

LEXINGTON-FAYETTE URBAN COUNTY COUNCIL

WORK SESSION AGENDA

May 6, 2008

- I. Public Comment – Issues on Agenda**
- II. Requested Rezoning / Docket Approval – Yes**
- III. Approval of Summary-Yes, April 29, 2008, pp.6-9**
- IV. Budget Amendments – Yes, pp.10-19**
- V. New Business, pp.22-79**
- VI. Continuing Business / Presentations**
 - A. Committee of the Whole (Budget) Update(separate)**
 - B. Wheelchair Champions (Jerry Hancock, Director, Division of Parks and Recreation)**
- VII. Council Report**
- VIII. Mayor's Report – Yes**
- IX. Public Comment – Issues Not on Agenda**

ADMINISTRATIVE SYNOPSIS

New Business Items

- A. Authorization to Rescind Resolution No. 153-2008 with Superior Demolition, Inc. Regarding the Demolition of Structures for the Meadows Acquisition and Relocation Project. (230-08) (P. King/D. Kelly)

This request seeks Council authorization to rescind of Resolution No. 153-2008 which accepted the bid of Superior Demolition, Inc. for \$20,400 for demolition of structures for the Meadows Acquisition and Relocation Project. The contractor is unable to perform the demolitions in accordance with the bid specifications.**pp.22-23**

- B. Authorization to Accept Awards for the FY2009 Transportation Planning Activities, if Offered, on behalf of the Department of Public Works and Development, Division of Planning, for the Unified Work and Mobility Office Programs. (234-08) (P. King/D. Kelly)

This request will authorize the acceptance of awards for funding of the FY2009 Transportation Planning Activities, if offered, for the Division of Planning regarding the Unified Work and Mobility Office Programs. This includes:

Federal Program	Federal Amount	State Match	Local Match	TOTAL
FHWA Planning	\$301,655	(5%) \$18,853	(15%) \$56,560	\$377,068
Federal Transit Administration Section 5303	\$40,000		(10%) \$10,000	\$50,000
Mobility Office (SLX)	\$102,000		(20%) *\$25,000	\$127,500
Air Quality Planning (SLX)	\$54,000		(20%) \$13,500	\$67,500
TOTALS	\$497,655	\$18,853	\$105,560	\$622,068
*Source of matching funds is the documentation of Public Service Announcements				

These combined funding sources support the personnel costs of seven (7) transportation planning positions in the Division of Planning, office supplies, printing, maintenance, equipment and professional development. Acceptance of awards is subject to the availability of funds in FY2009.**pp.24-25**

- C. Authorization to Submit Application to the Kentucky Office of Homeland Security for Project Lifesaver of Fayette County. (194-08) (P. King/Bennett)

This request will authorize the submission of an application to the Kentucky Office of Homeland Security for state funds in the amount of \$30,000 for "Project Lifesaver of Fayette County." This project assists

with the recovery of persons who suffer from a dementia disorder, Alzheimer's, and persons with a mental handicap who may walk away from their caretakers. LFUCG Division of Police has been tasked to coordinate and train other personnel in all Kentucky counties on this project. Funds will be used in less populated counties for the initial training in those counties, to purchase equipment, and to establish a scholarship fund for the purchase of transponders for those who cannot afford to pay \$300 for a transponder and receiving units and a \$8 monthly charge for the upkeep. The funding will pay for additional training and for other supplies and equipment. **p.26**

- D. Authorization of a Service Agreement with Remedy Intelligent Staffing, Inc. on Behalf of the Department of Public Safety, Division of Enhanced 9-1-1. (231-08) (Lucas/Bennett)
This request will authorize a Service Agreement with Remedy Intelligent Staffing, Inc. for \$24,000 to recruit and obtain certified telecommunicator professionals for UCG communication centers. This agreement will be for twelve (12) months beginning July 1, 2008. Funds are budgeted. **pp.27-31**
- E. Authorization to Change to the Street Name and / or Individual Address Number within the 6th Council District for Proper Operation of the Enhanced 9-1-1 System. (235-08) (Lucas/Bennett)
This request will authorize the approval to change the street name of 2550 Liberty Road to 2550 Liberty Ridge Lane within the 6th Council District to ensure the proper operation of the Enhanced 9-1-1 system. There is no budgetary impact. **pp.32-34**
- F. Authorization to Approve Purchase from Rajant Corporation as Sole Source Vendor on behalf of the Department of Public Safety, Division of Fire and Emergency Services. (233-08) (P. King/Bennett)
This request will authorize the approval to purchase a Rajant InstaMESH Breadcrumb deployable 2.4GHZ Wi-Fi wireless system from Rajant Corporation, as a sole source vendor, at a cost of \$23,393 of federal funds from the Kentucky Office of Homeland Security on behalf of the Division of Fire and Emergency Services. Acceptance of funds was approved by Ordinance No. 80-2008 dated April 24, 2008. This system is compatible with other emergency responders, the Kentucky Office of Emergency Management and The Center for Rural Development. Funds are budgeted. **p.35**
- G. Authorization of a Catering Contract with Hyatt Regency Lexington on Behalf of the Department of Social Services for the Senior Intern Alumni Luncheon. (236-08) (Helm)
This request will authorize a catering contract with Hyatt Regency Lexington for \$3,500 for the Senior Intern Alumni Luncheon to be held June 20, 2008. Funds are budgeted. **pp.36-40**

- H. Authorization of an Agreement with Medical Staffing Network on behalf of the Department of Social Services, Division of Family Services Health Clinic. (237-08) (Hendrix/Helm)
This request will authorize an agreement with Medical Staffing Network to provide two (2) temporary Licensed Practical Nurses (LPNs) in the Division of Family Services Health Clinic for ten (10) weeks at a cost of \$30,000. The temporary LPNs will fill vacancies of two (2) employees on extended sick leave. Funds are budgeted.**p.41**
- I. Authorization of Change Order No. 1 to Contract with Pipe Eyes, LLC, for the Annual Preventative Maintenance Sewer Cleaning Program. (238-08) (Martin/Taylor)
This request will authorize Change Order No. 1 to contract with Pipe Eyes, LLC, which increases contract amount by \$49,487 for the Annual Preventative Maintenance Sewer Cleaning Program. The contract required cleaning and televising specific line segments of the sewer system, and included root cutting, protruding tap removal, heavy cleaning and reverse set-ups. Some lines required more cleaning and reverse set-ups than originally anticipated. The original contract amount was \$494,439.80. New contract total is \$543,926.80. Funds are budgeted.**pp.42-45**
- J. Authorization to Accept CDP Engineers, Inc. for the Development of a Landscape Plan for the Harrodsburg Road Corridor. (239-08) (Stevens/Langston)
This request will authorize the acceptance of CDP Engineers, Inc. for the development of a landscape plan for the Harrodsburg Road Corridor at a cost not to exceed \$24,000. CDP was selected by the Corridors Committee and the Request for Proposal reviewers. Funds are budgeted.**p.46**
- K. Authorization of a Monitoring and Alarm Services Agreement with Koorsen Fire & Security, Inc. on Behalf of the Loudon House in Castlewood Park. (221-08) (Hancock/Cole)
This request will authorize a Monitoring and Alarm Services Agreement with Koorsen Fire & Security, Inc., at \$30 per month for one (1) year. The agreement funds the monitoring of the alarm systems at Loudon House in Castlewood Park. Funds are budgeted.**pp.47-49**
- L. Authorization of a Contract with Republic Parking System for the Management of LFUCG Parking Garages. (240-08) (Loney/Cole)
This request will authorize a contract with Republic Parking System for the management of the Phoenix Garage at a proposed budget of \$55,850, the Annex and Courthouse at a proposed budget of \$320,970, the Victorian Square and Transit Center at a proposed budget of \$480,690. Costs are proposed in the FY2009 budget and do not include utilities. The initial term of the contract is three (3) years with two (2) 1-year renewal options,

annual contract costs are management fees of \$30,000 plus all approved ordinary direct operating expenses; and an incentive management fee of 7.25% associated with new revenue growth over a mutually agreed upon baseline. The contract will become effective July 1, 2008. **pp.50-51**

M. Authorization of a Contract with Pohl Rosa Pohl Architects for Professional Services Regarding the Raven Run Nature Sanctuary Center. (241-08) (Hancock/Cole)

This request will authorize a contract with Pohl Rosa Pohl Architects for professional services to assist the Division of Parks and Recreation in the bidding and overseeing of the construction of a new nature center at Raven Run Nature Sanctuary at a cost of \$22,584 with additional services based on hourly rates at \$120 per hour for Principals and \$95 per hour for Associates, and \$50 per hour for staff as needed. Construction is planned for the summer of 2008 and should last 18 months. Funds are budgeted. **pp.52-79**

URBAN COUNTY COUNCIL
WORK SESSION SUMMARY
& TABLE OF MOTIONS

April 29, 2008

Mayor Newberry chaired the meeting, calling it to order at 3:00 pm. All Council Members were present.

- I. Public Comment – Issues on Agenda-None
- II. Requested Rezoning / Docket Approval-None
- III. Approval of Summary – Yes

A motion by CM DeCamp to approve the summary of 4/22/08, seconded by CM Beard, passed without dissent.

- IV. Budget Amendments-None
- V. New Business

- A. *Authorization of Vision Solution as the Sole Source Vendor for the Purchase of iTerra High Availability Software, Installation, Training and Maintenance on behalf of the Division of Enhanced 9-1-1. (192-08) (Lucas/Bennett)
(L15 - Project began prior to MP Recommendation)
- B. Authorization to Accept a Donation from Price Maples, The Starving Artist Outlet on behalf of the Department of Public Safety, Division of Police. (222-08) (Bastin/Bennett)
- C. Authorization to Purchase a Temporary Construction Easement for the Meadows-Northland-Arlington Phase 3B Improvements Project. (223-08) (P. King/D. Kelly)
- D. Authorization to Accept Award from the Kentucky Transportation Cabinet (KYTC) for Construction of the Maine Chance Trail – FY2008. (226-08) P. King/D. Kelly)

- E. *Authorization to Submit Application to the Kentucky Division of Water, and Accept Award if Offered, for the South Elkhorn Force Main Project. (225-08) (P. King/Taylor)
(EPA Consent Decree)
- F. Authorization of Change Order No. 1 to Contract with Arnold, Dugan and Meyers Regarding the West Hickman Wastewater Treatment Plant Screw Pump Replacement – Phase 2. (227-08) (Martin/Taylor)
- G. *Authorization of Change Order No. 1 to Contract with Hall Contracting of Kentucky, Inc. Regarding Additions to the Town Branch and West Hickman Wastewater Treatment Plants – Electrical Service Switchgear Modifications. (228-08) (Martin/Taylor)
(EPA Consent Decree)
- H. Authorization of an Acceptance of a Deed for Property at 305 Dantzler Court for the Elizabeth Street Drainage Project. (229-08) (Martin/Taylor)

* MP Recommendation, prior to MP Recommendation or EPA Consent Decree

A motion by CM Beard to approve new business items A-H seconded by CM Ellinger passed without dissent.

VI. Continuing Business / Presentations

A. Corridors Committee Update

This update was given by Chair CM Dr. Stevens. There were no motions to come forward from this meeting.

B. Intergovernmental Committee Update

This update was given by Chair CM James. There was 1 motion to come forward.

A motion by CM James to adopt the recommendations for elimination/consolidation submitted by administration and brings forward to the full Council for review and consideration, seconded by CM Lane, passed without dissent.

C. Fair Housing Month Proclamation and Awards Presentation

This presentation was done by William Wharton, Executive Director, LFUC Human Rights Commission. Human Rights Commission Chair, Rabbi Mark Kline, along with Mayor Newberry, presented award to Lexington Bluegrass Realty President, Judy Craft and individual award recipient, Lillian Gentry.

Mayor Newberry made the proclamation claiming April as Fair Housing month.

VII. Council Report

CM Henson-Gave follow-up on Wolf Run Creek cleanup and thanked friends of Wolf Run Creek.

CM Gorton-Reminded everyone of the Noise Ordinance public hearing on 4/30 at 6 pm; made mention of the passing of Ken Spears, the Mayor of Glenover Rd

CM Stinnett-Asked Comm. Kelly for an update on the \$\$\$\$ for road resurfacing.

CM McChord-Reminded everyone of the 9th District meeting tonight; asked the question-What are we doing for trends? He challenged the administration and Council on this issue.

A motion by CM McChord to approve the NDF list for 4/29/08, seconded by CM Myers, passed without dissent.

CM Blevins-Echoed CM Henson's remarks about Friends of Wolf Run Creek; thanked the Mayor and CMs Gorton and Ellinger for attending the Pasadena NA meeting last night; stated that it has come to his attention that Code Enforcements abatement fund has been exceeded again this year.

CM Crosbie-Announced 3 neighborhood meetings: on 4/30, Fairways at Eagle Creek Library at 7 pm; on 5/1 Walnut Creek and Andover Hills both at 7 pm at Crossroad Christian.

CM Stevens-Announced 5th District meeting at Henry Clay HS on 5/14 at 7 pm.

CM Myers-A motion by CM Myers to approve the installation of a multi-way stop at the intersection of Carriage Lane and Mt. McKinley Way, seconded by CM Gorton passed without dissent.

CM Blevins asked if other measures were considered.

CM Blues-Announced the 2nd meeting of the Green Acres Stormwater Project to be held tonight at 6:30 pm at the MLK Park Shelter.

VIII. Mayor's Report-None

IX. Public Comment-Issues not on the agenda-None

A motion by CM Beard to adjourn, seconded by CM Myers, passed without dissent.

Work Session was adjourned 3:35 pm.

BUDGET AMENDMENT REQUEST LIST

JOURNAL	21810-11	DIVISION	Finance/ Library	Fund Name	General Fund
				Fund Impact	140,260.00
					140,260.00CR
					.00

To adjust Public Library budgeted transfer based on the final certified assessments, an increase of \$237,820, and the final 2006 tax settlement, a decrease of \$97,560, for a net increase of \$140,260.

JOURNAL	21813	DIVISION	Community Corrections	Fund Name	General Fund
				Fund Impact	19,000.00
					19,000.00CR
					.00

To provide funding for projected overtime budget shortfall by decreasing funds for Equipment Less than \$5000.

JOURNAL	21817	DIVISION	Community Development/ Government Communications	Fund Name	General Fund
				Fund Impact	7,666.87
					7,666.87CR
					.00

To budget funds for Part-Time Salaries by recognizing a personnel recovery for staff in the Division of Communications charged to the Traffic Control Project.

JOURNAL	21890	DIVISION	Fire and Emergency Services	Fund Name	General Fund
				Fund Impact	29,500.00
					29,500.00CR
					.00

To provide funds for 25 sets of personal protective clothing in the Public Safety Specialized Equipment Capital account by decreasing funds for Clothing/Equipment in Fire Safety & Health.

JOURNAL	21814	DIVISION	Senior Citizens Center	Fund Name	Donation Fund
				Fund Impact	466.00
					466.00CR
					.00

To provide funds for landscaping for the Senior Citizens Center by reducing funds for operating supplies.

JOURNAL	22031	DIVISION	Landfill	Fund Name	Landfill Fund
				Fund Impact	720.00
					720.00CR
					.00

To decrease funds for General Utilities and increase funds for Telecommunications for telephone bill.

JOURNAL	21820	DIVISION	Community Development	Fund Name	US Dept of Transp.
				Fund Impact	19,881.67
					19,881.67CR
					.00

To amend Traffic Signal Installation (2006) Project to decrease budgeted funds for overtime to provide funds for capital expenditures to rebuild Maxwell/Woodland and High/Woodland Traffic Signals.

JOURNAL	21880	DIVISION	Community Development	Fund Name	US Dept of Transp.
				Fund Impact	36,250.00
					36,250.00CR
					.00

To amend grant budget for Wellington Trail to provide accounting for land (decreasing \$36,250 from trail construction and increasing \$36,250 for value of land.)

JOURNAL	22034	DIVISION	Community Development	Fund Name	Grants – Other
				Fund Impact	3,631.51
					3,631.51CR
					.00

To provide funds for operating supplies for the New Leaf Project by decreasing funds for equipment and computers.

BUDGET AMENDMENT REQUEST SUMMARY

Fund	1101	General Services District – General Fund	.00
Fund	1103	Donation Fund	.00
Fund	4121	Landfill Fund	.00
Fund	3160	US Department of Transportation	.00
Fund	3300	Grants – Other	.00

Mayor Jim Newberry

LINCOLN-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journal Number 21810-11 **Budget Amendment Date** 4/22/08
Requesting Division Finance/Library
Fund Name General Fund
Fund Number 1101
Contact for Additional Information Scott Brown

Description

This Budget Amendment adjusts the contribution for the Public Library based on the final certified assessments from the PVA, an increase of \$237,820, and the final 2006 tax settlement, a decrease of \$97,560. The net effect of these two changes is an increase of \$140,260.



Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journal Number 21813 **Budget Amendment Date** 4/17/08
Requesting Division COMMUNITY CORRECTIONS
Fund Name General Services
Fund Number 1101
Contact for Additional Information Ron Bishop 425-2711
Description

To provide additional funding for the projected shortfall in the Overtime budget for the facility. The facility has averaged \$32,585.23 in overtime for the past eight pay periods. There are 5 pay periods left in the budget year. At present time there is approximately \$30,000 left in FY08 Overtime budget.



Mayor Jim Newberry

LIVINGSTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journal Number 21817 **Budget Amendment Date** 4/17/2008
Requesting Division Community Development
Fund Name General Fund
Fund Number 1101
Contact for Additional Information Irene Gooding--3079

Description

This Budget Amendment establishes funds for personnel recovery in the amount of \$7,666.87 for Division of Communications staff person whose costs are supported by TRAFFIC CONTROL grant (Fund 3160) and increases funds for Part-Time salaries.



Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journal Number 21890 **Budget Amendment Date** 4/22/08
Requesting Division Fire & Emergency Service
Fund Name General Fund
Fund Number 1101
Contact for Additional Information Battalion Chief Frank Greene

Description

To create a Public Safety Specialized Equipment account by decreasing Clothing/Equipment in Fire Safety & Health for the purpose of providing funds to purchase 25 sets of personal protective clothing. Bond fund 2517 budgeted \$109,000 this fiscal year for personal protective clothing, which we have purchased 62 sets of gear with to date. This account is being set up due to the fact that we can not amend the bond fund.



Mayor Jim Newberry

L E X I N G T O N F A Y E T T E U R B A N C O U N T Y G O V E R N M E N T

Budget Journal Number 21814 **Budget Amendment Date** 4/17/2008

Requesting Division Aging Services – Senior Citizens Center

Fund Name Donation Fund

Fund Number 1103

Contact for Additional Information Sandra Fuller, Sean Wright

Description

To provide funds to account #90310 for the landscaping of the front of the Center, by decreasing the funds in operating supplies account #75100. This will enhance the beautification of the Senior Center.



Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journal Number 21820 **Budget Amendment Date** 4/16/2008
Requesting Division Community Development
Fund Name US Department of Transportation
Fund Number 3160
Contact for Additional Information Irene Gooding

Description

To decrease funds for overtime in the amount of \$19,872.78 and increase the amount for Traffic Control and Markings in the amount of \$19,872.78 to provide for rebuilding of traffic signals at Maxwell/Woodland and High/Woodland.



Mayor Jim Newberry

FAYETTE URBAN COUNTY GOVERNMENT

Budget Journal Number 21880 **Budget Amendment Date** 4/15/2008

Requesting Division Community Development

Fund Name US Department of Transportation

Fund Number 3160

Contact for Additional Information Irene Gooding--3079

Description

This Budget Amendment moves funds in the amount of \$36,250 from Land Improvements to Land for the purpose of recognizing the value of land which is documented as grant match for Wellington Trail.



Mayor Jim Newberry

LIVINGSTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journal Number 22034 **Budget Amendment Date** 4/10/2008
Requesting Division Community Development
Fund Name Grants - Other
Fund Number 3300
Contact for Additional Information Irene Gooding--3079

Description

To move \$1046.68 from Equipment < \$5,000 and \$2,584.83 from Computers to Operating Supplies (\$3631.51) for New Leaf Project. Project has expended all funds necessary for equipment and computers and will spend all remaining funds for operation supplies.

NEW BUSINESS ITEMS REQUIRING BUDGET AMENDMENTS

May 6, 2008 Work Session

If the item listed below is on the Agenda, approval of the listed Item includes approval of the attached Budget Amendment. These Budget Amendments are not voted upon as part of section IV on the Agenda and are for information only.

NEW BUSINESS ITEM	BUDGET JOURNAL	DIVISION	DESCRIPTION OF REQUEST
234-08	To Be Determined	Community Development	To establish FY 2009 grant budgets for FHWA Planning, Federal Transit Administration Section 5303, Mobility Office (SLX), and Air Quality Planning (SLX) for the Division of Planning.
B			3160 622,068 3160 622,068CR

EFFECT ON FUND BALANCES

FUND 3160 0* NO EFFECT ON: US DEPARTMENT OF TRANSPORTATION

Budget Information For New Business Items
May 6, 2008 Work Session

Item	Number	Amount	Fund	Name / Description
A	230-08	(20,400)	3120	US Department of Housing and Urban Development
B	234-08	622,068	3160	US Department of Transportation – FY 2009
C	194-08	NA		
D	231-08	24,000	4204	Enhanced 911 Fund
E	235-08	NA		
F	233-08	23,393	3200	US Department of Homeland Security
G	236-08	3,500	1103	Donation Fund
H	237-08	30,000	1102	Family Care Center
I	238-08	49,487	4003	Sanitary Sewer Construction Fund
J	239-08	24,000	1101	General Services District Fund
K	221-08	360	1101	General Services District Fund
L	240-08	55,850 320,970 480,690	1101 4022 4161	General Services District Fund – FY 2009 PFC – General Fund – FY 2009 Public Parking Corporation Fund – FY 2009
M	241-08	22,584	2515	2006 Bond Projects Fund



230-08

Mayor Jim Newberry
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Community Development

TO: MAYOR JIM NEWBERRY

FROM: PAULA KING, DIRECTOR
DIVISION OF COMMUNITY DEVELOPMENT

DATE: APRIL 23, 2008

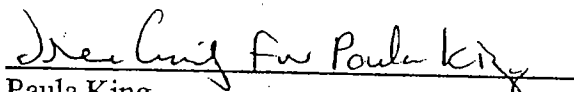
SUBJECT: REQUEST COUNCIL AUTHORIZATION TO RESCIND RESOLUTION 153-2008 AND THE ACCEPTANCE OF THE BID OF SUPERIOR DEMOLITION, INC., IN THE AMOUNT OF \$20,400.00 FOR DEMOLITION OF STRUCTURES FOR THE MEADOWS ACQUISITION AND RELOCATION PROJECT

On April 10, 2008, Council approved the acceptance of the bid of Superior Demolition, Inc., in the amount of \$20,400.00, for demolition of residential structures for the Meadows Acquisition and Relocation Project. However, the Division of Community Development has been informed that the contractor is unable to perform the demolitions in accordance with the bid specifications. Therefore, we will recommend the next lowest bidder.

The budget is as follows:

3120-303202-3211-90110-2008-CDBG-C01

Council authorization to rescind the bid is requested.


Paula King
Director

Cc: Don Kelly, Commissioner of Public Works

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RESOLUTION NO. 153 -2008

A RESOLUTION ACCEPTING THE BID OF SUPERIOR DEMOLITION, INC., IN THE AMOUNT OF \$20,400.00, FOR DEMOLITION OF RESIDENTIAL STRUCTURES FOR THE DIVISION OF COMMUNITY DEVELOPMENT.

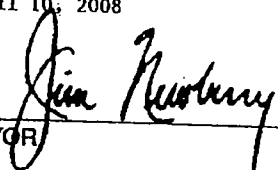
BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the bid of Superior Demolition, Inc., in the amount of \$20,400.00, for demolition of residential structures for the Division of Community Development, be and hereby is accepted and approved as to the specifications and amounts set forth in the terms of the bid, which is attached hereto and incorporated herein by reference.

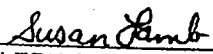
Section 2 - That an amount, not to exceed the sum of \$20,400.00, be and hereby is approved for payment to Superior Demolition, Inc., from account #3120-303202-90110, pursuant to the terms of the bid.

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

PASSED URBAN COUNTY COUNCIL: April 10, 2008


MAYOR

ATTEST:


CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: April 16, 2008-1t



234-08

Mayor Jim Newberry
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Community Development

TO: JIM NEWBERRY, MAYOR
URBAN COUNTY COUNCIL

FROM: PAULA KING, DIRECTOR
DIVISION OF COMMUNITY DEVELOPMENT

DATE: APRIL 28, 2008

SUBJECT: AUTHORIZATION TO ACCEPT AWARDS, IF OFFERED, FOR FY 2009
TRANSPORTATION PLANNING ACTIVITIES

The Transportation Planning Section of the Division of Planning has prepared a work program for Fiscal Year 2009 that includes funding from the following federal programs that finance the Unified Work Program.

<u>Federal Program</u>	<u>Federal Amount</u>	<u>State Match</u>	<u>Local Match</u>	<u>Total</u>
FHWA Planning	301,655	18,853 (5%)	56,560 (15%)	377,068
Federal Transit Administration Section 5303	40,000		10,000 (20%)	50,000
Mobility Office (SLX)	102,000		25,500* (20%)	127,500
Air Quality Planning (SLX)	54,000		13,500 (20%)	67,500
TOTALS	497,655	18,853	105,560	622,068

*source of matching funds is the documentation of Public Service Announcements

Among the activities covered by the Unified Work Program are congestion management, planning and updating the long-range transportation plan, air quality planning, traffic impact analysis, and updating the transit development plan. The Mobility Office program maintains responsibility for the promotion of car/van pooling and other activities that are designed to conserve energy, relieve highway congestion, reduce parking demand, and improve air quality.

These combined funding sources support the personnel costs of seven transportation planning positions in the Division of Planning. Operating costs such as office supplies, printing, maintenance, equipment and professional development are also included. The Kentucky Transportation Cabinet provides a 5% match on the FHWA Planning grant, for which the LFUCG provides a match of 15%. All other programs require a match of 20%.

HORSE CAPITAL OF THE WORLD

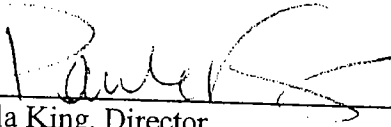
200 East Main Street 6th Fl Lexington, KY 40507 (859)258-3070 (859)258-3081 fax www.lfucg.com



Mayor, Council, CAO
April 28, 2008
Bluesheet Memo/2009 Transportation Planning Activities

234-08

Council authorization to accept the awards, if offered, is hereby requested, subject to the availability of sufficient funds in FY 2009.



Paula King, Director

Xc: Don Kelly, Commissioner, Department of Public Works and Development



194-08

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Community Development

TO: JIM NEWBERRY, MAYOR
URBAN COUNTY COUNCIL

FROM: PAULA KING, DIRECTOR
DIVISION OF COMMUNITY DEVELOPMENT

DATE: APRIL 7, 2008

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO SUBMIT APPLICATION
TO THE KENTUCKY OFFICE OF HOMELAND SECURITY
REQUESTING STATE FUNDS FOR PROJECT LIFESAVER OF
FAYETTE COUNTY

The Division of Police has prepared a grant application for submission to the Kentucky Office of Homeland Security requesting state funds in the amount of \$30,000 for Project Lifesaver.

Project Lifesaver of Fayette County. is a program that has been established to assist with the recovery of persons that may suffer from a dementia disorder, including elderly people with Alzheimer's as well as any child/adult with mental handicaps who are prone to wander away from their caretakers. The LFUCG Division of Police has been tasked to coordinate and train all 120 counties in Kentucky in this program. Training will be conducted in Fayette County. If approved, grant funds will be used for the initial training of smaller counties as well as equipment purchases. Funds will be used for a "scholarship" fund that will buy the transponders for *any one* who could not afford the \$300.00 for the transponder as well as the \$8.00 monthly charge for the upkeep of the transponder unit. LFUCG Division of Police is also the only project lifesaver air support trained unit in the state of Kentucky. Once personnel in other counties are trained, LFUCG Police would be able to provide assistance with the searches in the rural areas around the state.

In addition to purchase of transponders, funds will be used for training, receiver units and other supplies and equipment for the project.

Council authorization to submit application is hereby requested.

Paula King
Director

Xc: Tim Bennett, Commissioner of Public Safety
HORSE CAPITAL OF THE WORLD

200 East Main Street 6th Fl Lexington, KY 40507 (859)258-3070 (859)258-3081 fax www.lfucg.com





231-08

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Enhanced 9-1-1

April 21, 2008

TO: Mayor Jim Newberry and Urban County Council**FROM:** David S Lucas, Director of Enhanced 9-1-1 **RE:** User Agreement with Remedy Staffing**VIA:** Tim Bennett, Commissioner of Public Safety

This request will authorize the mayor to enter an agreement with Remedy Intelligent Staffing, Inc to work directly with the Division of Enhanced 911 to recruit and obtain certified Telecommunicator professionals for the UCG communication centers.

All expenses related to the agreement are currently budgeted within the Division of Enhanced 911 and will not exceed \$ 24,000.

The following documents are attached:

1. Administrative review form. (Blue sheet)
2. User Agreement between Remedy and LFUCG's Division of Enhanced 911

Please return completed documents to my attention for final disposition.

REMEDY SERVICE AGREEMENT



Between: Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
"Client"

And: Remedy Intelligent Staffing, Inc
1030 Monarch Street Suite 300
Lexington, KY 40513
"Remedy"

231-08

Remedy shall provide temporary staffing services for Client at Client locations listed in Location List Appendix "A", under the following terms and conditions.

1. Term: The initial term of this Agreement will be for a period of twelve (12) months beginning 7/1/2008 unless sooner terminated in accordance with the provisions hereof.

This Agreement may be renewed and extended for such periods as may be mutually agreed to by Remedy and Client in a written Addendum to this Agreement signed by Remedy and Client. If this Agreement is not so renewed and extended prior to the expiration of the Initial Term, this Agreement and the relationship between Remedy and Client hereunder, shall terminate upon the expiration of the Initial Term; provided however, that the parties shall cooperate in good faith to wind down the services being rendered by Remedy to Client at time of termination. Any such termination shall not affect any obligation of Client to pay for services already rendered or any amounts unpaid to Remedy at the time of termination.

2. Termination: This Agreement may be terminated by either party, with or without cause, with a thirty (30) days written notice.

3. Employee/Employer Relationship: While on Remedy's payroll, associates assigned to Client are employees of Remedy. As the employer, Remedy is responsible for any and all federal, state, local, workers' compensation, unemployment, and other mandated taxes and costs for its associates.

4. Service Rates: Pay rates will be determined by Remedy, and will be based on prevailing wages in each market.

Please see attached Rate Sheet, Appendix "C".

Client and Remedy understand and agree that Remedy's service rate shall be adjusted according to federal and state overtime laws, where applicable. In the event overtime pay, time-and-a-half, double-time, including holiday pay, is paid to a Remedy associate, Remedy's service rates shall increase accordingly.

It is further understood and agreed that Remedy reserves the right to adjust service rates to compensate for mandatory adjustments to FICA, FUTA, SUI, Workers' Compensation and any Federally or State mandated programs or benefits. Service rates may be adjusted at any time upon mutual consent of Remedy and Client.

i. Associate Conversion: Associate may be converted to Client's payroll after working 520 hours, free of any fees or other charges. If client chooses to convert associate prior to completion of 520 hours, a conversion fee will be charged based on the remaining hours to 520. Furthermore, client understands that Remedy has incurred substantial expense for the advertisement, screening, testing and training of its personnel. Therefore, in consideration of this service, Client agrees that within ninety (90) calendar days after the assignment ends, for any Remedy employee not satisfying the conversion requirements above who is subsequently hired as an employee or independent contractor, Client, or Client's associates, affiliates or subsidiaries, or if Client endeavors in any way to assist and/or influence a Remedy employee to work for Client or a Remedy competitor, Client hereby agrees to pay Remedy: (1) an amount equal to the Remedy placement fee of 1% per thousand dollars of the employee's estimated annual salary up to a maximum of 30% of the annual salary, or (2) a minimum fee of \$1,000, whichever is greater.

In the event Client wishes to terminate this agreement and establish an agreement with competitive agency to Remedy's, all Remedy's employees then on current assignments will continue to remain on Remedy's payroll as employees of Remedy until the natural conclusion of their assignments at Client as documented before the transition.

Guarantee: Remedy will provide Client with an eight (8) hour performance guarantee. If, for whatever reason, Client is not satisfied with the performance of a Remedy associate within the first eight (8) hours, Remedy will replace the associate and Client will not be billed for that associate, provided that Client notifies Remedy of its dissatisfaction within three (3) business days from the associate's start date.

Joint Advertising: It is understood and agreed that Client has granted Remedy permission to use Client's name in Remedy's recruitment advertising and other recruiting efforts and activities.

8. Payment Terms: Remedy will bill Client on a weekly basis. Invoices are due and payable upon receipt. Payments made after 30 days from invoice's date will include a late charge equal to 7% of the original invoice payment. The prevailing party in a collection suit shall be entitled to attorney fees and legal costs.

9. Subcontractors: Any use of subcontractors, including review, selection, and control, is exclusively the right of Remedy.

10. Notices: Any notices to be given under this Agreement shall occur in writing, by personal delivery or by mail, certified or registered, postage prepaid, with return receipt requested. Notices delivered personally shall be deemed received as of actual receipt, and mailed notices shall be deemed received four (4) days after the mailing date. For purposes such as notices, the address of parties, until changed by written notice, shall be as follows:

To Remedy:
Remedy Intelligent Staffing, Inc.
3820 State Street
Santa Barbara, CA 93105
Attention: Legal Department

To Client:
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

11. Insurance: Remedy will provide and maintain in force at all times during the term of the services contemplated herein Commercial General Liability Insurance via the occurrence form with a \$1,000,000 Combined Single Limit for any one occurrence and Errors and Omissions Coverage against claims which may arise from or in connection with the work performed in the principal amount of not less than One Million Dollars (\$1,000,000) per claim and aggregate, per policy year, for any act or omission in providing those services. Additionally, Remedy shall maintain during the term of the services Commercial Automobile Liability Insurance coverage with combined single limits of not less than \$1,000,000 per occurrence. Said policies shall name "The Lexington-Fayette Urban County Government, its elected and appointed officials, employees agents, boards, consultants, assigns, volunteers and successors in interest," as "additional insured." Remedy shall also maintain Workers Compensation Insurance as required by the Kentucky Revised Statutes and Employer Liability Coverage equal to \$1,000,000. All policies if insurance shall be placed with an insurer authorized to do business in the Commonwealth of Kentucky with a rating classification of no less than VIII, as defined by the most current Best's Key Rating Guide. The policy shall provide that such insurance shall not be cancelled modified or permitted to lapse without thirty (30) days prior written notice to FFUCG. Evidence of such coverage is to be submitted to the Division of Risk Management, 200 East Main Street Suite 925, Lexington, KY 40507.

12. Freedom to Contract: Client and Remedy represent and warrant that they have the right to negotiate and enter into this Agreement. Client and Remedy further represent and warrant that this Agreement does not breach, interfere with or conflict with any other contractual agreement or any other business relationship. Each party agrees that it will hold the other harmless from any and all claims arising out of such restrictive contracts or agreements.

13. Entire Agreement: This Agreement contains the entire understanding between the parties and supersedes and replaces all previous agreements or negotiations between the parties and can be changed only by an agreement in writing signed by both parties.

14. Severability: The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other terms or provisions and this Agreement shall be construed in all other respects as if the invalid or unenforceable term or provision were omitted.

15. Waiver: A waiver by either party of any term or condition of this Agreement or any breach of any term or condition, in any instance, shall not be construed as a waiver of any other term or condition or any subsequent breach of any term or condition. All remedies, rights and obligations contained in this Agreement shall be cumulative, and none of them shall be in limitation of any other right or obligation of either party.

16. Applicable Law: This Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought to enforce or interpret this Agreement shall be brought in the Fayette Circuit Court.

17. Headings: The headings used in this Agreement are used for reference purposes only and are not deemed controlling with respect to the contents thereof.

18. Counterparts: This Agreement may be executed in any number of counterparts, and each such counterpart shall for all purposes be deemed to be an original.

19. Indemnification: Remedy or any of its agents or subcontractors to the extent permitted by law, agrees to defend, indemnify and save harmless the FLUCG, their employees, volunteers and elected officials, from and against all liabilities, claims, actions, expenses, obligations, losses, fines, and assessments resulting from or arising out of any error or omission, negligence or intentional misconduct or any other action relating to the provision of the services specified in this Agreement. Indemnification shall include, in addition to the above, attorney's fees, cost related to investigation and defense and any other expenses related to any such claim, action or proceeding.

20. Equal Employment Opportunity: Client acknowledges that Remedy represents it is an equal opportunity employer, and agrees that it shall not harass, discriminate against or retaliate against any Remedy associate because of his or her race, religion, national origin, age, sex, disability, marital status or other category protected by law. Client represents that it has in place policies prohibiting harassment in the workplace (including sexual harassment). Remedy will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age and nation origin or disability. Remedy will state in all solicitation or advertisements for employees placed by or on behalf of Remedy that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, sex, age, national origin or disability.

21. No Partnership or Joint Venture: Nothing in this Agreement is intended to or shall be deemed to create a partnership or joint venture between the parties. Each party is an independent contractor. Except as provided in this Agreement, neither party shall have the right, power or authority to act or to create any obligation, express or implied, on behalf of the other party. It is understood and agreed that Client retains the right to hire its own employees directly without payment or obligation to Remedy.

22. Assignment: Assignment of this agreement shall be permitted only upon written consent of the non-assigning party, except that either party is free to assign this agreement to a wholly owned subsidiary or similarly related business entity.

The parties hereto have executed this Agreement on the dates set out below:

For: Remedy Intelligent Staffing, Inc.

BY: Lynn M. Braker
 PRINTED NAME: Lynn M. Braker

TITLE: Franchise Owner

DATE: 4-21-08

For: Lexington-Fayette Urban County Government

BY: _____
 PRINTED NAME: _____

TITLE: _____

DATE: _____

Appendix "A" Location List

Remedy shall provide temporary staffing services for client at the following locations:

00 East Main Street
 Lexington, KY 40507

Appendix "B" Work Order Standards

Remedy is unable to directly place or payroll associates in the following categories:

PROFESSIONALS: Any professional position including doctor, lawyer, CPA, teacher, child care, baby sitter, architect, engineer, optician, optometrist, psychiatrist, nurse, nurse practitioner, chiropractor, physical therapist, dentist, dental hygienist/assistant, lab technician/assistant, veterinarian, or veterinary assistant, x-ray technician/assistant, environmental engineer, chemist, exterminator, machine and vehicle mechanic, construction contractor, electrician, plumber, ship captain or ship navigator, dog catcher, animal trapper, bartender, escort, life guard, etc.

BLOOD BORNE PATHOGENS/ILLNESS/DISEASE: Any position requiring direct or indirect contact with patients or exposure to areas, instruments or body fluids that may be contaminated with any blood borne pathogen, illness or disease.

CHEMICALS: Any position requiring the handling, manufacturing or processing of such items as asbestos, urea, formaldehyde, mercury, red phosphorus, pesticides/herbicides, and all chemicals classified as toxic, corrosive, radioactive, noxious, carcinogenic or highly combustible.

EXPLOSIVE PRODUCTS, MUNITIONS, EXPLOSIVES, FIRE WORKS OR WEAPONS: Any position that involves working with or around explosive products, munitions, explosives, fire works, or weapons.

PRIVATE HOMES/RESIDENCES: Any position that requires entering a private home or residence for any reason.

AIRCRAFT OPERATIONS, AIRLINE PILOTS, AIRCRAFT SUPPORT/MAINTENANCE, MECHANICS & FLIGHT ATTENDANTS:

Any position involving performing the duties of airline pilot, airplane mechanic or flight attendant or any position involving aircraft operations or support/maintenance.

HEAVY EQUIPMENT OPERATORS: Any position requiring the operation of equipment such as farm machinery/vehicles, 31
caterpillars, earthmovers, back hoes, ditch diggers, rototillers, tractors, bulldozers, cranes, cement mixers, cement cutters, etc.

DRIVERS: Any position involving the driving of a truck, large van, bus, courier, or messenger requiring more than standard
state license. Any position involving the driving of any vehicle carrying such items as people, animals, money, negotiables, furs,
jewelry, chemicals, other valuables, and/or dangerous cargo. Associates may not use their personal vehicles for deliveries or
any other reason except to come to one work location per assignment. Same day-multiple work locations on one assignment
are not acceptable.

OVERSIZE INDUSTRIAL LIFTS/TRUCKS AND THEIR MECHANICS: Any position requiring the operation of oversize
industrial lifts and/or trucks including Hyster, Caterpillar, etc. or any position as mechanic for such equipment

CONSTRUCTION: Any position requiring construction including steel/iron erection, roof repair/ installation/removal, electrician,
plumber, mason, etc.

LOGGING, LUMBER MILLS, SAW MILLS AND TREE TRIMMING: Any position that requires working in a logging, lumber mill,
or saw mill environment, or any position that requires tree trimming.

MINES, MINING, ROCK QUARRIES, TUNNELS OR EXCAVATIONS: Any position that requires working in a mine, rock
quarry, tunnel, or excavation site.

SECURITY GUARDS (ARMED/UNARMED): Any position that requires performing the duties of a security guard including
watchperson, surveillance technician, undercover shoplifter patrol, inventory patrol, etc.

CONFINED SPACES: Any position that requires working in a confined space including silos, paint or other mixers, bunkers,
food bins, air conditioner ducts/shafts, trash collection/compactor units, under or above ground storage tanks, air tight chambers
or rooms, freezer/coolers or ovens that require cleaning or other forms of personnel entry.

AMUSEMENT PARKS, CARNIVALS, CIRCUSES AND SPORTING EVENTS: Any position that requires an Associate to
operate or maintain rides or equipment; handle or maintain animals of any type; entertain, perform stunts, act and/or provide
other forms of dramatic activities.

MISCELLANEOUS: Any position that requires an Associate clean areas and/or equipment contaminated with blood or other
body fluids, clean or handle contaminated medical or dental equipment, use ladders taller than five feet and/or make-shift
ladders, access work area on any scaffolding or other elevating devices more than five feet above the ground, special personal
protective equipment for chemical being used, i.e. respirator, lifting over (50) fifty pounds, working in an environment with
exposure to extreme heat, cold, noise or other weather conditions and elements, working with equipment or tools without proper
training, working without appropriate personal protective equipment, travel overnight and/or away from home for an extended
period of time, working without supervision, working anywhere that proper safety orientation and training has not been provided
and/or completed.

Appendix "C" Rate Sheet

<u>Temp/Temp-Hire Associates</u>	<u>Mark-up</u>
311 Dispatchers/Call Takers	50%

All temp, temp-to-hire associates can be hired with no additional charge after 520 hours

Drug Screens and Background Checks: By client's request, a 10 Panel Drug Screen administered in an outside lab as well as
a Kentucky state background check may be performed and will be billed to the client at cost.

Temp to Hire: A Remedy associate is eligible to come onto the client's payroll after they have completed 520 hours. If you
would like to bring them on sooner, a rate can be calculated at that time.

For: Remedy Intelligent Staffing, Inc.

BY: Lynn M. Braker

PRINTED NAME: Lynn M. Braker

TITLE: Franchise Owner

DATE: 4-21-08

For: Lexington-Fayette Urban County Government

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____



235-08

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Enhanced 9-1-1

April 23, 2008

TO: Mayor Jim Newberry and Urban County Council
FROM: David Lucas, Enhanced 9-1-1 Director 
RE: Address changes for Enhanced 9-1-1 compliance

This request will change an individual address within a single Council District. The attached listing reflects the individual address to be changed, located within the 6th Council Districts.

The street name and/or number changes are needed to ensure the proper operation of the Enhanced 9-1-1 system. The correction eliminates several confusing, duplicate and/or improperly named and numbered addresses in Fayette County.

The official date of change should be thirty (30) days from date of passage, to allow for new sign placement, utility and Post Office notification and final citizen notification.

The following documents are attached:

1. Administrative review form (Blue sheet).
2. Spreadsheet listing of each address change and associated Council District number.
3. Individual address list/Draft of Resolution.

HORSE CAPITAL OF THE WORLD

RESOLUTION NO. ____-2008

A RESOLUTION CHANGING THE STREET NAME OF 2550 LIBERTY ROAD TO 2550 LIBERTY RIDGE LANE; EFFECTIVE THIRTY DAYS FROM PASSAGE.

WHEREAS, the Lexington-Fayette Urban County Government has created a Geographic Information System ("GIS"); and

WHEREAS, the GIS street mapping and addressing project is the foundation for the Urban County Government's enhanced 911 Emergency Telephone Communication System (the "911 System"); and

WHEREAS, in order for the GIS and 911 Systems to function properly it is imperative that street names and property addresses conform to the standards established in Section 17-2 through 17-4 of the Code of Ordinances; and

WHEREAS, a street name and property address located in the Sixth Council District does not meet the Code requirements and changes should be made to conform to the Code and to accomplish the goals of the GIS and 911 System projects.

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

Section 1 – That the street name of the following property be and hereby is changed as follows:

- (a) Liberty Road: That the name of Liberty Road located at 2550 Liberty Road is changed to Liberty Ridge Lane.

Section 2 - That this Resolution shall be effective thirty (30) days from passage.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:

DJB/X:\Cases\911\08-CC0156\LEG\00162018.DOC

Law List - 1st Quarter 2008

Old Address	AKA Address	New Address	Council District
2550 Liberty Rd	-	2550 Liberty Ridge Ln	6



233-08

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Community Development**TO: JIM NEWBERRY, MAYOR**
URBAN COUNTY COUNCIL**FROM: PAULA KING, DIRECTOR**
DIVISION OF COMMUNITY DEVELOPMENT**DATE: APRIL 28, 2008****SUBJECT: REQUEST COUNCIL AUTHORIZATION TO APPROVE PURCHASE**
OF AN INSTAMESH BREADCRUMB DEPLOYABLE 2.4 GHZ WI-FI
WIRELESS SYSTEM AND TO APPROVE RAJANT CORPORATION AS
A SOLE SOURCE VENDOR FOR DIVISION OF FIRE AND
EMERGENCY SERVICES

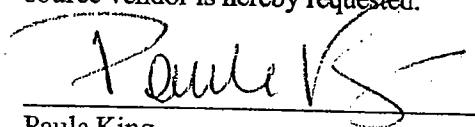
On April 24, 2008 (Ordinance # 80-2008), Council approved acceptance of federal funds from the Kentucky Office of Homeland Security for the purchase of communications equipment to upgrade the mobile command post interoperable communications system.

The equipment to be purchased is an InstaMESH breadcrumb deployable 2.4 GHz wi-fi wireless system in the amount of \$23,393. Funds for this project are budgeted as follows:

FUND	DID	SECT	ACCT	AMOUNT	BUD REF	PROJECT	ACTIVITY
3200	505705	5751	96200	23,393	2008	ST HOMELAND SEC	DEFAULT

Approval of Rajant Corporation as a sole source vendor is requested because this system configuration is specified by make and model numbers and is currently in use by the Kentucky Office of Emergency Management (Frankfort) and The Center for Rural Development (Somerset). This solution has been thoroughly tested by the University of Louisville's Information Technology Research Center (iTRC) and determined to meet the technical and operational requirements of the MITOC system. Due to operational compatibility with other emergency responders this is the only solution suitable for use in this project.

Council authorization to approve the purchase and to approve Rajant Corporation as the sole source vendor is hereby requested.


Paula King
Director

Xc: Tim Bennett, Commissioner of Public Safety

HORSE CAPITAL OF THE WORLD200 East Main Street 6th Fl Lexington, KY 40507 (859)258-3070 (859)258-3081 fax www.lfucg.com

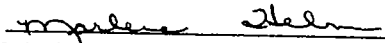


236-08

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Department of Social Services

To: Mayor Jim Newberry
Urban County Council
Joe, Kelly, Sr. Advisor for Management

From: 
Marlene Helm, Commissioner of Social Services

Date: April 23, 2008

Subject: Blue Sheet - Authorization of an Agreement with the Hyatt on behalf of the
LFUCG for the Senior Intern Alumni Luncheon

I am requesting authorization to enter into an agreement with the Hyatt for the Senior Intern Alumni Luncheon. This is an opportunity for past senior intern program participants to come and meet this year's senior interns and enjoy lunch.

HORSE CAPITAL OF THE WORLD

200 East Main Street Lexington, KY 40507 859.258.3800 Fax 859.258.3406 www.lfucg.com



HYATT REGENCY LEXINGTON
401 W HIGH STREET

37

236-08

LEXINGTON, KY 40507- US

Telephone: (859) 253-1234

Fax: (859) 254-7430

March 14, 2008

CATERING CONTRACT

GROUP NAME: COMMISSION OF SOCIAL SERVICES
FUNCTION NAME: LUNCHEON
CONTACT NAME: SHANNON SETTLES
ADDRESS: 200 EAST MAIN STREET
LEXINGTON, KY 40507
PHONE NUMBER: (859) 258-3210
FAX NUMBER:
EMAIL ADDRESS: ssettles@lfucg.com

Day	Date	Function	Time	Set Up	# of guests	Room Rental
Friday	6/20/2008	PLATED LUNCH	10:30 AM - 1:30 PM	BANQUET ROUNDS OF 10	200	N/A if F&B Minimum Met

COMMISSION OF SOCIAL SERVICES ("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 3/19/2008.

MINIMUM REVENUE COMMITMENT

Based on the approximate number of guests set forth above, a minimum of \$3,500.00 in banquet food 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 your final count drop below the approximate number of guests listed above, we will be happy to advise you on additional alternatives in food and beverage which will bring you back up to the agreed upon minimum revenue figures for your function.

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:

More than six(6) months from arrival date	\$1,400.00
Less than six(6) months to one(1) month from arrival date (60% of estimate revenue)	\$2,100.00
Less than one(1) month up to arrival date (75% of estimate revenue)	\$2,625.00

Client Initials _____

Hyatt Initials _____

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.

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*:

Day of Function:	Guarantee due on the preceding:
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 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

Payment will be made by credit card. The estimated charges for this event will be placed on this credit card three (3) business days prior to arrival.

Client Initials _____

Hyatt Initials _____

236-08

SERVICE CHARGE

A 22% Service Charge and applicable taxes shall be added to all food and beverage, meeting room rental and audio visual equipment.

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.

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. 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.

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.

Client Initials _____

Hyatt Initials _____

236-08

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.

AGREEMENT

The agreement shall be considered accepted once both parties have signed below. It is our understanding that you are empowered by your organization to make these arrangements. A signature delivered by facsimile or electronic means will be considered binding for both parties. All prior agreements, verbal or written, are no longer effective once this Agreement is signed by the parties.

Date: _____

Signature: _____

JENNIFER L OWNBY
(HYATT REGENCY LEXINGTON)

Date: _____

Signature: _____

Printed: _____

JIM NEWBERRY
(MAYOR)

Date: _____

Signature: _____

CAROLINE KELLY-RINEHART
DIRECTOR OF CATERING
(HYATT REGENCY LEXINGTON)



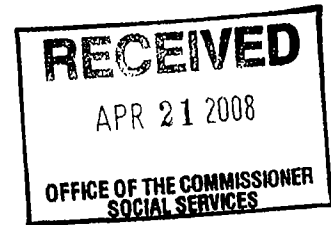
237-08

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Family Services

TO: Mayor Jim Newberry and
Urban Council Members

FROM: Sarah Hendrix
Sarah Hendrix, Deputy Director
Division of Family Services



THROUGH: Marlene Helm
Marlene Helm, Commissioner
Department of Social Services

DATE: April 17, 2008

SUBJECT: Medical Staffing Contract

The Division of Family Services is requesting an approval of a contract with Medical Staffing to provide a Licensed Practical Nurse in the Family Services Health Clinic due to two vacancies for extended sick leave (\$25.00/Hour X 10 weeks = \$30,000.00). Funding is available in the FY 08 approved budget in FUND 1102 DEPT 606402 SECTION 6421 ACCOUNT 71203.

HORSE CAPITAL OF THE WORLD



238-08

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Water & Air Quality

TO: Mayor Jim Newberry
Urban County Council

FROM: Charles H. Martin, Director *Charles H. Martin by C. H. Martin*
Division of Water & Air Quality

DATE: April 28, 2008

SUBJECT: Change Order for Pipe Eyes, LLC for the Annual Preventive Maintenance Sewer Cleaning Program (Bid No: 84-2007)

The Division of Water & Air Quality requests approval of the only change order expected with Pipe Eyes, LLC for the Annual Preventive Maintenance Sewer Cleaning Program. The original bid awarded Pipe Eyes, LLC was \$494,439.80. Change Order #1 is for \$49,487.00 for a revised total contract amount of \$543,926.80. The net Change Order increase from the original contract amount is 10%.

This contract required Pipe Eyes, LLC to clean and televise specific line segments of the sewer system. It also included allowances for additional work such as root cutting, protruding tap removal, heavy cleaning and reverse set-ups. Lines have been encountered that have required more cleaning and reverse set-ups than originally anticipated.

There are sufficient funds budgeted in 4003 30340 3453 71200 to cover this change order.

Cc: Rodney Chervus, Collections & Conveyance Manager Division of Water & Air Quality
Richelle Clay, Division of Water & Air Quality

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CONTRACT HISTORY FORMContractor: Pipe Eyes, LLCProject Name: Annual Preventative Maintenance ContractContract Number and Date: 04/16/2008Responsible LFUCG Division: Water & Air QualityCHANGE ORDER DETAILSSummary of Previous Change
Orders To DateDollar AmountPercent Change to
Original Contract

A.	Original Contract Amount:	\$	<u>494,439.80</u>	
B.	Cumulative Amount			
of	Previous Change Orders:	\$	<u>0.00</u>	<u>0%</u> % (Line B / Line A)
C.	Total Contract Amount Prior to this Change Order:	\$	<u>494,439.80</u>	
	<u>Current Change Order</u>			
D.	Amount of This Change Order:	\$	<u>49,487.00</u>	<u>10%</u> % (Line D / Line A)
E.	New Contract Amount Including this Change Order:	\$	<u>543,926.80</u>	<u>110%</u> % (Line E / Line A)

SIGNATURE LINESProject Manager: Chris BagenDate: 4-25-08Reviewed by: Reyn T. ChenDate: 4-25-08

Division Director: _____

Date: _____

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CHANGE ORDER NO. 1
CONTRACT

PAGE 2 OF 4

ADJUSTING AND BALANCING QUANTITIES

BID ITEM NO.	DESCRIPTION	ITEM COST
WH-1	Mechanical Root Removal	\$20,710.00
WH-2	Heavy Cleaning (6"-18")	\$18,712.00
WH-3	Heavy Cleaning (18"-21")	\$0.00
WH-4	Heavy Cleaning (24"-30")	\$0.00
WH-5	Heavy Cleaning (36"-48")	\$0.00
WH-6	Reverse Set-up	\$5,580.00
WH-7	Protruding Tap Removal	\$4,485.00

TOTAL AMOUNT OF CHANGE ITEMS \$49,487.00

238-08

CHANGE ORDER NO. 1 - JUSTIFICATION SHEET CONTRACT

PAGE 3 OF 4

The original contract required Pipe Eyes to clean and televise specific line segments of the sewer system. It also included allowances for additional work such as root cutting, protruding tap removal, heavy cleaning and reverse set-ups. We have encountered lines that have required more cleaning and reverse set-ups than originally anticipated.

We currently have completed 57% of this contract and have used 74% of the unit price work. This change order is required to complete the project accounting for the additional extra work.

This change order is based on anticipated quantities of work and unit prices that were included on the original bid.

PCO No. 1

The spreadsheet below indicates what was originally planned and what has taken place to date and what is anticipated to complete

Line Items	Original footage	Footage to date	Footage to complete	Unit Prices
Root Removal	8,450'	15,171'	34,171'	\$20,710.00
Heavy Cleaning	8,450'	6,693'	17,700'	\$18,712.00
Reverse Set-ups	25	107	200	\$5,580.00
Tap Removal	25	23	23	\$4,485.00
			Total	\$49,487.00



239-08

Lexington-Fayette Urban County Council

Jim Gray
Vice Mayor

TO: Mayor Jim Newberry
Councilmembers

Linda Gorton
At-Large Member

FROM: David Stevens, 5th District Councilmember
Chair, Corridors Committee

Chuck Ellinger II
At-Large Member

DATE: April 28, 2008

Andrea James
1st District

SUBJECT: Harrodsburg Rd Corridor Landscape Plan

Tom Blues
2nd District

The Corridors Committee recently solicited proposals, through the LFUCG Division of Purchasing, to develop a landscape plan for Harrodsburg Road.

Dick DeCamp
3rd District

In accordance with CAO Policy # 1, a team including input from the Mayor's Office, Planning, Streets, Roads & Forestry and Engineering reviewed the four (4) proposals received. On behalf of the Corridors Committee and the RFP review team I am recommending that we retain the firm CDP at a cost not to exceed \$ 24,000 to develop a landscape plan for Harrodsburg Road. Funds are budgeted.

Julian Beard
4th District

David B. Stevens
5th District

Kevin O. Stinnett
6th District

Should you need any further information please do not hesitate to contact me.

K. C. Crosbie
7th District

David Stevens
5th District Councilmember
Chair, Corridors Committee

George G. Myers
8th District

Jay McChord
9th District

Don Blevins
10th District

Richard P. Moloney
11th District

Ed Lane
12th District



RECEIVED 221-08
APR - 3 REC'D
GENERAL COUNCIL
COMMISSIONER'S OFFICE

Mayor Jim Newberry
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Parks and Recreation
Jerry Hancock, Director

MEMORANDUM

TO: Mayor Jim Newberry
Urban County Council Members
Commissioner Kimra Cole

FROM: 
Jerry Hancock, Director
Division of Parks & Recreation

RE: Koorsen Fire & Security Agreement

DATE: April 7, 2008

Attached is a service agreement with Koorsen Fire & Security for monitoring the fire alarm system at the Loudon House. The agreement allows for 24/7 fire alarm monitoring.

We are requesting Council approval of this agreement.

JEH/bc

MONITORING and ALARM SERVICES AGREEMENT**Koorsen**
FIRE & SECURITY

Customer Account No: 091EX0201

Monitoring Account No: 595129

Customer Name and Address: (equipment location)

Lexington Fayette Urban County Government

200 E Main Street

Lexington, KY 40508

Attn:

Phone:

Koorsen Fire & Security, Inc. (appears as KFS in body of agreement)

141 Venture Court

Lexington, KY 40511

Rep: Amanda Hicks

Phone: 859-255-0701

KFS will install or cause to be installed the equipment and furnish the services indicated herein:

☐ Attach Security Quotation No:Or ☒ Describe Installation and/or Set-up Services Below:

Monitor address: 201 Castlewood Drive

Setup Charges \$

Lexington, KY 40504

% Tax \$

****No charge to reprogram****

Total Charges \$

Koorsen Fire & Security can connect smoke, heat, and fire initiating devices to your security panel. These initiating devices can be placed in any location that the owner chooses. Engineered drawings of your system are not being made or submitted to the Authority Having Jurisdiction for approval. This approval process is a guideline put forth by the National Fire Protection Association for building fire alarm systems. It is Koorsen's intent to provide a security system that will have initiating devices attached, which meets the approval of the owner. It is further understood that existing smoke detectors installed by the builder, electrical contractor, or any party other than KFS are not connected to the security alarm panel and will not transmit signals to the central station.

☐ Not applicable for Commercial Fire Alarm System Monitoring.

Please initial to indicate you have read and understand this paragraph:

CENTRAL STATION MONITORING SERVICES: (CHECK ALL THAT APPLY)☐ Commercial Burglar Alarm

Monthly Base Monitoring Charge \$

☒ Fire Alarm☐ Sprinkler Flow☐ Sprinkler Tamper☐ Residential Alarm☐ Res. Smoke

Test Freq:

☐ Open / Close☐ Superv.

Report Freq:

\$

☐ Other:

\$

INTERNET COMMUNICATOR ☐ Accept ☒ Decline Initials: _____

I understand that the reliability of internet transmission of alarm signals is dependent on the availability of local and wide area networks outside the control of KFS.

Monthly Internet Service Charge \$

CELLULAR COMMUNICATOR ☐ Accept ☒ Decline Initials: _____

I understand that the installation of a cellular communicator will aid in the transmission of alarm signals in the event the primary communication line (telephone or internet) is out of service for any reason.

Monthly Cellular Service Charge \$

EXTENDED WARRANTY ☐ Accept ☒ Decline Initials: _____

Covers Parts & Labor (Mon-Fri / 8:00am - 5:00pm) for full term of agreement.

\$ _____ trip charge applies to each service call.

Monthly Service Charge \$

AGREEMENT SUMMARY**Periodic Service Payment Calculation**

Total of All Monthly Service Charges \$

% Service Tax \$

Total Monthly Service Charge plus Tax \$

☐ Monthly Auto Debit (attach authorization)☐ Billed Quarterly at

\$

☐ Billed Annually at

\$

☒ Other:

\$ 30.00

Total Equip., Installation, Setup, and Taxes \$

Less Deposit of %

\$

Equipment Balance Due Upon Completion \$

Initial Periodic Svc. Due Upon Completion \$

Grand Total Due Upon Completion \$

Term, Renewal & Expiration:This agreement shall remain in full force for the period covered by this agreement and shall thereafter continue on a year-to-year basis unless written notice of termination is given by either party to the other at least (60) days prior to the expiration of the initial term. The initial term of this agreement expires 1 years from the date initial central station testing is completed.

Customer agrees that at any time following expiration of this agreement, Koorsen may increase the annual fee for the renewal thereof. Customer agrees to pay the full amount of such increase, which does not exceed a 5% increase over the previous annual fee. In the event Koorsen increases the annual fee by an amount greater than 5%, Customer may terminate the agreement upon written notice to Koorsen within fifteen (15) days of notification of such increase.

If customer moves out of KFS' service area, or closes business operations in city specified above, the customer has the right to provide 30 days prior written notice of termination and agrees to pay an early cancellation fee.

Customer agrees to pay, in addition to the service charges above, any false alarm assessments, taxes, fees or charges that are imposed by any governmental body, relating to the installation or service provided under this Agreement and to pay any increase in charges to KFS for facilities required for transmission of signals under this Agreement.

Entire Agreement - Customer acknowledges that he is aware that no alarm system can guarantee prevention of loss; that human error on the part of KFS or the municipal authorities is always possible, and that signals may not be received if the transmission mode is cut, interfered with, or otherwise damaged. This agreement constitutes the entire agreement between the customer and KFS. In executing this agreement, customer is not relying on any advice or advertisement of KFS. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in writing in this agreement shall not be binding upon any party, and that the terms and conditions hereof apply as printed without alteration or qualification, except as specifically modified in writing. The terms and conditions of this agreement shall govern notwithstanding any inconsistent or additional terms and conditions or any purchase order or other document submitted by the customer.

It is understood that KFS is not an insurer, that it shall specifically be the obligation of the customer to purchase any insurance which customer desires to protect itself from loss, damage or injury due directly or indirectly to occurrences or consequences thereof, which the service or system is designed to detect or avert. Section 6 of this agreement limits KFS' liability to \$500.00 or 10% of the annual service charge if customer or anyone else suffers any harm (damage or loss of property, personal injury, or death) because the system failed to operate properly or KFS was careless or acted improperly. Attention is directed to the limited warranty, limit of liability and other conditions on PAGE 2. INITIALS: _____

Koorsen Fire & Security, Inc.

Title

Date

Customer P.O. Number (if required) or S.S.N.

Customer Service Manager

06/01/07

EP00034068

Customer's Acceptance

Title

Date

Customer's Printed Name

By acceptance, I acknowledge that I have received a copy of this agreement and I hereby authorize KFS to check my credit information. I also understand that I may cancel this transaction any time prior to the end of the third business day after the date of this transaction. To cancel, mail (or deliver) a signed notice of cancellation to Koorsen Fire & Security (see local branch address above.)

KF-029 (10/06)

Provide copies as follows: Original: Corporate Office Copy 1: Branch Office Copy 2: Customer

1. **LIMITED WARRANTY**- Any part of the system, including the wiring, installed under this Agreement which proves to be defective in material or workmanship within 90 days of the date of completion of installation will be repaired or replaced at KFS' option with a new or functionally operative part. Labor required to repair or replace such defective components or to make mechanical adjustments to the system will be free of charge for a period of ninety (90) days following the completion of the original installation. This warranty is extended only to the original consumer purchaser of the system and may be enforced only by such person. To obtain service under this warranty, call or write our local KFS Service Department at the telephone number or address found in your local yellow pages.

Service pursuant to the warranty will be furnished only during KFS' normal working hours 8:00 A.M. to 4:45 P.M., exclusive of Saturdays, Sundays, and holidays. Services rendered outside the normal working hours of KFS are not within the scope of this warranty and any services requested to be performed at such times shall be charged for at KFS' then applicable rates for labor and material.

This Warranty does not apply to the conditions listed below and in the event Customer calls KFS for service under the Warranty and upon inspection it is found that one of these conditions has led to the inoperability or apparent inoperability of the system, a charge will be made for the service call of the KFS representative whether or not he actually works on the system. Should it actually be necessary to make repairs to the system due to one of the "Conditions not covered by Warranty," a charge will be made for such work at KFS' then applicable rates for labor and material.

CONDITIONS NOT COVERED BY WARRANTY: A. Damage resulting from accidents, acts of God, alterations, misuse, tampering or abuse. B. Failure of the Customer to properly follow close or secure a door, window, or other point protected by a burglar alarm device. C. Failure of Customer to properly follow operating instructions provided by KFS at time of installation or at a later date. D. Trouble in leased telephone lines. E. Trouble due to interruption of commercial power. F. Battery replacements, security screens, exterior mounted devices. G. The expense of ordinary maintenance and repair of said system due to normal wear and tear. H. The expense of extraordinary maintenance and repair due to alterations in the Customer's premises, alterations of the system made at the request of the Customer or made necessary by changes in the Customer's premises, damage to the premises or alarm system, or to any cause beyond the control of KFS.

THE ABOVE LIMITED WARRANTY AND BELOW EXTENDED LIMITED WARRANTY ARE IN LIEU OF ALL OTHER EXPRESSED WARRANTIES. ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL COINCIDE IN DURATION WITH THE ONE (1) YEAR LIMITED WARRANTY. THE EXCLUSIVE REMEDY TO THE CUSTOMER HEREUNDER SHALL BE REPAIR OR REPLACEMENT AS STATED ABOVE. UNDER NO CIRCUMSTANCES SHALL KFS BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY BY KFS, THE NEGLIGENCE OF KFS OR OTHERWISE, KFS' LIABILITY WILL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE SYSTEM. SOME STATES MAY NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE ABOVE LIMITATIONS AND EXCLUSION MAY NOT APPLY TO YOU.

No agent, employee or representative of KFS or any other person is authorized to modify this Warranty in any respect. This Warranty gives you specific legal rights and you may also have other rights which vary from state to state.

2. **INSTALLATION** - KFS agrees to install the equipment listed on the reverse side of this Agreement in a workmanlike manner in accordance with the following conditions: A. Customer will make premises available without interruption during KFS normal working hours, 8:00 A.M. to 4:45 P.M., exclusive of Saturdays, Sundays, and holidays. B. Customer understands that the installation will necessitate drilling into various parts of the premises. KFS intends, generally, to conceal wiring in the finished areas of the premises, however, there may be areas in which due to construction, decoration, or furnishing of the premises, KFS determines, in its sole discretion, that it would be impractical to conceal the wiring and in such cases, wire will be exposed. C. Customer agrees to provide 110 AC electrical outlets at designated locations for equipment requiring AC power. D. Customer agrees to provide for lifting and replacing carpeting, if required, for installation of floor mats or wiring. Customer warrants that Customer owns the premises in which the equipment is being installed and that the Customer has the authority to engage KFS to carry out the installation in the premises.

The Customer agrees to furnish any necessary electric current through the Customer's meter and at the Customer's own expense. Customer will obtain and keep in effect all permits or licenses that may be required for the installation and operation of the system.

Customer has the affirmative duty to inform KFS, prior to beginning of installation, of every location at the premises where KFS' employees or agents should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. If asbestos or other health hazardous material is encountered during installation, KFS will cease work until Customer, at its sole expense, obtains clearance from a licensed asbestos removal or hazardous material contractor and that continuation of work will not pose any danger to KFS personnel. In no case shall KFS be liable for discovery or exposure of hidden asbestos or other hazardous material, and Customer shall indemnify and hold KFS and its employees harmless from any claims brought against KFS and/or its employees by third parties for damages, personal injury, death, emotional injury, whether actual or prospective, allegedly caused by the presence, spread, ingestion or inhalation of any substance/vapor on or originating from Customer's premises.

If Customer or any governmental agency or insurance interest wants KFS to change the system described herein, or change it after it is installed, Customer agrees to pay KFS' standard parts and labor charges for such changes. CUSTOMER AGREES THAT CUSTOMER HAS CHOSEN THIS SYSTEM AND UNDERSTANDS THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.

3. **EXTENDED LIMITED WARRANTY**- If the reverse side of this agreement indicates that extended limited warranty is being furnished, KFS will extend the limited warranty set forth in paragraph 1 above for the period of 9 months from the date of expiration of the Limited Warranty and this Extended Limited Warranty will be automatically renewed yearly thereafter for an annual term at the then applicable annual charge, subject to termination as provided on the reverse side of the Agreement. Excluded from Extended Limited Warranty are conditions not covered by the Limited Warranty listed above in paragraph 1. To obtain service under this Extended Limited Warranty call or write our local KFS Service Department at the telephone number or address found in your local yellow pages. It is mutually agreed that the work of installation and repairs of the system under the Extended Limited Warranty shall be performed between the hours of 8:00 A.M. and 4:45 P.M. exclusive of Saturdays, Sundays, and holidays.

It is understood and agreed that KFS' obligation relates solely to the specified detection system, and that KFS is in no way obligated to maintain, repair, service, replace, operate, or assure the operation of any devices of the Customer or of others not installed by KFS. If not contracted prior to the expiration of the Limited Warranty, KFS may subsequently enter into an Extended Limited Warranty with Customer at KFS' then prevailing prices and subject to the terms and conditions of this Agreement.

4. **SIGNAL RECEIVING AND NOTIFICATION SERVICE** shall be provided by KFS if the reverse side of this Agreement includes a charge for Central Station Monitoring Services. KFS will connect the system to an independently owned and operated monitoring facility (herein referred to as the CS). Under such service, in the event a burglary or hold-up signal, or fire signal registers at the Central Station, the CS shall endeavor to notify promptly the appropriate police or fire department and the designated representative of the customer. To avoid false alarms, the CS may elect to call your premises first to determine if an actual emergency exists before calling any authorities or Customer's representatives. If the CS has reason to believe that no actual emergency exists, the CS may choose not to place such notification calls. The CS may discontinue any part of this service if required to do so by governmental or insurance authorities. Customer consents to the tape recording of all telephonic communications between the CS office and your premises.

In the event a supervisory signal or trouble signal registers at the Central Station, the CS shall endeavor to notify promptly the designated representative of the customer.

COMMUNICATION FACILITIES - A. **AUTHORIZATION**-Customer authorizes KFS to make requests for information service, orders or equipment in any respect on behalf of Customer to a telephone company (the "Telephone Company") or other entity providing facilities or services for transmission of signals under this Agreement. B. **DIGITAL COMMUNICATOR** - The Customer understands that if a digital communicator is installed under this Agreement, it uses standard telephone lines as the transmission mode of sending signals and eliminates the need for dedicated telephone facilities and the large cost increases frequently imposed on such facilities. Customer also understands that the CS does not receive signals when the transmission mode is or becomes non-operational and that signals from the digital communicator cannot be received if the transmission mode is cut, interfered with or otherwise damaged. KFS recommends the use of an RJ31X telephone jack or equivalent jack to give the system priority over other telephones on the premises; however, other calls (including calls to the 911 emergency operator) cannot be made when the system is activated, and therefore Customer may wish to have the system connected to a separate telephone service. C. **DERIVED LOCAL CHANNEL** - The facilities and services provided by the Telephone Company, in connection with the services to be provided to the Customer hereunder, include what is generally described as Derived Local Channel service. Those facilities and services relate to the provision of lines, signal paths, scanning and transmission. The Customer agrees that the liability of the Telephone Company is limited in accordance with, and the Telephone Company may invoke, the provisions of Paragraph 6 Limit of Liability of the General Terms and Conditions of this Agreement.

5. **CANCELLATION** - This Agreement may be terminated at the option of KFS at any time in the event that the Central Station is destroyed or so substantially damaged by fire or other catastrophe that it is impractical to continue service, or in the event that the CS is unable either to secure or retain the connections or privileges necessary for the transmission of signals by means of conductors between the Customer's premises and the Central Station or between the Central Station and the Municipal Fire or Police Department and KFS shall not be liable for any damages or subject to any penalty as a result of such termination. It is understood and agreed that this Agreement may be terminated by KFS in the event that the Customer fails to follow the operating instructions provided at the time this system was installed which results in an undue number of false alarms or if the premises in which the system is installed are so modified or altered after installation as to render continuation of service impractical, or in the event of default in payment of any monies due under this Agreement. In the event of such termination, KFS will refund to the Customer any advance payments made for service to be supplied subsequent to the date of such termination less any amount still due for the sale of equipment.

CUSTOMER DUTIES - Customer will instruct all other persons who may use the system on its proper use. Customer will test the system's protective devices and send test signals to the Central Station in accordance with KFS' instructions at least monthly. If the system includes space protection (i.e. ultrasonic, microwave, infrared, photo beams, under carpet mats or other such detectors) Customer will turn off, control or remove all things such as air conditioning systems, heaters, and pets that might interfere with such devices when they are turned on. Customer will complete and give KFS an emergency information form which will include the name, telephone number and relationship of each person the CS may call in the event they believe there is an emergency at Customer's premises, and other information KFS and/or the CS may require. Customer will notify KFS in writing of any changes in the persons or telephone numbers on the emergency call list. Customer agrees that KFS and/or the CS may disclose the information on the emergency information form to any governmental agency having jurisdiction over the use and operation of the system. IF THE SYSTEM INCLUDES ANY WIRELESS DEVICES, Customer will replace the batteries as indicated by the system, and at least as frequently as specified by manufacturer instructions.

6. IT IS UNDERSTOOD THAT KFS IS NOT AN INSURER, THAT IT SHALL SPECIFICALLY BE THE OBLIGATION OF CUSTOMER TO PURCHASE ANY INSURANCE WHICH CUSTOMER DESIRES TO PROTECT ITSELF FROM LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES OR CONSEQUENCES THEREFROM, WHICH THE SERVICE OR SYSTEM IS DESIGNED TO DETECT OR AVERT.

THE AMOUNTS PAYABLE TO KFS HEREIN UNDER ARE BASED UPON THE VALUE OF THE SERVICES AND THE SCOPE OF LIABILITY AS HEREIN SET FORTH AND ARE UNRELATED TO THE VALUE OF THE CUSTOMER'S PROPERTY OR PROPERTY OF OTHERS LOCATED IN CUSTOMER'S PREMISES. KFS MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICES SUPPLIED, WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM WHICH THE SYSTEM OR SERVICES IS DESIGNED TO DETECT. IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF KFS TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER. THE CUSTOMER DOES NOT DESIRE THIS CONTRACT TO PROVIDE FOR FULL LIABILITY OF KFS AND AGREES THAT KFS SHALL BE EXEMPT FROM LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES, OR CONSEQUENCES THEREFROM WHICH THE SERVICE OR SYSTEM IS DESIGNED TO DETECT OR AVERT. THAT IF KFS SHOULD BE FOUND LIABLE FROM LOSS, DAMAGE OR INJURY DUE TO A FAILURE OF SERVICE OR EQUIPMENT IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR \$500.00, WHICHEVER IS GREATER, AS THE AGREED UPON DAMAGES AND NOT AS A PENTALTY, AS THE EXCLUSIVE REMEDY, AND THAT THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY IF LOSS, DAMAGE OR INJURY, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS CONTRACT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF KFS, ITS AGENTS OR EMPLOYEES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST KFS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION THEREFORE. IF THE CUSTOMER DESIRES KFS TO ASSUME A GREATER LIABILITY, KFS SHALL AMEND THIS AGREEMENT BY ATTACHING A RIDER SETTING FORTH THE AMOUNT OF ADDITIONAL LIABILITY AND THE ADDITIONAL AMOUNT PAYABLE BY THE CUSTOMER FOR THE ASSUMPTION BY KFS OF SUCH GREATER LIABILITY PROVIDED. HOWEVER, THAT SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD KFS AS AN INSURER. IN THE EVENT ANY PERSON NOT A PARTY TO THIS AGREEMENT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST KFS FOR FAILURE OF ITS EQUIPMENT OR SERVICE IN ANY RESPECT, CUSTOMER AGREES TO INDEMNIFY AND HOLD KFS HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES.

SO FAR AS IT IS PERMITTED BY CUSTOMER'S PROPERTY INSURANCE COVERAGE, CUSTOMER HEREBY RELEASES, DISCHARGES AND AGREES TO HOLD KFS HARMLESS FROM ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES OR EXPENSES, ARISING FROM OR CAUSED BY ANY HAZARD COVERED BY INSURANCE IN OR ON THE CUSTOMER'S PREMISES WHETHER SAID CLAIMS ARE MADE BY CUSTOMER, HIS AGENTS, OR INSURANCE COMPANY OR OTHER PARTIES CLAIMING UNDER OR THROUGH CUSTOMER. CUSTOMER AGREES TO INDEMNIFY KFS AGAINST AND DEFEND AND HOLD KFS HARMLESS FROM ANY ACTION FOR SUBROGATION WHICH MAY BE BROUGHT AGAINST KFS BY ANY INSURER OR INSURANCE COMPANY OR ITS AGENTS OR ASSIGNS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES. IT IS FURTHER AGREED THAT THE LIMITATIONS ON LIABILITY AND THE OBLIGATIONS OF THE CUSTOMER, EXPRESSED HEREIN, SHALL INURE TO THE BENEFIT OF AND APPLY TO ALL PARENT, SUBSIDIARY AND AFFILIATED KFS COMPANIES AS WELL AS TO FIRST ALERT PROFESSIONAL SECURITY SYSTEMS, MICHIGAN MONITORING SERVICE, AND TO ANY OTHER COMPANY WITH WHICH KFS MAY CONTRACT TO PROVIDE ANY OF THE SERVICES SET FORTH HEREIN. IF THIS AGREEMENT PROVIDES FOR A DIRECT CONNECTION TO A MUNICIPAL POLICE OR FIRE DEPARTMENT OR OTHER ORGANIZATION, THAT DEPARTMENT, OR OTHER ORGANIZATION MAY INVOKE THE PROVISIONS HEREOF AGAINST ANY CLAIMS BY THE CUSTOMER DUE TO ANY FAILURE OF SUCH DEPARTMENT OR ORGANIZATION.

7. KFS ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE EQUIPMENT, OR FOR INTERRUPTIONS OF SERVICE DUE TO STRIKES, RIOTS, FLOODS, FIRES, ACTS OF GOD OR ANY CAUSES BEYOND THE CONTROL OF KFS AND WILL NOT BE REQUIRED TO SUPPLY SERVICE TO THE CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE SHALL CONTINUE.

8. UNLESS A LONGER PERIOD IS REQUIRED, BY APPLICABLE LAW, ANY ACTION AGAINST KFS IN CONNECTION WITH THIS SYSTEM MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF THE ACTION HAS ACCRUED.



24 0-08

Mayor Jim Newberry
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Department of General Services

TO: Mayor Jim Newberry
Urban County Council Members
Joe Kelly, Senior Advisor for Management

FROM: Kimra Cole
Kimra Cole, Commissioner of General Services

DATE: April 29, 2008

SUBJECT: Approval of Parking Garage Management Contract with Republic Parking System per RFP # 4-2008

Over the past several months the Department of General Services, Central Purchasing, and the Lexington & Fayette County Parking Authority worked cooperatively in creating a Request for Proposal (RFP) to manage "on street" and "off street" parking operations. "On street" operations involve parking meter activity, residential parking programs, and enforcement, which are overseen by the Parking Authority. "Off street" operations involve the parking garages owned by LFUCG and overseen by the Department of General Services. A major goal of the RFP was to have one parking management company manage both "on street" and "off street" operations.

The Department of General Services requests that the Council authorize the Mayor to execute a contract with Republic Parking to manage LFUCG parking garages. The contract with Republic Parking for management of the "on street" operations will require approval of the Parking Authority Board. The Parking Authority Board wishes to coordinate their contract approval with the Urban County Council approval of its contract.

The following chronological events document the "selection process" associated with RFP # 4-2008—

- January 30, 2008—Advertised for receipt of RFP for managing "on street" and "off street" parking
- February 28, 2008—Received six responses: Denison Parking, Central Parking, Republic Parking, Standard Parking, Lanier Parking, and AMPCO System Parking
- February 29, 2008—Distributed responses to the Selection RFP Committee. Committee members representing LFUCG were David Loney, Brian Marcum, Kimra Cole, and Rebecca Langston. Committee members representing the Parking Authority were Gary Means, Parking Authority Board Members James Frazier and Len Cox, and Parking Authority Advisory Board Member Lance Broeking.
- March 13, 2008—Selection Committee met to discuss all six responses based on selection criteria of a) Responsiveness/Completeness of Proposal, b) Experience/Qualifications, c) Scope of Services, and d) Budget and Compensation Schedule. The Committee narrowed the original RFP responses to two companies, Central Parking and Republic Parking, which were requested to give an oral presentation on March 26, 2008.
- March 27, 2008 through April 4, 2008—Selection Committee discussed at length strengths and weaknesses associated with Central Parking's and Republic Parking's original RFP responses and their oral presentations.

HORSE CAPITAL OF THE WORLD

200 East Main Street Lexington, KY 40507 (859) 258-3900 Fax (859) 258-3909

April 29, 2008

24 0-08

The Selection Committee chose Republic Parking to manage both "on street" and "off street" parking operations for the City of Lexington. The goal is to have contracts in place with Republic Parking for work to start July 2008; therefore, the costs associated with this contract are reflected in the FY 2009 proposed budget as follows-----

Garage	Fund	Department	FY 2009 Proposed Budget less Utilities
Phoenix	1101	707104	\$55,850
Annex & Courthouse	4022	707104	\$320,970
Victorian Square & Transit Center	4161	707104	\$480,690

The Parking Authority Board wishes to coordinate their contract approval with the Urban County Council approval of its contract.

Summary of contract terms and conditions with Republic Parking for managing our garages---

- Initial term is for three years with two one-year renewal options
- Goal is to have contract begin July 1, 2008
- Annual contract costs are management fees of \$30,000 plus all approved ordinary direct operating expenses
- An incentive management fee of 7.25% associated with new revenue growth over a mutually agreed upon baseline

If you have any questions, please let us know.

- cc. Rebecca Langston, Urban County Council Administrator
Brian Marcum, Director of Central Purchasing
Gary Means, Executive Director of Lexington-Fayette County Parking Authority
Lexington-Fayette County Parking Authority Board Members
David Loney, Administrative Officer Department of General Services



24 1-08

Mayor James Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Division of Parks and Recreation

To: Mayor Jim Newberry
Urban County Council Members

From: Jerry E. Hancock, Director of Parks and Recreation *J. Hancock*

Date: April 23, 2008

Subj: Proposed Raven Run Nature Center Contract

Attached are signed copies of the proposed contract with Pohl+Rosa+Pohl Architects for professional services to assist Parks and Recreation in the bidding and to oversee construction of the new nature center at Raven Run nature Sanctuary.

The contracts, based on American Institute of Architects standard language, have been reviewed by the Department of Law and approved by them. The contracts need to be approved by the Urban County Council.

Commencement of construction is planned for the summer of 2008 and should last 18 months from the time the Notice to Proceed is given. The compensation to the architect is \$22,584.00 and is budgeted. Additional services shall be based on hourly rates at \$120/hr for Principals and \$95.00 for Associates, and \$50/hr for staff as needed.

Please do not hesitate to call me with any additional questions.

RECEIVED

APR 28 2008

GENERAL SERVICES
COMMISSIONER'S OFFICE

HORSE CAPITAL OF THE WORLD

AIA® Document B101™ – 2007

241-08

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the SEVENTEENTH day of APRIL
 in the year of TWO THOUSAND AND EIGHT
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

Lex. Fayette Urban County Govt.
 469 Parkway Drive
 Lexington, KY 40504

This document has important legal
 consequences. Consultation with
 an attorney is encouraged with
 respect to its completion or
 modification.

and the Architect:

(Name, address and other information)

Pohl Rosa Pohl
 620 Euclid Avenue #200
 Lexington, KY 40502

for the following Project:

(Name, location and detailed description)

Raven Run Tourist & Visitor Ed. **CENTER**
 5888 Jacks Creek Road
 Lexington, KY 40515-9536

The Owner and Architect agree as follows.

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- 6 COST OF THE WORK
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- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- 1. Commencement of construction date: **SUMMER 2008**
- 2. Substantial Completion date: **18 MONTHS FROM NOTICE TO PROCEED**

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall

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perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- 1 General Liability \$2,000,000.00
- 2 Automobile Liability \$1,000,000.00 (COVERED UNDER ARCHITECT'S GENERAL LIABILITY)
- 3 Workers' Compensation \$100,000.00 / \$500,000.00 / \$100,000.00
- 4 Professional Liability \$250,000.00 SEE ADDENDUM

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

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§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

~~§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.~~

~~§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.~~

~~§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.~~

~~§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.~~

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

~~§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.~~

~~§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by~~

- ~~1. procuring the reproduction of Bidding Documents for distribution to prospective bidders;~~
- ~~2. distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;~~
- ~~3. organizing and conducting a pre-bid conference for prospective bidders;~~
- ~~4. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and~~
- ~~5. organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.~~

AIDING
THE OWNER
IN

~~§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.~~

§ 3.5.3 NEGOTIATED PROPOSALS

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by~~

- ~~1. procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;~~
- ~~2. organizing and participating in selection interviews with prospective contractors; and~~
- ~~3. participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from

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Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

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§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor:
(1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment;
(2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site Evaluation and Planning (B203™-2007)		
§ 4.1.6 Building information modeling		
§ 4.1.7 Civil engineering		
§ 4.1.8 Landscape design		
§ 4.1.9 Architectural Interior Design (B252™-2007)		
§ 4.1.10 Value Analysis (B204™-2007)		
§ 4.1.11 Detailed cost estimating		
§ 4.1.12 On-site project representation		
§ 4.1.13 Conformed construction documents		
§ 4.1.14 As-designed record drawings		
§ 4.1.15 As-constructed record drawings		
§ 4.1.16 Post occupancy evaluation		
§ 4.1.17 Facility Support Services (B210™-2007)		
§ 4.1.18 Tenant-related services		
§ 4.1.19 Coordination of Owner's consultants		
§ 4.1.20 Telecommunications/data design		
§ 4.1.21 Security Evaluation and Planning (B206™-2007)		
§ 4.1.22 Commissioning (B211™-2007)		
§ 4.1.23 Extensive environmentally responsible design		
§ 4.1.24 LEED® Certification (B214™-2007)		
§ 4.1.25 Fast-track design services		
§ 4.1.26 Historic Preservation (B205™-2007)		
§ 4.1.27 Furniture, Finishings, and Equipment Design (B253™-2007)		
§ 4.1.28 Other		

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§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- 1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- 2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- 3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- 4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- 5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- 6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- 7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- 8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- 9 Evaluation of the qualifications of bidders or persons providing proposals;
- 10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- 11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- 1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- 2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- 3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- 4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- 5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- 6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

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§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

1. TWO (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
2. FIFTY (50) visits to the site by the Architect over the duration of the Project during construction
3. TWO (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
4. TWO (2) inspections for any portion of the Work to determine final completion

~~§ 4.3.4 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

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§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6: COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

1. give written approval of an increase in the budget for the Cost of the Work;
2. authorize rebidding or renegotiating of the Project within a reasonable time;
3. terminate in accordance with Section 9.5;
4. in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
5. implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The

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Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

~~§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.~~

~~§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.~~

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§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration

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~~permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

~~§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

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§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

(\$22,584.00)

TWENTY-TWO THOUSAND FIVE HUNDRED AND EIGHTY-FOUR DOLLARS

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

COMPENSATION SHALL BE BASED ON HOURLY RATES AS FOLLOWS:

PRINCIPALS (GRAHAM POHL, KRISIA ROSA, CLIVE POHL): \$120/HR; ASSOCIATES (CONTRACT ARCHITECTS): \$95/HR.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

SAME AS 11.2

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STAFF (OFFICE MANAGER, INTERNS, STAFF ARCHITECTS & DRAFTERS): \$50/HR.

RATES WILL BE ADJUSTED ANNUALLY.

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§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus TEN percent (10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase:	<u>ZERO</u>	percent (	<u>0</u>	%)
Design Development Phase:	<u>ZERO</u>	percent (	<u>0</u>	%)
Construction Documents Phase:	<u>ZERO</u>	percent (	<u>0</u>	%)
Bidding or Negotiation Phase:	<u>TWENTY-FIVE</u>	percent (	<u>25</u>	%)
Construction Phase:	<u>SEVENTY-FIVE</u>	percent (	<u>75</u>	%)
Total Basic Compensation	one hundred percent (100.00%)			

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

SEE ATTACHED EXHIBIT B

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

1. Transportation and authorized out-of-town travel and subsistence;
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
3. Fees paid for securing approval of authorities having jurisdiction over the Project;
4. Printing, reproductions, plots, standard form documents;
5. Postage, handling and delivery;
6. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
7. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
8. Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
9. All taxes levied on professional services and on reimbursable expenses;
10. Site office expenses; and
11. Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus TEN percent (10 %) of the expenses incurred.

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§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

DRAWINGS, SPECIFICATIONS & OTHER DOCUMENTS, INCLUDING THOSE IN ELECTRONIC FORM, FURNISHED BY THE ARCHITECT MAY BE USED BY THE OWNER OR OTHERS FOR ADDITIONS, MAINTENANCE, REPAIR & MODIFICATION TO THIS PROJECT OR FOR THE COMPLETION OF THIS PROJECT BY OTHERS AT NO ADDITIONAL COMPENSATION TO ARCHITECT

§ 11.10 PAYMENTS TO THE ARCHITECT**§ 11.10.1 An initial payment of**

(**\$ 2,000.00**) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

TWO THOUSAND Dollars

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid **THIRTY** **(30)** days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

18% ANNUAL PERCENTAGE RATE

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

SEE ADDENDUM

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect**
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:**

- .3 Other documents:**

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

EXHIBIT B, EXHIBIT A

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This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

Krisia Rosa

ARCHITECT (Signature)

KRISIA ROSA, PRINCIPAL

(Printed name and title)

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Exhibit A

1.1 Initial Information

The scope of this contract is to provide architectural services for the bidding and negotiation and construction administrative phases only. The Architect's representatives are: Graham Pohl and Krisia Rosa (Pohl Rosa Pohl). The Owner's representatives are: Michelle Kosieniak and Mark Morgan (Division of Parks and Recreation). An attached Addendum is incorporated and made part of this Agreement. If any provision of this Agreement conflicts with any provision of the Addendum, the provisions of the Addendum shall prevail.

Exhibit B

11.7

The hourly billing rates for services of the Architect and the Architect's Consultants are set forth below.

Architects

Principals: \$120/hour

Associates: \$95/hour

Staff: \$50/hour

Structural Engineers (bfmj)

Principals: \$150/hour

Project managers: \$110/hour

Senior design engineers: \$100/hour

Drafters: \$65/hour

Clerical: \$45/hour

Mechanical, Electrical and Plumbing Engineers (Shrout Tate Wilson)

Principals: \$95/hour

Design Engineers: \$80/hour

CADD: \$55/hour

Clerical: \$45/hour

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ADDENDUM

RAVEN RUN NATURE CENTER POHL+ROSA+POHL ARCHITECTS

PREAMBLE

SEVENTEENTH DAY OF APRIL

* **AGREEMENT** – Should be entered into effective, ~~“First Day of February~~ in the year of Two Thousand Eight.”

* **BETWEEN** – “Lexington Fayette Urban County Government, 469 Parkway Drive, Lexington, KY 40504.”

* **PROJECT** – “Raven Run Tourist and Visitors Education Center, 5888 Jacks Creek Road, Lexington, KY 40515-9536.”

ARTICLE 1 - INITIAL INFORMATION

1.1 Add the following to INITIAL INFORMATION

“The scope of this contract is to provide architectural services for the bidding, negotiation and construction administrative phases only. The architect’s representatives are: Graham Pohl and Kisia Rosa (Pohl+Rosa+Pohl). The owner’s representatives are: Michelle Kosieniak and Mark Morgan (Division of Parks and Recreation). An attached Addendum is incorporated into and made part of this Agreement. If any provision of this Agreement conflicts with any provision of the Addendum, the provisions of the Addendum shall prevail.”

1.2.1 Commencement of construction date: Summer 2008

1.2.2 Substantial Completion date: 18 months from Notice to Proceed

ARTICLE 2 - ARCHITECTS RESPONSIBILITY

Section 2.5 should be deleted and the following insurance provisions inserted:

“Prior to award of contract and commencing work, Architect shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers’ Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. **The Architect shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the Owner’s Division of Risk Management.** *The Architect shall not allow any subcontractor to*

commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Architect evidencing proof of coverages.

Without limiting Architect's indemnification requirements, it is agreed that Architect shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and *require subcontractors, if subcontracting is authorized, to procure and maintain these same policies* until final acceptance of the work by the Owner. The Owner may require Architect to supply proof of subcontractor's insurance via Certificates of Insurance.

- A. The following clause shall be added to the Architect's (and approved subcontractors) Commercial General Liability and Architects & Engineers Professional Liability (E&O) Policies:

1. "The Owner, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."

OR

2. The Architects & Engineers Professional Liability (E&O) Policy is endorsed to provide a mandatory 30 day notice of cancellation clause in lieu of "additional insured" status.

- B. The insurance to be procured and maintained and the **minimum** Limits of Liability shall be as follows, unless different Limits are specified by addendum to the Contract:

1. **COMMERCIAL GENERAL LIABILITY**, via the **Occurrence Form**, with a **\$2,000,000** Combined Single Limit for any one occurrence for Bodily Injury, Personal Injury and Property Damage, including:
 - a. Premises - Operations Coverage
 - b. Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent Consultants Protective Liability
 - f. Personal Injury
2. **AUTOMOBILE LIABILITY** insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is **\$1,000,000** Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.

3. WORKERS' COMPENSATION insuring the employers' obligations under Kentucky Revised Statutes Chapter 342. EMPLOYERS' LIABILITY with a \$100,000 Limit of Liability for Each Accident/\$500,000 Disease - Policy Limit/\$100,000 Disease - Each Employee
4. ARCHITECTS, AND ENGINEERS PROFESSIONAL LIABILITY occurrence and annual aggregate (or project) in the amount of \$1,000,000: ~~\$1,000,000~~ \$250,000:
 - a. A Professional Architects and Engineers Liability policy covering your architectural firm's general practice (a Practice policy) which includes the Contractual Liability Endorsement. Architect shall maintain such coverage for at least one (1) year after substantial completion of the construction phase of the project.

OR

- *b. Separate Project Errors and Omissions Insurance specifically insuring each Project (which includes the Contractual Liability Endorsement) and purchasing tail coverage for one (1) years after substantial completion of the construction phase of the project.

*NOTE -Please be sure when presenting your total project price under the Project Insurance Proposal that the cost for your firm's "Practice" insurance is eliminated from the overhead figures.

5. PROFESSIONAL SERVICES INSURANCE REQUIREMENT. If the Architect is authorized to subcontract portions of the work to be performed under this Contract to subcontractors relied upon principally because of the professional services rendered by their firm (such as but not limited to, surveyors, civil, structured, geotechnical, or other professional engineering services), the Architect shall also require that these subcontractors provide proof to the Architect, via a Certificate of Insurance, that the Subcontractor has purchased Professional Liability (Errors and Omissions) insurance, which includes a minimum Limit of Liability of \$1,000,000 per claim and aggregate, in addition to the other types of insurance referenced above for Subcontractors. The Architect is responsible for obtaining and maintaining copies of these Certificates of Insurance until final acceptance of work by the Owner, and for making these Certificates available to the Owner, upon request.

III. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best rating of no less than "A or better VIII", unless proper financial information relating to the Company is submitted to and approved by the Owner's Risk Management Division.

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IV. MISCELLANEOUS

- A. The Architect shall procure and maintain insurance policies as described herein and for which the Owner Department of Purchasing shall be furnished Certificates of Insurance prior to the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled or materially amended without the Owner having been provided at least (30) thirty days written notice. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the Owner's Department of Purchasing before the expiration date.
- B. Certificates of Insurance as required above shall be furnished, as called for:
 1. No later than five (5) days after the successful bidder is notified of award by the Division of Purchasing to:

Lexington Fayette Urban County Government
Division of Risk Management
200 East Main Street, Suite 925
Lexington, Kentucky 40507
 2. And at least 30 days prior to the expiration of any policy(s).
- C. Approval of the insurance by the Owner shall not in any way relieve or decrease the liability of the Architect hereunder. It is expressly understood that the Owner does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Architect."

ARTICLE 3 - SCOPE OF ARCHITECT'S BASIC SERVICES

3.2 SCHEMATIC DESIGN PHASE SERVICES

Section 3.2 shall be deleted in total.

3.3 DESIGN DEVELOPMENT PHASE SERVICES

Section 3.3 shall be deleted in total.

3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

Section 3.4 shall be deleted in total.

3.5.2 COMPETITIVE BIDDING

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Sections 3.5.2.2.3 – Sections 3.5.2.2.5 shall be prefaced with the following:

“Aiding the Owner in...”

3.5.3 NEGOTIATED PROPOSALS

Section 3.5.3 shall be deleted in total.

ARTICLE 4 - ADDITIONAL SERVICES

Section 4.3.3.1 shall begin: “Two (2)...”

Section 4.3.3.2 shall begin: “Fifty (50)...”

Section 4.3.3.3 shall begin: “Two (2)...”

Section 4.3.3.4 shall begin: “Two (2)...”

Section 4.3.4 shall be deleted in total.

ARTICLE 5 – OWNER’S RESPONSIBILITIES

~~Section 5.1 – 5.12 should be reviewed with regard to responsibilities assumed by LFUCG in reference to providing timely information to the Architect (“15 days after receipt of a written request from the Architect...”), budgetary considerations, notification of the Architect, change orders, authorized representatives, survey information, geotechnical testing, coordination of consultants, tests, inspections and reports, auditing services, errors, omissions and inconsistencies, coordination of duties and responsibilities and finally access to the project site, to ensure that those standardized terms and conditions conform to the parties understanding and LFUCG will be able to comply with those terms and conditions as the project moves forward. (Any changes which amend those provisions set forth in ARTICLE 5 should specifically be incorporated in the AIA by this ADDENDUM).~~

ARTICLE 8 - CLAIMS AND DISPUTES

Section 8.1.1 The last sentence of the sections is deleted in its entirety.

Section 8.1.2 is deleted in its entirety.

Section 8.1.3 is deleted in its entirety.

Section 8.1.4 is deleted in its entirety. ?

Section 8.2 MEDIATION is deleted in its entirety and replaced with the following:

“In an effort to resolve any conflicts that arise during or following the completion of the Project, the Owner and the Architect may first submit any dispute between them

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arising out of or relating to this Agreement to nonbinding mediation prior to resorting to litigation. The party wishing to submit any dispute to mediation shall file such a request with the other party within a reasonable time after the claim, dispute or other matter in question has arisen."

Section 8.3 ARBITRATION and CONSOLIDATION AND JOINDER is deleted in its entirety.

ARTICLE 10 – MISCELLANEOUS PROVISIONS

Section 10.1 is deleted in its entirety and replaced with the following:

"This Agreement shall be governed by the laws of the Commonwealth of Kentucky."

ARTICLE 11 – COMPENSATION

Section 11.1 shall include the following:

"Twenty-Two Thousand Five Hundred and Eighty Four Dollars (\$22,584.00)"

Section 11.2 shall include the following:

"Compensation shall be based on hourly rates as follows:

- *Principals (Graham Pohl, Krisia Rosa, Clive Pohl)
\$120 per hour
- *Associates (Contract Architects) \$95 per hour
- *Staff (Office Manager, Interns, Staff Architects
and Drafters) \$50 per hour

Rates will be adjusted annually"

"Section 11.2 shall also include the following:

"Compensation shall be based on hourly rates as follows:

- *Principals (Graham Pohl, Krisia Rosa, Clive Pohl)
\$120 per hour
- *Associates (Contract Architects) \$95 per hour
- *Staff (Office Manager, Interns, Staff Architects
and Drafters) \$50 per hour

Rates will be adjusted annually"

Section 11.4 shall include:

"Ten percent (10%)"

Section 11.7 shall include:

"See attached Exhibit B"

Section 11.8.2 shall include:

"Ten percent (10%)"

Section 11.9 COMPENSATION FOR USE OF
ARCHITECTS INSTRUMENTS OF SERVICE

Shall be replaced with the following:

Amended at the end to provided that drawings, specifications and other documents, including those in electronic form, furnished by the Architect may be used by the Owner or others for additions, maintenance, repair and modification to this project or for completion of the project by others at no additional compensation to the Architect. Anything in paragraph to the contrary is deleted. [Suggested language]

~~Section 11.10.1 is deleted in its entirety.~~

Section 11.10.2 shall include "Thirty (30) days" and rate of monthly or annual interest shall be "18% Annual Percentage Rate"

ARTICLE 13 - SCOPE OF AGREEMENT

Section 13.2.3 shall include:

"See attached Exhibit B" ~~EXHIBIT~~ **A**

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