut	\$1,800.00	\$1,080.00	40%	60 Days
1345392-HC	Delta 5 4-Bolt High-Cut	\$1,800.00	\$1,080.00	40%	60 Days
<i>Available Colors: Black, Tactical Green, Coyote Brown and Ranger Green - Please Specify When Ordering</i>					
<b>DELTA 5 FULL DRESS</b>					
1345392-FC-FD	Delta 5 4-Bolt Full-Cut Full Dress, Safariland DRS and RPS, Rails, NVG Shroud, Bungees and Velcro Kit	\$2,785.00	\$1,671.00	40%	60 Days
1345392-MC-FD	Delta 5 4-Bolt Mid-Cut Full Dress, Safariland DRS and RPS, Rails, NVG Shroud, Bungees and Velcro Kit	\$2,785.00	\$1,671.00	40%	60 Days
1345392-HC-FD	Delta 5 4-Bolt High-Cut Full Dress, Safariland DRS and RPS, Rails, NVG Shroud, Bungees and Velcro Kit	\$2,785.00	\$1,671.00	40%	60 Days
<i>Available Colors: Black, Tactical Green, Coyote Brown and Ranger Green - Please Specify When Ordering</i>					
<b>DELTA 4</b>					
1220976-FC	Delta 4 4-Bolt Full-Cut	\$880.00	\$528.00	40%	60 Days
1220976-MC	Delta 4 4-Bolt Mid-Cut	\$880.00	\$528.00	40%	60 Days
1220976-HC	Delta 4 4-Bolt High-Cut	\$880.00	\$528.00	40%	60 Days
<i>Available Colors: Black, Tactical Green, Coyote Brown and Ranger Green - Please Specify When Ordering</i>					
<b>DELTA 4 FULL DRESS</b>					
1220976-FC-FD	Delta 4 4-Bolt Full-Cut Full Dress, Safariland DRS and RPS, Rails, NVG Shroud, Bungees and Velcro Kit	\$1,865.00	\$1,119.00	40%	60 Days
1220976-MC-FD	Delta 4 4-Bolt Mid-Cut Full Dress, Safariland DRS and RPS, Rails, NVG Shroud, Bungees and Velcro Kit	\$1,865.00	\$1,119.00	40%	60 Days
1220976-HC-FD	Delta 4 4-Bolt High-Cut Full Dress, Safariland DRS and RPS, Rails, NVG Shroud, Bungees and Velcro Kit	\$1,865.00	\$1,119.00	40%	60 Days
<i>Available Colors: Black, Tactical Green, Coyote Brown and Ranger Green - Please Specify When Ordering</i>					
<b>SUSPENSION &amp; LINER SYSTEMS</b>					
PTA-HS-DRPR	Delta Retention System (DRS) and D3O® Halo™ Padding System	\$475.00	\$285.00	40%	60 Days
<i>Available Colors: Black, Tactical Green and Coyote Brown - Please Specify When Ordering</i>					
1355503	DRS Chin Strap Extension 3.5", Black	\$40.00	\$24.00	40%	60 Days
1355505	DRS Chin Strap Extension 3.5", Tactical Green	\$40.00	\$24.00	40%	60 Days
1355504	DRS Chin Strap Extension 3.5", Coyote Brown	\$40.00	\$24.00	40%	60 Days
1364610	D3O® Halo™ Padding System, Small - Xlarge	\$170.00	\$102.00	40%	60 Days
1364611	D3O® Halo™ Padding System, Jumbo	\$170.00	\$102.00	40%	60 Days
PTA-HS-R2SM	R2S™ Suspension System with Mesh Liner	\$220.00	\$132.00	40%	60 Days
PTA-HS-R2SP	R2S™ Suspension System with Pad System	\$340.00	\$204.00	40%	60 Days
1179719	R2S 4-Point Chin Strap Extension 3.5"	\$5.00	\$3.00	40%	60 Days
PTA-HS-4PHS	Mesh Suspension System with 4-Point Harness	\$175.00	\$105.00	40%	60 Days
PTA-HS-4PPS	4-Point Harness with Pad System	\$240.00	\$144.00	40%	60 Days

# HELMETS

## SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 198469

Part Number	Product Description	MSRP	NASPO Agency	% Off MSRP	Delivery
<b>RAIL KITS &amp; BUNGEEES</b>					
1177282	Ops-Core ARC Rail Set Black	\$280.00	\$168.00	40%	60 Days
1192444	Ops-Core ARC Rail Set Foliage Green	\$280.00	\$168.00	40%	60 Days
1177285	Ops-Core ARC Rail Set Coyote Brown	\$280.00	\$168.00	40%	60 Days
1177285	Ops-Core ARC Rail Set Coyote Brown	\$280.00	\$168.00	40%	60 Days
1185453	NVG Bungee Set Black	\$25.00	\$15.00	40%	60 Days
1188525	NVG Bungee Set Tactical Green	\$25.00	\$15.00	40%	60 Days
1188526	NVG Bungee Set Coyote Brown	\$25.00	\$15.00	40%	60 Days
<b>NVG SHROUDS</b>					
1190913	Wilcox® L4 Three Hole Shroud Black	\$235.00	\$141.00	40%	60 Days
1190914	Wilcox® L4 Three Hole Shroud Foliage Green	\$235.00	\$141.00	40%	60 Days
1190916	Wilcox® L4 Three Hole Shroud Coyote Brown	\$235.00	\$141.00	40%	60 Days
1190915	Wilcox® L4 Three Hole Shroud Tactical Green	\$235.00	\$141.00	40%	60 Days
1345282	FoxFury Shroud mount HHC Tactical Light	\$320.00	\$192.00	40%	60 Days
<b>VELCRO® BRAND KITS</b>					
1354944	Delta Velcro® Kit, Black	\$35.00	\$21.00	40%	60 Days
1354946	Delta Velcro® Kit, Foliage Green	\$35.00	\$21.00	40%	60 Days
1354945	Delta Velcro® Kit, Coyote Brown	\$35.00	\$21.00	40%	60 Days
1354947	Delta Velcro® Kit, Tactical Green	\$35.00	\$21.00	40%	60 Days
<b>HELMET COVERS</b>					
1351568	Agilite™ High-Cut Helmet Cover, Small/Medium	\$140.00	\$84.00	40%	60 Days
1351569	Agilite™ High-Cut Helmet Cover, Large/Xlarge	\$140.00	\$84.00	40%	60 Days
1351570	Agilite™ High-Cut Helmet Cover, Jumbo	\$140.00	\$84.00	40%	60 Days
<i>Available Colors: Black, Ranger Green, Coyote Brown, and Multi-Cam® - Please Specify</i>					
<b>FACE SHIELDS</b>					
1002847	702L Ballistic Face Shield Single-Hit 9mm, Band Mount, FC Helmet	\$390.00	\$234.00	40%	60 Days
1188720	702L Ballistic Face Shield Single-Hit 9mm, Band Mount, MC Helmet	\$390.00	\$234.00	40%	60 Days
1345312	702L Ballistic Face Shield Single-Hit 9mm, Rail Mount, FC, MC & HC Helmet	\$915.00	\$549.00	40%	60 Days
1002848	702M Ballistic Face Shield Multi-Hit 9mm, Band Mount, FC Helmet	\$420.00	\$252.00	40%	60 Days
1188719	702M Ballistic Face Shield Multi-Hit 9mm, Band Mount, MC Helmet	\$420.00	\$252.00	40%	60 Days
1345311	702M Ballistic Face Shield Multi-Hit 9mm, Rail Mount, FC, MC & HC Helmet	\$945.00	\$567.00	40%	60 Days
1002849	702MT Ballistic Face Shield Multi-Hit 9mm, .44 mag & Tokarev, Band Mount, FC Helmet	\$440.00	\$264.00	40%	60 Days
1164458	702MT Ballistic Face Shield Multi-Hit 9mm, .44 mag & Tokarev, Band Mount, MC Helmet	\$440.00	\$264.00	40%	60 Days
1345283	702MT Ballistic Face Shield Multi-Hit 9mm, .44 mag & Tokarev, Rail Mount, FC, MC & HC Helmet	\$965.00	\$579.00	40%	60 Days

HELMETS

Part Number	Product Description	MSRP	NASPO Agency	% Off MSRP	Delivery
1169572	Paulson DK6-X .250AFS Non-Ballistic Face Shield Anti-Fog Band Mount 6 inch - Full Cut Helmet	\$375.00	\$225.00	40%	60 Days
1356737	Paulson DK6-X .250AFS Non-Ballistic Face Shield Anti-Fog Band Mount 6 inch - Mid Cut Helmet	\$375.00	\$225.00	40%	60 Days
1003033	Paulson DK6-H .150 Non-Ballistic Face Shield Band Mount 8 inch - Full Cut Helmet	\$220.00	\$132.00	40%	60 Days
1356727	Paulson DK6-H .150 Non-Ballistic Face Shield Band Mount 8 inch - Mid Cut Helmet	\$220.00	\$132.00	40%	60 Days
1346765	Paulson DK6-H .150S Non-Ballistic Face Shield Band Mount 6 inch - Full Cut Helmet	\$210.00	\$126.00	40%	60 Days
1356728	Paulson DK6-H .150S Non-Ballistic Face Shield Band Mount 6 inch - Mid Cut Helmet	\$210.00	\$126.00	40%	60 Days
1364535	Paulson DK7-X .250AF-RCLE Non-Ballistic Face Shield Rail Mount 6 Inch Extended Liquid Seal	\$395.00	\$237.00	40%	60 Days
1301500	Paulson DK7-X .250AF-R-C Non-Ballistic Anti-Fog Rail Mount 6 inch	\$395.00	\$237.00	40%	60 Days
1304115	Paulson DK7-H .150-RC Non-Ballistic Face Shield Rail Mount 6 Inch	\$320.00	\$192.00	40%	60 Days
1364558	Paulson DK7-H .150-RCLE Non-Ballistic Face Shield Rail Mount 6 Inch Extended Liquid Seal	\$320.00	\$192.00	40%	60 Days
1350178	Laser Protective Film Kit 1" X 12.5"	\$80.00	\$48.00	40%	60 Days
1350362	Laser Protective Film 1.5" X 12.5"	\$95.00	\$57.00	40%	60 Days

CARRY BAGS					
1002864	Helmet Carry Bag Black	\$35.00	\$21.00	40%	60 Days
1002977	Helmet Drawstring Bag. Black	\$20.00	\$12.00	40%	60 Days

NAPE CURTAINS					
1156328	Nape Curtain Non-Ballistic Black	\$70.00	\$42.00	40%	60 Days



Part Number	Product Description	MSRP	NASPO Agency	% Off MSRP	Delivery
<b>AMP-1X (Ballistic NIJ IIIA+, DEA-FBI Protocol) Lightweight Boltless</b>					
1365934	AMP-1X, ACH, Mid-Cut, Rails, Padded Bag, No NVG Holes, Black	\$3,030.00	\$1,818.00	40%	60 Days
1365935	AMP-1X, ACH, Mid-Cut, Rails, Padded Bag, No NVG Holes, Green	\$3,030.00	\$1,818.00	40%	60 Days
1365936	AMP-1X, ACH, Mid-Cut, Rails, Padded Bag, No NVG Holes, Coyote	\$3,030.00	\$1,818.00	40%	60 Days
1365937	AMP-1X, ACH, High-Cut, Rails, Padded Bag, No NVG Holes, Black	\$3,030.00	\$1,818.00	40%	60 Days
1365938	AMP-1X, ACH, High-Cut, Rails, Padded Bag, No NVG Holes, Green	\$3,030.00	\$1,818.00	40%	60 Days
1365939	AMP-1X, ACH, High-Cut, Rails, Padded Bag, No NVG Holes, Coyote	\$3,030.00	\$1,818.00	40%	60 Days
1365941	AMP-1X, ACH, Mid-Cut, Rails, Padded Bag, Studs for NVG, Bungees, Black (Must Select UNITY NVG Shroud)	\$3,030.00	\$1,818.00	40%	60 Days
1365942	AMP-1X, ACH, Mid-Cut, Rails, Padded Bag, Studs for NVG, Bungees, Green (Must Select UNITY NVG Shroud)	\$3,030.00	\$1,818.00	40%	60 Days
1365943	AMP-1X, ACH, Mid-Cut, Rails, Padded Bag, Studs for NVG, Bungees, Coyote (Must Select UNITY NVG Shroud)	\$3,030.00	\$1,818.00	40%	60 Days
1365944	AMP-1X, ACH, High-Cut, Rails, Padded Bag, Studs for NVG, Bungees, Black (Must Select UNITY NVG Shroud)	\$3,030.00	\$1,818.00	40%	60 Days
1365945	AMP-1X, ACH, High-Cut, Rails, Padded Bag, Studs for NVG, Bungees, Green (Must Select UNITY NVG Shroud)	\$3,030.00	\$1,818.00	40%	60 Days
1365946	AMP-1X, ACH, High-Cut, Rails, Padded Bag, Studs for NVG, Bungees, Coyote (Must Select UNITY NVG Shroud)	\$3,030.00	\$1,818.00	40%	60 Days
<b>AMP-1TP (Ballistic NIJ IIIA+, DEA-FBI Protocol, VPAM-3)</b>					
1353797	AMP-1TP, ACH, Full-Cut, Rails, Padded Bag, No NVG Holes, Black	\$2,810.00	\$1,686.00	40%	60 Days
1353798	AMP-1TP, ACH, Full-Cut, Rails, Padded Bag, No NVG Holes, Green	\$2,810.00	\$1,686.00	40%	60 Days
1353799	AMP-1TP, ACH, Mid-Cut, Rails, Padded Bag, No NVG Holes, Black	\$2,810.00	\$1,686.00	40%	60 Days
1353800	AMP-1TP, ACH, Mid-Cut, Rails, Padded Bag, No NVG Holes, Green	\$2,810.00	\$1,686.00	40%	60 Days
1353801	AMP-1TP, ACH, High-Cut, Rails, Padded Bag, No NVG Holes, Black	\$2,810.00	\$1,686.00	40%	60 Days
1353802	AMP-1TP, ACH, High-Cut, Rails, Padded Bag, No NVG Holes, Green	\$2,810.00	\$1,686.00	40%	60 Days
1353803	AMP-1TP, ACH, Full-Cut, Rails, Padded Bag, Drilled for NVG, Bungees, Black (Must Select NVG Shroud)	\$2,810.00	\$1,686.00	40%	60 Days
1353804	AMP-1TP, ACH, Full-Cut, Rails, Padded Bag, Drilled for NVG, Bungees, Green (Must Select NVG Shroud)	\$2,810.00	\$1,686.00	40%	60 Days
1353805	AMP-1TP, ACH, Mid-Cut, Rails, Padded Bag, Drilled for NVG, Bungees, Black (Must Select NVG Shroud)	\$2,810.00	\$1,686.00	40%	60 Days
1353806	AMP-1TP, ACH, Mid-Cut, Rails, Padded Bag, Drilled for NVG, Bungees, Green (Must Select NVG Shroud)	\$2,810.00	\$1,686.00	40%	60 Days
1353807	AMP-1TP, ACH, High-Cut, Rails, Padded Bag, Drilled for NVG, Bungees, Black (Must Select NVG Shroud)	\$2,810.00	\$1,686.00	40%	60 Days
1353808	AMP-1TP, ACH, High-Cut, Rails, Padded Bag, Drilled for NVG, Bungees, Green (Must Select NVG Shroud)	\$2,810.00	\$1,686.00	40%	60 Days
<b>AMP-1E (Ballistic NIJ IIIA+)</b>					
1353816	AMP-1E, ACH, Full-Cut, Rails, No NVG Holes, Black	\$1,230.00	\$738.00	40%	60 Days
1353817	AMP-1E, ACH, Full-Cut, Rails, No NVG Holes, Green	\$1,230.00	\$738.00	40%	60 Days
1353818	AMP-1E, ACH, Mid-Cut, Rails, No NVG Holes, Black	\$1,230.00	\$738.00	40%	60 Days
1353819	AMP-1E, ACH, Mid-Cut, Rails, No NVG Holes, Green	\$1,230.00	\$738.00	40%	60 Days
1353820	AMP-1E, ACH, High-Cut, Rails, No NVG Holes, Black	\$1,230.00	\$738.00	40%	60 Days
1353821	AMP-1E, ACH, High-Cut, Rails, No NVG Holes, Green	\$1,230.00	\$738.00	40%	60 Days
1353822	AMP-1E, ACH, Full-Cut, Rails, Drilled for NVG, Bungees, Black (Must Select NVG Shroud)	\$1,230.00	\$738.00	40%	60 Days
1353823	AMP-1E, ACH, Full-Cut, Rails, Drilled for NVG, Bungees, Green (Must Select NVG Shroud)	\$1,230.00	\$738.00	40%	60 Days
1353824	AMP-1E, ACH, Mid-Cut, Rails, Drilled for NVG, Bungees, Black (Must Select NVG Shroud)	\$1,230.00	\$738.00	40%	60 Days
1353825	AMP-1E, ACH, Mid-Cut, Rails, Drilled for NVG, Bungees, Green (Must Select NVG Shroud)	\$1,230.00	\$738.00	40%	60 Days
1353826	AMP-1E, ACH, High-Cut, Rails, Drilled for NVG, Bungees, Black (Must Select NVG Shroud)	\$1,230.00	\$738.00	40%	60 Days
1353827	AMP-1E, ACH, High-Cut, Rails, Drilled for NVG, Bungees, Green (Must Select NVG Shroud)	\$1,230.00	\$738.00	40%	60 Days





Part Number	Product Description	MSRP	NASPO Agency	% Off MSRP	Delivery
<b>PROTECTIVE VISORS &amp; ACCESSORIES</b>					
1353853	CAV-1E Visor, 3mm, Light Riot Impact, Standard 6.2"	\$285.00	\$171.00	40%	60 Days
1353854	CAV-1E Visor, 3mm Light Riot Impact, Liquid Barrier, Standard 6.2"	\$315.00	\$189.00	40%	60 Days
1353855	CAV-1PC Visor, 5mm Riot Impact, Standard 6.2"	\$405.00	\$243.00	40%	60 Days
1353856	CAV-1PC Visor, 5mm Riot Impact, Short 4.0"	\$405.00	\$243.00	40%	60 Days
1353857	CAV-1PC Visor, 5mm Riot Impact, Liquid Barrier, Standard 6.2"	\$440.00	\$264.00	40%	60 Days
1353858	CAV-1PC Visor, 5mm Riot Impact, Liquid Barrier, Short 4.0"	\$440.00	\$264.00	40%	60 Days
1363304	CAV-1PC Visor, 5mm Riot Impact, Liquid Barrier, Standard 6.2" w/ Extended Angle for Gas Mask	\$440.00	\$264.00	40%	60 Days
1353859	BAV-1FS Visor, Riot Impact + Frag, Standard 6.2"	\$705.00	\$423.00	40%	60 Days
1353860	BAV-1FS Visor, Riot Impact + Frag, Short 4.0"	\$705.00	\$423.00	40%	60 Days
1353861	BAV-1FS Visor, Riot Impact + Frag, Wave Cut, 6.2"	\$705.00	\$423.00	40%	60 Days
1353862	BAV-1FS Visor, Riot Impact + Frag, Mandible Cut, 4.7"	\$705.00	\$423.00	40%	60 Days
1353863	BAV-1FS Visor, Riot Impact + Frag, Liquid Barrier, Standard 6.2"	\$735.00	\$441.00	40%	60 Days
1353864	BAV-1FS Visor, Riot Impact + Frag, Liquid Barrier, Short 4.0"	\$735.00	\$441.00	40%	60 Days
1363305	BAV-1FS Visor, Riot Impact + Frag, Liquid Barrier, Mandible Cut	\$735.00	\$441.00	40%	60 Days
1353865	BAV-1E Visor, Ballistic 9mm + Frag, X Cut 5.2"	\$965.00	\$579.00	40%	60 Days
1353866	BAV-1E Visor, Ballistic 9mm + Frag, Mandible Cut 4.7"	\$965.00	\$579.00	40%	60 Days
1353867	BAV-1CN Visor, Ballistic NIJ IIIA + Frag, Standard 6.2"	\$1,260.00	\$756.00	40%	60 Days
1353868	BAV-1CN Visor, Ballistic NIJ IIIA + Frag, Short 4.0"	\$1,260.00	\$756.00	40%	60 Days
1353869	BAV-1CN Visor, Ballistic NIJ IIIA + Frag, Wave Cut 6.2"	\$1,260.00	\$756.00	40%	60 Days
1353870	BAV-1CN Visor, Ballistic NIJ IIIA + Frag, Wave PP Cut 5.0"	\$1,260.00	\$756.00	40%	60 Days
1353871	BAV-1CN Visor, Ballistic NIJ IIIA + Frag, Mandible Cut 4.7"	\$1,260.00	\$756.00	40%	60 Days
1353872	BAV-1TP Visor, Ballistic VPAM-3 + Frag, Standard 6.2"	\$1,440.00	\$864.00	40%	60 Days
1353873	BAV-1TP Visor, Ballistic VPAM-3 + Frag, Short 4.0"	\$1,440.00	\$864.00	40%	60 Days
1353874	BAV-1TP Visor, Ballistic VPAM-3 + Frag, Wave Cut 6.2"	\$1,440.00	\$864.00	40%	60 Days
1353875	BAV-1TP Visor, Ballistic VPAM-3 + Frag, Wave PP Cut 5.0"	\$1,440.00	\$864.00	40%	60 Days
1353876	BAV-1TP Visor, Ballistic VPAM-3 + Frag, Mandible Cut 4.7"	\$1,440.00	\$864.00	40%	60 Days
1353877	BAM-1 Mandible, Ballistic 9mm + Frag, Black	\$790.00	\$474.00	40%	60 Days
1353878	BAM-1 Mandible, Ballistic 9mm + Frag, Green	\$790.00	\$474.00	40%	60 Days
1353879	BAM-1 Mandible, Ballistic 9mm + Frag, Multi-Cam	\$790.00	\$474.00	40%	60 Days
1363306	Ballistic RF2 Ceramic Rifle Plate (Helmet Applique), BAP-2 Busch ICW with Velcro Kit, Solid Front - Black	\$1,260.00	\$756.00	40%	60 Days
1363307	Ballistic RF2 Ceramic Rifle Plate (Helmet Applique), BAP-2 Busch ICW with Velcro Kit, Solid Front - Green	\$1,260.00	\$756.00	40%	60 Days
1365980	Ballistic RF2 Ceramic Rifle Plate (Helmet Applique), BAP-2 Busch ICW with Velcro Kit, Solid Front - Coyote	\$1,260.00	\$756.00	40%	60 Days
1363308	Ballistic RF2 Ceramic Rifle Plate (Helmet Applique), BAP-2 Busch ICW with Velcro Kit, Holes for 3-Hole NVG Shroud - Black	\$1,260.00	\$756.00	40%	60 Days
1363309	Ballistic RF2 Ceramic Rifle Plate (Helmet Applique), BAP-2 Busch ICW with Velcro Kit, Holes for 3-Hole NVG Shroud - Green	\$1,260.00	\$756.00	40%	60 Days
1365981	Ballistic RF2 Ceramic Rifle Plate (Helmet Applique), BAP-2 Busch ICW with Velcro Kit, Holes for 3-Hole NVG Shroud - Coyote	\$1,260.00	\$756.00	40%	60 Days
1354476	Visor, Replacement for AMR-1E, Light Impact, CRV-1E, 3mm, Fullcut with Liquid Barrier	\$195.00	\$117.00	40%	60 Days
1354477	Visor, Replacement for AMR-1E+/ARC-2E, Riot Impact, CRV-1PC, 5mm, Fullcut with Liquid Barrier	\$245.00	\$147.00	40%	60 Days





Part Number	Product Description	MSRP	NASPO Agency	% Off MSRP	Delivery
1353882	TVC-1 Visor Cover, Neoprene, Black, Standard 6.2"	\$90.00	\$54.00	40%	60 Days
1356689	CTV-1 PC Visor, Training, for AMH-2/CTM-1, 3mm with liquid barrier, Anti-fog/scratch 70mm	\$245.00	\$147.00	40%	60 Days
1356690	CTM-1 Mandible, Training, (CTM-1 mandible incl. arms and collar) mesh neck protector in BLACK	\$790.00	\$474.00	40%	60 Days
NVG SHROUDS & ACCESSORIES					
1363310	NVG Shroud, Unity Tactical Lightweight 3-Hole, Includes Bungees, Black	\$230.00	\$138.00	40%	60 Days
1363311	NVG Shroud, Unity Tactical Lightweight 3-Hole, Includes Bungees, Green	\$230.00	\$138.00	40%	60 Days
1365948	NVG Shroud, Unity Tactical Lightweight 3-Hole, Includes Bungees, Coyote	\$230.00	\$138.00	40%	61 Days
1353888	NVG-2 Shroud, Wilcox Lightweight 3-Hole, Bungees, Black	\$265.00	\$159.00	40%	60 Days
1353889	NVG-2 Shroud, Wilcox Lightweight 3-Hole, Bungees, Green	\$265.00	\$159.00	40%	60 Days
1354258	Bungee Attachment for NVG, Rail Connection (Set of 2) Black	\$30.00	\$18.00	40%	60 Days
1354259	Bungee Attachment for NVG, Rail Connection (Set of 2) Green	\$30.00	\$18.00	40%	60 Days
1365949	Bungee Attachment for NVG, Rail Connection (Set of 2) Coyote	\$30.00	\$18.00	40%	61 Days
HELMET COVERS, COUNTERWEIGHTS & VELCRO KITS					
1353892	CAC-1 Helmet Cover, Nylon & Velcro with NVG Cutout, Includes CAP-1 Velcro Kit, Black	\$160.00	\$96.00	40%	60 Days
1353893	CAC-1 Helmet Cover, Nylon & Velcro with NVG Cutout, Includes CAP-1 Velcro Kit, Green	\$160.00	\$96.00	40%	60 Days
1353894	CAC-1 Helmet Cover, Nylon & Velcro with NVG Cutout, Includes CAP-1 Velcro Kit, Multi-Cam	\$160.00	\$96.00	40%	60 Days
1353895	CAC-1 Helmet Cover, Nylon & Velcro with NVG Cutout, Includes CAP-1 Velcro Kit, Wolf Grey	\$160.00	\$96.00	40%	60 Days
1353896	CAW-1 Counterweight System, 70 Gram, Includes Weights, Velcro & Strap, Black	\$180.00	\$108.00	40%	60 Days
1353897	CAW-1 Counterweight System, 70 Gram, Includes Weights, Velcro & Strap, Green	\$180.00	\$108.00	40%	60 Days
1353898	CAP-1 Velcro Kit, Works with CAC-1 (5pc), Black	\$55.00	\$33.00	40%	60 Days
1353899	CAP-1 Velcro Kit, Works with CAC-1 (5pc), Green	\$55.00	\$33.00	40%	60 Days
1353900	CAC-2 Helmet Cover, Integrated NVG Flap by Agilite, CAP-2 Upgraded Velcro Kit (10pc), Black	\$200.00	\$120.00	40%	60 Days
1353901	CAC-2 Helmet Cover, Integrated NVG Flap by Agilite, CAP-2 Upgraded Velcro Kit (10pc), Green	\$200.00	\$120.00	40%	60 Days
1353902	CAC-2 Helmet Cover, Integrated NVG Flap by Agilite, CAP-2 Upgraded Velcro Kit (10pc), Multi-Cam	\$200.00	\$120.00	40%	60 Days
1365950	CAC-2 Helmet Cover, Integrated NVG Flap by Agilite, Coyote	\$200.00	\$120.00	40%	61 Days
1353903	CAW-2 Counterweight/Battery Case, Velcro Detachable for CAC-2 by Agilite, Black	\$55.00	\$33.00	40%	60 Days
1353904	CAW-2 Counterweight/Battery Case, Velcro Detachable for CAC-2 by Agilite, Green	\$55.00	\$33.00	40%	60 Days
1353905	CAW-2 Counterweight/Battery Case, Velcro Detachable for CAC-2 by Agilite, Tan (for Multi-Cam)	\$55.00	\$33.00	40%	60 Days
1353906	CAP-2 Velcro Kit, Black	\$55.00	\$33.00	40%	60 Days
1353907	CAP-2 Velcro Kit, Green	\$55.00	\$33.00	40%	60 Days
1365951	CAP-2 Velcro Kit, Coyote	\$55.00	\$33.00	40%	60 Days



Part Number	Product Description	MSRP	NASPO Agency	% Off MSRP	Delivery
<b>REPLACEMENT HARNESSSES, EXTENDERS &amp; PAD SYSTEMS</b>					
1353908	CHE-1 Harness Extender for CRS-2 Universal Harness, 4" Extention, Black	\$30.00	\$18.00	40%	60 Days
1353909	CHE-1 Harness Extender for CRS-2 Universal Harness, 4" Extention, Green	\$30.00	\$18.00	40%	60 Days
1365952	NEW CHE-1 Harness Extender for CRS-2 Universal Harness, 4" Extention, Coyote	\$30.00	\$18.00	40%	60 Days
1353910	CRS-2 Replacement Harness with CAM Buckles, Left Handed Shooter, Size L/XL, Black	\$75.00	\$45.00	40%	60 Days
1353911	CRS-2 Replacement Harness with CAM Buckles, Left Handed Shooter, Size L/XL, Green	\$75.00	\$45.00	40%	60 Days
1365953	NEW CRS-2 Replacement Harness with CAM Buckles, Left Handed Shooter, Size L/XL, Coyote	\$75.00	\$45.00	40%	60 Days
1353912	CRS-2 Replacement Harness with CAM Buckles, Right Handed Shooter, Size M/L, Black	\$75.00	\$45.00	40%	60 Days
1353914	CRS-2 Replacement Harness with CAM Buckles, Right Handed Shooter, Size M/L, Green	\$75.00	\$45.00	40%	60 Days
1365954	NEW CRS-2 Replacement Harness with CAM Buckles, Right Handed Shooter, Size M/L, Coyote	\$75.00	\$45.00	40%	60 Days
1353913	CRS-2 Replacement Harness with CAM Buckles, Right Handed Shooter, Size L/XL, Black	\$75.00	\$45.00	40%	60 Days
1353915	CRS-2 Replacement Harness with CAM Buckles, Right Handed Shooter, Size L/XL, Green	\$75.00	\$45.00	40%	60 Days
1365955	NEW CRS-2 Replacement Harness with CAM Buckles, Right Handed Shooter, Size L/XL, Coyote	\$75.00	\$45.00	40%	60 Days
1353916	CRS-2 Replacement Harness with CAM Buckles, Open Loop Fast Adjustment, Right Handed, Black	\$75.00	\$45.00	40%	60 Days
1353917	CPP-1 Pad Kit, Standard Microfiber Grey Soft Pads, Single Helmet Replacement (Set of 6 Pads)	\$105.00	\$63.00	40%	60 Days
1353918	CPP-2 Comfort System Soft Pads Kit, Memory Foam, Cooling Mesh, Washable Black/Blue, 2mm - Thin	\$140.00	\$84.00	40%	60 Days
1353919	CPP-2 Comfort System Soft Pads Kit, Memory Foam, Cooling Mesh, Washable Black/Blue, 4mm - Standard	\$140.00	\$84.00	40%	60 Days
1353920	CPP-2 Comfort System Soft Pads Kit, Memory Foam, Cooling Mesh, Washable Black/Blue, 6mm - Fat	\$140.00	\$84.00	40%	60 Days
1365956	EPP Pads, Energy Foam, 12mm Complete helmet replacement, (Set of 6), AMP-1E/AMH-2	\$105.00	\$63.00	40%	60 Days
1365957	EPP Pads, Energy Foam, 12mm Complete helmet replacement, (Set of 6), AMP-1TP/AMP-1X	\$105.00	\$63.00	40%	60 Days
<b>UNIVERSAL ACCESSORIES</b>					
1353921	Helmet Bag, Padded with Zipper	\$90.00	\$54.00	40%	60 Days
1353922	Liner Bag, Microfiber with Logo, Cinch String for Helmets and Visors	\$20.00	\$12.00	40%	60 Days
1353923	Peltor Adapter Mount for Rails, Black (Set of 2)	\$35.00	\$21.00	40%	60 Days
1353924	Peltor Complete Kit - 3M ARC Wire Arms with Peltor Adapter Mounts Installed, Black (Set of 2)	\$245.00	\$147.00	40%	60 Days
1353925	Peltor 3M ARC Wire Arms Only, Black (Set of 2)	\$230.00	\$138.00	40%	60 Days
1363312	Unity Tactical MARK 2.0 Wire Arms Set for Peltor Style COMMS attachment - Black	\$265.00	\$159.00	40%	60 Days
1363313	Unity Tactical MARK 2.0 Wire Arms Set for Peltor Style COMMS attachment - Flat Dark Earth	\$265.00	\$159.00	40%	60 Days
1363314	Unity Tactical MARK 2.0 Wire Arm EarPro Kit designed for Busch PROtective, for OpsCore AMP Headset (NO Cradle Clamps) - Black	\$265.00	\$159.00	40%	60 Days
1363315	Unity Tactical SARA Sordin Adapter Kit (Includes ESS Studs) Accessory for MARK 2.0 Kit (Add-on for MSA/Invisio/Otto) - Black	\$235.00	\$141.00	40%	60 Days
1363316	Unity Tactical MARK 2.0 complete Wire Arm EarPro Kit, for OpsCore AMP Headset designed for Busch PROtective, Includes Cradle Clamps - Black	\$510.00	\$306.00	40%	60 Days
1363317	Unity Tactical MARK 2.0 complete Wire Arm EarPro Kit, for OpsCore AMP Headset designed for Busch PROtective, Includes Cradle Clamps - Flat Dark Earth	\$510.00	\$306.00	40%	60 Days
1350611B	TCI Liberator 4 Adaptive Helmet Mount Kit, Black (Set of 2)	\$210.00	\$126.00	40%	60 Days
1350611G	TCI Liberator 4 Adaptive Helmet Mount Kit, OD Green (Set of 2)	\$210.00	\$126.00	40%	60 Days
1351554B	TCI Liberator 5 Adaptive Helmet Mount Kit, Black (Set of 2)	\$210.00	\$126.00	40%	60 Days
1351554G	TCI Liberator 5 Adaptive Helmet Mount Kit, OD Green (Set of 2)	\$210.00	\$126.00	40%	60 Days
1353926	Picatinny Rail Adapter, Black (Set of 2)	\$35.00	\$21.00	40%	60 Days
1353927	CAH-1 Helmet Holder with Magnet, Black	\$60.00	\$36.00	40%	60 Days
1356691	Mandible Arms, (Set of 2) for user with Ballistic Mandible or Avon/Drager Gas Mask Clips	\$90.00	\$54.00	40%	60 Days
1353929	TAG-1 Accessory Pouch for Helmet, Nylon with Zipper, Velcro, Black	\$90.00	\$54.00	40%	60 Days

Part Number	Product Description	MSRP	NASPO Agency	% Off MSRP	Delivery
SERVICE					
1362459	Bolt/Nut Set, with installation for AMP-1TP - Adds (3) Bolt/Nuts to NVG Holes in lieu of Shroud (Not Standard)	\$70.00	\$42.00	40%	60 Days
1362460	Bolt/Nut Set, with installation for AMP-1E - Adds (3) Bolt/Nuts to NVG Holes in lieu of Shroud (Not Standard)	\$70.00	\$42.00	40%	60 Days

# SHIELDS AND LADDERS

SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 198469

Part Number	Product Description	MSRP	NASPO Agency	% Off MSRP	Delivery
<b>LEVEL IIIA SHIELDS</b>					
<b>INTRUDER™ SERIES</b>					
1152944	Intruder™ G2™ 20X34 LED Lights Horizontal Handle	\$6,540.00	\$3,597.00	45.00%	60 Days
1157457	Intruder™ G2™ 20X34 LED Lights 3-Position Handle	\$6,540.00	\$3,597.00	45.00%	60 Days
1157458	Intruder™ G2™ 20X34 No Lights Horizontal Handle	\$3,915.00	\$2,153.25	45.00%	60 Days
1173879	Intruder™ G2™ 20X34 No Lights 3-Position Handle	\$3,915.00	\$2,153.25	45.00%	60 Days
<b>ENTRY™ SERIES</b>					
1301038	Entry™ I FR X 24X36 Horizontal Handle	\$4,135.00	\$2,274.25	45.00%	60 Days
1301037	Entry™ I FR X 24X36 3-Position Handle	\$4,135.00	\$2,274.25	45.00%	60 Days
1348218	Entry™ I FR X 24X36 Foxfury B70 Integrated Light Horizontal Handle	\$6,380.00	\$3,509.00	45.00%	60 Days
1348222	Entry™ I FR X 24X36 Foxfury B70 Integrated Light 3-Position Handle	\$6,380.00	\$3,509.00	45.00%	60 Days
1301036	Entry™ I X 24X36 Horizontal Handle	\$4,160.00	\$2,288.00	45.00%	60 Days
1223503	Entry™ I X 24X36 3-Position Handle	\$4,160.00	\$2,288.00	45.00%	60 Days
1348217	Entry™ I X 24X36 FoxFury B70 Integrated Light Horizontal Handle	\$6,430.00	\$3,536.50	45.00%	60 Days
1348221	Entry™ I X 24X36 FoxFury B70 Integrated Light 3-Position Handle	\$6,430.00	\$3,536.50	45.00%	60 Days
1301044	Entry™ II X 24X48 Horizontal Handle	\$4,815.00	\$2,648.25	45.00%	60 Days
1301043	Entry™ II X 24X48 3-Position Handle	\$4,815.00	\$2,648.25	45.00%	60 Days
1348219	Entry™ II X 24X48 Foxfury B70 Integrated Light Horizontal Handle	\$7,105.00	\$3,907.75	45.00%	60 Days
1348223	Entry™ II X 24X48 Foxfury B70 Integrated Light 3-Position Handle	\$7,105.00	\$3,907.75	45.00%	60 Days
<b>DEFENDER™ SERIES</b>					
1301042	Defender™ X 20X34 Horizontal Handle	\$3,910.00	\$2,150.50	45.00%	60 Days
1301041	Defender™ X 20X34 3-Position Handle	\$3,910.00	\$2,150.50	45.00%	60 Days
1345986	Defender™ X 20X34 Foxfury B70 Integrated Light Horizontal Handle	\$6,180.00	\$3,399.00	45.00%	60 Days
1348225	Defender™ X 20X34 Fox fury B70 Integrated Light 3-Position Handle	\$6,180.00	\$3,399.00	45.00%	60 Days
<b>MIGHTY MITE™ SERIES</b>					
1301039	Mighty Mite™ X 18X30 Horizontal Handle	\$3,685.00	\$2,026.75	45.00%	60 Days
1301040	Mighty Mite™ X 18X30 3-Position Handle	\$3,685.00	\$2,026.75	45.00%	60 Days
1348220	Mighty Mite™ X 18X30 Foxfury B70 Integrated Light Horizontal Handle	\$5,960.00	\$3,278.00	45.00%	60 Days
1348224	Mighty Mite™ X 18X30 Fox fury B70 Integrated Light 3-Position Handle	\$5,960.00	\$3,278.00	45.00%	60 Days
<b>FIRST RESPONDER™ SERIES</b>					
1002697	Patroller™ 18X24 Horizontal Handle	\$2,550.00	\$1,402.50	45.00%	60 Days
1002687	Patroller™ FR 22X31 Horizontal Handle	\$3,060.00	\$1,683.00	45.00%	60 Days
1163976	TSI 1 20X34 Horizontal Handle	\$2,560.00	\$1,408.00	45.00%	60 Days
1171174	TSI 1 20X34 3-Position Handle	\$2,270.00	\$1,248.50	45.00%	60 Days
1002700	TSI 2 24X36 Horizontal Handle	\$2,895.00	\$1,592.25	45.00%	60 Days
1175465	TSI 2 24x36 3-Position Handle	\$2,560.00	\$1,408.00	45.00%	60 Days
1164024	TSI 3 20X48 Horizontal Handle	\$2,770.00	\$1,523.50	45.00%	60 Days
<b>STRIKE™ SERIES</b>					
1345164	Strike™ Shield IIIA Soft Roll-Up Shield 20X28 Horizontal Handle	\$2,070.00	\$1,138.50	45.00%	60 Days
1345165	Strike™ Shield IIIA Soft Roll-Up Shield 20X32 Horizontal Handle	\$2,285.00	\$1,256.75	45.00%	60 Days
1314109	Strike™ Shield SX IIIA Soft Roll-Up Shield 20X28 Horizontal Handle	\$3,470.00	\$1,908.50	45.00%	60 Days

# SHIELDS AND LADDERS

SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 198469

Part Number	Product Description	MSRP	NASPO Agency	% Off MSRP	Delivery
<b>HARDWIRE® LEVEL IIIA SHIELDS</b>					
1360830	Hardwire® Level IIIA Double Shooter Cut Tactical Shield with Viewport 20X30	\$4,870.00	\$2,678.50	45.00%	60 Days
1360831	Hardwire® Level IIIA Double Shooter Cut Tactical Shield with Viewport 20X30 - POLICE	\$4,870.00	\$2,678.50	45.00%	60 Days
1360832	Hardwire® Level IIIA Double Shooter Cut Tactical Shield with Viewport 20X30 - SHERIFF	\$4,870.00	\$2,678.50	45.00%	60 Days
1360833	Hardwire® Level IIIA Double Shooter Cut Tactical Shield with Viewport 20X30 - CUSTOM	\$4,870.00	\$2,678.50	45.00%	60 Days
1360834	Hardwire® Level IIIA Double Shooter Cut Tactical Shield w/o Viewport 20X30	\$3,730.00	\$2,051.50	45.00%	60 Days
1360835	Hardwire® Level IIIA Double Shooter Cut Tactical Shield w/o Viewport 20X30 - POLICE	\$3,730.00	\$2,051.50	45.00%	60 Days
1360836	Hardwire® Level IIIA Double Shooter Cut Tactical Shield w/o Viewport 20X30 - SHERIFF	\$3,730.00	\$2,051.50	45.00%	60 Days
1360837	Hardwire® Level IIIA Double Shooter Cut Tactical Shield w/o Viewport 20X30 - CUSTOM	\$3,730.00	\$2,051.50	45.00%	60 Days
1360838	Hardwire® Level IIIA Standard Tactical Shield with Viewport 20X30	\$4,870.00	\$2,678.50	45.00%	60 Days
1360839	Hardwire® Level IIIA Standard Tactical Shield with Viewport 20X30 - POLICE	\$4,870.00	\$2,678.50	45.00%	60 Days
1360840	Hardwire® Level IIIA Standard Tactical Shield with Viewport 20X30 - SHERIFF	\$4,870.00	\$2,678.50	45.00%	60 Days
1360841	Hardwire® Level IIIA Standard Tactical Shield with Viewport 20X30 - CUSTOM	\$4,870.00	\$2,678.50	45.00%	60 Days
1360842	Hardwire® Level IIIA Standard Tactical Shield w/o Viewport 20X30	\$3,730.00	\$2,051.50	45.00%	60 Days
1360843	Hardwire® Level IIIA Standard Tactical Shield w/o Viewport 20X30 - POLICE	\$3,730.00	\$2,051.50	45.00%	60 Days
1360844	Hardwire® Level IIIA Standard Tactical Shield w/o Viewport 20X30 - SHERIFF	\$3,730.00	\$2,051.50	45.00%	60 Days
1360845	Hardwire® Level IIIA Standard Tactical Shield w/o Viewport 20X30 - CUSTOM	\$3,730.00	\$2,051.50	45.00%	60 Days
1360846	Hardwire® Level IIIA Notched Tactical Shield w/o Viewport 20X30	\$3,730.00	\$2,051.50	45.00%	60 Days
1360847	Hardwire® Level IIIA Notched Tactical Shield w/o Viewport 20X30 - POLICE	\$3,730.00	\$2,051.50	45.00%	60 Days
1360848	Hardwire® Level IIIA Notched Tactical Shield w/o Viewport 20X30 - SHERIFF	\$3,730.00	\$2,051.50	45.00%	60 Days
1360849	Hardwire® Level IIIA Notched Tactical Shield w/o Viewport 20X30 - CUSTOM	\$3,730.00	\$2,051.50	45.00%	60 Days
<b>LEVEL III SHIELDS</b>					
<b>ASSAULT™ SERIES</b>					
1362598	NEW Assault II LW™ 16X30 Foxfury B70 Integrated Light Horizontal Handle	\$14,700.00	\$8,085.00	45.00%	60 Days
1362597	NEW Assault II LW™ 16X30 Horizontal Handle	\$12,600.00	\$6,930.00	45.00%	60 Days
1362599	NEW Assault II LW™ 16X30 3-Position Handle	\$12,600.00	\$6,930.00	45.00%	60 Days
1362602	NEW Assault III LW™ 20X36 Foxfury B70 Integrated Light Horizontal Handle	\$17,590.00	\$9,674.50	45.00%	60 Days
1362601	NEW Assault III LW™ 20X36 Horizontal Handle	\$15,490.00	\$8,519.50	45.00%	60 Days
1362603	NEW Assault III LW™ 20X36 3-Position Handle	\$15,490.00	\$8,519.50	45.00%	60 Days
1354911	Assault II VP™ 16X30 Foxfury B70 Integrated Light Horizontal Handle	\$9,975.00	\$5,486.25	45.00%	60 Days
1347352	Assault II VP™ 16X30 Horizontal Handle	\$7,875.00	\$4,331.25	45.00%	60 Days
1355727	Assault II VP™ 16X30 3-Position Handle	\$7,875.00	\$4,331.25	45.00%	60 Days
1354910	Assault III VP™ 20X36 Foxfury B70 Integrated Light Horizontal Handle	\$11,025.00	\$6,063.75	45.00%	60 Days
1352071	Assault III VP™ 20X36 Horizontal Handle	\$8,925.00	\$4,908.75	45.00%	60 Days
1355728	Assault III VP™ 20X36 3-Position Handle	\$8,925.00	\$4,908.75	45.00%	60 Days

# SHIELDS AND LADDERS

SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 198469

Part Number	Product Description	MSRP	NASPO Agency	% Off MSRP	Delivery
1150468	Assault 1™ 16X24 Horizontal Handle	\$6,985.00	\$3,841.75	45.00%	60 Days
1150469	Assault 2™ 16X30 Horizontal Handle	\$7,555.00	\$4,155.25	45.00%	60 Days
1150720	Assault 2™ 16X30 3 Position Handle	\$7,555.00	\$4,155.25	45.00%	60 Days
1150470	Assault 3™ 16X39 Horizontal Handle	\$9,155.00	\$5,035.25	45.00%	60 Days
1170736	Assault 3™ 16X39 3 Position Handle	\$9,155.00	\$5,035.25	45.00%	60 Days

## NATO™ SERIES

1150466	NATO 1™ 17X32 Horizontal Handle	\$8,215.00	\$4,518.25	45.00%	60 Days
1150465	NATO 2™ 20X34 Horizontal Handle	\$9,680.00	\$5,324.00	45.00%	60 Days
1150467	NATO 3™ 26X48 Horizontal Handle	\$18,375.00	\$10,106.25	45.00%	60 Days
1189266	NATO SS™ 20X32 Horizontal Handle	\$12,075.00	\$6,641.25	45.00%	60 Days

## HARDWARE® LEVEL III SHIELDS

1360850	Hardwire® Level III Double Shooter Cut Tactical Shield with Viewport 20X30	\$8,620.00	\$4,741.00	45.00%	60 Days
1360851	Hardwire® Level III Double Shooter Cut Tactical Shield with Viewport 20X30 - POLICE	\$8,620.00	\$4,741.00	45.00%	60 Days
1360852	Hardwire® Level III Double Shooter Cut Tactical Shield with Viewport 20X30 - SHERIFF	\$8,620.00	\$4,741.00	45.00%	60 Days
1360853	Hardwire® Level III Double Shooter Cut Tactical Shield with Viewport 20X30 - CUSTOM	\$8,620.00	\$4,741.00	45.00%	60 Days
1360854	Hardwire® Level III Double Shooter Cut Tactical Shield w/o Viewport 20X30	\$6,710.00	\$3,690.50	45.00%	60 Days
1360855	Hardwire® Level III Double Shooter Cut Tactical Shield w/o Viewport 20X30 - POLICE	\$6,710.00	\$3,690.50	45.00%	60 Days
1360856	Hardwire® Level III Double Shooter Cut Tactical Shield w/o Viewport 20X30 - SHERIFF	\$6,710.00	\$3,690.50	45.00%	60 Days
1360857	Hardwire® Level III Double Shooter Cut Tactical Shield w/o Viewport 20X30 - CUSTOM	\$6,710.00	\$3,690.50	45.00%	60 Days
1360858	Hardwire® Level III Standard Tactical Shield with Viewport 20X30	\$8,620.00	\$4,741.00	45.00%	60 Days
1360859	Hardwire® Level III Standard Tactical Shield with Viewport 20X30 - POLICE	\$8,620.00	\$4,741.00	45.00%	60 Days
1360860	Hardwire® Level III Standard Tactical Shield with Viewport 20X30 - SHERIFF	\$8,620.00	\$4,741.00	45.00%	60 Days
1360861	Hardwire® Level III Standard Tactical Shield with Viewport 20X30 - CUSTOM	\$8,620.00	\$4,741.00	45.00%	60 Days
1360862	Hardwire® Level III Standard Tactical Shield w/o Viewport 20X30	\$6,710.00	\$3,690.50	45.00%	60 Days
1360863	Hardwire® Level III Standard Tactical Shield w/o Viewport 20X30 - POLICE	\$6,710.00	\$3,690.50	45.00%	60 Days
1360864	Hardwire® Level III Standard Tactical Shield w/o Viewport 20X30 - SHERIFF	\$6,710.00	\$3,690.50	45.00%	60 Days
1360865	Hardwire® Level III Standard Tactical Shield w/o Viewport 20X30 - CUSTOM	\$6,710.00	\$3,690.50	45.00%	60 Days
1360866	Hardwire® Level III Notched Tactical Shield w/o Viewport 20X30	\$6,710.00	\$3,690.50	45.00%	60 Days
1360867	Hardwire® Level III Notched Tactical Shield w/o Viewport 20X30 - POLICE	\$6,710.00	\$3,690.50	45.00%	60 Days
1360868	Hardwire® Level III Notched Tactical Shield w/o Viewport 20X30 - SHERIFF	\$6,710.00	\$3,690.50	45.00%	60 Days
1360869	Hardwire® Level III Notched Tactical Shield w/o Viewport 20X30 - CUSTOM	\$6,710.00	\$3,690.50	45.00%	60 Days

## LEVEL IV SHIELDS

### PHOENIX™ SERIES

1002711	Phoenix IV™ 24X48 (Includes 3 panels and wheel base)	\$28,245.00	\$15,534.75	45.00%	60 Days
1002630	Phoenix IV™ 24X16 (Additional Panel)	\$6,825.00	\$3,753.75	45.00%	60 Days
1002564	Phoenix IV™ 24X16 (Additional Panel w/ Viewport)	\$8,140.00	\$4,477.00	45.00%	60 Days

# SHIELDS AND LADDERS

SAFARILAND, LLC

NASPO VALUEPOINT MASTER AGREEMENT 198469

Part Number	Product Description	MSRP	NASPO Agency	% Off MSRP	Delivery
<b>SHIELD LIGHTING SYSTEMS</b>					
<b>LIGHTING SYSTEMS - Compatible with All PROTECH Shields Excluding Intruder &amp; Intruder G2 Series</b>					
1314778	FoxFury Taker B30 600 Lumens - Batteries Not Included	\$615.00	\$369.00	40.00%	60 Days
1186181	FoxFury Taker B50 1000 Lumens - Batteries Not Included	\$1,195.00	\$717.00	40.00%	60 Days
1356757	FoxFury Taker B52 2000 Lumens - Batteries Not Included	\$1,430.00	\$858.00	40.00%	60 Days
<b>LEGACY LIGHTING SYSTEM REPLACEMENT PARTS - For Intruder &amp; Intruder G2 555 &amp; 556 Light Systems</b>					
1001641	NICAD 12V Battery	\$290.00	\$174.00	40.00%	60 Days
1003007	NICAD 12V Charger	\$105.00	\$63.00	40.00%	60 Days
1001647	Light Activation Pressure Switch (Intruder™ Models Only)	\$105.00	\$63.00	40.00%	60 Days
1178320	LED 3 Position Handle Pressure Switch	\$105.00	\$63.00	40.00%	60 Days
1178459	Horizontal Handle LED Pressure Switch	\$105.00	\$63.00	40.00%	60 Days
<b>SHIELD ACCESSORIES</b>					
<b>CARRY BAGS</b>					
1166798	Shield Carry Bag Small 23X30	\$195.00	\$117.00	40.00%	60 Days
1002756	Shield Carry Bag Medium 26X36	\$205.00	\$123.00	40.00%	60 Days
1002758	Shield Carry Bag Large 29X48	\$215.00	\$129.00	40.00%	60 Days
<b>TEAR-AWAYS</b>					
1355022	PTA-SA X-Series Viewport Lens 3 Layer Tear Off Kit	\$105.00	\$63.00	40.00%	60 Days
1355021	PTA-SA Assault Viewport Lens 3 Layer Tear Off Kit	\$75.00	\$45.00	40.00%	60 Days

# SHIELDS AND LADDERS

SAFARILAND, LLC  
NASPO VALUEPOINT MASTER AGREEMENT 198469

Part Number	Product Description	MSRP	NASPO Agency	% Off MSRP	Delivery
HOODS					
1156829	Shield Hood Small 13.5X20	\$145.00	\$87.00	40.00%	60 Days
1002757	Shield Hood Medium 13.5X23	\$150.00	\$90.00	40.00%	60 Days
1156828	Shield Hood Large 18X27	\$170.00	\$102.00	40.00%	60 Days
SHIELD SUPPORT HOOKS					
1184578	Shield Support Hook Attachment	\$100.00	\$60.00	40.00%	60 Days



**Participating Addendum  
for  
Body Armor and Ballistic Resistant Products  
between  
Lexington-Fayette Urban County Government  
and  
Safariland, LLC**

This Participating Addendum is entered into by the Lexington-Fayette Urban County Government and the following Contractor for the purpose of participating in NASPO ValuePoint Master Agreement Number 198469, executed by Contractor and the State of Colorado ("Lead State") for Body Armor and Ballistic Resistant Products ("Master Agreement"):

Safariland, LLC ("Contractor")  
13386 International Parkway  
Jacksonville, FL 32218

**I. PARTICIPATING ADDENDUM CONTACTS.**

Contractor's contact for this Participating Addendum is:

Jaime Marini  
Program Manager  
[Jaime.Marini@Safariland.com](mailto:Jaime.Marini@Safariland.com)  
904.705.1759

Participating Entity's contact for this Participating Addendum is:

Conni M. Hayes  
Procurement Officer  
[chayes@lexingtonky.gov](mailto:chayes@lexingtonky.gov)  
859-258-3324

- II. TERM.** This Participating Addendum is effective as of the date of the last signature and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- III. PARTICIPATION AND USAGE:** This Participating Addendum may be used by all departments within the Lexington-Fayette Urban County Government if authorized herein and by law. Participating Entity has sole authority to determine which departments are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.
- IV. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.
- V. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.
- a. Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities
  - b. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
  - c. Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum. Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum.

**Participating Addendum Number for  
Body Armor and Ballistic Resistant Products**

Between **Lexington-Fayette Urban County Government** and  
**Safariland, LLC**



**SPCO**

State Purchasing & Contracts Office

Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

**Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum.** The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

- VI. ORDERS.** Purchasing Departments may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.
- VII. FEDERAL FUNDING REQUIREMENTS.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.
- VIII. ATTACHMENTS.** None.
- IX. NOTICE.** Any notice required herein shall be sent to the following:
- |                                                                              |                                                                    |
|------------------------------------------------------------------------------|--------------------------------------------------------------------|
| For Contractor:                                                              | For Participating Entity:                                          |
| Jaime Marini                                                                 | Conni M. Hayes                                                     |
| Program Manager                                                              | Procurement Officer                                                |
| <a href="mailto:Jaime.Marini@Safariland.com">Jaime.Marini@Safariland.com</a> | <a href="mailto:chayes@lexingtonky.gov">chayes@lexingtonky.gov</a> |
| 904.705.1759                                                                 | 859-258-3324                                                       |
- X. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at [pa@naspovaluepoint.org](mailto:pa@naspovaluepoint.org). The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

**Participating Addendum Number for  
Body Armor and Ballistic Resistant Products**

Between **Lexington-Fayette Urban County Government** and  
**Safariland, LLC**



**SPCO**

State Purchasing & Contracts Office

**SIGNATURE**

The undersigned for each Party represent and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

**CONTRACTOR:**

**PARTICIPATING ENTITY:**

James Duncan  
**Signature**

\_\_\_\_\_  
**Signature**

James Duncan  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

Vice President and General Manager, Global Armor  
**Title**

\_\_\_\_\_  
**Title**

12/22/2025  
**Date**

\_\_\_\_\_  
**Date**



# Lexington-Fayette Urban County Government Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0029-26**

**File ID:** 0029-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Police

**File Created:** 01/06/2026

**File Name:** Release of Claims Agreement - Retired Police  
Canine Echo

**Final Action:**

**Title:** Authorization to enter into a Release of Claims Against LFUCG to allow the Lexington Police Department to release retired Canine Echo to Officer Patrick Murray. No budgetary impact. (L0029-26)(Weathers/Armstrong)

**Notes:** RIO 1/8/2026. MS

**Sponsors:**

**Enactment Date:**

**Attachments:** Cover Memo - Release of Claims Agreement -  
Canine Echo.pdf, Release of All Claims - Canine  
Echo.pdf, FA-9 CANINE - ECHO.pdf, Retirement  
Memo - Canine Echo.docx

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:** Renita Happy

**Effective Date:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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### Text of Legislative File 0029-26

#### Title

Authorization to enter into a Release of Claims Against LFUCG to allow the Lexington Police Department to release retired Canine Echo to Officer Patrick Murray. No budgetary impact. (L0029-26)(Weathers/Armstrong)

#### Summary

Authorization to enter into a Release of Claims Against LFUCG to allow the Lexington Police Department to release retired Canine Echo to Officer Patrick Murray. No budgetary impact. (L0029-26)(Weathers/Armstrong)

Budgetary Implications: NO

Advance Document Review:

**Law:** Yes, Michael Sanner, January 5, 2026

**Risk Management:** No

Fully Budgeted: N/A

Account Number: N/A

Year Impact: \$ -0-

Annual Impact: \$ -0-

Project:

Activity:

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton  
Urban County Council  
*Lawrence B. Weathers*

FROM: Chief Lawrence B. Weathers  
Lexington Police Department

CC: Commissioner Kenneth Armstrong  
Department of Public Safety

DATE: January 6, 2026

SUBJECT: Release of Claims Agreement – Retired Police Canine Echo

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**Request**

Authorization to enter into a Release of Claims Against the Lexington-Fayette Urban County Government (LFUCG) Agreement. This agreement will allow the Lexington Police Department to release retired **Canine Echo to Officer Patrick Murray.**

**Why are you requesting?**

The attached agreement will release and forever discharge the LFUCG, and its agents and successors, of and from any all manner of actions, claims and demands whatsoever arising out of the gift of the retired police canine. In return, Officer Murray acknowledges that this agreement will preclude him from utilizing the retired police canine in an “off-duty” employment assignment for security or law enforcement purposes, and is prohibited to sale or transfer the retired police canine to another public safety entity. We are requesting Council approval for Mayor Gorton to sign the attached agreement. There will be no budgetary impact. Upon approval and signing, please forward a copy of the signed agreement to the Chief’s Office for our records.

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

The cost for this FY is: N/A

The cost for future FY is: N/A

**Are the funds budgeted?**

There will be no budgetary impact.

**File Number: - 0029-26**

**Director/Commissioner: Lawrence B. Weathers, Chief  
Lexington Police Department**

LBW/rmh



RELEASE OF ALL CLAIMS AGAINST THE  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

I, Patrick Murray (name), of Lexington (city),  
Kentucky (state), for and in consideration of being given retired police  
canine Echo (name), 10 (age), which is a Bulldog (breed of  
dog), by the Lexington Police Department, do for myself, my heirs, and representatives,  
remise, release, and forever discharge the Lexington-Fayette Urban County Government  
and its agents and successors, of and from any and all manner of actions, claims and  
demands whatsoever arising out of the gift of the retired police canine. In return, I  
acknowledge that I am precluded from utilizing the retired police canine in an "off-duty"  
employment assignment for security or law enforcement purposes, and am prohibited to  
sale or transfer the retired police canine to another public safety entity.

Witness my hand this 11<sup>th</sup> day of December, 2025.

Signature of Recipient

[Signature]

Witness

[Signature]

State of Kentucky

County of Fayette

Subscribed and sworn before me by [Signature]

On this, the 11<sup>th</sup> day of December, 2025.

My commission expires: 7-23-29

[Signature] KYNP102973  
Notary Public

Supported and approved by the Lexington Police Department.

\_\_\_\_\_  
Chief Lawrence Weathers  
Lexington Police Department

Date \_\_\_\_\_

\_\_\_\_\_  
Mayor or Designee  
Lexington – Fayette Urban County Government

Date \_\_\_\_\_



**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
FIXED ASSET INVENTORY TRANSFER AND EQUIPMENT RETIREMENT FORM**

[illegible]



LEXINGTON POLICE  
DEPARTMENT  
**MEMORANDUM**  
Lexington, Kentucky

DATE OF ISSUE  
12-16-25

EFFECTIVE DATE

NUMBER

TO: Lieutenant Jeremy Brislin Bureau of Special Operations - Operational Support		SUBJECT: Canine Echo Retirement Memorandum
FROM: Sergeant Steven Newton Bureau of Special Operations - Canine Unit		

Lieutenant Brislin,

I am requesting retirement of Canine Echo (Inventory Tag No. 104033) due to Officer Pat Murray Jr. retiring. Echo has diminished drive and workability and is a 10-year-old canine at the end of his fulfilled career. This will also give us another opportunity to replace another marijuana trained canine in preparation for the future. Officer Pat Murray Jr. is requesting Echo to reside with him and his family and has filled out the Release of Claims documentation needed for this. Echo will be scheduled for final teeth cleaning and check-up this month.

Thank you for consideration,

Sergeant Steven Newton 51900



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0032-26**

**File ID:** 0032-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Computer Services

**File Created:** 01/07/2026

**File Name:** Vermont Systems RecTrac SaaS Agreement  
Renewal

**Final Action:**

**Title:** Authorization to execute the necessary documents to extend current software licensing agreement for an additional 18 month term ending June 30, 2027 with Vermont Systems for RecTrac and WebTrac applications that support online booking and management software for Parks & Recreation activities, and further authorize the execution of any future documents, including annual renewals for successive 12-month periods, necessary for the operation, support, or maintenance of the same, subject to the appropriation of sufficient funds. At a cost of \$30,000 for FY 2026 and \$60,000 for FY 2027. Funds are budgeted. (L0032-26)  
(Stewart/Rodgers)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Bluesheet Memo\_Vermont Systems 11 24 25,  
KYLexington Fayette Urban County and Vermont  
Systems Service Agreements\_01 07 2025

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:** Camille Brann

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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### Text of Legislative File 0032-26

#### Title

Authorization to execute the necessary documents to extend current software licensing agreement for an additional 18 month term ending June 30, 2027 with Vermont Systems for RecTrac and WebTrac applications that support online booking and management software for Parks & Recreation activities, and further authorize the execution of any future documents, including annual renewals for successive 12-month periods, necessary for the

operation, support, or maintenance of the same, subject to the appropriation of sufficient funds. At a cost of \$30,000 for FY 2026 and \$60,000 for FY 2027. Funds are budgeted.  
(L0032-26)(Stewart/Rodgers)

### Summary

Authorization to execute the necessary documents to extend current software licensing agreement for an additional 18 month term ending June 30, 2027 with Vermont Systems for RecTrac and WebTrac applications that support online booking and management software for Parks & Recreation activities, and further authorize the execution of any future documents, including annual renewals for successive 12-month periods, necessary for the operation, support, or maintenance of the same, subject to the appropriation of sufficient funds. At a cost of \$30,000 for FY 2026 and \$60,000 for FY 2027. Funds are budgeted.  
(L0032-26)(Stewart/Rodgers)

Budgetary Implications [select]: **Yes/NO**

Advance Document Review:

**Law:** { Select **Yes/No**, Completed by [Scott Jones, 12/08/2025]}

**Risk Management:** {Select **Yes/No**, Completed by [Official, Date]}

Fully Budgeted [select]: **Yes/No/Partial**

Account Number: 1101-202505-0001-76102

This Fiscal Year Impact: \$30,000 FY 26

Annual Impact: \$60,000 FY 27

Project:

Activity:

Budget Reference:

Current Balance: \$400,826.67



TO: Linda Gorton, Mayor  
Honorable Members, Urban County Council

FROM: Liz Rodgers, Chief Information Officer

DATE: January 6, 2026

SUBJECT: Vermont Systems RecTrac SaaS agreement renewal

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**Request:**

Authorize the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute the necessary documents to extend current software licensing agreement for an additional 18 month term ending June 30, 2027 with Vermont Systems for RecTrac and WebTrac applications that support online booking and management software for Parks & Recreation activities, and further authorize the Mayor or the Chief Information Officer as her designee to execute any future documents, including annual renewals for successive 12-month periods, necessary for the operation, support, or maintenance of the same, subject to the appropriation of sufficient funds.

**Purpose:**

RecTrac and WebTrac from Vermont Systems is an integrated parks and recreation management software as a long-tenured software provider supporting LFUCG Parks & Recreation activities including constituent booking and internal management services and reporting for golf tee times, park facilities, events and classes, programs and leagues. This new agreement adds licensing for the WebTrac mobile application to improve options for constituents to access activities booking via an integrated mobile application, and migrates the application to the vendor's cloud hosted solution.

**Term and Termination:**

Renewal of an existing long-term agreement for an additional 18 month term, ending June 30, 2027. Unless Customer provides written notice of cancellation at least 90 days prior to the end of the annual maintenance cycle, agreement will automatically renew for another 12-month term, subject to appropriation by future Council.



Budgetary Implication:

Cost for FY26 not to exceed \$30,000 Renewal increases at 5% annually.

Cost for FY27 not to exceed \$60,000

Are the funds budgeted? Yes

Account String:

1101-202505-001-76102 \$30,000

File Number:0032-26

Director/Commissioner: Stewart/Rodgers



## SERVICES AGREEMENT

This Services Agreement is entered into on [ ] ("Effective Date") by and between **RECTRAC, LLC d/b/a VERMONT SYSTEMS**, a Delaware limited liability company having its principal address at 12 Market Place, Essex Junction, VT 05452 ("VS," "Licensor," "we," "our," or "us") and the customer identified in Section 1 below ("Customer," "Licensee," "you" or "your") (each a "Party," and, collectively, the "Parties"). This Services Agreement, including all attachments, schedules, exhibits or Addenda referenced herein, shall collectively comprise the "Agreement" between you and us. Terms not defined below shall have the meanings as set forth in Section 1 of the Terms of Service.

1. CUSTOMER INFORMATION		
Customer Name (Legal Entity)	Doing Business As (if applicable)	
Lexington Fayette Urban County Government		
Office Address		
200 E. Main St Lexington, KY 40507		
Business Address (if business is located somewhere other than the office address)		
Customer's General Contact (for all matters under the Agreement)	General Contact Phone	General Contact Email
Chris Cieri	859-258-3730	ccieri@lexingtonky.gov
Customer's Billing Contact (for billing matters under the Agreement)	Billing Contact Phone	Billing Contact Email
		ITAccountsPayable@lexingtonky.gov
VS Sales Executive	VS Sales Executive Phone	VS Sales Executive Email
Joshua Jacobs	802-276-5159	JoshuaJ@VermontSystems.com

## 2. TERM OPTIONS

**Initial Term:** 18 months, ending 6/30/27. The Initial Term will commence on the contract execution date and will end 18 consecutive months later, subject to future appropriation by future council. This does not apply to the COLT increase of 5% effective 7/1/26

**Renewal Term(s):** 12 months. Unless Customer provides written notice of cancellation at least 90 days prior to the end of the annual maintenance cycle, the Agreement will automatically renew for another 12-month term, subject to future appropriation by future council. **MIDTERM CANCELATIONS WILL NOT BE ACCEPTED.**

Software Maintenance and Support fees are billed annually and will be based on the **effective date** of this Agreement.

CUSTOMER also has the option of choosing a billing cycle that aligns with their fiscal year beginning: [ DATE ]\*

\*Customer **MUST** enter a date if using this option. The invoice may be prorated if the contract's effective date and maintenance cycle start date are more than a month apart

## 3. SERVICES & FEES

Services and Fees are set forth in Quote No. QUO-17528-W4Z8Q3. All Fees will be due 30 days following invoice receipt.

**3.a TAX EXEMPTION.** The customer needs to mark the appropriate box.

<input type="checkbox"/> <b>YES</b>	Yes, we are exempt. <u>If yes, please provide a certificate or other documentation.</u>
<input type="checkbox"/> <b>NO</b>	No, we are not exempt.

**4. PAYMENT SERVICES**

<input checked="" type="checkbox"/>	<b>Included</b>	Customer is selecting VS to provide Payment Services and will enter into a separate Sub-Merchant Agreement with us, as the payment facilitator.
<input type="checkbox"/>	<b>Not Included</b>	Customer will be handling its own payment processing and payment services on its own or through another third-party payment services provider. We consider these services to be Third-Party Services for which we are not responsible or liable.

**5. HOSTING**

<input type="checkbox"/>	<b>Customer Is Hosting Its Own Data</b>	Customer is choosing to host its own data locally, on its own servers. VS is not liable for loss of Customer Data or any liability resulting from Customer's decision to host its own data.
<input checked="" type="checkbox"/>	<b>VS Is Hosting Customer Data</b>	VS is hosting Customer Data on VS-controlled servers. Terms relate to Data Hosting will apply.

**6. TERMS OF SERVICE**

Customer has received, understands and agrees to the VS [Terms of Service](#).

**7. PRIVACY & SECURITY**

Customer has received, understands and agrees to the VS [Privacy Statement](#).

**8. ADDITIONAL ADDENDA**

The following Addenda are included and made part of this Agreement:

- Terms of Service
- Service Level Agreement (Software)



- Quote No. QUO-17528-W4Z8Q3

Customer has read, understands and agrees to the terms of the Agreement as set forth herein on this \_\_\_\_ day of \_\_\_\_\_, 2025 (“Effective Date”).

Customer:	Vermont Systems:
Lexington Fayette Urban County Government	RecTrac, LLC d/b/a Vermont Systems
By: _____ (Print Name) Its: _____ (Title) Date:	By: Patrick Hayden Its: President Date:

## TERMS OF SERVICE

- 1) **DEFINITIONS.** Capitalized terms used but not otherwise defined in these Terms of Service will have the meaning ascribed to such terms in the Services Agreement or other applicable Addenda.

**"Addendum" or "Addenda"** means a document added to the Agreement containing new or supplemental terms.

**"Agreement"** means the Services Agreement and any attachments, schedules or exhibits referenced therein, which could include the Order Schedule, Privacy Policy, Terms of Service, Service Level Agreement, Statement of Work, Sub-Merchant Agreement, or any later-signed Addenda.

**"Billing Period"** means the period of time covered by a single recurring dues fee for Services. Recurring fees will be based on contract execution date. Unless otherwise noted, a Billing Period will be billed in advance and will cover a period of one (1) year.

**"Cardholder Data"** is a subset of Customer Data and generally includes a Patron's name, billing address, credit card number, expiration date and CVV code.

**"Confidential Information"** means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary" or which the recipient knows or has reason to know is regarded by the disclosing party as such, including information disclosed orally. "Confidential Information" does not include any information that the receiving party can demonstrate by its written records: (a) was known to it prior to its disclosure hereunder by the disclosing party; (b) is or becomes known through no wrongful act of the receiving party; (c) has been rightfully received from a third party authorized to make such a disclosure; (d) is independently developed by the receiving party; (e) has been approved for release with the disclosing party's prior written authorization; or (f) has been disclosed by court order or as otherwise required by law, provided that the party required to disclose the information provides prompt advance notice to enable the other party to seek a protective order or otherwise prevent such disclosure.

**"Customer"** is a VS customer. The Customer is the individual, business entity, non-profit, military branch, or municipality contracting with us to receive Services as more specifically identified in the Services Agreement. Customer may also be referred to in the Agreement as "you," "your" or "Licensee."

**"Customer Data"** is the content, information or data which you, your End Users and/or your Patrons enter into the Software associated with our Services. Customer Data may include Patron Data, among other types of data.

**"Effective Date"** shall have the meaning as set forth in the Services Agreement.

**"End Users"** are your authorized users of the Software associated with our Services. Those licenses associated with a Customer's concurrent End Users will be listed in the Order Schedule.

**"Fees"** mean any and all fees associated with the use of our Services, including (but not limited to) Software Fees, Hosting Fees, Support Fees, any fees associated with our Payment Services, and/or any fees associated with Professional Services, as well as any other fees or charges permitted by the Agreement. Fees may be recurring, non-recurring, or one-time, as more specifically described in the Order Schedule. One-time fees

(hardware, training on-site, etc.) will be billed on an as-used basis

**"Fully Executed"** means when all parties have signed the agreements.

**"Hardware"** means the computer equipment, point-of-sale terminals, or other technical hardware distributed by us or by a reseller on our behalf. Hardware may contain firmware or software.

**"Hosting Fees"** mean the fees associated with the hosting of Customer Data on our VS-controlled servers and systems.

**"Initial Term"** is the initial term for Services, as described in the Services Agreement.

**"Intellectual Property Rights"** means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**"Negative Accrual"** occurs where the total liabilities associated with your account exceed the total available funds in the account during a given remit cycle.

**"Order Schedule"** means the schedule in the Agreement which itemizes and describes the Services we are willing to provide to you and any specific fees you are agreeing to pay us for such Services. Quotes and Annual Maintenance Invoices are considered the "order schedule."

**"Patron(s)"** mean(s) the individuals who purchase your products and/or services and who otherwise interact with the Software associated with our Services. Patrons are your customers, clients or members.

**"Patron Data"** means information about Patrons entered into the Software by you, your End Users or your Patrons. Patron Data may include (but is not limited to) personally identifiable information and/or Cardholder Data.

**"Payment Services"** means the payment and billing-related services that we may provide to you under the Agreement. Payment Services may be described in the Order Schedule or in a separate Addendum, and your receipt of Payment Services requires that you enter into a separate Sub-merchant Agreement with us.

**"Professional Services"** are any professional services provided outside of our initial unconfigured install of the Software associated with our Services. Professional services may include consulting, custom development work, implementation, supplemental or onsite training, remote training, or projects which generally fall outside the scope of the Agreement. Unless otherwise agreed, Professional Services will be documented under a separate Statement of Work and signed by the Parties.

**"Services"** mean any and all of those products and/or services offered by us to you under the Agreement. Services may include products or services related to software, hosting, hardware, implementation, support, training and/or payments. A specific itemization of Services can be found in the Order Schedule.

**"Services Agreement"** means the contract between you and us for Services. The Services Agreement, together

with any attachments, schedules or exhibits referenced therein, is broadly referred to as the "Agreement" between you and us.

**"Software"** means our proprietary technology software and any and all associated modules, websites, third party integrations and/or mobile applications (if applicable).

**"Software Fees"** mean those fees associated with your access to and use of our Software or any component thereof. Software Fees are charged annually unless otherwise agreed upon and as specifically described in the Order Schedule.

**"Splash Page"** means the main landing page for WebTrac. The Splash Page will have buttons, images, and links to other areas within WebTrac. It's the starting page from which a customer will navigate to all other programs, available activities, classes, etc.

**"Sub-Merchant Agreement"** means our Sub- Merchant Application and Agreement and Payment Service Terms and Conditions, which govern the terms and conditions under which we are willing to provide our Payment Services.

**"Support Fees"** mean those fees associated with our Support Desk, which enables customer support through live channels like phone and chat. We may charge Support Fees monthly or annually or as more specifically described in the Order Schedule.

**"Renewal Term"** means the period which immediately follows the expiration of the Initial Term, as described in the Services Agreement.

**"Team"** includes VS's employees, officers, directors, owners, attorneys, affiliates or representatives.

**"Term"** means the term for Services and includes both the Initial Term and any Renewal Terms, as applicable.

**"VS"** means RecTrac, LLC d/b/a Vermont Systems and its subsidiaries, successors and assigns. VS's business address is 12 Market Place, Essex Junction, VT 05452. VS may also be referred to in the Agreement as "Licensor," "we," "our," or "us."

## 2) ACCEPTANCE.

You accept the terms of the Agreement when you (a) click-sign your acceptance to an online version of the Services Agreement; (b) sign a hardcopy of the Services Agreement; and/or (c) access the Services or otherwise accept the benefits of Services. You expressly acknowledge that the person accepting the Agreement on your behalf has the proper legal authority to bind you as the Customer.

## 3) GRANT OF RIGHTS.

- a) **Grant of Rights by VS.** Upon the Effective Date, and subject to your timely payment of Fees and remaining in compliance with the Agreement, we grant to you a limited term, worldwide, non- exclusive, non-transferrable, non-assignable license to access and use our Services, including the Software, during the Term solely for the lawful operation of your business. The licensed rights described herein shall be limited to End Users authorized by you to access and use the Software, and your Patrons who have a legitimate right to access and use your products and/or services. The licensed rights conferred herein do not constitute a sale and do not convey to you or any third party any right of ownership in or to our Services, including the Software, or any of our Intellectual Property Rights. Upon termination of the Agreement for any reason, any rights granted by us to you will

automatically and without notice terminate. The method and means of providing the Services shall be under our exclusive control, management and supervision, although we will try to give your specific requests due consideration. Any rights not specifically granted under the Agreement are expressly reserved.

- b) **Grant of Rights by Customer.** Upon the Effective Date, and subject to our remaining in compliance with the Agreement, you grant to us a limited term, worldwide, non-exclusive license to access and use your Customer Data (including any Patron Data, as applicable) to deliver, monitor and maintain the Services in accordance with the Agreement. Any rights not specifically granted under the Agreement are expressly reserved.
- c) **Excess Use.** We will provide you with the number of authorized End User licenses as set forth in the Order Schedule to access and use the Software. You shall have access to functionalities in the Software that can generate reports indicating the number of authorized End Users accessing the Software at any given time. In the event that the number of concurrent End Users exceeds the number of allocated licenses described in the Order Schedule ("Excess Use"), we will notify you by email about such Excess Use and, if you do not reduce the Excess Use within 30 days of such notice, you will be required to pay for any Excess Use with additional licenses, which shall be described in a new invoice and which will automatically update the Order Schedule.
- d) **Prohibited Use.** You shall not use our Services in violation of the law, whether local, state or federal (including but not limited to the CAN-SPAM Act, the Telephone Consumer Protection Act, the Do-Not-Call Implementation Act, the Americans with Disabilities Act, or any consumer protection statute); to intentionally bypass a security mechanism in the System(s); to reverse-engineer the System(s), or any component thereof, regardless of the reason why; in a way that adversely impacts the availability, reliability or stability of the System(s), or any component thereof; to intentionally transmit material using the System(s) which contains viruses, Trojan horses, worms or some other harmful computer program; to send unsolicited advertising, marketing or promotional materials, whether by email or text, without the recipient's legally-valid consent; to commit fraud; to transmit material that infringes on the intellectual property right of others; to transmit material that is harassing, discriminatory, defamatory, vulgar, pornographic, or harmful to others; or in violation of this Agreement. Violation of this Prohibited Use policy may result in immediate suspension or discontinuation of Services, or legal action, which could result in civil damages or criminal punishment.

#### 4) TERM; TERMINATION.

- a) **Term.** You will be obligated to the Term as described in the Services Agreement, including any auto-renewal provisions.
- b) **Termination for Cause.** Prior to expiration of the Initial Term, either you or we may terminate the Agreement for cause (a) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period; (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; or (c) if the other party dissolves or ceases to do business in the ordinary course. If our termination of the Agreement is for cause, then you shall remain liable for any Fees covering the remainder of the Initial Term, or a Renewal Term, as applicable, after the effective date of such termination. Termination for cause will not preclude the non-breaching party from exercising any other rights or remedies permitted by law.
- c) **Termination for Convenience (Without Cause).** Either Party may terminate without cause after the initial term has ended and the Renewal term has begun and should you choose to terminate once you are in a **Renewal Term**, provide a 90-day advance written **notice of intent to cancel** before the end of the annual maintenance cycle date, and services will cease per the annual maintenance date. **MIDTERM CANCELATIONS WILL NOT BE ACCEPTED.**
- d) **Termination Notice.** For termination to be considered effective, you must send your termination notice via email to [AccountsReivable@vermontsystems.com](mailto:AccountsReivable@vermontsystems.com) or by writing to:

Vermont Systems, Inc. at 12 Market Place, Essex Junction, VT 05452.

**WE WILL NOT ACCEPT TERMINATION NOTICES OR REQUEST VIA PHONE CALL OR PHONE MESSAGES. ALL TERMINATION NOTICES MUST BE IN WRITING.**

## 5) FEES; PAYMENT TERMS.

- a) **Payment of Fees.** You agree to pay us all Fees permitted by the Agreement. Fees for specific Services are described in the Order Schedule and will be billed annually, or as you and we may decide. All Fees are based on Services provided, not on your actual usage. Except as permitted by the Agreement, all Fees paid are non-refundable.
- b) **Fee Commencement.** Upon the contract's execution, the initial invoice for the software subscription and hosting will be issued, and payment will be due. Contracts are considered fully executed when both parties have signed.
- c) **Due Date; Late Fees; Interest.** Payment is due within 30 days from the date you receive our invoice (the "Due Date"). All payments are due in U.S. dollars. Unpaid balances owed to us will accrue interest at the rate of 1.0% per month.
- d) **Error Reporting.** Please report any errors that you see on an invoice immediately. If you do not dispute a charge within 30 days after receiving it, you will be considered to have accepted the charge. Invoices are sent to the contact person on file. YOU ARE RESPONSIBLE FOR KEEPING ALL CONTACT INFORMATION CURRENT.
- e) **COLT Increase.** After the FIRST TWELVE (12) MONTHS of the initial Term, all Fees shall be subject to a cost of living and technology ("COLT") enhancement increase not to exceed five percent (5%) or the aggregate change in the CPI (Consumer Price Index). Subject to future appropriation by future council, VS reserves the right to apply the COLT enhancement to any fees after the FIRST TWELVE (12) MONTHS of the initial term AND at the start of each Renewal Term, in its sole and absolute discretion.
- f) **Breach for Non-Payment of Fees.** Payment not made within 30 days of the Due Date will result in an automatic breach of the Agreement and start the clock on a 20-day period in which to cure. If payment is still not received by the 51st day after the scheduled Due Date, we reserve the right to suspend Services until all outstanding Fees are paid. Continued non-payment of Fees more than 60 days after the Due Date will result in a default under the Agreement and will be considered seriously delinquent. In the event of default, all payments otherwise due to us under the Agreement will be accelerated and will be considered due and payable by you immediately, as of the date of default. We shall have no obligation to release any of your Customer Data until all outstanding Fees are paid in full. WE RESERVE THE RIGHT TO TAKE LEGAL ACTION ON ALL SERIOUSLY DELINQUENT ACCOUNTS.
- g) **Taxes.** If you are a tax-exempt organization, then this provision does not apply. We have no obligation to pay your taxes under any circumstances. Taxes may include value-added tax (VAT), a goods and service tax (GST), a sales tax, or use or withholding taxes assessed by a local, state, federal, provincial or foreign government entity (collectively, "Taxes"). Please make sure that you have taken appropriate steps to pay your Taxes.
- h) We are obligated to comply with all valid tax liens or levies associated with your business. If we must pay Taxes on your behalf, you agree to indemnify us, to the extent allowable by law for any such payments within 30 days from your receipt of a special tax-related invoice. This shall not be deemed a waiver of sovereign immunity or any other third-party defense

## 6) MODIFICATIONS.

- a) **Changing the Order Schedule.** You may add or remove Services during the Term at any time provided that we agree to such changes. We reserve the right to change our fees and/or introduce new charges at any time with at least 30 days prior notice to you, which notice may be provided by email. Regardless of whether our discussion with you about changes in Services occurred verbally or in writing, we will document any Service changes in an updated invoice which we will send to you for review. If you disagree with the Service change, as reflected in the invoice, please notify us immediately. If you pay the updated invoice, accept the benefits of any added Services, or fail to object to the updated invoice within 14 days after you receive it, we will consider you to have accepted the changes, which will be considered a valid modification of any Order Schedule then in place (which will, in turn, update the Agreement automatically). Modification of Services will not change the contract term.
- b) **Other Changes to the Agreement.** Except as otherwise described in this Section, no modification of the Agreement will be binding unless in writing and manually signed by an authorized representative of the parties.



## 7) CUSTOMER DATA.

- a) **Customer Data Generally.** You represent and warrant that you own or have appropriate rights to all of your Customer Data. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or rights to use of all Customer Data (including Patron Data, as applicable). Except as specifically provided for in the Agreement, we shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any of your Customer Data.
- b) **Open Database Connectivity (ODBC):** VS will support establishing an ODBC connection in environments where allowed (such as VS Premium Cloud Hosting). The database schema can be printed running the "RecTrac Dictionary Listing" report from within the RecTrac application. Current entity relationship diagrams are also available (can be accessed via VS FTP site). No other ODBC support services will be provided by VS, such as but not limited to development assistance and development troubleshooting.
- c) **Hosting Obligations.** Hosting of Customer Data on VS-controlled servers and systems does not come standard with all Agreements; Customers must specifically contract for hosting services and pay all associated Hosting Fees. IF VS CUSTOMER DOES NOT SELECT VS's HOSTING SERVICES, AND INSTEAD CHOOSE TO HOST CUSTOMER DATA ON ITS OWN SYSTEMS AND SERVICES, THEN WE MAKE NO WARRANTIES AND DISCLAIM ALL LIABILITY ASSOCIATED WITH SUCH CUSTOMER DATA OR CUSTOMER'S OWN HOSTING ACTIVITIES, INCLUDING (BUT NOT LIMITED TO) INCIDENTS RESULTING IN DATA BREACH, MISAPPROPRIATION OF CUSTOMER DATA, VIOLATIONS OF PRIVACY RIGHTS, AND/OR ANY OTHER SITUATION RESULTING IN DAMAGES OR MONETARY LOSS ARISING OUT OF OR RELATING TO THE HOSTING OR STORAGE OF CUSTOMER DATA.

8) **SPLASH PAGE.** Except for the template we provide, We disclaim all liability with respect to the WebTrac splash page including (but not limited to) compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194, the Americans with Disabilities Act, or any other applicable federal or state laws or regulations relating to accessibility for persons with disabilities.

9) **HARDWARE.** We shall have no obligation to provide you with the Hardware necessary to access our Services or use our Software. Any Hardware used must comply with our minimum system requirements. If we choose to provide you with Hardware, a description of such Hardware and pricing will be described in your Order Schedule. In the absence of specified pricing, we may provide you with Hardware at our then-current market rates. Full payment for Hardware and any related third-party software is due following delivery. The verification process must be completed so that all payments can be made within 30 days of delivery. Any VS-supplied Hardware will include warranties from the manufacturer or distributor, as applicable, for a specific period. We offer no warranties on Hardware.

10) **INSTALLATION; TRAINING.** We will provide an initial unconfigured install of the Software as part of the Fees you pay for Services. Subsequent installations or software configuration will be subject to additional charges on a "time and materials" basis at our standard rates. Based upon on a mutually agreed implementation plan, we will provide training and setup services at our standard rates (plus expenses - if any are incurred). Implementation and Training may be performed remotely or on-site. We also offer access to online training materials, including user reference manuals, installation planning guides, report listings, "FasTrac" how-to videos, online help, and a sample training database with tutorials. You may request follow-up or additional trainings at our then-current hourly rates, and subject to scheduling availability. Unless we agree otherwise, any additional training will occur online (remote). You may request on-site training at our then-current day rates, subject to scheduling availability. For on-site training, you will be responsible for all VS expenses associated with travel, lodging, meals and other necessary expenses associated to the project. If scheduled training is cancelled with less than three (3) weeks' notice, you will be responsible for any travel expense losses, plus an additional rescheduling/cancellation fee of 10% of the price per scheduled block of time/minimum \$125.00. On-site and/or remote training booked over a weekend or holiday may be subject to additional charges.

## 11) CUSTOMER SUPPORT.

- a) All Customers in good standing will receive online support and access to a VS support documentation library. Online support includes access to an online knowledge database, support videos accessible through the VS website, e-learning content and the ability to participate at no additional cost in periodic live webinars offered from time to time by VS. The VS support documentation library is accessible through the VS website and includes access to user reference manuals, installation planning guides, report listings, online help, and a sample training database with tutorials. Customers can print any number of copies needed to train staff and manage their business operation. Customers can access support channels online, 24 hours a day, 7 days a week. VS's standard support services are included with Customer's payment of Software Fees. Additionally, our customers will receive access to our award-winning "Support Desk," includes phone and chat support with a live VS support agent. Customers receiving support shall be responsible for paying Support Fees as described in the Order Schedule. The Support Desk is open for call-in phone support five (5) days a week, Monday through Friday, 8 am ET to 8 pm ET; real-time chat support is available five (5) days a week, Monday through Friday, 8 am ET to 5 pm ET. Support includes online portal case creation, email assistance and call-back services, and Customer ability to partake in remote-in live support services via Zoom, Microsoft Teams or Beyond Trust when applicable.
- b) **Customer Support Not Provided.** We do not provide the following customer support services as part of the Agreement: (a) Usage of after-hours emergency support, 8 pm ET to 8 am ET, Monday through Friday, and Saturday, Sunday and holidays, 24 hours, 7 days a week; (b) travel and out-of- pocket expenses for installation and on-site training services; (c) telephone support related to computer hardware, operating systems, networking, reinstallation and configuration of application software (including VIC), point-of-sale hardware, and access control hardware; (d) telephone support and/or training as a substitute for on-site training or classroom training; (e) VS application software WAN access configuration; (f) customized discovery, custom programming, development, and maintenance; (g) interfaces to export or import data from or to other application software databases; and (h) extended dedicated support to implement or change certain functions, such as switching from cash to accrual accounting or customizing WebTrac splash page; **(i) performing periodic VS software updates if database is on-premises; (j) purchase installation or configuration of SSL certificates for on-premises configurations;** and (k) data entry or database management. VS may provide some of these Services under a separate engagement, the terms of which should be agreed upon and documented in a signed Statement of Work.
- c) **Remote Access Authorization.** We will provide you with ongoing support for the proper functioning of our Services, including the Software, which we may provide or make available through remote access to your technology systems. Remote Access will be made available if needed upon request. By using our Services, or accessing our Software, you expressly authorize us to access your technology systems remotely, if needed, for the limited purpose of providing you with any support relevant to our Services. You shall be solely liability for the cost, interoperability, proper functioning, and security of any remote access facilities or methods used by you, and we shall not be deemed to be in violation of our obligations to you, nor in breach of the Agreement, as the result of our inability to remotely access your technology systems. We agree to use commercially reasonable efforts to comply with any of your published security-related protocols when remotely accessing your technology systems.

**12) PAYMENT SERVICES.** To be eligible for Payment Services, you must complete our Sub-Merchant Application and submit it to VS Company underwriting for approval. Once accepted, your Sub-Merchant Application will convert to a Sub- Merchant Agreement, inclusive of the Sub-Merchant Application and Agreement (SMAA) and our Payment



Service Terms and Conditions, which shall be considered part of the Agreement.

**13) PROFESSIONAL SERVICES.** We reserve the right to provide you with an estimate of fees for Professional Services based on the approximate number of hours we think will be reasonably required to complete an engagement, multiplied by a fixed hourly rate. If we underestimate the fees for Professional Services based on work actually performed, you will be responsible for any cost overruns at the same hourly rate. We will invoice you separately for cost overruns. To help you track and plan for any cost overruns, we will track our actual Professional Service hours and, upon written request, provide you with a weekly time report. Any specific details of an engagement for Professional Services should be described in a Statement of Work and signed by the parties. Any fees for Professional Services will be considered part of the Fees owed under the Agreement.

**14) CUSTOM DEVELOPMENT.** While we welcome any suggestions or comments you might have about how we can improve our products and services, we do not custom develop our Services (including the Software) to suit the business needs of any particular client. We will consider all suggested improvements to the Services, and, as we determine, will incorporate any approved items to our development roadmap. If there is a feature or functionality that you would like to see added to our Services, and you would like the project completed on a certain timeline, you can make a custom development request and, based on our staffing and other considerations, we will scope the project and provide you with a written quote which you can accept or reject. Custom development work will be considered a separate engagement for Professional Services and will be billed outside of the Agreement. Custom development work shall not be considered work-for-hire. We will own and control any product outcome of the engagement and we reserve the right to incorporate any new feature or functionality into our larger product or service offerings.

**15) OWNERSHIP RIGHTS.**

- a) What Belongs to VS. We reserve all title and interest to our Intellectual Property Rights. We alone own our Intellectual Property Rights, in addition to any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by you or any other party relating to our Services. In addition, we retain all rights, title and interest in and to our Software and any splash page designs that we may create and/or maintain on your behalf and license to you. The Vermont Systems™, VS™ and VS Payments™ names and logos are registered trademarks of Vermont Systems and no right or license is granted to use them without our express written permission.
- b) What Belongs to Customer. With the exception of Patron Data (which remains the property of individual Patrons), you reserve all rights, title and interest to your Customer Data. You own all rights, title and interest to Customer trademarks, service marks and other intellectual property. We reserve the right to withhold, remove and/or discard your Customer Data with thirty (30) days' notice for any breach, including without limitation, your non-payment of Fees.

**16) CONFIDENTIALITY.** A party (the "Receiving Party") shall not disclose the disclosing party's (the "Disclosing Party") Confidential Information to any person or entity, except to the Receiving Party's employees who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (b) to establish a party's rights under this Agreement, including to make required court filings. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire one year after the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination

or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

- 17) PROTECTION OF EDUCATIONAL INFORMATION.** We understand and acknowledge that in the performance of our Services, we may have access to private and confidential information regarding students, parents, guardians, faculty, donors, employees, staff, alumni (collectively, "Educational Information") that may be covered by the federal Family Educational Rights and Privacy Act ("FERPA"), or similar state laws. We will not disclose, copy, or modify any Educational Information without your prior written consent, or unless otherwise required by law. We will notify you if we become aware of a possible unauthorized disclosure or use of Educational Information.
- 18) CLIENT RESPONSIBILITY.** You shall be responsible for all liabilities arising out of your acts and omissions including any use of Vermont System's Software, products, and Hosting Services.
- 19) LIMITED WARRANTIES.** We represent and warrant that (a) we own the appropriate rights to license and/or sublicense our Services (including the Software); (b) the Services (including the Software) will conform with any then-available published specifications; (c) to the best of our knowledge, our Software is free of any viruses, Trojan horses, malware, spyware, ransomware or other harmful code; and (d) that there have been no violations of copyrights or patent rights in connection with the Services (including the Software) offered. We do not warrant that the Services (including the Software) will be entirely free from defect or error. EXCEPT AS SPECIFICALLY STATED HEREIN, THE SERVICES (INCLUDING THE SOFTWARE) ARE BEING PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND. EACH PARTY HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED. No advice or information, whether written or oral, obtained from us, or any member of our Team, will create any warranty not expressly made. If you are a California resident, you waive California Civil Code § 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
- 20) LIMITATIONS OF LIABILITY.**
- a) **EXCLUSIVE REMEDY.** YOUR EXCLUSIVE REMEDY FOR ANY FAILURE OF OUR OBLIGATIONS UNDER THE AGREEMENT SHALL BE YOUR RIGHT TO TERMINATE THE AGREEMENT FOR CAUSE AND WITHOUT PENALTY, AND ANY CREDITS WHICH MAY BE DUE UNDER AN APPLICABLE SERVICE LEVEL AGREEMENT (IF A SERVICE LEVEL AGREEMENT IS OFFERED AS PART OF THE AGREEMENT).
  - b) **EXCLUDED DAMAGES.** IN NO EVENT SHALL WE BE LIABLE OR RESPONSIBLE TO YOU FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICES OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE EXCEPT FOR VS WORKERS CAUSE OF PERSONAL INJURY OR PROPERTY DAMAGE WHILE ON LFUCG PROPERTY.
  - c) **DAMAGES CAP.** IN NO EVENT SHALL OUR LIABILITY TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCES EXCEED THE AMOUNT OF FEES YOU ACTUALLY PAID TO US FOR SERVICES IN THE TWELVE (12) MONTH PERIOD DIRECTLY PRIOR TO THE ACTION GIVING RISE TO ALLEGED LIABILITY.
  - d) **TIME LIMITATION.** YOU FURTHER AGREE THAT ANY CLAIM WHICH YOU MAY HAVE AGAINST US MUST BE FILED WITHIN THE APPLICABLE STATUTE OF LIMITATIONS AS DEFINED IN KENTUCKY LAW, OTHERWISE THE CLAIM SHALL BE PERMANENTLY BARRED.
  - e) **MATERIALITY.** THE LIMITATIONS IN THIS SECTION ARE A MATERIAL BASIS OF THE BARGAIN, AND THE TERMS OF THE AGREEMENT WOULD BE DIFFERENT WITHOUT SUCH LIMITATIONS. THE LIMITATIONS IN THIS SECTION ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THE AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. MULTIPLE CLAIMS WILL NOT ENLARGE ANY DAMAGES CAP DESCRIBED HEREIN.

- 21) HOLD HARMLESS.** To the extent permitted by law, you agree to hold us harmless against any claim, suit, demand or proceeding ("Claim") that arises from your actions, your use or misuse, of the Services (including, but not limited to, the Software); your breach of the Agreement or these Terms of Service; or your infringement on someone else's rights, including but not limited to, third party intellectual property rights. This shall not be deemed a waiver of sovereign immunity or any other third party defense.
- 22) DISPUTE RESOLUTION.** Many concerns can be resolved by calling us at (877) 883-8757. If a dispute cannot be resolved informally, this Dispute Resolution provision explains how claims (whether by you against us, or by us against you) will be resolved.
- a) **Definition.** "Claim" means any current or future claim, dispute or controversy relating in any way to our Agreement. Claim includes (a) initial claims, counterclaims, cross-claims and third-party claims; (b) claims based upon contract, tort, fraud, statute, regulation, common law and equity; and (c) claims by or against any third party using or providing any product, service or benefit in connection with our Agreement or the Software.
  - b) **Claim Notice.** Before beginning a lawsuit, mediation or arbitration, you and we agree to send a notice (a "Claim Notice") to each party against whom a Claim is asserted. The Claim Notice will give you and us a chance to resolve our dispute informally or in mediation. The Claim Notice must describe the Claim and state the specific relief demanded. Notice to you may be sent to your current mailing address or email address on file. You must provide your name, address and phone number in your Claim Notice. Your Claim Notice must be sent to Vermont Systems, Inc., ATTN: Legal, 12 Market Place, Essex Junction, VT 05452.
  - c) **Mediation.** Before beginning mediation, you or we must first send a Claim Notice. Within 30 days after sending or receiving a Claim Notice, you or we may submit the Claim for mediation. Mediation fees will be split equally, and the location for mediation shall be mutually decided between you and us. All mediation-related communications are confidential, inadmissible in court and not subject to discovery. All applicable statutes of limitations will be tolled until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a Claim to mediation will not affect your or our rights to elect arbitration.
- 23) NOTICES; GOVERNING LAW; JURISDICTION.**
- a) **General.** Whom you are contracting with under this Agreement, whom you should direct notices to under this Agreement, what law will apply in any lawsuit arising out of this Agreement, and which court can adjudicate any such lawsuit to this Agreement are as follows:

Whom you are contracting with:	RecTrac, LLC d/b/a Vermont Systems
Notices to be sent to:	12 Market Place Essex Junction, VT 05452 <a href="mailto:legal@vermontsystems.com">legal@vermontsystems.com</a>
Governing law is:	Kentucky
Courts having exclusive jurisdiction are:	State courts of Fayette County, Kentucky, or the U.S. District Court for the Eastern District of Kentucky, Lexington Division

- b) **Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) the first business day after sending by email (provided email shall not be sufficient for notices of termination except as otherwise described herein, or an indemnifiable claim). Notices to you shall be addressed to the designated contact person identified in the Services Agreement at the email address or physical address listed.
- c) **Agreement to Governing Law and Jurisdiction.** Each party agrees to the applicable governing law above with regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

## 24) GENERAL PROVISIONS.

- a) **Privacy Rights.** You are required to comply with our [Privacy Statement](#), which may be revised from time to time, and which is expressly incorporated into the Agreement.
- b) **Minimum System Requirements / Interoperability.** It is your responsibility to ensure your computer systems, internet connections, IT infrastructure, peripherals, systems, servers, mobile devices and/or workstations comply with the minimum system requirements necessary to receive our Services. We shall not be responsible for any internet speed or connectivity issues at your location, or other problems related to your technology equipment, including third-party internet service or your IT infrastructure. You shall be required to comply with our technical specifications.
- c) **Reference.** You agree that, within 30 days of the Effective Date, we may issue a new business press release about our business association and post your logo (after obtaining the express written permission of the LFUCG Public Information Office) and a brief description of your business on our website.
- d) **Independent Contractor Relationship.** Our legal relationship with you is that of an independent contractor. The Agreement does not form a partnership, franchise, joint venture, employment, agency and/or fiduciary relationship between you and us.
- e) **Non-Discrimination Endorsement.** We shall not discriminate in our employment practices and will render all Services under the Agreement without regard to race, color, religion, sex, sexual orientation, age, national origin, veteran's status, political affiliation, or disabilities. Specifically, we will abide by the requirements of Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972, and the Fair Housing Act of 1968, as amended.
- f) **Export Controls.** The Services and any derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on the United States

government's denied- party list. Additionally, you shall not permit End Users to access or use the Subscription Services while located in a United States embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea), or in violation of any United States export law or regulation.

- g) **Anti-Bribery.** You agree that neither your employees, agents or representatives have received or been offered any illegal or improper bribe, kickback, gift, or thing of value from us, or any member of our Team, in connection with the Agreement. If you learn of any violation of the above restrictions, you agree to promptly notify us.
- h) **Legal Advice.** All Professional Services and other information provided to you in the normal course of our business relationship should be considered for informational purposes only and is not to be taken as legal advice. You are advised to speak with your own independent counsel about all matters of a legal nature.
- i) **Waiver; Cumulative Remedies.** No failure or delay by either party in exercising any rights under the Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided in the Agreement are in addition to, and not exclusive, of any other remedies of a party at law or in equity.
- j) **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, we may assign this Agreement in its entirety without your consent, to our affiliates or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets not involving one of your direct competitors. Subject to the foregoing, the Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- k) **Force Majeure.** We shall not be in default under any provision of the Agreement or be liable for any delay, failure of performance, or interruption in Services (including the Software) resulting, directly or indirectly, from causes beyond our reasonable control, including but not limited to any of the following: earthquake, lightning or other acts of God; fire or explosion; electrical faults; vandalism; cable cut; water; hurricanes; fire; flooding; severe weather conditions; actions of governmental or military authorities; national emergency; insurrection, riots or war; terrorism or civil disturbance; strikes, lock-outs, work stoppages or other labor difficulties; supplier failure; shortage; or telecommunication or other internet provider failure.
- l) **Survivability.** Even if you terminate the Agreement with us, the following sections of the Agreement will still apply: Terms of Service Section (Hosting Obligations); (Confidentiality);(Protection of Educational Information); Limited Warranties); (Limitations of Liabilities); (Client Responsibilities); (Dispute Resolution); (Notice; Governing Law; Jurisdiction); (Legal Advice);(Force Majeure); and (Entire Agreement; Priority of Documents).
- m) **Severability.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of the other provisions of the Agreement, which provisions will remain in full force and effect. If any provision of this Agreement shall be deemed unenforceable by reason of its extent, duration, scope or otherwise, then the parties contemplate that the court making such determination will alter such provisions so that it is enforced and will enforce it in its altered form for all purposes contemplated by the Agreement.
- n) **Headings.** The bolded headings contained in the Agreement are for convenience of reference only, shall not be deemed to be a part of the Agreement and shall not be referred to in connection with the construction or interpretation of the Agreement.
- o) **Construction.** For purposes of the Agreement, wherever the context requires, the singular shall include the plural, and vice versa; the masculine gender shall include the feminine and neutral gender, and vice versa; and "and" shall include "or," and vice versa. Any ambiguities are to be resolved against the drafting party.
- p) **Entire Agreement; Priority of Documents.** The Agreement (including these Terms of Service) and any additional terms or Addenda, as applicable, make up the entire Agreement and supersede all prior agreements, representations, and understandings. All additional terms and/or Addenda will be considered incorporated into the Agreement when you agree to them. If there is an actual conflict or direct inconsistency between any of the attachments, schedules or exhibits referenced in the Services Agreement, then the following shall be the prioritization of documents that should be deemed to control and govern: first, any later-signed Addenda or Statement of Work (as applicable); then the Services Agreement; then the Service Level Agreement (as applicable); then the Terms of Service; then the Privacy Policy.
- q) **Electronic Signature.** The Agreement may be executed in any number of counterparts, each of which when executed shall be deemed an original, but such counterparts together shall constitute one and the same instrument. Delivery of executed counterparts by email, PDF, or other electronic delivery method shall be effective as delivery. Electronic signatures, including any click-sign process, will be deemed as original

- r) **Consent to Do Business Electronically.** By signing the Services Agreement, you consent to do business electronically, which means that you agree that all VS agreements and policies, including amendments thereto and documents referenced therein, as well as any notices, instructions, or any other communications regarding transactions and your agreements with VS may be presented, delivered, stored, retrieved, and transmitted electronically. You must keep us informed of any change in your electronic or mailing address or other contact information. Your electronic signature, including, without limitation clicking "Agree and Continue" or "I Accept" or an action of similar meaning or significance, shall be the legal equivalent of your manual signature. You may withdraw your consent to doing business electronically at any time by contacting us and withdrawing your consent. However, any communications or transactions between us before your withdrawal of such consent, will be valid and binding.

## 25) HOSTING SERVICES

- a) **HOSTING SERVICES.** Customer is adding VS's **Hosting Services** to the suite of products and services that it is receiving from VS, as reflected in the Order Schedule.

<input checked="" type="checkbox"/> Customer is getting <b>Standard</b> Hosting <b>VS STANDARD HOSTING SERVICE - SLA.</b> VS Standard Hosting Service Level Agreement (SLA) can be found here: <a href="#">VS Standard Hosting Service SLA</a> which may be revised from time to time, and which are expressly incorporated into the Agreement.	<input type="checkbox"/> Customer is getting <b>Premium</b> Hosting <b>VS PREMIUM HOSTING SERVICE - SLA.</b> VS Premium Hosting Service Level Agreement (SLA) can be found here: <a href="#">VS Premium Hosting Service SLA</a> which may be revised from time to time, and which are expressly incorporated into the Agreement.
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- b) **HOSTING OBLIGATIONS.** If Customer chooses us for Hosting Services, and we actually store Customer Data on a VS- controlled system or service, then, in addition to those terms and conditions described in our Privacy Policy, and provided Customer remains current in its payment of Hosting Fees and otherwise compliant with the Agreement, then we make the following limited representations and warranties with respect to our hosting services: we will, at all times during the Term of the Agreement: (a) maintain a comprehensive data security program which includes reasonable and appropriate technical, organizational and security measures against the destruction, loss, unauthorized access or alteration of Customer Data (including Patron Data, as applicable) which measures will be no less rigorous than the accepted security standards for similarly situated companies in the industry; and (b) provide our Hosting Services in a good and workmanlike manner; and (c) offer Hosting Services which, to the best of our knowledge, comply with applicable local, state or federal laws. The limited representations and warranties described herein shall be subject to any other limitations of liability described by the Agreement.
- c) **PAYMENT TERMS.** Payment Terms as listed in the Vermont Systems Terms of Service apply to Hosting Services, including the COLT increase.
- d) **BREACH FOR NON-PAYMENT OF FEES.** Breach for Non-Payment clause as listed in the Vermont Systems Terms of Service applies to Hosting Services.
- e) **PROHIBITED USE.** The Prohibited Use clause as listed in the Vermont Systems Terms of Service applies to Hosting Services.
- f) **OWNERSHIP RIGHTS.** The Ownership Rights clause as listed in the Vermont Systems Terms of Service applies to Hosting Services.
- g) **LIMITED WARRANTIES.** Limited Warranties Clause as listed in the Vermont Systems Terms of Service applies to Hosting Services.



## SERVICE LEVEL AGREEMENT (SUPPORT)

At Vermont Systems, we highly value our customers and are dedicated to delivering top-quality support services to ensure the seamless operation of your software systems. Our Service Level Agreement (SLA) defines the level of support you can anticipate from us, specifying our response times, issue resolution procedures, and overall support quality. With our proficient team of software professionals and unwavering commitment to customer satisfaction, you can rely on us to meet all your software support requirements with competence.

Terms not specifically described in this Service Level Agreement for Support ("Support SLA") shall have the meanings as set forth in Section 1 of the Terms of Service or elsewhere in the Agreement.

- 1. ELIGIBILITY.** This Support SLA shall apply only to Customers receiving Vermont Systems’ Support Desk, including "live" support channels by phone or chat. To be eligible for the Support SLA, Customers must be current in their payment of Fees to Vermont Systems and must remain compliant with the terms and conditions of the Agreement.
- 2. CASE PRIORITIES.** To provide high-quality support and to effectively assign resources to incoming cases, the following four types of case priorities have been identified:

**\*Final determination of priority will be agreed upon by the case contact(s) and Vermont Systems.**

Priority 1	Critical	Critical business impact occurs on a production system preventing business operations. End Users and Patrons are prevented from working within the Software with no workarounds. Examples include: Software crashes or goes off-line; functionality critical to business operation not available; data breach or loss of Customer Data.
Priority 2	Major	Significant business impact occurs on a production system severely impacting business operation. End Users and Patrons are impacted by the issue but may still be able to work in a limited capacity within the Software. Examples include significant performance degradation; functionalities important to business operation not available; loss of Software functionality has an escalating impact on business operations.
Priority 3	Medium	Minor business impact occurs on a production system that causes a partial or non-critical loss of functionality in the Software. A limited number of End Users and/or Patrons are affected.
Priority 4	Low	Issues occurring on a non-production system in the Software. Examples include: a question, comment, or enhancement.

**3. RESPONSE TIMES.** VS will respond and escalate support issues in accordance with the table below. All days referenced below are business days.

	<b>Priority 1 (within)</b>	<b>Priority 2 (within)</b>	<b>Priority 3 (within)</b>	<b>Priority 4 (within)</b>
Initial Response	1 hour	4 hours	24 hours	48 hours
Escalation Stage	VS will escalate within the operations team. Operations will engage development resources as needed. Notification will be made to Operations leadership for issue awareness.  Communication cadence on specific cases will be defined by the case contact(s) and Vermont Systems on a case-by-case scenario.			

**4. CUSTOMER REPORTING CHANNELS; PROCESS.** Support Desk Customers experiencing support issues must report customer support concerns through VS's established support channels, including:

- a) **Customer Support Portal:** accessed by going to [support.vermontsystems.com](https://support.vermontsystems.com) available (24/7)
- b) **Chat Support:** available through the support portal – Monday through Friday, 8 AM – 5 PM
- c) **Email:** [support@vermontsystems.com](mailto:support@vermontsystems.com)
- d) **Customer support line:** 877-883-8757, leave voicemail, (monitored during business hours only). 8AM - 8PM eastern time, Monday - Friday.
  - **After-Hours Emergency Support:** Leave voicemail at 802-490-1911 — receive VS Support response within 15 minutes. (After hours emergency support fees apply)

All issues or questions reported to support are tracked with a support case that contains at a minimum the Customer account name, contact person, software product and version, module and/or menu selection, detailed description of the issue, and any other pertinent information. Case statuses are viewable on the VS support portal. Each case is stored in a queue and the first available support representative will be assigned to the next case issue based on priority. While reviewing the case issue, the assigned support person will contact the Customer, if additional information is needed. The VS support person will either resolve the issue or advise Customer regarding the status and the course of action being taken to resolve it. All correspondence and actions associated with a case are tracked in the support database. If the issue needs to be escalated to a development resource, Customer will be informed. While issues escalated to development will be scheduled for resolution, they may not be resolved immediately depending on the nature and complexity of the issue. Customer may view the development status at any time.

**5. Open Database Connectivity (ODBC):** VS will support establishing an ODBC connection in environments where allowed (such as VS Premium Cloud Hosting). The database schema can be printed running the “RecTrac Dictionary Listing” report from within the RecTrac application. Current entity relationship diagrams are also available (can be accessed via VS FTP site). No other ODBC support services will be provided by VS, such as but not limited to development assistance and development troubleshooting.



**Prepared For:** Lexington Fayette Urban County Government

Lexington, KY

**Contact Name:** Chris Cieri,

**Contact Email:** ccieri@lexingtonky.gov

**Contact Phone:**

**Prepared By:** Joshua Jacobs (Sales Account Manager)

**Email:** JoshuaJ@VermontSystems.com

**Toll Free:** 877-883-8757

**Direct Phone:** 802-276-5159

**Explanation of Quote:** Bundle: VS Cloud Hosting & WebTrac App

**Notes:**

Application Software Add-Ons	Qty	Unit Price	Discount	Price
WebTrac App Workgroup Plus - One Time Onboarding Fee †(7)	1	\$3,500.00	\$1,000.00	\$2,500.00
<b>Tax:</b>				<b>\$0.00</b>
<b>Total:</b>				<b>\$2,500.00</b>

Services (recurring)	Qty	Unit Price	Monthly	Discount	Price
<b>VSI Cloud</b>					
VS Cloud Hosting Standard Service - Add'l Users Monthly † (10)	30	\$40.00	\$840.00	\$360.00	\$10,080.00
VS Cloud Hosting Standard Service - First 5 Users Monthly †(11)	1	\$675.00	\$470.00	\$205.00	\$5,640.00
WebTrac App - Workgroup Plus (+) †(8)	1	\$1,000.00	\$800.00	\$200.00	\$9,600.00
<b>Tax:</b>				<b>\$0.00</b>	
<b>Total:</b>				<b>\$25,320.00</b>	

Services (non-recurring)	Qty	Unit Price	Price
<b>Vermont Systems Scheduled Service Cancellation Policy</b>			
Cancellation Fee Policy - See Footnotes †(4)	1	\$0.00	\$0.00

**TOTALS:**

Application Software Add-Ons	\$2,500.00
Services (recurring) (prorated year 1)	\$25,320.00
<b>Total:</b>	<b>\$27,820.00</b>

For planning purposes, the annual recurring cost will be: \$25,320.00

† **Footnotes:**

## 4 Scheduled Service Cancellation Fees:

10% of the price per scheduled block of time/minimum \$175.00

How to avoid Cancellation Fees:

- Hourly Services – Customer is required to provide notice at least 3 business days prior to the scheduled training.
- Multi Day or On-Site Services – Customer is required to provide notice at least 3 weeks prior to the scheduled training.

## 7 WebTrac App - One Time Initial Setup Fee (includes 4 hours of application training, remote based)

Billing Note: Billing for WebTrac App Setup fee will occur on the date of the App Implementation kick off call.

## 8 WebTrac App -- Workgroup Plus level

The WebTrac App requires an Apple Developer License, which you as the App account owner must provide. The annual subscription fee for this license is \$99 (Paid directly to Apple).

Billing Note: Billing for WebTrac App will occur on the date of the App Implementation kick off call.

## 10 The Additional User Hosting Services Fee does NOT include the Vermont Systems application software and Progress software annual maintenance fees.

Prior to selecting the hosting option, we require customer to test/verify connectivity from all locations to ensure satisfactory performance. Please contact Vermont Systems Sales for additional information and scheduling, 877-883-8757 - Option #2 or email at: [sales@vermontsystems.com](mailto:sales@vermontsystems.com).

## 11 The base Hosting Services Fee does NOT include the Vermont Systems application software and Progress software annual maintenance fees.

Prior to selecting the hosting option, we require customer to test/verify connectivity from all locations to ensure satisfactory performance. Please contact Vermont Systems Sales for additional information and scheduling, 877-883-8757 - Option #2 or email at: [sales@vermontsystems.com](mailto:sales@vermontsystems.com).

Please refer to Vermont Systems legal page for Privacy Policy information: <https://www.vermontsystems.com/legal>



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0040-26**

**File ID:** 0040-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Water Quality

**File Created:** 01/08/2026

**File Name:** Tetra Tech Inc. Design/Construction Administration  
Services

**Final Action:**

**Title:** Authorization to execute an agreement with Tetra Tech Inc. for the North Elkhorn PS WWS Tank NE-1 design and construction administration services, pursuant to RFP #38-2025. This is for the construction of a new pumpstation which will accept gravity flow from two pumpstations that will be eliminated in the future. The cost of services is \$1,495,000.00. Budget amendment in process. (L0040-26)(Martin/Albright)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Tetra Tech-Contract, NE\_WWS\_map, RESO  
0040-26 Tetra Tech Inc. DesignConstruction  
Administration Services 4937-3239-9240 v.1.docx

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:** Christina King/ Bob Peterson

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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### Text of Legislative File 0040-26

#### Title

Authorization to execute an agreement with Tetra Tech Inc. for the North Elkhorn PS WWS Tank NE-1 design and construction administration services, pursuant to RFP #38-2025. This is for the construction of a new pumpstation which will accept gravity flow from two pumpstations that will be eliminated in the future. The cost of services is \$1,495,000.00. Budget amendment in process. (L0040-26)(Martin/Albright)

#### Summary

Authorization to execute an agreement with Tetra Tech Inc. for the North Elkhorn PS WWS Tank NE-1 design and construction administration services, pursuant to RFP #38-2025. This is for the construction of a new pumpstation which will accept gravity flow from two

pumpstations that will be eliminated in the future. The cost of services is \$1,495,000.00.

Budget amendment in process. (L0040-26)(Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** Yes J. Todd Henning 1/2/26

**Risk Management:** No

Fully Budgeted [select]: Yes

Account Number: 4003-303408-3466-92811

This Fiscal Year Impact: \$1,495,000.00

Annual Impact: \$

Project: PWSW\_NEPSTANK26

Activity: CONSENT\_DE

Budget Reference:

Current Balance: BA in process

## ENGINEERING SERVICES AGREEMENT

**THIS IS AN AGREEMENT** made as of \_\_\_\_\_, 2025, between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A (“**OWNER**”) and **Tetra Tech** with offices located at 414 Hargett Circle, Suite 110, Lexington, KY 40503 (“**CONSULTANT**”). **OWNER** intends to proceed with the Engineering Services as described in the attached **EXHIBIT A**, Scope of Engineering Services and Related Matters RFP #38-2025 **North Elkhorn PS WWS Tank** (the “**PROJECT**”). The **CONSULTANT** shall perform professional engineering services and deliverables as described in **EXHIBIT A** which include customary master planning, civil, geotechnical, electrical, mechanical, structural, programming, water quality and sanitary engineering services as related to providing the deliverables specific to this agreement—that will assist the **OWNER** in successfully implementing the **PROJECT** and complying with any requirements which are related to the Consent Decree entered in a case styled *United States & Commonwealth of Kentucky v. Lexington Fayette Urban County Government*, United States District Court for the Eastern District of Kentucky, Civil Action No. 5:06-cv-386-KSF (the “**CONSENT DECREE**”). The services are hereinafter referred to as the **PROJECT**. The primary goal of the **PROJECT** is to provide the **OWNER** with the technical support necessary to successfully meet the obligations and deadlines of the **CONSENT DECREE**. **OWNER** and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

**CONSULTANT** shall provide professional consulting services for **OWNER** in all phases of the **PROJECT** to which this Agreement applies, serve as **OWNER'S** professional engineering representative for the **PROJECT** as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

### **SECTION 1 - BASIC SERVICES OF CONSULTANT**

#### **1.1. General**

**CONSULTANT** shall perform professional services as hereinafter stated that include customary civil, geotechnical, structural, mechanical, electrical and sanitary engineering services incidental thereto.

#### **1.2. Incorporated Documents**

The following documents are incorporated by reference as part of this Agreement:

1. The **CONSENT DECREE**, as may be amended, including all appendices.
2. **EXHIBIT A** – Scope of Engineering Services and Related Matters RFP #38-2025 (Including Addendums).
3. **EXHIBIT B** – Certificate of Insurance and Evidence of Insurability.
4. **EXHIBIT C** – Proposal of Engineering Services and Related Matters (the **CONSULTANT**’s response to RFP #38-2025).
5. **EXHIBIT D** – Further Description of Basic Engineering Services and Related Matters.

To the extent of any conflict among the provisions of these documents and/or this Agreement, the provisions of this Agreement shall control, followed by the provisions of **EXHIBIT A**, then **EXHIBIT D**, and then **EXHIBIT C**.

### **1.3 Project Phase**

A complete description of the duties and responsibilities of the **CONSULTANT** are as indicated in **EXHIBIT A**, Scope of Engineering Services and Related Matters RFP #38-2025, **EXHIBIT C** Proposal of Engineering Services and Related Matters, and **Exhibit D** Further Description of Basic Engineering Services and Related Matters. After written authorization to proceed from the **OWNER**, **CONSULTANT** shall:

- 1.3.1.** Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**. **OWNER** has the right to approve the Project Engineer, or any change thereto, which approval shall not be unreasonably withheld.
- 1.3.2.** The **CONSULTANT** **must perform all duties necessary to fully complete the deliverables as further described in attached EXHIBIT A**, Scope of Engineering Services and Related Matters RFP #XX-2024, attached **EXHIBIT C**, Proposal of Engineering Services and Related Matters, and attached **EXHIBIT D** Further Description of Basic Engineering Services and Related Matters **unless otherwise agreed to in writing by the parties**.
- 1.3.3** The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.3.4.** The **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT** unless otherwise described in Exhibit A. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.
- 1.3.5.** After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall submit five (5) copies (hardcover) unless otherwise described in Exhibit A. One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If it is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy unless otherwise described in Exhibit A.
- 1.3.6** Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

## **SECTION 2 - EXTRA WORK BY CONSULTANT**

- 2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this **PROJECT** other than provided by the expressed intent of this Agreement. Such work shall be considered as Extra Work, subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as Extra Work and shall be paid as such.
- 2.2. All Extra Work is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

### **SECTION 3 - OWNER'S RESPONSIBILITIES**

#### **OWNER shall:**

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the **PROJECT**, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.
- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and provide written approval or disapproval thereof within a reasonable time so as not to delay the services of **CONSULTANT**.
- 3.4. Designate in writing a person to act as **OWNER'S** representative agent with respect to the services to be rendered under this Agreement (see Section 8.1.1.). Such person shall have complete authority to transmit instructions, receive information, interpret, and define **OWNER'S** policies and decisions with respect to materials, equipment, elements, and systems pertinent to **CONSULTANT'S** services.
- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of **CONSULTANT**.
- 3.6. Furnish or direct **CONSULTANT** to provide, Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

### **SECTION 4 - PERIOD OF SERVICES**

- 4.1. Time is of the essence in the performance of this Agreement. **CONSULTANT** is aware that the **OWNER** is subject to penalties for non-compliance with the **CONSENT DECREE** deadlines. See attached **EXHIBIT A** for the overall current project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.

- 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.
  - 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.
  - 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT** within sixty (60) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT** or otherwise adjusting the scope of the services or work.
  - 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under “DISPUTES” of this Agreement shall apply.
- 4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** shall be held liable for any financial penalties incurred by the **OWNER** as a result of the delay, **including but not limited to those assessed pursuant to the CONSENT DECREE**. Section 6.5 of this Agreement (**Disputes**), shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. The **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will attempt to resolve the delay.

## **SECTION 5 - PAYMENTS TO CONSULTANT**

### **5.1. Methods of Payment for Services of CONSULTANT.**

#### **5.1.1. For Basic Services**

**OWNER** shall issue individual task orders for each work assignment performed under this Agreement by **CONSULTANT** or its sub-consultant/s. Each task order shall contain scope of work, fee, and schedule for performance of the work. Individual task orders shall be of the form included in **EXHIBIT D**.

- 5.1.1.a Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT D** or as amended in accordance with provisions therein.
- 5.1.1.b Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.
- 5.1.1.c Each task order issued shall receive prior written approval of **OWNER** prior to **CONSULTANT** proceeding with said work. The **OWNER's** designated agent in Section 8.1.1. shall be the only person authorized to provide such approval.

#### **5.1.2. For Extra Work**

Extra Work shall be paid for by the **OWNER** on the basis of a fixed fee, the amount of which shall be determined by negotiation. The **OWNER** shall have the



right to negotiate alternate methods of payment for Extra Work if the **OWNER** determines that the fixed fee basis is not feasible. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon the amount of payment for Extra Work, then the amount of such payment shall be determined pursuant to Section 6.5 (**Disputes**).

## **5.2. Times of Payment**

**5.2.1** **CONSULTANT** shall submit to **OWNER** detailed monthly statements for Basic Services and Extra Work rendered. The Statements will be based upon **CONSULTANT'S** estimate of the proportion of the total services actually completed at the time of billing. **OWNER** shall respond to **CONSULTANT'S** monthly statements within thirty (30) days, either denying payment or making payment.

## **5.3. Other Provisions Concerning Payments**

**5.3.1.** In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered for which it has not already been paid 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 **CONSULTANT**.

**5.3.2.** In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered for which it has not already been paid, and the amount to be paid shall be determined by the **OWNER**.

## **SECTION 6 - GENERAL CONSIDERATIONS**

### **6.1. Termination**

**6.1.1.** **CONSULTANT** may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.

**6.1.2.** The **OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

### **6.2. Ownership and Reuse of Documents**

All documents, including raw data, reports, drawings and specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

### **6.3. Legal Responsibilities and Legal Relations**

- 6.3.1.** The **CONSULTANT** shall familiarize itself with and shall at all times comply with the **CONSENT DECREE** and all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.
- 6.3.2.** In performing the services hereunder, the **CONSULTANT** and its consultants, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including consultants, and shall save and hold **OWNER** harmless therefrom.
- 6.3.3.** The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

### **6.4. Successors and Assigns**

- 6.4.1.** **CONSULTANT** binds itself and its partners, successors, assigns and legal representatives to this Agreement. **CONSULTANT** shall not assign any interest in this Agreement without prior written consent of **OWNER**. **OWNER'S** consent shall not relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.
- 6.4.2.** **In no event shall the CONSULTANT subcontract more than fifty percent (50%) of the work, based upon dollar value of the work.**
- 6.4.3.** Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

### **6.5. Disputes**

Except as otherwise provided in this Agreement, any dispute hereunder may be resolved by agreement of the **OWNER'S** Agent (Section 8.1.1) and the **CONSULTANT**. In the absence of such an agreement, the dispute shall be submitted to the **OWNER'S** Commissioner, Department of Environmental Quality, whose decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

## **6.6. Accuracy of Consultant's Work**

**CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered. **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by **OWNER**, and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to **OWNER**, **CONSULTANT** has made an incontrovertible representation that the information is accurate within the appropriate standard of skill and care. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for **OWNER** to terminate this Agreement.

## **6.7. Security Clause**

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

## **6.8. Access to Records**

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

## **6.9. Risk Management Provisions, Insurance and Indemnification**

### **6.9.1. DEFINITIONS**

The **CONSULTANT** understands and agrees that the Risk Management Provisions of this Agreement define the responsibilities of the **CONSULTANT** to the **OWNER**.

As used in these Risk Management Provisions, the terms “**CONSULTANT**” and “**OWNER**” shall be defined as follows:

- a. CONSULTANT** means the consultant and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
- b. OWNER** means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest.

### **6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- a. It is understood and agreed by the parties that **CONSULTANT** hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of **CONSULTANT** or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter “**CONSULTANT**”) under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- b. **CONSULTANT** shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter “**OWNER**”) from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney’s fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by **CONSULTANT**’s performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the **CONSULTANT**; and (b) not caused solely by the active negligence or willful misconduct of **OWNER**.
- c. Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney’s fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement.
- d. In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys’ fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld.
- e. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- f. **OWNER** is a political subdivision of the Commonwealth of Kentucky. **CONSULTANT** acknowledges and agrees that **OWNER** is unable to provide

indemnity or otherwise save, hold harmless, or defend the **CONSULTANT** in any manner.

### **6.9.3. DAMAGES RELATED TO NONPERFORMANCE OR DELAY BY CONSULTANT**

In the event that **CONSULTANT'S** delay or other nonperformance of its obligations hereunder results in the imposition of penalties against the **OWNER** pursuant to the **CONSENT DECREE**, or the **OWNER** otherwise suffers damage as a result of such delay or nonperformance, **CONSULTANT** shall be solely liable to **OWNER** for any and all such damages, including any costs and attorney's fees.

### **6.9.4. FINANCIAL RESPONSIBILITY**

The **CONSULTANT** understands and agrees that the **CONSULTANT** shall, prior to final acceptance of the **CONSULTANT'S** proposal and the commencement of any work; demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Agreement.

### **6.9.5. INSURANCE REQUIREMENTS**

#### **6.9.5.1. Required Insurance Coverage**

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

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Professional Liability	\$1 million per occurrence, \$ 2 million aggregate
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.

- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER**.
- c. The General Liability Policy shall include Business Interruption coverage.
- d. The Contractor shall carry Builders Risk coverage at a level sufficient to cover the replacement cost of any equipment or machinery used at the work site, if applicable.
- e. The General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage unless it is deemed not to apply by **OWNER**.
- f. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by **OWNER**. (**OWNER** does not need to be named as additional insured).
- g. **OWNER** shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- h. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to **OWNER**.
- i. Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### **6.9.5.2. Renewals**

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

#### **6.9.5.3. Right to Review, Audit and Inspect**

**CONSULTANT** understands and agrees that **OWNER** may review, audit and inspect any and all of **CONSULTANT'S** records and operations to ensure compliance with these Insurance Requirements.

### **6.9.6. SAFETY AND LOSS CONTROL**

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

#### **6.9.7. DEFINITION OF DEFAULT**

**CONSULTANT** understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default under this Agreement. **CONSULTANT** also agrees that **OWNER** may elect as its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging **CONSULTANT** for any such insurance premiums purchased, or suspending or terminating this Agreement.

### **SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, the **CONSULTANT** agrees as follows:

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

### **SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES**

- 8.1. This Agreement is subject to the following provisions.
  - 8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this





**EXHIBIT A**

**Scope of Engineering**

**Services and Related Matters**

**RFP #38-2025**



# Lexington-Fayette Urban County Government

## Request for Proposals

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #38-2025 Design and Preparation of Contract Documents and Services During Construction**

**North Elkhorn Pump Station and Wet Weather Storage**

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 13, 2025**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

**There will be a preproposal meeting on October 16, 2025, at 1:30 PM EST located at 125 Lisle Industrial Avenue Lexington, Kentucky.**

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																	
<b>Total:</b>																	

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](mailto: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](mailto: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 (TSMSSDC)  
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](mailto: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



## **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:	_____	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.**

**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.

---

**Company**

---

**Date**

---

**Company Representative**

---

**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, safety 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.

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Signature

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Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**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:

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
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.





**Request For Qualifications and Proposals Design and Preparation of Contract Documents and Services During Construction  
North Elkhorn Pump Station and Wet Weather Storage  
RMP Project Number: NE-01  
LFUCG Bid Number 38-2025**

**Request For Fee Proposal**

The Lexington-Fayette Urban County Government (LFUCG), through its Division of Water Quality (DWQ), is requesting a Statement of Qualifications and Fee Proposal for professional engineering services related to Design, Services During Bidding, Resident Observation services, and Contract Administration through construction, for the North Elkhorn Pump Station and Wet Weather Storage facilities, hereinafter referred to as the NE3PS Project. This Request for Proposal (RFP) clarifies the description of work and schedule for the Design Consultant. The DWQ will select the Design Consultant based on qualifications and ratings as defined in the "Design Consultant Rating Criteria" Section on Pages 6 and 7.

**Background and Project Description**

Lexington currently operates two Class A sanitary pumping stations in the North Elkhorn Sewershed:

- North Elkhorn #1 (NE1) – located at 2201 Elkhorn Road, it is the primary station that delivers flow to Town Branch WWTP.
- North Elkhorn #2 (NE2) – located at 2589 Winchester Road, it delivers flow to NE1.

In accordance with Section VII, paragraph G of the Consent Decree, DWQ has prepared and submitted to the Environmental Protection Agency (EPA) and the Kentucky Division of Enforcement (DOE) its Remedial Measures Plan (RMP), Groups 1, 2, and 3. The Group 3 RMP



calls for construction of a Wet Weather Storage facility serving the NE1 pump station. Lexington is expanding the scope of this RMP project to accommodate both the Consent Decree and recent expansion of the service area. This expanded scope is described below and is known as the NE3PS Project with construction completion by the following date:

- NE3PS (RMP Reference: NE-01) Construction Completion – End of 2028

The proposed design of NE3PS will incorporate the required components for a Class A Pump Station per LFUCG's Pump Station Manual and will be located per the attached map. This proposed site is located in the rear of 1941 Hume Road, Lexington, KY 40516, along Interstate 64 and access road off Hume Road.

The NE3PS will be designed to pump wastewater flows up to the design 2-year, 24-hour storm event per the future conditions model. The proposed facility improvements consist of a dry weather (duty) pump station (DWPS), wet weather pump station (WWPS) including a diversion structure (DS), wet weather storage tank (WWS) along with the required conveyance improvements (approximately 4,600 LF 30-inch PVC force main and 5,200 LF of 48-inch PVC gravity trunk sewer).

The existing North Elkhorn #1 Pump Station (NE1) currently receives flow from an influent trunk sewer and the North Elkhorn #2 pump station (NE2) 24-inch force main. The proposed North Elkhorn 3 Pump Station will be a regional facility, will eliminate NE1, have the capacity to eliminate NE2, and will be located approximately 1 mile downstream along the North Elkhorn Creek at the lowest point of the expansion area water/sewershed and where the creek crosses under I-64. A new 48-inch trunk sewer will convey the flow from NE1 to NE3PS. The existing NE1 structure will be evaluated for repurpose as part of a separate contract. . The new NE3PS DWPS will have an initial capacity of 18 mgd but designed to be expandable to convey 23 mgd in the future as development and Lexington grows. The DWPS will be accompanied by a 22 mgd WWPS and a minimum 9.25 MG above ground, prestressed, concrete WWS tank with a dome cover. An internal DS included in the facility will initially divert flows above 18 mgd into the WWPS to be conveyed to the WWS tank. Once NE3PS is expanded to 23 mgd the DS settings will be modified to accommodate the additional DWPS capacity while still diverting the peak wet



weather flows (PWWF) to the WWPS filling the WWS tank. The WWPS will also be expandable from 22 mgd to 27 mgd to accommodate full development and build out of the area.

Per the updated CAP modeling a DWPS capacity of 18 mgd and a WWPS capacity of 22 mgd is required. As mentioned above, the proposed NE3PS includes both a (duty) dry weather and wet weather pumps (WWP) and wet wells. A 42-inch diameter force main will be required to maintain acceptable velocities in the force main between the WWPS to the WWS tank. This results in a maximum velocity of 4.34 fps at peak flow. A 30-inch force main will be required to maintain acceptable velocities in the force main between NE3PS DWPS and the existing NE1 force main.

***The Design Consultant shall utilize LFUCG’s “Sanitary Sewer and Pump Station Manual 2009” issued January 2009 along with “Sanitary Sewer and Pump Station Manual Amendment No. 1” Issued October 2018 and “Sanitary Sewer and Pump Station Manual Amendment No. 2” Issued December 2020 in the preparation of all deliverables. Any deviations in the requirements noted in this Request for Proposal and other LFUCG Technical Memorandum or Documents shall be reported to LFUCG immediately for clarification. LFUCG reserves the right to wave any requirements listed within the Manual. The manuals can be found at the link below, under Planning and project design. <https://www.lexingtonky.gov/government/departments-programs/environmental-quality-public-works/engineering/new-development-redevelopment-construction-demolition-projects> or scanning the QR code:***



Questions regarding the scope of the project shall be submitted through the LFUCG IonWave questions portal.

## **Design Consultant Rating Criteria**



DWQ plans to select the most responsive and qualified firm based on the following rating criteria and weighting scale:

- **Proposed Fee (10 Points)**, 3 pages maximum
  - a. Representative of the services required for each Task.
  - b. Demonstrates Design Consultant's familiarity with the Scope of Services.
  - c. Fee Proposal sheet shall be completed and submitted with proposal.
- **Degree of local employment (Bluegrass ADD counties) (10 Points)**
  - a. More points for awarded for % of team withing BGADD District.
- **Past performance on projects similar in scope or complexity (30 Points)**, 5 pages maximum
  - a. For the past five (5) year period, the ability to design projects within specific project budgets and schedules.
  - b. Provide a list of minimum three (3) similar projects over the past ten (10) years including Project Name, Description, Total Construction Cost, Client Contact Information, and the Date the Project was Substantially Completed.
  - c. Knowledge and experience with DWQ's Standards and Manuals and Record of compliance with LFUCG and other regulatory agencies will be awarded more points.
- **Project Manager experience and capability (25 Points)**, 2 pages maximum
  - a. Ability to manage design activities on projects similar in scope and magnitude.
  - b. Knowledge and understanding of applicable Codes, Standards, and other design requirements.
  - c. Past performance with LFUCG/DWQ.
  - d. Ability to effectively communicate, respond, and relay critical project information to the Project Team.
  - e. The Project Manager's name and information shall be included on the Fee Proposal sheet.
- **Project Team experience and capability (25 Points)**, 5 pages maximum (not including resumes)
  - a. Provide org chart with names, disciplines, firm association, and office



locations.

- b. Knowledge and experience of the Process Mechanical technical lead(s).
- c. Knowledge and experience of instrumentation and controls (I&C) technical lead(s).
- d. List quality assurance and quality control methods and procedures.
- e. Number of years the firm(s) have been in business.
- f. Location of project team offices relative to the Project Site.
- g. Equal employment opportunity regulations, policies, and procedures.
- h. One-page resumes of key project team.



## Scope of Services

With respect to the proposed improvements, the following professional services are required and shall be included in Design Consultant's scope and lump sum price.

### Task 1: Site Evaluation – Tree Survey (If required)

1. The Design Consultant shall retain a licensed arborist to survey and identify any tree within the project area for which protection will be required per Article 26 of the LFUCG Zoning Ordinance. Considerations will be given to any identified American Elm, Bur Oak, Blue Ash, Buckeye, Chinkapin Oak, Kentucky Coffee tree, Shellbark Hickory, Shumard Oak, or Yellowwood tree. The results shall be documented in Technical Memorandum (TM) No. 1: Tree Survey. Included in TM No. 1 shall be recommendations for protection of identified protected trees. The deliverable for this item shall be TM No. 1.

### Task 2: Preliminary Design and Field Evaluation

1. Lexington has engaged Banks Engineering to conduct the field surveying necessary to prepare exhibits for easement acquisitions and fee simple property acquisition. Their proposed scope of work includes the development of a preliminary pipeline alignment. Proposers for this RRP should familiarize themselves with that scope of work and the finished work products to avoid duplication of work / conflicts with acquired right of way.
2. Provide Kentucky Licensed Surveyor to perform a field topographic survey of the NE3PS project to include the following elements at a minimum:
  - a. Conduct field surveys with appropriate referencing to locate topographical features not shown on existing mapping. Confirm critical locations and elevations necessary for design including but not limited to existing sanitary sewer inverts and other utilities.



- b. Conduct exploration, excavation, and surveying of all underground structures and utilities within the project corridor to determine sizes, depths, materials, and locations.
  - a. Notwithstanding requirements noted herein, provide adequate field surveying service to prepare design documents in accordance with LFUCG's "Sanitary Sewer and Pump Station Manual" including Amendments No.1 and No. 2.
  - b. Location of any above-ground utilities as needed for this scope of work.
  - c. Location and elevation of any underground utilities Design Consultant to provide ground-penetrating radar, vacuum excavation, or similar locating services for any critical existing underground piping, utilities, or other structures which require verification for design and construction as listed in the scope of work. (See "Allowance: Location of Underground Utilities" on the "Propose Fee" worksheet). Costs for work items covered under the Location of Underground Utilities Allowance will be reimbursed to the Design Consultant based on submission of actual invoices.
  - d. Topographic grade shots as required for generation of final grading plan with min. +/- 6" contours.
  - e. Prepare a topographic survey of the project corridor. Project benchmarks shall be set in concrete or shall be established on a permanent concrete structure (e.g., bridge or culvert) at intervals of 1,000+/- feet and at least one located near the PS site. Benchmarks shall be tied to Kentucky State Plane North Zone. Benchmarks shall be located outside of the construction easement, but within an existing easement or right-of-way.
  - f. ROW and any structures or features including the final FM connection manhole between the proposed PS and final MH.
  - g. Engineer of Record shall initiate conversations with all utilities (including LFUCG Division of Engineering) at the 30% design. Engineer shall coordinate a meeting with all utilities to discuss conflicts and schedules.
3. The Design Consultant shall carry an allowance for this work as shown on the "Fee Proposal" form. Costs for work items covered under the Geotechnical Allowance will be reimbursed to the Design Consultant based on submission of actual invoices.



- a. Complete the Phase I - Geotechnical Desktop Review of all available geologic and geotechnical information pertaining to the project in accordance with Phase I. The deliverable for this item is a memorandum.
- 4. The Design Consultant shall prepare two (2) 60% Preliminary Design Packages (unless otherwise notified by LFUCG-DWQ) to include the following:
  - a. Draft 60% contract drawings including preliminary drawings of all project components listed herein.
  - b. Design of a Class A Pump Station, gravity sewer, and force main.
  - c. Prepare Contract Documents, including the Contract Drawings and Specifications, to be submitted at 60% milestone; including all process civil, site, structural, mechanical, electrical, instrumentation, and architectural drawings as required for construction of the Project including but not limited to:
    - i. Cover Sheet(s), Drawing Indices, General Notes, Project Specific Notes, and Details as required for construction.
    - ii. Demolition Plan(s) and Notes
    - iii. Mechanical Process Drawings and Detail(s)
    - iv. Electrical Power and Control Drawings
    - v. Structural Drawings and Details
    - vi. Conduit and Cable Schedule(s)
    - vii. Process and Instrumentation Drawings
    - viii. Instrumentation Specifications and Instrument List(s)
    - ix. Technical Specifications (CSI Format) for all work tasks, equipment, and materials to be provided in the construction contract.
    - x. A preliminary traffic control plan shall be provided 30 days prior to 90% submittal.
  - d. Draft revised controls/ operations plan (See LFUCG's "Guidance for Wet Weather Storage Tanks, Pump Stations, and Flow Diversion Structures" issued May 2016).
- 5. Prepare 60% Opinion of Construction Costs (OPCC) (Detailed - +/- 10% accuracy estimate, based on unit costs from Design Consultant's database of recently bid





projects, and/or a third-party construction cost database service such as RS Means™).

6. Odor control shall be a wet scrubber with activated carbon for polishing at pump station site and oxygen injection for the force main.

Notes:

1. The Design Consultant is advised that DWQ's Capacity Assurance consultant will, based upon the recommended preliminary alignment, model the proposed design to validate sewer capacity per the Consent Decree Capacity Assurance requirements for the design storm (2-year, 24-hour storm event in 2035).
2. DWQ has adopted the convention that all "bores" are "tunnels".
3. Phase I Geotechnical review and the Phase II Field Exploration and Laboratory Testing are only required for major roads or railroad tunnels. Design Consultant will make a recommendation to DWQ for appropriate tunneling methods. This will include the Technical Specifications, sample Bid Tabs, and Section 01025 (Measurement and Payment) for which the Design Consultant will be responsible for incorporating into the Contract Documents.

Final design will not be authorized until the 60% design submittal is complete and accepted by DWQ. The Design Consultant is advised that DWQ will provide Standard Form Contract Documents (CSI Format) for this project.

### Task 3: Final Design

Final Design shall include but not be limited to the following:

1. Prepare Contract as described above including (as appropriate) Contract Documents, including the Contract Drawings and Specifications, to be submitted at 90% and 100% (Bid Documents) milestones; including all process civil, site, structural, mechanical, electrical, instrumentation, and architectural drawings as required for construction of the Project including but not limited to:
  - a. Cover Sheet(s), Drawing Indices, General Notes, Project Specific Notes, and Details as required for construction.



- b. Demolition Plan(s) or Notes
  - c. Site Piping and Utility Plans (Max. Scale 1" = 20')
  - d. Plan-Profile Drawing(s)
  - e. Tunneling profile information and Summary Table
  - f. Erosion and Sediment Control Plan(s)
  - g. Traffic Control Plan(s) as required.
    - 1. A preliminary traffic control plan shall be provided 30 days prior to 90% submittal.
  - h. Detailed Grading Plan
  - i. Site Paving Plan and Details
  - j. Site Piping Details
  - k. Mechanical Process Drawings and Detail(s)
  - l. Electrical Power and Control Drawings
  - m. Grounding Plan(s)
  - n. All Structural Drawings and Details
  - o. Conduit and Cable Schedule(s)
  - p. Process and Instrumentation Drawings
  - q. Instrumentation Specifications and Instrument List(s)
  - r. PLC Cabinet Installation or Modification Details
  - s. Technical Specifications (CSI Format) for all work tasks, equipment, and materials to be provided in the construction contract.
2. Perform or have performed rock soundings along the sanitary sewer alignment at all proposed manhole locations and at 50-foot intervals between proposed manholes. Elevations for refusal shall be placed on the Contract Drawings.
  3. Complete the Phase II – Field Exploration and Laboratory Testing and prepare the Phase II Report. This task includes, but is not limited to, drilling of soil and rock core borings, logging borings to obtain geotechnical information, and performing laboratory testing of soil and rock samples. The Phase II – Field Exploration and Laboratory Testing (Geotechnical Report) shall be submitted as Technical Memorandum TM No. 2.
  4. Design for odor control as directed by Lexington's Odor Control Manager..



5. The Design Consultant will ensure through CCTV or other means the location, size and material of all active service laterals. Service laterals shall be shown on the Drawings.
6. Contract Drawings shall include the design for reconnection of all side stream sewers and service laterals.
7. Contract Drawings shall be prepared per the General Plan Format and Guidance Document provided by DWQ.
8. Contract Drawings shall include the design and preparation of Project Specific Notes and any details (stream crossings, etc.) required for construction.
9. Prepare, submit, and revise the required Erosion and Sediment Control (ESC) Plan and Stormwater Pollution Prevention Plan (SWPPP). SWPPP shall be submitted to LFUCG for approval prior to Task 4.
10. Prepare Maintenance of Traffic (MOT) Plans, as required for the project, and submit to KYTC District 7 for Encroachment Permit approval and/or LFUCG Division of Traffic for approval prior to Task 4.
11. Prepare and submit application(s), and secure all required permits and approvals (i.e., KDOW, KYTC Encroachment, LFUCG, Kentucky Housing and Building, Windstream, and others as required).
12. Review and make recommendations for changes to DWQ Standard Contracts as provided. Prepare Bid Proposal and Wage Rate sections (if required) of Contract Documents.
13. Prepare Final Opinion of Construction Costs (OPCC) (Detailed - +/- 10% accuracy estimate, based on unit costs from Design Consultant's database of recently bid projects, tank manufacturer's budgetary cost estimates, and/or a third-party construction cost database service such as RS Means™).
14. Finalize coordination with all utility companies (including LFUCG Division of Engineering) and regulatory agencies as required for this project. This shall include acquiring existing utility mapping, notifying utilities of conflicts, scheduling relocations ahead of initiation of construction, and other activities required for the successful construction of the project.



15. Meetings: The Design Consultant will prepare for review by the DWQ Project Manager meeting agendas and meeting summaries. As a minimum, Design Consultant shall plan for and attend the following meetings:
- a. Kick-off meeting and site walk-through (1 meeting)
  - b. Monthly Progress Meetings (one per month minimum, assume 12 meetings)
  - c. Two meetings, one each to review 60% and 90% deliverables. (2 meetings)
  - d. One additional meeting to review the Contract Documents (Drawings and Technical Specifications) (assume 1 meeting)
  - e. One general stakeholder/meeting. (1 meeting).
16. Task 3 Deliverables
- a. 60 and 90% Contract Documents for DWQ review and Capacity Assurance model verification.
  - b. Geotechnical Investigation – TM No. 2: Phase II Geotechnical Report
  - c. Geotechnical Investigation – TM No. 3: Phase III Geotechnical Report (if
  - d. required)
  - e. Final Design Contract Documents
  - f. Preliminary and Final Opinions of Construction Costs

Notes:

- 1. Drawings shall be prepared in either Revit or AutoCAD format and according to LFUCG Standards or otherwise discussed and approved by LFUCG-DWQ.
- 2. The Design Consultant shall complete as much of the work as possible with in-house resources. Any subconsultants should be listed on the “Proposed Fee” form and Org Chart for any tasks which they will be completing.
- 3. DWQ will provide Standard Form Contract Documents (CSI Format) and the General Notes Sheets and Standard Detail Sheet(s) for this Project.
- 4. Design Consultant shall provide three (3) full-size sets and two (2) half-size sets of Drawings, three (3) sets of Specifications, one (1) digital file of AutoCAD Drawings and/or Revit model, and one (1) PDF of the Specifications of the final documents prepared for bidding and Construction (Conformed Documents). This



does not include sets required for KDOW or other regulatory agencies or working drawings used in progress meetings.

#### Task 4: Services During Bidding

The Design Consultant's Scope of Work includes but is not limited to the following with respect to Task 4.

1. It is LFUCG-DWQ's intent to bid this project in one Contract.
2. Design Consultant shall submit reproducible Drawings, Specifications, and Contract Documents to the official bid document distributor, LYNN IMAGING, 328 Old Vine Street, Lexington, KY 40507, (859) 255-1021 (<https://www.lynnimaging.com/>)
3. In coordination with the DWQ Project Manager, conduct the Prebid conference meeting and prepare a meeting summary of the conference.
4. Respond to bidder, vendor, and subcontractor questions.
5. Prepare and distribute necessary Addenda.
6. Verify capacity (financial, workforce, experience per bid documents) of apparent low bidder to perform the specified work and provide a Certified Bid Tabulation (stamped and signed by EOR) and Recommendation of Award letter to LFUCG.
7. Create and complete the Conformed Documents for the awarded Contractor. Conformed Documents to include but not limited to incorporation of all addenda items addressed and issued during the bidding period.
8. All Addenda shall be included in the Conformed Documents.
9. Hard copy sets of all Confirmed Contract Documents shall be provided to the Owner and Contractor.
10. Task 4 Deliverables
  - a. Pre-Bid meeting agenda
  - b. Pre-Bid meeting notes
  - c. Bid addenda
  - d. Letter of recommendation
  - e. Conformed Documents (Hard copies and digital)



### Task 5: Services During Construction

The Design Consultant's Scope of Work includes but is not limited to the following with respect to Task 5.

1. In coordination with the DWQ Project Manager, conduct the pre-construction conference and prepare the summary of the conference.
2. Design Consultant shall assume Construction Administration (CA) for eighteen (18) months of construction.
3. Services During Construction shall include but not be limited to:
  - a. Review and processing of Shop Drawings.
  - b. Review and respond to Requests for Information (RFI).
  - c. Issue Field Orders on Work Change Directives as needed
  - d. Evaluation and recommendations for Change Requests.
  - e. Monthly Site Visits.
  - f. Monthly Progress Meetings for which the Consultant shall be responsible for Meeting Agendas, handouts, and Meeting Summaries.
  - g. Processing of Pay Requests and associated items for DWQ.
  - h. Final Inspection and preparation of punch list.
  - i. Project Certification
  - j. Project Closeout Documentation.
4. Prepare Record Drawings using post construction survey data provided by a surveyor licensed in the State of Kentucky. Incorporate this survey information into the drawings and provide them to LFUCG in both hard copy (reproducible format) and electronic format, compatible with LFUCG equipment and software. Record drawings shall include pipe size and material for each pipe segment, manhole coordinates and rim and invert elevations, and sewer grades. Record drawings shall incorporate the red line drawing mark-ups of the RPR and Contractor.
  - a. Engineer shall provide a copy of the licensed surveyor's resume upon request.
5. Project Closeout: In conjunction with the DWQ Project Manager, close the project per the RMP Closeout Protocol provided by the DWQ Project Manager.
6. Provide an updated PS Facility Control/Operational Plan.



7. Provide an Operation & Maintenance Manual for all new equipment.
8. Complete all project closeout documents included in the RMP Project Closeout Checklist. (see checklist included as an attachment).
9. Task 6 Deliverables:
  - a. Record Survey and Record Drawings in electronic and hard copy formats.
  - b. Electronic Copies of all correspondence, meeting summaries and agendas, permits, Shop Drawings, Pay Requests / Change Orders
  - c. Project Certification
  - d. Project Closeout Documents / RMP Project Closeout Checklist.

#### Task 6: Kentucky Infrastructure Authority (KIA) Assistance

Lexington has secured a KIA SRF loan that is expected to fund 100% of the design and right of way acquisition costs with some portion remaining for construction. Referencing page 7 of the 2019 Borrower's Handbook – Kentucky Drinking Water and Clean Water State Revolving Fund (SRF) manual, Lexington has managed or will manage the following milestones:

- Invitation
- Load Application & Clearinghouse Review
- KIA Board Approval and Binding Commitment
- Enter into Assistance Agreement

The selected consultant will be required to manage all aspects of the remaining steps, as identified by the 2019 SRF manual. All direct engagement with KIA must be conducted with the full participation of LFUCG's Project Manager.

#### Task 7: Resident Project Representative (RPR)

Design Consultant is directed to provide full-time RPR services.

1. Provide full time Resident Observation on-site during working hours (40 hours per week) to monitor the work and verify compliance with the Contract Documents for a construction period of Eighteen (18) Months. Resident Project Representative (RPR)



- shall be approved by DWQ. The Fee proposal includes 2,080 hours for RPR on this project. The Fee proposal shall be completed with the RPR hourly rate and the total price for 2,080 hours. Note, the RPR shall be on site at all times Contractor is working and installing equipment.
2. RPR will complete and submit Digital Daily reports and Soil Erosion and Sediment Control Inspection Reports (to DWQ and others) documenting the work completed, weather conditions, construction manpower and equipment on-site, any visitors to the site, any defective or non-conforming work, and any test results, etc. via Procore, the Owner selected on-line platform. The RPR will also take daily digital photos of construction activities for inclusion in the daily report document.
  3. RPR will attend DWQ RPR and ESC Trainings within the past year prior to start of construction.
  4. The RPR will have access via a document management platform or always have hard copies of all Contract Documents readily available during working hours (to include construction Drawings, Specifications, addenda, shop drawing, RFI's, Permits, etc.).
  5. The Design Consultant shall provide RPR with a tablet or iPad (with data plan recommended) for use throughout the duration of Construction.
  6. The RPR shall have the responsibility and authority to immediately notify the Design Consultant's Project Manager and LFUCG's Program Manager in the event any defective or non-conforming work is discovered on-site.
  7. Other duties as directed by the Project Manager and Owner.





## Schedule

The proposed schedule for NE3PS Project is as follows:

RFP Issued	October 10,2025
Pre-Proposal Meeting	October 16,2025 at 1:30pm at DWQ offices
Engineering Proposals Due	November 13, 2025 by 2:00pm (via IonWave)
Contract signed	December 9,2025
Kick off Meeting	December 18,2025
Preliminary / 30% Design Submittal	March 10,2026
60% Design Submittal	May 12, 2026
Contract Documents to KDOW (60%)	May 2026
90% Design Submittal	August 2026
100% Design Submittal	September 2026
Advertise for Bids	October 2026
Award Contract	November 2026 (Must award prior to Winter Recess 2026)
Construction Complete	July/August 2028



**Fee Proposal  
NE3PS Project**

<b>Task Description</b>	<b>Proposed Fee</b>	<b>Entity*</b>
Task 1: Site Evaluation - Tree Survey (If required)	\$	
Task 2: Preliminary Design and Field Evaluation	\$	
Task 3: Final Design	\$	
Task 4: Services During Bidding	\$	
Task 5: Services During Construction (Assume 18 months)	\$	
Task 6: KIA assistance	\$	
Task 7: Resident Project Representative (assume 3,120 hours at \$ / hour)	\$	
Allowance: Location of Underground Utilities	<b>\$15,000</b>	
Allowance: Geotechnical Investigations	<b>\$25,000</b>	
Allowance: Printing and Permitting	<b>\$5,000</b>	
<b>TOTAL LUMP SUM FEE</b>	\$	

*“\*” – Indicate name of subconsultant or PRIME if task is to be performed in-house. Provide entities proposed to complete allowance items in addition to all other tasks.*

Project Manager (Name) \_\_\_\_\_

Project Manager Office Address \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

All fees are Lump Sum for the NE3PS Project. The Fee Proposals must be completed, signed, and dated by a representative of the Consultant authorized to execute the Task Order. The Fee Proposal shall be submitted via IonWave.



**Enclosures:**

1. WWS/PS guidance document
2. Geotech Scope
3. Project Closeout Checklist
4. LFUCG Sanitary PS Manual <https://www.lexingtonky.gov/government/departments-programs/environmental-quality-public-works/engineering/new-development-redevelopment-construction-demolition-projects> or scanning the QR code:



**LFUCG  
GUIDANCE FOR DESIGN –  
WET WEATHER  
STORAGE TANKS, PUMP STATIONS,  
AND FLOW DIVERSION  
STRUCTURES**

**May 2016**

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## **1.0 General Information**

These design guidelines shall be used by design consultants to prepare plans and specifications for the Wet Weather Storage (WWS) facilities associated with the Lexington-Fayette Urban County Government (LFUCG) Sanitary Sewer System and WWTP Remedial Measures Plans (RMPs). The RMPs were submitted to EPA as part of the LFUCG Consent Decree requirements. These design guidelines were developed to be applicable to all LFUCG WWS facilities; however, it is anticipated that some design features will be revised to accommodate individual project site conditions. Design guideline revisions may be included in a project-specific Wet Weather Storage Facility Concept Design Technical Memorandum (CDTM). The purpose of these design guidelines, along with standardized technical specifications developed by LFUCG, is to establish the following:

- Provide limiting values for design-related items that can be used by LFUCG and the Program Management Team (PMT) to evaluate and review project reports, design plans, and specifications.
- Provide a uniform design practice for design consultants associated with the design of WWS facility projects.
- Achieve operational consistency.
- Provide for replacement parts compatibility among all WWS facilities (i.e. pumps, instrumentation, electrical components, etc.).

The design guidelines described herein are intended to supplement existing LFUCG design standards and technical specifications, other applicable local, state, and federal codes, and design requirements, and the CDTM that will be part of each project's Request for Proposal (RFP). Recommendations from the design consultants regarding any proposed deviations or unforeseen issues associated with these design guidelines shall be presented to LFUCG for review and approval.

The storage volume for each facility has been determined using hydraulic modeling with a Year 2035 2-year, 24-hour design storm event and Capacity Assurance Program (CAP) surcharging criteria as described in the RMPs. Design consultants shall consider the potential impact on the facilities and related equipment of peak flows from storm events that exceed the design storm.

## **2.0 Wet Weather Storage (WWS) Tank Design Guidance**

### **A. Storage Tank Operation**

1. WWS facility operation is typically initiated by flow or level at a critical hydraulic location in the vicinity of the WWS facility. A diversion structure shall be used to divert excess flows to a WWS pump station or in some cases directly into the WWS tank by gravity. The diversion system (including pump station where applicable) must have the capacity to deliver the peak hourly flow to the

WWS tank. This flow rate will be provided to the design consultants in the project-specific CDTM.

2. Flow return to the sewer will typically be by gravity; however, pumping may be required for a WWS tank that fills by gravity. The flow return system shall be designed to empty the entire storage volume in 12 to 24 hours (or as directed in the project-specific CDTM) to a location downstream of the diversion structure at a rate that does not result in surcharging sufficient to cause CAP violations or to cause upstream flow to be diverted to storage. A level monitor shall be provided at the diversion structure to initiate diversion operations and control the return rate. Depending on sewer flow conditions, it may take longer than 24 hours to empty the WWS tank(s).

#### B. WWS Tank Layout Design Guidance

##### 1. Tank Numbers, Volumes, and Locations

The RMPs identify the required storage volumes and approximate locations for each of the proposed WWS tanks within the LFUCG service area. This information shall also be provided to the design consultants in the project-specific CDTM, which will identify the number and size of tanks, phasing plan, general site location, diversion method, general piping routing, pumping systems, and other pertinent information.

##### 2. WWS Tank Types

WWS tanks shall be designed as rectangular cast-in-place or circular pre-stressed concrete tanks unless otherwise indicated in the project-specific CDTM. In some cases, LFUCG may direct the design consultant to prepare construction drawings and specifications for both rectangular cast-in-place and circular pre-stressed concrete tanks for the purpose of obtaining alternate bids.

##### 3. Tank Construction Companies (Pre-Stressed Concrete Circular Tanks)

WWS pre-stressed concrete circular tank selection shall consider the following tank construction companies:

- Crom Corporation
- Precon Tanks
- Preload, Inc.
- DN Tanks

Other pre-stressed concrete circular tank construction companies that can provide an equivalent product shall be considered to obtain competitive tank pricing. Circular pre-stressed tanks shall be AWWA D110 Type II or III tanks.

#### 4. Tank Roof

- a. All WWS tanks shall be covered. Tank roofs shall be cast-in-place or precast concrete. Roofs for rectangular tanks shall be sloped sufficiently to drain. Roofs for circular tanks shall be domed.
- b. The design consultant shall refer to the project-specific CDTM for information related to tank roofs.

#### 5. Tank Floor Elevation

- a. When determining tank floor elevations, the design consultant shall consider existing geotechnical conditions, the floor level in the pump station to achieve proper tank drainage, and area flood elevations. At locations where there are multiple tanks, the floor elevations of all tanks shall be the same, unless otherwise indicated in the project-specific CDTM.
- b. The design consultant shall refer to the project-specific CDTM for additional information related to the tank floor elevation.

#### 6. Tank Floor Slope

The tank floor shall slope a minimum of three percent to a center drain and gravity effluent piping.

#### 7. Tank Roof Vents

Tanks shall be properly vented for maximum filling and draining. Passive ventilation systems shall be adequately sized to accommodate filling and draining of the WWS tanks at maximum anticipated flow rates. The design consultant shall determine the required number, size, and locations of tank vents.

#### 8. Tank Overflow System

- a. Tanks shall include an overflow system with a minimum of one or more internal overflow pipes per tank or tank compartment. The overflow piping system shall be located at the elevation of the tank's maximum storage volume. The overflow system piping shall be sized for the maximum pumping rate of the diverted flow. Overflows shall be routed back to the existing sewer system downstream of the diversion structure unless otherwise indicated in the project-specific CDTM.
- b. Overflow system piping shall be flanged ductile iron pipe with an exterior coating of coal tar epoxy and ceramic epoxy interior lining.
- c. The design consultant shall refer to the project-specific CDTM for additional information related to the type, locations, and layout of the tank overflow piping system.



9. Tank Inlet, Transfer, and Dewatering Piping, Gates, and Valves

- a. The tank inlet, transfer and dewatering piping, gates, and valves shall be sized for the Wet Weather Storage Pump Station (WWSPS) firm capacity.
- b. Tank inlet piping shall be located at an elevation that maximizes the efficiency of the WWSPS pumps.
- c. If proposed WWS tanks have separate compartments, tank transfer piping, gates, and/or openings shall be designed to operate in parallel. If multiple tanks are proposed, tank transfer piping, gates, and/or openings shall be designed to allow the tanks to operate in either parallel or series, as defined in the project-specific CDTMs.
- d. Interior tank inlet and dewatering piping shall be flanged ductile iron pipe with an exterior coating of coal tar epoxy, and ceramic epoxy interior lining.
- e. The design consultant shall refer to the project-specific CDTM for additional information related to the tank inlet, transfer, and dewatering system.

10. Tank Access

- a. Each tank shall have ground level watertight wall access manways equally spaced around the perimeter of the tank. For a circular tank the number of manways shall be determined based on the diameter of the tank with one manway per 50' in diameter and a minimum of three manways. For a rectangular tank, one manway shall be included in each tank wall. Wall-mounted manways shall be equipped with a watertight painted steel hinged door.
- b. Each manway shall have an aluminum landing, handrail, and staircase on the interior of the tank to allow access to the tank floor.
- c. Each tank shall have one 6-foot x 6-foot roof hatch. The hatch shall be installed with a rigid safety grate.
- d. An exterior ladder shall be installed for access to the roof and roof hatch. The ladder shall be caged and locked at the ground level with offset platforms meeting OSHA requirements.
- e. A handrail shall be installed around the perimeter of the tank roof.
- f. All personnel access points into the WWS tanks should be clearly marked that the internal portions of the tank are a "confined space." The design consultant shall refer to the project-specific CDTM for additional information related to tank access.

## 11. Tank Level Sensors

- a. Tanks shall have at least two level sensors to monitor the tank's water level, measure return flow volumes, and to stop the WWSPS pumps (or close an isolation valve for gravity-in facilities). Each tank shall also have one backup sensor to stop the WWSPS pumps should the primary level sensors fail.
- b. The design consultant shall refer to the project-specific CDTM for additional information related to the number and locations of tank level sensors.

## 12. Tank Coatings and Exterior Treatments

- a. The interior of WWS tanks (walls, floor, and roof) shall not require a coating.
- b. The exterior walls and roof of cast-in-place concrete and pre-stressed concrete tanks constructed above grade at wastewater treatment plants shall be coated with a twice rubbed finish followed by a paint coating. Paint color shall be selected by LFUCG.
- c. All WWS tanks that are not located at wastewater treatment plants shall have architectural finishes or treatments for the tank exterior, as per the project-specific CDTM.

## 13. Tank Odor Control

Odor control is not required for WWS tanks. Space for possible future odor control equipment along with duct connections for air withdrawal shall be provided.

## 14. Windows

Tank windows for concrete circular tanks shall be "eyebrow" type with polyester mesh screen. The number of windows shall be equal to the number of access manways. Windows shall be located over the access manways and shall be used for both venting and natural light.

## C. WWS Site Design Guidance

### 1. Setback Requirements

Setback distances for WWS tanks will be as directed by DWQ during design.

### 2. Stormwater and Erosion Control

To the maximum extent possible, the LFUCG's "Stormwater Management Low Impact Development Guidelines for New Development and Redevelopment" shall be used as a guideline for managing stormwater and utilization of "Best Management Practices" (BMPs) for erosion control. Design plans shall include a Stormwater Pollution Prevention Plan (SWPPP).

3. Equipment Access and Maintenance Area

A 20-foot (minimum) wide paved equipment access corridor shall be provided around WWS tanks for construction, equipment, and maintenance access. This area shall be above the 100-year flood elevation, unless otherwise indicated in the project-specific CDTM.

4. Site Piping Materials

- a. Site gravity sewer piping materials shall be ductile iron, PVC, or fiberglass-reinforced pipe (FRP) pipe unless otherwise indicated in the project-specific CDTM.
- b. Buried pressure piping shall be ductile iron or PVC with restrained type joints.
- c. All buried ductile iron piping shall have ceramic epoxy interior lining and the standard asphaltic exterior coating. All exposed pipe shall be flanged.

5. Pipe Abandonment

Sewer pipes 18-inches and larger which are located under pavement with public access shall be safeloaded. All other abandoned sewer pipe shall be plugged. Public access paved areas shall include public roads, commercial/industrial driveways and parking lots and multi-family apartments with more than two units.

6. Site Access/Lighting/Fencing

- a. Site entrance, parking area for service vehicles, security lighting, and security fencing shall be provided. Lighting and fencing shall incorporate designs as appropriate for individual sites and as directed by DWQ. Perimeter site security fencing shall be required around the entire WWS site (or as directed by DWQ) unless the site is located within another secured fenced area.
- b. The diversion structure and WWSPS shall be designed to be accessible and fully operational during a 100-year flood event, unless otherwise indicated in the project-specific CDTM.
- c. The project-specific CDTM may include additional information related to access, parking, security fencing, and lighting requirements.

7. Landscaping/Buffer Areas

- a. A landscape plan shall be required to provide screening as appropriate for the site location.
- b. The project-specific CDTM may include additional information related to landscape plan requirements.

## 8. Environmental Concerns

The design consultant shall refer to the project-specific CDTM for additional information related to environmental concerns. A Phase 1 Environmental Site Assessment Screening will be included in the CDTM.

## 9. Floor Elevations

The floor for electrical/control buildings shall be a minimum of two feet above the FEMA 100-year flood elevation.

## 10. Water Supply

- a. A site water system shall be provided to facilitate cleaning and maintenance of the WWS tank and appurtenant facilities. The site water system shall be designed to provide a minimum of 100 gpm at 75 psi to accommodate said maintenance. Depending on the project location, the site water system shall use either potable or plant process water. Where potable or plant process water is available at the specified flow and pressure, the site water system shall consist of yard piping and flush-mounted hose connections at each WWS tank access manway.
- b. Where the specified potable or plant process water is not available, the site water system shall consist of a water storage tank with capacity for 30 minutes of washdown, yard piping, booster pump connections (for both the storage tank and yard piping), and flush mounted hose connections at each WWS tank access manway.
- c. For potable water installations, the meter and backflow prevention device shall be installed per Kentucky American Water Company requirements.

## D. WWS Tank Structural Design Guidance

### 1. Tank Structural Design

Cast-in-place tanks, prestressed concrete tanks, and foundations shall be designed in accordance with all applicable codes and design requirements.

### 2. Geotechnical Design/Soil Borings

- a. The design consultant shall obtain a Geotechnical Design Report which includes soil/rock borings for the tank(s), pump station, and diversion structure as sufficient to support structural designs. This report shall also include geotechnical design recommendations. The Geotechnical Design Report shall be included as “Information Only” in the contract documents.
- b. For projects involving prestressed concrete tanks, the design consultant shall coordinate the geotechnical study with at least one prestressed concrete tank supplier to determine their geotechnical information needs.

- c. The design consultant shall refer to the project-specific CDTM for additional information related to geotechnical design and soil borings. A preliminary geotechnical report may be included in the CDTM.

### 3. Flotation Protection

WWS tanks, pump stations, and diversion structures shall be protected from floatation during high groundwater and flood conditions assuming the structures are empty.

### 4. Bottom Slab and Foundation Design

The foundation design procedure for all wet weather storage tanks, constructed as prestressed concrete tanks, will be as follows:

- a. The consultant will request a design from all tank manufacturers/contractors during the design phase, prior to the bidding phase.
- b. The consultant will review and evaluate the designs received from the manufacturers/contractors. Giving consideration to the manufacturer's design, the consultant will engineer a foundation that will be used as the minimum basis for bidding. Consideration should be given to the most conservative of the tank manufacturers' designs as the basis for design and bidding.
- c. The consultant's engineered foundation will be provided within the contract documents for the project bearing the consultant's seal and signature. Furthermore, the drawing and specification will provide language indicating the following stipulations for the design and construction of the tank:
  - 1) The foundation, tank walls, and tank top will be engineered by the tank manufacturer.
  - 2) The tank manufacturer/contractor shall, as part of the submittal process, provide signed and sealed shop drawings for the tank and foundation.
  - 3) The tank manufacturer/contractor will be responsible for the tank and foundation system in its entirety. Any deviations in the foundation design shall be noted in the calculations for the consultant's approval. The consultant reserves the right to approve/disapprove any design that does not meet the minimum basis for bidding.
  - 4) The consultant may include a statement on the drawings to note that approved tank construction companies provided information during the design: "In the preparation of the drawings, the engineer relied upon information provided from the approved tank construction companies to establish the basis of design, bidding and award."

## 5. Seismic Design

The design consultant shall consider seismic design elements in accordance with applicable code requirements.

## 6. Concrete Mix Design

The design compressive strength and mix design requirements of concrete used in constructing WWS tanks, pump stations, and diversion structures shall be as provided in LFUCG's technical specifications.

### E. WWS Sole Source Equipment

DWQ may require select equipment to be procured via a strict procurement protocol. This Sole Source Equipment Procurement Protocol is included in Appendix A.

## 3.0 WWSPS Design Guidance

### A. General

1. Pump station design shall comply with LFUCG design guidelines for Class A pump stations, except as identified herein or in the project-specific CDTM.
2. The design consultant shall use this information to determine pump type, pump configuration and numbers, capacity, speed, weight, dimensions, drives, and system operation.
3. Since the WWSPS will operate intermittently, provisions must be made to drain the WWSPS effluent force main through an automatic valve, discharging to the pump station wet well after flow return operations have been completed.
4. The top of wet well and valve vault shall be a minimum of two feet above the 100-year flood elevation.

### B. Diversion Pumps

Diversion pumps, if needed, shall be designed for the firm capacity of the WWSPS. Pumps shall be submersible, variable speed, and discharge to an interior piping system. Pumps shall be controlled by a level sensor in the wet well. A backup high level sensor shall also be provided to alarm and control the pumps should the primary level sensor fail.

### C. Dewatering Pumps

Dewatering pumps, if needed, shall be sized to remove the total volume in the tank not removed by gravity, dewater the ultimate tank storage capacity under dry weather flow conditions, and be capable of variable flow control to allow for dewatering as soon as capacity is available while avoiding excessive levels at the diversion structure and/or trunk sewer during return flow. Dewatering pumps shall be submersible,

variable speed, and discharge into the existing sewer system downstream of the diversion structure.

D. Wet Well

The WWSPS wet well shall be a wet pit submersible station with a single wet well complying with Hydraulic Institute Standards. When possible, a trench-type self-cleaning wet well shall be considered.

E. Pipe Materials

Interior pump station piping shall be flanged, ductile iron pipe. Pump discharge piping shall be ductile iron with restrained joints in buried applications and flanged joints in exposed applications. All piping shall have an interior lining of ceramic epoxy and all exposed pipe shall have an exterior coating of coal tar epoxy.

F. Sump Pumps

Duplex grinder sump pumps shall be provided (50 to 100 gpm minimum) to remove all remaining wastewater from the WWS tank and the WWSPS wet well. All sump pumps shall be submersible and discharge to the flow return system piping or other gravity sewer.

Sump pumps shall start upon cessation of the wet weather pumps and low level in the wetwell, and shall stop if the level rises and the wet weather pumps restart.

G. Buildings

Pump and electrical/control buildings shall have split face CMU block walls unless stipulated otherwise in the project-specific CDTM.

Other building features (HVAC, doors and windows, lighting, roofing, etc.) shall be in accordance with LFUCG standard specifications.

The floor elevation of electrical buildings and generator pads shall be a minimum of 2 feet above the 100-year flood elevation.

H. Valves

Valves and gates for WWS tanks and appurtenant structures shall comply with LFUCG's guidelines for Class A pump stations. Throttling valves shall be sluice gates in chambers and plug valves in pipes. Isolation valves shall be plug type. Tops of valve vaults shall be a minimum of 2 feet above the 100-year flood elevation.

I. Ventilation

Ventilation of the WWS wet well and valve vault shall be a non-mechanical system (J vent or similar).

## **4.0 Flow Diversion Structure Design Guidance**

### **A. General**

1. The flow diversion structure diverts excess flows to the WWSPS wet well and shall be located on the trunk sewer. The flow diversion structure shall be a cast-in-place or precast concrete structure.
2. The design shall be based on avoiding exceedance of Capacity Assurance Program (CAP) criteria at peak flow conditions during a 2-yr, 24-hr storm under future conditions (Year 2035). “CAP criteria” is defined as flow levels that exceed 2 feet above the crown of a gravity sewer pipe or that are within 3 feet of the rim elevation of a gravity sewer manhole.
3. Access hatches shall be provided as required to provide maintenance access to the main chamber, mechanical screen, and throttling gate. Fall protection is required at all hatches. Consideration shall be given to the maintenance and potential replacement of the mechanical screen.
4. Ultrasonic level detection shall be provided in the flow diversion structure, and will be used to initiate flow diversion, control tank discharge, and to allow LFUCG staff to monitor flow levels in the trunk sewer.
5. The top of the flow diversion structure shall be a minimum of 2 feet above the 100-year flood elevation, with an adjacent area large enough to park a maintenance vehicle slightly below the structure elevation. New gravity sewer manholes with rim elevations below the 100-year flood elevation shall be watertight, with bolt-down frames and lids.
6. The design consultant shall refer to the project-specific CDTM for additional information related to design requirements for the operation and control of the flow diversion structure.

### **B. Overflow Weir and Screen**

1. The flow diversion structure shall include an adjustable overflow weir and a comb-type, vertical, mechanical screening device to prevent debris from entering the WWSPS wet well and tank. All control panels, and other electrical components shall be located in the Electrical Room.
2. Hydraulic power packs shall be located in enclosures near the equipment. Underground hydraulic tubing associated with the comb-type screen shall be installed in PVC pipe or conduit.
3. The design consultant shall refer to the project-specific CDTM for additional information related to overflow weir and screen.



C. Access Platform

A screen access ladder and platform, or other similar means of access meeting all applicable OSHA requirements shall be provided. The platform or working area shall be above the 100-year flood elevation and provide ready access to all mechanical components.

D. Valves

Isolation and throttling gates in chambers shall be sluice gate type.

E. Ventilation

Refer to Paragraph 3.0.I of this document

## **5.0 Flow Return Design Guidance**

A. Gravity Flow Return

1. Unless otherwise indicated in the project-specific CDTM, gravity flow return shall be controlled by a plug valve with electric actuator. The plug valve and actuator shall be located in a valve vault with an aluminum access hatch and fiberglass grating fall protection. Top of vault shall be a minimum of 2 feet above 100-year flood plain.
2. If the valve vault is 8'-0" or deeper, it shall be provided with a davit crane base suitable for a removable davit crane with emergency retrieval device.
3. The plug valve shall be capable of controlling the design return flow rate. Once wet weather flows recede, return will be capable of automatic activation. The valve will open to a determined setpoint for initial dewatering. It will then open to a determined setpoint to complete dewatering within desired time. A level element in the diversion structure will cause the valve to close incrementally if level approaches the maximum allowable level in the diversion structure and/or trunk sewer. Secondary level controls or flow controls may be required at other locations as indicated in project-specific CDTM.
4. New gravity sewer manholes with rim elevations below the 100-year flood elevation shall be watertight, with bolt-down frames and lids.

B. Pumped Flow Return

Refer to Paragraph 3.0A. Dewatering Pumps (if needed) shall be designed to control return flow in a manner similar to the plug valve controlled gravity flow described in Paragraph 5.0A.

C. Valves

Throttling and isolation valves in pipes shall be plug valves.

## **6.0 Electrical and Instrumentation/Control Design Guidance**

### **A. General Electrical Design Requirements**

1. The electrical distribution should include considerations for reliability, maintainability and safety.
2. Reliability should be based on two independent sources of power defined as one utility source and one permanently-installed standby power generator source, unless otherwise defined in the project-specific CDTM.
3. Electrical distribution configuration:
4. For powering new “green field” installations, the configuration of the new distribution system will be simple radial distribution configuration.
5. For powering expansions to existing facilities wherein an existing simple, radial-feed distribution configuration has been previously employed, the expansion shall maintain the radial-feed configuration.
6. For powering expansions to existing facilities wherein an existing loop-fed, “main-tie-main” secondary selective configuration has been previously employed, the expansion shall maintain the loop-fed configuration.
7. Provide for an electrical distribution that is maintainable with capability for portions of the distribution to be taken out of service for routine maintenance (i.e. cable meggering, bus meggering, circuit breaker inspection/testing, etc.).
8. Power distribution voltage shall be 480/277V unless otherwise defined in the project-specific CDTM. 4160V systems will be considered on a case-by-case basis when warranted by facility loads. 240V three-phase and 240/120V single-phase distribution will be allowed in expansions of existing facilities wherein these distribution voltages have been previously employed and where new loads can reasonably be accommodated. Wye-grounded systems are preferred in all systems for both protection and safety with the exception of existing facilities connected to delta-connected systems.
9. Provide ability to safely operate electrical equipment from a remote location to avoid exposure to arc-flash potential.

### **B. Electrical Rooms**

Electrical rooms containing variable frequency drives (VFDs) shall be air conditioned. Space shall be sufficient to install all cabinets on housekeeping pads with 360 degree accessibility and in accordance with applicable code requirements.

C. Electrical Equipment and Panels

Electrical equipment including switchgear, electrical panels, VFDs, and non-submersible motor operators shall be enclosed in an Electrical Building and installed a minimum of 2 feet above the 100-year flood elevation. Electrical panels, pump drives, and control panels shall be of material and NEMA rating as defined in the standard technical specifications. Exterior electrical panels or enclosures shall be NEMA 4X stainless steel.

D. Tank Convenience Outlets

Exterior rated 120V convenience outlets shall be required. These outlets shall be located near the access manways.

E. Lighting

Exterior lighting shall be required for security purposes but shall be designed with sensitivity to the adjacent residential properties to the extent practicable. Lighting inside the Electrical Building is required, but lighting inside the WWS tank, pump station wet well, and flow diversion structures is not required. The project-specific CDTM may include other lighting requirements.

F. Tank Roof Lightning Protection

Lightning protection for WWS tank roofs is not required.

G. Instrumentation and SCADA/Telemetry System

Instrumentation/SCADA shall enable local and remote monitoring of the system including but not be limited to:

- Radio telemetry unit
- Gate and valve actuators and automatic plug valve on the gravity return line
- Diversion activation
- Screening unit operation
- Valve position indicators for all automatic valves or gates
- Diversion structure water level monitoring
- Pump on/off and run times for the storage facility duty pumps, dewatering pumps, and wet well sump pump
- System failure for all operational pumps and operators
- Power supply status
- WWS tank level monitoring
- Alarms for all pumps and actuators

Remote control of the return valve and the diversion throttling gate shall be provided. Measurement of flow volumes returned to the trunk sewer system shall be by recording changes in tank level through the programmable logic controller (PLC) associated with the SCADA system. Details on the PLC and SCADA system are provided in LFUCG standard specifications.

## H. Variable Frequency Drives (VFDs)

Unless otherwise defined in the project-specific CDTM, the design consultant shall utilize variable frequency drives (VFDs) for all process equipment utilized in variable speed applications. VFDs shall be either 6-pulse or 18-pulse as determined by the design consultant. The design consultant shall be aware of the need to reduce harmonic distortion caused by the use of VFDs. The Institute of Electrical and Electronics Engineers (IEEE) 2014 edition of Recommended Practice and Requirements for Harmonic Control in Electric Power Systems (Standard IEEE 519-2014) shall establish the limitations of individual harmonic limits and total harmonic distortion for voltage and current at the Point of Common Coupling (PCC). The PCC shall generally be considered either:

- The first common bus or parallel busses downstream of the point at which the Owner receives electrical energy from the utility, or
- The first common bus or parallel busses downstream from the Owner's transformation from one medium voltage to a lower medium voltage (such as 13.8KV primary stepped down to 4.16KV secondary) or from medium voltage to low voltage (typically 13.8KV, 12.47KV, or 4.16KV primary stepped down to 480/277V or 208/120V secondary).

The design consultant shall collaborate with the technical staff of the VFD manufacturer for the VFD serving as the basis of design to engineer an IEEE 519-compliant solution. Input reactors, DC link chokes, 18-pulse phase-shifting input transformers, "active front-end" VFDs, active filters, and passive filters are all options that may be employed in meeting IEEE 519-2014 requirements. In all cases, the foremost objectives shall be to maximize:

- Reliability through industrially-hardened components and equipment
- Maintainability through ease of isolation and removal/replacement of modular components
- "Replaceability" through "off-the-shelf" equipment and components versus specially-engineered and proprietary solutions.

## I. Standby Power

Standby power for the WWSPS, valve and weir operators, screen, and mechanical ventilation system shall be provided as directed in the project-specific CDTM.

For WWS at WWTP sites, the design engineer shall investigate options to use the WWTP redundant power feeds. For WWS at existing pump station sites, the design engineer shall determine whether existing generators can be used (or whether a replacement or additional generator is required). For "remote" WWS facilities in the collection system, provisions to connect a trailer-mounted portable generator shall be provided.

If a permanently-installed generator is not required, provisions for the temporary or future installation of a generator shall be included in the design including a receptacle and manual transfer switch for a trailer-mounted generator.

**J. Future Equipment**

Electrical rooms shall be designed to accommodate future addition of odor control system motor starters and controls as well as providing space for the installation of an automatic transfer switch (if not included in the initial construction).

**7.0 WWS Facility Control/Operational Plan**

The design consultant shall refer to the project-specific CDTM for additional information related to the control and operational plan requirements for the WWS facility.

The design consultant shall develop a detailed operations plan for the WWS facilities. This plan shall include an operational schematic and description of how the facility shall function and operate during the filling and emptying of the WWS tank. An operations and maintenance (O&M) manual shall also be required.

**8.0 WWS Facility Preliminary Design Technical Memorandum**

The design consultant shall be responsible for developing a Preliminary Design Technical Memorandum (TM). The Preliminary Design TM shall at a minimum, include the following information:

- Design information identified in the project-specific CDTM
- Site layout plan with actual location of new facilities
- Storage tank layout and construction type
- Hydraulic profile of new WWS facilities
- Performance type design criteria for cast-in-place concrete and pre-stressed concrete tanks and foundations including geotechnical information and recommendations
- Plans and sections of new facilities including tank, pump station, and diversion structure
- Ventilation system design summary
- Single line electrical diagrams
- Standby generator sizing (where applicable)
- Control/operational description of new WWS facilities including tank, pump station, and diversion structure
- Technical specification list, identification of any proposed deviations from the standard technical specifications, and identification of any procurement issues (license requirements, sole source providers, etc.)
- Design criteria for critical process equipment

- Process and instrumentation diagram of new WWS facilities
- Opinion of probable construction cost
- List of permits and approvals required
- List of easements required
- List of major equipment and recommended suppliers
- Pump selection and design criteria
- Identification of sites for excess excavated material including contaminated material (if applicable)
- Final design schedule and proposed bid and construction schedules

All deviations from the requirements specified herein shall be clearly identified and justified in the Preliminary Design TM. The Preliminary Design TM shall be submitted for review and approval by LFUCG and the PMT before final design is initiated.

## **9.0 Design Consultant's Use of These Design Guidelines**

### **A. General**

The design consultant shall be responsible for complete engineering designs of all new and modified facilities in accordance with LFUCG guidelines and other applicable regulations and requirements. The design consultant shall be responsible for confirming all design parameters identified in these design guidelines and the project-specific CDTM, confirming applicability of LFUCG standard specifications to be used, and for conformance of the design with applicable codes.

### **B. Confirmation of Sewer Performance**

The design consultant shall coordinate with LFUCG's PMT and modeling consultant to confirm sewer and diversion structure hydraulics in the vicinity of the WWS facility to confirm the system will operate as intended. Consideration must be given to design storm conditions at project completion as well as future conditions in accordance with the RMPs. Consideration must also be given to hydraulic performance under flows that exceed design storm conditions.

### **C. Confirmation of Site Information**

The design consultant will be responsible for obtaining and confirming all required site information needed for preparation of contract documents including, but not limited to, existing sewer elevations, existing utility locations, geotechnical information, site topography, location and elevations of all existing site improvements, site environmental information, or other information as required for design.

## **Appendix A**

### **Sole Source Equipment Procurement Protocol**

The design consultant shall provide to the equipment supplier the equipment specification(s) and any other required referenced specifications (General Conditions, Supplemental Conditions, submittal specification, O&M specification, etc.) along with the related contract drawings for the project. The equipment supplier shall provide a preliminary cost proposal that meets all of these documents; shall confirm that they meet all of the contract requirements; and identify any exceptions. All exceptions shall be addressed by the design consultant (i.e. revise specifications) and the equipment supplier's final cost proposal shall match the contract documents without exceptions.

The equipment supplier's final cost proposal shall also include their standard terms and conditions. Payment terms and conditions shall be between the general contractor and equipment supplier in accordance with the Contract Documents and not part of its proposal to LFUCG.

The equipment supplier shall provide information relating to the other comparable projects to the design consultant. This information shall be provided separately as it will not be part of the equipment supplier's cost proposal or part of the contract documents. This information shall be reviewed by the design consultant such that it concludes that the proposed cost proposal is consistent with at least other three projects that the equipment supplier competitively bid. This comparison shall be based on the as-bid costs with comments on any differences in features, size, and costs between the previously bid equipment and the proposed equipment.

With an approved cost proposal, and at least one week before advertisement, the equipment supplier shall provide a notary stamped letter stating that it acknowledges that LFUCG is specifying the proposed equipment as a sole source item for the specific project and thus the equipment supplier agrees to the following additional terms and conditions for supplying the specified equipment per their final cost proposal.

- Its proposal price is guaranteed to LFUCG for use by all contractors bidding the specified project and will not change to any general contractor.
- Its proposal price is guaranteed for the duration of the contract and will not change if the project proceeds in an orderly manner.
- Its proposal price includes all costs for the equipment including O&M submittal, startup and training, and warranty per the related specifications and drawings in the Contract Documents.
- It acknowledges and agrees that the purchase order for the specified equipment will be issued by the general contractor to which the LFUCG awards the contract for the construction of the specified project, and that the general contractor shall be solely responsible for payment.

The design consultant shall list the sole source equipment in Section 00410 - Bid Form as a separate line item (see example below) and describe this line item in Section 01025 - Measurement and Payment (see example below).

### **Section 01025 Measurement and Payment**

Describe the sole source equipment negotiated pricing:

#### **C. Item A3 – Allowance for Supply of the Sole Source Equipment**

1. Measurement and Payment: The allowance shown in the Proposal Form represents the pricing provided by the equipment supplier and as negotiated by the Owner for supply of goods and services related to the equipment and as specified in the manufacturer's proposal for the work. The proposal for the work is included in the specifications. Contractor shall include all additional items, services, goods, resources, and manpower necessary to complete the work in the lump sum item for General Construction.

### **Section 00410 Bid Form**

Line item in bid form for the sole source equipment negotiated pricing

<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Amount</b>
A3	Allowance for Supply of Equipment	LS	X	\$XXX,XXX	\$XXX,XXX



## **Attachment**

### **GEOTECHNICAL INVESTIGATION SCOPE OF WORK AND PERFORMANCE CRITERIA**

#### **I. Scope Phases**

##### **A. Phase I: Geotechnical Desktop Review**

1. Desktop review of all available geologic and geotechnical information pertaining to the project.
2. The results of this review shall be delivered as a memorandum to Engineer and Owner for review.

##### **B. Rock Soundings**

1. Perform or have performed rock soundings along the sanitary sewer alignment at all proposed manhole locations and at 50-foot intervals between proposed manholes.

##### **C. Phase II: Field Exploration and Laboratory Testing**

1. Field exploration to perform soil and rock core borings, and laboratory testing of selected soil and rock core samples, at locations approved by Owner.
2. The required data shall be delivered as a draft report to Engineer and Owner for review.

##### **D. Phase III: Additional Geotechnical Investigation (IF NECESSARY)**

1. Additional field exploration and laboratory testing to be performed on an IF NECESSARY basis, with the plan to be approved by Engineer and Owner following review of Phase I and Phase II results.
2. Additional testing locations will target areas of concern for construction and information gaps if necessary.
3. The results of all field exploration and testing shall be delivered as a finalized report (including information from Phase I and Phase II investigations) to Engineer and Owner. If Phase III is not required, a finalized copy of the Phase II draft report with any comments incorporated shall be submitted to Engineer and Owner.

#### **II. Definitions**

- A. Tunnel Zone: The area extending from one outside diameter (OD) above the proposed tunnel crown to one OD below the proposed tunnel invert.

III. Phase I: Geotechnical Desktop Review

- A. This work shall be included in the fee for Task 2, Preliminary Design.
- B. Phase I requires reviewing available geotechnical information in the immediate vicinity of the project area including:
  - 1. Regional soils and geologic mapping from USGS, Kentucky Geological Survey, and other sources.
    - a. Surficial regional geology
    - b. Bedrock regional geology
  - 2. Existing geotechnical reports.
  - 3. Information from Subconsultant's previous projects in the area.
  - 4. Record drawings available from DWQ.
  - 5. Historical land usage and area development.
  - 6. Previous local tunneling history.
- C. A memorandum describing the findings of this geotechnical desktop review shall be delivered to Engineer and Owner. The memorandum shall include discussion of regional and expected site soil and rock conditions pertinent to the project.

IV. Rock Soundings

- A. This work shall be included in the fee for Task 3, Detailed Design.
- B. Perform or have performed rock soundings along the sanitary sewer alignment at all proposed manhole locations and at 50-foot intervals between proposed manholes. Elevations for refusal shall be placed on the Contract Drawings.

V. Phase II: Field Exploration and Laboratory Testing

- A. This work, if needed, shall be covered by the Allocation for the Phase II Geotechnical Investigation.
- B. Soil and rock core borings shall be performed and borings logs prepared in accordance with the following:
  - 1. Number and locations of borings
    - a. The number of borings will be based on the selected project alignment as determined by the Preliminary Alignment Report. Borings will be required for all proposed tunnels. Borings shall be located near each end of each tunnel, as well as near the midpoint of each tunnel.
    - b. A boring location plan shall be developed by the subconsultant and provided to Engineer and Owner for review prior to the start of drilling.

2. Boring depth, sampling and boring log requirements
  - a. Each boring shall be drilled to a minimum depth of two tunnel diameters (OD) or ten feet below the invert of the proposed tunnel, whichever is deeper, at each shaft location.
  - b. Perform Standard Penetration Tests (SPT) in each boring, in accordance with ASTM D 1586, using split barrel samplers starting at 2.5 feet below ground surface and continuing at 2.5-foot intervals to the bottom of the Tunnel Zone.
  - c. If soft to medium clays or cemented soils are encountered, obtain at least one undisturbed sample in accordance with ASTM D 1587 for each stratum.
  - d. For cohesive soils, use a Pocket Penetrometer or Torvane to determine the consistency and approximate bearing capacity of the soil.
  - e. Retain a representative sample of each type of material encountered in the split spoon sample for possible future quality control for test results.
  - f. Describe each sample in accordance with ASTM D 2488, including:
    - i. Moisture condition
    - ii. Percent or proportion of soils
    - iii. Particle size range
    - iv. Particle angularity
    - v. Particle shape
  - g. Provide the color of the soil in moist condition.
  - h. If auger refusal is encountered in a drilled hole before the depth specified above is reached, DO NOT TERMINATE the drilling. Advance the drilling continuously using a double-tube core barrel with a diamond bit.
  - i. Samples shall be prepared, transported, and stored prior to laboratory testing in accordance with ASTM D 4220.
3. Standard Penetration Test (SPT) *N*-values
  - a. Hammer blows for each 6 inches of penetration for the STP. The boring log shall note if six (6) inches of penetration are not achieved after one hundred (100) blows.
4. Rock core logging
  - a. Rock Core Recovery (REC), in percent.
  - b. Rock Quality Designation (RQD).
  - c. Photos of all rock cores.
  - d. Observations on joint spacing and orientation.
  - e. Auger refusal

- i. The drilling shall be continued using a double-tube core barrel with a diamond bit capable of retrieving rock samples at least 1 5/8-inch diameter in accordance with ASTM D 2113.
  - ii. Determine the REC and RQD of the rock sample.
- 5. Groundwater levels
  - a. Groundwater level in the boring upon boring completion and at 24 hours after completion of boring.
- 6. Ground elevation (tied to project survey) and depth on each boring log
- 7. Grouting of boring holes
  - a. Fill all boreholes with lean grout following completion of drilling and the end of the groundwater monitoring period.
- C. Laboratory testing shall be performed on samples obtained from the drilling operation. Select samples to be tested after review of the field logs and approval by Engineer and Owner. The following are the minimum tests to be performed on samples:
  - 1. Laboratory testing on selected soil samples. Assume all samples classified in accordance with USCS and half of the samples assigned other listed soil tests.
    - a. Classification of all samples in accordance with the Unified Soil Classification System (USCS) (ASTM D 2487).
    - b. Moisture content tests (ASTM D 2216) and sieve analysis (ASTM D 6913) performed on representative non-cohesive soil samples.
    - c. Moisture content, density and Atterberg Limits (ASTM D 4318) tests performed on representative samples that exhibit a plastic nature.
    - d. Unconfined compressive strength tests (ASTM D 2166) performed on undisturbed clay and cemented soil samples.
  - 2. Laboratory testing on selected rock samples. Assume six (6) sets of tests that include each of the following:
    - a. Unconfined Compressive Strength Test (ASTM D 2938)
    - b. Cerchar Abrasivity Index (CAI, ASTM D 7625)
    - c. Splitting (Brazilian) Tensile Strength (ASTM D 3967)
    - d. Point Load Index Strength (ASTM D 5731)
    - e. Punch Penetration Test
    - f. Moh's Hardness Scale
    - g. Slake Durability (ASTM D 4644) on shale and other similar weak rocks.
    - h. Rock mechanics testing shall be performed by the Earth Mechanics Institute (EMI) at the Colorado School of Mines, GeoTesting Express, or equivalent qualified and experienced rock mechanics laboratory.

## VI. Phase II: Report Requirements

A. This work, if needed, shall be covered by the Allocation for the Phase II Geotechnical Investigation.

### B. Basic Narrative

1. The report shall give an overview of the site description. This shall include discussion of at least the following site properties:
  - a. Location
  - b. Ownership
  - c. Current land usage
  - d. Proximity to major roadways, streams, etc.
2. Review of the conclusions from the Phase I geotechnical desktop review.
  - a. A discussion of previous construction activity shall address any existing fills or subsurface openings, if encountered. Outline the engineering properties of any existing fills pertinent to the project.
3. Stratigraphy
  - a. Discussion of soil and rock strata grouping.
  - b. Strata layers shall be grouped and classified into project specific groups for the purpose of design layout and construction.
4. Discussion of groundwater, proximity/hydraulic connection to surface waters, hydraulic conductivity/permeability, and recommendations/expectations for dewatering pertinent to the project.
5. Discussion of temporary shoring/excavation support properties at proposed launch and exit shaft locations.
6. Conditions present at the site requiring groundwater control, dewatering, or surface drainage during excavation and drilling of shafts. Anticipated types of dewatering shall be described.
7. Summary of field and test data including the following:
  - a. Map of boring locations
  - b. Boring logs
    - i. SPT *N*-values for each split spoon sample per 6-inch of penetration.
    - ii. Rock Core Recovery and Rock Quality Designation for rock cores.
    - iii. Boring surface elevation.
    - iv. Elevation and depth from surface to each soil and rock stratum.
    - v. Elevation and depth of bottom of boring.

- vi. Soil description including color, moisture condition, consistency/relative density and USCS classification designation.
- vii. Rock description, including extent and character of color, weathering, type, and hardness.
- viii. Orientation of bedding planes or foliation relative to axis of boring in rock cores.
- ix. Groundwater information at completion of drilling and at 24 hours after completion.
- x. Information on any bag samples, special observations or other pertinent remarks such as presence of sand stringers, slickenside clay layers, etc.
- xi. The location of the carrier pipe and/or casing pipe shall be superimposed onto the boring logs before final submission.
- c. Tabulate the following field exploration and laboratory test data:
  - i. Field moisture contents.
  - ii. Density values.
  - iii. Atterberg limits.
  - iv. Unconfined compressive strengths according to boring and sample numbers.
- d. Unconfined compressive strengths test stress-strain curve if test is performed.
- 8. Include any other information the Subcontractor deems relevant/necessary to design.
- 9. Report must be signed and sealed by a Professional Engineer registered to the Commonwealth of Kentucky.

VII. Phase III: Additional Geotechnical Investigation (IF NECESSARY)

- A. This work, if needed, shall be covered by the Allocation for the Phase III Geotechnical Investigation.
- B. Phase III will be performed on an IF NECESSARY basis to collect information to supplement Phase II. Phase III would include:
  - 1. A separate proposal detailing the cost required to perform the additional geotechnical investigation, after review of the Phase II Report by Engineer and Owner.
  - 2. Additional field exploration and laboratory testing performed to collect additional data. The type of exploration and testing required will be provided in the testing plan developed in conjunction with Engineer and Owner. These additional explorations and tests will follow the same general procedures as noted in Field Exploration and Laboratory Testing, and may include:
    - a. Additional soil and rock core borings
    - b. Additional laboratory testing of soil and rock samples

- c. Geophysical investigation
- d. Groundwater/infiltration testing



## RMP Project Closeout Checklist

DWQ Project Manager (DWQ PM): Bob Peterson, PE

RMP Project Manager (RMP PM):

Engineer of Record (EOR):

Contractor:

File Manager: Jody Scrivner

Project Name:

DWQ PM
RMP PM
EOR
Contractor
File Manager

	Task	From	To	CC	Complete/ Submitted	Approved	Closeout Requirement
<b>Contract Administration Closeout Checklist</b>							
1	Plan of Operation (Pump Station and Wet Weather Storage Projects Only)	EOR	DWQ PM				Copy of plan to file [plan will include description of facility, how it was design to work, etc] DWQ PM will provide copy to Pump Station Maintenance or Plant Staff
2	Manufacturer's Startup (Pump Station and Wet Weather Storage Projects Only)	EOR	DWQ PM				Report from EOR/Manufacturer with date of startup
3	Training (Pump Station and Wet Weather Storage Projects Only)	Contractor	LFUCG Staff				Letter or email from EOR with sign in sheet of attendees to file
4	Startup with LFUCG (Pump Station and Wet Weather Storage Projects Only)	Contractor	EOR / LFUCG Staff				Letter or email from EOR with date of startup and attendees to file
5	Deliver copies of CCTV Logs	Contractor	EOR/DWQ PM				Hard Copies in File
6	Declaration of Beneficial Occupancy (Consent Decree Compliance)	EOR	DWQ PM	File Manager			Memo from EOR to file
7	Request for Substantial Completion and Punchlist Creation	Contractor	EOR	File Manager			Memo from Contractor to file
8	Verify all easements requirements (as listed in the MOU) have been satisfied	EOR	DWQ PM	Contractor			EOR Memo to File
10	EOR coordinates final inspection and prepares <i>Punchlist</i>	EOR	Contractor	DWQ PM			Punchlist to file
11	Recommendation of release of retainage (less 200% of remaining work estimate)	EOR	DWQ PM	File Manager			Nothing to file
12	Release of retainage less 200% of remaining work estimate	DWQ PM	Contractor	EOR			Nothing to file
13	Prepare Final Adjusting Change Order	EOR	DWQ PM	RMP PM			Nothing to file
15	(Upon completion of punchlist) Letter requesting final pay and release of all retainage. Must include:	Contractor	EOR	DWQ PM			Letter/Email to file
17	<i>Waiver of Release, Claims, and Liens</i>	Contractor	EOR	DWQ PM			EOR Document to File
19	Recommendation for final pay and release of all retainage	EOR	DWQ PM	Contractor			EOR Memo to file
21	Recommendation for project acceptance and initiation of warranty period	EOR	DWQ PM	RMP PM			EOR Letter to file
<b>Engineering Services Closeout Checklist</b>							
25	Record Survey and Drawings	EOR	DWQ PM				Record Survey can be included on record drawings. XYZ coordinates of all manholes, all as-built manhole elevations. Record Drawings to file
26	Model verification (record survey and drawings provided to cap consultant)	DWQ PM	CAP Consultant				Provide record drawings to CAP/Stantec, they will return verified model letter, letter goes to file
27	Consultant's <i>Certificate of Completion</i> to DOW	EOR	DOW/(KIA if SRF funded)	DWQ PM, File Manager			Memo to file
29	Compile complete project construction and project closeout notebook with copies of contract documents, bonds, NTP, pay requests approvals, change requests/approvals, progress meeting agendas/summaries, Daily Inspection Reports and all closeout information listed above included.	EOR & DWQ PM	File Manager				Searchable, digital (.pdf) submitted to file
30	(Pump Station and Wet Weather Storage Projects Only) Statement/inventory of assets accepted into the system and asset values (includes engineering design, CA and RPR, easement costs, permit costs, and construction costs); includes lengths and sizes of all pipes, manholes, pump stations, air release valves, pump stations with description of facilities (screening, grit removal, pumps, buildings, chemical feeds, etc), and all other appurtenant structures	EOR	DWQ PM				Memo to file
<b>Division of Water Quality Closeout Checklist</b>							





## RMP Project Closeout Checklist

**DWQ Project Manager (DWQ PM):** Bob Peterson, PE

**RMP Project Manager (RMP PM):**

**Engineer of Record (EOR):**

**Contractor:**

**File Manager:** Jody Scrivner

**Project Name:**

DWQ PM
RMP PM
EOR
Contractor
File Manager

	Task	From	To	CC	Complete/ Submitted	Approved	Closeout Requirement
31	(Pump Station and Wet Weather Storage Projects Only) Asset inventory and asset values for inclusion in fixed asset inventory and GASB 34	DWQ PM	Finance/ Accounting	RMP PM			Nothing to file
32	Statement of project completion, Consent Decree compliance and accepted into LFUCG system (POTW; fixed assets), initiation of operation, and establishing warranty period. DWQ PM and EOR follow-up with Contractor	RMP PM	DWQ PM	EOR, Consultant Program Manager, File Manager			DWQ Letter to file
33	Record drawings submitted to KIA (KIA Funded projects only)	EOR	KIA	DWQ PM			Proof of submission to file
35	Loan Recipient's <i>Certificate of Completion</i> (KIA Funded projects only)	File Manager	KIA				Proof of submission to file
36	Submittal to KIA (via File Manager) stating initiation of operation date	RMP PM / File Manager	KIA				Memo to file
37	KIA final project closeout per SRF Manual	File Manager	KIA				Nothing to file
39	Distribute shop drawings and record drawings to PSM or Plant Staff	DWQ PM	PSM/SLM	RMP PM			Nothing to file
40	Project File to OnBase file management system	DWQ PM	Chris Bagley				Nothing to file
42	Review of Contractor	DWQ PM	RMP PM	File Manager			Copy to file
43	Review of Engineer of Record	DWQ PM	RMP PM	File Manager			Copy to file



M:\0243\pds01\shared\_projects\175569462\mxd\0205\_UpdateArea\_2.mxd Revised: 2024-04-13 By: agamer

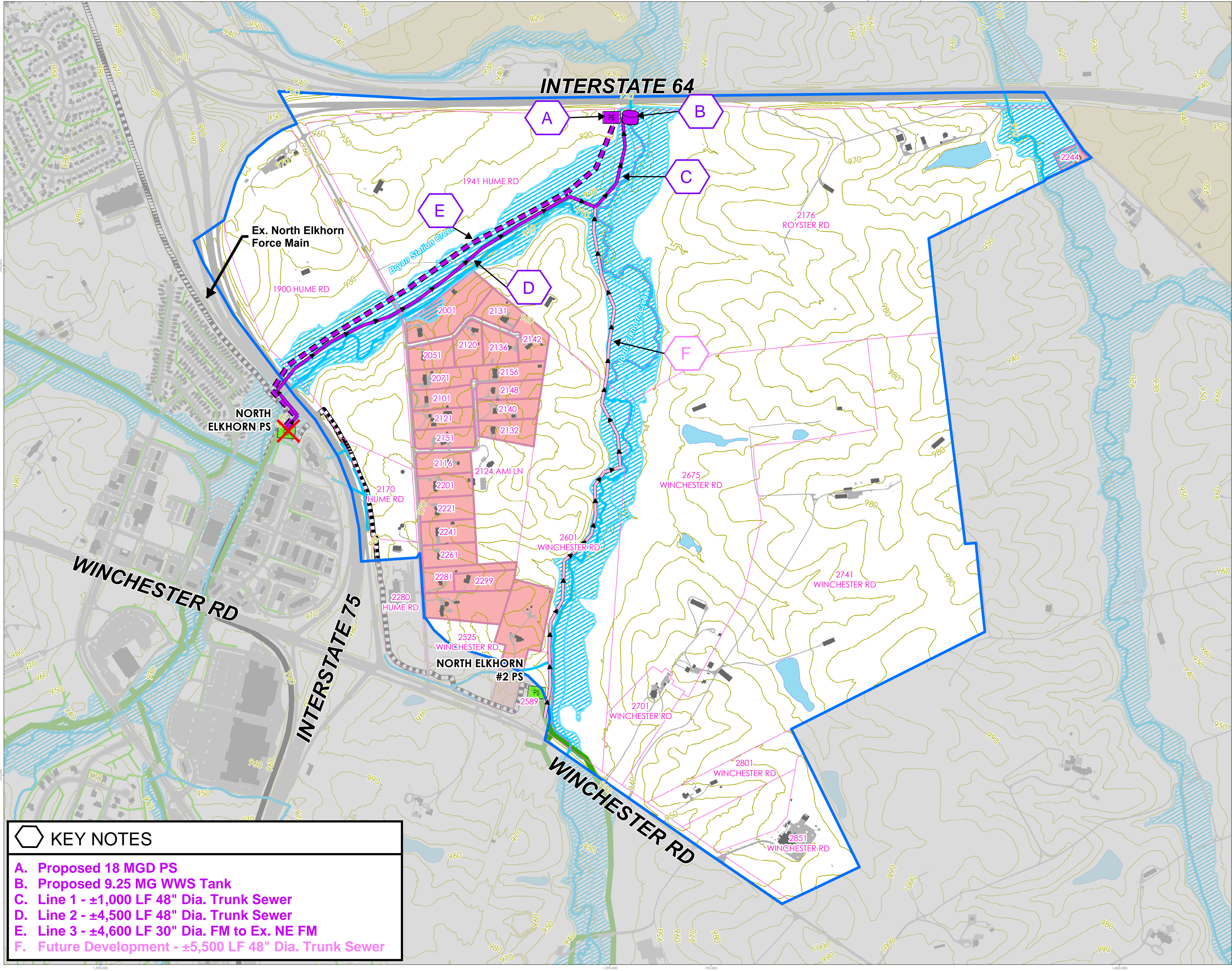
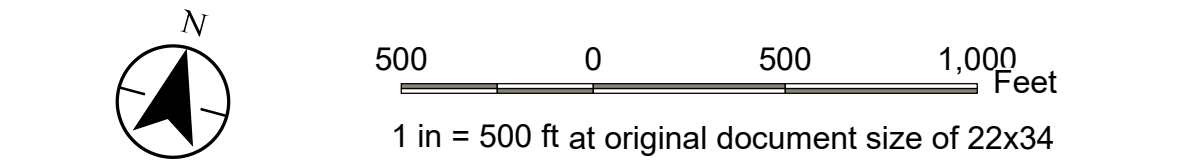


Figure No.  
**NE-1**

Title  
**LFUCG - North Elkhorn PS & Wet Weather Storage Tank**

Client/Project  
Lexington-Fayette Urban County Government  
Sanitary Sewer Capacity Plan

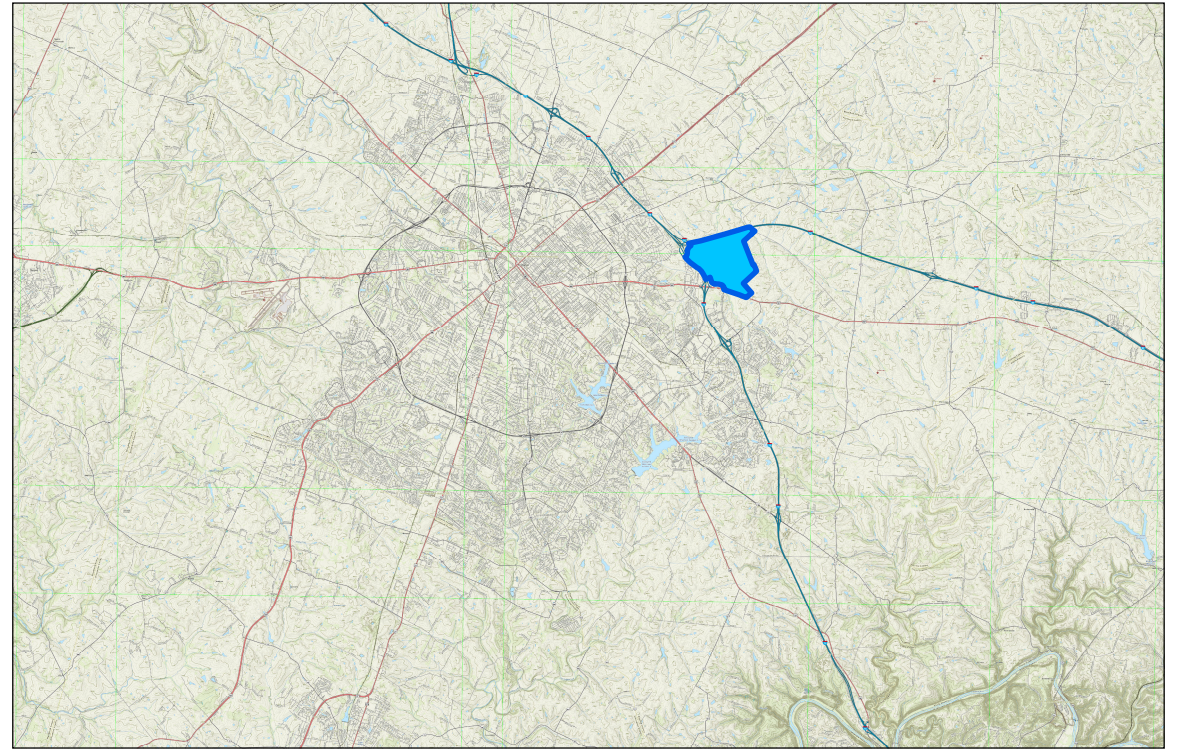
Project Location  
Lexington, Fayette CO, KY



**Legend**

- Study Area
- Parcel
- Trunk Sewer
- Collector Sewer
- Force Main
- Existing PS Ex. PS to be Eliminated
- 1% Annual Chance Flood Hazard
- Contour (10')
- PDR Property
- Rural Residential Parcels\*
- Rural Settlements
- Waterways
- Waterbodies
- Parks

\* Parcels classified as "Rural Residential" are less than or equal to 10 acres in size & are zoned as residential. These parcels are applied WWF based on their acreage but DWF is assumed to be 2 people/acre.





**EXHIBIT B**

**Certificate of Insurance**

**and**

**Evidence of Insurability**



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
09/18/2025

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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> (866) 283-7122 <b>FAX (A/C. No.):</b> (800) 363-0105 <b>E-MAIL ADDRESS:</b>																					
<b>INSURED</b> Tetra Tech, Inc. 424 Lewis Hargett Circle Suite 110 Lexington KY 40503 USA	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Safety National Casualty Corp</td><td>15105</td></tr><tr><td>INSURER B:</td><td>Allied World Surplus Lines Insurance Co</td><td>24319</td></tr><tr><td>INSURER C:</td><td>American International Group UK Ltd</td><td>AA1120187</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Safety National Casualty Corp	15105	INSURER B:	Allied World Surplus Lines Insurance Co	24319	INSURER C:	American International Group UK Ltd	AA1120187	INSURER D:			INSURER E:			INSURER F:		
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INSURER C:	American International Group UK Ltd	AA1120187																				
INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES****CERTIFICATE NUMBER:** 570115461727**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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X, C, U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL6676804	10/01/2025	10/01/2026	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 6676805	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			62785232	10/01/2025	10/01/2026	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	LDC4068970 AOS PS4068969 WI	10/01/2025	10/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
A					10/01/2025	10/01/2026	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
B	Environmental Contractors and Prof			03120276 Prof/Poll-claims Made Cov SIR applies per policy terms & conditions	10/01/2025	10/01/2026	Each Claim Aggregate	\$5,000,000 \$5,000,000

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

Re: Evidence of Insurance.

Stop Gap Coverage for the following states: OH, ND, WA, WY.

**CERTIFICATE HOLDER****CANCELLATION**

<b>CERTIFICATE HOLDER</b> Tetra Tech, Inc. 424 Lewis Hargett Circle, Suite 110 Lexington KY 40503 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> <i>Aon Risk Insurance Services West, Inc.</i>
----------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**EXHIBIT C**

**Proposal of Engineering Services**

**and**

**Related Matters**



**LEXINGTON**

**REQUEST FOR QUALIFICATIONS AND PROPOSALS**

**DESIGN AND PREPARATION OF CONTRACT  
DOCUMENTS AND SERVICES DURING  
CONSTRUCTION OF**

# **North Elkhorn Pump Station & Wet Weather Storage**

**RFP #38-2025  
RMP PROJECT # NE-01**

**November 13, 2025**



**TETRA TECH**



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November 13, 2025

Mr. Todd Slatin  
Purchasing Director  
Lexington-Fayette Urban County Government (LFUCG)  
200 E. Main Street  
Lexington, KY 40507

**RE: PROPOSAL TO PROVIDE DESIGN AND PREPARATION OF CONTRACT DOCUMENTS AND SERVICES DURING CONSTRUCTION - North Elkhorn Pump Station and Wet Weather Storage - RFP # 38-2025**

Dear Mr. Slatin and Selection Committee Members:

Tetra Tech understands the unique challenges and opportunities facing the Lexington-Fayette Urban County Government (LFUCG) in managing and upgrading critical wastewater infrastructure throughout the Urban Service Area. Tetra Tech fully understands LFUCG's commitment to complying with environmental requirements and standards based on our role as the EPA Consent Decree MS4 Program Manager and being the engineer of record on several Consent Decree Remedial Measures Plan (RMP) design and construction projects, including the West Hickman Wastewater Treatment Plant (WHWWTP) Wet Weather Storage and Headworks Improvements, the Wolf Run Wet Weather Storage Facility, and the West Hickman Wet Weather Storage – Phase 2 projects. Tetra Tech has a proven track record of being committed to working as a team member beside of LFUCG personnel to assist LFUCG in meeting their goals.

We understand the importance of the North Elkhorn Pump Station and Wet Weather Storage facilities (NE3PS) Project to LFUCG's commitment to the Consent Decree requirements and long-term infrastructure and compliance goals. The NE3PS is a complex project involving a highly visible construction operation and tunneling of a major US interstate highway. This project will eliminate one pump station NE1 and have the capacity to eliminate another pump station NE2. Our team—comprising experienced project manager, engineers, and technical specialists—will ensure the successful completion of each project phase, from preliminary design through construction and closeout. Tetra Tech's approach emphasizes collaboration, quality control, and schedule adherence to meet LFUCG's milestones and deliverables, including the 2028 construction completion target.

**EXTENSIVE DESIGN EXPERIENCE.** Tetra Tech is a leading national consulting firm that has been ranked Number 2 in the nation for sewer and waste by *Engineering News-Record* (ENR) and Number 3 in the Top 500 Design Firms. For over 30 years, our Lexington office's technical design staff has studied, planned, designed, permitted and provided construction administration services across Kentucky and assisted other Tetra Tech offices with these tasks across the United States. Our multidisciplinary team offers a proven track record in pump station and wet weather storage design, permitting, construction administration, and resident project representation, all aligned with LFUCG's Sanitary Sewer and Pump Station Manual and Consent Decree requirements/design guidelines. We are committed to providing innovative, cost-effective, and sustainable solutions that enhance system reliability and protect water quality for the Lexington community.

**EXTENSIVE EXPERIENCE ON SIMILAR PROJECTS.** The Tetra Tech team members we have assembled for this project are currently working together on similar projects with diversion, pump stations, and AWWA D110 tanks for other utilities in the Commonwealth. These projects include Lakeview Pump Station and EQ tank (38.3 MGD pumping capacity, 10.5 MG storage, in construction), Central Boone County Conveyance – Phase 2 Pump Stations (Two 10 MGD pump capacity in series, lead pump station is expandable to 32.9 MGD for future WWS tank, in construction), W6 Pump Station (5 MGD, expandable to 11 MGD for future

**TETRA TECH  
BY THE NUMBERS**

**58**  
years in business

**550**  
offices  
worldwide

**30,000** global  
personnel

**KENTUCKY  
NUMBERS**

 **100+**  
local personnel

 **3** local Tetra Tech offices

 **20+**  
Local W/WW  
Municipalities  
Served

**REGIONAL  
NUMBERS**

**77** water treatment plants

**165** wastewater  
treatment plants

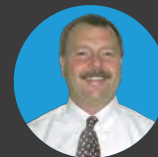
**136** projects in the Midwest

**60+** hydraulic modeling  
projects

**60+** SCADA projects

**200** lift stations

**POINT OF  
CONTACT**



**Herbert R.  
LEMASTER, PE**  
Vice President,  
Project Manager

**ADDRESS:**

424 Lewis Hargett Circle, Suite 110  
Lexington, KY 40503

**PHONE:** 859-514-8752

**EMAIL:** herb.lemaster@tetrattech.com



WWS tank, in construction), Church Street Pump station and EQ Tank (7.2 MGD pumping capacity, 2.6 MG storage, prepared for bidding), and Central Boone County Conveyance – Phase 3 & 4 (35,000 feet of 30 and 36-inch gravity sewer, prepared for bidding).

The Tetra Tech team has no learning curve associated with understanding the needs for facilities described in this RFP and their associated challenges, we can efficiently and effectively move forward with the design. The Qualifications and Past Performance section of our submittal lists projects performed by the people on our team who have the necessary understanding and experience to perform this project quickly and efficiently. We have provided studies, planning activities, design, and construction administration for many projects like this across Kentucky and the Nation.

**PROVEN PERFORMANCE WITH LFUCG.** Tetra Tech is the Engineer of Record for the WHWWTP Wet Weather Storage (WWS) and Headworks Improvements project, Wolf Run WWS facility, West Hickman Wet Weather Storage – Phase 2 and several stormwater improvements projects. Our local office has provided planning, permitting, design, and construction administration services for these projects. When necessary, we have integrated our national experts within Tetra Tech into a cohesive and responsive team that has met the demanding requirements and schedules of these highly complex projects. We understand the procedures and processes of LFUCG's RMP Group, their program management consultant, and LFUCG's Central Purchasing Department. On our previous projects with LFUCG RMP we have worked closely with LFUCG's project manager to maintain project schedules and project needs in order to reduce the efforts of the program management consultant. With this project we will take the same approach to reduce the efforts necessary for the LFUCG staff. Because of our past experiences, there will be no learning curve – we will hit the ground running, saving you time and money.

**TEAM-ORIENTED APPROACH.** Tetra Tech understands the importance of listening to the people who will be maintaining and operating this facility. We are committed to providing open communication to ensure that the needs and concerns of LFUCG staff are addressed and included in design documents and the operational and maintenance plans. Our goal is to operate as a direct extension of your staff and reduce the effort required from your staff for this project. We have demonstrated our ability to do this on other Consent Decree projects at West Hickman and Wolf Run.

#### **WHY CHOOSE TETRA TECH**

- ◆ Established a reputation of providing the high -level of service you expect.
- ◆ Long-term experience working with LFUCG on various projects.
- ◆ Uses a problem-solving approach. When we identify a problem that requires input by your staff, we will always bring you viable solutions to consider.
- ◆ The staff assigned to this project are currently working as a team to complete similar projects (diversion, pumpstation, AWWA D110 wet weather storage tanks).
- ◆ Staff and resources available to meet your schedule.
- ◆ We will serve as an extension of your staff.

Tetra Tech has included team members from Magna Engineers to assist with the electrical/instrumentation design, Webster Environmental to assist with odor control design and Third Rock Consultants for environmental permitting needs. We are currently working with Magna, Webster, and Third Rock on projects, similar to the North Elkhorn Pump Station and Wet Weather Storage project, there is no learning curve between the team members. The majority of the work for this project will be performed in the Lexington office with assistance of experts from sister offices, as needed. If necessary, Tetra Tech has ample additional resources that can be utilized to meet schedule demands. Being local to the community means that we are personally invested in improving the quality of life in Lexington, and we take great pride in working together with you to reach your goals. We look forward to working with you on this project and continuing the relationships we have developed.

We appreciate the opportunity to submit this proposal and look forward to continuing our partnership with the Lexington-Fayette Urban County Government in support of its ongoing environmental and infrastructure initiatives. Should you have any questions or require additional information, please contact Herb Lemaster, PE at 859-619-8544 or [Herb.Lemaster@tetrattech.com](mailto:Herb.Lemaster@tetrattech.com).

Sincerely,

Tetra Tech, Inc.



Herbert R. Lemaster, PE  
Vice President & Project Manager



**ADDENDUM #1**

RFP Number: 38-2025

Date: October 10, 2025

Subject: **Design and Preparation of Contract Documents and Services During  
Construction  
North Elkhorn Pump Station and Wet Weather Storage**

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:**

**The RFP package has been updated, please use this package for your submittal.**

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: Tetra Tech, Inc.

ADDRESS: 424 Lewis Hargett Circle, Suite 110, Lexington, KY 40503

SIGNATURE OF BIDDER: 





**ADDENDUM #2**

RFP Number: 38-2025

Date: October 22, 2025

Subject: North Elkhorn 3 PS & WWS

Address inquiries to:

Brian Marcum  
(859) 258-3320  
brianm@lexingtonky.gov

**TO ALL PROSPECTIVE SUBMITTERS:**

**Please be advised of the following clarifications to the above referenced RFP:**

**Pre-Proposal Meeting Minutes**

Re: **North Elkhorn 3 PS & WWS**

Date: October 16, 2025

Time: 1:30 PM

Location: LFUCG Division of Water Quality, 125 Lisle Industrial Avenue, Lexington, KY

**Sign-In Sheet Attached**

**Introduction:**

Charlie Martin – LFUCG - DWQ Director

Bob Peterson – LFUCG - RMP Program Manager/Project Manager

Fletcher Gabbard – LFUCG - Construction Superintendant



Jody Scrivner – LFUCG – Admin. Specialist Principal

Sherita Miller – LFUCG – Minority Business Liaison

Brian Marcum – LFUCG – Buyer

**Division of Procurement Comments:**

1. Brian Marcum, Division of Procurement, discussed proposal submittal protocols. Questions, in writing, shall be submitted to Mr. Marcum at [brianm@lexingtonky.gov](mailto:brianm@lexingtonky.gov) and are due by November 5, 2025.
2. Proposals shall be submitted through IONWAVE are due November 13, 2025, by 2:00 pm. <https://www.lexingtonky.gov/current-bids-quotes-and-rfps>
3. Sherita Miller, Division of Procurement, discussed Disadvantaged Business Enterprise Goals. Goals are 12% Women Owned, 5% Minority owned and 3% for Veteran Owned Businesses for a total of 20%.

**Project Overview:**

1. Bob Peterson explained that the pump station will be designed to meet the consent decree needs, and future Urban Service Area needs, the pump station will be constructed to accept gravity flow from two other pumps stations that will be eliminated in the future.
2. Charlie Martin explained that the project is KIA funded, and the last item to complete the paperwork is to select the Consultant. Charlie advised that the Scope of Services will have detailed information for the Consultant, and they should not directly reach out to KIA, DWQ will handle that part. The Engineer's scope for KIA only includes reports required during construction.



3. Charlie Martin advised that he will manage the odor control portion of the project.
4. Charlie Martin explained that Banks Engineering is the Engineer for surveying, and the Consultant will need to work closely with them.

### Question and Answer

1. Joe Herman (Stantec) - The RFP says you are going to bid the project as one construction project package. Is that going to happen?

Bob Peterson (DWQ) – We do not want it separated because if the pump station is completed before the line work is complete, it may not line up correctly. It is easier for one contractor to fix any issues, and it could affect the warranty. There is a mile of gravity line and a mile of force main, approximately two miles total. The contractor may sub parts of the project, but it would be up to the prime contractor to coordinate the start-up schedule.

2. Joe Herman (Stantec) - Is there anything out of the ordinary discovered during the land survey?

Charlie Martin (DWQ) – The land survey has not happened. We are waiting for the second reading from the Council. The second reading is scheduled for the 23<sup>rd</sup> of this month, and Banks Engineering may start surveying on the 28<sup>th</sup>.

Charlie Martin stated we are still waiting on the clearing house, and this is not part of the urban services boundary.

### Closing Comments:

1. Bob Peterson reiterated that part of the project has requirements from the consent decree plus future needs. Since this is not strictly a consent decree project it opens up the possibility for all consultants to propose on this project.



2. Bob Peterson addressed how comments from Kurt Zehnder with Hazen and Sawyer appeared on the documents posted on Ion Wave. He explained how he had copied and pasted a few things from a previous project that Kurt had been assigned to and reassured everyone that Kurt Zehnder had not seen the bid documents before anyone else.





# North Elkhorn 3 Pump Station & Waste Water Storage

October 9 2025

Pre-Proposal Meeting Sign In Sheet

Name	Company	Phone	Email
Kurt Zehnder	Hazen and Sawyer	859-317-1424	kze@hazensawyer.com
Bob Peterson	LFCC	859-425-2438	RPE@LFCC.com
Charles Mat. J	LFCC	859-425-2438	Chmat@lfcc.com
Stephanie Blair	Palmer Engineering	859-221-5887	sblair@palmereng.com
JOHN STEINMETZ	BANKS ENGINEERING	859-421-9695	JSTEINMETZ@BANKSENGINEERING.COM
Sherry mulkins	Clark Dietz	502-797-8658	Sherry.mulkins@clarkdietz.com
Liz Dienst	Stand Assoc	859-225-8500	liz.dienst@stand.com
JUE HERNANDEZ	STANTEC	859-422-3043	JUE.HERNANDEZ@STANTEC.COM
Frank England	GRW Engineers	606-307-4862	frank@grwinc.com
Sherry Mulder	UFCU PHARMACY	859-258-3323	sherry@ufcu-pharmacy.com
JOHN WUNDER	STANTEC	859-422-3005	JOHN.WUNDER@STANTEC.COM
Heidi Lanastre	Tetra Tech	859-618-8548	heidi.lanastre@tetra-tech.com
Jonathan Nieman	Black & Veatch	859-492-1425	NiemanJ@BV.com
TRACY JONES	CIVIL DESIGN INC (NBE)	859-351-0207	tjones@civildesigninc.com
Kristen Crumpton	AECOM	502-541-7688	kristen.crumpton@aecom.com
Katie Beard	PRIME AT	502-330-3125	Katie.beard@primeat.com



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: Tetra Tech, Inc.

ADDRESS: 424 Lewis Hargett Circle, Ste 100, Lexington, KY 40503

SIGNATURE OF BIDDER: 





**ADDENDUM No. 3**Bid Number: **#38-2025**

Date: November 6, 2025

Subject: North Elkhorn 3 Pump Station and  
Wet Weather Storage  
Remedial Measures Plan ID No. NE-1

Address inquiries to:

Q&A Module on Ion Wave  
Brian Marcum  
[brianm@lexingtonky.gov](mailto:brianm@lexingtonky.gov)  
(859) 258-3325**TO ALL PROSPECTIVE SUBMITTERS:**

Please be advised of the following clarifications to the above referenced Bid:

	Questions	Answers
1.	Task 7 of RFP narrative states to provide RPR services for 18 months which is 3,120 hours at 40 hours/week. The third sentence of same paragraph states Fee proposal includes 2,080 hours RPR. The Fee Proposal sheet for Task 7 states (assume 3,120 hours at...). Please confirm the submitted fee is to be for 3,120 hours	Use 18 months and 3120 hours.
2.	Will the consultant need to conduct an evaluation for the potential effectiveness of the proposed oxygen injection system for the force main prior to design?	The consultant should engage the vendor's technical staff to fully understand any constraints/limitation for applying the specified odor control solution.
3.	Can LFUCG expand upon what is included in the allowance amount for Permitting?	The allowance for printing and permitting is a pass-through cost for Printing, Permitting Fees and related costs. For example, if a permit requires public notice, this will pay for the newspaper advertisement.
4.	Does LFUCG require a detailed breakdown on fee (hours & hourly rates) or just the summary sheet? If a detailed breakdown is required, can this be submitted on a single 11X17 sheet to conserve space/page counts?	LFUCG does not require a detailed breakdown on fee, only the summary sheet is required.





5.	<p>There is a disconnect between the RFP and Addendum #2 regarding which survey services are required. Addendum #2, Item 4 from the pre-proposal meeting states that the survey requirements will be met by Banks Engineering.</p> <p>However, the RFP specifically states that Banks has been engaged to "conduct the field surveying necessary for easement acquisitions and fee simple property acquisition".</p> <p>Are the rest of the survey requirements to be met by Banks as part of their contract with LFUCG, or should bidders include the listed survey requirements for this project in the RFP in their submitted cost proposal, namely those in:</p> <ul style="list-style-type: none"> <li>• Task 2, Item #2 (topographical, utilities, benchmark, etc.)</li> <li>• Task 3, Item 2 (rock soundings),</li> <li>• Task 5, Item 4 (post construction survey) and</li> <li>• Task 5, Item 9 (record survey)</li> </ul>	<p>Addendum #2 and Addendum #3 supersede the RFP.</p> <p>Banks will be performing survey of topography and utilities in order to acquire property and easements and lay out a preliminary alignment.</p> <p>Rock soundings, post construction survey and record survey shall be the responsibility of the Design consultant.</p>
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MAYOR LINDA GORTON



**LEXINGTON**

TODD SLATIN  
DIRECTOR  
CENTRAL PURCHASING

Todd Slatin, Director  
Division of Central Purchasing

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

COMPANY NAME: Tetra Tech, Inc.

ADDRESS: 424 Lewis Hargett Circle, Suite 110, Lexington, KY 40503

SIGNATURE OF BIDDER: \_\_\_\_\_



Firm Submitting Proposal: Tetra Tech, Inc.

Complete Address: 424 Lewis Hargett Circle, Suite 110, Lexington, KY 40503  
Street City Zip

  
Contact Name: Herb Lemaster, PE Title: Vice President

Telephone Number: 859.223.8000 Fax Number: 859.224.1025

Email address: Herb.Lemaster@tetrattech.com

## 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 Central Purchasing  
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.

**PRIVILEGED AND CONFIDENTIAL**

**AFFIRMATIVE ACTION PROGRAM  
FOR  
WOMEN & MINORITIES**

**Tetra Tech, Inc**



# AFFIRMATIVE ACTION PROGRAM FOR WOMEN & MINORITIES

**Contractor:** Tetra Tech, Inc.

**EEO Manager:** Janet Brunner

## **CONFIDENTIAL TRADE SECRET MATERIALS**

**(Not for distribution except on a need-to-know basis.)**

This affirmative action program contains confidential information that is subject to the provision of 18 U.S.C. 1905, *Chrysler Corp. v. Brown*, 441 U.S. 281, 19 FEP 475 (1979). Furthermore, release of any trade secret, confidential statistical or commercial information is considered arbitrary and capricious and is in violation of the Administrative Procedure Act. See *CNA Financial Corp. v. Donovan* 830 F.2d 1132, 1144 and n. 73 (D.C. Cir.) certiorari denied, 485 U.S. 977 (1988). Copies of this affirmative action program and all related appendices, documents, and support data are made available on loan to the U.S. Government upon the request of said Government on the condition that the Government holds them totally confidential and does not release copies to any persons whatsoever. This affirmative action program and its appendices and other supporting documents contain much confidential information that may reveal, directly or indirectly, plans for business or geographical expansion or contraction. Pursuant to the Freedom of Information Act, this affirmative action program is exempt from disclosure, reproduction and distribution upon the grounds, among others, that such material constitutes 1) personnel files, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, and that are exempt from disclosure under 5 U.S.C. 552(b) (6); 2) confidential, commercial or financial information, which is exempt from disclosure under 5 U.S.C. 552(b) (4); 3) investigatory records compiled for law enforcement purposes, the production of which would constitute an unwarranted invasion of personal privacy, and that are exempt from disclosure under 5 U.S.C. 552(b) (7) (C); and 4) matters specifically exempted from disclosure by statute, which are exempt from disclosure under 5 U.S.C. 552(b) (3). Notice is hereby given of a request that this Program be kept confidential.

Tetra Tech, Inc wishes to make it clear that it does not consent to the release of any information whatsoever contained in this affirmative action program under the Freedom of Information Act or otherwise. If the U.S. Government, or any agency or subdivision thereof, is considering breaching the conditions under which this affirmative action program was loaned to such government, or is considering a request of this Program under the Freedom of Information Act, request is hereby made that the Government immediately notify Tetra Tech, Inc and its counsel of any and all Freedom of Information Act requests by the government or any other contemplated release of this Program by the Government that relates to information obtained by the Government. Tetra Tech, Inc further requests that everyone who has any contact with this affirmative action program and its supporting appendices, documents and other data treats such information as totally confidential and that such information not be released to any person whatsoever. Retention or disclosure of information relating to identifiable individuals may also violate the Privacy Act of 1974.



## INTRODUCTION

Tetra Tech, Inc develops an annual affirmative action program as one of several tools to implement the affirmative action policies effectively. The form, language and analysis of the program necessarily complies with the requirements of 41 CFR 60-2, et seq. (affirmative action programs) and other regulations established pursuant to the provisions of Executive Order 11246 and all other civil rights related laws and regulations that have or may be enacted, as amended. Accordingly, terminology such as "problem areas" and "utilization analysis" appearing in this affirmative action program is that which the organization is required to use by these regulations. The criteria used in relation to these terms are those specified by the Government. These terms have no independent legal or factual significance whatsoever. Although Tetra Tech, Inc uses this terminology and methodology in connection with this affirmative action program and the affirmative action policies, such usage does not necessarily signify that the organization agrees that these terms properly apply to any particular factual situation.

Information regarding identifiable individuals is private and confidentially maintained. Everyone who has official access to confidential data will exercise every precaution to protect this information.

## **DESIGNATION OF RESPONSIBILITY**

### **41 CFR Section 60-2.17(a), 60-2.10(b)(2)(i)**

Dan Batrack, CEO, has overall responsibility for implementation of the Equal Employment Opportunity Policy. Janet Brunner, Equal Employment Opportunity Manager, assumes the responsibility for the development, implementation and monitoring of the affirmative action program, which includes all those positions located in subordinate and/or lower-level establishments for which the selection decisions are made at the corporate level.

Responsibility for the implementation and monitoring of the affirmative action program rests with the EEO Manager, whose responsibilities include but are not limited to the following:

1. Developing policy statements and affirmative action programs.
2. Developing internal and external communication procedures when appropriate.
3. Developing an internal audit and reporting system that:
  - a. Identifies areas that require remedial action, and develops programs to correct those problem areas.
  - b. Determines the degree to which the goals and objectives are reached.
4. Monitoring the following internal practices:
  - a. Proper display of EEO posters and policies.
  - b. Full participation of minority, female, and disabled employees in all Tetra Tech, Inc sponsored educational, training, recreational, and social activities.
5. Assisting management in solving any identified problems. It is the responsibility of department heads, managers, and supervisors to provide the EEO Manager with such information and/or statistical data as is necessary to measure progress toward the attainment of goals and to assure good faith efforts to implement the affirmative action program. Such information and/or statistical data are used to set reasonable placement goals.
6. Keeping management informed of the latest developments in the equal employment opportunity area.
7. Assisting employees in solving problems and resolving EEO complaints.
8. Serving as a liaison between Tetra Tech, Inc and appropriate women and minority groups.
9. Serving as a liaison between Tetra Tech, Inc and appropriate EEO enforcement agencies.

## **IDENTIFICATION OF PROBLEM AREAS**

### **41 CFR Section 60-2.17(b)**

As part of the monitoring practice, an analysis of personnel matters is conducted. The following items are considered:

1. Composition of the workforce by minority group and sex. Good faith placement goals are established where necessary.
2. Composition of applicant flow by minority group and sex. Corrective action is taken when appropriate whenever the referral ratio of women and minorities indicates a significantly higher percentage is being rejected as compared to non-minority and male applicants.
3. Compensation system. Tetra Tech, Inc evaluates its compensation system to determine whether there are gender, race or ethnicity-based disparities. The purpose of the analysis is to identify potential areas where impediments to equal employment opportunity may exist. Disparities alone do not necessarily indicate a problem area; there may be many non-discriminatory reasons for a disparity.
4. Selection process. The selection process includes: position descriptions, titles, application forms, pre-employment forms, interview procedures, test validity and administration, referral procedures, final selection process and similar factors. The application and related pre-employment forms are in compliance with federal guidelines, and position descriptions accurately reflect actual duties and responsibilities.

The following areas are reviewed annually to ensure the success of this affirmative action program:

- Transfer and promotion practices,
- Facility and Tetra Tech, Inc sponsored recreational, social and educational events,
- EEO posters,
- Policy statements,
- Training Programs, and
- Suitable housing and transportation does not inhibit recruitment efforts and employment of minorities.

## **ORGANIZATIONAL PROFILE**

### **41 CFR Section 60-2.11**

#### **Organizational Display**

The Organizational Display is a detailed presentation of the Tetra Tech, Inc. organizational structure. It identifies each organizational unit and shows the relationship to other organizational units.

An organizational unit is any component part of the Tetra Tech, Inc. corporate structure. It might be a department, division, section, branch, group, project team, job family, or similar component. This includes an umbrella unit (such as a department) that contains a number of subordinate units, and it separately includes each of the subordinate units (such as sections or branches).

For each organizational unit, the organizational display includes the following:

1. The name of the unit;
2. The job title, gender, race, and ethnicity of the unit supervisor(s) (if the unit has a supervisor);
3. The total number of male and female incumbents; and
4. The total number of male and female incumbents in each of the separate minority groups.

The total number of incumbents in each minority classification is given for each job title. All job titles, including all managerial job titles, are listed.

**WORKFORCE BY JOB GROUP**  
**41 CFR Sections 60-2.12, 60-2.17(b)(1)**

The Job Group Analysis groups jobs with similar content, wage rates, and opportunities into job groups. This analysis includes a list of the job titles that constitute each job group.

## **PLACEMENT OF INCUMBENTS IN JOB GROUPS**

### **41 CFR Section 60-2.13**

Tetra Tech, Inc states separately the percentage of minorities and the percentage of women it employs in each job group established pursuant to Sec. 60-2.12.

## **WORKFORCE BY JOB GROUP - ANNOTATIONS**

### **41 CFR Section 60-2.1e**

Tetra Tech, Inc. prepares a separate Job Group Annotations report, which lists employees who are included in an affirmative action program for an establishment other than the one in which the employees are located, and identifies the actual location of such employees.

**EVALUATION OF PERSONNEL ACTIVITY**  
**41 CFR Section 60-2.17(b)(2)**

Tetra Tech, Inc. evaluates personnel activity to determine whether there are selection disparities.



## **DETERMINING AVAILABILITY**

### **41 CFR Section 60-2.14**

Availability is an estimate of the number of qualified minorities or women available for employment in a given job group, expressed as a percentage of all qualified persons available for employment in the job group. The purpose of the availability determination is to establish a benchmark against which the demographic composition of the incumbent workforce can be compared in order to determine whether barriers to equal employment opportunity may exist within particular job groups.

Tetra Tech, Inc. separately determines the availability of women and minorities for each job group. To determine availability, Tetra Tech, Inc. considers the following factors:

1. The percentage of minorities or women with requisite skills in the reasonable recruitment area. The reasonable recruitment area is defined as the geographical area from which the contractor usually seeks or reasonably could seek workers to fill the positions in question. 41 C.F.R. 60-2.14(c)(1).

Factor 1a considers the percent of women and minorities with requisite skills in a local recruitment area. The most current U.S. Census data is used to derive the availability of women and minorities. If this factor is used, it is because Tetra Tech, Inc. recruits, and many of its applicants live within the local recruitment area, or because we plan on recruiting in this region in the future. Any recruitment practices unique to a job group are noted on the Availability Analysis.

2. The percentage of minorities or women among those promotable, transferable, and trainable within the contractor's organization. Trainable refers to those employees within the contractor's organization who could, with appropriate training that the contractor is reasonably able to provide, become promotable or transferable during the AAP year. 41 C.F.R. 60-2.14(c)(2).

Factor 2a considers the percentage of women and minorities promotable and transferable within the contractor's organization. If this factor is chosen, it is because we fill positions by recruiting from within the workforce either through promotions or transfers. Internal applicants normally apply for these positions. Any recruitment practices unique to a job group are noted on the Availability Analysis.

## **PLACEMENT GOALS - COMPARING INCUMBENCY TO AVAILABILITY**

### **41 CFR Section 60-2.15**

Tetra Tech, Inc compares the percentage of women and minorities in each job group determined pursuant to Sec. 60-2.13 with the availability for those job groups determined pursuant to Sec. 60-2.14. When the percentage of minorities or women employed in a particular job group is less than would reasonably be expected given their availability percentage in that particular job group, a placement goal is established in accordance with Sec. 60-2.16.

## **PLACEMENT GOALS**

### **41 CFR Section 60-2.16**

Placement goals serve as objectives or targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire affirmative action program work. Placement goals are also used to measure progress toward achieving equal employment opportunity.

The establishment of a goal under Sec. 60-2.15 is neither a finding nor an admission of discrimination.

Where, pursuant to Sec. 60-2.15, a placement goal for a particular job group is established, a percentage goal is equal to the availability figure derived for women or minorities, as appropriate, for that job group.

In establishing placement goals, the following principles from Sec 60-2.16(e) also apply:

1. Placement goals are neither rigid or inflexible quotas, nor are they considered to be either a ceiling or a floor for the employment of particular groups.
2. All employment decisions are made in a nondiscriminatory manner. Placement goals are not used to extend a preference to any individual, select an individual, or adversely affect an individual's employment status on the basis of that person's race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. Placement goals do not create set-asides for specific groups, nor are they intended to achieve proportional representation or equal results.
4. Placement goals are not used to supersede merit selection principles.

## **ACTION ORIENTED PROGRAMS**

### **41 CFR Section 60-2.17(c)**

Tetra Tech, Inc develops these action-oriented programs to correct any problem areas identified in the Identification of Problem Areas 41 C.F.R. Section 60-2.17(b) and to attain established goals and objectives.

#### **THE SELECTION PROCESS**

1. At least annually, a detailed analysis of position descriptions is conducted to ensure that they accurately reflect position functions.
2. Job requirements are validated by division, department, location or other appropriate organizational units. Special attention is given to academic, experience, physical, and skill requirements to ensure that the requirements themselves do not constitute inadvertent discrimination. Job specifications are free from bias in regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disabled or veteran status, except where there is a bona fide occupational qualification. Job requirements are validated when the number of individuals from a particular race or gender group is disproportionately selected as determined by Impact Ratio studies.
3. Position descriptions and specifications are distributed to recruiting sources and members of management involved in the recruiting, screening, selection, and promotion processes.
4. Selection processes are evaluated at least annually to ensure that they are nondiscriminatory.
5. Individuals who have a role in the selection process are chosen with special care given to their qualifications for such roles and are provided any necessary ongoing training to ensure that the selection processes remain nondiscriminatory.

#### **RECRUITMENT**

Any one or all of the following techniques are used to improve recruitment and increase the flow of minority or female applicants:

1. Linkage with recruiting sources, which may include briefing sessions, plant tours, presentations by minority and female employees, and full descriptions of appropriate job openings and the selection process;
2. Encouragement of minority and female employees to refer qualified applicants;
3. Inclusion of women and minorities on the personnel staff;
4. Minority and female participation in career days, youth motivation programs and other similar programs in the community;
5. Minority and female participation in "job fairs;"
6. Active recruiting at various training institutions, especially those that have high minority and female enrollments; and
7. Expansion of help-wanted advertising to include the minority news media and women's interest media.

#### **PROMOTIONS**

Any one or all of the following techniques are used to improve promotional opportunities for minority and female employees:

1. Posting or general announcement of all appropriate job openings;
2. Assessment of current female and minority employees' academic, skill and experience levels;
3. Provision of job training and work-study programs;
4. Completion of performance appraisals;
5. Validation of job specifications;
6. Justification by supervisors when apparently qualified minority or female employees are passed over;
7. Establishment of career counseling programs, which may include attitude development, education aid, job rotations, buddy systems and similar programs;
8. Ongoing review of seniority practices in clauses and contracts to ensure that they are nondiscriminatory; and
9. Review of all company-sponsored recreational and social activities to ensure that they are desegregated.

## **INTERNAL AUDIT AND REPORTING SYSTEMS**

### **41 CFR Section 60-2.17(d)**

Monitoring and reporting procedures are developed to evaluate the extent to which the goals of the affirmative action program are being met. Tetra Tech, Inc takes the following measures:

1. Information on race and sex is obtained when an application for a position is submitted.
2. An Adverse Impact (Impact Ratio) Analysis is performed when sufficient data exists on applicants, hires, promotions, and terminations to ensure compliance with the Uniform Employment Selection Guidelines.
3. Any training programs are analyzed regularly to eliminate potential discrimination in participation rates.
4. Any tests administered are routinely analyzed to uncover potential discrimination in grading scores or test results.
5. Compensation practices are reviewed at least annually for wage discrepancies.
6. The Availability Analysis for women and minorities is reviewed and good faith placement goals are established when necessary.
7. Progress toward established goals is reviewed at least annually for possible adjustments to employment practices.
8. Internal reporting is prepared as needed to determine why goals were not met.
9. Results of the affirmative action program are reviewed with all levels of management.
10. Top management is informed on a regular basis of the effectiveness of these policies and any recommendations for improvement.

**GOALS PROGRESS**  
**41 CFR Section 60-2.16, 60-2.17(d)**

Tetra Tech, Inc. monitors progress toward goals.

## **RELIGION AND NATIONAL ORIGIN DISCRIMINATION GUIDELINES**

### **41 CFR Section 60-50**

Tetra Tech, Inc reaffirms its policy to afford equal employment opportunity to all individuals. Neither national origin nor religion is a factor in recruitment, selection, promotion, transfer, termination, or participation in training. The following activities are undertaken to ensure that religion and national origin are not used as a basis for employment decisions:

1. Employment practices are reviewed to ensure that members of particular religious and/or ethnic groups are given equal employment opportunities.
2. All employees, including supervisors, managers, and executives are informed of our commitment to provide equal employment opportunity without regard to religion or national origin.
3. Recruitment sources are informed of our commitment to provide equal employment opportunity without regard to religion or national origin.
4. Internal procedures exist to implement equal employment opportunity without regard to national origin or religion.



## **ACCOMMODATION FOR RELIGIOUS OBSERVANCE AND PRACTICE**

### **41 CFR Section 60-50.3**

The religious observances and practices of employees are accommodated by Tetra Tech, Inc, except where such accommodation would cause undue hardship on the conduct of business. The accommodation offered is determined by considering business necessity, financial expense and any personnel coverage problems that may result.

## **NONDISCRIMINATION**

### **41 CFR Section 60-50.5**

Tetra Tech, Inc does not discriminate against any qualified employee or applicant because of race, color, sex, sexual orientation, gender identity, age, disabled, or veteran status in implementing the policy concerning nondiscrimination based on religion or national origin

# WORKFORCE ANALYSIS FORM

Name of Organization: Tetra Tech, Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black of 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	1846	1028	476	63	46	34	26	1	1	74	53	4	2	18	20	1222	624
Professionals	5623	2509	1562	264	218	173	134	10	6	287	196	14	17	128	105	3385	2238
Superintendents	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Supervisors	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Foremen	219	108	8	53	2	14	0	1	1	22	3	2	0	4	1	204	15
Technicians	1017	528	144	116	32	68	6	7	3	31	13	12	1	43	13	805	212
Protective Service	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Para-Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Office/Clerical	833	88	272	55	107	40	141	1	7	10	45	2	2	14	49	210	623
Skilled Craft	51	29	0	11	0	6	0	0	0	2	0	1	0	2	0	51	0
Service/Maintenance	8448	1660	906	445	190	2389	1940	11	3	31	14	35	16	469	339	5040	3408
Total	18037	5950	3368	1007	595	2724	2247	31	21	457	324	70	38	678	527	10917	7120



Prepared by: **Herbert Lemaster, PE Vice President**

Date: 11 / 12 / 2025

(Name and Title)

Revised 2015-Dec-15



## FEE PROPOSAL

Tetra Tech has prepared the attached Price Proposal in full accordance with the requirements outlined in RFP #38-2025 – Design and Preparation of Contract Documents and Services During Construction for the North Elkhorn Pump Station and Wet Weather Storage Project (NE3PS). The proposed fee reflects the defined Scope of Services and the specific tasks identified in the RFP's Fee Proposal Form. A detailed breakdown of tasks and associated fees is provided at the end of this section.

The proposed fee has been developed consistent with the RFP scope and deliverables, including design, permitting, bidding support, construction phase services, and resident project representation. The following assumptions form the basis of Tetra Tech's proposed fee.



### Assumptions to Fee Proposal

- ◆ **Design Basis** – The design incorporates a minimum 9.25 MG above-ground prestressed concrete wet weather storage tank with dome cover, a 22 MGD wet weather pump station (WWPS) expandable to 27 MGD, a dry weather (duty) pump station (DWPS) with an initial capacity of 18 MGD (expandable to 23 MGD), and an internal, adjustable diversion structure (DS) to direct flows to the WWPS and WWS tank. The project includes approximately 4,600 LF of 30-inch PVC force main, 5,200 LF of 48-inch PVC gravity trunk sewer, tunneling under I75 for force main and gravity trunk sewer, and related conveyance and site improvements consistent with LFUCG's Pump Station Manual and design standards.
- ◆ **Design Guidelines** – The design efforts will be conducted in accordance with the LFUCG Sanitary Sewer and Pumping Station Manual (Class A pump stations) and the LFUCG guidance for design - wet weather storage tanks, pump stations, and flow diversion structures.
- ◆ **Design Inputs and Coordination** – LFUCG/DWQ will provide all design flow and hydraulic modeling data. Hydraulic modeling is not required for the Design Memorandum. SCADA programming will be completed by LFUCG, the Contractor, or through the Other Construction Phase Services allowance. Foundation design for the pump station will follow recommendations from the approved geotechnical report and will not require extraordinary measures. Design for the tank bottom slab and foundation will be done in accordance with the LFUCG Guidance for Design - Wet Weather Storage Tanks, Pump Stations, and Flow Diversion Structures. This will require coordination with tank manufactures and development of a conservative design basis for bidding.
- ◆ **Power and Utilities** – A formal power system study will not be required. LFUCG or the utility provider will furnish adequate power to the site for full system operation.
- ◆ **Project Documentation** – LFUCG will provide front-end documents, standard technical specifications, and standard details for inclusion in the construction bid package.
- LFUCG will conduct timely submittal reviews and provide site access for required surveys, geotechnical investigations, and other field activities.
- ◆ **Construction Administration** – Tetra Tech's fee proposal includes 3,120 hours for Resident Project Representation (RPR) services. The 3,120 hours is based on 40 hours per week for 18 months, as indicated in the RFP. The RPR will be on site at all times the Contractor is actively working and installing equipment, ensuring full coverage throughout the construction period. The RPR rate and total cost for 3,120 hours are included in the Price Proposal. Tetra Tech's construction phase fee includes appropriate hours for coordination, RFIs, submittal reviews, and progress meetings in accordance with Task 5 (Services During Construction) and Task 7 (Resident Project Representative).
- ◆ **Permitting and Environmental Services** – Permitting tasks include Waters of the U.S. (WOTUS) delineation, Phase I Threatened and Endangered (T&E) habitat assessment, historic and archaeological records review, KYTC encroachment, and coordination of required permits. Full historic or archaeological field surveys will be performed only if required by regulatory agencies and are not included in this proposal.
- ◆ **Budget Flexibility** – The proposed budgets correspond to the tasks identified in the RFP Fee Proposal Table. The overall budget encompasses all project activities; line-item allocations may be adjusted as necessary to maintain efficiency and compliance with the project schedule and deliverables.
- ◆ **Additional Assumptions** – Any required temporary shoring will be delegated to the Contractor for design. The proposal assumes all permitting and design reviews will proceed without delays outside of Tetra Tech's control.



### Fee Proposal NE3PS Project

Task Description	Proposed Fee	Entity*
Task 1: Site Evaluation - Tree Survey (If required)	\$6,200.00	Prime, Dave Leonard Tree Specialist
Task 2: Preliminary Design and Field Evaluation	\$501,000.00	Prime, Viox, Magna, Webster, Third Rock
Task 3: Final Design	\$346,000.00	Prime, Viox, Magna, Webster, Third Rock
Task 4: Services During Bidding	\$23,000.00	Prime, Magna Webster
Task 5: Services During Construction (Assume 18 months)	\$ 252,000.00	Prime, Magna, Webster, Viox
Task 6: KIA assistance	\$ 41,000	Prime, Third Rock
Task 7: Resident Project Representative (assume 3,120 hours at \$ / hour)	\$280,800.00	Prime, L.E. Gregg
Allowance: Location of Underground Utilities	<b>\$15,000</b>	
Allowance: Geotechnical Investigations	<b>\$25,000</b>	
Allowance: Printing and Permitting	<b>\$5,000</b>	
<b>TOTAL LUMP SUM FEE</b>	<b>\$1,495,000.00</b>	

“\*” – Indicate name of subconsultant or PRIME if task is to be performed in-house. Provide entities proposed to complete allowance items in addition to all other tasks.

Project Manager (Name)

Herb Lemaster, PE

424 Lewis Hargett Circle, Suite 110,

Lexington, KY 40503

Project Manager Office Address

Signed: 

Title: Vice President

Firm: Tetra Tech, Inc.

Date: 11/12/2025

All fees are Lump Sum for the NE3PS Project. The Fee Proposals must be completed, signed, and dated by a representative of the Consultant authorized to execute the Task Order. The Fee Proposal shall be submitted via IonWave.





## EXPERIENCE

Tetra Tech maintains a network of offices throughout Kentucky and the Midwest. LFUCG is supported from our Lexington office located at:

**424 Lewis Hargett Circle  
Suite 110  
Lexington, KY 40503  
P: 859.223.8000**



*Tetra Tech's Lexington Office*

## Services

As one of the largest engineering consulting firms in the United States, Tetra Tech has built a reputation in the industry as a leader in developing effective solutions to ever-changing engineering challenges. For over 20 years, *Engineering News-Record (ENR)* magazine has ranked Tetra Tech as one of the **top two service providers in the water resources, sanitary, and SSO elimination industry**. Tetra Tech has been supporting municipalities, water/wastewater utilities, and government agencies since its inception, during which time we have gained extensive experience in providing technical, management, and regulatory support for all types of wastewater infrastructure projects.

## Wastewater & Water Storage Experience

As a national engineering firm, Tetra Tech has designed many storage facilities across the United States. In the last 15-years, we have designed more than 73 storage facilities. The matrix below provides detail on similar storage facility projects that we have designed.

designed.

				SIMILAR SERVICES						
SUMMARY OF WASTEWATER ENGINEERING EXPERIENCE PROJECT/LOCATION				Site Planning	Storage Tank	Pump Station	Sewer/Yard Piping	Permitting	Construction Phase	Tunneling (Boring)
Projects	1.	West Hickman Headworks, Wet Weather Storage Tank and Pump Station, Lexington, KY	18/22	150	✓	✓	✓	✓	✓	✓
	2.	Wolf Run Wet Weather Storage Facility, Lexington, KY	1.8	7.3	✓	✓	✓	✓	✓	✓
	3.	Lakeview Pump Station & EQ, Fort Wright, KY	10.5	38.3	✓	✓	✓	✓	✓	✓
	4.	Church Street Equalization Tank & Wet Weather Facility, Fort Wright, KY	2.6	7.2	✓	✓	✓	✓	✓	✓
	5.	W6 Pump Station, Fort Wright, KY	2.7	11	✓	*	✓	✓	✓	✓
	6.	Central Boone County Conveyance, Fort Wright, KY	N/A	10/26	✓	*	✓	✓	✓	✓
	7.	Lansing Avenue Pump Station Equalization Basin, Lansing, MI	5	5.6-60	✓	✓	✓	✓	✓	
	8.	Nine Mile Pump Station, St Clair Shores, MI	N/A	385	✓		✓	✓	✓	✓

\* Sized for future storage tank

Tetra Tech's related wastewater services include:

- ◆ Design of collection system conveyance, pumping, and storage solutions
- ◆ SSO elimination and collection system planning
- ◆ Wastewater asset management systems
- ◆ Hydraulic modeling of sewer collection systems
- ◆ Infrastructure master planning for long-term capital improvement
- ◆ Web-based and GIS-based data management and tracking systems

Tetra Tech has a long history of working on storage and pump station projects in Kentucky, including a \$61 million project for LFUCG that involved the design of 40 MG of storage (22 MG in Phase 1), 150 mgd dry weather/wet weather pump station, force main, and gravity sewers.

With our relevant expertise and proven experience in designing force mains and pump stations in Kentucky, we have assembled a team that understands LFUCG programs, Kentucky Division of Water regulations, and federal/state permitting requirements. In addition to the qualifications presented below, we have included several detailed project descriptions on the following pages.

## Firm Qualifications

Tetra Tech experts have studied, planned, designed, and supported construction of wastewater and SSO control projects in Kentucky and the United States. Our Lexington staff are seasoned professionals and serve as a design center for wastewater conveyance and pumping projects nationally. In Kentucky, we have completed wastewater projects for the cities of Berea, Morehead, Maysville, Louisville, and Lexington. These projects dealt with local issues such as permitting, easements, stream crossings, and rock construction. Additionally, all of these projects involved coordination with existing utilities and local, state, and federal permitting.





## Past Projects

Tetra Tech experts have studied, planned, designed, and supported construction of wastewater storage and pumping projects in Kentucky and throughout the United States extensively. Our Lexington and Louisville staff are seasoned professionals and serve as a design center for conveyance, pumping, and storage projects nationally. Our work in Lexington, Kentucky is directly relevant to this project. We recently provided design and construction phase services for the Wolf Run SSO Elimination Project (7.3 MGD pump station and 1.8 MG storage basin) and West Hickman WWTP Improvement Project (150 MGD pump station, and 18/22 MG storage tanks). Over the past five years, **Tetra Tech has consistently delivered projects within budget and on schedule, demonstrating our commitment to quality, efficiency, and client satisfaction.** At your request, we have included three project descriptions highlighting capabilities and why they are relevant to this project on the following pages. The following table provides a summary of our wastewater engineering experience as it relates to the specifics of this project.

### West Hickman Headworks, Wet Weather Storage Tanks and Pump Station

Lexington-Fayette Urban County Government, KY



**REFERENCE:** Charlie Martin, PE, 859.425.2400 | **DATES:** Phase 1 - 2015–2020; Phase 2 - 2020–2022 | **BUDGET:** \$2.9 million (Phase 1 Engineering Fee); \$0.3 million (Phase 2 Engineering Fee) \$59,637,000 (Phase 1 Construction); \$17,450,000 (Phase 2 Construction) | **TEAM MEMBERS:** Herbert Lemaster, PE, Project Manager; James Brescol, PE, Hydraulics; Brent Bode, PE, Process Engineer; Richard Walker, PE, CFM, QA/QC; Michael Sutherland, PE, CEM, LEED AP BD+C, Mechanical; Roger Kaliman, PE, Process Engineer; Jason Burkett, PE, SE, MLSE, Structural Engineer; Ryan Rathfon, PE, Civil/Site; Lucy Pacholik, PE, Civil/Site; Dean Vittitoe, CADD Designer

#### PROJECT RELEVANCE

- ◆ Major wet weather project to address SSO discharges that required coordination with existing operations
- ◆ Consent decree project with defined schedule
- ◆ Wet weather storage, pumping station, WWTP headworks and sewer construction
- ◆ Kentucky permits and financing requirements

The West Hickman Wet Weather Storage facility is part of Lexington-Fayette Urban County Government's (LFUCG) \$600 million capital program to address Clean Water Act violations of their separate sanitary sewer system as part of a federal Consent Decree. The facility will be used to store wastewater and prevent overflows at the plant for the two-year 24-hour design storm. Tetra Tech developed the design drawings, contract documents, and permitting applications and responded to comments from all regulatory agencies, such as the Kentucky Division of Water, USACE, and U.S. Fish and Wildlife Service. The team also developed a comprehensive design report that contained the design approach and calculations for civil, structural, process, mechanical, and electrical disciplines. They also conducted an in-depth QA/QC review of the construction drawings with the client to ensure that the drawings clearly depicted the design intent and to minimize RFIs during the bidding phase of the project. This process resulted in highly competitive construction bids that came in lower than the planning estimates for the facility. Our team also provided construction services, including a full-time resident inspector; review and processing of shop drawings; review and response to requests for information; evaluation and recommendations on change orders; processing of pay requests; and final inspection.

### Wolf Run Wet Weather Storage Facility

Lexington-Fayette Urban County Government, KY



#### PROJECT RELEVANCE

- ◆ Design of an AWWA Type III Tank
- ◆ Influent Pump Station
- ◆ Located in a residential area
- ◆ Kentucky permits and financing requirements

**REFERENCE:** Charlie Martin, PE, 859.425.2400 | **DATES:** 2014–2016 | **BUDGET:** \$531,401 (Engineering Fee); \$5.1 million (Construction) | **TEAM MEMBERS:** Herbert Lemaster, PE, Project Manager; James Brescol, PE, Hydraulics; Jason Burkett, PE, SE, MLSE, Structural Lead; Ryan Rathfon, PE, Civil/Site; Lucy Pacholik, PE, Civil/Site; Dean Vittitoe, CADD Designer

The Wolf Run Wet Weather Storage facility is part of LFUCG's \$600M capital program to address Clean Water Act violations of their separate sanitary sewer system as part of a federal Consent Decree. The sanitary sewer system in the area lacks sufficient capacity for the 2-year 24-hour design storm. The facility is used to store the wastewater during a storm event to minimize sewer overflows in the area. Tetra Tech prepared the necessary permitting applications and responded to comments from all regulatory agencies, such as Kentucky Division of Water, US Army Corps of Engineers, and US Fish and Wildlife Department. The project included a 1.8 MG covered prestressed concrete storage tank, a 7.3 MGD wet weather pump station, a diversion structure, and a discharge valve vault. Tetra Tech provided construction services for the facility, including full time resident inspection, review and processing of shop drawings, review and response to Requests for Information, evaluation and recommendations on Change Requests, processing of Pay Requests, and final inspection.



## Lakeview Pump Station and EQ

Sanitation District No. 1 of Northern Kentucky, Fort Wright, KY



### PROJECT RELEVANCE

- ◆ Pump station design
- ◆ Grading plan for a prestressed circular concrete storage tank
- ◆ ACOE and KDOW permitting

**REFERENCE:** Cap Kiser, 859.578.7450 | **DATES:** 2023-Ongoing | **BUDGET:** \$375,000 (Engineering Fee); \$26,142,000 (Construction)

**TEAM MEMBERS:** Herbert Lemaster, PE, Design Manager; James Brescol, PE, Project Manager; Jason Burkett, PE, SE, MLSE, Structural Engineer; Ryan Rathfon, PE, Civil/Site; Lucy Pacholik, PE, Civil/Site; Dean Vittitoe, CADD Designer

SD1 operates wastewater infrastructure across 30 local governments and three counties in northern Kentucky. SD1 successfully renegotiated the terms of the Amended Consent Decree (ACD) and developed the Updated Watershed Plan (UWSP). The UWSP identified series of conveyance and storage projects along Banklick Creek to eliminate sanitary sewer overflows (SSOs) and meet the terms of a consent decree. The Lakeview EQ Tank and Wet Weather Pump Station project is a key component to the Banklick Creek system and Tetra Tech was selected to perform design and construction phase services for the following improvements:

- A new diversion structure and 54-inch creek crossing to divert excess flow from the gravity sewer system along Madison Pike to the influent pump station
- A 38.3 MGD submersible pump station to lift excess wet weather flow into the storage tank
- A 10.5 million gallon (MG) AWWA D110 Type III storage. Stored flows would be gravity dewatered in a controlled manner to the sanitary sewer system.

## Church Street Equalization Tank & Wet Weather Pump Station Facility

Sanitation District No. 1 of Northern Kentucky, Fort Wright, KY



### PROJECT RELEVANCE

- ◆ Landfill considerations
- ◆ Floodplain impacts
- ◆ Maintenance of traffic
- ◆ Trenchless construction for sewer upsizing
- ◆ AWWA D110 Type III tank with flushing
- ◆ Tight project schedule

**REFERENCE:** Cap Kiser, 859.578.7450 | **DATES:** 2022-2023 | **BUDGET:** \$428,000 (Engineering Fee); \$12,116,000 (Construction)

**TEAM MEMBERS:** Herbert Lemaster, PE, Design Manager; James Brescol, PE, Project Manager; Jason Burkett, PE, SE, MLSE, Structural Engineer; Ryan Rathfon, PE, Civil/Site; Lucy Pacholik, PE, Civil/Site; Dean Vittitoe, CADD Designer

Sanitation District No. 1 of Northern Kentucky (SD1) implemented its Clean H2O40 Program to address CSOs and SSOs to local waterways. The Church Street Equalization Tank was a critical part of the consent decree program to eliminate overflows in the Banklick Creek watershed. Implementation of this complex project required a team that understood the design, permitting, and construction aspects for wastewater storage using pre-stressed circular tanks. SD1 operates wastewater infrastructure across 30 local governments and three counties in northern Kentucky, including nearly 1,650 miles of publicly owned sanitary and combined sewers and 121 pump stations. SD1 successfully renegotiated the terms of the Amended Consent Decree (ACD) and developed the Updated Watershed Plan (UWSP). The UWSP identified a series of improvements to eliminate SSOs for the 2-year, 6-hour design storm event. The improvements included construction of the Church Street Storage basin, pump station, and gravity sewer to alleviate excess flows to the Banklick Pump Station and eliminate CSO and SSOs to Banklick Creek. To meet the objectives of the UWSP, SD1 retained Tetra Tech to design a new equalization tank, wet weather influent pump station, and capacity increases to the gravity sewer system.

The Church Street improvements included complete engineering services to perform site planning and design of the following components:

- A 2.6 MG AWWA D110 Type III storage facility, located at grade adjacent to the Bill Cappel Sports Complex. Stored flows would be gravity dewatered in a controlled manner to the sanitary sewer system.
- A conventional submersible pump station designed for peak flows up to 7.2 million gallons per day (MGD).
- A new diversion structure and yard piping to divert excess wet weather flow from the gravity sewer system to the influent pump station.
- Upsizing approximately 1,250 LF of existing gravity sewer to alleviate capacity limitations.





## W6 Pump Station

Sanitation District No. 1 of Northern Kentucky, Fort Wright, KY



### PROJECT RELEVANCE

- ◆ Design of a wastewater pump station following SD1 standards
- ◆ Design of a split wet well, accounting for dry and wet weather flow conditions
- ◆ Site design includes consideration for a future wet weather storage basin

**REFERENCE:** Maria Torres-Perea, 859.578.7461 | **DATES:** 2022-Ongoing | **BUDGET:** \$378,246 (Engineering Fee); \$5,982,600 (Construction)

**TEAM MEMBERS:** Herbert Lemaster, PE, Design Manager; James Brescol, PE, Project Manager; Jason Burkett, PE, SE, MLSE, Structural Engineer; Ryan Rathfon, PE, Civil/Site; Lucy Pacholik, PE, Civil/Site; Dean Vittitoe, CADD Designer

SD1 operates wastewater infrastructure across 30 local governments and three counties in northern Kentucky, including nearly 1,650 miles of publicly owned sanitary and combined sewers and 121 pump stations. SD1 successfully renegotiated the terms of the Amended Consent Decree (ACD) and developed the Updated Watershed Plan (UWSP). The UWSP identified a series of improvements to eliminate Sanitary Sewer Overflows (SSOs) for the 2-year, 6-hour design storm event. These proposed improvements include construction of the W6 Pump Station to alleviate excess flows to the Lakeview Pump Station. The W6 Pump Station would discharge flows to a gravity sewer located near Weaver Road and I-75/71. The W6 Pump Station project includes the following project components:

- A split wet well to serve current flows (5 MGD) and future growth and excess inflow/infiltration (11 MGD)
- High-head hydraulic conditions and complex pump selection requirements
- Site planning for a future 2.7 MG equalization basin

## Central Boone County Conveyance

Sanitation District No. 1 of Northern Kentucky, Fort Wright, KY



### PROJECT RELEVANCE

- ◆ Approximately 35,000 feet of 30- and 36-inch sanitary sewer

**REFERENCE:** Lydia Watkins, PE, 859.547.1654 | **DATES:** 2021-Ongoing | **BUDGET:** \$785,000 (Engineering Fee)

**TEAM MEMBERS:** Herbert Lemaster, PE, Senior Engineer; James Brescol, PE, Project Manager; Jason Burkett, PE, SE, MLSE, Structural Engineer; Ryan Rathfon, PE, Lead Designer; Lucy Pacholik, PE, Civil/Site; Dean Vittitoe, CADD Designer

Tetra Tech was selected to design approximately 35,000 LF of new 30- and 36-inch sanitary sewer, and two 10 MGD pump stations operating in series (lead pump station is expandable to 32.9 MG for future WWS tank) including:

- Eliminating capacity deficiencies at multiple SD1 lift stations by providing an outlet for sanitary sewer flows, south to the Western Regional WRF. This eliminates multiple SSOs at the lift stations and helps SD1 meet the terms of the UWSP.
- Provide capacity for future flows in the developing portions of Boone County.
- Selection of an alignment that minimizes easement needs, depth of construction, and capital costs.
- Design of 23 crossings of Woolper Creek using a pilot-guided bore approach to maintain grade and capacity at the crossings.
- Field investigations and preparation of permits to meet ACOE and KDOW requirements.
- Use of a drone to collect LiDAR data for developing 1-foot contours for the project basemap.
- Development of design exhibits for negotiating easements and full legal descriptions for more than 80 easements.



## Lansing Avenue Pump Station Equalization Basin

City of Lansing, MI



### PROJECT RELEVANCE

- ◆ Design of a wastewater pump station following SD1 standards
- ◆ Design of a split wet well, accounting for dry and wet weather flow conditions
- ◆ Site design includes consideration for a future wet weather storage basin

**REFERENCE:** Brian Ross, PE, 517.483.4405 | **DATES:** 05/2024-12/2024 | **BUDGET:** \$2,000,000 (Engineering Fee); \$23,000,000 (Construction)

**TEAM MEMBERS:** Marc Teitsma, PE, Project Engineer

The City of Lansing Michigan required improvements to the existing Lansing Avenue Pump Station. The major improvements for the project include a new 5 MG flow equalization basin, a new mechanical bar screen system to remove debris and convey it to dumpsters for removal, and flow meter installations within the existing pump station. The designs for this project had to be fast-tracked to be completed between May 2024 through January 2025 to meet client goals for funding acquisition and bidding in early 2025.

Tetra Tech designed major screening upgrades for the Lansing Avenue Pump Station, replacing aging clamshell-style trash racks with two 40-foot-deep Duperon Flexrake mechanical bar screens. Each screen can process the full peak flow of 60 MGD if the other is offline. The new system uses variable frequency drives and radar level sensors to adjust screen speed based on water level and discharges screenings to a washer/compactor for dewatering and disposal.

The project followed a fast-tracked schedule (May 2024–January 2025) to meet funding deadlines. Biweekly coordination meetings with the City ensured progress and alignment with project goals. Midway through design, the City opted for early procurement of the bar screens to reduce lead times, prompting Tetra Tech to expedite final design and regulatory approval ahead of the full project bid.

## Nine Mile Pump Station

St. Clair Shores, MI



### PROJECT RELEVANCE

- ◆ Wet well design of 385-MGD pump station
- ◆ Physical modeling to verify the performance of wet well
- ◆ Coarse screening
- ◆ Structural and architectural elements for the substructure and superstructure
- ◆ Instrumentation to automate pumping, secure the site, and monitor motors

**REFERENCE:** Vince Astorino, 586.469.6320 | **DATES:** 2025-Ongoing | **BUDGET:** \$1,700,000 (Engineering Fee), \$65,000,000 (Construction)

**TEAM MEMBERS:** Brent Bode, PE, Project Engineer; Matt Ulrich, PE, Structural

Tetra Tech led the engineering design for the construction of the Nine Mile Pump Station, which will be the second-largest pump station in Macomb County. This project was initiated by the Macomb County Public Works Office (MCPWO) to provide redundancy for the Chapaton Pump Station and protect sewer customers during high lake elevations. Our design includes procuring additional site area, wet well design, physical modeling, screening, and automatic cleaning; structural, architectural, instrumentation, and electrical components; pumping and generators to help provide backup power. Geotechnical work included designing a temporary earth retention system to fit the wet well between the existing Nine Mile Box sewer and the RTB. The design included collaboration with the MCPWO staff.

Tetra Tech designed the Chapaton Pump Station in 1969 to collect wastewater from southeastern Macomb County and capture it in the Chapaton Retention Basin. The Chapaton Pump Station is one of the largest Pump Stations in Michigan and the largest in Macomb County. Seeking to provide redundancy for Chapaton Pump Station and protection of the sewer customers during high lake elevations, MCPWO initiated the design and construction of the Nine Mile Pump Station in 2025. MCPWO retained Tetra Tech to lead the design through a qualification-based selection.



## PROJECT MANAGER EXPERIENCE & CAPACITY

### Ability to Manage Design Activities Similar in Scope

**PROJECT MANAGER QUALIFICATIONS** – We understand the importance of the North Elkhorn Pump Station and Wet Weather Storage Facilities Project to LFUCG's commitment to the Consent Decree requirements and long-term infrastructure and compliance goals. This is a complex and multi-discipline project that requires a Project Manager that has the experience and capability to successfully complete this project. Tetra Tech's proposed Project Manager, Herb Lemaster, PE, has shown his ability to meet and exceed Client's expectations on similarly complex projects. He has served as Project Manager for the design of three similar tank projects for LFUCG's RMP group. The table below provides a summary of these projects and evidence of his experience and qualifications to lead this important project for LFUCG. Additionally, Herb is currently serving as Design Manager for similar projects for another utility in Kentucky. These projects include Lakeview Pump Station and EQ tank (38.3 MGD pumping capacity, 10.5 MG storage, in construction), Central Boone County Conveyance – Phase 2 Pump Stations (Two - 10 MGD pump capacity stations in series, lead pump station is expandable to 32.9 MGD for future WWS tank, in construction), W6 Pump Station (5 MGD pumping capacity, expandable to 11 MGD, in construction), Church Street Pump station and EQ Tank (7.2 MGD pumping capacity, 2.6 MG storage, prepared for bidding), and Central Boone County Conveyance – Phase 3 & 4 (35,000 feet of 30 and 36-inch gravity sewer, prepared for bidding).

The West Hickman WWTP Wet Weather Storage and Headworks Improvements project (listed in the table) is the largest multi-discipline project completed in LFUCG's Consent Decree Remedial Measures Plan. This project included the design and construction of a 22-million-gallon AWWA D110 wet weather storage tank, 150 MGD screening capacity, 70 MGD grit removal system capacity, 70 MGD capacity process pump station to the treatment facilities, 80 MGD capacity pumpstation to wet weather storage tanks, and two (2) 2,500-kW backup generators with associated medium voltage transformers and switchgear. As the Project Manager for this project, Herb Lemaster oversaw all disciplines and coordinated with LFUCG's RMP group, plant engineering group, and plant operations group through the successful design, construction, and startup of this facility. When necessary, Herb has integrated our national experts within Tetra Tech into a cohesive and responsive team that has met the demanding requirements and schedules of these highly complex projects.

Herb Lemaster has directly shown to LFUCG his ability to manage projects similar and larger in scope and magnitude of the North Elkhorn Pump Station and Wet Weather Storage Project.

### Knowledge and Understanding

Tetra Tech and Herb Lemaster as the Project Manager is the Engineer of Record for the West Hickman Wastewater Treatment Plant Headworks and Wet Weather Storage facilities, Wolf Run WWS facility, West Hickman Wet Weather Storage – Phase 2 and many other LFUCG projects. Our Project Manager and local office staff has provided planning, permitting, design, and construction administration services for these projects. We have shown our ability to coordinate and work within LFUCG's planning and regulatory requirements as well as our ability to meet the permitting requirements from Federal and Commonwealth regulatory agencies such as the Kentucky Division of Water, Kentucky Division of Housing, Building, and Construction, US Fish and Wildlife, US Army Corp of Engineers.

Additionally, Herb Lemaster and our team has assisted LFUCG with projects that are funded through the Kentucky Infrastructure Authority. We are fully aware of the requirements of this, and other funding agencies and the necessary procedures and processes required to be fulfilled in order to obtain those funds. As proof of this, the West Hickman Wet Weather Storage and Headworks project was nominated by the Kentucky Infrastructure Authority and recognized by the USEPA for Excellence and Innovation with Honorable Mention for the 2019 Performance and Innovation in State Revolving Fund Creating Environmental Success (PISCES) program.



### PROJECT MANAGER EXPERIENCE

REQUIRED EXPERIENCE	RELEVANT PROJECTS
Project Manager Experience with Similar Projects	West Hickman Wet Weather Storage Tank (22 MG) and Pump Station (150 MGD) - Phase 1, Lexington, KY   Construction Value: \$59,637,000
	West Hickman Wet Weather Storage Tank (18 MG) - Phase 2, Lexington, KY   Construction Value: \$17,450,000
	Wolf Run Wet Weather Storage Facility, Lexington, KY   Construction Value: \$5,100,000 (7.3 MGD pumping capacity, 1.8 MG storage)





## Past Performance with LFUCG & DWQ

Herb Lemaster has successfully served as Project Manager on numerous LFUCG design and construction projects. Following is a partial listing of these projects.

## Ability to Effectively Communicate, Respond, & Relay Critical Project Information to the Project Team

Tetra Tech and Herb Lemaster have established a reputation of providing the high-level of service you expect. We are committed to providing open communication to ensure that the needs and concerns of LFUCG and its operations staff are addressed and included in design documents and the operational and maintenance plans. Our goal is to operate as a direct extension of your staff and reduce the effort required from your staff or the staff of your program management consultant. We have demonstrated our ability to do this on other Consent Decree projects at West Hickman and Wolf Run. Tetra Tech and Herb Lemaster uses a problem-solving approach. When we identify a problem that requires input by your staff, we will always bring you viable solutions to consider. When issues are encountered in design or construction, we notify LFUCG immediately and respond quickly, as we always have. As part of this approach, we will establish a SharePoint site to house all critical documents and create logs to track issues, risks,

### WASTEWATER SCREENING

Screening of pump stations is a common practice that should be discussed during design. Screens remove solid materials from the waste stream that can clog pumps and make tank cleaning more difficult.

**Tetra Tech has designed many manual and automatically-cleaned screens and can discuss this feature with Lexington.**



LFUCG PROJECT	DESCRIPTION
<b>Campbell, Barnard, Bob-O-Link Stormwater Analysis</b>	Hydraulic evaluation of stormwater conveyance systems, development of improvement alternatives, and development of design/ construction documents
<b>West Hickman WTP Biological Phosphorus Removal</b>	Design and construction administration of BPR improvements, including rehabilitation of BPR basins, installation of 32 submersible mixers, new on-line nutrient process monitoring systems, eight associated sampling pumps, and four sodium aluminate pumps.
<b>Jacks Creek Pike Landfill at Raven Run Sanctuary</b>	Design and construction administration of the closure plan for the abandoned landfill, which included a leachate treatment system. Provided additional technical support for ongoing maintenance activities.
<b>Walhampton Stormwater Improvements</b>	Design of new storm sewers and a detention basin to improve subdivision drainage system.
<b>Vaughns Branch Flood Mitigation</b>	Design and construction oversight of a seven-acre detention basin, channel widening, and enlargement of four culverts
<b>Haley Pike Landfill Leachate Management Improvements</b>	Design/Bidding Document development, bidding, construction administration and on-site Resident Project Representative for installation of four aeration mixers, replacement of HDPE liners, and replacement of constructed wetland media
<b>Haley Pike Compost Pad Replacement</b>	Design/Bidding Document development, bidding, construction administration, and on-site Resident Project Representative (RPR) for the removal and replacement of approximately 8,600 square yards of the existing compost pad
<b>Haley Pike Compost Pad Reconstruction</b>	Design/Bidding Document development, bidding, construction administration, and on-site RPR for the removal and replacement of approximately 5,700 square yards of the existing compost pad
<b>Phase 4 of the Haley Pike Landfill Closure</b>	Design/Bidding Document development for the construction of Phase 4 the Haley Pike Landfill Closure
<b>Haley Pike Landfill Pump Station Upgrade</b>	Design/Bidding Document development, bidding, construction administration, and on-site RPR for the construction of the leachate pump station upgrades. The upgrades increased the capacity of the pump station from 10 gpm to 150 gpm.
<b>Phase 3 of the Haley Pike Landfill Closure</b>	Design/Bidding Document development, bidding, construction administration, and on-site RPR for the construction of Phase 3 of the Haley Pike Landfill Closure
<b>Phases 1 and 2 of the Haley Pike Landfill Closure</b>	Design/Bidding Document development, bidding, construction administration, and on-site RPR for the construction of Phases 1 & 2 of the Haley Pike Landfill Closure Representative
<b>Haley Pike Compost Pad Addition</b>	Design/Bidding Document development, bidding, construction administration, and on-site RPR for the construction of an addition of approximately 3 acres to the existing compost pad and reconstruction of the sediment pond
<b>Closure Plan for Haley Pike Landfill</b>	Development of the necessary closure documents for submittal and approval by the Kentucky Division of Waste Management.



## PROJECT TEAM EXPERIENCE

We have assembled a highly qualified team that has significant experience providing design services for AWWA D110 compliant storage basins and new wet weather pump station projects in Kentucky. Our Lexington and Louisville staff members offer extensive experience and these offices serve as design centers for wastewater and wet weather control projects.

### FIRM HISTORY

Since 1966, Tetra Tech has been **Leading with Science®** to address its clients' most complex needs, striving to be the premier worldwide consulting and engineering firm. With 30,000 associates globally in 550 offices worldwide, we provide innovative solutions in water, environment, energy, infrastructure, and resource management for government and commercial clients. Our capabilities span the entire project life cycle, from planning and design to construction and operation.

Recognized by *Engineering News-Record (ENR)* as a top-tier firm—ranked No. 3 in Top 500 Design Firms—Tetra Tech is home to leading technical experts across diverse disciplines.

Planning and designing multidisciplinary improvements for water and wastewater treatment and pumping facilities is at the core of our business. Our team consists of local, regional, and national water and wastewater engineering experts in providing the full range of water and wastewater planning and design services you will require for this contract.

Tetra Tech's expertise includes a wide range of services such as civil, water treatment, wastewater treatment, hydrogeological, mechanical, electrical, environmental, geotechnical, and structural engineering; surveying; architecture; mapping/GIS services; supervisory control and data acquisition (SCADA); utility planning; and construction inspection services. Our innovative approach ensures we provide excellence across all sectors, including for clients like LFUCG.

### PROCESS MECHANICAL EXPERIENCE

Tetra Tech is nationally recognized as a leader in providing mechanical, electrical, and plumbing (MEP) designs to facilities. Our mechanical engineers and designers specialize in building systems for municipalities that include specialized environments such as high humidity and residual chlorine environments.

Our traditional and sustainable building designs are energy and resource efficient and promote a healthier environment for building occupants. Our mechanical engineers also work hand-in-hand with our process engineers for layout and design of robust equipment design needed to facilitate process piping. This includes pneumatic and hydraulically controlled systems.

In addition to traditional engineering solutions Tetra Tech also has a building assessment group that focuses on assessments of all types of facilities, including mechanical systems, plumbing, fire protection, building structural analysis, and lighting. We use Arc GIS, tables, and smart devices to collect, manage, store, and display gathered information, which we can easily extract to produce reports, excel files, or even import into asset management programs or work management programs.

### I&C EXPERIENCE

Tetra Tech has provided electrical engineering, system integrations, and security system integration services to more than 400 industrial, municipal, and governmental clients nationwide. Our expert staff of electrical, SCADA, and control systems engineers offers a wide variety of services for new, renovated, and retrofitted projects.

Professional and technical staff members work as a fully integrated unit, with offices regularly sharing resources to keep projects on schedule and under budget. This approach allows us to accommodate changing economic climates as projects flow through the design and construction/implementation phases.

### QUALITY ASSURANCE & QUALITY CONTROL

Tetra Tech implements a mandatory QA/QC program for all projects, focused on continuous improvement through problem prevention, efficiency, reduced variability, and enhanced performance. All deliverables undergo formal review before submission.

This rigorous process applies to all team members and integrates with project management to ensure deliverables meet client goals cost-effectively. QA/QC is incorporated at the 30%, 60%, 90%, and 100% design stages, following the Plan-Do-Check-Act model.

QA activities guide work to meet professional and regulatory standards, while QC checks confirm quality at key milestones. Continuous improvement is achieved through lessons learned and corrective actions. Issues identified during reviews are addressed collaboratively with the client, documented, and tracked to closure to maintain project progress and transparency.

### EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS, POLICIES, & PROCEDURES

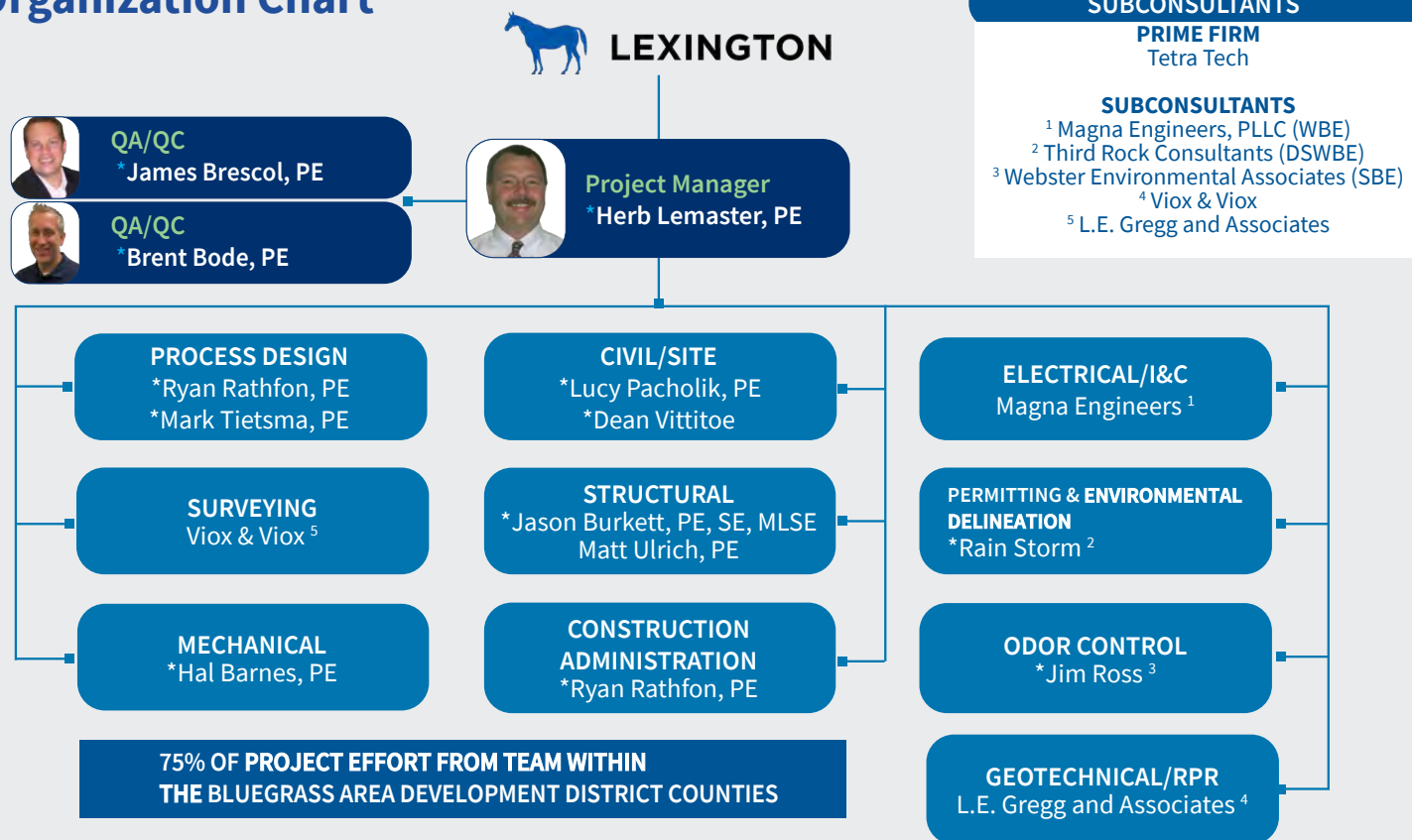
Tetra Tech promotes a responsible employment environment through a commitment to equal opportunity employment. We embrace a diverse workforce and recognize and respect qualities such as gender identities, age, race, ethnicity, national origin, culture, religious or political beliefs, language, education, socioeconomic background, veteran status, family or relationship status, sexual orientation, genetics, and/or disability. This policy applies to operations, suppliers, vendors and partners worldwide, regardless of geographic location. Tetra Tech also respects and adheres to universal principles and norms that protect human rights in employment, including the freedom of association and the rights of workers to lawfully and peacefully associate, organize, and bargain collectively.

### ORGANIZATIONAL CHART

The organization chart, shown on the following page, and the qualifications of the key staff on the following page shows the required experience for sanitary sewer design and USACE/KDOW permitting. One-page resumes for key personnel are provided in the Appendix.



## Organization Chart



\*Indicates Key Personnel

## Our Subconsultants

We have developed a working relationship with our proposed subconsultants through relevant projects, like the Central Boone County Conveyance and W6 Pump Station projects. The subconsultants listed below have significant experience in central Kentucky, including work with LFUCG. Our Project Manager, Herb Lemaster, PE, will lead the effort to coordinate with our subconsultant team members to manage the schedule and review deliverables.



**Magna Engineers | Electrical/I&C**

Magna Engineers, a woman-owned consulting firm, provides electrical, mechanical, and instrumentation/controls engineering services. Their expertise includes design for construction, facility assessments, energy audits, life-cycle cost analysis, cost estimating, value engineering, and constructability reviews. Using SKM® Power Tools software, Magna performs power system studies—such as short circuit, coordination, arc-flash, and harmonics analyses—and provides arc flash labeling. Their LEED-accredited professionals deliver energy-efficient designs and calculations for LEED-certified projects.



**Third Rock Consultants | Permitting & Environmental Delineation**

Third Rock Consultants provides comprehensive permitting services, including ecological surveys, stream and wetland restoration, environmental planning (401/404 permitting, NEPA documentation, feasibility studies), MS4 program management, and erosion and sediment control. Their multidisciplinary team includes ecologists, engineers, geologists, planners, inspectors, and GIS specialists. Third Rock is certified as a DBE, SB, and WBE by multiple agencies and holds Kentucky DOT consultant prequalification.



**Webster Environmental Associates**  
Geotechnical & Odor Control

Webster Environmental Associates, Inc. (WEA) is an engineering firm. Webster Environmental Associates, Inc. (WEA) specializes in odor control engineering for municipal, industrial, and solid waste facilities, with over 750 projects completed nationwide. WEA designs a full range of gas-phase systems—including biofilters, bioscrubbers, biotrickling filters, carbon adsorbers, chemical scrubbers, and ionization systems—as well as liquid-phase treatment systems such as calcium nitrate, iron salts, hydrogen peroxide, and magnesium hydroxide.



**L.E. Gregg | Geotechnical**

Established in 1957, L.E. Gregg is a geotechnical environmental, and materials engineering firm. Their team is comprised of professional engineers, scientists, and engineering representatives. Their experts develop geotechnical investigation programs that include field exploration and laboratory testing to evaluate the subsurface conditions.



**Viox & Viox | Surveying**

Since 1945, Viox & Viox's land surveying team brings decades of experience in Kentucky, supported by extensive private land records and advanced technology. Their services include boundary, topographic, ALTA/NSPS, and construction staking surveys—each performed with GPS, robotic total stations, and Lidar-equipped drones for precision and reliability. The firm also provides residential lot, infrastructure, and utility surveys, as well as easement exhibits, FEMA elevation certificates, and right-of-way documentation. With licensed professional surveyors and a commitment to accuracy and efficiency, Viox & Viox delivers comprehensive surveying solutions for projects of any scale.





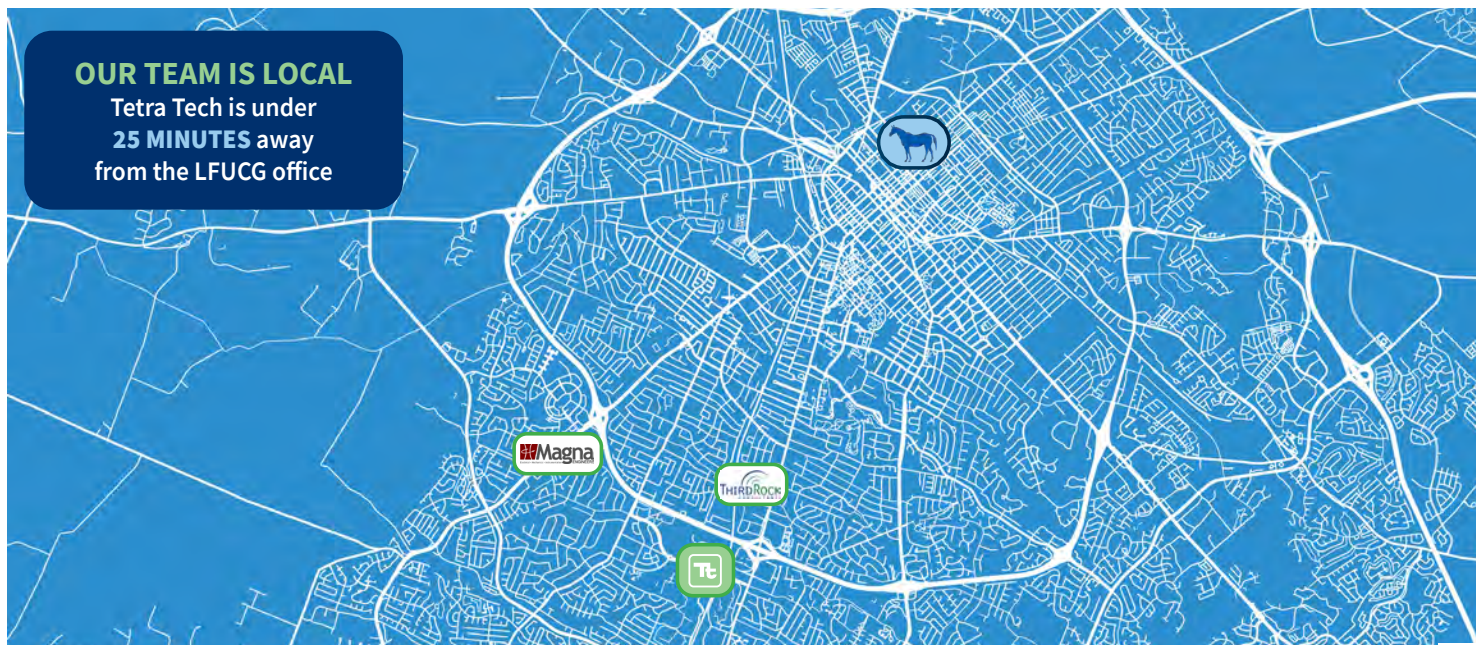
## Tetra Tech Team Project Experience

The proposed project team exceeds the minimum qualifications identified in the RFP. The following matrix provides an example of the storage, pumping, and sewer related experience for the key staff on this project. The matrix shows how each of these staff members offer a minimum of three projects involving design and construction of sanitary sewers and wastewater pump stations.

KEY STAFF	QUALIFICATIONS							
	West Hickman – LFUCG 150 MGD Pumping, 22 and 18 MG Storage Tanks, Lexington, KY	Wolf Run – LFUCG 7 MGD Pumping and 1.8 MG Storage Tank, Lexington, KY	Lakeview Pump Station & EQ, Fort Wright, KY	Church Street Equalization Tank & Wet Weather Facility, Fort Wright, KY	W6 Pump Station, Fort Wright, KY	Central Boone County Conveyance – SD1 35,000 LF of Sewer, Fort Wright, KY	Lansing Avenue Pump Station Equalization Basin, Lansing, MI	Nine Mile Pump Station, St Clair Shores, MI
Herb Lemaster, PE	✓	✓	✓	✓	✓	✓		
James Brescol, PE	✓	✓	✓	✓	✓	✓		
Brent Bode, PE	✓						✓	✓
Jason Burkett, PE, SE, MLSE	✓	✓	✓	✓	✓			
Matt Ulrich, PE	✓	✓	✓	✓	✓			
Ryan Rathfon, PE	✓	✓	✓	✓	✓	✓		
Mark Tietsma, PE					✓		✓	✓
Lucy Pacholik, PE	✓	✓	✓	✓	✓	✓		
Dean Vittitoe	✓	✓	✓	✓	✓	✓		
Michelle Howlett, PE, LEED AP			✓	✓	✓			
Rain Storm	✓	✓	✓	✓	✓	✓		

### OUR TEAM IS LOCAL

Tetra Tech is under  
**25 MINUTES** away  
from the LFUCG office





## Summary of Key Staff Qualifications

The following table presents a summary of the qualifications that our proposed team brings and the benefits to LFUCG.

STAFF / ROLE	QUALIFICATIONS
<b>Herb Lemaster, PE</b> <i>Project Manager</i>	<ul style="list-style-type: none"> <li>30+ years of experience in water/wastewater engineering and senior engineer on most complex design and construction projects in Kentucky (KY)</li> <li>Project Manager and Lead Engineer for design of three AWWA D110 compliant SSO storage tanks in KY and long-standing relationships with the Kentucky Division of Water</li> <li>Expert in identifying construction feasibility issues and extensive experience with state and federal permitting</li> </ul>
<b>James Brescol, PE</b> <i>QA/QC</i>	<ul style="list-style-type: none"> <li>20+ years of experience in wastewater engineering</li> <li>Served as Project Manager, leading the planning and final design efforts for two SSO control storage basins and three wet weather pump stations</li> </ul>
<b>Brent Bode, PE</b> <i>QA/QC</i>	<ul style="list-style-type: none"> <li>25+ years of experience in wastewater design</li> <li>Lead engineer of over 300 MGD pump stations</li> </ul>
<b>Ryan Rathfon, PE</b> <i>Process Design, Construction Admin</i>	<ul style="list-style-type: none"> <li>15 years of experience in municipal utility design for potable water, sanitary sewer, and storm sewer systems</li> <li>Lead design engineer for Central Boone County Conveyance, W6 Pump Station, and Church Street EQ Tank and Pump Station</li> </ul>
<b>Mark Tietsma, PE</b> <i>Process Design</i>	<ul style="list-style-type: none"> <li>Lead designer for Lansing Avenue pump station storage tank</li> <li>25+ years of complex process design</li> </ul>
<b>Lucy Pacholik, PE</b> <i>Civil/Site</i>	<ul style="list-style-type: none"> <li>10+ years of experience in potable water, sanitary sewer, and storm sewer engineering, including for the West Hickman Wet Weather Storage Facility and the Wolf Run Wet Weather Storage Facility</li> <li>Lead design engineer for Lakeview Pump Station and EQ Tank</li> </ul>
<b>Dean Vittitoe</b> <i>Civil/Site</i>	<ul style="list-style-type: none"> <li>29+ years of experience as a CADD designer of potable water, sanitary sewer, and other utility systems</li> <li>Lead designer for the West Hickman Wet Weather Storage Facility and the Wolf Run Wet Weather Storage Facility</li> </ul>
<b>Jason Burkett, PE, SE, MLSE</b> <i>Lead Structural</i>	<ul style="list-style-type: none"> <li>Structural Engineer-of-Record for three AWWA D110 compliant storage tanks in Lexington</li> <li>19 years of experience designing, reviewing, and performing independent technical reviews for structural projects related to water/wastewater facilities and well-versed in state, Federal, and local code requirements</li> </ul>
<b>Matt Ulrich, PE</b> <i>Structural &amp; Construction Administration</i>	<ul style="list-style-type: none"> <li>15+ years of experience in structural analysis and design, condition assessments, repair and restoration, construction administration, and special inspections in Kentucky</li> <li>Experience with LFUCG, including for the West Hickman Wet Weather Storage Facility</li> </ul>
<b>Jim Ross, PE</b> <i>Odor Control</i>	<ul style="list-style-type: none"> <li>13+ years of geotechnical engineering experience as President of Webster Environmental Associates</li> <li>Expertise in odor control system design, air dispersion modeling, odor control sampling and testing, and preparing contract drawings and specifications</li> </ul>
<b>Michelle Howlett, PE, LEED AP</b> <i>Electrical/I&amp;C (Magna Engineers)</i>	<ul style="list-style-type: none"> <li>30+ years of experience as project manager and electrical engineer</li> <li>Expertise includes low and medium voltage power distribution, communications systems including fiber optic systems and wireless, fire alarm systems, power quality, security systems, closed circuit video, indoor and outdoor lighting systems, SCADA systems, control systems, variable frequency drive systems, and I&amp;C</li> </ul>
<b>Rain Storm Permitting</b> <i>(Third Rock Consultants)</i>	<ul style="list-style-type: none"> <li>22 years of experience in water resource assessment and characterization, stream restoration and mitigation, wetland delineation and mitigation, endangered species and vegetation surveys, and water quality monitoring</li> <li>Leads Third Rock's permitting services group, coordinating 401 and 404 permitting including conducting water resource assessments sufficient for a jurisdictional determination and preparing permit applications for submittal to the USACE and Kentucky Division of Water (KDOW)</li> </ul>
<b>Hal Barnes, PE, LEED AP</b> <i>Mechanical</i>	<ul style="list-style-type: none"> <li>Senior mechanical engineer with 40 years of experience providing mechanical design services</li> <li>Expertise includes HVAC, fire protection and plumbing design, drafting, and construction administration</li> </ul>





## APPENDIX ★ KEY PERSONNEL RESUMES

### Herbert Lemaster, PE Project Manager

#### EDUCATION

- MS, Civil Engineering (Environmental), University of Kentucky, 1992
- BS, Civil Engineering, University of Kentucky, 1990
- AS, Prestonsburg Community College, 1988

#### REGISTRATIONS/CERTIFICATIONS

- Professional Engineer, Kentucky, No. 19309, 1996
- Land Surveyor-in-Training: Kentucky, No. 1232
- Troxler Nuclear Gauge Certification, No. 093841
- Permit-Required Confined Space Entry Training

#### PROFESSIONAL AFFILIATIONS

- National Society of Professional Engineers
- Kentucky Society of Professional Engineers

Mr. Lemaster serves on various civil and environmental projects. He is responsible for analysis and design, writing specifications, developing contract documents and cost estimates, preparation of construction drawings, construction administration, and construction engineering.

His **wastewater-related** projects include rehabilitation evaluations of wastewater collection systems, capacity studies, design of gravity sewer systems, pump station design, and wastewater treatment plant design.

His **water-related** projects include preparing regional water supply plans, transmission pipeline design, storage tanks, rehabilitation of existing storage tanks, pump station designs, and treatment plant designs.

His **solid waste landfill** projects include design of sedimentation ponds, landfill liners and caps, leachate collection and storage facilities, gas removal and venting systems, modeling leachate production, and general site layout.

Other projects completed by Mr. Lemaster include designing earth retaining structures, groundwater removal and remediation systems, stormwater retention basins, evaluations of stormwater facilities, stormwater modeling, and environmental compliance.

#### EXPERIENCE

**West Hickman Wet Weather Storage Facility — Phase 1, Lexington-Fayette Urban County Government, KY. 2015–2020.** Project Manager. Design of the wet weather storage facility and improvements to the headworks of the existing treatment plant. The project includes new screening facilities, new grit facilities, 70.0 MGD influent pump station, 80.0 MGD wet weather pump station, a 22.0 MG storage tank, recycle pump station, upgrades to the non-potable water system, stormwater management facility, a vehicle bridge, and all associated piping and

electrical. The work involved hydrologic and hydraulic modeling, surveying, and geotechnical evaluations. The project required significant coordination of civil, structural, mechanical, electrical, instrumentation, and plumbing disciplines in the preparation of the design drawings and specifications. Full time resident project representatives and construction administration was provided during the construction phase of the project.

**West Hickman Wet Weather Storage Facility — Phase 2, Lexington-Fayette Urban County Government, KY. 2020–Ongoing.** Project Manager and Senior Engineer. Design of the wet weather storage facility. The project includes an 18.0 MG storage tank and all associated piping and electrical. The work involved surveying, and geotechnical evaluations. The project required significant coordination of civil, structural, mechanical, electrical, and instrumentation disciplines in the preparation of the design drawings and specifications. Full time resident project representatives and construction administration was provided during the construction phase of the project.

**Wolf Run Wet Weather Storage Facility, Lexington-Fayette Urban County Government, KY. February 2014–2016.** Project Manager. Design and construction of this facility. The design of includes a 1.8 MG wet weather storage tank, 7.3 MGD wet weather pump station, and all associated structures piping. The work involved hydrologic and hydraulic modeling, surveying, and geotechnical evaluations. The project required coordination of civil, structural, mechanical, electrical, and instrumentation disciplines in the preparation of the design drawings and specifications. Full time resident project representatives and construction administration was provided during the construction phase of the project.

**Johnson County Sewer Extension and Force Main, Commonwealth of Kentucky Finance and Administration Cabinet, Van Lear, KY. 2015–2020.** Project Manager and Senior Engineer. Design, bidding, construction administration, and resident project representative services for project that included 2,100 feet of 12-inch, 6,300 feet of 10-inch, 13,000 feet of 8-inch gravity sewer lines, and 83 4-foot diameter manholes. This project also included a 176 GPM duplex pump station, 80 GPM package pump station, 800 feet of 6-inch force main, and 4,500 feet of 4-inch force main.

**City of Maysville/Mason County Fiscal Court Sewer Line, Mason County, KY. 2018–2020.** Project Manager and Senior Engineer. Design, bidding, construction administration, and resident project representative services for project that includes 5,800 feet of 8-inch, 3,200 feet of 6-inch gravity sewer lines, and 42 4-foot diameter manholes. This project also included a duplex pump station with 316 GPM/35 horsepower pumps, 100 GPM package pump station, 16,000 feet of 8-inch force main, 2,500 feet of 4-inch force main, 300 feet of boring and encasement, and 700 feet of open cut encasement. This project eliminated the use of tanker trucks to haul leachate from the landfill and extended municipal sewer services farther into the surrounding area.



# James Brescol, PE

## QA/QC

### EDUCATION

- BS, Biosystems Engineering, Michigan State University, 1997

### REGISTRATIONS/CERTIFICATIONS

- Professional Engineer, Kentucky, No. 29059, 2012

### PROFESSIONAL AFFILIATIONS

- Water Environment Federation

Mr. Brescol has performed extensive work with the planning and implementation of wet weather control programs, including modeling, alternatives analysis, optimization, master planning, detailed design and construction phase services, and CIP development. He leads and manages projects involving green infrastructure, combined sewer overflow long-term control planning, sanitary sewer overflow elimination, collection system master planning, hydraulic modeling, flow monitoring, pipeline hydraulic transients, wastewater treatment plant hydraulics, and floodplain analyses.

### EXPERIENCE

**West Hickman Wet Weather Storage and Plant Reliability Improvements, Lexington-Fayette Urban County Government, KY. 2015–2020.** Hydraulics. Completed an analysis of the potential for hydraulic transients for a new 80-MGD wet weather sanitary pump station with a 60-inch-diameter, 1,000-foot-long force main in InfoSurge. Hydraulic transients were found to be relatively mild during a rapid shutdown of the pumps, but vapor pressure was approached on the low side of the pressure wave. A vacuum-relief valve on its own reduced the risk of vapor pressure but created higher-than-desired maximum pressures, so the effects of the waterhammer were mitigated with a combination air-vacuum relief valve. The air-vacuum relief valve was predicted by the model to maintain atmospheric pressure throughout the force main and limit high pressures to 110 psi (working pressure plus the waterhammer pressure).

**West Hickman Wet Weather Storage Facility — Phase 2, Lexington-Fayette Urban County Government, KY. 2020–Ongoing.** Hydraulics. Design of the wet weather storage facility. The project includes an 18.0 MG storage tank and all associated piping and electrical. The work involves surveying, and geotechnical evaluations. The project required significant coordination of civil, structural, mechanical, electrical, and instrumentation disciplines in the preparation of the design drawings and specifications. Full time resident project representatives and construction administration are provided during the construction phase of the project.

**Detroit and Parkside Sanitary Sewer Overflow Elimination, City of Toledo, OH. 2009–2015.** Project Manager/Lead Engineer. Evaluation of alternatives to eliminate two SSOs to local receiving waters. Involved developing and calibrating a hydrologic/hydraulic model of the Detroit and Parkside areas, consisting of 87.2 miles of sewer and 4,000 acres of sanitary service area. Using a long-term simulation approach, the required improvements to control wet

weather flows to limit overflows to less than once in 10 years was sized. Detroit area improvements included two wet weather pump stations (9 and 14 MGD) and an 8.0 MG storage basin. Parkside area improvements included a 10-MGD pump station and a 3.0 MG storage basin. Hydraulic profiles were developed of each system to set critical elevations and system curves to size pumps.

**Downtown Storage Basin and Tunnel Drop Shaft Modifications, City of Toledo, OH. 2015–2020.** Project Manager and Technical Lead for the preliminary design of a 17 MG storage basin and modification to existing drop shaft structures. The basin was designed to supplement an existing storage tunnel and provide further control of CSO discharges. Drop shafts were hydraulically inefficient (e.g. bottleneck”) and were modified to increase flows to the tunnel and basin prior to discharge. A hydraulic transient analysis was performed to evaluate the impacts of additional peak flow into the tunnel. Accommodations were made in the design of the basin to control surge measures during tunnel filling conditions. Construction for the \$44 million project was complete in 2020.

**Paine Fassett Combined Sewer Overflow Regulator Modifications, City of Toledo, OH. 2017–2021.** Project Manager. Preliminary and final design-phase services to identify and design improvement to two CSO regulators to reduce the overflow frequency to three or fewer per year and provide screening and floatable control for all remaining discharges. Existing CSO regulators are on two highly active commercial properties with large retaining walls and highly active railroad tracks. Location and footprint of new screening and floatables control structures accommodated ongoing commercial business activities and maintain overflow to the existing outfalls. Post-construction performance evaluation is in progress.

**Swan Creek North Sewer Separation and Green Infrastructure, City of Toledo, OH. 2011–2018.** Project Manager/Lead Engineer. The City's LTCP included a tunnel project to provide CSO control in the Swan North area. Tetra Tech worked with the City to gain a consent decree modification to use sewer separation and green infrastructure in place of the tunnel. Modification will provide a higher level of control, reduce pollutant loads to Swan Creek, and save the City \$3M. The project included separation of 190 acres of combined sewer area to reduce the frequency of CSO discharge to three to four occurrences per year. Smoke testing and private property investigations were performed to identify inflow sources and recommendations for removal. Green infrastructure (GI) practices will be provided to polish the newly separated stormwater discharges. GI improvements include a combination of linear bioswales within the street right-of-way and neighborhood-level bioretention practices on contiguous vacant parcels to create a pocket park setting.

**SOR1 and SOR2 In-Line Storage Facilities, Louisville and Jefferson County Metropolitan Sewer District, KY. 2014–2018.** Technical Advisor. Technical guidance for the planning and design of two inline storage facilities totaling more than 17 MG of storage.



# Brent Bode, PE

## QA/QC

### EDUCATION

- BS, Engineering (Civil), Calvin College, 2001

### REGISTRATIONS/CERTIFICATIONS

- Professional Engineer, Michigan, No. 6201053431, 2006

Mr. Bode has 24 years of experience in the planning, evaluation, design, and construction of water and wastewater treatment facilities and pump stations. He has served as a project engineer and manager on more than 30 retrofit and new construction projects for water and wastewater treatment facilities, focusing on system performance, hydraulics, and operational reliability. His expertise includes developing and interpreting contract documents, conducting hydraulic analyses, preparing construction specifications, and providing cost estimates. Mr. Bode's background encompasses facility condition assessments, master planning, and the design of treatment process improvements, headworks, pump stations, and solids handling systems. As QA/QC Lead, Mr. Bode ensures technical accuracy, regulatory compliance, and design consistency across project phases, with extensive experience on large, complex treatment and pumping projects throughout Michigan and the Midwest.

### EXPERIENCE

**WRRF Headworks Improvements, City of East Lansing, MI. 2015-2020.** Project Engineer. Evaluation, design, and construction phase services for a new headworks facility including fine screens, influent wastewater pumping, and grit removal for a peak design flow of 62 MGD. Improvements provided more energy-efficient operation, replaced obsolete process equipment, and included six 125-HP vertical turbine solids-handling pumps, vortex grit removal, and automated screening systems.

**WRRF Secondary Clarifier and Aeration Improvements, City of East Lansing, MI. 2020-2023.** Project Engineer. Project Engineer for improvements to primary and secondary clarifiers and the aeration system, resulting in approximately \$400,000 in annual energy savings through new fine-bubble diffusers and high-efficiency blowers. Total project cost: \$31 million.

**WWTP Major Capital Improvements, Delta Charter Township, MI. 2020-Ongoing.** Project Manager. Project Manager for a comprehensive WWTP evaluation and phased master plan addressing treatment capacity, process efficiency, and infrastructure rehabilitation. Designed new headworks, aeration, blower systems, and clarifiers to increase firm capacity to 8 MGD average day and 28 MGD peak hour, improving resilience and operational performance.

**WWTP Expansion and Secondary Treatment Improvements – City of Saline, MI. 2022-Ongoing.** Process Designer. Process Designer responsible for design and construction documents for expansion and secondary treatment improvements. Scope included new headworks building, primary clarifiers, secondary aeration systems, solids handling, and digester upgrades to improve treatment flexibility and energy efficiency.

**Coleman Road Pump Station Upgrade – City of East Lansing, MI. 2024.** QA/QC Lead. QA/QC Lead for evaluation and design of pump station upgrades to improve hydraulic performance, reliability, and control for current and future flows. Prepared design basis report, construction documents, and rendered graphics for proposed improvements.

**WRRF Administration Building Feasibility Study – City of East Lansing, MI. 2019–2023.** Project Engineer. Evaluated feasibility of repurposing the original 1965 administration building housing critical pumping, dewatering, and support systems. The study informed long-term facility planning following completion of major WRRF upgrades, optimizing use of space and integration with new process facilities.

**WWTP Aeration System Improvements, Ypsilanti Community Utilities Authority, Ypsilanti, MI, 2019–2024.** Project Engineer and Process Design Leader for aeration system improvements at a 46-MGD facility. Designed replacement of aging blowers with smaller, high-speed, high-efficiency units, improving energy efficiency and treatment flexibility. Provided final design documents including civil, mechanical, electrical, and instrumentation systems.

**Water Pollution Control Aeration System Process Improvements, City of Flint, MI, 2019–2023.** Project Engineer and Process Design Leader. Responsible for major aeration system improvements at the 50-MGD Water Pollution Control Facility. Designed installation of high-efficiency turbo blowers, new low-energy mixing systems, and SCADA-integrated controls to reduce operating costs and improve process control.

**WWTP Condition Assessment and Master Plan – Delta Township, MI, 2018–2020.** Project Engineer. Responsible for a 30-year Master Plan assessing structural, mechanical, and electrical systems of the wastewater treatment plant. Evaluated treatment and solids handling alternatives and developed long-term strategies for capacity expansion and rehabilitation of aging infrastructure.



# Ryan Rathfon, PE

## Civil /Site

### EDUCATION

- BS, Architectural Engineering, Drexel University, 2010

### REGISTRATIONS/CERTIFICATIONS

- Professional Engineer, Kentucky, No. 38016, 2022
- CDT – Construction Document Technologist

Mr. Rathfon's project experience includes municipal utility design for potable water, sanitary sewer, and storm sewer systems; site civil and structural design for light manufacturing, power plants, commercial, and educational facilities; field data collection for utility line construction, municipal stormwater program management, and landfill management; flood mitigation design analysis for municipal wastewater facilities; site civil design for DoD projects.

### EXPERIENCE

**West Hickman Wet Weather Storage Facility — Phase 1, Lexington-Fayette Urban County Government, KY. 2015–2020.** Project Engineer and Construction Administrator. Design of the wet weather storage facility and improvements to the headworks of the existing treatment plant. The project includes new screening facilities, new grit facilities, 70.0 MGD influent pump station, 80.0 MGD wet weather pump station, a 22.0 MG storage tank, recycle pump station, upgrades to the non-potable water system, stormwater management facility, a vehicle bridge, and all associated piping and electrical. The work involved hydrologic and hydraulic modeling, surveying, and geotechnical evaluations. The project required significant coordination of civil, structural, mechanical, electrical, instrumentation, and plumbing disciplines in the preparation of the design drawings and specifications. Full time resident project representatives and construction administration was provided during the construction phase of the project.

**West Hickman Wet Weather Storage Facility — Phase 2, Lexington-Fayette Urban County Government, KY. 2020–Ongoing.** Project Engineer and Construction Administrator. Design of the wet weather storage facility. The project includes an 18.0 MG storage tank and all associated piping and electrical. The work involved surveying, and geotechnical evaluations. The project required significant coordination of civil, structural, mechanical, electrical, and instrumentation disciplines in the preparation of the design drawings and specifications. Full time resident project representatives and construction administration was provided during the construction phase of the project.

**Northern Boone County Conveyance, Sanitation District No. 1, Fort Wright, KY. 2021–Ongoing.** Lead Design Engineer. Developed alternative alignments for seven miles (7 mi.) of 30-inch and 36-inch sanitary sewer trunk. Provided Client cost/benefit analysis of proposed alternatives. Analyzed attributes of each alternative include constructability/construction access, material quantities, access for future customers, environmental impact, and easement acquisition.

**North 1 Utility Extension Program, City of Cape Coral, Cape Coral, FL. 2020–Ongoing.** Project Engineer/Designer. The project encompasses the preliminary design, survey, final design and bidding for over 80 road miles of new gravity sewer, water main, irrigation main, force main and raw water main ranging in size from 4" to 30" installed by open cut, directional drill methods and aerially for canal crossings. In addition, the project design encompasses 17 new duplex lift stations, 2 new master pump stations and 1 new irrigation storage and repump facility. The North 1 UEP project includes expansion of and upgrades to the City's water, wastewater, stormwater, and irrigation systems throughout a 6-square-mile area North of Pine Island Road. Mr. Rathfon's project role involved managing CAD resources, quality assurance, developing cost estimates, water, wastewater, irrigation systems' design, and lift station design.

**Stormwater Sewer Upgrades, Lexington-Fayette County Government, Lexington, KY. 2020–2021.** Project Engineer. Collected field data including topography and location of site features and utilities. Researched public records for property line and easement information. Produced existing site drawings and surface model from field data used for modeling and design of stormwater sewer upgrades. Produced project documents including technical memorandum, cost estimate, drawings, and specifications for construction of stormwater sewer upgrades.

**Indoor Shooting Range and Administration Building, Indiana Air National Guard (INANG), Terra Haute, IN. 2020.** Site design for INANG firearms training facility and administration building. Performed calculations for sizing of stormwater sewer system and infiltration basin, updated project specifications (SpecsIntact). Designed and produced construction drawings for site grading, paving, and utilities including natural gas, domestic water, and sanitary and storm sewers per UFC code.

**Flood Mitigation Upgrades, Houston Public Works, Houston, TX. 2019–2020.** Project Engineer. Conducted analysis of site investigation reports of damage to wastewater treatment plants and lift stations caused by Hurricane Harvey in the Houston, TX area and provided flood mitigation alternatives to the client based on damage cost estimates and availability of FEMA funding for nine separate locations. Flood mitigation alternatives included upgrades to site grading, flood containment walls, process mechanical systems, submersible pumps, electrical systems, HVAC mechanical systems, and structural and architectural facilities.





# Marc Tietsma, PE

## Process Design

### EDUCATION

- BS, Engineering (Civil), Calvin College, 2001

### REGISTRATIONS/CERTIFICATIONS

- Professional Engineer, Michigan, No. 6201052583, 2005

### PROFESSIONAL AFFILIATIONS

- Michigan Water Environment Association

Mr. Teitsma is an experienced process design engineer specializing in the planning, design, and construction of wastewater treatment plants, wastewater pump stations, and water pumping facilities. His expertise spans process engineering, system hydraulics, treatment optimization, and advanced nutrient and biosolids management. His responsibilities have included the preparation of design drawings, technical specifications, hydraulic modeling, cost opinions, and process calculations, as well as resident engineering during construction.

Mr. Teitsma's broad technical experience covers wet weather storage design, anaerobic digestion and energy recovery systems, ultraviolet disinfection, and treatment process optimization. He has played a lead design role on numerous municipal infrastructure improvement projects across the Midwest, helping utilities modernize facilities for regulatory compliance, energy efficiency, and operational reliability.

### EXPERIENCE

**West Hickman Wet Weather Storage Facility — Phase 1, Lexington-Fayette Urban County Government, KY. 2015–2020.** Project Engineer. Project Engineer for flow split structure, hydraulic analysis, and headworks/grit removal. Project included a 20-MG wet weather storage tank, 140-MG screening, 70-MG grit removal facility, Parshall flume, and secondary flow split structure. Work also included upstream sewer configuration and complicated sequence of construction.

**Headworks and Interceptor Improvements – Water Resource Recovery Facility, City of East Lansing, MI. 2015–2017.** Project Engineer. Project Engineer for headworks facility design including new ¼-inch bar screens, dual grit vortex tanks, and hydraulic optimization. Designed systems for up to 31 MGD flow per unit, achieving high solids removal efficiency and improved influent hydraulics.

**Tertiary Filtration, Ultraviolet Disinfection, and Effluent Discharge Improvements, Water Resource Recovery Facility, City of East Lansing, MI, 2013–2016.** Project Engineer. Project Engineer for ultraviolet disinfection system design. Project replaced sodium hypochlorite and bisulfite systems with new UV channels designed for a 48-MGD firm capacity. Developed preliminary and final layouts, equipment selection, and basis of design in collaboration with the City.

**WWTP Plant Wet Weather Storage Tank Preliminary Design Report, Northfield Township, MI, 2016.** Project Engineer. Project Engineer for a 1.5-MG wet weather storage tank located upstream of influent screening and grit removal. Responsible for evaluating tank size, material, layout, and automated valve structure configuration to optimize storage and controlled drainage.

**Biodigestion with Combined Heat and Power – Water Resource Recovery Facility, City of Grand Rapids, MI. 2017–2022.** Project Engineer. Project Engineer for a new biodigestion facility incorporating a mesophilic anaerobic digestion process and a combined heat and power recovery system. Process design focused on energy recovery, biogas utilization, and integration with existing solids handling operations. Served as on-site engineer during construction and commissioning.

**Renewable Natural Gas Conditioning System – Water Resource Recovery Facility, City of Grand Rapids, MI. 2018–2021.** Lead Process Designer. Lead Process Designer for the renewable natural gas (RNG) facility to upgrade biogas to utility-grade natural gas. Designed hydrogen sulfide removal, membrane separation, VOC treatment, and compression systems. Supported commissioning and ongoing operations.

**Phosphorus Recovery – Water Resource Recovery Facility, City of Grand Rapids, MI, 2019–2023.** Project Engineer for phosphorus recovery system to reduce nutrient loadings, minimize struvite formation, and recover phosphorus for fertilizer use. Designed system in coordination with Schwing Nutrient Removal Systems (NuReSys) and integrated it with existing plant operations.

**Water Pollution Control Aeration System Process Improvements, City of Flint, MI, 2019–2021.** Project Engineer for aeration process optimization at the 50-MGD Water Pollution Control facility. Designed high-efficiency turbo blowers, low-energy mixing systems, and actuator upgrades to improve process performance and reduce power demand.

**Milk River CSO Improvements, Wayne County, MI, 2019.** Process Engineer for a \$40M multi-year facility and process rehabilitation project. Project included upgrades to multiple large pump stations, a 19-MG CSO basin, and re-aeration systems. Contributed process design support for hydraulic optimization and equipment improvements while maintaining continuous operation.



# Lucy Pacholik, PE

## Civil/Site

### EDUCATION

- MS, Civil Engineering, University of Kentucky, 2019
- BS, Civil Engineering, University of Kentucky, 2017
- BA, Arts and Sciences, University of Kentucky, 2008

### REGISTRATIONS/CERTIFICATIONS

- Professional Engineer, Kentucky, No. 37317, 2021
- Construction Documents Technology (CDT)

### PROFESSIONAL AFFILIATIONS

- Kentucky Erosion Prevention and Sediment Control

Ms. Pacholik is a civil engineer specializing in site grading, stormwater management, and civil design for water and wastewater infrastructure projects. She has nine years of experience providing civil, environmental, and regulatory compliance engineering services for public, industrial, and municipal clients. Her expertise includes site layout, stormwater system modeling, erosion control, and permitting, with advanced proficiency in AutoCAD Civil 3D, ArcGIS, HydroCAD, PondPack, and KYPipe. She has designed and permitted numerous large-scale wet weather storage facilities, pump stations, equalization tanks, and stormwater conveyance systems throughout Kentucky.

Ms. Pacholik routinely leads preparation of grading and drainage plans, hydrologic and hydraulic modeling, and permitting applications in compliance with the Kentucky Division of Water (DOW), Kentucky Erosion Prevention and Sediment Control (KEPSC), and EPA MS4 requirements. She has supported multiple LFUCG (Lexington-Fayette Urban County Government) Consent Decree projects involving stormwater analysis, site development, and regulatory submittals.

### EXPERIENCE

**Lakeview Equalization Tank and Wet Weather Pump Station Facility – Sanitation District No. 1, Fort Wright, KY, 2023–Ongoing.** Project Engineer for design of sanitary pumping station and 10.5-MG equalization storage tank. Designed site grading, stormwater controls, and utility coordination for the 38.3-MGD facility. Prepared design calculations, cost estimates, and permit applications; coordinated with utility owners and provided construction-phase review.

**Cedar Creek Water Quality Treatment Center – Louisville Metropolitan Sewer District, Louisville, KY, 2023–Ongoing.** Project Engineer providing site grading, potable water, and sanitary sewer design for new water quality treatment center. Designed detention basin using Bentley PondPack software to meet post-construction green infrastructure requirements. Prepared stormwater permit applications and coordinated zoning and regulatory submittals.

**West Hickman Wet Weather Storage Facility – Lexington-Fayette Urban County Government, Lexington, KY, 2015–2020.** Project Engineer and Construction Administrator assisting in the construction permitting process, specification review, and submittals to LFUCG and KIA. Analyzed stormwater management and erosion control options for development of two 22-MG storage tanks and new headworks facility. Supported site grading and erosion control plan development.

**Wolf Run Wet Weather Storage Facility – Lexington-Fayette Urban County Government, Lexington, KY, 2014–2016.**

Project Engineer and Construction Administrator for design support and construction oversight of an 8-MG storage tank and new pump station. Reviewed specifications and submittals, field reports, and contractor compliance with HUD wage requirements.

**Campbell Lane, Bob-O-Link Drive, and Barnard Drive Stormwater Improvements – Lexington-Fayette Urban County Government, Lexington, KY, 2020–Ongoing.** Project Engineer. Project included for stormwater design and modeling to mitigate localized flooding. Performed hydraulic modeling using Innowyze InfoSWMM, designed conveyance improvements and stormwater structures in Civil 3D, and prepared construction drawings and specifications.

**Pebble Creek Bank Stabilization – Lexington-Fayette Urban County Government, Lexington, KY, 2022–2024.** Project Engineer for analysis and design of failing stream bank stabilization in a residential area. Used HEC-RAS to establish FEMA flood elevations and designed stabilization alternatives in AutoCAD Civil 3D. Prepared construction drawings, easement exhibits, and cost estimates.

**Industry Road Culvert Replacement – Lexington-Fayette Urban County Government, Lexington, KY, 2020–2022.**

Project Engineer for hydraulic modeling and redesign of a failing railroad culvert using HydroCAD. Designed grading, drainage improvements, and stormwater routing in AutoCAD Civil 3D and prepared associated permitting documentation and cost estimates.

**Firethorn Detention Basin Improvements – Lexington-Fayette Urban County Government, KY, 2019–2020.**

Project Engineer for redesign of a failing detention basin using Bentley PondPack software. Assisted with surveying, topographical design, and cost estimating. Supported construction administration including shop drawing reviews and pay application processing.

**Nansemond Sustainable Water Initiative for Tomorrow (SWIFT) Facility – Hampton Roads Sanitation District, Virginia Beach, VA, 2024–Ongoing.**

Project Engineer preparing Erosion and Sediment Control and Site Plan applications under the Virginia Erosion and Stormwater Management Act. Performs hydrologic and hydraulic modeling and designs stormwater management facilities in Autodesk Storm and Sanitary Analysis. Provides site design support and specification development.



# Dean Vittitoe

## Civil/Site

### EDUCATION

- AAS, Mechanical Computer-Aided Design Drafting, Louisville Technical Institute, 1995

### REGISTRATIONS/CERTIFICATIONS

- Certificate in Board Drafting, 1994

### PROFESSIONAL AFFILIATIONS

- American Design and Drafting Association

Mr. Vittitoe has nearly 30 years of experience in the civil design and planning of water, wastewater, roadway, airport, and utility infrastructure projects. His background includes extensive experience in site grading, permitting, stormwater management, and utility layout for municipal and private developments. He has served as a senior designer and planner on major projects involving pump stations, force mains, wet weather storage facilities, and treatment plant improvements. His expertise includes 3D site design using AutoCAD Civil 3D, Land Development Desktop, MicroStation, and ArcGIS, as well as advanced CADD customization for complex municipal infrastructure projects.

Mr. Vittitoe's work includes detailed grading plans, stormwater and utility layouts, and coordination across multi-disciplinary teams to integrate site, mechanical, and civil design elements into cohesive, constructible plans. He has supported numerous Lexington-Fayette Urban County Government (LFUCG) projects, providing design, permitting, and construction documentation for large-scale storage, conveyance, and treatment facilities.

### EXPERIENCE

#### **West Hickman Wet Weather Storage, Lexington-Fayette Urban County Government, Lexington, KY, 2015–2019.**

Designer. Project includes for wet weather storage facility design including gravity, force main, and lift station improvements. Assisted with site layout, grading, and utility design for new storage tanks and pumping facilities.

#### **Wolf Run Wet Weather Storage Tank and Lift Station – Lexington-Fayette Urban County Government, Lexington, KY, 2013–2014.**

Designer for site civil design and utility coordination for an 8-MGD wet weather storage tank and lift station. Responsibilities included grading design, site layout, and integration with existing municipal infrastructure.

#### **Central Boone County Pump Stations, Sanitation District No 1, Boone County, KY, 2023–Ongoing.**

CAD Designer for comprehensive design and permitting of two 10-MGD pump stations that operate in series to discharge into the Western Regional Conveyance Tunnel. Responsible for grading and route layout alternatives, floodplain compliance modeling, and client presentation materials.

#### **Lakeview Equalization Tank and Wet Weather Pump Station Facility, Sanitation District No 1, Fort Wright, KY, 2023–Ongoing.**

Designer for equalization storage and pumping facilities including 10.5-MGD tank and 38.3-MGD pump station. Provided civil design support including site grading, access, and stormwater control.

#### **Southeast County Force Main, Lee County, FL, 2023–Ongoing.**

Designer providing preliminary and final design support for installation of approximately 46,000 LF of 24-inch force main, including HDD and open-cut construction. Supported hydraulic modeling, staging, and pipeline alignment development to ensure reliable long-term conveyance capacity.

#### **North 1 Utility Extension Program, City of Cape Coral, FL, 2019–Ongoing.**

Designer for expansion of municipal water, wastewater, and irrigation systems over a 4.3-square-mile area. Designed site grading, roadways, and utilities including over 265 miles of piping and 20 lift stations. Provided coordination with permitting and construction management teams.

#### **Cypress West Water Reclamation Facility Upgrade and Expansion, Toho Water Authority, Osceola, FL, 2016–2017.**

Designer for yard piping, stormwater layout, and grading improvements to the wastewater treatment plant site. Supported tank layout and site drainage design.

#### **Harrods Creek Sewer and Plant Demolitions, Louisville Metropolitan Sewer District, Louisville, KY, 2013–2014.**

Designer for 9,000 feet of 42-inch gravity sewer and 9,000 feet of 30-inch force main along Harrods Creek. Included demolition of two package wastewater treatment plants. Responsible for site civil design, utility coordination, and layout drawings.

#### **Utility Extension Program, City of Cape Coral, FL, 2012–2015.**

Designer for roadway storm infrastructure and public utilities across four square miles. Developed site grading, stormwater conveyance, and utility alignment designs for potable water, wastewater, and irrigation systems.



# Jason Burkett, PE, SE, MLSE

## Lead Structural Engineer

### EDUCATION

- MS, Civil Engineering, University of Central Florida, 2005
- BS, Civil Engineering, University of Central Florida, 2003

### REGISTRATIONS/CERTIFICATIONS

- Professional Engineer, Kentucky, No. 28453, 2012
- Model Law Structural Engineer, National Council of Examiners for Engineering and Surveying, No. 47938

### PROFESSIONAL AFFILIATIONS

- American Institute of Steel Construction
- American Concrete Institute

Mr. Burkett is a structural engineer who is experienced with many structural systems including composite steel, prestressed/precast concrete, concrete framing, steel framing, masonry, timber, tilt-up concrete panels, light-gauge steel, and aluminum. He has completed water treatment facilities projects for the federal government, Department of Defense, and local municipalities, plus in industrial, commercial, residential, healthcare, education, aviation, and marine construction markets. His work has also included roofing components, hurricane shelters, high-velocity hurricane zones, renovations, additions, and investigations.

### EXPERIENCE

#### West Hickman Wet Weather Storage and Wastewater Treatment Plant Improvements — Phase 1, Lexington-Fayette Urban County Government, Lexington, KY.

**2015–2020.** Structural Engineer of Record. Responsible for the design of foundations for a 20 MG wet weather storage tank, a headworks facility, generator building, and other miscellaneous buried structures. The headworks structure is one large structure that combines a truck loading bay, screening building, influent and wet weather pump station, pipe gallery, grit tanks, flumes, and two overhead cranes for equipment removal.

#### West Hickman Wet Weather Storage Facility — Phase 2, Lexington-Fayette Urban County Government, KY.

**2020–Ongoing.** Lead Structural Engineer. Design of the wet weather storage facility. The project includes an 18.0 MG storage tank and all associated piping and electrical. The work involves surveying, and geotechnical evaluations. The project required significant coordination of civil, structural, mechanical, electrical, and instrumentation disciplines in the preparation of the design drawings and specifications. Full time resident project representatives and construction administration are provided during the construction phase of the project.

#### Wolf Run Wet Weather Storage Facility, Lexington, KY. 2014.

Lead Structural Engineer. Modeling and design of a 1.8 MG wet weather storage basin and associated diversion structure and pump station. All the structures were designed as cast-in-place concrete with a bid alternate design of a post-tensioned round tank for the storage basin.

**Detroit and Parkside Sanitary Sewer Overflow Elimination, City of Toledo, OH. 2009–2015.** Structural Engineer. Evaluation of alternatives to eliminate two SSOs to local receiving waters. Involved developing and calibrating a hydrologic/hydraulic model of the Detroit and Parkside areas, consisting of 87.2 miles of sewer and 4,000 acres of sanitary service area. Using a long-term simulation approach, the required improvements to control wet weather flows to limit overflows to less than once in 10 years was sized. Detroit area improvements included two wet weather pump stations (9 and 14 MGD) and an 8.0 MG storage basin. Parkside area improvements included a 10-MGD pump station and a 3.0 MG storage basin. Hydraulic profiles were developed of each system to set critical elevations and system curves to size pumps.

#### Sanitary Sewer Overflow Control Design and Construction, Village of Dundee, MI. 2012–Present.

Structural Engineer. Tetra Tech completed an Infiltration/Inflow (I/I) and Sewer System Evaluation Survey (SSES) project that determined a combination of I/I source removal, conveyance, and WWTP storage was the cost-effective approach to control the wet weather flow. Tetra Tech successfully completed a project plan that qualified the Village for a low-interest loan and immediately initiated design services. Tetra Tech helped removed the I/I sources, the SSES concluded that additional sewer improvements would be cost effective to capture the wet weather flow and assure it received treatment, including larger sewer interceptor capacity, new inverted siphon across the Raisin River, new pump station, and 1.3 MG wet weather storage facility.

**Improvements to Multiple Pump Stations, San Antonio Water System, San Antonio, TX. 2017–Present.** Engineer of Record. Responsible for structural renovations to the 34th Street, Zarzamora, Basin, La Rosa, and Pitluk water treatment plants in the San Antonio area. Renovations included new chemical disinfection buildings, electrical buildings, chemical storage and containment structures, well pads, and retrofit installed bridge cranes. Structural foundations are mat foundations with some on drilled shafts.

#### Perry Street Pump Station and Diversion Structure, Oakland County Water Resources Commissioner's Office, Pontiac, MI. 2013–2016.

Lead Structural Engineer. Design of the new pump station and diversion structure designed to control wet weather overflows from the sewer system. Foundations for the 60,000-sf wet and dry wells extended as deep as 45 feet below grade with an intermediate operation level. Main floor level designed to accommodate water loading where a truck and/or trailer could back into the building and have pump or grinder equipment loaded onto the vehicle by the multi-track 5-ton monorail crane system. Parts of the building designed with gas-tight walls due to the many grated opening in the floor system above the sewer wet well. Project received an Engineering Merit award from the American Council of Consulting Engineers/Michigan's Engineering and Surveying Excellence Awards Competition.





## T. Michelle Howlett, PE, LEED AP

### Electrical/I&C



#### EDUCATION

- BS, Electrical Engineering, University of Kentucky, 1990

#### REGISTRATIONS/CERTIFICATIONS

- Professional Engineer:
- Kentucky, No. 19856,
- Indiana, No. 19900067,
- Ohio, No. 63761
- NFPA Member #2543563
- LEED Accredited Professional

Ms. Howlett has over 30 years of experience as project manager and electrical engineer for a broad array of projects up to \$140M in scope. Ms. Howlett has experience with projects using design-bid-build, design-build, and construction management delivery methods. Ms. Howlett's technical areas of expertise include low and medium voltage power distribution, communications systems including fiber optic systems and wireless, fire alarm systems, power quality, security systems, closed circuit video, indoor and outdoor lighting systems, supervisory control and data acquisition systems, control systems, variable frequency drive systems, and instrumentation.

#### EXPERIENCE

**Hite Creek Water Quality Treatment Center Improvements, Louisville, KY.** Electrical and Instrumentation Engineer. Electrical/instrumentation services for an \$8M expansion which includes additional grit removal, clarifier, return sludge and scum pumping, UV system, chemical feed facility, and plant drain pump station. The project also includes a new primary metered electrical service and generator upgrades.

**Deep Springs Wastewater Pump Station, Lexington KY.** Electrical and Instrumentation Engineer. Electrical and instrumentation services for a new wastewater pump station which replaces an existing pump station in a residential area. The project includes variable frequency drives, level control system, standby power, and telemetry.

**Wet Weather Storage Basin and Pump Station, Falmouth, KY.** Electrical and Instrumentation Engineer. The project included a new 2 M gallon wet weather storage basin and pump station with motor actuated gate and valves for providing flow to/from the basin. The project also included the addition of variable frequency drives to the plant influent pump station.

**Headworks Improvements, Morris Forman Water Quality Treatment Center, Louisville, KY.** Electrical and Instrumentation Engineer. Electrical and instrumentation services for upgrades to the existing east and west headworks facilities. The east headworks handles up to 200 MGD and includes four bar screens, three vortex grit systems, and grit classifiers. The west headworks handles 225 MGD and includes three bar screens and three grit collectors.

**Sludge Processing Upgrades, Wastewater Treatment Plant No. 2, Georgetown, KY.** Electrical and Instrumentation Engineer. Electrical and instrumentation services for the replacement of two belt filter presses with two rotary screw presses, as well as replacement of polymer feed pumps and sludge pump controls.

**New Lower Howards Creek Wastewater Treatment Plant, Winchester, KY.** Electrical and Instrumentation Engineer. Electrical and Instrumentation services for a new \$28M, 2 MGD wastewater treatment plant and remote influent pump station with headworks and grit removal. Plant design includes oxidation ditches, UV disinfection system, clarifiers, return and waste pumping stations, belt filter press/gravity belt thickener, and chemical feed systems.

**Southwestern Parkway CSO Storage Basin, Louisville, KY.** Electrical and Instrumentation Engineer. The project included a new 30M gallon wet weather holding facility for Louisville MSD. The project includes multiple diversion structures, storage basin, pump station with five variable speed dewatering pumps and two sump pumps, and washdown systems. The design includes various instrumentation and controls including multiple PLC and remote I/O panels, flow and level monitoring, and standby power system. The project is constructed using a progressive design build delivery method.

**Muddy Fork Interceptor SSO Storage Basin, Louisville, KY.** Electrical and Instrumentation Engineer. The project included a new wet weather holding facility for Louisville MSD. The project includes a diversion structure, screening, storage basin, pump station, odor controls, and control building. The design includes various instrumentation and controls including flow and level monitoring, PID control for variable speed pumps, gas monitoring, and washdown systems. Controls are PLC based, Ethernet networked, and connected to MSD's radio telemetry system.



# Rain Storm

## Permitting



### EDUCATION

- BS, Wildlife Management, Eastern Kentucky University, 2000

### REGISTRATIONS/CERTIFICATIONS

- USFWS Scientific Collecting Permit #TE049738-11
- KDFWR Permit #SC2111184
- WTI Certified Wetland Delineator

### PERMITS

- USFWS ES049738-12
- AR GFC Permit #031920204
- GA DNR Permit #1000528379
- IL DNR Permit #7082
- KY DFWR Permit #SC2211226
- MO DOC Permit #19843
- NC WRC Permit #22-ES00411
- NC WRC Permit #22-SC00900
- OH DNR Permit #23-028PA Qualified Bat Surveyor
- TWRA Terrestrial Permit #5401

Rain's areas of expertise include water resource permitting and delineation, stream and wetland restoration design, threatened and endangered species surveys, and water quality monitoring. She is uniquely versed in the federal and state regulatory programs that dictate the permitting process for impacts to water resources in Kentucky. Her strong working relationship with both state and federal permitting agencies with jurisdiction in Kentucky help ensure the issuance of permits in a timely manner. She routinely guides clients through the complicated process of identifying impacts, analyzing alternatives, acquiring permits, and developing mitigation to compensate for unavoidable impacts to jurisdictional water resources. Rain works closely with Third Rock clients to develop innovative avoidance and minimization solutions that have the additional advantage of improving aesthetics, reducing overall costs, and preventing delays.

Rain also leads Third Rock's permitting services group, coordinating 401 and 404 permitting including conducting water resource assessments sufficient for a jurisdictional determination and preparing permit applications for submittal to the U.S. Army Corps of Engineers (USACE) and Kentucky Division of Water (KDOW).

Acquiring an USACE Section 404 Department of Army (DA) permit for unavoidable impacts to water resources also requires coordination with the US Fish and Wildlife Service (USFWS) to ascertain compliance with Section 7 of the Endangered Species Act. Rain is uniquely qualified to coordinate directly with the USFWS on behalf of Third Rock clients. She currently holds USFWS Region 3 and Region 4 federal collection permits, as well as state collection permits in KY, TN, GA, MO, OH, WV, NC, and PA. She has conducted hundreds of Biological Assessments for federally and state-listed threatened and endangered species in Kentucky and across the southeast and is widely respected by federal and state resource agencies.

Rain also works collaboratively with Third Rock engineers to develop projects using natural channel design techniques. Her involvement includes hydrologic determinations, rapid bioassessment (RBP) and function-based assessment, planting plans, and invasive species management. She authors Third Rock's Mitigation and Restoration Plans and is primarily responsible for post-construction mitigation monitoring and reporting.

### SPECIALIZED TRAINING

- Stream Functions Pyramid Workshop
- Post-Construction Stormwater Management
- Innovations in Urban Stream Restoration
- WTI USACE Regional Supplemental Seminar
- Rapanos Guidance for Approved Jurisdictional Determinations, USACE
- KY Headwater Streams, Functional Assessment Protocol, USACE
- Wetland Flora, Institute of Botanical Training
- Rosgen Level I - IV

### EXPERIENCE

**East Frankfort Phase III Wet Weather Sewer Facility, Frankfort Sewer Department, (USACE ID No. LRL-2021-205-sea) Franklin County, KY.** Permitting Lead. The proposed project will eliminate three (3) sanitary sewer overflows and an additional four (4) manholes close to capacity/overflowing within the East Frankfort Interceptor drainage basin, and move Frankfort Sewer Department toward regionalization of the Farmdale package wastewater treatment plants. Rain was responsible for delineating waters of the US within the project disturbance limits and making a jurisdictional determination.

**Georgetown South Sewer Extension Project, Georgetown Municipal Water and Sewer Service, (LRL-2019-606-pjl) Georgetown, KY.** Permitting Lead. Improvements to the South Sewer Interceptor and Collector System included the installation of approximately 30,000 LF of 8 to 27-inch gravity sewer, and service connections to approximately 500 residential units. Rain was responsible for delineating waters of the US within the project disturbance limits and making a jurisdictional determination. She prepared the 404 Department of Army (DA) Permit and 401 Water Quality Certification (WQC) application packages and secured authorization for unavoidable impacts those resources.



# Hal Barnes, PE, LEED AP

## Mechanical

### EDUCATION

- BS, Mechanical Engineering Technology, Georgia Southern University, 1985

### REGISTRATIONS/CERTIFICATIONS

- Professional Engineer, Georgia, No. 021312, 1994
- LEED Accredited Professional, 2005

### PROFESSIONAL AFFILIATIONS

- American Society of Mechanical Engineers

Mr. Barnes is an accomplished Senior Mechanical Engineer with 40 years of experience providing mechanical design services for water and wastewater facilities, municipal buildings, higher education, and healthcare institutions. His expertise includes HVAC system design, plumbing, and fire protection design for new facilities, system expansions, and total system replacements.

He has extensive experience with boilers, chillers, cooling towers, and dedicated outdoor air and ventilation systems, bringing a deep understanding of operational performance and maintainability to his designs. Mr. Barnes is a LEED Accredited Professional who emphasizes energy efficiency, sustainability, and system optimization across projects. His responsibilities frequently include project management, mechanical design leadership, and quality assurance/quality control for mechanical systems. He provides mechanical design for pumping stations, water and wastewater treatment facilities, and operations service buildings, ensuring system reliability, code compliance, and integration with architectural and process requirements.

### EXPERIENCE

**Eastern Water Reclamation Facility Expansion Phase VI-B, Orange County Utilities, FL, 2025.** Senior Mechanical Engineer providing QA/QC review for HVAC, plumbing, and fire protection design for facility expansion. Scope included energy-efficient mechanical upgrades for treatment building expansions

**Nansemond SWIFT Facility Upgrades, Hampton Roads Sanitation District, Suffolk, VA, 2025.** Senior Mechanical Engineer providing QA/QC review for HVAC, plumbing, and fire protection design associated with advanced water reclamation facility upgrades. Supported system integration with treatment process and energy efficiency standards.

**Water Pollution Control Facility Secondary Treatment Upgrades and Facility Improvements, City of Gloucester, MA, 2025.** Senior Mechanical Engineer providing QA/QC review of HVAC, plumbing, and fire protection systems for secondary treatment upgrades and process building renovations.

**WWTP Aeration Gallery and Tank Improvements, City of Warren, MI, 2025.** Senior Mechanical Engineer responsible for HVAC, plumbing, and fire protection design and QA/QC for process building improvements, including aeration gallery ventilation and mechanical systems optimization.

**Water Reclamation Facility Post-Ian Improvements, City of Sanibel Island, FL, 2025.** Senior Mechanical Engineer providing QA/QC review for HVAC and mechanical systems restoration at wastewater facility following hurricane damage. Ensured compliance with resiliency and system redundancy standards.

**Operations Service Building Electrical and HVAC Upgrades, Genesee County, MI, 2025.** Senior Mechanical Engineer providing QA/QC for HVAC, plumbing, and fire protection system upgrades at municipal operations service building. Ensured maintainability and integration with electrical system improvements.

**Lift Station Five, City of Flint, MI, 2025.** Senior Mechanical Engineer responsible for HVAC, plumbing, and fire protection systems design and review for major lift station rehabilitation.

**Cypress Wellfield, Raw Water Main, and Water Treatment Plant, Toho Water Authority, Kenansville, FL, 2025.** Senior Mechanical Engineer providing mechanical and plumbing design for HVAC and fire protection systems associated with a new raw water main and treatment facility.

**Fueling Systems Upgrades, Homestead Air Reserve Base, Homestead, FL, 2025.** Senior Mechanical Engineer responsible for HVAC, plumbing, and fire protection systems design supporting fueling system upgrades. Ensured conformance with military mechanical and fire code requirements.

**Golden Gate Water Plant Rehabilitation, Collier County, FL, 2020–2021.** Designer for 3-MGD membrane bioreactor (MBR) improvements and miscellaneous civil and process upgrades. Responsible for HVAC, plumbing, and fire protection system design for process and support buildings. Ensured code compliance and operational reliability for the upgraded facility.

**Operations and Maintenance Building, City of Tallahassee, FL, 2025.** Senior Mechanical Engineer for HVAC, plumbing, and fire protection design for a 10,000-SF municipal facility with multiple bays and training areas. Designed energy-efficient systems with focus on maintainability and operator comfort in mixed-use spaces.

**Eastern Water Reclamation Facility Expansion, Orlando, FL, 2025.** Senior Mechanical Engineer overseeing mechanical design for major wastewater treatment plant expansion. Provided HVAC, fire protection, and plumbing design for process buildings and control spaces. Emphasized maintainability, system redundancy, and integration with existing plant operations.



## Jim Ross, PE

### Geotechnical & Odor Control



#### EDUCATION

- ME, Environmental Engineering, University of South Florida, 2008
- BE, Biology, Florida Atlantic University, 1995

#### REGISTRATIONS/CERTIFICATIONS

- Professional Engineer, Kentucky, No. XXXXXX, XXX

#### PROFESSIONAL AFFILIATIONS

- Water Environment Federation
- Kentucky and Indiana Water Environment Association

Mr. Ross transitioned to Webster Environmental Associates, Inc. in 2012. Mr. Ross has managed numerous collection system and treatment plant odor control projects in the state of Florida and throughout the country. These have included odor studies, odor dispersion modeling, and odor control system design. Mr. Ross is the current project manager for odor control projects for the Tohopekaliga Water Authority in Kissimmee, FL. Mr. Ross is a licensed professional engineer in Florida, Michigan, Kentucky, Indiana, Washington, South Carolina, and Colorado.

#### SPECIALIZED TRAINING

- Odor control systems design
- Odor control studies
- Odor dispersion modeling
- Odor control performance testing

#### Experience

**Multiple Collection System Odor Control Studies and Designs, Kissimmee, FL.** Project Manager. Responsible for multiple odor studies and odor control system designs throughout the collection system for the Tohopekaliga Water Authority (TWA). Odor studies included extensive field testing and laboratory analysis, and odor control alternatives evaluations to determine the most cost-effective option for controlling odors in the problem areas. WEA was also selected to design each of the systems to effectively mitigate the offsite odors. WEA has successfully served as TWA's odor control consultant for over 10 years.

**Sandhill Water Reclamation Facility Odor Control Study and Design, Kissimmee, FL.** Project Manager. Responsible for a plant wide odor study and odor control design. The study was performed to rank all odor sources at the facility and to evaluate the performance of the existing headworks odor control system. The study included testing for hydrogen sulfide, reduced sulfur compound analysis, odor panel analysis, and odor dispersion modeling. WEA was selected to design two new odor control systems for the plant which were constructed in 2019.

**10th Street Pump Station Odor Control Study and Design, Jeffersonville, IN.** Odor Control System Design. Design of an 11,275 cfm biofilter for a 50 MGD pump station located adjacent to the main entrance to the city. The system captures and treats foul air from the screening facility, grit tanks, and wet wells. Conducted services during construction and odor control system performance testing.

**Borough of Conshohocken Wastewater Treatment Plant Odor Control Study and Design, Conshohocken, PA.** Project Manager. Responsible for a plantwide odor study at the Borough of Conshohocken Wastewater Treatment Plant (WWTP) which is owned and operated by Borough of Conshohocken. Based on the study, WEA was selected to design a plantwide odor control system which also included aluminum tank covers and extensive ductwork. The new system captures and treats foul air from the headworks, grit tank, aeration tanks, and solids handling facility.

## **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, safety 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    Herb Lemaster, PE

November 12, 2025

Date





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
09/18/2025

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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C. No. Ext):</b> (866) 283-7122	<b>FAX (A/C. No.):</b> (800) 363-0105
<b>INSURED</b> Tetra Tech, Inc. 424 Lewis Hargett Circle Suite 110 Lexington KY 40503 USA	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
	<b>INSURER A:</b> Safety National Casualty Corp	15105
	<b>INSURER B:</b> Allied World Surplus Lines Insurance Co	24319
	<b>INSURER C:</b> American International Group UK Ltd	AA1120187
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 570115461727**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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X, C, U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL6676804	10/01/2025	10/01/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 6676805	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			62785232	10/01/2025	10/01/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	LDC4068970 AOS PS4068969 WI	10/01/2025	10/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
B	<b>Environmental Contractors and Prof</b>			03120276 Prof/Poll-claims Made Cov SIR applies per policy terms & conditions	10/01/2025	10/01/2026	Each Claim \$5,000,000 Aggregate \$5,000,000

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

Re: Evidence of Insurance.  
Stop Gap Coverage for the following states: OH, ND, WA, WY.

**CERTIFICATE HOLDER****CANCELLATION**

Tetra Tech, Inc. 424 Lewis Hargett Circle, Suite 110 Lexington KY 40503 USA	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  <i>Aon Risk Insurance Services West, Inc.</i>



### **AFFIDAVIT**

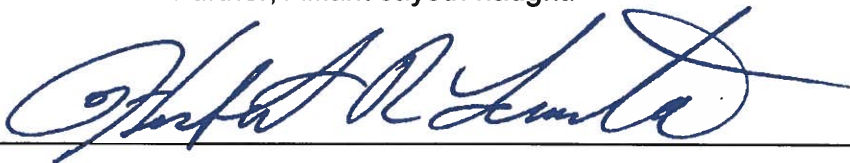
Comes the Affiant, Herb Lemaster, PE, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Herb Lemaster, PE and he/she is the individual submitting the proposal or is the authorized representative of Tetra Tech, 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.



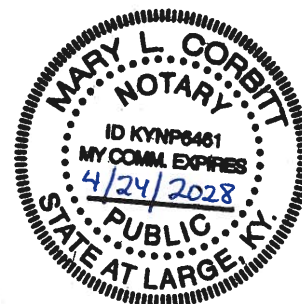
STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by Herb Lemaster, PE, Vice President on this the 12th day  
of November, 2025.

My Commission expires: 4/24/2028

  
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

Tetra Tech, Inc.

\_\_\_\_\_  
Name of Business

# WORKFORCE ANALYSIS FORM

Name of Organization: Tetra Tech, Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black of 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	1846	1028	476	63	46	34	26	1	1	74	53	4	2	18	20	1222	624
Professionals	5623	2509	1562	264	218	173	134	10	6	287	196	14	17	128	105	3385	2238
Superintendents	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Supervisors	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Foremen	219	108	8	53	2	14	0	1	1	22	3	2	0	4	1	204	15
Technicians	1017	528	144	116	32	68	6	7	3	31	13	12	1	43	13	805	212
Protective Service	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Para-Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Office/Clerical	833	88	272	55	107	40	141	1	7	10	45	2	2	14	49	210	623
Skilled Craft	51	29	0	11	0	6	0	0	0	2	0	1	0	2	0	51	0
Service/Maintenance	8448	1660	906	445	190	2389	1940	11	3	31	14	35	16	469	339	5040	3408
Total	18037	5950	3368	1007	595	2724	2247	31	21	457	324	70	38	678	527	10917	7120



Prepared by: **Herbert Lemaster, PE Vice President**

(Name and Title)

Date: 11 / 12 / 2025

Revised 2015-Dec-15

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

<b>Proposer Name:</b>	Tetra Tech, Inc.	<b>Date:</b>	11/12/2025
<b>Project Name:</b>	North Elkhorn Pump Station and Wet Weather Storage	<b>Project Number:</b>	RFP No. 38-2025
<b>Contact Name:</b>	Herbert Lemaster, PE	<b>Telephone:</b>	859.223.8000
<b>Email:</b>	Herb.Lemaster@tetrattech.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.**

Third Rock Consultants  
Magna Engineers

Note: Tetra Tech is a global engineering firm that delivers innovative solutions on over 110,000 projects annually. We are committed to partnering with small businesses and routinely engage minority-owned, veteran-owned, and small businesses as subconsultants on our projects. Rather than providing an exhaustive list, we have included the firms with whom our Kentucky office has most frequently collaborated over the past two years.

**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.**

N/A

**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.

Tetra Tech, Inc.

**Company**  
11/12/2025

**Date**



**Company Representative** Herb Lemaster, PE  
Vice President

**Title**

4870-1925-6809, v. 1



# LEXINGTON

## LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 38-2025

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. Magna Engineers Corporate Drive, Suite 210 Lexington, KY 40503 859.309.2990 mhowlett@magnaengineers.com	DBE/WBE/SBA	Electrical Engineering	TBD	6%
2. Third Rock Consultants 2526 Regency Road Ste 180 Lexington, KY 40503	DBE/WBE	Permitting and Environmental Delineation	TBD	4%
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.

Tetra Tech, Inc.

Company

11/12/2025

Herb Lemaster

Company Representative

Vice President

Date

Title



**LEXINGTON**

**LFUCG MWDBE SUBSTITUTION FORM**

**Bid/RFP/Quote Reference #** 38-2025

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.					
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.

Tetra Tech, Inc.

**Company**

11/12/2025

**Date**

Herb Lemaster

**Company Representative**

Vice President

**Title**



424 Lewis Hargett Circle, Suite 110 | Lexington, KY 40503 | [tetratech.com](https://tetratech.com)

**EXHIBIT D**

**Further Description of Basic Engineering Services**

**and**

**Related Services**

**LFUCG TASK ORDER NO. \_\_\_\_\_**  
**UNDER LFUCG AGREEMENT WITH \_\_\_\_\_ FOR**

---

**CONSULTANT**

**OWNER**

	Lexington Fayette Urban County Government
Street Address	200 East Main Street
City, State, Zip	Lexington, KY 40507
Contact Person	Charles Martin
Telephone	859-425-2400
Fax	859-254-7787
E-Mail	cmartin@lexingtonky.gov

Task Order Date: \_\_\_\_\_

Task Name: \_\_\_\_\_

Task ID: \_\_\_\_\_

**SCOPE OF WORK/DELIVERABLES**

See Attached

**SCHEDULE OF WORK**

See Attached

**FEE**

See Attached

**ADDITIONAL PROVISIONS**

Because this is a Commonwealth Environmental Project, **CONSULTANT** understands and agrees that the performance of these services is related to the Consent Decree entered in a case styled *United States & Commonwealth of Kentucky v. Lexington Fayette Urban County Government*, United States District Court for the Eastern District of Kentucky, Civil Action No. 5:06-cv-386-KSF (the “**CONSENT DECREE**”), a copy of which has been made available for review by the **CONSULTANT**, and which is incorporated herein by reference. The **CONSULTANT** further agrees that the services performed pursuant to this task order are necessary for the **OWNER** to meet the deadlines of the **CONSENT DECREE** and that the following requirements and conditions, which are in addition to those provided in the Engineering Services Agreement, shall apply to all work and services performed by the **CONSULTANT** under this task order:

1. Time is of the essence in the performance of the work and services. **CONSULTANT** is aware that the **OWNER** is subject to penalties for non-compliance with the **CONSENT DECREE** deadlines.

2. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** shall be held liable for any financial penalties incurred by the **OWNER** as a result of the delay, **including but not limited to those assessed pursuant to the CONSENT DECREE**. Section 6.5 of this Engineering Services Agreement (**Disputes**), shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. The **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will attempt to resolve the delay.

3. In the event that **CONSULTANT'S** delay or other nonperformance of its obligations hereunder results in the imposition of penalties against the **OWNER** pursuant to the **CONSENT DECREE**, or the **OWNER** otherwise suffers damage as a result of such delay or nonperformance, **CONSULTANT** shall be solely liable to **OWNER** for any and all such damages, including any costs and attorney's fees.

**ACCEPTED BY:**

**AUTHORIZED BY:**

\_\_\_\_\_  
Consultant's Authorized Signature

\_\_\_\_\_  
Owner's Authorized Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

*Two originals of this work order shall be executed by the Consultant and returned to the Owner \_\_\_\_\_.  
A fully executed copy will be returned to the Consultant.*



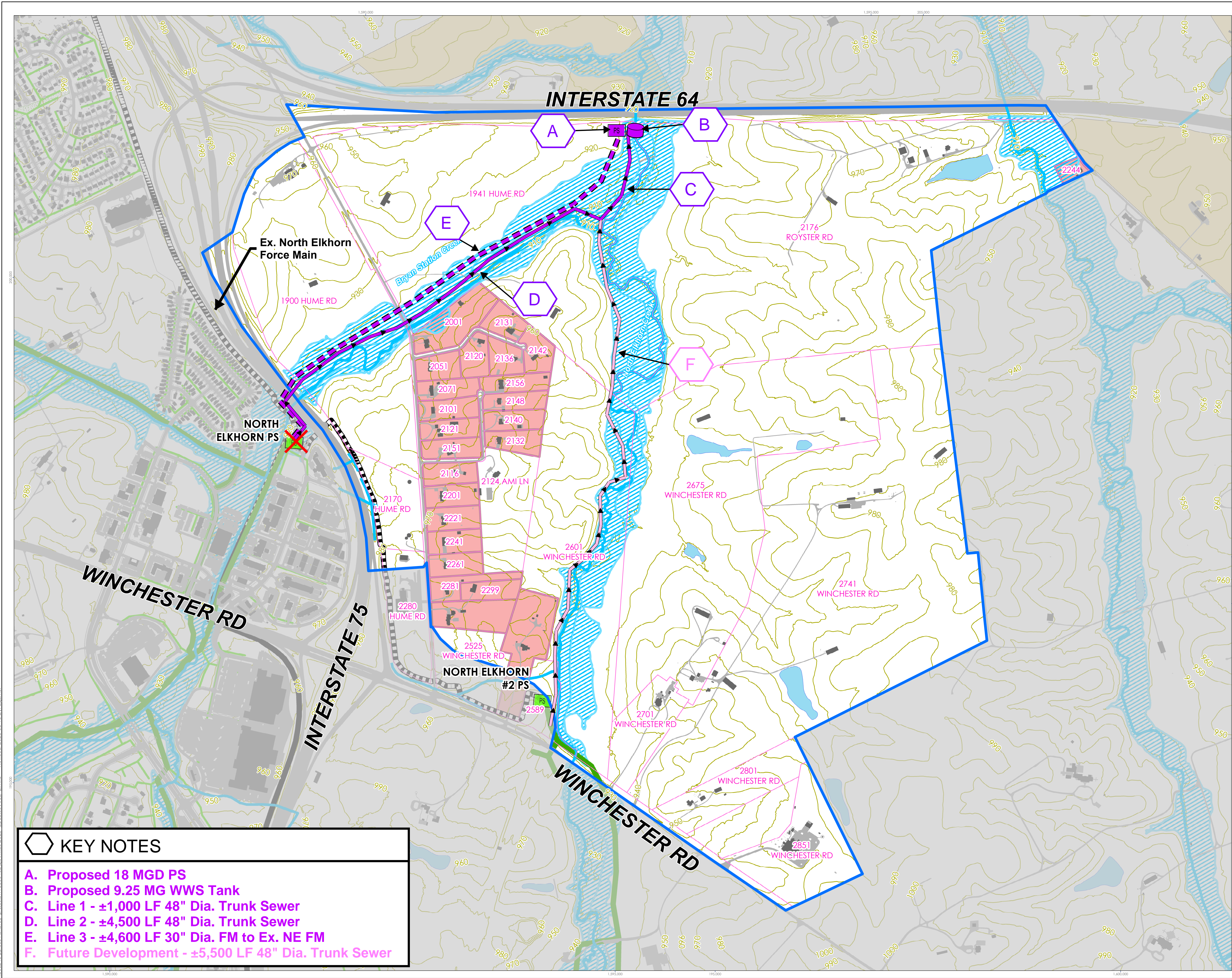
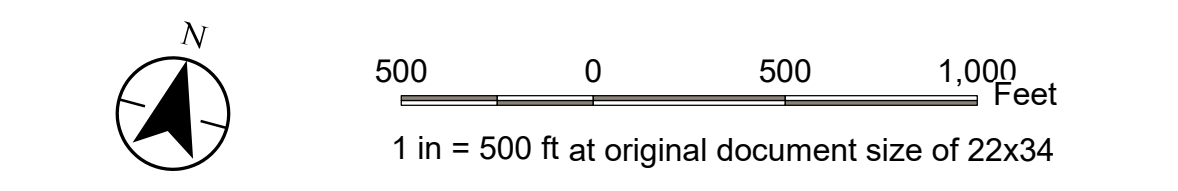


Figure No.  
**NE-1**

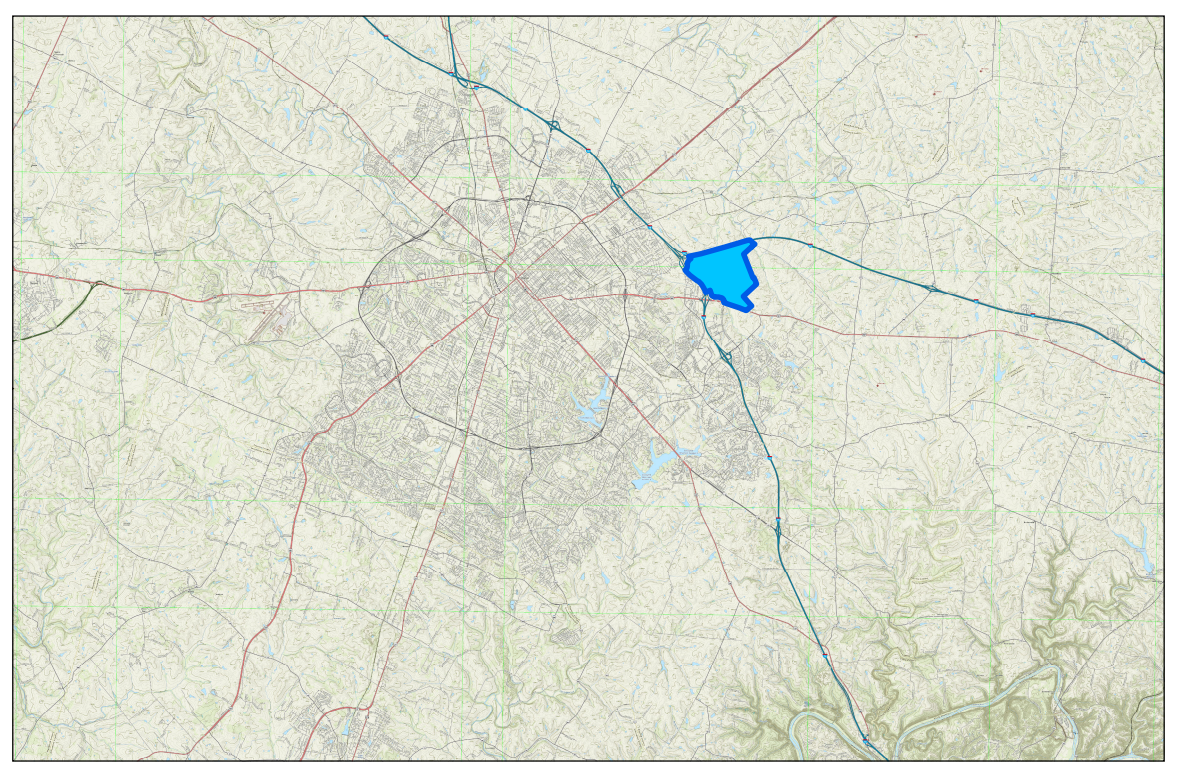
Title  
**LFUCG - North Elkhorn PS & Wet Weather Storage Tank**

Client/Project  
Lexington-Fayette Urban County Government  
Sanitary Sewer Capacity Plan

Project Location  
Lexington, Fayette CO, KY



- Legend**
- Study Area
  - Parcel
  - Trunk Sewer
  - Collector Sewer
  - Force Main
  - Existing PS Ex. PS to be Eliminated
  - 1% Annual Chance Flood Hazard
  - Contour (10')
  - PDR Property
  - Rural Residential Parcels\*
  - Rural Settlements
  - Waterways
  - Waterbodies
  - Parks
- \* Parcels classified as "Rural Residential" are less than or equal to 10 acres in size & are zoned as residential. These parcels are applied WWF based on their acreage but DWF is assumed to be 2 people/acre.





RESOLUTION NO. \_\_\_\_\_ - 2026

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT (AWARDED PURSUANT TO RFP NO. 38-2025) WITH TETRA TECH, INC., FOR SERVICES RELATED TO THE NORTH ELKHORN PS WWS TANK NE-1, REQUIRED BY THE CONSENT DECREE, AT A COST NOT TO EXCEED \$1,495,000.00, CONTINGENT UPON THE APPROVAL OF A PENDING BUDGET AMENDMENT.

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BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Professional Services Agreement (awarded pursuant to RFP No. 38-2025), which is attached hereto and incorporated herein by reference, with Tetra Tech, Inc., for services related to the North Elkhorn PS WWS Tank NE-1, required by the Consent Decree.

Section 2 – That an amount, not to exceed the sum of \$1,495,000.00, be and hereby is approved for payment to Tetra Tech, Inc., from account #14042-4003-303408-3466-92811, pursuant to the terms of the Professional Services Agreement and contingent upon the approval of a pending budget amendment

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL

0040-26:TH:4937-3239-9240, v. 1



# Lexington-Fayette Urban County Government Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0041-26**

**File ID:** 0041-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** General Services

**File Created:** 01/08/2026

**File Name:** Lynn Imaging Plotter Lease

**Final Action:**

**Title:** Authorization to execute a 36-month Agreement with Lynn Imaging to lease the HP DesignJet T2600 plotter for the Commissioner of General Services Administration. At a cost of \$960 for FY26. Funds are budgeted. (L0041-26)(Ford)

**Notes:** rio 1/13/2026. MS

**Sponsors:**

**Enactment Date:**

**Attachments:** MEMO Lynn Imaging Plotter Lease.docx, Lynn Imaging Contract # 12579 HP T2600 Plotter.pdf

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:** Sandra Lopez

**Effective Date:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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### Text of Legislative File 0041-26

#### Title

Authorization to execute a 36-month Agreement with Lynn Imaging to lease the HP DesignJet T2600 plotter for the Commissioner of General Services Administration. At a cost of \$960 for FY26. Funds are budgeted. (L0041-26)(Ford)

#### Summary

Authorization to execute a 36-month Agreement with Lynn Imaging to lease the HP DesignJet T2600 plotter for the Commissioner of General Services Administration. At a cost of \$960 for FY26. Funds are budgeted. (L0041-26)(Ford)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Yes, Completed by Evan Thompson, 12-18-2025

**Risk Management:** No

Fully Budgeted: Yes

Account Number: 1101-707106-0001-71303

This Fiscal Year Impact: \$960.00

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance: \$1,158.00



TO: Mayor Linda Gorton  
Honorable Members, Urban County Council

FROM:   
Chris Ford, Commissioner of General Services

DATE: January 8, 2026

SUBJECT: Lease Agreement with Lynn Imaging  
Large Format Plotter Printer

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**Request:**

Request Council Authorization for the Mayor to execute a 36-month agreement with Lynn Imaging to lease a large format plotter printer (Model HP DesignJet T2600) for General Services' Capital Project Management office. The base charge is \$192.00 per month.

**Purpose of Request:**

The Capital Project Management office leases the large format plotter printer to produce digitized plans, maps and other documents for the various capital projects actively in design phase or under construction.

**Budgetary Implication:**

The cost for current fiscal year: \$960.00  
The cost for future fiscal years: \$2,304.00

**Funding Source:** 1101-707106-0001-71303

**File Number:** 0041-26

**Commissioner:** Chris Ford





### Pay for Output ("PFO") Agreement

Customer no. 454390

Equipment Description HP DesignJet T2600

Contract no. 12579

This PFO Agreement is entered into on January 7, 2026 between Lynn Imaging ("Lynn"), 328 Old Vine St. Lexington, Kentucky 40507 and LFUCG Department of General Services (Customer), 200 East Main St, Lexington, KY 40507 (Address). The Terms and Conditions attached are an integral part of this agreement.

1. The Effective Date of this agreement will be the date of installation of equipment by Lynn. The equipment covered by this agreement is identified by the description in this agreement.
2. The Initial Term of this agreement will be a period of THIRTY-SIX (36) months from the Effective Date. After the Initial Term, this agreement automatically renews on a month-to-month basis until cancelled by either party with thirty (30) days written notice.
3. The equipment, supplies and services covered by this agreement will remain the property of Lynn at all times. The equipment, software, supplies, and services covered in this agreement are:

Equipment

Service

Ink

Other supplies are considered consumables.

Premium 20 lb. bond paper of your choice for the printed square feet (SF)

4. Lynn will charge \$192.00 (the "Base Charge") per month with a 150 square foot ("SF") printing allowance for buckets 1 and 2 as defined below. Square foot totals shown on the meters in excess of 150 SF per month will be charged at the rates listed below for buckets 1 and 2. Higher priced buckets will be charged up to their SF totals before other buckets are included in the allowance. The total SF for other buckets as shown on the monthly meters will be charged at the rates listed below without an allowance.

Buckets:

- |                         |                   |
|-------------------------|-------------------|
| 1. Mono lines           | <u>\$0.16/SF</u>  |
| 2. Color lines          | <u>\$0.18/SF</u>  |
| 3. Low density lines    | <u>\$0.225/SF</u> |
| 4. High density lines   | <u>\$0.39/SF</u>  |
| 5. Premium color prints | <u>\$0.79/SF</u>  |

5. Customer may order a supply of vellum, film, or special media that will be billed separately. Customer can receive quantity discounts on all "other" media used for "PFO" program equipment.
6. The Customer may upgrade equipment as needed. The monthly base charge, monthly SF allowance and SF bucket charges will be recomputed for the replacement upgrade equipment, and a removal and installation fee may be charged.



### Pay for Output ("PFO") Agreement

This Agreement, which includes the Terms and Conditions, is the entire agreement between the parties and may not be modified except in writing and signed by both parties.

Accepted by:

LFUCG Department of General Services

Signature \_\_\_\_\_

Title \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Accepted by:

Lynn Imaging

Signature B. Westerfield

Title Account Executive

Print Name Brendan Westerfield

Date 1-7-26

Install Address:



## Pay for Output ("PFO") Agreement

### Terms and Conditions

1. Customer understands that the machine will prematurely warn that ink is low. The warnings begin at ink levels that will continue to produce quality prints. Please check your ink levels and do not replace ink until the ink level reaches 2% or lower. You can check the status of the ink levels by following the machine instructions. To keep your printing cost low, this contract assumes you agree to not replace inks early. Replacing ink tanks prior to them reaching 2% or lower may result in additional charges.<sup>1</sup>
2. Each month on the day that corresponds to the Effective Date, Customer will provide Lynn a meter reading. Lynn will charge for the printed SF run since the previous meter reading. Lynn will install, with Customer approval, meter reading software to report meter readings automatically. The software will reduce the time Customer employees spend obtaining meter reads and reporting them. Lynn will send an invoice and an overage statement electronically each month. The attached Information Sheet provides Lynn with required contact information for this purpose.
3. When the automatic meter reading software is not available or not functioning for the machine, it is the responsibility of the customer to call Lynn with the current reading. If a reading is not provided within five (5) days following the monthly anniversary of the Effective Date, then Lynn will bill the usage based on the previous month's reading.
4. Supplies, including paper, provided under the terms of this agreement are for use only in the equipment specified in and covered by this agreement. Quantities considered by Lynn to be in excess of normal usage are to be returned to Lynn at Lynn's request during the agreement's term. Quantities existing at the termination of this agreement are to be returned to Lynn. Paper and ink/toner will be ordered using the Lynn online ordering system. The attached Information Sheet provides required contact information for this purpose.
5. Customer agrees to contact Lynn promptly if there is a need for repair or service to the equipment. Service under this agreement will be provided during Lynn's normal business hours, 8:00AM to 5:00PM Eastern Time weekdays. Customer agrees to allow Lynn personnel ready access to this equipment for the purpose of inspection, service, diagnostic reading of printing activity, or removal. Lynn must approve all media and inks used in this equipment. Customer is liable for damages due to unapproved media or inks. Customer agrees not to attempt any repairs on the equipment other than through Lynn's trained technicians. Customer also agrees not to attach any accessory or modify the equipment in any way without receiving Lynn's prior written approval. For the protection of the printheads, machines must remain plugged in to the power source at all times. Customer agrees not to move equipment from the original installation location without notifying Lynn and paying Lynn for the preparation and re-installation of the equipment. Customer is responsible for damage caused by any unauthorized move. Lynn reserves the right to cancel the plan if customer uses media or chemistry that, in Lynn's opinion, is harmful to the equipment, or in Lynn's opinion, the equipment is being abused in any way. Lynn reserves the right to terminate this agreement at any time.
6. Customer agrees to be liable for any damage to the equipment, other than normal wear and tear.

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<sup>1</sup> Per manufacturer settings, machines will warn you that your ink is running low with as high as 24% remaining. You still have plenty [perhaps months] of ink remaining at this level.





### **Pay for Output (“PFO”) Agreement**

7. If this is a Pay for Output (PFO) agreement, customer agrees to provide Lynn with a Certificate of Insurance (COI) upon install and annually thereafter.
8. Lynn Imaging may implement annual price increases of up to 10% to account for routine cost changes.

Additional adjustments may be made if Lynn Imaging incurs increased costs due to economic shifts, legal or regulatory changes, industry trends, or supplier/manufacturer pricing—provided such factors are beyond Lynn’s control and materially impact the cost of delivering goods or services. Any such adjustment will be communicated to the Customer in writing with a general explanation and reasonable supporting documentation. New pricing will take effect no sooner than 30 days after notice. All adjustments will be proportionate to documented cost increases, and will automatically become part of this agreement without further consent.

9. Lynn Imaging is responsible or liable for property damage or personal injury caused by willful conduct or negligence of its employees while on Customer’s property.
10. Customer is a governmental entity that must comply with statutory requirements for annual budgets and appropriations of funds. Notwithstanding any other provision of this Agreement, in the event sufficient monies to provide for the payments required by this Agreement are not appropriated in any upcoming fiscal year during the term of this Agreement, Customer will provide Lynn Imaging with at least sixty (60) days’ notice of such event and this Agreement will terminate.
11. Customer agrees that Lynn has the right to withhold the shipment of supplies or the servicing of the equipment at any time the customer’s account is over forty-five (45) days past due. At the option of Lynn, if any payment under the Agreement is not paid when due or Customer otherwise defaults under the Agreement, the entire amount outstanding will at once become due and payable. This amount outstanding will be calculated by determining the number of months remaining on the Initial Term, as of the date of default, multiplied by Customer’s Base Charge, plus any invoiced amounts past due. Full performance under this agreement requires complete and timely payment until the natural expiration of the Initial Term. Timeliness of payment is of the essence. Lynn may exercise its option to accelerate during any default by Customer regardless of any prior forbearance.
12. Any of the following events will constitute a default by customer: the failure of the Customer to pay any obligations as and when due, the failure of the customer to comply with the terms of this agreement, a good faith determination by Lynn that the prospect for payment is impaired for any reason, or the insolvency or bankruptcy of Customer. Upon default by Customer, Lynn shall have no obligation to mitigate Customer’s damages by renting the equipment to another customer.
13. Should the services of an attorney or collection agency become necessary in connection with enforcing the provisions of this Agreement, the non-prevailing party agrees to pay a reasonable attorney's fee together with all costs and expenses incident to the legal matter or collection of amounts due.
14. If this is a PFO Agreement, the parties intend for this to be a lease rental and not a sale. However, if this Agreement is considered a sale, rather than a lease, Customer grants and pledges to Lynn a continuing security interest in the equipment to secure prompt repayment of any and all obligations and to secure prompt performance by Customer of each of its covenants and duties under this Agreement. Such security



**Pay for Output ("PFO") Agreement**

interest constitutes a valid, first priority security interest in the equipment. Notwithstanding any termination, Lynn's lien on the equipment shall remain in effect so long as any obligations are outstanding.

15. No Warranties: LYNN EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AS TO THE EQUIPMENT INCLUDING ANY WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LYNN SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE POSSESSION, USE, OPERATION, OR CONTROL OF THE EQUIPMENT, OR ANY LOSS, DAMAGE OR INJURY RESULTING THEREFROM.
16. This Agreement will be governed and construed by the laws of the Commonwealth of Kentucky and the federal laws of the United States of America, without regard to conflict of law principles. The Parties agree that any suit, action or proceeding arising out of, or with respect to, this Agreement will be brought exclusively in the state or federal courts located in Fayette County, Kentucky.





# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0042-26**

**File ID:** 0042-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:** RFP #48-2024

**In Control:** Environmental  
Quality

**File Created:** 01/08/2026

**File Name:** Change Order #2 - GRW - RFP #48-2024 (Design  
Services DWQ Headquarters & Operations Facility)

**Final Action:**

**Title:** Authorization to execute Change Order No. 2 to the consultant services agreement with GRW Engineers Inc. for professional design services of the Division of Water Quality Headquarters and Operations Facility Renovation and Refit Project (Contract #48-2024), increasing the contract amount by the sum of \$64,353, from \$443,965 to \$508,318. The increase covers additional construction administration oversight as well as additional design fees relating to conflicts with KYTC US 27 Railroad Bridge replacement. Funds are budgeted. (L0042-26)(Dugas/Albright)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Blue Sheet Memo - CO2.pdf, Change Order 2 Details  
Form.pdf, GRW CO2.pdf, RESO 0042-26 Change  
Order #2 GRW DWQ Headquarters and Operations  
4925-0818-7016 v.1.docx

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:** Mackenzie Holt

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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### Text of Legislative File 0042-26

#### Title

Authorization to execute Change Order No. 2 to the consultant services agreement with GRW Engineers Inc. for professional design services of the Division of Water Quality Headquarters and Operations Facility Renovation and Refit Project (Contract #48-2024), increasing the contract amount by the sum of \$64,353, from \$443,965 to \$508,318. The increase covers additional construction administration oversight as well as additional design fees relating to conflicts with KYTC US 27 Railroad Bridge replacement. Funds are

budgeted. (L0042-26)(Dugas/Albright)

**Summary**

Authorization to execute Change Order No. 2 to the consultant services agreement with GRW Engineers Inc. for professional design services of the Division of Water Quality Headquarters and Operations Facility Renovation and Refit Project (Contract #48-2024), increasing the contract amount by the sum of \$64,353, from \$443,965 to \$508,318. The increase covers additional construction administration oversight as well as additional design fees relating to conflicts with KYTC US 27 Railroad Bridge replacement. Funds are budgeted. (L0042-26)(Dugas/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** Yes, Completed by Dave Barberie, 01/06/2026

**Risk Management:** No

Fully Budgeted [select]: Yes

Account Number:

4003-303401-3401-90511 \$23,336

4052-303401-3401-90511 \$41,017

This Fiscal Year Impact: \$64,353

Annual Impact: N/A

Project: DWQFACILITY

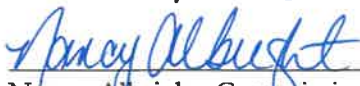
Activity:

Budget Reference:

Current Balance: fully budgeted



**TO:** Mayor Linda Gorton  
Urban County Council

**FROM:**   
Nancy Albright, Commissioner  
Environmental Quality and Public Works

**DATE:** January 8, 2026

**SUBJECT:** Change Order #2 - Consultant Services Agreement for Professional Design Services –  
Division of Water Quality Headquarters and Operations building.

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**Request**

Request Council approval for the Mayor to execute Change Order # 2 to consultant services agreement with GRW for professional design services of the Division of Water Quality Headquarters and Operations building Renovation & Refit Project.

**Why are you requesting?**

This CO covers additional Construction Administration Oversight for the three alternates selected during the bidding process. As well as additional design fees relating to conflicts with the KYTC US 27 Railroad Bridge replacement project requiring alteration of the property lines, parking lot, and other site-related items. Current Contract amount \$443,965, amended contract amount \$508,318. Change Order #2 exceeds 10% requiring approval of the Council. Professional design services for this renovation & refit were competitively advertised under RFP #48-2024.

**Termination Summary:** The term of this contract ends with completion of all closeout documentation at the end of the 1-year post construction warranty period. LFUCG may terminate for failure to perform or at-will with 30 days notice per the terms of the contract.

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

The cost for Fiscal Year 2026 is \$ 64,353

**Are the funds budgeted?**

Yes.

CO#2

\$23,336 4003-303401-3401-90511-DWQFACILITY-BUILD\_ACQU

\$41,017 4052-303401-3401-90511-DWQFACILITY-BUILD\_ACQU

**Law:** Yes, Reviewed by Dave Barberie, 01/06/2026

**Director/Commissioner** Dugas / Albright

**File No:** 0042-26



<b>LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT</b> <b>CONTRACT CHANGE ORDER</b> Page 1 of 2		Date:	January 2, 2026
		Project:	Div. of Water Quality HQ and Oos Facility Renovation
		Location:	134 W. New Circle Rd.
To (Contractor):  GRW Inc. 801 Corporate Dr. Lexington, KY 40503		Contract No.	48-2024 LF00211437
		Original Contract Amt.	\$299,120.00
		Cumulative Amount of Previous Change Orders	\$144,845.00
		Percent Change - Previous Change Orders	48.42%
		Total Contract Amount Prior to this Change Order	\$443,965.00
		Change Order No.	2
You are hereby requested to comply with the following changes from the contract plans and specification;			
<b>Current Change Order</b>			
Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price
1	Additional Design Services due to KYTC US27 Project and Construction Adminstration for Alternates 1-3	\$0.00	\$64,353.00
2		\$0.00	\$0.00
3		\$0.00	\$0.00
4		\$0.00	\$0.00
5		\$0.00	\$0.00
6		\$0.00	\$0.00
7		\$0.00	\$0.00
8		\$0.00	\$0.00
	Total decrease	\$0.00	
	Total increase		\$64,353.00
	Net Amount of this Change Order	\$64,353.00	
	New Contract Amount including this Change Order	\$508,318.00	
	Percent Change - This Change Order		21.51%
	Percent Change - All Change Orders		69.94%
The time provided for the completion in the contract and all provisions of the contract will apply hereto.			
Recommended by: <i>[Signature]</i>		(Project Manager)	Date 1/6/26
Reviewed / Accepted by: N/A (Design Build Contract)		(Consultant)	Date 1/5/26
Accepted by: <i>[Signature]</i>		(Contractor)	Date 1/5/26
Approved by:		(Director)	Date
Approved by: N/A (Less than 5%) <i>Nancy Albright</i>		(Commissioner)	Date N/A 1/6/26
Approved by: N/A (Less than 5%)		(Mayor or CAO)	Date N/A

**JUSTIFICATION FOR CHANGE**

PROJECT: Div. of Water Quality HQ and Ops Facility Renovation

CONTRACT NO. 48-2024 LF00211437

CHANGE ORDER #: 2

1. This CO covers additional Construction Administration Oversight for the three alternates selected during the bidding process. As well as additional design fees relating to conflicts with the KYTC US 27 Railroad Bridge replacement project requiring alteration of the property lines, parking lot, and other site-related items.
  
  
  
  
  
  
  
  
  
  
  2. Is proposed change an alternate bid? \_\_\_ Yes   X   No
  3. Will proposed change alter the physical size of the project? \_\_\_ Yes   X   No  
If "Yes", explain.
  
  
  
  
  
  4. Effect of this change on other prime contractors: N/A
  
  
  
  5. Has consent of surety been obtained? \_\_\_ Yes   X   Not Necessary
  6. Will this change affect expiration or extent of insurance coverage? \_\_\_ Yes   X   No  
If "Yes", will the policies be extended? \_\_\_ Yes \_\_\_ No
  7. Effect on operation and maintenance costs: N/A
  
  
  
  8. Effect on contract completion date: No
- Mayor
- Date

Mayor

---

Date \_\_\_\_\_



## LFUCG DWQ AE Fee

## Proposed CO 2

TASK	Estimated Staff Hours		Subtotal				Total
	Arch. / Eng.		Arch. / Eng.		Phase		Phase
	Licensed A / E	Intern / CAD	Licensed A / E	Intern / CAD	Licensed A / E	Intern / CAD	Total
0.1 Evaluation of existing facility / critical bldg. systems							
SUBTOTAL			196	196	30380	12740	43120
0.2 Verify and finalize programing							
SUBTOTAL			80	80	12400	5200	17600
<b>1-5 below include all disciplines listed in 0.1</b>							
1 Schematic Design							
SUBTOTAL			160	120	24800	7800	32600
SUBTOTAL 0.1, 0.2, 1			436	396			93320
Actual Labor Hours kick off through 12/30/24 SD			338	49			
2 Design Development							
SUBTOTAL			148	268	22940	17420	40360
Actual Labor Hours 1/1/25 through 3/31/25 DD			831	572			
3 Construction Documents							
Independent third party estimate of construction							0
SUBTOTAL			178	388	27590	25220	52810
Actual Labor Hours 4/1/25 through 6/20/25 CD			832	257			
Actual Labor Hours 6/20/25 through 7/30/25 CD			158	169			
Actual Labor Hours Vactor Bldg. Revisions 7/30/25			9	0			
					Total		
SUBTOTAL projected Labor Hours through CD			762	1052	1814		
SUBTOTAL Actual Labor Hours through 7/30/25 CD			2168	1055	3223		
Total Additional Hours through 7/30/25 CO1					1409		
A/E 42% Intern/CAD 58% original proposal			42%	58%			
Redistributed additional hours based on percentage			592	817			
Proposed Additional Fee through 7/30/25 CO1					91726	53119	144845
Additional Labor Hours 7/31/25 - 9/22/25 CO2							
CD Revisions KYTC / ROW relocate vactor bldg					626		
A/E 42% Intern/CAD 58% original proposal			42%	58%			
Redistributed additional hours based on percentage			263	363			
Proposed Additional Fee CO2					40753	23600	\$64,353
4 Bidding							
SUBTOTAL			22	12	3410	780	4190
5 Construction Administration							
Previous Subtotal			388	360	60140	23400	83540
3rd party est CD line item amount moved to CA							24900
SUBTOTAL							108440
Labor Hours	1172	1424					
Hourly Rate	\$155.00	\$65.00					
TOTAL	\$181,660.00	\$92,560.00					\$299,120
Total Original Contract							\$299,120
Previous CO 1							\$144,845
Proposed CO 2							\$64,353
Total revised w CO1 / CO 2							\$508,318

RESOLUTION NO. \_\_\_\_\_ - 2026

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 2 TO THE CONSULTANT SERVICES AGREEMENT WITH GRW, FOR PROFESSIONAL DESIGN SERVICES FOR THE DIVISION OF WATER QUALITY HEADQUARTERS AND OPERATIONS BUILDING PROJECT, INCREASING THE CONTRACT BY THE SUM OF \$64,353.00, FROM \$443,965.00 TO \$508,318.00.

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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 Change Order No. 2, which is attached hereto and incorporated herein by reference, to the Consultant Services Agreement with GRW, for professional design services for the Division of Water Quality Headquarters and Operations Building Project, increasing the contract price by the sum of \$64,353.00, from \$443,965.00 to \$508,318.00.

Section 2 – That an amount, not to exceed the sum of \$64,353.00, be and hereby is approved for payment to GRW, from the following accounts in the following amounts: #4003-303401-3401-90511 (\$23,336.00) and #4052-303401-3401-90511 (\$41,017.00), pursuant to the terms of the Change Order.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0047-26**

**File ID:** 0047-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Public Safety  
Administration

**File Created:** 01/12/2026

**File Name:** First Amendment to Purchase of Service Agreement  
with Lexington Fayette Animal Care and Control, LLC

**Final Action:**

**Title:** Authorization to amend the Addendum attached to the Purchase of Service Agreement with Lexington-Fayette Animal Care and Control, LLC to add the enforcement of certain provisions of the Lexington-Fayette County Code of Ordinances: Section 4-13 prohibiting the sale of dogs and cats by retail pet stores and Section 4-13.1 prohibiting the sale of dogs and cats in public places. No budgetary impact. (L0047-26)(Armstrong)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Blue Sheet - First Amendment to Purchase of Service Agreement with Lexington-Fayette Animal Care and Control, Amendment to LFACC K 2026 4917-5420-7874 v.1, Purchase of Service Agreement 10-13-2025, 0047-26- Amendment to PSA for FCACC 4902-4621-2232 v.1.docx

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:** Sandra Jordan

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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### Text of Legislative File 0047-26

#### Title

Authorization to amend the Addendum attached to the Purchase of Service Agreement with Lexington-Fayette Animal Care and Control, LLC to add the enforcement of certain provisions of the Lexington-Fayette County Code of Ordinances: Section 4-13 prohibiting the sale of dogs and cats by retail pet stores and Section 4-13.1 prohibiting the sale of dogs and cats in public places. No budgetary impact. (L0047-26)(Armstrong)

#### Summary

Authorization to amend the Addendum attached to the Purchase of Service Agreement with Lexington-Fayette Animal Care and Control, LLC to add the enforcement of certain provisions of the Lexington-Fayette County Code of Ordinances: Section 4-13 prohibiting the sale of dogs and cats by retail pet stores and Section 4-13.1 prohibiting the sale of dogs and cats in public places. No budgetary impact. (L0047-26)(Armstrong)

Budgetary Implications: No

Advance Document Review:

**Law:** Yes, Completed by Gabriel Thatcher January 7, 2026

**Risk Management:** No

Fully Budgeted: NA

Account Number:

This Fiscal Year Impact: N/A

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton  
Members, Urban County Council

FROM: Ken Armstrong, Commissioner of Public Safety

DATE: January 12, 2026

SUBJECT: First Amendment to Purchase of Service Agreement with Lexington-Fayette Animal Care and Control, LLC

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Request approval to amend the Addendum attached to the Purchase of Service Agreement with Lexington-Fayette Animal Care and Control, LLC.

Authorization to: Amend the Addendum attached to the Purchase of Service Agreement with Lexington-Fayette Animal Care and Control, LLC to add the enforcement of certain provisions of Lexington-Fayette County Code of Ordinances adding Section 4-13 prohibiting the sale of dogs and cats by retail pet stores and Section 4-13.1 prohibiting the sale of dogs and cats in public places

Why are you requesting?

Department needs this action completed to comply with revised Lexington-Fayette County Code or ordinances Section 4-13 and Section 4-13.1.

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

The cost for this FY is: N/A

The cost for future FY is: N/A

Are the funds budgeted?

The funds are budgeted or a budget amendment is in process: N/A

Account number: 1101-505002-0001-71299

File Number: 0047-26

Director/Commissioner: Ken Armstrong, Commissioner of Public Safety



**FIRST AMENDMENT TO  
PURCHASE OF SERVICE AGREEMENT**

**THIS FIRST AMENDMENT TO PURCHASE OF SERVICE AGREEMENT** (the “Amendment”), dated as of \_\_\_\_\_, 2026, (the “Effective Date”), by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A (the “GOVERNMENT”), located at 200 East Main Street, Lexington, Kentucky 40507, on behalf of its Department of Public Safety (“the SPONSOR”), and **LEXINGTON-FAYETTE ANIMAL CARE AND CONTROL**, a Kentucky limited liability company (the “Organization”), whose address is 1600 Old Frankfort Pike, Lexington, Kentucky 40504, (collectively known as the “Parties”).

**RECITALS**

**WHEREAS**, the Parties entered into a Purchase of Service Agreement beginning July 1, 2025 (the “Agreement”), for SPONSOR to provide certain animal care and control services described therein, effective for a period of 12 months; and

**WHEREAS**, the Parties are now desirous of amending the Addendum attached to the Purchase of Service Agreement for SPONSOR to enforce certain provisions of the Lexington-Fayette Urban County Government Revised Code of Ordinances; and

**WHEREAS**, the Parties hereby agree to amend the above-referenced Agreement in accordance with the terms and conditions of this Amendment.

**STATEMENT OF AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, the Parties agree to modify the Addendum to the Agreement as follows:

1. 3. In compliance with all applicable federal, state and local laws, Organization shall employ and maintain a staff of animal control officers for the pick-up and handling of animals within Fayette County in accordance with Code Sections 4-2 through 4-10.1, 4-11.1 (to the extent facilities and qualified staff are available for enforcement of Section 4-11.1), 4-12.2, 4-12.3, 4-12.4, 4-12.5, 4-13, 4-13.1, 4-14, 4-16 through 4-22 (excluding the provisions in Section 4-21.1 and 4-21.2 related to the implementation of the Spay and Neuter Grant Program, but including the enforcement provisions thereof), and Article III of Chapter 4 as it relates to the mistreatment of horses. Organization will assist, to the best of its ability, with emergency situations involving natural disaster and other large-scale events as outlined in the MOU with Lexington-Fayette Urban County Government (LFUCG). The staff shall include a minimum of ten individuals with animal control authority at all times. Exceptions to the minimum staff requirement are authorized for reasonable periods to accommodate normal employee turnover.

2. Effect. All other provisions of the Agreement, which are attached hereto as “Exhibit A” and incorporated herein as if fully stated, not inconsistent with the provisions of this Amendment shall remain in full force and effect.

[Signature page follows]

**IN WITNESS WHEREOF**, the parties certify that they have been duly authorized to execute, deliver, and perform this Amendment, and have executed the same as of the Effective Date written above.

**LEXINGTON-FAYETTE  
URBAN COUNTY GOVERNMENT**

\_\_\_\_\_  
By: Linda Gorton, Mayor

ATTEST:

\_\_\_\_\_  
Clerk of the Urban County Council

**LEXINGTON-FAYETTE COUNTY  
ANIMAL CARE AND CONTROL, LLC**

**BY: LEXINGTON HUMANE SOCIETY,  
ITS MEMBER**

\_\_\_\_\_  
By: SUMMER JACKSON, PRESIDENT

\_\_\_\_\_  
By: REBECCA SHERMAN, CHAIRPERSON  
BOARD OF DIRECTORS



**EXHIBIT A**

**Copy of Purchase of Service Agreement**

4917-5420-7874, v. 1

### PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, is made and entered into on the 13<sup>th</sup> day of October, 2025, by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A (hereinafter "Government") on behalf of its Department of Public Safety (hereinafter "Sponsor"), and LEXINGTON-FAYETTE ANIMAL CARE AND CONTROL, LLC, a Kentucky limited liability company (hereinafter "Organization"), with offices located at 1600 Old Frankfort Pike, Lexington, Kentucky 40504;

#### W I T N E S S E T H:

That for and in consideration of the mutual promises and covenants herein stated, Government and Organization agree as follows:

1. **EFFECTIVE DATE; TERM.** Government hereby retains Organization for the period beginning on July 1, 2025, and continuing for a period of twelve (12) months from that date. The Agreement is automatically renewable for up to three (3) additional months, unless the Agreement is terminated as provided in Section 11 herein.
2. **PAYMENT.** Government shall pay Organization the sum of Two Million Three Hundred Fifty Thousand Dollars (\$2,350,000.00) for the services required by this Agreement, said services being more particularly described in the Addendum attached hereto and incorporated herein by reference, one-twelfth (1/12) of which shall be payable on or before the fifteenth day of each month, July to June, inclusive. Organization shall perform all duties and services included in the Addendum attached hereto faithfully and satisfactorily at the time, place and for the duration prescribed herein.
  - a. Government shall make payment under this Agreement upon timely submission of a monthly invoice from Organization, accompanied by data satisfactory to Government to document entitlement to payment for the Services. Government shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. If Organization does not timely provide the aforesaid deliverables, or if it is determined by Government that the Services performed or the deliverables provided are inadequate or defective, Government shall have the option to grant an extension, refuse payment, and/or to demand repayment.
  - b. If this Agreement is automatically renewed for an additional three (3) months, then the amount of funds provided in any additional term shall be based upon the amount which is approved by the Urban County Council as part of the Lexington-Fayette Urban County Government's Annual Budget, and those Funds will be payable in the same manner as provided herein.
3. **INSURANCE; INDEMNITY.**
  - a. At all times relevant to the performance of this Agreement, Organization shall maintain insurance coverages in at least the following amounts, which shall be

properly filed and approved by the Kentucky Department of Insurance. Evidence of such coverage shall be made available to LFUCG upon request. General Liability (\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit); Commercial Automobile Liability (combined single, \$1 million per occurrence), only if Organization utilizes automobiles in the performance of this Agreement; (if applicable) Professional Liability (\$1 million per occurrence, \$2 million aggregate); Worker's Compensation (Statutory); and Employer's Liability (\$1 million).

- b. Organization shall indemnify, defend and hold harmless LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, 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 Organization's performance of, or breach of this 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 Organization or its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG.
- c. Organization understands and agrees that its obligation to defend LFUCG includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the LFUCG, which approval shall not be unreasonably withheld.
- d. Organization further understands and agrees that its obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and LFUCG, and damage to, or destruction of, any property, including the property of LFUCG.
- e. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.
- f. Organization understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

4. **VEHICLES.** Government shall lease up to thirteen (13) vehicles to Organization as further consideration for the services required by this Agreement. Said vehicles shall only be used for purposes of animal control, shall be leased to Organization for use during the term and for the purposes authorized by this Agreement and shall be subject to the additional terms of a lease agreement between the parties.
5. **COMPLIANCE.** Organization shall keep itself informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall defend, indemnify, and hold harmless Government, its officers, agents and employees against any claim or liability arising from or based on violation or alleged violation of any such laws, ordinances or regulations. Organization represents that it has filed federal, state and local income tax returns required by law in the legally prescribed time and manner. Upon request, Organization will provide copies of all of the executed originals of the aforementioned tax returns filed for Organization's most recent or current tax year.
6. **REPORTING.** Organization shall, at the end of each month and by no later than the fifteenth (15th) working day of the succeeding month, make available to Sponsor: a report containing, for each of the services enumerated in the Addendum attached hereto, which were provided in the preceding month, a description of the services provided, including the quantity of the services provided, and any monies collected on behalf of the Urban County Government.
7. **RECORDS.** Books of accounts related to this Agreement 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. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to Organization, shall be maintained at the principal place of business of Organization set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of Organization at all reasonable times and, if it desires, it may have the books and papers of Organization audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government. 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 Government to provide assistance with such request.
8. **MONITORING.** Government may designate such persons as may be necessary to monitor and evaluate the services rendered by Organization. Government shall have reasonable access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of the Government.

9. **EQUAL OPPORTUNITY; FAIRNESS ORDINANCE.** Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation or gender identity, or handicap, and shall promote equal opportunity in employment through a positive, continuing program of equal opportunity employment. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with Government's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any document attached to this Agreement and incorporated herein by reference.
10. **SEXUAL HARASSMENT.** Organization shall adopt 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 that provides for a confidential investigation of all complaints. The policy shall be given to all employees and shall be posted at all locations where Organization conducts business. The policy shall be made available to the Commissioner of the Department of Public Safety within thirty (30) days of the execution of this Agreement.
11. **TERMINATION.** Unless either party, not less than ninety (90) days prior to June 30, 2026, gives the other party notice in writing that this Agreement shall not be extended, the Agreement shall automatically be extended for successive periods of three (3) months each upon the expiration of each period, upon the same terms and conditions as are contained herein, unless either party shall, not less than ninety (90) days next preceding the termination of any period, give the other party notice in writing that this Agreement shall not be so extended.
12. **ENTIRE AGREEMENT.** This instrument and the Addendum incorporated herein contain the entire agreement between the parties and no statement, promise or inducement made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed thereon.
13. **AUDIT.** Organization shall comply with the audit requirements of 200 CFR Part 200 Subpart F, if applicable. Government shall have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by Government, it may be performed in conjunction with and as part of an audit of the Lexington Humane Society, or independently, in the discretion of Organization. If an audit is requested, the audit shall be conducted by independent certified public accountants at Organization's expense, who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. For any audit performed, including a 200 CFR Part 200 audit, if applicable, a copy of the audit or clean audit opinion letter from an independent certified public accountant, shall be submitted to Government upon

request.

14. **INVESTMENT.** Organization agrees that it shall apply all funds received by it from Government in accordance with the following investment policy guidelines:

A. Objectives--Capital preservation with surety of income. Reasonable competitive income consistent with high investment quality and purpose of funds. All investments shall conform with state and local law and regulations and these Policies.

B. Investment Funds Management--The governing board may elect to either:

- (1) manage its investment through its president where the size or complexity of funds to be managed is deemed by the board to be within the training, expertise and/or available time capacity of the president and the operating staff;

-or-

- (2) utilize the professional investment management facilities of a local bank trust department acting in a fiduciary capacity within the same approved investment policies and federal, state, local and trust laws and regulations. The trust department may utilize its regular short-term 100% U.S. Treasury Fund for daily funds investment. The election of option 1 or 2 should be made consistent with the relative cost incurred and in the case of option 2 the cost shall be competitive among local trust departments.

C. Investment Policies--Safety and Prudence.

- (1) Short-term liquidity funds shall be invested in "riskless" investments, i.e., deposits in Kentucky commercial banks or savings and loan associations that are fully federally insured or deposits collateralized by U.S. Treasury securities with a current market value of at least 100%, or in direct obligations of U.S. Treasury securities.

Investments shall be diversified according to maturity in order to meet projected cash flow needs.

Collateral pledged to secure uninsured deposits shall be held at a federal reserve bank with the receipt providing absolute control by the agency.

- (2) Retirement funds, endowment funds, long-term capital reserve funds and any other special funds may be held and invested by a local bank trust department under investment objectives and diversification in accordance with the individual nature of the funds and pursuant to

the "prudent man" investment rule as well as general trust law.

- (3) All investments shall be reviewed monthly by a finance or investment committee of the agency.
  - (4) Local brokerage firms may hold and invest funds provided that investments are located within Kentucky and are fully insured.
15. **NOTICE.** Any notice or consent required to be given by or on behalf of either party upon the other shall be in writing and shall be given by hand delivery or U.S. Mail. If mailed, such notice shall be via certified mail, return receipt requested.

**Notice shall be sent to the Government at the following:**

Lexington-Fayette Urban County Government  
Attn: Commissioner of Public Safety  
200 East Main Street  
Lexington, KY 40507

**Notice shall be sent to the Organization at the following:**

Lexington-Fayette Animal Care and Control, LLC  
1600 Old Frankfort Pike  
Lexington, KY 40504

16. **NO ASSIGNMENT.** Organization may not assign any of its rights and duties under this Agreement without the prior written consent of the Government.
17. **NO THIRD-PARTY RIGHTS.** This Agreement does not create a contractual relationship with or right of action in favor of any third party against either Organization or Government.
18. **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.
19. **AMENDMENTS.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that Government may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of the Mayor.
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.

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

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY:   
LINDA GORTON, MAYOR

LEXINGTON-FAYETTE ANIMAL CARE  
AND CONTROL, LLC

BY: LEXINGTON HUMANE SOCIETY,  
ITS MEMBER

BY:   
SUMMER JACKSON, PRESIDENT

BY:   
REBECCA SHERMAN, CHAIRPERSON  
BOARD OF DIRECTORS



## **ADDENDUM**

1. Organization shall operate the Urban County Government's animal care and control program.
2. Pursuant to Lexington-Fayette Urban County Government Code of Ordinances (the "Code") Section 4-22(a), Organization shall provide and maintain an animal shelter as the urban-county animal shelter and designated licensing facility for Government's use. The animal shelter and designated licensing facility shall comply with all applicable federal, state and local laws.
3. In compliance with all applicable federal, state and local laws, Organization shall employ and maintain a staff of animal control officers for the pick-up and handling of animals within Fayette County in accordance with Code Sections 4-2 through 4-10.1, 4-11.1 (to the extent facilities and qualified staff are available for enforcement of Section 4-11.1), 4-12.2, 4-12.3, 4-12.4, 4-12.5, 4-13, 4-13.1, 4-14, 4-16 through 4-22 (excluding the provisions in Section 4-21.1 and 4-21.2 related to the implementation of the Spay and Neuter Grant Program, but including the enforcement provisions thereof), and Article III of Chapter 4 as it relates to the mistreatment of horses. Organization will assist, to the best of its ability, with emergency situations involving natural disaster and other large-scale events as outlined in the MOU with Lexington-Fayette Urban County Government (LFUCG). The staff shall include a minimum of ten individuals with animal control authority at all times. Exceptions to the minimum staff requirement are authorized for reasonable periods to accommodate normal employee turnover.
4. Due to the nature of the duties involved and possibility of conflict between Organization's employees and the general public, Organization shall make every reasonable effort to train and counsel employees so that they are able to conduct themselves in a courteous and professional manner while carrying out their duties.
5. Organization shall employ sufficient personnel to respond to requests for services during regular business hours and after-hours in response to emergency calls. Emergency calls are defined as calls involving injured animals when the location and type of animal involved is provided, police or fire assistance with animals or animal bite cases when police or fire personnel remain on scene with the animal until the Organization responds, and livestock running at-large. Organization shall not be required to respond to citizen requests after 11:00pm on Monday through Saturday and after 6:00pm on Sunday.

6. Organization shall provide for response to emergency calls from the Government's Division of Police and Division of Fire and Emergency Services on a 24-hour daily basis, including weekends and holidays.
7. Organization shall maintain an office at least six hours per day, six days per week, exclusive of legally declared urban county government holidays, for the purpose of returning to owners animals picked up or received by Organization, collecting fees, and issuing licenses.
8. Under normal circumstances and when determined by Organization to be necessary and feasible, Organization shall provide for patrols to seek out and capture animals running at-large within the county. Organization shall establish the routes of said patrols in an effort to provide more frequent coverage of those areas that prove to be problem areas.
9. Organization shall make a reasonable effort to notify the owner of any properly tagged or microchipped animal that it picks up or receives prior to the transfer or euthanasia of the animal.
10. Organization shall, in addition to other duties enumerated herein, assist the public in capturing loose dogs, injured animals and animals that pose a threat to public safety; capture and impound, for the purpose of quarantining, any dog, cat or ferret which has bitten someone. Organization's duty to assist the public in capturing loose animals extends only to assistance serving a public purpose, not on private property. Accordingly, Organization is not required to assist the public in capturing wildlife (as defined by KRS 150.010(41), including animals such as ducks, geese, squirrels, skunks, raccoons or opossums) that is a private nuisance or inconvenience and does not pose a risk to public health or safety.
11. Organization shall collect and remit to the Urban County Government twenty-five dollars (\$25.00) of the pick-up fee for livestock and fowl set forth in Section 4-21 ( c ) of the code and shall maintain records indicating the number of and type of animal picked up, the disposition of said animals, and the amount received therefore.
12. Organization shall collect the redemption fee set forth in Section 4-21 (d) of the code for impounded dogs and cats, twenty-five dollars (\$25.00) of which shall be remitted to the Urban County Government and the balance of which shall be used for the Spay and Neuter Grant Program.
13. Organization shall act as Government's agent for the issuance of animal licenses and may retain six dollars (\$6) of the fee for each altered dog or cat license and ten

dollars (\$10) for each unaltered dog or cat license that it (or its agent) issues pursuant to Section 4-12.3(e) of the Code.

4882-7324-1044, v. 1

### **Discrimination and Harassment**

LFACC is committed to providing a work environment free of all forms of discrimination and harassment based upon race, sex, color, religion, national origin, age, disability, marital status, veteran status or any other legally protected status. As an associate, you have an obligation to refrain from discrimination and harassment. Harassment is verbal or physical conduct that denigrates or shows hostility or aversion towards a person because of sex, color, race, religion, national origin, marital status, veteran status, age or any other protected category. It includes but is not limited to epithets, slurs or negative stereotyping, threatening, hostile or intimidating acts, and written or graphic material that denigrates or shows aversion towards a person.

### **HARASSMENT RELIEF**

Associates who feel they have been subjected to harassment or know of harassment existing in the workplace, must immediately contact Human Resources and report the facts. All complaints of harassment will be promptly and thoroughly investigated. No adverse action will be taken against any associate who makes a good-faith report of harassment, and retaliation of any kind against such an associate will not be tolerated.

With respect to sexual harassment, LFACC prohibits unwelcome sexual advances, requests for sexual favors, and all other verbal or physical conduct of a sexual or otherwise offensive nature, as well as offensive comments, jokes, innuendoes, and other sexually oriented statements. Examples include, but are not limited to:

- Touching, rubbing, or brushing against another's body
- Violating someone's "personal space"
- Whistling or "cat calling"
- Lewd, off-color, sexually oriented comments or jokes
- Foul or obscene language that is lewd or off-color
- Leering, staring, stalking
- Suggestive or sexually explicit posters, calendars, photographs, etc.
- Unwanted or offensive letters or poems
- Offensive e-mail, voice mail or text messages, and/or
- Any other conduct or behavior deemed inappropriate by LFACC

Any associate who wants to report an incident of sexual or other unlawful harassment should promptly report the matter to his or her supervisor. If the supervisor is unavailable, the associate feels uncomfortable or believes it would be inappropriate to contact the person, the associate should contact Human Resources. Associates can raise concerns and make reports without fear of reprisal.

Supervisors and managers at all levels are responsible for ensuring the LFACC work environment is free from sexual and other forms of harassment. If they learn of sexual harassment, whether through an employee complaint, personal observation, or any other source, they have an affirmative obligation to report such information to Human Resources immediately. All efforts will be made to maintain the privacy and confidentiality of any incidents reported and investigated. Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action up to and including termination.

All harassment investigations will be handled in as confidential a manner as possible, consistent with a thorough investigation, and only those persons necessary for the investigation and resolution of the complaint will be given necessary information regarding the case. After concluding the investigation, Human Resources will ordinarily contact the complaining associate to advise him/her with respect to the resolution of the matter. Any affected associate should immediately report any recurrence of harassment or retaliation of any kind to Human Resources.

RESOLUTION NO. \_\_\_\_-2026

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO EXECUTE THE FIRST AMENDMENT TO THE PURCHASE OF SERVICE AGREEMENT WITH THE LEXINGTON-FAYETTE ANIMAL CARE AND CONTROL, LLC., TO ADD ENFORCEMENT OF SECTIONS 4-13 AND 4-13.1 OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT REVISED CODE OF ORDINANCES, RELATING TO THE PROHIBITING OF THE SALE OF CATS AND DOGS IN CERTAIN AREAS, AT NO COST TO THE URBAN COUNTY GOVERNMENT, EFFECTIVE UPON PASSAGE OF COUNCIL.

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BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the First Amendment to the Purchase of Service Agreement with Lexington-Fayette Animal Care and Control, LLC., which is attached hereto and incorporated herein by reference.

Section 2 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL

0047-26:GET: 4902-4621-2232, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0048-26**

**File ID:** 0048-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Social Services

**File Created:** 01/12/2026

**File Name:** Senior Luncheon Hyatt Agreement

**Final Action:**

**Title:** Authorization to execute a catering contract with Hyatt Regency Lexington to provide space, AV equipment, and catering for the annual Senior Intern Alumni Luncheon on Friday, June 5, 2026. Required minimum cost is \$5,000. Total cost not to exceed \$8,000 depending on number of attendees. Funds are budgeted. (L0048-26)(Stambaugh/Allen-Bryant)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Bluesheet Memo - Hyatt Agreement Sr Intern Luncheon, kab signed.pdf, Hyatt CONTRACT-6-5-2026

**Enactment Number:**

**Deed #:**

**Hearing Date:**

**Drafter:** Theresa Maynard/Jennifer Sutton

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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### Text of Legislative File 0048-26

#### Title

Authorization to execute a catering contract with Hyatt Regency Lexington to provide space, AV equipment, and catering for the annual Senior Intern Alumni Luncheon on Friday, June 5, 2026. Required minimum cost is \$5,000. Total cost not to exceed \$8,000 depending on number of attendees. Funds are budgeted. (L0048-26)(Stambaugh/Allen-Bryant)

#### Summary

Authorization to execute a catering contract with Hyatt Regency Lexington to provide space, AV equipment, and catering for the annual Senior Intern Alumni Luncheon on Friday, June 5, 2026. Required minimum cost is \$5,000. Total cost not to exceed \$8,000 depending on number of attendees. Funds are budgeted. (L0048-26)(Stambaugh/Allen-Bryant)

Budgetary Implications [select]: (Yes)/NO

Advance Document Review:

**Law:** { Select (Yes)/No, Completed by [Tiffany Holskey]}

Fully Budgeted [select]: (Yes)/No/Partial

Account Number:	1103-606102-6063-75102	\$790.00
	1101-606102-6063-75102	\$7,210.00

This Fiscal Year Impact: \$8,000

Project:

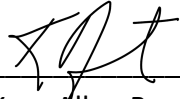
Activity:

Budget Reference:

Current Balance:	1103-606102-6063-75102	\$2,658.16
	1101-606102-6063-75102	\$7,986.51



TO: Mayor Linda Gorton  
Honorable Members, Urban County Council

FROM:   
Kacy Allen Bryant, Commissioner of Social Services

DATE: January 6, 2026

SUBJECT: Catering Contract with Hyatt Regency Lexington  
Senior Intern Alumni Luncheon

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**Request:**

Request Council Authorization for the Mayor to execute a Catering Contract with the Hyatt Regency Lexington for catering services for the annual Senior Intern Alumni Luncheon on Friday, June 5, 2026.

**Purpose:**

This contract will provide for the space, AV equipment, and catering of the annual Alumni Luncheon for the Senior Intern Program.

**Budgetary Implication:**

The required minimum for the contract is \$5,000. Total cost not to exceed \$8,000 depending on the number of attendees.

**Are the funds budgeted?**

Yes. This contract will be paid from the following accounts:

1103-606102-6063-75102	\$790.00
1101-606102-6063-75102	\$7,210.00

**File Number:** 0048-26

**Director/Commissioner:** Kristy Stambaugh / Kacy Allen-Bryant







HYATT REGENCY LEXINGTON  
401 W HIGH STREET  
LEXINGTON, KY 40507- US  
Telephone: (859) 253-1234  
Fax: (859) 254-7430

January 5, 2026

### **CATERING CONTRACT**

GROUP NAME: LFUCG – LEXINGTON SENIOR CENTER  
FUNCTION NAME: SENIOR INTERN ALUMNI LUNCHEON  
CONTACT NAME: AMANDA COBB  
ADDRESS: 200 EAST MAIN STREET  
LEXINGTON, KY 40502  
PHONE NUMBER: (859) 278-6072  
EMAIL ADDRESS: [acobb@lexingtonky.gov](mailto:acobb@lexingtonky.gov)

Day	Date	Function	Function Room	Time	# of guests	Room Rental
FRIDAY	6/5/2026	SENIOR INTERN ALUMNI LUNCHEON	REGENCY BALLROOM	10:30AM – 2:00PM	220	Waived when food and beverage minimum is met

LFUCG- LEXINGTON SENIOR CENTER ("Group") and HYATT REGENCY LEXINGTON ("Hotel") agree as follows:

#### **DEFINITE BOOKING**

Once you sign and return this agreement, your reservation will be confirmed and considered a definite booking. This signed contract is due on 2/27/2026.

#### **MINIMUM REVENUE COMMITMENT**

Based on the approximate number of guests set forth above, a minimum of \$5,000.00 in combined banquet food and beverage will be spent at your function. This minimum does not include guestroom charges, service charges, any applicable taxes, labor charges, audiovisual, or any other miscellaneous charges incurred. Should the minimum revenue not be achieved, the remaining balance will be applied as meeting room rental.

#### **CANCELLATION POLICY**

Either the Hotel or Group may cancel this contract without cause at any time prior to the event by paying to the other party liquidated damages (agreed not to constitute a penalty) based on the following scale:

Less than six (6) months to one (1) month from arrival date (75% of estimate revenue) - \$4,000.00
Less than one (1) month up to arrival date (90% of estimate revenue) - \$4,600.00

Cancellations made under this provision shall be made by the canceling party to the non-canceling party by written notice and payment of the liquidated damages due at that time.

Failure to remit payment when due will result in Group's cancellation of this Agreement and Group shall be liable for the Cancellation Fee as set forth herein.

## **FORCE MAJEURE**

The parties' performance under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, restriction on food, beverage or other supplies or any other emergency of a comparable nature beyond the parties' control, making it impossible, illegal or which materially affects a party's ability to perform its obligations under this Agreement. In order to terminate this agreement under this provision, the terminating party must provide written notice to the other party within five (5) days of the occurrence of any of these events. In the event of termination by the Hotel under this section, the Hotel shall refund all deposits and/or prepayments made by the Group within five (5) days of the notice of termination.

## **GUARANTEE COUNTS**

In arranging for private functions, the final attendance must be received by the Catering Office no later than 11:00 a.m. three (3) working days prior to the commencement of the function. This number will be considered a guarantee, not subject to reduction, and charges will be made accordingly. Please provide the guarantees on the following days\*:

<b>Day of Function:</b>	<b>Guarantee due on the preceding:</b>
Saturday, Sunday, or Monday	Wednesday
Tuesday	Thursday
Wednesday	Friday
Thursday	Monday
Friday	Tuesday

\*National Holidays are not considered working days and should be taken into consideration when submitting guarantees.

The Hotel will be prepared to serve 3% more than the guaranteed number of attendees and cannot be responsible for service to more than 3 % over the guarantee for groups of up to 1,000 persons. For groups more than 1,000 persons, a maximum of 30 person overset will apply. If the guarantee is raised within the 72 hours, the 3% over set will not apply, and the guarantee then becomes the set.

## **TAXES**

All federal and local taxes / charges which may be imposed or be applicable to this agreement and to the service rendered by the Hotel are in addition to the prices herein agreed upon, and the Group agrees to pay them.

Groups that are tax exempt in the State of Kentucky must provide a copy of their Kentucky tax exemption certificate at the time of signing this agreement to qualify.

## **FOOD AND BEVERAGE**

No food and beverage of any kind may be brought into the Hotel by the Group or any of the Group's guests or invitees.

## **PAYMENT**

In some instances, the hotel may approve direct billing. The completed request for direct billing form must be received by the hotel at contract signing to be considered for direct billing. Should billing be approved, the balance of the account is due and payable no later than thirty (30) days after the date of the function.

Hotel will assess and retain a mandatory surcharge of 3% on all charges settled by the group via credit card. This surcharge is not included in the rates, charges and fees listed in the Contract and is assessed to cover the cost of our acceptance of payment by credit card. This surcharge applies to all credit card payments, including those for cancellation and attrition charges. The surcharge is assessed without regard to credit card brand. Payments using debit cards are excluded. Please inform us when using a debit card. The mandatory surcharge will be sent out in our invoice to the group once the final amount of the bill is determined and will be collected at the time payment is made.

**SERVICE CHARGE**

A 25% Service Charge and applicable taxes shall be added to all food and beverage, meeting room rental and audio visual.

**INDEMNIFICATION AND HOLD HARMLESS**

Hotel agrees to defend, indemnify and hold harmless Group from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by Hotel pursuant to the performance of its obligations under this Agreement. Hotel also agrees to defend, indemnify and hold harmless Group from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of Hotel's performance pursuant to this Agreement, except for those actions or liabilities which are due to the misconduct or negligence of the Group.

To the extent permitted by law, Group agrees to defend, indemnify, and hold harmless Hotel from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by Group or any contractors hired or engaged by the Group in connection with performance of Group's obligations under this Agreement. To the extent permitted by law, Group also agrees to defend, indemnify, and hold harmless Hotel from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of the performance of Group's obligations pursuant to this Agreement, except those actions which are due to the misconduct or negligence of Hotel. This shall not be deemed a waiver of sovereign immunity or any third-party defense.

**INSURANCE**

Group and Hotel are required to insure their obligations set forth in the section entitled "Indemnification and Hold Harmless" above, and to provide evidence of such insurance upon request. For any activity introduced onto the premises by an outside contractor hired by Group, Group will be fully responsible for the actions of such outside contractor. Upon request, Group will provide a certificate of insurance covering the actions of such outside contractor, naming the Hotel and Hyatt Corporation as additional insureds with regard to the activities of such outside contractor.

**PERMITS/LICENSES**

In the event that the Group's function requires a permit or license from any governing body, local, state or federal, the Group is solely responsible for obtaining such license or permit at Group's expense.

**EVENT ROOM**

The Hotel reserves the right to assign another room for the Customer's functions in the event the room originally designated for such function shall be unavailable or inappropriate, in the Hotel's sole opinion.

**CHANGES; NOTICE**

Any changes to these terms must be made in writing and signed by both parties to be effective. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties. Any notice hereunder shall be given to the individuals listed on the first page of this Agreement at the addresses set forth herein. Notice must be given through certified or registered mail, return receipt requested, overnight delivery, with a signature signifying receipt, or by facsimile in order to be effective under this agreement and shall be deemed delivered upon receipt.

**DAMAGES**

Neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such party has knowledge of the possibility of such damages.

**PRIVACY OF PERSONAL INFORMATION**

Hotel complies with the Global Privacy Policy for Guests which is available at <http://privacy.hyatt.com> (the "Privacy Policy"). If applicable, Group agrees to inform guests or event attendees at the hotel ("Guests") where they may access the Privacy Policy. Group affirms that it (and its agent of record, if applicable) is authorized to provide, request, and receive information pertaining to Guests as is necessary pursuant to the Guests' hotel stay, event attendance or under this Agreement. Further, Hotel will protect and use personal data about Guests that Hotel receives in connection with its performance of this Agreement and as set forth in the Privacy Policy.

**BINDING AGREEMENT**

This Agreement constitutes the full agreed to terms by both parties. Any changes to these terms must be made in writing and signed by both parties to be effective. All prior agreements, verbal or written, are no longer effective once this Agreement is signed by the parties.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Mayor Linda Gorton

Lexington Fayette Urban County Government

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Lisa Keller

Director of Sales

Hyatt Regency Lexington

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Mary Grace Brewer

Catering Sales Manager

Hyatt Regency Lexington



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0049-26**

**File ID:** 0049-26

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 2

**Contract #:**

**In Control:** Grants and Special  
Programs

**File Created:** 01/12/2026

**File Name:** Request Council authorization to approve and adopt a substantial amendment to the 2019, 2020, and 2023 Annual Action Plans and reallocate funding from several existing Community Development Block Grant projects Arbor Youth sprinkle system installation, a

**Final Action:**

**Title:** Authorization to execute an amendment to the 2019, 2020, and 2023 Annual Action Plans and reallocate funding from several existing Community Development Block Grant projects for the Arbor Youth sprinkle system installation (\$155,464), and Community Block Grant Cares Act funding for the Office of Homelessness Prevention and Intervention for laundry service at the winter shelter (\$7,031.83). Funds will be reallocated within existing CDBG grant budgets; there are no additional costs. (L0049-26)(Reynolds/Lanter)

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 25 -Arbor Youth Bluesheet Memo Con Plan  
Substantial Amendment, IPL0304118-Affidavit (002)

**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:
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### Text of Legislative File 0049-26

#### Title

Authorization to execute an amendment to the 2019, 2020, and 2023 Annual Action Plans and reallocate funding from several existing Community Development Block Grant projects for the Arbor Youth sprinkle system installation (\$155,464), and Community Block Grant Cares Act funding for the Office of Homelessness Prevention and Intervention for laundry service at the winter shelter (\$7,031.83). Funds will be reallocated within existing CDBG

grant budgets; there are no additional costs. (L0049-26)(Reynolds/Lanter)

### Summary

Authorization to execute an amendment to the 2019, 2020, and 2023 Annual Action Plans and reallocate funding from several existing Community Development Block Grant projects for the Arbor Youth sprinkle system installation (\$155,464), and Community Block Grant Cares Act funding for the Office of Homelessness Prevention and Intervention for laundry service at the winter shelter (\$7,031.83). Funds will be reallocated within existing CDBG grant budgets; there are no additional costs. (L0049-26)(Reynolds/Lanter)

Budgetary Implications: Yes

Advance Document Review:

**Law:** N/A

**Risk Management:** N/A

Fully Budgeted: Budget adjustments to follow

Account Number:

This Fiscal Year Impact:

Annual Impact: \$0

Project:

Existing Project/Funds To Be Reallocated	Amount to be Reallocated to New Projects		
HUD Annual Action Plan Year(s)	LFUCG Project ID(s)		
Community Development Block Grant Cares Act Admin	\$3,600.11	2019	CDBG_CV_2020
Community Development Block Grant Cares Act Admin	\$3,431.72	2020	CDBG_CV_2021
<b>Total</b>	<b>\$7,031.83</b>		

New or Expanded Project/Activity	Amount of New Allocation	HUD Annual Action Plan	
Year(s)	LFUCG Project ID(s)		
Office of Homelessness Prevention and Intervention	\$7,031.83	2019,2020	CDBG_CV_2020
CDBG_CV_2021			

Existing Project/Funds To Be Reallocated	Amount to be Reallocated to New Projects		
HUD Annual Action Plan Year(s)	LFUCG Project ID(s)		
Radio Eye \$8,910.47	2023	CDBG_2024	
Application Fees and Deposit Assistance	\$88,763.27	2020	CDBG_2021
Meadows Northland Arlington Public Improvement	\$57,790.26	2023	CDBG_2024
<b>Total</b>	<b>\$155,464</b>		

New or Expanded Project/Activity	Amount of New Allocation	HUD Annual Action Plan	
Year(s)	LFUCG Project ID(s)		
Arbor Youth \$155,464	2020, 2023	CDBG_2021	CDBG_2024

Activity:

Budget Reference:

Current Balance: Budget Adjustment to follow



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

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

**DATE:** JANUARY 12, 2026

**SUBJECT:** Amendment to the 2020 and 2023 Consolidated Plans and the 2019 and 2020 Community Development Block Grant Cares Act – Public Hearing on February 12, 2026, for Arbor Youth sprinkler system installation and Office of Homelessness Prevention and Intervention for laundry service at the winter shelter

**Request:** Council authorization to approve and adopt a substantial amendment to the 2019, 2020, and 2023 Annual Action Plans and reallocate funding from several existing Community Development Block Grant projects Arbor Youth sprinkle system installation, and Community Block Grant Cares Act funding for the Office of Homelessness Prevention and Intervention for laundry service at the winter shelter, resulting in a net zero change in total CDBG funding and expense to LFUCG.

**Purpose of Request:** Several existing projects in the Community Development Block Grant (CDBG) and Cares Act program were completed or are expected to be completed without spending all allocated funds. To ensure these funds are utilized for other eligible activities in the CDBG and CDBG Cares Act programs. Arbor Youth Services has requested funding to install a sprinkler system, which will provide an additional 8 beds for homeless youth. The Office of Homelessness Prevention and Intervention has requested funding to maintain laundry service at levels that promote a sanitary environment and prevent the spread of COVID and other transmissible illnesses in the winter shelter. Funding will be reallocated as follows:

Existing Project/Funds To Be Reallocated	Amount to be Reallocated to New Projects	HUD Annual Action Plan Year(s)	LFUCG Project ID(s)
Community Development Block Grant Cares Act Admin	\$3,600.11	2019	CDBG_CV_2020
Community Development Block Grant Cares Act Admin	\$3,431.72	2020	CDBG_CV_2021
<b>Total</b>	<b>\$7,031.83</b>		
New or Expanded Project/Activity	Amount of New Allocation	HUD Annual Action Plan Year(s)	LFUCG Project ID(s)
Office of Homelessness Prevention and Intervention	\$7,031.83	2019,2020	CDBG_CV_2020 CDBG_CV_2021



<b>Existing Project/Funds To Be Reallocated</b>	<b>Amount to be Reallocated to New Projects</b>	<b>HUD Annual Action Plan Year(s)</b>	<b>LFUCG Project ID(s)</b>
Radio Eye	\$8,910.47	2023	CDBG_2024
Application Fees and Deposit Assistance	\$88,763.27	2020	CDBG_2021
Meadows Northland Arlington Public Improvement	\$57,790.26	2023	CDBG_2024
<b>Total</b>	<b>\$155,464</b>		
<b>New or Expanded Project/Activity</b>	<b>Amount of New Allocation</b>	<b>HUD Annual Action Plan Year(s)</b>	<b>LFUCG Project ID(s)</b>
Arbor Youth	\$155,464	2020, 2023	CDBG_2021 CDBG_2024

In accordance with federal regulations found at 24 CFR Part 91 and the amended Citizen Participation Plan approved by the Urban County Council on May 28, 2020 (Resolution 219-2020), these modifications require a substantial amendment to the Annual Action Plan. Substantial amendments require opportunities for citizen comment. **Therefore, a public hearing will be held in conjunction with the regularly scheduled Urban County Council meeting on Thursday, February 12, 2026, at 6:00 pm.**

**What is the cost in this budget year and future budget years?** Funds will be reallocated within the existing CDBG grant budgets. There are no additional costs.

**Are the funds budgeted?** Budget adjustments will be submitted to reallocate funds within the existing grant budgets as needed.

**File Number:** 0049-26

**Director/Commissioner:** Reynolds/Lanter



## AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
54884	IPL0304118	Legal Ad - IPL0304118		2.0	106.0L

ATTENTION: LFUCG Grant and Special Programs IP

200 East Main Street, 6th Floor

Lexington, KY 40507

jtoney@lexingtonky.gov;sggranvil@lexingtonky.gov;dwillis@lexingtonky.gov

### NOTICE OF PUBLIC HEARING AND REQUEST FOR COMMENTS

The Lexington-Fayette Urban County Government announces that a Public Hearing will be held on Thursday, February 12, 2026, at 6 PM in the Council Chambers on the second floor of the Government Center at 200 East Main Street, Lexington, KY. The Public Hearing will be conducted in conjunction with the regularly scheduled Council Meeting. Public comments will be taken concerning amendments to the 2019, 2020, and 2023 Annual Action Plans for the Community Development Block Grant. It is proposed that additional funds be allocated to and removed from existing projects in the Annual Action Plans as outlined below.

- **Community Development Block Grant Cares Act Administration Funds (2019)** –Reallocate \$3,600.11 of unused funds
- **Community Development Block Grant Cares Act Administration Funds (2020)** – Reallocate \$3,431.72 of unused funds
- **Radio Eye Funds (2023)** – Reallocate \$8910.47 of unused funds.
- **Meadows Northland Arlington Public Improvement (2023)**– Reallocate \$57,790.26 of unused funds
- **Application Fees and Deposit Assistance (2020)** Reallocate \$88,763.27 of unused funds
- **Arbor Youth (2020, 2023)** – Allocate \$155,464.00 for the installation of a sprinkler system, which will provide 8 additional beds for homeless youth.
- **Office of Homelessness Prevention and Intervention (2019,2020)** - Allocate \$7031.83 for the Office of Homelessness Prevention and Intervention. To maintain laundry service at levels that will promote a sanitary environment and prevent the spread of COVID and other transmissible illnesses in the winter shelter.

Additionally, comments will be accepted for 30 days, Saturday, January 10th, 2026, through Tuesday, February 9th, 2026. Please submit comments to Stacey Granville, Grant Manager Sr., Grants and Special Programs, 200 East Main Street, 6th Floor, Lexington, KY 40507, 258-3070 (TDD 425-2563). You may also submit your questions via email: grants@lexingtonky.gov. Information concerning the Consolidated Plan process is available on the LFUCG's web page at <https://www.lexingtonky.gov/consolidated-plan>.

The Lexington-Fayette Urban County Government operates its programs and services without regard to race, color, and national origin under Title VI of the Civil Rights Act of 1964. If information is needed in languages other than English or if you are a person with a disability that would necessitate assistance so that you might participate in the above-listed meeting, please get in touch with Grants and Special Programs at 859-258-3070 at least 7 days in advance of the public hearing so that arrangements may be made.

**LINDA GORTON**  
**MAYOR**

IPL0304118

Jan 9 2026

STATE OF )

KENTUCKY ) AFFIDAVIT

COUNTY OF FAYETTE )

I, the undersigned, makes oath that the advertisement, was published in the Lexington Herald-Leader, a newspaper published in Fayette County, State and County aforesaid, in the issue(s) of

1.0 insertion(s) published on:

01/09/26 Print

[Print Tearsheet Link](#)

[Marketplace Link](#)

Sworn to and subscribed before  
me on



## NOTICE OF PUBLIC HEARING AND REQUEST FOR COMMENTS

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- **Community Development Block Grant Cares Act Administration Funds (2019)** –Reallocate \$3,600.11 of unused funds
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- **Radio Eye Funds (2023)** – Reallocate \$8910.47 of unused funds.
- **Meadows Northland Arlington Public Improvement (2023)**– Reallocate \$57,790.26 of unused funds
- **Application Fees and Deposit Assistance (2020)** Reallocate \$88,763.27 of unused funds
- **Arbor Youth (2020, 2023)** – Allocate \$155,464.00 for the installation of a sprinkler system, which will provide 8 additional beds for homeless youth.
- **Office of Homelessness Prevention and Intervention (2019,2020)** - Allocate \$7031.83 for the Office of Homelessness Prevention and Intervention. To maintain laundry service at levels that will promote a sanitary environment and prevent the spread of COVID and other transmissible illnesses in the winter shelter.

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**LINDA GORTON  
MAYOR**

IPL0304118  
Jan 9 2026