



**CITY COMMISSION MEETING
AGENDA FOR AUGUST 27, 2019
5:30 PM
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET**

*Any member of the public who wishes to make comments to the Board of Commissioners is asked to fill out a Public Comment Sheet and place it in the box located at the end of the Commissioner's desk on the left side of the Commission Chambers. The Mayor will call on you to speak during the **Public Comments** section of the Agenda.*

ROLL CALL

INVOCATION Dr. Laurie Ballew - Temple Israel

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

Items on the Consent Agenda are considered to be routine by the Board of Commissioners and will be enacted by one motion and one vote. There will be no separate discussion of these items unless a Board member so requests, in which event the item will be removed from the Consent Agenda and considered separately. The City Clerk will read the items recommended for approval.

	I. <u>CONSENT AGENDA</u>
	A. Approve Minutes for August 13, 2019
	B. Receive & File Documents
	C. Personnel Actions
	D. Approve Contract For Services with Sprocket, Inc., for the continued operation of a Maker Space and the Provision of Entrepreneurial Development Services in the amount of \$50,000 - J ARNDT
	E. Approve Contract For Services with Luther F. Carson Four Rivers Center., Inc., to provide a youth performance schedule with their "Class Act" series, in the amount of \$60,000 - J ARNDT
	F. Approve Contract For Services with the Paducah Transit Authority for the continued operation to provide public transportation, handicap accessible transportation, and trolley services in the amount of \$215,000 - J ARNDT
	G. Approve Contract For Services with Paducah Junior College, Inc., in the amount of \$125,000. This funding will be used to provide tuition scholarships to Paducah and McCracken County Students who meet prescribed standards - J ARNDT
	H. Approve Contract For Services with the Barkley Regional Airport Authority for the continued general aviation and air carriers services to the citizens of McCracken County and surrounding regions in the amount of \$120,000 to be paid in quarterly installments - J ARNDT

		I. Approve Contract For Services with GPEDC, Inc., to promote investment and economic development in the Paducah area as well as supporting entrepreneurs and business development in the community. This contract is in the amount of \$250,000, and shall be paid in four quarterly installments - J ARNDT
		J. Approve Municipal Order for the purchase of Seven (7) Police Pursuit Rated SUVs from Linwood Motors in the amount of \$255,625. R MURPHY
		K. Authorize Tommy Thompson to apply for a state historic marker for the Noble Park Amphitheatre honoring Walter "Dub" Beasley - M THOMPSON
		L. 2019 Edward Byrne Memorial Justice Accountability Grant (JAG) Application Interlocal Agreement between City of Paducah and McCracken County Fiscal Court - B LAIRD
	II.	<u>MUNICIPAL ORDER(S)</u>
		A. Approve an AIA Agreement with Lose & Associates, Inc. in a total base fee amount of \$1,120,800 for design and construction management services for a new indoor recreation and aquatics facility - J ARNDT
	III.	<u>ORDINANCE(S) - ADOPTION</u>
		A. Approve JSA Easement between Hansen Road and Pecan Drive - JOHN HODGES
		B. Amend Code of Ordinances Section 2-315 to Lower the Age Qualification For Firefighters - S KYLE
		C. Change Orders #6 & #7: City Hall Phase I Improvement Construction Project in the amount of \$5,686.00 - R MURPHY
	IV.	<u>ORDINANCE(S) - INTRODUCTION</u>
		A. Amend Code of Ordinances Section 2-145 - J ARNDT
		B. Closure of a portion of Mayfair Place between Sherwood Road and Marlborough Way - R MURPHY
	V.	<u>COMMENTS</u>
		A. Comments from the City Manager
		B. Comments from the Board of Commissioners
		C. Comments from the Audience
	VI.	<u>EXECUTIVE SESSION</u>

August 13, 2019

At a Regular Meeting of the Board of Commissioners, held on Tuesday, August 13, 2019, at 5:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Harless presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).

INVOCATION

Nathan Joyce with Heartland Worship Center gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Harless led the pledge.

EMPLOYEE INTRODUCTION

Planning Director Tammara Tracy introduced Kathryn Byers who is now serving as the City's Business Development Specialist.

PRESENTATION(S)

PARTAKE IN PADUCAH ECONOMIC DEVELOPMENT EFFORTS

The following summary is provided by Public Information Officer Pam Spencer.

Bradley James with Socially Present, a local marketing company, provided the Paducah Board of Commissioners an overview of the Partake in Paducah campaign and its relationship to Greater Paducah Economic Development's Forward Paducah plan. A couple of the tactics in the Forward Paducah plan are to build a unified brand identity for the Paducah area and raise awareness of the career and lifestyle amenities in this region. In addition to its website, Partake in Paducah can be found on Facebook and Instagram. Marketing efforts include a presence on Tanager Advertising, the Hibbs Insurance billboard on Lone Oak Road, and the westkentuckystar.com website. Partake in Paducah is full of stories of Paducah's history, people, and culture with the goals of job creation and recruitment. James explained that Partake in Paducah has various partners assisting with the marketing costs. He ended the presentation with an invitation for the City of Paducah to become a funding partner.

CONSENT AGENDA

Mayor Harless asked if the Board wanted any items on the Consent Agenda removed for separate consideration. Commissioner Abraham asked that item I(D) Personnel Actions be removed for separate consideration. Mayor Harless asked the City Clerk to read the remaining items on the Consent Agenda.

I(A)	Approve Minutes for July 23, 2019 Board of Commissioners Meetings
I(B)	Receive & File Documents <u>Minute File:</u> 1. Right-of-Way Bond – Atlas Cube, LLC 2. Certificate of Liability Insurance – Atlas Cube, LLC 3. Certificate of Liability Insurance – AST Environmental, Inc. <u>Deed File:</u> 1. Deed of Conveyance – City of Paducah to Jonathan Seth and Tabitha Hope Manea – 2901 Virginia Street – MO #2244 2. Deed of Conveyance – City of Paducah to Riffle C. and Karen F. Turner – 625

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	North 6th Street – MO #2245 3. Deed of Conveyance – City of Paducah to Wiley Wilson – 1737 Martin Luther King, Jr. Blvd. – MO #2246 4. Deed of Conveyance – City of Paducah to James M. Morgan – 2106 Yeiser Street MO #2248 5. Commissioner’s Deed – 623 McKinley Street 6. Commissioner’s Deed (Deed of Correction) – 318-324-326 Broadway Street <u>Contract File:</u> 1. Contractor’s Application and Certificate for Payment – Danny Cope – MO #2262 2. Contract For Services – Paxton Park Golf Board – MO #2263 3. Amended and Restated Sublease – Seamen’s Church and American Bureau of Shipping (ABS) – ORD #2019-6-8581 4. Agreement between City of Paducah and HDR Engineering – Phase I Environmental Site Assessment – Downtown – MO #2243 5. Contract For Services – Brooks Stadium Commission – Signed by CM <u>Financials File:</u> 1. Forest Hills Village, Inc. – Financial Statements year ended May 31, 2019 2. Paducah Water – Financial Highlights Period ending June 30, 2019 <u>Bids</u> 1. Roof Replacement Project – Police Annex Minter Roofing Company - \$29,230* Recommended for Acceptance Atlas Roofing - \$30,585
I(C)	Reappointment of Edward Narozniak to the Municipal Housing Commission. This term shall expire July 22, 2023.
I(D)	Personnel Actions (REMOVED FROM CONSENT AGENDA FOR SEPARATE CONSIDERATION)
I(E)	A MUNICIPAL ORDER ACCEPTING A 2019 COMMUNITY DEVELOPMENT BLOCK GRANT IN THE AMOUNT OF \$200,000 THROUGH THE DEPARTMENT FOR LOCAL GOVERNMENT FOR THE FOUR RIVERS RECOVERY CENTER AND AUTHORIZING THE MAYOR TO EXECUTE ALL REQUIRED GRANT AWARD DOCUMENTS (MO # 2267 BK 11)
I(F)	A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF A KENTUCKY DEPARTMENT FOR LIBRARIES AND ARCHIVES GRANT THROUGH THE KENTUCKY LOCAL RECORDS BRANCH FOR THE CITY CLERK’S OFFICE TO BE USED TO DIGITIZE AND CONVERT TO MICROFILM PERMANENT RECORDS AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT APPLICATION AND AGREEMENT AND ALL

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	DOCUMENTS RELATED TO SAME (MO # 2268 BK 11)
I(G)	A MUNICIPAL ORDER APPROVING THE EXECUTION OF A GRANT APPLICATION TO OBTAIN A 2019-2020 EDWARD BYRNE MEMORIAL JUSTICE ACCOUNTABILITY GRANT, THROUGH THE U.S. DEPARTMENT OF JUSTICE, IN THE AMOUNT OF \$11,280.00, TO BE USED BY THE PADUCAH POLICE DEPARTMENT FOR THE PURCHASE OF HAND HELD RADIOS (MO # 2269 BK 11)
I(H)	A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF A KENTUCKY DEPARTMENT FOR LIBRARIES AND ARCHIVES GRANT THROUGH THE KENTUCKY LOCAL RECORDS BRANCH FOR THE PURCHASE OF SERVICES RELATED TO DIGITIZING FELONY CASE FILES FOR THE PADUCAH POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT AND ALL DOCUMENTS RELATED TO SAME (MO # 2270 BK 11)
I(I)	A MUNICIPAL ORDER AUTHORIZING THE CITY MANAGER TO MAKE A MONETARY CONTRIBUTION FOR ECONOMIC DEVELOPMENT TO SPROCKET, INC, IN THE AMOUNT OF \$50,000, TO BE USED AS ADDITIONAL LOCAL MATCHING FUNDS FOR THE KENTUCKY CABINET FOR ECONOMIC DEVELOPMENT'S INNOVATION OFFICE REGIONAL INNOVATION FOR STARTUPS AND ENTREPRENEURS (RISE) PROGRAM (MO # 2271 BK 11)

Mayor Harless offered motion, seconded by Commissioner Wilson, that the items on the consent agenda be adopted as presented.

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).

MOTION

TABLE PERSONNEL ACTIONS

Mayor Harless offered motion, seconded by Commissioner Wilson, to table Personnel Actions until later in the meeting.

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson, Mayor Harless (5).

ORDINANCE(S) – ADOPTION

REPEAL CODE OF ORDINANCES CHAPTER 78 PERSONNEL SECTION 5 GRIEVANCES

Commissioner Abraham offered motion, seconded by Commissioner McElroy, that the Board of Commissioners adopt an ordinance entitled, “AN ORDINANCE REPEALING CHAPTER 78, SECTION 78-5, GRIEVANCE PROCEDURES, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY.” This ordinance is summarized as follows: City Manager implemented Administrative Policy HR43 Employee Concerns to establish and define the process through which workplace concerns not governed under a collective bargaining agreement or departmental workplace policies may be addressed and resolved for all employees of the City. This ordinance is being enacted to repeal Code Section 78-5 in its entirety and employees shall be directed to follow the process outlined in the Employee Concerns policy.

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Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson, Mayor Harless (5).
(ORD # 2019-8-8584 BK 35)

ORDINANCE(S) – INTRODUCTION

APPROVE JSA EASEMENT BETWEEN HANSEN ROAD AND PECAN DRIVE

Commissioner McElroy offered motion, seconded by Commissioner Abraham, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND PADUCAH MCCRACKEN COUNTY JOINT SEWER AGENCY FOR AN AREA LOCATED BETWEEN HANSEN ROAD AND PECAN DRIVE IN ORDER TO ALLOW FOR THE CONNECTION OF AN EXISTING SANITARY SEWER INTERCEPTOR LINE TO A WET WEATHER TANK.” This ordinance is summarized as follows: This ordinance authorizes the execution of a Sanitary Sewer Easement and Temporary Construction Easement between the City of Paducah and Paducah McCracken County Joint Sewer Agency for and in consideration of One dollar and no cents (\$1.00) for an area located between Hansen Road and Pecan Drive.

**AMEND CODE OF ORDINANCES SECTION 2-315 TO LOWER THE AGE
QUALIFICATION FOR FIREFIGHTERS**

Commissioner Watkins offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AMENDING SECTION 2-315 OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH.” This ordinance is summarized as follows: This Ordinance sets forth the qualifications for employment as a firefighter in the City of Paducah’s Fire Department. It is amended to lower the minimum age requirement from twenty-one (21) to nineteen (19) years old.

**APPROVE CHANGE ORDERS NO. 6 & 7 FOR CITY HALL PHASE I IMPROVEMENT
CONSTRUCTION PROJECT**

Commissioner Wilson offered motion, seconded by Commissioner Watkins, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE APPROVING CHANGE ORDERS NO. 6 & 7 WITH A & K CONSTRUCTION FOR A PRICE INCREASE IN THE AMOUNT OF \$5,686.00 FOR THE CITY HALL PHASE I PROJECT.” This Ordinance is summarized as follows: the City of Paducah approves Change Orders No. 6 & No. 7 to the contract with A & K Construction for the City Hall Phase I project. Change Order No. 6 decreases the contract cost by \$960.00 for plants that were purchased and not needed and approves Change Order No. 7 which increases the contract by \$6,646.00 for EPDM Pond Liners for the atrium planters for a net increase to the contract in the amount of \$5,686.00, and a total contract price of \$4,170,971.00 and authorizes the Mayor to execute the change orders.

**AUTHORIZE AN INTERLOCAL AGREEMENT WITH MCCRACKEN COUNTY,
PADUCAH CONVENTION AND VISITORS BUREAU, JULIAN CARROLL CONVENTION
CENTER, AND MCCRACKEN COUNTY TOURISM SPORTS COMMISSION**

Commissioner Abraham offered motion, seconded by Commissioner McElroy, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE OF THE CITY OF PADUCAH,

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KENTUCKY, AUTHORIZING AND APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY, THE COUNTY OF MCCRACKEN, KENTUCKY, THE PADUCAH- MCCRACKEN COUNTY TOURIST AND CONVENTION COMMISSION, THE PADUCAH-MCCRACKEN COUNTY CONVENTION CENTER CORPORATION, AND THE MCCRACKEN COUNTY SPORTS TOURISM COMMISSION TO ESTABLISH RESPECTIVE RIGHTS AND DUTIES RELATED TO TOURISM, CONVENTION, AND RECREATION ACTIVITIES AND TO MEMORIALIZE ARRANGEMENTS FOR THE ALLOCATION OF THE TRANSIENT ROOM TAXES WITHIN THE CITY OF PADUCAH AND MCCRACKEN COUNTY.” This ordinance is summarized as follows: This ordinance authorizes the execution of an Interlocal Agreement between the City, McCracken County, the Paducah- McCracken County Tourist and Convention Commission, the Paducah-McCracken County Convention Center Corporation and the McCracken County Sports Tourism Commission for the purpose of establishing rights and duties related to tourism, convention and recreation activities and to memorialize their arrangements for the allocation of the transient room taxes in order to provide for the orderly payment and retirement of existing liabilities and to provide for the orderly payment and allocation of the taxes collected.

ACCEPT ASSETS AND APPOINTING AUTHORITY OF THE TOURIST AND CONVENTION COMMISSION AND AMEND CODE OF ORDINANCES SECTIONS 2-441 & 2-445

Commissioner McElroy offered motion, seconded by Commissioner Abraham, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE ACCEPTING THE ASSETS AND APPOINTING AUTHORITY OF THE PADUCAH-MCCRACKEN COUNTY TOURIST AND CONVENTION COMMISSION AND RENAMING SAME AND AMENDING CHAPTER 2, ARTICLE VI, DIVISION 5 OF THE CITY OF PADUCAH CODE OF ORDINANCES.” This ordinance is summarized as follows: This ordinance renames the Paducah McCracken County Convention & Visitors Bureau to be identified as the Paducah Convention and Visitors Bureau (“the Bureau”). The Bureau shall continue to own all of its assets and liabilities without the participation or involvement of McCracken County. This ordinance authorizes the City of Paducah to accept sole appointing authority for the Bureau. All current and existing board members shall remain on the board for the duration of their current terms and thereafter, be appointed pursuant to the applicable section(s) of Kentucky Revised Statutes. The City shall act as the sole governing body for purposes of KRS 91A.350-91A.392. Further, this ordinance amends Paducah Code of Ordinances Sections 2-441 & 2-445 to reflect aforementioned changes.

ESTABLISH THE CITY OF PADUCAH TRANSIENT ROOM TAX

Commissioner Watkins offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an ordinance entitled, “AN ORDINANCE ESTABLISHING THE CITY OF PADUCAH TRANSIENT ROOM TAX.” This ordinance is summarized as follows: This ordinance establishes the procedures for the collection, use, disbursements, and enforcement of the transient room tax. A tax of 3% will be levied for use by the Paducah Convention and Visitors Bureau, for the purpose of financing the operation of the Bureau. A tax of 1% will be levied for use by the Convention Center Corporation for the purpose of financing the operation of the Convention Center. Implementation of this ordinance shall occur only upon the execution of the Interlocal Agreement entered into between the City of Paducah, McCracken County, the Paducah-McCracken County Convention and Visitors

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Bureau, the McCracken County Sports Tourism Commission, and the Convention Center Corporation. The full text of each section that imposes taxes or fees shall be published in accordance with KRS 83A.060.

MOTION

TAKE FROM THE TABLE PERSONNEL ACTIONS

Mayor Harless offered motion, seconded by Commissioner Wilson, that the Board of Commissioners take from the table Personnel Actions for August 13, 2019.

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson, Mayor Harless (5).

MOTION

ADOPT PERSONNEL ACTIONS

Mayor Harless offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt Personnel Actions for August 13, 2019.

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson, Mayor Harless (5).

DISCUSSION

STRATEGIC PLAN UPDATE

The following summary is provided by Public Information Officer Pam Spencer.

Assistant City Manager Michelle Smolen provided the Paducah Board of Commissioners an overview of the engagement initiatives that are being launched this week for the Strategic Plan also known as Our Paducah. The website (<https://ourpaducah.us>) was made visible today which provides updates on the plan's objectives and outlines how each objective can be categorized into one of four vision statements: Our Growth; Our Community; Our Engagement; and Our Culture. Also, a full copy of the strategic plan book can be downloaded from the website. Smolen will be distributing the plan book and posters around the community. Also included in the launch is a welcome message from the Paducah Board of Commissioners and City Manager Jim Arndt. To view the video, visit <https://youtu.be/S2OV6aIHrQU>.

Smolen also invited the community to attend the Our Paducah 101 presentation that she and City Manager Jim Arndt will be presenting Thursday at 7 p.m. at the McCracken County Public Library. This is a free event as part of the Library's 101 series.

COMMENTS

CITY MANAGER COMMENTS

- City Hall Selfie Day will be Thursday, August 15, 2019. Residents are invited to come to City Hall from 8:00 a.m. to 10:00 a.m. to take a selfie with the City Manager
- Sprocket monies that were committed in FY19 were not able to be released in FY19. These funds have not been spent, but since the City must close out the 2019 fiscal year, an authorization will be brought back to the Commission to release the funds in the 2020 fiscal year.

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- The City will have representatives at the Paducah Chamber of Commerce Small Business Seminar on August 21st to give a presentation on the New Day Initiative.
- On August 14th the City will host its first Kick-Start Meetings.
- City Hall is hosting an arts exhibit September 5 through the end of October called *The Makings of a Master: Kentucky Folk Art Apprenticeships*.

COMMISSION COMMENTS

- Commissioner Wilson the National Clean-up meeting is being hosted in Paducah. Commissioner Wilson thanked everyone who came by to meet them.
- Mayor Harless mentioned the upcoming Jetton School Project. They will be applying for Kentucky Housing Authority tax credits to do a rehabilitation project on the Jetton School apartment complex.

PUBLIC COMMENTS

- Randy Beeler spoke about history.
- Gil Arterburn spoke about fairwell.
- Russ Hobbs spoke about concerns with upcoming events.
- Alvin Moore spoke about the 63rd anniversary of the motto “In God We Trust.”
- Tom Simpson spoke about accountability.
- Matthew Gloya spoke about the invocation.
- Ron Ward spoke about parks.

ADJOURN

Mayor Harless offered motion, seconded by Commissioner Wilson, to adjourn the meeting. All in favor.

Meeting ended at approximately 7:16 p.m.

ADOPTED: August 27, 2019

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

August 27, 2019

Deed File:

1. Commissioners Deed – 1130 North Tenth Street
2. Commissioner's Deed – 1200 Salem Avenue

Contract File:

1. Agreement between the City of Paducah and Four Rivers Behavioral Health – Center Point Recovery CDBG MO #2267
2. Contract For Services – Uppertown Heritage Foundation (Metropolitan Hotel) CM signed
3. Trail of Tears National Historic Trail – Partnership Certification Agreement – Paducah Waterfront Historic Site
4. Agreement between City of Paducah and HDR Engineering, Inc., - Greenway Trail Pedestrian Bridge – Bog Leeper Footbridge Project – Signed by CM

Financials File:

1. WKCTC Television Department Annual Report July 2018-June 2019
2. City of Paducah – June 2019 Investment Summary

Bids

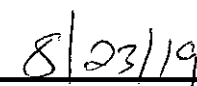
1. Seven Police Pursuit Rated SUV's
 - (a) Linwood Motors *Recommended Bid for acceptance \$255,625
 - (b) Freedom Dodge
 - (c) Jeff Wyler Chrysler
 - (d) Gillie Hyde Auto Group
2. Three ZTR Mowers
 - (a) Trovers Outdoor (4 bids)*Recommended bid for acceptance \$25,677
 - (b) Hutson, Inc.
 - (c) Heartland Outdoor
 - (d) Tread's & Auto

CITY OF PADUCAH
August 27, 2019

Upon the recommendation of the City Manager, the Board of Commissioners of the City of Paducah order that the personnel changes on the attached list be approved.



City Manager's Signature



Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
August 27, 2019**

<u>NEW HIRES - FULL-TIME (F/T)</u>					
<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Weems, James	Assistant Recreation Specialist	\$14.00/hr	NCS	Non-Ex	September 12, 2019
<u>FINANCE</u>					
Gipson, Erica	Revenue Tech I	\$15.00/hr	NCS	Non-Ex	August 29, 2019
Dunn, Kamra	Accountant	\$18.93/hr	NCS	Ex	September 3, 2019
<u>POLICE-OPERATIONS</u>					
Jackson, Victoria L.	Telecommunicator	\$13.98/hr	NCS	Non-Ex	September 12, 2019
<u>ADMINISTRATION</u>					
Wilson, Ty	Grant Administrator	\$20.30/hr	NCS	Ex	September 12, 2019

<u>NEW HIRES - PART-TIME (P/T)/TEMPORARY/SEASONAL</u>					
<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
McCann, Jennifer	Recreation Leader-Class Instructor	\$17.00/hr	NCS	Non-Ex	August 29, 2019

<u>PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS</u>					
	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
<u>PARKS SERVICES</u>					
Boyarski, Zachary P.	Recreation Leader \$11.00/hr	Assistant Recreation Specialist \$14.60/hr	NCS	Non-Ex	August 29, 2019

<u>TERMINATIONS - FULL-TIME (F/T)</u>			
<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Burk, Brian	Laborer	Resignation	August 13, 2019

Agenda Action Form

Paducah City Commission

Meeting Date: August 27, 2019

Short Title: Approve Contract For Services with Sprocket, Inc., for the continued operation of a Maker Space and the Provision of Entrepreneurial Development Services in the amount of \$50,000 - **J ARNDT**

Category: Municipal Order

Staff Work By: Claudia Meeks

Presentation By: James Arndt

Background Information: This Municipal Order authorizes the Mayor to enter into an agreement with Sprocket, Inc., for the continued operation of a Maker Space and the delivery of entrepreneurial development services.

Does this Agenda Action Item align with a Strategic Plan Action Step? Yes

If yes, please list the Action Step Item Codes(s): E1, E7, E8

Funds Available: Account Name: Investment Fund

Account Number: 2400 0401 523070 ED0115

Staff Recommendation: Approve the Contract for Services with Sprocket, Inc.

Attachments:

1. Sprocket FY20 Contract
2. contract-Sprocket FY20

CONTRACT FOR SERVICES

This Contract for Services, effective this ____ day of _____, 2019, by and between the **CITY OF PADUCAH** ("City") and **SPROCKET INC.** ("Sprocket"), a Kentucky non-profit corporation.

WHEREAS, Sprocket, Inc is a non-profit 501(c)3 makerspace. Sprocket is a place to create and develop innovative programs for education, entrepreneurship, and community learning.

WHEREAS, the services of Sprocket as described herein are for the direct benefit of the citizens of Paducah; and

WHEREAS, promoting entrepreneurialism which fosters development of the local workforce and the economy of Paducah serves a valid public purpose; and

WHEREAS, the City desires to contract with Sprocket for the services to be described herein under the terms and conditions set forth in this Contract for Services.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants as herein set forth, the parties do covenant and agree as follows:

SECTION 1: TERM The term of this Contract for Services shall be from the effective date of the contract through June 30, 2020.

SECTION 2: TERMINATION Either party may terminate this Contract for Services upon failure of any party to comply with any provision of this agreement provided such party notifies the other in writing of such failure and the breaching party fails to correct the breach within thirty (30) calendar days of the notice.

SECTION 3: OPERATIONS PAYMENT In consideration of the administrative and operational costs including compensation for personnel who carry out the objectives and services of Sprocket and for the services described herein, City shall pay Sprocket the sum of Fifty Thousand Dollars (\$50,000) to be paid no later than November 1, 2019.

SECTION 4: CHECK PRESENTATION – The City of Paducah and Sprocket, Inc., will coordinate a check presentation celebrating this monetary assistance at a mutually convenient time and place.

SECTION 5: OBJECTIVES AND SERVICES Sprocket shall perform the following services for and on behalf of the City in consideration for the payment described above:

- Operate a maker's space located at 3121 Broadway. Sprocket will furnish the personnel, programming, space, tools and various technologies for education, community learning entrepreneurial development.
- For the costs and expenses incurred in the promotion and operation of the Sprocket facility including compensation of personnel, utilities, insurance and other expenses.

- Design, promote, and host workshops, events and speakers intended to promote and develop an entrepreneurial ecosystem in the Paducah area. These may include *Makers Meetup*, *Start-up Stories* and *Tech On Tap*.
- Continue the development of a larger and more permanent space to expand the reach and programming of the maker space.
- Act as the local entrepreneurial development liaison to the Kentucky Cabinets for Economic Development and Workforce Development as well as other regional educational and economic development organizations.
- Post an 8.5" by 11" sign in the facility that states, "Sprocket is funded, in part, by a grant from the City of Paducah."
- Publish an annual report.
- Leverage the City's contribution to pursue grant funding from various nonprofit, private, and governmental authorities.

SECTION 6: ACCOUNTING

- (A) Sprocket shall conduct all accounting, payroll, and fiscal management. Sprocket shall make regular reports of expenditures to ensure such expenditures are proper.
- (B) City shall have the right to inspect the operations of Sprocket, including reviewing its books, records, ledgers, or other documents, without prior notice of said inspection.
- (C) Sprocket shall supply an annual financial audit to the City within two (2) weeks of its completion.

SECTION 7: ENTIRE AGREEMENT This Contract for Services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

SECTION 8: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to Sprocket are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all moneys not properly accounted.

Witness the signature of the parties as of the year and date first written above.

CITY OF PADUCAH

Brandi Harless, Mayor

SPROCKET, INC.

Name

Title;

Suzanne Clark

Interim Director

Suzanne Clinton

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE
A CONTRACT WITH SPROCKET, INC. IN THE AMOUNT OF \$50,000 FOR
MAKER SPACE AND ENTREPRENEURIAL DEVELOPMENT SERVICES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract
with Sprocket, Inc. in the amount of \$50,000 payable in one annual installment, for
providing maker space and entrepreneurial development services. This contract shall
expire June 30, 2020.

SECTION 2. This expenditure shall be charged to the Investment Fund,
Account No. 24000401-523070

SECTION 3. This Municipal Order shall be effective from and after the
date of its adoption.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, August 27, 2019
Recorded by Lindsay Parish, City Clerk, August 27, 2019
\\mo\contract-Sprocket FY20

Agenda Action Form

Paducah City Commission

Meeting Date: August 27, 2019

Short Title: Approve Contract For Services with Luther F. Carson Four Rivers Center., Inc., to provide a youth performance schedule with their "Class Act" series, in the amount of \$60,000 - **J ARNDT**

Category: Municipal Order

Staff Work By: Claudia Meeks

Presentation By: James Arndt

Background Information:

As part of the Investment Fund Decision Items for FY2020, the Commission approved appropriation of funding for the Luther F. Carson Four Rivers Center in the amount of \$60,000.

When the City provides funds to any organization, we prepare a simple Contract For Services agreement that describes the public services the organization will provide as a result of receiving the city funds.

Does this Agenda Action Item align with a Strategic Plan Action Step? Yes

If yes, please list the Action Step Item Codes(s): A-2

Funds Available: Account Name: Investment Fund

Account Number: 2400 0401 580610

Staff Recommendation:

Attachments:

1. Municipal Order
2. Carson Center FY20 Contract

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT WITH THE LUTHER F. CARSON FOUR RIVERS CENTER, INC. IN THE
AMOUNT OF \$60,000 FOR SPECIFIC SERVICES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with the
Luther F. Carson Four Rivers Center Inc. in the amount of \$60,000, to be paid in quarterly
installments of \$15,000 each, to provide an extensive youth performance schedule in continuing
with their tradition of the “Class Act” series. This contract shall expire June 30, 2020.

SECTION 2. This expenditure shall be charged to the Investment Fund, Account
No. 24000401-580610.

SECTION 3. This Municipal Order shall be effective from and after the date of
its adoption.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, August 27, 2019
Recorded by Tammara S. Sanderson, City Clerk, August 27, 2019
\\mo\contract-Carson Center FY20

CONTRACT FOR SERVICES

This Contract for Services, effective this _____ day of _____, 2019, by and between the **CITY OF PADUCAH** ("City") and **LUTHER F. CARSON FOUR RIVERS CENTER, INC.**

WITNESSETH:

WHEREAS, Luther F. Carson Four Rivers Center, Inc. will bring quality entertainment and cultural enrichment to Paducah and McCracken County; and

WHEREAS, promoting cultural enrichment quality entertainment and providing community-enhancing activities, in the Paducah area serves a valid public purpose; and

WHEREAS, the City of Paducah desires to contract with Luther F. Carson Four Rivers Center, Inc. for the services to be described herein under the terms and conditions set forth in this Contract for Services.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants as herein set forth, the parties do covenant and agree as follows:

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract until June 30, 2020.

SECTION 2: TERMINATION Either party may terminate this Contract for Services upon failure of any party to comply with any provision of this agreement provided any such party notifies the other in writing of such failure and the breaching party fails to correct the breach within thirty (30) calendar days of the notice.

SECTION 3: OPERATIONS PAYMENT In consideration of providing a youth performance schedule and to carry out the objectives of Luther F. Carson Four Rivers Center, Inc., upon receipt of quarterly invoices, the City shall pay Luther F. Carson Four Rivers Center, Inc. the sum of Sixty Thousand (\$60,000) Dollars in quarterly installments of \$15,000 each. The first quarterly payment shall be made by September 30, 2019. Subsequent quarterly payments will be held until the City receives an unqualified audit. Once the audit is received, payment shall be made by the end of each subsequent quarter. In the event this contract for services is terminated, the City shall not be obligated to make any further payments.

SECTION 4: CHECK PRESENTATION – The City of Paducah and the Luther F. Carson Four Rivers Center, Inc., will coordinate a check presentation celebrating this monetary assistance at a mutually convenient time and place.

SECTION 5: OBJECTIVES AND SERVICES - Luther F. Carson Four Rivers Center, Inc. shall provide an extensive youth performance schedule in continuing with their tradition of the "Class Act" series, which over the past four seasons has brought in approximately 100,000 student visitors.

SECTION 6: ACCOUNTING

- (A) Luther F. Carson Four Rivers Center, Inc. shall conduct all accounting, payroll, and financial management.
- (B) Luther F. Carson Four Rivers Center, Inc. shall supply an annual financial audit to the City within two (2) weeks of receiving same.
- (C) Prior to June 30, 2020, Luther F. Carson Four Rivers Center, Inc., shall furnish to the City a financial report that details the expenditure of the funds for the purposes specified in Section 3.

SECTION 7: ENTIRE AGREEMENT This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

SECTION 8: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to Luther F. Carson Four Rivers Center, Inc. are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

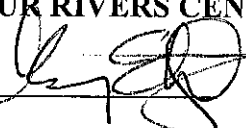
Witness the signature of the parties as of the year and date first written above.

CITY OF PADUCAH

BRANDI HARLESS, Mayor

LUTHER F. CARSON FOUR RIVERS CENTER, INC.

Name

MARY E KATZ 

Title

EXECUTIVE DIRECTOR

Agenda Action Form

Paducah City Commission

Meeting Date: August 27, 2019

Short Title: Approve Contract For Services with the Paducah Transit Authority for the continued operation to provide public transportation, handicap accessible transportation, and trolley services in the amount of \$215,000
- J ARNDT

Category: Municipal Order

Staff Work By: Claudia Meeks

Presentation By: James Arndt

Background Information:

As part of the General Fund Decision Items for FY2020, the Commission approved appropriation of the sum of \$215,000 to Paducah Area Transit System, to be paid in quarterly installments.

When the City provides funds to any organization, we prepare a simple Contract For Services agreement that describes the public services the organization will provide as a result of receiving the city funds.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name: General Fund

Account Number: 1000 0106 580080

Staff Recommendation:

Authorize the Mayor to enter into a one-time Contract For Services with Paducah Transit Authority in the amount of \$215,000.

Attachments:

1. Municipal Order
2. PATS FY20

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT WITH PADUCAH AREA TRANSIT SYSTEM IN THE AMOUNT OF \$215,000
FOR PUBLIC TRANSPORTATION SERVICES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a contract with Paducah Area Transit System in the amount of \$215,000.00, to be paid in equal quarterly allocations of \$53,750.00, for public transportation services for the Paducah/McCracken County area. This contract shall expire June 30, 2020.

SECTION 2. This expenditure shall be charged to the General Fund, Account No.10000106-580080.

SECTION 3. This Municipal Order shall be effective from and after the date of its adoption.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, August 27, 2019
Recorded by Lindsay Parish, City Clerk, August 27, 2019
\\mo\contract-PATS 2020

CONTRACT FOR SERVICES

This Contract for Services, effective this _____ day of _____, 2019, by and between the **CITY OF PADUCAH** ("City") and **PADUCAH TRANSIT AUTHORITY**, ("PTA").

WITNESSETH:

WHEREAS, the services of PTA as described herein are for the direct benefit of the citizens of the City of Paducah and McCracken County, and

WHEREAS, providing transportation services to the citizens in the Paducah/McCracken area serves a valid public purpose; and

WHEREAS, the City of Paducah desires to contract with PTA for the services to be described herein under the terms and conditions set forth in this Contract for Services.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants as herein set forth, the parties do covenant and agree as follows:

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract until June 30, 2020.

SECTION 2: TERMINATION Either party may terminate this Contract for Services upon failure of any party to comply with any provision of this agreement provided any such party notifies the other in writing of such failure and the breaching party fails to correct the breach within thirty (30) calendar days of the notice.

SECTION 3: OPERATIONS PAYMENT In consideration of the administrative costs including compensation for personnel who carry out the objectives and services of PTA for services described herein, the City shall, upon receipt of an invoice, pay PTA Two Hundred Fifteen Thousand Dollars (\$215,000) to be paid in equal quarterly allocations of \$53,750 each. In the event this contract for services is terminated, the City shall not be obligated to make any further quarterly allocation payments.

The first quarterly payment shall be made by September 30, 2019. Subsequent quarterly payments will be held until the City receives an unqualified audit. Once the audit is received, payment shall be made by the end of each subsequent quarter. In the event this contract for services is terminated, the City shall not be obligated to make any further payments.

SECTION 4: OBJECTIVES AND SERVICES PTA shall perform the following services for and on behalf of the city in consideration for the allocation payments described above:

- Provide safe public transportation to all citizens of Paducah/McCracken County.
- Provide handicap accessible transportation.
- Provide trolley services.

- Provide maintenance for buses and trolleys.
- Provide Trolley for Downtown, Lowertown and Paducah Tours.

It is understood and agreed that PTA shall retain the right to charge trolley riders during times of their choosing (such as Quilt Week, etc.)

SECTION 5: ACCOUNTING

- (A) PTA shall conduct all accounting, payroll, financial management, and shall make regular reports of PTA expenditures to ensure such expenditures are proper.
- (B) City shall have the right to inspect the operations of PTA, including reviewing its books, records, ledgers, or other documents, without prior notice of said inspection.
- (C) PTA shall supply an annual financial audit to the City on or before October 31, 2019. The second quarterly payment shall not be made until the audit is received.

SECTION 6: ENTIRE AGREEMENT This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

SECTION 7: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to PTA are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

Witness the signature of the parties as of the year and date first written above.

CITY OF PADUCAH

By _____
BRANDI HARLESS, Mayor

PADUCAH AREA TRANSIT SYSTEM

By Arthur Boykin
Title Executive Director

Agenda Action Form

Paducah City Commission

Meeting Date: August 27, 2019

Short Title: Approve Contract For Services with Paducah Junior College, Inc., in the amount of \$125,000. This funding will be used to provide tuition scholarships to Paducah and McCracken County Students who meet prescribed standards - **J ARNDT**

Category: Municipal Order

Staff Work By: Claudia Meeks

Presentation By: James Arndt

Background Information:

As part of the Investment Fund Decision Items for FY2020, the Commission approved appropriation of funding for the Paducah Junior College, Inc., scholarship program in the amount of \$125,000, to be paid by June 30, 2020.

When the City provides funds to any organization, we prepare a simple Contract For Services agreement that describes the public services the organization will provide as a result of receiving the city funds.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name: Investment Fund

Account Number: 2400 0401 523070 (ED0111)

Staff Recommendation:

Authorize the Mayor to enter into a one-time Contract For Services with Paducah Junior College, Inc. in the amount of \$125,000, to be paid by June 30, 2020.

Attachments:

1. Municipal Order
2. PJC Scholarship Fund FY20

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT WITH PADUCAH JUNIOR COLLEGE, INC. IN THE AMOUNT OF \$125,000
FOR THE COMMUNITY SCHOLARSHIP PROGRAM

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with
Paducah Junior College, Inc. in the amount of \$125,000 for the Community Scholarship
Program. This contract shall expire June 30, 2020.

SECTION 2. This expenditure shall be charged to the Investment Fund, Account
No. 24000401-523070.

SECTION 3. This Municipal Order shall be effective from and after the date of
its adoption.

Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, August 27, 2019

Recorded by Lindsay Parish, City Clerk, August 27, 2019

\\mo\ contract - Paducah Junior College FY20 (community scholarship)

CONTRACT FOR SERVICES

This Contract for Services, effective this _____ day of _____, 2019, by and between the **CITY OF PADUCAH** ("City") and **PADUCAH JUNIOR COLLEGE, INC. (PJC, Inc.)**.

WITNESSETH:

WHEREAS, promoting education to students in the Paducah/McCracken County area and exposing them to post-secondary education serves a valid public purpose; and

WHEREAS, improving the education level of our community's young people will both make the Paducah workforce more attractive to investors and employers and enhance the life potential of individual students; and

WHEREAS, the City of Paducah desires to contract with PJC, Inc., for the services to be described herein under the terms and conditions set forth in this Contract for Services.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants as herein set forth, the parties do covenant and agree as follows:

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract until June 30, 2020.

SECTION 2: TERMINATION Either party may terminate this Contract for Services upon failure of any party to comply with any provision of this agreement provided any such party notifies the other in writing of such failure and the breaching party fails to correct the breach within thirty (30) calendar days of the notice.

SECTION 3: OPERATIONS PAYMENT In consideration of providing education and training and to carry out the objectives of PJC, Inc., the City shall pay PJC, Inc., the sum of \$125,000 in a one-time amount no later than June 30, 2020. PJC, Inc., shall provide an invoice to the City of Paducah prior to payment being made. In the event that this contract for services is terminated, the City shall not be obligated to make any further payments.

SECTION 4: CHECK PRESENTATION – The City of Paducah and PJC, Inc. will coordinate a check presentation celebrating this monetary assistance at a mutually convenient time and place.

SECTION 5: OBJECTIVES AND SERVICES - PJC, Inc., will guarantee Paducah and McCracken County 8th graders who meet prescribed standards through their final four years of high school, a tuition scholarship for up to sixty (60) hours of college credit at WKCTC.

SECTION 6: ACCOUNTING

(A) PJC, Inc., shall conduct all accounting, payroll, and financial management.

(B) PJC, Inc., shall supply an annual financial audit to the City within two weeks of its completion.

(C) PJC will provide a written financial report as of December 31st and June 30th during the term of this contract to the City Manager's Office by the 15th day of the 2nd month following the reporting date. The financial report, at minimum, shall disclose the dollar amounts that the City, County and others (each shown separately) have contributed to the PJC for the Community Scholarship program by fiscal year and the interest earned thereon. The report shall fully disclose how funds were used by fiscal year and purpose.

SECTION 7: ENTIRE AGREEMENT This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

SECTION 8: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to PJC, Inc. are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

Witness the signature of the parties as of the year and date first written above.

CITY OF PADUCAH

BRANDI HARLESS, Mayor

PADUCAH JUNIOR COLLEGE, INC.

Name Lee Emmons

Title PJC Executive Director / VP Advancement WKCTC

Agenda Action Form

Paducah City Commission

Meeting Date: August 27, 2019

Short Title: Approve Contract For Services with the Barkley Regional Airport Authority for the continued general aviation and air carriers services to the citizens of McCracken County and surrounding regions in the amount of \$120,000 to be paid in quarterly installments - **J ARNDT**

Category: Municipal Order

Staff Work By: Claudia Meeks

Presentation By:

Background Information:

As part of the Investment Fund Decision Items for FY2020, the Commission approved appropriation of the sum of \$120,000 to Barkley Regional Airport Authority, to be paid in quarterly installments.

When the City provides funds to any organization, we prepare a simple Contract For Services agreement that describes the public services the organization will provide as a result of receiving the city funds.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name: Investment Fund

Account Number: 2400 0401 523070 (TR0003)

Staff Recommendation:

Authorize the Mayor to enter into a one-time Contract For Services with Barkley Regional Airport Authority in the amount of \$120,000.

Attachments:

1. Municipal Order
2. Barkley Airport Contract

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE
A CONTRACT WITH BARKLEY REGIONAL AIRPORT IN THE AMOUNT OF
\$120,000 FOR GENERAL AVIATION AND AIR CARRIER SERVICES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract
with Barkley Regional Airport in the amount of \$120,000 payable in quarterly
installments of \$30,000, for providing general aviation and air carrier services to the
citizens of McCracken County and surrounding regions. This contract shall expire
June 30, 2020.

SECTION 2. This expenditure shall be charged to the Investment Fund,
Account No. 24000401-523070 (TR0003).

SECTION 3. This Municipal Order shall be effective from and after the
date of its adoption.

Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, August 27, 2019

Recorded by Lindsay Parish, City Clerk, August 27, 2019

\\mo\contract-barkley regional airport FY2020

CONTRACT FOR SERVICES

This Contract for Services, is effective this _____ day of _____, 2019, by and between the **CITY OF PADUCAH** and the **BARKLEY REGIONAL AIRPORT AUTHORITY**;

WITNESSETH:

WHEREAS, Barkley Regional Airport is operated by an Airport Board appointed by the Paducah Mayor and McCracken County Judge Executive; and

WHEREAS, Barkley Regional Airport provides essential public transportation services both through its general aviation facilities and the air carrier service that operates there; and

WHEREAS, reliable air service at a quality facility is an essential ingredient for the region's economic development; and

WHEREAS, loss of revenue resulting from the national economy and changes in the air carrier industry and increased expenditures caused by Federal mandates have created a monthly operating deficit for the airport; and

NOW THEREFORE, in consideration of the foregoing premises the parties do covenant and agree as follows:

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract, until June 30, 2020.

SECTION 2: TERMINATION the City may terminate this Contract for Services upon a thirty-day notice to Barkley Regional Airport in writing or with no notice upon discovering that the airport's financial situation has changed and the subsidy is no longer required.

SECTION 3: OPERATIONS PAYMENT Upon receipt of a quarterly invoice, the City shall pay the Barkley Regional Airport Authority the sum of One Hundred Twenty Thousand and No/100 (\$120,000) Dollars in equal quarterly payments of \$30,000. The first quarterly payment shall be made by September 30, 2019. Subsequent quarterly payments will be held until the City receives an unqualified audit. Once the audit is received, payment shall be made by the end of each subsequent quarter. In the event this contract for services is terminated, the City shall not be obligated to make any further payments.

SECTION 4: OBJECTIVES AND SERVICES - During the term of this contract, Barkley Regional Airport will continue to provide general aviation and air carrier services to the citizens of McCracken County and surrounding regions. The Airport Board will continue to work with the City Commission and the McCracken County Fiscal Court to develop new revenue sources so that continued subsidy from the City and County will no longer be necessary.

SECTION 5: ACCOUNTING

- (A) Barkley Regional Airport shall continue to conduct all accounting, payroll, and financial management of airport operations.
- (B) Barkley Regional Airport shall provide the City a quarterly report of the airport's financial operations and shall supply the City an annual financial audit within two (2) weeks of its completion.

SECTION 6: ENTIRE AGREEMENT This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

SECTION 7: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to Barkley Regional Airport Authority are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

Witness the signature of the parties as of the year and date first written above:

CITY OF PADUCAH

BRANDI HARLESS, Mayor

BARKLEY REGIONAL AIRPORT AUTHORITY

Title: _____

CHAIRMAN

Agenda Action Form

Paducah City Commission

Meeting Date: August 27, 2019

Short Title: Approve Contract For Services with GPEDC, Inc., to promote investment and economic development in the Paducah area as well as supporting entrepreneurs and business development in the community. This contract is in the amount of \$250,000, and shall be paid in four quarterly installments - **J ARNDT**

Category: Municipal Order

Staff Work By: Claudia Meeks, James Arndt

Presentation By: James Arndt

Background Information:

As part of the Investment Fund Decision Items for FY2020, the Commission approved appropriation of funding for GPEDC in the amount of \$250,000, to be paid in quarterly installments.

When the City provides funds to any organization, we prepare a simple Contract For Services agreement that describes the public services the organization will provide as a result of receiving the city funds.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name: Investment Fund

Account Number: 24000401 523070 ED0006

Staff Recommendation: Approve a Municipal Order to enter into a Contract for Services with the Greater Paducah Economic Development Council in an amount of \$250,000.

Attachments:

1. Municipal Order
2. GPEDC Contract

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT FOR SERVICES WITH THE GREATER PADUCAH ECONOMIC
DEVELOPMENT COUNCIL IN AN AMOUNT OF \$250,000 FOR SPECIFIC SERVICES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract
with Greater Paducah Economic Development Council in the amount of \$250,000, to be paid in
equal quarterly allocations of \$62,500, for performance of services as outlined in said Contract.
This contract shall expire June 30, 2020.

SECTION 2. This expenditure will be charged to the Investment Fund, Account No.
24000401-523070 ED0006.

SECTION 3. This Municipal Order shall be effective from and after the date of its
adoption.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, August 27, 2019
Recorded by Lindsay Parish, City Clerk, August 27, 2019
\\mo\contract-GPEDC FY20

CONTRACT FOR SERVICES

This Contract for Services, effective this _____ day of _____, 2019, by and between the **CITY OF PADUCAH** ("City") and **GPEDC, Inc.**, d/b/a GREATER PADUCAH ECONOMIC DEVELOPMENT COUNCIL (GPEDC), a Kentucky not-for-profit corporation.

WITNESSETH:

WHEREAS, GPEDC is a non-profit organization charged with the economic development of Paducah and McCracken County.

WHEREAS, the services of GPEDC as described herein are for the direct benefit of the citizens of the City of Paducah, and

WHEREAS, promoting investment and economic development in the Paducah area as well as supporting entrepreneurs and business development in the community serves a valid public purpose; and

WHEREAS, the City of Paducah desires to contract with GPEDC for the services to be described herein under the terms and conditions set forth in this Contract for Services.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants as herein set forth, the parties do covenant and agree as follows:

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract until June 30, 2020.

SECTION 2: TERMINATION Either party may terminate this Contract for Services upon failure of any party to comply with any provision of this agreement provided any such party notifies the other in writing of such failure and the breaching party fails to correct the breach within thirty (30) calendar days of the notice.

SECTION 3: OPERATIONS PAYMENT

- A. In consideration of the administrative costs including compensation for personnel who carry out the objectives and services of GPEDC for services described herein, the City shall pay GPEDC Two Hundred Fifty Thousand Dollars (\$250,000) to be paid in equal quarterly allocations of Sixty-Two Thousand Five Hundred Dollars \$62,500 each by the end of each quarter; provided however such payment may be reduced to recover payment if loans to GPEDC become past due. A quarterly invoice will be provided by GPEDC prior to payment.
- B. First Quarter Payment shall be made after ratification of this agreement by both parties. Subsequent quarterly payments shall be made by the end of each subsequent quarter. In the event this contract for services is terminated, the City shall not be obligated to make any further payments.

- C. In the event this Contract for Services is terminated, the City shall not be obligated to make any further quarterly allocation payments

SECTION 4: CHECK PRESENTATION – The City of Paducah and GPEDC, Inc. will coordinate a check presentation celebrating this monetary assistance at a mutually convenient time and place.

SECTION 5: OBJECTIVES AND SERVICES GPEDC shall perform the following services for and on behalf of the city in consideration for the allocation payments described above:

- Market the greater Paducah area and promote economic development through capital investment, job creation, and business start-up and retention.
- Act as local liaison to the Kentucky Cabinet for Economic Development and other local and regional economic development organizations.
- Provide staff support to the Paducah-McCracken Industrial Development Authority.
- Incur costs and expenses related to data compilation and maintenance required by companies making site decisions. This includes conducting, analyzing, and maintaining ongoing information including: competitive studies, the local labor market area, land availability, market trends, and such other data for the promotion of economic development.
- Monitor compliance with incentive agreements for the City and County and provide periodic written reports of such to the City Manager
- Partner with the City in the creation and implementation of an effective local business retention and expansion program.

SECTION 6: INCENTIVES GPEDC shall provide recommendations for incentives for the City Manager, and staff to review, in accordance and in compliance with City of Paducah Municipal Order No. 1714, "Guidelines for Providing Economic Incentives", as amended.

SECTION 7: ACCOUNTING

- (A) GPEDC shall conduct all accounting, payroll, financial management, and shall make regular reports of GPEDC's expenditures to ensure such expenditures are proper.
- (B) City shall have the right to inspect the operations of GPEDC, including reviewing its books, records, ledgers, or other documents, without prior notice of said inspection.
- (C) GPEDC shall supply an annual financial audit to the City within two (2) weeks of its completion.

SECTION 8: ENTIRE AGREEMENT This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

SECTION 9: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided GPEDC are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for

Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

Witness the signature of the parties as of the year and date first written above.

CITY OF PADUCAH

By _____
BRANDI HARLESS, Mayor

GREATER PADUCAH ECONOMIC DEVELOPMENT COUNCIL (GPEDC)

By Alan Anderson
Title Chair of the Board

Agenda Action Form

Paducah City Commission

Meeting Date: August 27, 2019

Short Title: Approve Municipal Order for the purchase of Seven (7) Police Pursuit Rated SUVs from Linwood Motors in the amount of \$255,625. **R MURPHY**

Category: Municipal Order

Staff Work By: Randy Crouch, Dena Alexander

Presentation By: Rick Murphy

Background Information: On August 1, 2019 sealed bids were opened for the purchase of Seven (7) Police Pursuit Rated SUV for use by the Police Department. Linwood Motors is the lowest evaluated bidder at \$255,625.00. The bid includes the option to purchase Two (2) additional vehicle before June 30, 2020 if needed.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name: Rolling Stock / Vehicles

Account Number: 71000210-540050

Staff Recommendation: Approval of Municipal Order allowing the Mayor to execute an agreement with Linwood Motors in the amount of \$255,625.00 for the purchase of Seven (7) Police Pursuit Rated SUV with the option to purchase Two (2) additional units if needed before June 30, 2020.

Attachments:

1. Municipal Order
2. Freedom Dodge SUV bid
3. Linwood SUV bid
4. Jeff Wyler Chrysler SUV bid 1
5. Jeff Wyler Chrysler SUV bid 2
6. Gillie Hyde Auto Group SUV bid
7. SUV bid tab
8. SUV Ad

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF LINWOOD MOTORS FOR SALE TO THE CITY OF PADUCAH SEVEN (7) POLICE PURSUIT RATED SUV'S IN AN AMOUNT OF \$255,625 WITH OPTION TO PURCHASE TWO (2) ADDITIONAL SUV'S AT THE UNIT BID PRICE BEFORE JUNE 30, 2020, FOR USE BY THE PADUCAH POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah accepts the bid of Linwood Motors for seven (7) Police Pursuit Rated SUV's at a unit price of \$36,517.85, for a total price of \$255,625, with the option of purchasing two (2) additional Police Pursuit Rated SUV's at the unit bid price as needed before June 30, 2020, for use by the Paducah Police Department, said bid being in substantial compliance with bid specifications, and as contained in the bid of Linwood Motors of August 1, 2019.

SECTION 2. The Mayor is hereby authorized to execute a contract with Linwood Motors for the purchase of seven (7) Police Pursuit Rated SUV's, authorized in Section 1 above, with the option of purchasing two (2) additional Police Pursuit Rated SUV's at the unit bid price as needed before June 30, 2020, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. These purchases shall be charged to Rolling Stock/Vehicles Account No. 71000210-540050.

SECTION 4. This Order shall be in full force and effect from and after the date of its adoption.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, August 27, 2019
Recorded by Lindsay Parish, City Clerk, August 27, 2019
MO\police SUV's 8-2019

**CITY OF PADUCAH, KENTUCKY
ENGINEERING-PUBLIC WORKS DEPARTMENT**

**BID PROPOSAL for SEVEN (7) POLICE
PURSUIT RATED SUV'S
for use by the
PADUCAH POLICE DEPARTMENT**

Proposal of Glenn's Freedom Dodge (WG Auto group)
(hereinafter called Bidder), organized and existing under the laws of Kentucky
(state) and doing business as Glenn's Freedom Dodge*, as
applicable to the City of Paducah, Kentucky (hereinafter referred to as Owner.)
**Insert "A Corporation", A Partnership" or "An Individual"*

In compliance with your Invitation for Bid, Bidder hereby proposes to furnish all the necessary labor, material, equipment, tools and services necessary for the purchase and delivery of **Seven (7) Police Pursuit Rated SUV's** for use by the **Paducah Police Department** in accordance with the specifications and other contract documents prepared by the City Engineering-Public Works Department, at the prices stated below.

By submission of this Bid, each Bidder certifies that this Bid has been arrived at independent, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any other competitor.

In case of a discrepancy in the extension of a bid price, the unit price shall govern over the total price for all items.

Bidder has submitted with this Bid Proposal the required signed and notarized Certifications as required by the laws of the Commonwealth of Kentucky. **Failure of the Bidder to comply with these provisions will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.**

If Notice of the Award is given to the Bidder within Sixty (60) days after the time of receipt of Bids, the Bidder agrees to execute and deliver a Contract Agreement in the prescribed form within ten (10) days after the Contract is presented for signature. Subsequent to the execution of the Contract, Bidder hereby agrees to commence Work and to deliver the vehicles as specified within the contract documents.

Prior to commencing Work, the successful Bidder shall furnish the Owner with a Certificate of Insurance showing that the required insurance as set forth in the specifications is in force.

In submitting this Bid, it is understood that the right is reserved by the Owner to reject any and all Bids in accordance with the City of Paducah's Code of Ordinances and the Specifications. Additionally, any Award may be made to the lowest Bidder for all items, groups of items, or on an individual item basis, whichever is deemed to be in the best interest of the City.

ADDENDUM

The Bidder hereby acknowledges receipt of the following Addenda, if any, and is fully aware of the implications of the addendums on the Bid:

Addendum No(s) _____ Dated _____

BID PROPOSAL:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1.	Police Vehicles in accordance with the Specifications	7	Each	\$ <u>36,605.^{85%}</u>	\$ <u>256,241.⁰⁰</u>
2	In the event the City may need to purchase additional vehicles prior to June 30, 2020, will the Bidder allow the purchase of Two Additional Police Vehicles in accordance with the Specifications at the Proposed Unit Price provided herein?			YES <u>✓</u>	NO <u> </u>

Proposed Body Manufacturer, Model and Year: WDEE 75 Pursuit Durango 2020

Proposed Delivery Time (days): 90-120 days

Location of the full service maintenance facility: Lindwood Motors, PADUCAH

GRADING CRITERIA

The Bidder is aware that the Owner will evaluate the Bids submitted based on the Criteria listed on the "Owner Evaluation Form - Section 00330" as included within the Specifications.

ATTACHEMENTS TO THE BID PROPOSAL REQUIRED:

Failure of the Bidder to submit the following documents with the Bid Proposal will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.

<u>INCLUDED</u>	<u>ITEM</u>
<u>✓</u>	1. Bidder's Certification Section 00320, signed and notarized.
<u>✓</u>	2. "Compliance with Technical Specifications" form. Bidder shall indicate compliance by checking "YES" or "NO" adjacent to each individual item. A "YES" indicates full compliance with the specification and a "NO" indicates an exception and/or variation to the specification.
<u>✓</u>	3. All individual items marked by a "NO" on the "Compliance with Technical Specifications" form shall indicate the exception on a separate attached sheet.
<u>✓</u>	4. One Copy of Full Manufacturer Specifications and Warranty information, including a detailed description of the equipment proposed and the conformance to the Owner's specifications. The manufacturer's specifications shall include information regarding size, type model and make of all component parts and equipment.

PREFERENCE TO KENTUCKY BIDDERS

In accordance with KRS 45A.365, prior to a contract being awarded, a resident bidder of the Commonwealth shall be given a preference against a non-resident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder.

Bidder is a resident of the following state: Kentucky

If Bidder is a non-resident of the Commonwealth of Kentucky, indicate if any preference is given by the resident's state: _____

BID DOCUMENTS:

Bid Documents shall be enclosed in an envelope clearly labeled with the words "Bid Documents, Name of Project, Name of Bidder, and Date and Time of Bid Opening," in order to guard against premature opening of the bid. Bids received late will be disqualified and returned to the sender unopened.

The Bidder herein certifies that all specifications have been reviewed and that any variations to the said specifications, including exceptions to or enhancements to same, are clearly indicated as an attachment to this bid.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

BIDDER: Glenn's Freedom Dodge

BY: Jim E. Sawrie DATE: 7/26/19

TITLE: Govt Fleet Mgr

ADDRESS: 1560 East New Circle RD
Lexington, Ky 40509

PHONE: 859/351-7879 FAX: 859/201-1453

CELL PHONE: 859/351-7879 E-MAIL: jimsawrie@freedomlex.com

FEDERAL TAXPAYER IDENTIFICATION NUMBER: 46110002

KENTUCKY TAXPAYER IDENTIFICATION NUMBE 340947

CITY OF PADUCAH BUSINESS LICENSE NUMBER: N/A

5. **KY DEPT OF REVENUE**

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are **duly registered with the Kentucky Department of Revenue** to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.

6. **TAXES AND FEES**

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are **not delinquent on any State, City or County taxes or fees** owed to the Commonwealth of Kentucky, The City of Paducah, or any other governmental agency and will remain in good standing for the duration of any contract awarded.

Therefore, as a duly authorized representative for the Bidder, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge the City of Paducah, Kentucky is reasonably relying upon these statements in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds, and other available remedies under law.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

STATE OF Kentucky)
COUNTY OF Fayette)

The foregoing instrument was sworn to and acknowledged before me this 30 day of July, 2019, by Jim E. Sawrie, Cost Fleet Mgr (title) of Glenn's Freedom Dodge (Name of Company).

My commission expires: 3-9-22

Notary Public, State at Large



SEAL

TECHNICAL SPECIFICATIONS

SCOPE

To furnish all the necessary labor, material, equipment, tools and services necessary for the purchase and delivery of the specified Vehicle(s) in accordance with the specifications contained herein.

GENERAL

The Vehicle(s) to be furnished in compliance with this specification shall be a new model, or the latest model in current production (as offered to commercial trade), and shall be of good quality as to workmanship. All equipment furnished shall be new, unused and of the manufacturer's current production design.

DELIVERY

The successful Bidder ("Vendor") shall deliver the Vehicle(s) to the Owner in care of the Engineering-Public Works Department, Fleet Maintenance Division located at 1120 North 10th Street, Paducah, Kentucky 42001. Notification and arrangements shall be made with the Owner's Representative prior to delivery.

The Vehicle(s) delivered shall be equipped with a full supply of fuel, oil and lubricants upon delivery. At the time of delivery, all equipment must meet or exceed federal, state and local safety, health, lighting and emission standards.

MANUALS AND SUPPLIES

At the time of delivery, the Vendor shall supply the following for each Vehicle(s):

- One (1) copy of the operator's manuals
- Manufacturer's Warranty Policy/Certificate and all guarantees
- Keys – Minimum of four (4) sets

SERVICE CAPABILITIES

The Successful Bidder shall maintain a full service maintenance facility with a fully stocked parts facility capable of full hydraulic, electrical and body repair. Factory-trained, qualified service personnel shall man the full service facility. Bidder shall state location and service facility within the Bid Proposal.

Widespread failure by the manufacturer's authorized dealers to render warranty service when required shall subject the manufacturer's line to suspension from the approved products list until satisfactory evidence of correction is provided.

ITEMS CONSIDERED EQUAL MAY BE PROPOSED

In accordance with KRS 45A.415, the Owner has chosen to utilize specifications by naming a sole brand in order to meet the Owner's current needs of compatibility, continuity and conformity with the established fleet force. In order to assure the maximum competition, a bidder may bid an item that is equal to that named or described in the specifications. An item shall be considered equal to the item named or described if, in the opinion of the Owner, all of the following are met:

- a. It is at least equal in quality, durability, strength and design;
- b. It will equally perform the function imposed by the general design;
- c. It conforms substantially to the detailed requirements for the item in the specifications.

**POLICE PURSUIT RATED SUV
TECHNICAL SPECIFICATIONS
and
Compliance with Technical Specifications Form**

The Bidder is required to accurately and fully complete this "Compliance with Technical Specifications" form and submit with the Bid Proposal. Bidder shall indicate compliance with each Technical Item by marking "YES" or "NO" with a check mark to indicate if the item being bid is exactly as specified. If the item is not being bid as exactly specified, the "NO" column must be checked and a detailed description of the deviation shall be listed on a separate attached sheet.

Failure to accurately complete and submit the "Compliance with Technical Specifications" form, along with any and all deviations, shall be grounds for rejection of the bid. If no exceptions or deviations are shown, the bidder shall be required to furnish the material exactly as specified. The burden of proof for compliance with this specification shall be the responsibility of the bidder.

SUBMITTED BY: Glenn's Freedom Dodge (Bidder)

Seven (7) New Police Pursuit Rated SUV with Factory Police Package

<u>SPECIFICATIONS</u>	<u>YES</u>	<u>NO</u>
1. Shall Be V-6 no less than 290hp	☒	☐
2. Pursuit Rated	☒	☐
3. Automatic Transmission	☒	☐
4. Certified Speedometer	☒	☐
5. Front Bucket Seats - Cloth	☒	☐
6. Full Size Spare	☒	☐
7. Electric Windows and Door Locks	☒	☐
8. Shall Be All-Wheel Drive	☒	☐
9. Hands Free Calling (Bluetooth)	☒	☐
10. Tilt Steering	☒	☐
11. Back-Up Camera	☒	☐
12. Key Fob Feature w/ 4 sets of keys	☒	☐
13. Cruise Control	☒	☐

SPECIFICATIONS PAGE 2

Seven (7) Vehicles to be Equipped with the following:

	<u>YES</u>	<u>NO</u>
1. Jotto Desk Console with Cup Holder and Arm Rest Specific to Vehicle	☒	☐
2. Wig-Wag Headlamps or Headlamp to Simulate Wig-Wag	☒	☐
3. Flashing Back-up Lamps Mounted in the Rear White Reverse Lens	☒	☐
4. 100 Watt Siren Speaker Mounted Behind Grille	☒	☐
Whelen Siren Model 2955LSA6 mounted in Console with switch operation given	☒	☐
5. after bid award	☒	☐
6. Radio Wiring and Antenna ran to Console, Antenna Mounted on Roof rear	☒	☐
7. 12V Power & Ground Wiring with (3) 12V Accessory Outlets Mounted in Console	☒	☐
Charge Guard Auto Shutoff Timer Mounted in Console with All Upfitter Installed	☒	☐
8. Equipment Powered by Charge Guard	☒	☐
9. Jotto Desk A-MOD Laptop mount Specific to Vehicle	☒	☐
Sound-off Signal Intersector Lights (white/clear) shall be mounted on Door	☒	☐
10. Mirrors	☒	☐
Whelen Edge (Front)-XLP2-piece LED with Takedowns mounted top interior windshield, Red on Driver side and Blue on Passenger side	☒	☐
11. (IX34UFZRRRTTBBB)	☒	☐
Whelen Edge (Rear)-RTX Series Rear Facing Super-LED with Traffic Advisor mounted top interior rear lift gate glass, Red on Driver side and Blue on	☒	☐
12. Passenger Side (ISTRAY8RRRRBBBB)	☒	☐
Whelen ION Wide Angle Series Super-LED Universal Light-mounted on the interior of the rear cargo area, and facing out each of the rear side cargo windows, with Blue (TL1B) on the Left and Right sides, mounted on Bottom of	☒	☐
13. glass	☒	☐

One (1) Vehicles to be Equipped with the following extras for Detectives

	<u>YES</u>	<u>NO</u>
American Aluminum CamLock Vault System Item Code: VT UP (Specific to vehicle) 45"Wx24"Dx8"H w/ Bracket, Locking System Keyed Alike, Mate Black	☒	☐
1. Power Coating and Top Basket	☒	☐
Exterior Color to be Chosen after bid is Awarded (Vendor to contact prior to	☒	☐
2. order)	☒	☐

Six (6) Vehicles to be Equipped with the following extras for Patrol

	<u>YES</u>	<u>NO</u>
1. Spotlight Mounted in Left A-Pillar	☒	☐
2. White Exterior Color	☒	☐
Whelen ION Wide Angle Series Super-LED Universal Light-mounted on the interior of the rear passenger area, and facing out each of the rear side passenger windows, with Blue (TL1B) in front and Red (TL1R) in rear on the Left	☒	☐
3. and Right sides, mounted on Bottom of glass	☒	☐
Whelen Tracer Red, Blue 60" LED Rocker Panel Lights. Dual Color Capability	☒	☐
4. mounted on the Right and Left side, lower rocker panel on the pinch weld area	☒	☐
Sentina Single Prisoner Cell w/Full Replacement seat, Door Panels and Rear	☒	☐
5. Cargo Barrier. (1K0574DUR11FSR)	☒	☐
Camera System to be Installed by Vendor (Camera System will be furnished by	☒	☐
6. City of Paducah)	☒	☐

- | | | |
|--|---|-------|
| 7. Rear Door Locks, Windows and Inside Door Handle inoperable from rear seat |  | _____ |
| 8. Sentina Vertical Weapons Locker System (GK10301S1USSCAXL) |  | _____ |
| 9. Brother Printer mount Specific to Vehicle |  | _____ |

GLENN'S FREEDOM DODGE CHRYSLER JEEP RA
1560 E NEW CIRCLE RD
LEXINGTON, KY 405091022

Configuration Preview

Date Printed: 2019-07-30 12:46 PM VIN: Quantity: 1
Estimated Ship Date: VON: Status: BA - Pending order
FAN 1: 48939 COMMONWEALTH OF KENTUCKY
FAN 2:
Client Code:
Bid Number: TB9144
PO Number:

Sold to: Ship to:
GLENN'S FREEDOM DODGE CHRYSLER JEEP RAM (60584) GLENN'S FREEDOM DODGE CHRYSLER JEEP RAM (60584)
1560 E NEW CIRCLE RD 1560 E NEW CIRCLE RD
LEXINGTON, KY 405091022 LEXINGTON, KY 405091022

Vehicle: 2019 DURANGO PURSUIT AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT AWD	34,370
Package:	2BZ	Customer Preferred Package 2BZ	0
	ERC	3.6L V6 24V VVT Engine Upg I w/ESS	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	*H7	Cloth Low-Back Bucket Seats	0
	-X9	Black	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	142	Zone 42-Detroit	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB9144	Government Incentives	0
Discounts:	YG1	7.5 Additional Gallons of Gas	0
Destination Fees:			1,395
Total Price:			<u>35,765</u>

Order Type: Fleet PSP Month/Week:
Scheduling Priority: 1-Sold Order Build Priority: 99
Salesperson:
Customer Name:
Customer Address: USA
Instructions:

~~\$~~ 28,963.00

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Standard Features - WDEE75-DURANGO PURSUIT AWD	
Code	Description
C1A	#1 Seat Foam Cushion
JJ3	118 MPH Maximum Speed Calibration
JKP	12V Auxiliary Power Outlet
JCF	140 MPH Primary Cert. Speedometer
WP1	18X8.0 Painted Aluminum Wheels
DJC	195MM Front Axle
DRH	195MM Rear Axle
XCH	2 Additional Key Fobs
BAJ	220 Amp Alternator
NF4	24.6 Gallon Fuel Tank
CFN	2nd Row 60/40 Folding Seat
DLK	3.45 Rear Axle Ratio
ERC	3.6L V6 24V VVT Engine Upg I w/ESS
BR8	4-Wheel Disc Heavy Duty Brakes
CYD	5 Passenger Seating
NAS	50 State Emissions
RCG	6 Speakers
BCZ	650 Amp Maintenance Free AGM Battery
RFJ	7.0" Touch Screen Display
DFT	8-Spd Auto 850RE Trans (Make)
RD3	Accent Color Shark Fin Antenna
MRD	Accent Color Wheel Lip Molding
GAK	Acoustic Windshield
CBD	Active Head Restraints
CG3	Advanced Multistage Front Air Bags
JMA	Air Filtering
RFP	Apple CarPlay
HAH	ATC w/3 Zone Temp Control
LMG	Automatic Headlamps
BC1	Aux Battery
JJM	Auxiliary 12-Volt Rear Power Outlet
MWT	AWD Badge
CTL	Base Door Trim Panel
MMG	Belt Moldings
MNK	Body Color Door Handles
LEP	Body Color Exterior Mirrors
MBL	Body Color SRT Front Fascia
MBT	Body Color/Accent Color Rear Fascia
XJM	Capless Fuel Fill w/o Discriminator
CKN	Cargo Compartment Carpet
CKT	Cargo Tie Down Loops
CGU	Child Seat Anchor System-LATCH Ready
MFP	Chrome Headlamp Bezels

Standard Features - WDEE75-DURANGO PURSUIT AWD	
Code	Description
*H7	Cloth Low-Back Bucket Seats
DS7	Conventional Differential Frt Axle
DS8	Conventional Differential Rear Axle
CLG	Covered Cargo Storage
GEG	Deep Tint Sunscreen Glass
CF9	Delete 3rd Row Seat
X82	Door Parts Module
CBR	Door Trim Panel w/Ambient Lighting
CGY	Drvr Inflatable Knee-Bolster Air Bag
JJB	Dual Note Electric Horns
MZJ	Durango Bright Badge
SBL	Electric Power Steering
BNB	Electronic Stability Control
NHA	Engine Oil Cooler
LSE	Enhanced Accident Response System
NHJ	Exterior Mirrors w/Heating Element
CKD	Floor Carpet
BNR	Four Wheel Traction Control
LBR	Front & Rear Interior LED Lamps
GCB	Front Door Tinted Glass
X83	Front End Parts Module
X8W	Front Fascias Parts Module
MDA	Front License Plate Bracket
LAX	Front Passenger Seat Belt Alert
X89	Front Suspension Damper Parts Module
X84	Front Suspension Parts Module
CDW	Frt Pass Forward Fold Flat Seat
CUF	Full Length Floor Console
TBB	Full Size Spare Tire
LBC	Glove Box Lamp
RF5	Google Android Auto
JLP	GPS Antenna Input
Z6K	GVW Rating - 6500#
LMB	Halogen Headlamps
X8Y	Headliner Parts Module
NMC	Heavy Duty Engine Cooling
BNG	Hill Start Assist
HGA	Hood Insulation
CWP	Illuminated Cupholders
LAC	Illuminated Entry
JB5	Instr. Panel Platinum Chrome Bezel
X81	Instrument Panel Parts Module
RTF	Integrated Center Stack Radio

Standard Features - WDEE75-DURANGO PURSUIT AWD	
Code	Description
XRB	Integrated Voice Command w/Bluetooth
CSV	Interior Assist Handles
XS4	K Black Interior Accents
GAP	Laminated Front Door Glass
LA3	LED Taillamps w/Red Accents
CXG	Lock On Sync Tire Press Sensor
CLX	Luxury Front & Rear Floor Mats
RS6	Media Hub (2 USB, Aux)
TZH	Michelin Brand Tires
APA	Monotone Paint
XA8	Non Adjustable Pedals
SDA	Normal Duty Suspension
CUN	Overhead Console
TP5	P265/60R18 BSW On/Off Road Tires
XH3	Parksense Rr Park Assist w/Stop
XAC	ParkView Rear Back-up Camera
CSR	Passenger Assist Handles
SCJ	Perforated Leather Wrapped Strg Whl
MFN	Performance Grille w/ Black Texture
JPU	Power 4-Way Driver Lumbar Adjust
JPR	Power 8-Way Drvr/Manual Pass Seat
JKY	Power Accessory Delay
GTS	Power Heated Mirrors, Fold-Away
XJA	Power Locking Fuel Filler Door
JPB	Power Locks
JAJ	Premium Instrument Cluster w/Tach
HGP	Premium Insulation Group
LTE	Premium LED Fog Lamps
XPF	Protective Coating and Remover
GX4	Pushbutton Start
JP3	Pwr Front Windows, 1-Touch, Up & Down
XFC	R1234YF A/C Refrigerant
BHC	Rain Brake Support
BHD	Ready Alert Braking
HBB	Rear Air Conditioning w/Heater
X8U	Rear Fascias Parts Module
SES	Rear Load Leveling Suspension
X91	Rear Suspension Damper Parts Module
X85	Rear Suspension Parts Module
GNK	Rear View Auto Dim Mirror
GFA	Rear Window Defroster
JHB	Rear Window Wiper/Washer
GXM	Remote Keyless Entry

Standard Features - WDEE75-DURANGO PURSUIT AWD

Code	Description
GXD	Remote Proximity Keyless Entry
X8Z	Seat Parts Module
XX7	Selectable Steering Modes
GXX	Sentry Key Theft Deterrent System
MRF	Sill Molding
JER	Silver Metal Brush Instr Panel Bezel
DHY	Single Speed Transfer Case
AHV	Special Service Group
NHM	Speed Control
XG8	Sport Mode
LNQ	Spot Lamp Wiring Prep.
WLB	Steel Spare Wheel
RDZ	Steering Wheel Mounted Audio Ctrls
XHZ	Stop-Start Dual Battery System
GNV	Sun Visors w/Vanity Mirror
CJ5	Supp. Side Curtain All Rows Air Bags
CJ1	Supplemental Frt Seat Side Air Bags
CGS	Supplemental Side Air Bags
JFJ	Temperature & Compass Gauge
SUD	Tilt/Telescope Steering Column
GBB	Tinted Windshield Glass
XBN	Tip Start
X88	Tire & Wheel Parts Module
XGM	Tire Pressure Monitoring Display
BNT	Trailer Sway Damping
NHQ	Transmission Heater
UAG	Uconnect 4 with 7" Display
RF7	USB Host Flip
JHA	Var Intermittent Windshield Wipers
LAZ	Vehicle Information Center

**FCA Fleet Powertrain Care
5 Year / 100,000 Mile Limited Warranty Extension
(\$0 Deductible)**

THIS LIMITED WARRANTY IS PROVIDED TO OWNERS of a 2016 through 2019 Model Year Chrysler, Dodge, Jeep and Ram vehicles (excluding vehicles equipped with diesel engines) who purchased it through FCA US LLC specifically for Fleet Government Bid/Leases and Fleet Commercial/ Lease orders only.

YOUR LEGAL RIGHTS UNDER THIS LIMITED WARRANTY

This warranty is the express warranty FCA US LLC ("FCA") makes for your vehicle. This warranty gives you specific legal rights. You may also have other rights that vary from state to state. For example, you may have some implied warranties, depending on the state where your vehicle was sold or is registered.

These implied warranties are limited, to the extent allowed by law, to the time periods covered by this express written warranty.

If you use your vehicle primarily for business or commercial purposes, then these implied warranties do not apply and FCA completely disclaims them to the extent allowed by law. And the implied warranty of fitness for a particular purpose does not apply if your vehicle is used for racing, even if the vehicle is equipped for racing.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

Incidental and Consequential Damages Not Covered

Your warranty does not cover any incidental or consequential damages connected with your vehicle's failure, either while under warranty or afterward. Examples of such damages include: (a) lost time; (b) inconvenience; (c) the loss of the use of your vehicle; (d) the cost of rental vehicles, gasoline, telephone, travel, or lodging; (e) the loss of personal or commercial property; and (f) the loss of revenue.

Some states don't allow incidental or consequential damages to be excluded or limited, so this exclusion may not apply to you.

Persons to Whom the Limited Warranty is Offered

This Limited Warranty is provided to owners of a 2016 through 2019 Model Year Chrysler, Dodge, Jeep and Ram vehicles (excluding vehicles equipped with diesel engines) who purchased it through FCA US LLC specifically for Fleet Government Bid/Leases and Fleet Commercial/ Lease orders only.

What This Limited Warranty Extension Covers

This Powertrain Limited Warranty is a part of your New Vehicle Limited Warranty. It extends the 5 year or 60,000 mile powertrain limited warranty on mechanical components of the vehicle to 5 years from the in service date of the vehicle or 100,000 miles on the odometer, whichever comes first. It covers the cost of all parts and labor needed to repair a powertrain component listed below that is defective in workmanship and materials

Please keep this letter in your glove box along with your vehicle's other warranty information for future reference if necessary. All the other terms and conditions and the "What's Not Covered" items of your warranty remain the same as stated in your Warranty Information book.

Parts Covered

The Powertrain Limited Warranty covers these parts and components of your vehicle's powertrain supplied by FCA US LLC

Gasoline Engine: Cylinder Block and all Internal Parts; Cylinder Head Assemblies; Timing Case, Timing Chain, Timing Belt, Gears and Sprockets; Vibration Damper; Oil Pump, Water Pump and Housing; Intake and Exhaust Manifolds; Flywheel with Starter Ring Gear; Core Plugs; Valve Covers; Oil Pan; Turbocharger Housing and Internal Parts; Turbocharger Wastegate Actuator; Supercharger; Serpentine Belt Tensioner; Seals and Gaskets for listed components only.

Transmission: Transmission Case and all Internal Parts; Torque Converter; Drive/Flex Plate; Transmission Range Switch; Speed Sensors; Pressure Sensors; Transmission Control Module; Bell Housing; Oil Pan; Seals and Gaskets for listed components only.

NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.

Front Wheel Drive: Transaxle Case and all Internal Parts; Axle Shaft Assemblies; Constant Velocity Joints and Boots; Differential Cover; Oil Pan; Transaxle Speed Sensors; Transaxle Solenoid Assembly; PRNDL Position Switch; Transaxle Electronic Controller; Torque Converter; Seals and Gaskets for listed components only.

NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.

All-Wheel Drive (AWD): Power Transfer Unit and all Internal Parts; Viscous Coupler; Axle Housing and all Internal Parts; Constant Velocity Joints and Boots; Drive Shaft and Axle Shaft Assemblies; Differential Carrier Assembly and all Internal Parts; Output Ball Bearing; Output Flange; End Cover; Overrunning Clutch; Vacuum Motor; Torque Tube; Pinion Spacer and Shim; Seals and Gaskets for listed components only.

Rear Wheel Drive: Rear Axle Housing and all Internal Parts; Axle Shafts; Axle Shaft Bearings; Drive Shaft Assemblies; Drive Shaft Center Bearings; Universal Joints and Yokes; Seals and Gaskets for listed components only.

Four-Wheel Drive (4x4): Transfer Case and all Internal Parts; transfer case control module and shift mode motor assembly Axle Housing and all Internal Parts; Axles Shafts; Axle Shaft Bearings; Drive Shafts Assemblies (Front and Rear); Drive Shaft Center Bearings; Universal Joints and Yokes; Disconnect Housing Assembly; Seals and Gaskets for the listed components only.

HOW TO GET WARRANTY SERVICE

Where to Take Your Vehicle

In the United States (We Include U.S. Possessions and Territories as Part of the United States for Warranty Purposes): Warranty service must be done by an authorized Chrysler, Dodge, Jeep or Ram dealer. We strongly recommend that you take your vehicle to your Selling Dealer. They know you and your vehicle best, and are most concerned that you get prompt and high quality service. If you move within the United States, warranty service may be requested from any authorized Chrysler, Dodge, Jeep or Ram dealer.

In Canada and Mexico: If you are traveling temporarily in Canada or Mexico, and your vehicle remains registered in the United States, your FCA US warranty still applies. Service may be requested at any authorized Chrysler, Dodge, Jeep or Ram dealership.

WHAT IS NOT COVERED UNDER THIS FCA US LLC LIMITED WARRANTY

Some Modifications Don't Void the Warranty But Aren't Covered

Certain changes that you might make to your vehicle do not, by themselves, void this warranty. Examples of some of these changes are: (a) installing non-FCA US LLC ("FCA") parts, components, or equipment (such as a non-FCA radio or speed control); and (b) using special non-FCA materials or additives.

But your warranty does not cover any part that was not on your vehicle when it left the manufacturing plant or is not certified for use on your vehicle. Nor does it cover the costs of any repairs or adjustments that might be caused or needed because of the installation or use of non-FCA parts, components, equipment, materials, or additives.

Performance or racing parts are considered to be non-FCA parts. Repairs or adjustments caused by their use are not covered under your warranty. Examples of the types of alterations not covered are: (a) installing accessories - except for genuine FCA / MOPAR accessories installed by an authorized Chrysler, Dodge, Jeep or Ram dealer; (b)

FCA Fleet Powertrain Care
5 Year / 100,000 Mile Limited Warranty Extension
(\$0 Deductible)

applying rustproofing or other protection products; (c) changing the vehicle's configuration or dimensions, such as converting the vehicle into a limousine or food service vehicle; or (d) using any refrigerant that FCA has not approved.

Environmental Factors Not Covered

Your warranty does not cover damage caused by environmental factors such as airborne fallout, bird droppings, insect damage, chemicals, tree sap, salt, ocean spray, acid rain, and road hazards. Nor does your warranty cover damage caused by hailstorms, windstorms, tornadoes, sandstorms, lightning, floods, and earthquakes.

Your warranty does not cover conditions resulting from anything impacting the vehicle. This includes cracks and chips in glass, scratches and chips in painted surfaces, or damage from collision.

Maintenance Costs Not Covered

Your warranty does not cover the costs of repairing damage caused by poor or improper maintenance. Nor does it cover damage caused by the use of contaminated fuels, or by the use of fuels, oils, lubricants, cleaners or fluids other than those recommended in your Owner's Manual.

The warranty does not cover the costs of your vehicle's normal or scheduled maintenance - the parts and services that all vehicles routinely need. Some of these parts and services, which your warranty does cover, include: (a) lubrication; (b) engine tune-ups; (c) replacing filters, coolant, spark plugs, bulbs, or fuses (unless those costs result from a covered repair); (d) cleaning and polishing; and (e) replacing worn wiper blades, worn brake pads and linings, or clutch linings.

Racing Not Covered

Your warranty does not cover the costs of repairing damage or conditions caused by racing, nor does it cover the repair of any defects that are found as the result of participating in a racing event.

Certain Kinds of Corrosion Not Covered

Your warranty does not cover the following: (a) corrosion caused by accident, damage, abuse, or vehicle alteration; (b) surface corrosion caused by such things as industrial fallout, sand, salt, hail, ocean spray, and stones; (c) corrosion caused by the extensive or abnormal transport of caustic materials like chemicals, acids, and fertilizers; and (d) corrosion of special bodies, body conversions, or equipment that was not on your vehicle when it left the manufacturing plant or was not supplied by FCA.

Other Exclusions

Your warranty does not cover the costs of repairing damage or conditions caused by any of the following: (a) fire or accident; (b) abuse or negligence; (c) misuse - for example, driving over curbs or overloading; (d) tampering with the emission systems, or with a part that could affect the emission systems; (e) use of used parts, even if they were originally supplied by FCA (however, authorized FCA / MOPAR remanufactured parts are covered); (f) windshield or rear window damage from external objects; (g) any changes made to your vehicle that don't comply with Chrysler; or (h) using any fluid that doesn't meet the minimum recommendations in your Owner's Manual.

Total Loss, Salvage, Junk, or Scrap Vehicles Not Covered

A vehicle has no warranty coverage of any kind if: (a) the vehicle is declared to be a total loss by an insurance company; (b) the vehicle is rebuilt after being declared to be a total loss by an insurance company; or (c) the vehicle is issued a certificate of title indicating that it is designated as "salvage," "junk," "rebuilt," "scrap," or some similar word.

FCA will deny warranty coverage without notice if it learns that a vehicle is ineligible for coverage for any of these reasons.

Restricted Warranty

Your warranty can also be restricted by FCA. FCA may restrict the warranty on your vehicle if the vehicle is not properly maintained, or if the vehicle is abused or neglected, and the abuse or neglect interferes with the proper functioning of the vehicle. If the warranty is restricted, coverage may be denied or subject to approval by FCA before covered repairs are performed.

Registration and Operation Requirements

This Limited Warranty covers your vehicle only if: (a) it is registered in the U.S.; (b) it is driven mainly in the U.S. or Canada, and (c) it is operated and maintained in the manner described in your Owner's Manual.

There is no Limited Warranty coverage on your Vehicle if it is sold, registered or operated, other than temporarily, by you, outside of the United States (including the 50 states, the District of Columbia, Puerto Rico, or Guam).

Other Terms of These Limited Warranties

Punitive, exemplary or multiple damages may not be recovered unless applicable state or local law prohibits this disclaimer. No person, including FCA US LLC employees or dealers, may modify or waive any part of this Limited Warranty.

General Information

It's your responsibility to properly maintain and operate your new vehicle. Follow the instructions contained in the General and Scheduled Maintenance Service guidelines in your Owner's Manual. Regular, scheduled maintenance is essential to trouble-free operation. If there is a dispute between you and FCA US concerning your maintenance of your vehicle, FCA US will require you to provide proof that your vehicle was properly maintained.

**CITY OF PADUCAH, KENTUCKY
BIDDER'S REQUIRED CERTIFICATIONS**

The Bidder is hereby given notice that in accordance with the statutes of the Commonwealth of Kentucky, the Bidder is required to submit the following Certifications with the Bid Proposal. **Failure to comply with this requirement will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.**

1. NON-COLLUSION

The affiant does solemnly swear, under penalty of perjury under the Laws of the United States, that I, the undersigned Bidder, and/or any agents, officers, employees and/or subcontractors employed, or that may be employed for any activity covered by the above Project have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this Bid Proposal.

2. WORKERS' COMPENSATION AFFIDAVIT

The affiant does solemnly swear, under penalty of perjury pursuant to KRS 198B.060(10), that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project shall be in full compliance with Kentucky's requirements for Workers' Compensation Insurance according to KRS 342, and Unemployment Insurance according to KRS Chapter 341.

The affiant acknowledges that failure on the affiant's part to comply with the foregoing assurances can result in a fine not to exceed four thousand dollars (\$4,000.00) or an amount equal to the sum of all uninsured and unsatisfied claims that might be prosecuted under the provisions of KRS 342 or unemployment insurance claims that might be prosecuted under the provisions of KRS 341, whichever is greater.

3. CAMPAIGN FINANCE LAWS

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project have not knowingly violated any provisions of the Campaign Finance Laws of the Commonwealth of Kentucky; and that the award of a Contract to the Bidder or the entity in which he/she represents will not violate any provisions of the Campaign Finance Laws of the Commonwealth. This information provided by the Bidder will be considered confidential and exempt from the Kentucky Open Records Law.

4. KRS 45A.343

The affiant does solemnly swear, under penalty of perjury, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are fully aware of the requirements and penalties outlined in KRS 45A.343 requiring the following:

- (a) the Contractor and all Subcontractors performing the work under the Contract to reveal any final determination of a violation within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor; and that
- (b) the Contractor and all Subcontractors performing the work under the Contract to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor for the duration of the Contractor.

Failure to reveal a final determination of a violation or to comply with the statutes for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the eligibility for future contracts for a period of two (2) years.

**CITY OF PADUCAH, KENTUCKY
ENGINEERING-PUBLIC WORKS DEPARTMENT**

**BID PROPOSAL for SEVEN (7) POLICE
PURSUIT RATED SUV'S
for use by the
PADUCAH POLICE DEPARTMENT**

Proposal of LINWOOD MOTORS
(hereinafter called Bidder), organized and existing under the laws of KY
(state) and doing business as LINWOOD CORP*, as
applicable to the City of Paducah, Kentucky (hereinafter referred to as Owner.)
**Insert "A Corporation", A Partnership" or "An Individual"*

In compliance with your Invitation for Bid, Bidder hereby proposes to furnish all the necessary labor, material, equipment, tools and services necessary for the purchase and delivery of **Seven (7) Police Pursuit Rated SUV's** for use by the **Paducah Police Department** in accordance with the specifications and other contract documents prepared by the City Engineering-Public Works Department, at the prices stated below.

By submission of this Bid, each Bidder certifies that this Bid has been arrived at independent, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any other competitor.

In case of a discrepancy in the extension of a bid price, the unit price shall govern over the total price for all items.

Bidder has submitted with this Bid Proposal the required signed and notarized Certifications as required by the laws of the Commonwealth of Kentucky. **Failure of the Bidder to comply with these provisions will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.**

If Notice of the Award is given to the Bidder within Sixty (60) days after the time of receipt of Bids, the Bidder agrees to execute and deliver a Contract Agreement in the prescribed form within ten (10) days after the Contract is presented for signature. Subsequent to the execution of the Contract, Bidder hereby agrees to commence Work and to deliver the vehicles as specified within the contract documents.

Prior to commencing Work, the successful Bidder shall furnish the Owner with a Certificate of Insurance showing that the required insurance as set forth in the specifications is in force.

In submitting this Bid, it is understood that the right is reserved by the Owner to reject any and all Bids in accordance with the City of Paducah's Code of Ordinances and the Specifications. Additionally, any Award may be made to the lowest Bidder for all items, groups of items, or on an individual item basis, whichever is deemed to be in the best interest of the City.

ADDENDUM

The Bidder hereby acknowledges receipt of the following Addenda, if any, and is fully aware of the implications of the addendums on the Bid:

Addendum No(s) _____ Dated _____

BID PROPOSAL:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1.	Police Vehicles in accordance with the Specifications	7	Each	\$ <u>36,518</u>	\$ <u>255,625</u>
2	In the event the City may need to purchase additional vehicles prior to June 30, 2020, will the Bidder allow the purchase of Two Additional Police Vehicles in accordance with the Specifications at the Proposed Unit Price provided herein?			YES ☒	NO ☐

Proposed Body Manufacturer, Model and Year: Doogee Duran60 Pursuz7 AWD "2020"

Proposed Delivery Time (days): 90-120 days

Location of the full service maintenance facility: Lennox Motors

GRADING CRITERIA

The Bidder is aware that the Owner will evaluate the Bids submitted based on the Criteria listed on the "Owner Evaluation Form - Section 00330" as included within the Specifications.

ATTACHEMENTS TO THE BID PROPOSAL REQUIRED:

Failure of the Bidder to submit the following documents with the Bid Proposal will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.

<u>INCLUDED</u>	<u>ITEM</u>
☒	1. Bidder's Certification Section 00320, signed and notarized.
☒	2. "Compliance with Technical Specifications" form. Bidder shall indicate compliance by checking "YES" or "NO" adjacent to each individual item. A "YES" indicates full compliance with the specification and a "NO" indicates an exception and/or variation to the specification.
☒	3. All individual items marked by a "NO" on the "Compliance with Technical Specifications" form shall indicate the exception on a separate attached sheet.
☒	4. One Copy of Full Manufacturer Specifications and Warranty information, including a detailed description of the equipment proposed and the conformance to the Owner's specifications. The manufacturer's specifications shall include information regarding size, type model and make of all component parts and equipment.

PREFERENCE TO KENTUCKY BIDDERS

In accordance with KRS 45A.365, prior to a contract being awarded, a resident bidder of the Commonwealth shall be given a preference against a non-resident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder.

Bidder is a resident of the following state: KY

If Bidder is a non-resident of the Commonwealth of Kentucky, indicate if any preference is given by the resident's state: _____

BID DOCUMENTS:

Bid Documents shall be enclosed in an envelope clearly labeled with the words "Bid Documents, Name of Project, Name of Bidder, and Date and Time of Bid Opening," in order to guard against premature opening of the bid. Bids received late will be disqualified and returned to the sender unopened.

The Bidder herein certifies that all specifications have been reviewed and that any variations to the said specifications, including exceptions to or enhancements to same, are clearly indicated as an attachment to this bid.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

BIDDER: LENNWOOD Motors

BY: JAKE BRENNENGREEN DATE: 7/29/15

TITLE: SALES MGR / FLEET

ADDRESS: 3345 PAUL AVE
PADUCAH, KY 42001

PHONE: 444-6901 FAX: 442-2941

CELL PHONE: 994-2377 E-MAIL: JAKEBRENNENGREEN@GMAZL.COM

FEDERAL TAXPAYER IDENTIFICATION NUMBER: 20-4850057

KENTUCKY TAXPAYER IDENTIFICATION NUMBER: 263707

CITY OF PADUCAH BUSINESS LICENSE NUMBER: 3553

**CITY OF PADUCAH, KENTUCKY
BIDDER'S REQUIRED CERTIFICATIONS**

The Bidder is hereby given notice that in accordance with the statutes of the Commonwealth of Kentucky, the Bidder is required to submit the following Certifications with the Bid Proposal. **Failure to comply with this requirement will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.**

1. **NON-COLLUSION**

The affiant does solemnly swear, under penalty of perjury under the Laws of the United States, that I, the undersigned Bidder, and/or any agents, officers, employees and/or subcontractors employed, or that may be employed for any activity covered by the above Project have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this Bid Proposal.

2. **WORKERS' COMPENSATION AFFIDAVIT**

The affiant does solemnly swear, under penalty of perjury pursuant to KRS 198B.060(10), that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project shall be in full compliance with Kentucky's requirements for Workers' Compensation Insurance according to KRS 342, and Unemployment Insurance according to KRS Chapter 341.

The affiant acknowledges that failure on the affiant's part to comply with the foregoing assurances can result in a fine not to exceed four thousand dollars (\$4,000.00) or an amount equal to the sum of all uninsured and unsatisfied claims that might be prosecuted under the provisions of KRS 342 or unemployment insurance claims that might be prosecuted under the provisions of KRS 341, whichever is greater.

3. **CAMPAIGN FINANCE LAWS**

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project have not knowingly violated any provisions of the **Campaign Finance Laws** of the Commonwealth of Kentucky; and that the award of a Contract to the Bidder or the entity in which he/she represents will not violate any provisions of the **Campaign Finance Laws** of the Commonwealth. This information provided by the Bidder will be considered confidential and exempt from the Kentucky Open Records Law.

4. **KRS 45A.343**

The affiant does solemnly swear, under penalty of perjury, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are fully aware of the requirements and penalties outlined in KRS 45A.343 requiring the following:

- (a) the Contractor and all Subcontractors performing the work under the Contract to reveal any final determination of a violation within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor; and that
- (b) the Contractor and all Subcontractors performing the work under the Contract to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor for the duration of the Contractor.

Failure to reveal a final determination of a violation or to comply with the statutes for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the eligibility for future contracts for a period of two (2) years.

5. **KY DEPT OF REVENUE**

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are **duly registered with the Kentucky Department of Revenue** to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.

6. **TAXES AND FEES**

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are **not delinquent on any State, City or County taxes or fees** owed to the Commonwealth of Kentucky, The City of Paducah, or any other governmental agency and will remain in good standing for the duration of any contract awarded.

Therefore, as a duly authorized representative for the Bidder, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge the City of Paducah, Kentucky is reasonably relying upon these statements in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds, and other available remedies under law.

Signature: [Signature]
Printed Name: JACK BREWSTER
Title: SALES MGR / FLEET
Company: LEWIS - MOTORS
Date: 7/25/19

STATE OF KY)
COUNTY OF MCCracken)

The foregoing instrument was sworn to and acknowledged before me this 29 day of July, 2019, by Linwood Motors, Pamela J. Downey (title) of Linwood Motors (Name of Company).
My commission expires: 8-13-22

[Signature]
Notary Public, State at Large

PAMELA J. DOWNING
NOTARY PUBLIC
STATE AT LARGE - KENTUCKY
MY COMMISSION EXPIRES AUGUST 13, 2022
NOTARY ID# 665849

EVALUATION FORM

VEHICLE: **SEVEN (7) POLICE PURSUIT RATED SUV'S**

BIDDER: _____

DATE: _____

Grading Criteria Formula:

Evaluate the Bidder's Criteria on a rated value scale:

0 = the lowest value to 10 = the highest value for each item listed below.

Rating x Weighted Percent = Criterion Score

The Sum of all Criterion Scores will be the Owner's basis of the Bidder's Overall Score.

GRADING CRITERIA

NO.	CRITERIA ITEMS	RATING VALUE (0-10)	WEIGHTED PERCENT	CRITERION SCORE
1.	Number of Technical Specifications Met		30	
2.	Price		65	
3.	Delivery Time		5	
4.				
5.				
6.				
7.				
8.				
9.				
10.				

BIDDER'S OVERALL TOTAL SCORE _____

TECHNICAL SPECIFICATIONS

SCOPE

To furnish all the necessary labor, material, equipment, tools and services necessary for the purchase and delivery of the specified Vehicle(s) in accordance with the specifications contained herein.

GENERAL

The Vehicle(s) to be furnished in compliance with this specification shall be a new model, or the latest model in current production (as offered to commercial trade), and shall be of good quality as to workmanship. All equipment furnished shall be new, unused and of the manufacturer's current production design.

DELIVERY

The successful Bidder ("Vendor") shall deliver the Vehicle(s) to the Owner in care of the Engineering-Public Works Department, Fleet Maintenance Division located at 1120 North 10th Street, Paducah, Kentucky 42001. Notification and arrangements shall be made with the Owner's Representative prior to delivery.

The Vehicle(s) delivered shall be equipped with a full supply of fuel, oil and lubricants upon delivery. At the time of delivery, all equipment must meet or exceed federal, state and local safety, health, lighting and emission standards.

MANUALS AND SUPPLIES

At the time of delivery, the Vendor shall supply the following for each Vehicle(s):

- One (1) copy of the operator's manuals
- Manufacturer's Warranty Policy/Certificate and all guarantees
- Keys – Minimum of four (4) sets

SERVICE CAPABILITIES

The Successful Bidder shall maintain a full service maintenance facility with a fully stocked parts facility capable of full hydraulic, electrical and body repair. Factory-trained, qualified service personnel shall man the full service facility. Bidder shall state location and service facility within the Bid Proposal.

Widespread failure by the manufacturer's authorized dealers to render warranty service when required shall subject the manufacturer's line to suspension from the approved products list until satisfactory evidence of correction is provided.

ITEMS CONSIDERED EQUAL MAY BE PROPOSED

In accordance with KRS 45A.415, the Owner has chosen to utilize specifications by naming a sole brand in order to meet the Owner's current needs of compatibility, continuity and conformity with the established fleet force. In order to assure the maximum competition, a bidder may bid an item that is equal to that named or described in the specifications. An item shall be considered equal to the item named or described if, in the opinion of the Owner, all of the following are met:

- a. It is at least equal in quality, durability, strength and design;
- b. It will equally perform the function imposed by the general design;
- c. It conforms substantially to the detailed requirements for the item in the specifications.

**POLICE PURSUIT RATED SUV
TECHNICAL SPECIFICATIONS
and
Compliance with Technical Specifications Form**

The Bidder is required to accurately and fully complete this "Compliance with Technical Specifications" form and submit with the Bid Proposal. Bidder shall indicate compliance with each Technical Item by marking "YES" or "NO" with a check mark to indicate if the item being bid is exactly as specified. If the item is not being bid as exactly specified, the "NO" column must be checked and a detailed description of the deviation shall be listed on a separate attached sheet.

Failure to accurately complete and submit the "Compliance with Technical Specifications" form, along with any and all deviations, shall be grounds for rejection of the bid. If no exceptions or deviations are shown, the bidder shall be required to furnish the material exactly as specified. The burden of proof for compliance with this specification shall be the responsibility of the bidder.

SUBMITTED BY: LINWOOD MOTORS (Bidder)

Seven (7) New Police Pursuit Rated SUV with Factory Police Package

<u>SPECIFICATIONS</u>	<u>YES</u>	<u>NO</u>
1. Shall Be V-6 no less than 290hp	☒	☐
2. Pursuit Rated	☒	☐
3. Automatic Transmission	☒	☐
4. Certified Speedometer	☒	☐
5. Front Bucket Seats - Cloth	☒	☐
6. Full Size Spare	☒	☐
7. Electric Windows and Door Locks	☒	☐
8. Shall Be All-Wheel Drive	☒	☐
9. Hands Free Calling (Bluetooth)	☒	☐
10. Tilt Steering	☒	☐
11. Back-Up Camera	☒	☐
12. Key Fob Feature w/ 4 sets of keys	☒	☐
13. Cruise Control	☒	☐

SPECIFICATIONS PAGE 2

Seven (7) Vehicles to be Equipped with the following:

	<u>YES</u>	<u>NO</u>
1. Jotto Desk Console with Cup Holder and Arm Rest Specific to Vehicle	✓	
2. Wig-Wag Headlamps or Headlamp to Simulate Wig-Wag	✓	
3. Flashing Back-up Lamps Mounted in the Rear White Reverse Lens	✓	
4. 100 Watt Siren Speaker Mounted Behind Grille	✓	
Whelen Siren Model 2955LSA6 mounted in Console with switch operation given after bid award	✓	
5. Radio Wiring and Antenna ran to Console, Antenna Mounted on Roof rear	✓	
7. 12V Power & Ground Wiring with (3) 12V Accessory Outlets Mounted in Console	✓	
Charge Guard Auto Shutoff Timer Mounted in Console with All Upfitter Installed	✓	
8. Equipment Powered by Charge Guard	✓	
9. Jotto Desk A-MOD Laptop mount Specific to Vehicle	✓	
Sound-off Signal Intersector Lights (white/clear) shall be mounted on Door	✓	
10. Mirrors	✓	
Whelen Edge (Front)-XLP2-piece LED with Takedowns mounted top interior windshield, Red on Driver side and Blue on Passenger side	✓	
11. (IX34UFZRRRTTBBB)	✓	
Whelen Edge (Rear)-RTX Series Rear Facing Super-LED with Traffic Advisor mounted top interior rear lift gate glass, Red on Driver side and Blue on	✓	
12. Passenger Side (ISTRAY8RRRRBBBB)	✓	
Whelen ION Wide Angle Series Super-LED Universal Light-mounted on the interior of the rear cargo area, and facing out each of the rear side cargo windows, with Blue (TL1B) on the Left and Right sides, mounted on Bottom of	✓	
13. glass		

One (1) Vehicles to be Equipped with the following extras for Detectives

	<u>YES</u>	<u>NO</u>
American Aluminum CamLock Vault System Item Code: VT UP (Specific to vehicle) 45"Wx24"Dx8"H w/ Bracket, Locking System Keyed Alike, Mate Black	✓	
1. Power Coating and Top Basket		
Exterior Color to be Chosen after bid is Awarded (Vendor to contact prior to order)	✓	
2.		

Six (6) Vehicles to be Equipped with the following extras for Patrol

	<u>YES</u>	<u>NO</u>
1. Spotlight Mounted in Left A-Pillar	✓	
2. White Exterior Color	✓	
Whelen ION Wide Angle Series Super-LED Universal Light-mounted on the interior of the rear passenger area, and facing out each of the rear side passenger windows, with Blue (TL1B) in front and Red (TL1R) in rear on the Left	✓	
3. and Right sides, mounted on Bottom of glass		
Whelen Tracer Red, Blue 60" LED Rocker Panel Lights. Dual Color Capability	✓	
4. mounted on the Right and Left side, lower rocker panel on the pinch weld area		
Sentina Single Prisoner Cell w/Full Replacement seat, Door Panels and Rear	✓	
5. Cargo Barrier. (1K0574DUR11FSR)		
Camera System to be Installed by Vendor (Camera System will be furnished by	✓	
6. City of Paducah)		

- | | | |
|--|-------------------------------------|-------|
| 7. Rear Door Locks, Windows and Inside Door Handle inoperable from rear seat | ☒ | _____ |
| 8. Sentina Vertical Weapons Locker System (GK10301S1USSCAXL) | ☒ | _____ |
| 9. Brother Printer mount Specific to Vehicle | ☒ | _____ |

LINWOOD MOTORS
3345 PARK AVE
PADUCAH, KY 420014039

Configuration Preview

Date Printed: 2019-07-29 2:39 PM
Estimated Ship Date:

VIN:
VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 00KDA City of Padu
FAN 2:
Client Code:
Bid Number: TB9066
PO Number:

Sold to:
LINWOOD MOTORS (60260)
3345 PARK AVE
PADUCAH, KY 420014039

Ship to:
LINWOOD MOTORS (60260)
3345 PARK AVE
PADUCAH, KY 420014039

Vehicle:

~~2019~~
2020 DURANGO PURSUIT AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT AWD ✓	34,370
Package:	2BZ	Customer Preferred Package 2BZ	0
	ERC	3.6L V6 24V VVT Engine Upg I w/ESS	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	*H7	Cloth Low-Back Bucket Seats	0
	-X9	Black	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	TBP	Full Size Spare Tire	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	151	Zone 51-Chicago	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB9066	Government Incentives	0
Discounts:	YG1	7.5 Additional Gallons of Gas	0
Destination Fees:			1,395

Total Price: 35,765

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Salesperson:
Customer Name:
Customer Address:

PSP Month/Week:
Build Priority: 99

Instructions: USA

6 units are white
1 unit other color

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

CHRYSLER

DODGE

FIAT

JEEP

RAM

LAW ENFORCEMENT



2020 DODGE DURANGO PURSUIT

SELECT STANDARD FEATURES

8-Speed Automatic Transmission
 Air Conditioning with Air Filtration
 All-Wheel-Drive System — Two-speed, active on-demand
 Alternator — 220-amp, heavy-duty
 Automatic Headlamps
 Auxiliary Power Outlet — 12-volt
 Battery — 650-amp (standard), 800-amp (available with 5.7L HEMI® V8)
 Brakes — Antilock four-wheel disc, heavy-duty
 Console — Full-length floor with armrest and storage; overhead with two lamps and sunglasses storage
 Fog Lamps
 Front and Rear Floor Mats
 Front and Rear Interior LED Lamps
 Glass — Deep-tint sunscreen on rear doors, quarter panels and rear liftgate
 Headliner with Red/White Dome Lamp
 Heavy-Duty Engine Cooling Package
 Power-Locking Fuel-Filler Door
 Rear Load-Leveling Suspension
 Speed Control

SAFETY & SECURITY

Active Head Restraints⁽¹⁾ — Standard
 Air Bags⁽²⁾ — Advanced multistage driver and front-passenger, advanced side-curtain and supplemental front-seat side — Standard
 Four-Wheel Disc Antilock Brake System with Electronic Brake-Force Distribution — Standard
 ParkView® Rear Back-Up Camera⁽²⁾ with ParkSense® Rear Park Assist⁽³⁾ — Standard
 Rain Brake Support — Standard
 Ready Alert Braking — Standard
 Trailer Sway Control⁽⁴⁾ — Standard



Properly secure all cargo.

ENGINES

HORSEPOWER⁽¹⁷⁾

TORQUE⁽¹⁷⁾

3.6L Pentastar® V6	293 hp @ 5,400 rpm	260 lb.-ft. @ 4,300 rpm
5.7L HEMI V8	360 hp @ 5,150 rpm	390 lb.-ft. @ 4,250 rpm

CHRYSLER

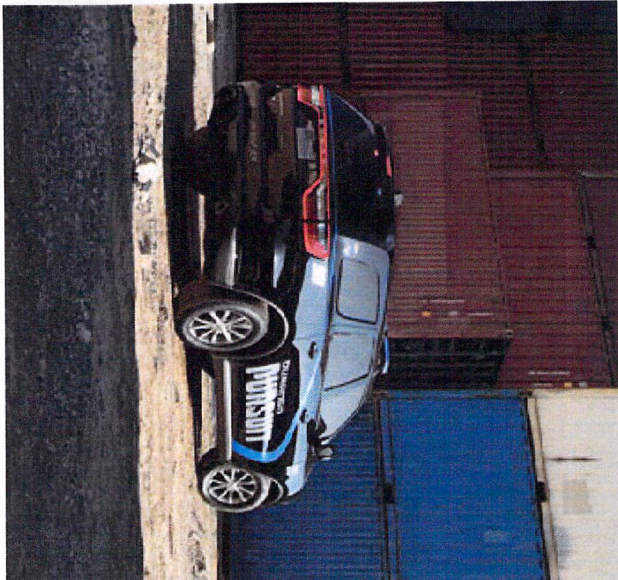
DODGE

FIAT®

JEEP®

RAM

LAW ENFORCEMENT



EXTERIOR DIMENSIONS ⁽¹⁾	
Wheelbase	119.8
Overall Length	201.2
Overall Width	85.5
Height at Antenna	72.7
Running Ground Clearance	8.1
Approach Angle, with Air Dam	16.3
Departure Angle	21.5
Breakover Angle	18.1
Front Track	63.9
Rear Track	64.1
Base Curb Weights (lb) — 3.6L (4x4)	4,913
— 5.7L (4x4)	5,331

INTERIOR DIMENSIONS⁽¹⁾

First Row	
— Head Room	39.9
— Leg Room	40.3
— Shoulder Room	58.5
— Hip Room	57
Second Row	
— Head Room	39.8
— Leg Room	38.6
— Shoulder Room	50.4
— Hip Room	42.8
Cargo Volume — Behind second row (cu ft)	43.3
Cargo Volume — Behind front-row seats with rear seats folded (cu ft)	85.1
Seating Capacity	5
Fuel Tank Capacity (gal)	24.6

⁽¹⁾Based on 2013MY vehicle information. All dimensions are in inches unless otherwise noted.

TOWING ⁽¹⁾⁽²⁾	
Tow Class (max)	III
Maximum Towing (lb) — 3.6L V6	6,200
— 5.7L V8	7,200 / AWD

EXTERIOR PAINT COLORS

Granite	Redline 2-Coat Pearl
DB Black	Reactor Blue
Vice White	Destroyer Gray
White Knuckle	Billet



FCA Fleet Powertrain Care
5 Year / 100,000 Mile Limited Warranty Extension
(\$0 Deductible)

THIS LIMITED WARRANTY IS PROVIDED TO OWNERS of a 2016, 2017 and 2018 Model Year Chrysler, Dodge, Jeep and Ram vehicles (excluding vehicles equipped with diesel engines) who purchased it through FCA US LLC specifically for Fleet Government Bid/Leases and Fleet Commercial/ Lease orders only.

YOUR LEGAL RIGHTS UNDER THIS LIMITED WARRANTY

This warranty is the express warranty FCA US LLC ("FCA") makes for your vehicle. This warranty gives you specific legal rights. You may also have other rights that vary from state to state. For example, you may have some implied warranties, depending on the state where your vehicle was sold or is registered.

These implied warranties are limited, to the extent allowed by law, to the time periods covered by this express written warranty.

If you use your vehicle primarily for business or commercial purposes, then these implied warranties do not apply and FCA completely disclaims them to the extent allowed by law. And the implied warranty of fitness for a particular purpose does not apply if your vehicle is used for racing, even if the vehicle is equipped for racing.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

Incidental and Consequential Damages Not Covered

Your warranty does not cover any incidental or consequential damages connected with your vehicle's failure, either while under warranty or afterward. Examples of such damages include: (a) lost time; (b) inconvenience; (c) the loss of the use of your vehicle; (d) the cost of rental vehicles, gasoline, telephone, travel, or lodging; (e) the loss of personal or commercial property; and (f) the loss of revenue.

Some states don't allow incidental or consequential damages to be excluded or limited, so this exclusion may not apply to you.

Persons to Whom the Limited Warranty is Offered

This Limited Warranty is provided to owners of a 2016, 2017 and 2018 Model Year Chrysler, Dodge, Jeep and Ram vehicles (excluding vehicles equipped with diesel engines) who purchased it through FCA US LLC specifically for Fleet Government Bid/Leases and Fleet Commercial/ Lease orders only.

What This Limited Warranty Extension Covers

This Powertrain Limited Warranty is a part of your New Vehicle Limited Warranty. It extends the 5 year or 60,000 mile powertrain limited warranty on mechanical components of the vehicle to 5 years from the in service date of the vehicle or 100,000 miles on the odometer, whichever comes first. It covers the cost of all parts and labor needed to repair a powertrain component listed below that is defective in workmanship and materials

Please keep this letter in your glove box along with your vehicle's other warranty information for future reference if necessary. All the other terms and conditions and the "What's Not Covered" items of your warranty remain the same as stated in your Warranty Information book.

Parts Covered

The Powertrain Limited Warranty covers these parts and components of your vehicle's powertrain supplied by FCA US LLC

Gasoline Engine: Cylinder Block and all Internal Parts; Cylinder Head Assemblies; Timing Case, Timing Chain, Timing Belt, Gears and Sprockets; Vibration Damper; Oil Pump, Water Pump and Housing; Intake and Exhaust Manifolds; Flywheel with Starter Ring Gear; Core Plugs; Valve Covers; Oil Pan; Turbocharger Housing and Internal Parts; Turbocharger Wastegate Actuator; Supercharger; Serpentine Belt Tensioner; Seals and Gaskets for listed components only.

Transmission: Transmission Case and all Internal Parts; Torque Converter; Drive/Flex Plate; Transmission Range Switch; Speed Sensors; Pressure Sensors; Transmission Control Module; Bell Housing; Oil Pan; Seals and Gaskets for listed components only.
NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.

Front Wheel Drive: Transaxle Case and all Internal Parts; Axle Shaft Assemblies; Constant Velocity Joints and Boots; Differential Cover; Oil Pan; Transaxle Speed Sensors; Transaxle Solenoid Assembly; PRNDL Position Switch; Transaxle Electronic Controller; Torque Converter; Seals and Gaskets for listed components only.
NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.

All-Wheel Drive (AWD): Power Transfer Unit and all Internal Parts; Viscous Coupler; Axle Housing and all Internal Parts; Constant Velocity Joints and Boots; Drive Shaft and Axle Shaft Assemblies; Differential Carrier Assembly and all Internal Parts; Output Ball Bearing; Output Flange; End Cover; Overrunning Clutch; Vacuum Motor; Torque Tube; Pinion Spacer and Shim; Seals and Gaskets for listed components only.

Rear Wheel Drive: Rear Axle Housing and all Internal Parts; Axle Shafts; Axle Shaft Bearings; Drive Shaft Assemblies; Drive Shaft Center Bearings; Universal Joints and Yokes; Seals and Gaskets for listed components only.

Four-Wheel Drive (4x4): Transfer Case and all Internal Parts; transfer case control module and shift mode motor assembly Axle Housing and all Internal Parts; Axles Shafts; Axle Shaft Bearings; Drive Shafts Assemblies (Front and Rear); Drive Shaft Center Bearings; Universal Joints and Yokes; Disconnect Housing Assembly; Seals and Gaskets for the listed components only.

HOW TO GET WARRANTY SERVICE

Where to Take Your Vehicle

In the United States (We Include U.S. Possessions and Territories as Part of the United States for Warranty Purposes): Warranty service must be done by an authorized Chrysler, Dodge, Jeep or Ram dealer. We strongly recommend that you take your vehicle to your Selling Dealer. They know you and your vehicle best, and are most concerned that you get prompt and high quality service. If you move within the United States, warranty service may be requested from any authorized Chrysler, Dodge, Jeep or Ram dealer.

In Canada and Mexico: If you are traveling temporarily in Canada or Mexico, and your vehicle remains registered in the United States, your FCA US warranty still applies. Service may be requested at any authorized Chrysler, Dodge, Jeep or Ram dealership.

WHAT IS NOT COVERED UNDER THIS FCA US LLC LIMITED WARRANTY

Some Modifications Don't Void the Warranty But Aren't Covered

Certain changes that you might make to your vehicle do not, by themselves, void this warranty. Examples of some of these changes are: (a) installing non-FCA US LLC ("FCA") parts, components, or equipment (such as a non-FCA radio or speed control); and (b) using special non-FCA materials or additives.

But your warranty does not cover any part that was not on your vehicle when it left the manufacturing plant or is not certified for use on your vehicle. Nor does it cover the costs of any repairs or adjustments that might be caused or needed because of the installation or use of non-FCA parts, components, equipment, materials, or additives.

Performance or racing parts are considered to be non-FCA parts. Repairs or adjustments caused by their use are not covered under your warranty. Examples of the types of alterations not covered are: (a) installing accessories - except for genuine FCA / MOPAR accessories installed by an authorized Chrysler, Dodge, Jeep or Ram dealer; (b)

FCA Fleet Powertrain Care
5 Year / 100,000 Mile Limited Warranty Extension
(\$0 Deductible)

applying rustproofing or other protection products; (c) changing the vehicle's configuration or dimensions, such as converting the vehicle into a limousine or food service vehicle; or (d) using any refrigerant that FCA has not approved.

Environmental Factors Not Covered

Your warranty does not cover damage caused by environmental factors such as airborne fallout, bird droppings, insect damage, chemicals, tree sap, salt, ocean spray, acid rain, and road hazards. Nor does your warranty cover damage caused by hailstorms, windstorms, tornadoes, sandstorms, lightning, floods, and earthquakes.

Your warranty does not cover conditions resulting from anything impacting the vehicle. This includes cracks and chips in glass, scratches and chips in painted surfaces, or damage from collision.

Maintenance Costs Not Covered

Your warranty does not cover the costs of repairing damage caused by poor or improper maintenance. Nor does it cover damage caused by the use of contaminated fuels, or by the use of fuels, oils, lubricants, cleaners or fluids other than those recommended in your Owner's Manual.

The warranty does not cover the costs of your vehicle's normal or scheduled maintenance - the parts and services that all vehicles routinely need. Some of these parts and services, which your warranty does cover, include: (a) lubrication; (b) engine tune-ups; (c) replacing filters, coolant, spark plugs, bulbs, or fuses (unless those costs result from a covered repair); (d) cleaning and polishing; and (e) replacing worn wiper blades, worn brake pads and linings, or clutch linings.

Racing Not Covered

Your warranty does not cover the costs of repairing damage or conditions caused by racing, nor does it cover the repair of any defects that are found as the result of participating in a racing event.

Certain Kinds of Corrosion Not Covered

Your warranty does not cover the following: (a) corrosion caused by accident, damage, abuse, or vehicle alteration; (b) surface corrosion caused by such things as industrial fallout, sand, salt, hail, ocean spray, and stones; (c) corrosion caused by the extensive or abnormal transport of caustic materials like chemicals, acids, and fertilizers; and (d) corrosion of special bodies, body conversions, or equipment that was not on your vehicle when it left the manufacturing plant or was not supplied by FCA.

Other Exclusions

Your warranty does not cover the costs of repairing damage or conditions caused by any of the following: (a) fire or accident; (b) abuse or negligence; (c) misuse - for example, driving over curbs or overloading; (d) tampering with the emission systems, or with a part that could affect the emission systems; (e) use of used parts, even if they were originally supplied by FCA (however, authorized FCA / MOPAR remanufactured parts are covered); (f) windshield or rear window damage from external objects; (g) any changes made to your vehicle that don't comply with Chrysler; or (h) using any fluid that doesn't meet the minimum recommendations in your Owner's Manual.

Total Loss, Salvage, Junk, or Scrap Vehicles Not Covered

A vehicle has no warranty coverage of any kind if: (a) the vehicle is declared to be a total loss by an insurance company; (b) the vehicle is rebuilt after being declared to be a total loss by an insurance company; or (c) the vehicle is issued a certificate of title indicating that it is designated as "salvage," "junk," "rebuilt," "scrap," or some similar word.

FCA will deny warranty coverage without notice if it learns that a vehicle is ineligible for coverage for any of these reasons.

Restricted Warranty

Your warranty can also be restricted by FCA. FCA may restrict the warranty on your vehicle if the vehicle is not properly maintained, or if the vehicle is abused or neglected, and the abuse or neglect interferes with the proper functioning of the vehicle. If the warranty is restricted, coverage may be denied or subject to approval by FCA before covered repairs are performed.

Registration and Operation Requirements

This Limited Warranty covers your vehicle only if: (a) it is registered in the U.S.; (b) it is driven mainly in the U.S. or Canada, and (c) it is operated and maintained in the manner described in your Owner's Manual.

There is no Limited Warranty coverage on your Vehicle if it is sold, registered or operated, other than temporarily, by you, outside of the United States (including the 50 states, the District of Columbia, Puerto Rico, or Guam).

Other Terms of These Limited Warranties

Punitive, exemplary or multiple damages may not be recovered unless applicable state or local law prohibits this disclaimer. No person, including FCA US LLC employees or dealers, may modify or waive any part of this Limited Warranty.

General Information

It's your responsibility to properly maintain and operate your new vehicle. Follow the instructions contained in the General and Scheduled Maintenance Service guidelines in your Owner's Manual. Regular, scheduled maintenance is essential to trouble-free operation. If there is a dispute between you and FCA US concerning your maintenance of your vehicle, FCA US will require you to provide proof that your vehicle was properly maintained.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/28/2019

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

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

PRODUCER YouZoom Insurance Services, Inc 6900 College Blvd Ste 1000 Overland Park KS 66211	CONTACT NAME:	
	PHONE (A/C, No, Ext): 888-240-8803	FAX (A/C, No): 877-835-1833
INSURED Linwood Chrysler Dodge Hyundai LLC 3345 Park Ave. Paducah, KY 42001	E-MAIL ADDRESS: AMServiceCenter@arrowheadgrp.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Harco National Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1259281695

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			CPP0007370-01	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CPP0007370-01	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			BU0007370-01	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 15,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Garage Dealer Liability Garagekeepers			CPP0007370-01	7/1/2019	7/1/2020	Each Accident * Limit 1,000,000 see desc of ops

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

Garage Liability coverage is provided on an "Any Auto" basis.
*Aggregate of \$5,000,000 applies to the Garage Liability.
Covered Locations and Garage Keepers Limits at each Policy Location:
3345 Park Ave Paduca, KY / Limit \$300,000
2007 State Rt 45 Mayfield, KY / Limit \$300,000
1634 East 5th Street Metropolis, IL / Limit \$300,000

CERTIFICATE HOLDER

CANCELLATION

Kentucky Motor Vehicle Commission
105 Sea Hero Road, Suite 1
Frankfort KY 40601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

YouZoom Insurance Services, Inc.

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Standard Features - WDEE75-DURANGO PURSUIT AWD	
Code	Description
C1A	#1 Seat Foam Cushion
JJ3	118 MPH Maximum Speed Calibration
JKP	12V Auxiliary Power Outlet
JCF	140 MPH Primary Cert. Speedometer
WP1	18X8.0 Painted Aluminum Wheels
DJC	195MM Front Axle
DRH	195MM Rear Axle
XCH	2 Additional Key Fobs
BAJ	220 Amp Alternator
NF4	24.6 Gallon Fuel Tank
CFN	2nd Row 60/40 Folding Seat
DLK	3.45 Rear Axle Ratio
ERC	3.6L V6 24V VVT Engine Upg I w/ESS
BR8	4-Wheel Disc Heavy Duty Brakes
CYD	5 Passenger Seating
NAS	50 State Emissions
RCG	6 Speakers
BCZ	650 Amp Maintenance Free AGM Battery
RFJ	7.0" Touch Screen Display
DFT	8-Spd Auto 850RE Trans (Make)
RD3	Accent Color Shark Fin Antenna
MRD	Accent Color Wheel Lip Molding
GAK	Acoustic Windshield
CBD	Active Head Restraints
CG3	Advanced Multistage Front Air Bags
JMA	Air Filtering
RFP	Apple CarPlay
HAH	ATC w/3 Zone Temp Control
LMG	Automatic Headlamps
BC1	Aux Battery
JJM	Auxiliary 12-Volt Rear Power Outlet
MWT	AWD Badge
CTL	Base Door Trim Panel
MMG	Belt Moldings
MNK	Body Color Door Handles
LEP	Body Color Exterior Mirrors
MBL	Body Color SRT Front Fascia
MBT	Body Color/Accent Color Rear Fascia
XJM	Capless Fuel Fill w/o Discriminator
CKN	Cargo Compartment Carpet
CKT	Cargo Tie Down Loops
CGU	Child Seat Anchor System-LATCH Ready
MFP	Chrome Headlamp Bezels

Standard Features - WDEE75-DURANGO PURSUIT AWD	
Code	Description
*H7	Cloth Low-Back Bucket Seats
DS7	Conventional Differential Frt Axle
DS8	Conventional Differential Rear Axle
CLG	Covered Cargo Storage
GEG	Deep Tint Sunscreen Glass
CF9	Delete 3rd Row Seat
X82	Door Parts Module
CBR	Door Trim Panel w/Ambient Lighting
CGY	Drvr Inflatable Knee-Bolster Air Bag
JJB	Dual Note Electric Horns
MZJ	Durango Bright Badge
SBL	Electric Power Steering
BNB	Electronic Stability Control
NHA	Engine Oil Cooler
LSE	Enhanced Accident Response System
NHJ	Exterior Mirrors w/Heating Element
CKD	Floor Carpet
BNR	Four Wheel Traction Control
LBR	Front & Rear Interior LED Lamps
GCB	Front Door Tinted Glass
X83	Front End Parts Module
X8W	Front Fascias Parts Module
MDA	Front License Plate Bracket
LAX	Front Passenger Seat Belt Alert
X89	Front Suspension Damper Parts Module
X84	Front Suspension Parts Module
CDW	Frt Pass Forward Fold Flat Seat
CUF	Full Length Floor Console
TBB	Full Size Spare Tire
LBC	Glove Box Lamp
RF5	Google Android Auto
JLP	GPS Antenna Input
Z6K	GVW Rating - 6500#
LMB	Halogen Headlamps
X8Y	Headliner Parts Module
NMC	Heavy Duty Engine Cooling
BNG	Hill Start Assist
HGA	Hood Insulation
CWP	Illuminated Cupholders
LAC	Illuminated Entry
JB5	Instr. Panel Platinum Chrome Bezel
X81	Instrument Panel Parts Module
RTF	Integrated Center Stack Radio

Standard Features - WDEE75-DURANGO PURSUIT AWD	
Code	Description
XRB	Integrated Voice Command w/Bluetooth
CSV	Interior Assist Handles
XS4	K Black Interior Accents
GAP	Laminated Front Door Glass
LA3	LED Taillamps w/Red Accents
CXG	Lock On Sync Tire Press Sensor
CLX	Luxury Front & Rear Floor Mats
RS6	Media Hub (2 USB, Aux)
TZH	Michelin Brand Tires
APA	Monotone Paint
XA8	Non Adjustable Pedals
SDA	Normal Duty Suspension
CUN	Overhead Console
TP5	P265/60R18 BSW On/Off Road Tires
XH3	Parksense Rr Park Assist w/Stop
XAC	ParkView Rear Back-up Camera
CSR	Passenger Assist Handles
SCJ	Perforated Leather Wrapped Strg Whl
MFN	Performance Grille w/ Black Texture
JPU	Power 4-Way Driver Lumbar Adjust
JPR	Power 8-Way Drvr/Manual Pass Seat
JKY	Power Accessory Delay
GTS	Power Heated Mirrors, Fold-Away
XJA	Power Locking Fuel Filler Door
JPB	Power Locks
JAJ	Premium Instrument Cluster w/Tach
HGP	Premium Insulation Group
LTE	Premium LED Fog Lamps
XPF	Protective Coating and Remover
GX4	Pushbutton Start
JP3	Pwr Front Windows, 1-Touch,Up & Down
XFC	R1234YF A/C Refrigerant
BHC	Rain Brake Support
BHD	Ready Alert Braking
HBB	Rear Air Conditioning w/Heater
X8U	Rear Fascias Parts Module
SES	Rear Load Leveling Suspension
X91	Rear Suspension Damper Parts Module
X85	Rear Suspension Parts Module
GNK	Rear View Auto Dim Mirror
GFA	Rear Window Defroster
JHB	Rear Window Wiper/Washer
GXM	Remote Keyless Entry

Standard Features - WDEE75-DURANGO PURSUIT AWD	
Code	Description
GXD	Remote Proximity Keyless Entry
X8Z	Seat Parts Module
XX7	Selectable Steering Modes
GXX	Sentry Key Theft Deterrent System
MRF	Sill Molding
JER	Silver Metal Brush Instr Panel Bezel
DHY	Single Speed Transfer Case
AHV	Special Service Group
NHM	Speed Control
XG8	Sport Mode
LNQ	Spot Lamp Wiring Prep.
WLB	Steel Spare Wheel
RDZ	Steering Wheel Mounted Audio Ctrls
XHZ	Stop-Start Dual Battery System
GNV	Sun Visors w/Vanity Mirror
CJ5	Supp. Side Curtain All Rows Air Bags
CJ1	Supplemental Frt Seat Side Air Bags
CGS	Supplemental Side Air Bags
JFJ	Temperature & Compass Gauge
SUD	Tilt/Telescope Steering Column
GBB	Tinted Windshield Glass
XBN	Tip Start
X88	Tire & Wheel Parts Module
XGM	Tire Pressure Monitoring Display
BNT	Trailer Sway Damping
NHQ	Transmission Heater
UAG	Uconnect 4 with 7" Display
RF7	USB Host Flip
JHA	Var Intermittent Windshield Wipers
LAZ	Vehicle Information Center

Package Details		
Customer Preferred Package 2BZ		
Package Contents	FWP (USD)	MSRP (USD)
3.6L V6 24V VVT Engine Upg I w/ESS	0	0
8-Spd Auto 850RE Trans (Make)	0	0
Durango Pursuit Vehicle	0	0
Package Value Price	0	0
NET PACKAGE PRICE	0	0

**CITY OF PADUCAH, KENTUCKY
ENGINEERING-PUBLIC WORKS DEPARTMENT**

**BID PROPOSAL for SEVEN (7) POLICE
PURSUIT RATED SUV'S
for use by the
PADUCAH POLICE DEPARTMENT**

Proposal of Jeff Wyler Chrysler, Inc.

(hereinafter called Bidder), organized and existing under the laws of Kentucky
(state) and doing business as Jeff Wyler Chrysler, Inc. *, as
applicable to the City of Paducah, Kentucky (hereinafter referred to as Owner.)
**Insert "A Corporation", A Partnership" or "An Individual"*

In compliance with your Invitation for Bid, Bidder hereby proposes to furnish all the necessary labor, material, equipment, tools and services necessary for the purchase and delivery of **Seven (7) Police Pursuit Rated SUV's** for use by the **Paducah Police Department** in accordance with the specifications and other contract documents prepared by the City Engineering-Public Works Department, at the prices stated below.

By submission of this Bid, each Bidder certifies that this Bid has been arrived at independent, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any other competitor.

In case of a discrepancy in the extension of a bid price, the unit price shall govern over the total price for all items.

Bidder has submitted with this Bid Proposal the required signed and notarized Certifications as required by the laws of the Commonwealth of Kentucky. **Failure of the Bidder to comply with these provisions will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.**

If Notice of the Award is given to the Bidder within Sixty (60) days after the time of receipt of Bids, the Bidder agrees to execute and deliver a Contract Agreement in the prescribed form within ten (10) days after the Contract is presented for signature. Subsequent to the execution of the Contract, Bidder hereby agrees to commence Work and to deliver the vehicles as specified within the contract documents.

Prior to commencing Work, the successful Bidder shall furnish the Owner with a Certificate of Insurance showing that the required insurance as set forth in the specifications is in force.

In submitting this Bid, it is understood that the right is reserved by the Owner to reject any and all Bids in accordance with the City of Paducah's Code of Ordinances and the Specifications. Additionally, any Award may be made to the lowest Bidder for all items, groups of items, or on an individual item basis, whichever is deemed to be in the best interest of the City.

ADDENDUM

The Bidder hereby acknowledges receipt of the following Addenda, if any, and is fully aware of the implications of the addendums on the Bid:

Addendum No(s) N/A Dated August 1, 2019

BID PROPOSAL:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1.	Police Vehicles in accordance with the Specifications	7	Each	\$ <u>40,007.00</u>	\$ <u>280,049.00</u>
2	In the event the City may need to purchase additional vehicles prior to June 30, 2020, will the Bidder allow the purchase of Two Additional Police Vehicles in accordance with the Specifications at the Proposed Unit Price provided herein?			YES <u>✓</u>	NO <u> </u>

Proposed Body Manufacturer, Model and Year: Dodge Durango 2020

Proposed Delivery Time (days): Approximately 180

Location of the full service maintenance facility: Paducah, Kentucky

GRADING CRITERIA

The Bidder is aware that the Owner will evaluate the Bids submitted based on the Criteria listed on the "Owner Evaluation Form - Section 00330" as included within the Specifications.

ATTACHEMENTS TO THE BID PROPOSAL REQUIRED:

Failure of the Bidder to submit the following documents with the Bid Proposal will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.

<u>INCLUDED</u>	<u>ITEM</u>
<u>✓</u>	1. Bidder's Certification Section 00320, signed and notarized.
<u>✓</u>	2. "Compliance with Technical Specifications" form. Bidder shall indicate compliance by checking "YES" or "NO" adjacent to each individual item. A "YES" indicates full compliance with the specification and a "NO" indicates an exception and/or variation to the specification.
<u>✓</u>	3. All individual items marked by a "NO" on the "Compliance with Technical Specifications" form shall indicate the exception on a separate attached sheet.
<u>✓</u>	4. One Copy of Full Manufacturer Specifications and Warranty information, including a detailed description of the equipment proposed and the conformance to the Owner's specifications. The manufacturer's specifications shall include information regarding size, type model and make of all component parts and equipment.

PREFERENCE TO KENTUCKY BIDDERS

In accordance with KRS 45A.365, prior to a contract being awarded, a resident bidder of the Commonwealth shall be given a preference against a non-resident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder.

Bidder is a resident of the following state: Kentucky

If Bidder is a non-resident of the Commonwealth of Kentucky, indicate if any preference is given by the resident's state: N/A

BID DOCUMENTS:

Bid Documents shall be enclosed in an envelope clearly labeled with the words "Bid Documents, Name of Project, Name of Bidder, and Date and Time of Bid Opening," in order to guard against premature opening of the bid. Bids received late will be disqualified and returned to the sender unopened.

The Bidder herein certifies that all specifications have been reviewed and that any variations to the said specifications, including exceptions to or enhancements to same, are clearly indicated as an attachment to this bid.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

BIDDER: Jeff Wyler Chrysler, Inc.

BY: Rick Ausbrooks DATE: August 1, 2019

TITLE: Fleet Representative

ADDRESS: 100 Alexandria Pike

Ft. Thomas, KY. 41075

PHONE: 859.441-7800 FAX: 270.441-7806

CELL PHONE: 270.935.7379 E-MAIL: rick@cts-ky.net

FEDERAL TAXPAYER IDENTIFICATION NUMBER: 61-1316196

KENTUCKY TAXPAYER IDENTIFICATION NUMBER: 0440935

CITY OF PADUCAH BUSINESS LICENSE NUMBER: TBD

THE FOLLOWING INFORMATION IS REQUIRED:

1. If the bidder is a corporation, partnership, joint venture, or other entity, the name of the entity and the name of the person or persons who are authorized to execute the bid on behalf of the entity must be given. The name of the person or persons must be given in full, including title, and must be accompanied by a signature of the person or persons. The name of the person or persons must be given in full, including title, and must be accompanied by a signature of the person or persons.

2. If the bidder is a resident of the following state, _____

3. If the bidder is a non-resident of the Commonwealth of Kentucky, indicate if any preference is given by the bidder's state: _____

THE FOLLOWING INFORMATION IS REQUIRED:

4. The bidder shall be required to provide in an envelope clearly labeled with the words "Bid Documents" a copy of the bid and the bid opening, in order to ensure that the bid is received and opened in a timely manner. The bidder shall be required to provide a copy of the bid and the bid opening, in order to ensure that the bid is received and opened in a timely manner.

5. The bidder shall certify that all information has been reviewed and that any variance in the bid specifications, including exceptions to the specifications, is clearly indicated as an attachment to this bid.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY

SIGNER: Jeffrey C. Cline, Inc.

DATE: August 1, 2000

TITLE: Chief Representative

ADDRESS: 100 Alex. Leitch Ave.

City: Franklin, KY 40522

PHONE: 502-441-7300

CELL PHONE: 502-441-7300

FEDERAL TAXPAYER IDENTIFICATION NUMBER: 01-181810

KENTUCKY TAXPAYER IDENTIFICATION NUMBER: 00000000

CITY OF PADUCAH BUSINESS LICENSE NUMBER: 180

**CITY OF PADUCAH, KENTUCKY
BIDDER'S REQUIRED CERTIFICATIONS**

The Bidder is hereby given notice that in accordance with the statutes of the Commonwealth of Kentucky, the Bidder is required to submit the following Certifications with the Bid Proposal. **Failure to comply with this requirement will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.**

1. NON-COLLUSION

The affiant does solemnly swear, under penalty of perjury under the Laws of the United States, that I, the undersigned Bidder, and/or any agents, officers, employees and/or subcontractors employed, or that may be employed for any activity covered by the above Project have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this Bid Proposal.

2. WORKERS' COMPENSATION AFFIDAVIT

The affiant does solemnly swear, under penalty of perjury pursuant to KRS 198B.060(10), that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project shall be in full compliance with Kentucky's requirements for Workers' Compensation Insurance according to KRS 342, and Unemployment Insurance according to KRS Chapter 341.

The affiant acknowledges that failure on the affiant's part to comply with the foregoing assurances can result in a fine not to exceed four thousand dollars (\$4,000.00) or an amount equal to the sum of all uninsured and unsatisfied claims that might be prosecuted under the provisions of KRS 342 or unemployment insurance claims that might be prosecuted under the provisions of KRS 341, whichever is greater.

3. CAMPAIGN FINANCE LAWS

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project have not knowingly violated any provisions of the Campaign Finance Laws of the Commonwealth of Kentucky; and that the award of a Contract to the Bidder or the entity in which he/she represents will not violate any provisions of the Campaign Finance Laws of the Commonwealth. This information provided by the Bidder will be considered confidential and exempt from the Kentucky Open Records Law.

4. KRS 45A.343

The affiant does solemnly swear, under penalty of perjury, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are fully aware of the requirements and penalties outlined in KRS 45A.343 requiring the following:

- (a) the Contractor and all Subcontractors performing the work under the Contract to reveal any final determination of a violation within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor; and that
- (b) the Contractor and all Subcontractors performing the work under the Contract to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor for the duration of the Contractor.

Failure to reveal a final determination of a violation or to comply with the statutes for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the eligibility for future contracts for a period of two (2) years.

5. **KY DEPT OF REVENUE**

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are **duly registered with the Kentucky Department of Revenue** to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.

6. **TAXES AND FEES**

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are **not delinquent on any State, City or County taxes or fees** owed to the Commonwealth of Kentucky, The City of Paducah, or any other governmental agency and will remain in good standing for the duration of any contract awarded.

Therefore, as a duly authorized representative for the Bidder, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge the City of Paducah, Kentucky is reasonably relying upon these statements in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds, and other available remedies under law.

Signature: _____

Printed Name: Rick Ausbrooks

Title: Fleet Representative

Company: Jeff Wyler Chrysler, Inc.

Date: August 1, 2019

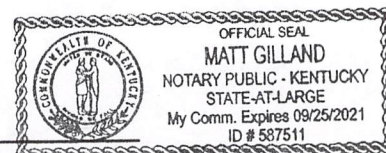
STATE OF Kentucky)

COUNTY OF Campbell)

The foregoing instrument was sworn to and acknowledged before me this 1st day of August, 2019, by Rick Ausbrooks, Fleet Representative (title) of Jeff Wyler Chrysler, Inc. (Name of Company).

My commission expires: 09/25/2021

Matt Gilland
Notary Public, State at Large



TECHNICAL SPECIFICATIONS

SCOPE

To furnish all the necessary labor, material, equipment, tools and services necessary for the purchase and delivery of the specified Vehicle(s) in accordance with the specifications contained herein.

GENERAL

The Vehicle(s) to be furnished in compliance with this specification shall be a new model, or the latest model in current production (as offered to commercial trade), and shall be of good quality as to workmanship. All equipment furnished shall be new, unused and of the manufacturer's current production design.

DELIVERY

The successful Bidder ("Vendor") shall deliver the Vehicle(s) to the Owner in care of the Engineering-Public Works Department, Fleet Maintenance Division located at 1120 North 10th Street, Paducah, Kentucky 42001. Notification and arrangements shall be made with the Owner's Representative prior to delivery.

The Vehicle(s) delivered shall be equipped with a full supply of fuel, oil and lubricants upon delivery. At the time of delivery, all equipment must meet or exceed federal, state and local safety, health, lighting and emission standards.

MANUALS AND SUPPLIES

At the time of delivery, the Vendor shall supply the following for each Vehicle(s):

- One (1) copy of the operator's manuals
- Manufacturer's Warranty Policy/Certificate and all guarantees
- Keys – Minimum of four (4) sets

SERVICE CAPABILITIES

The Successful Bidder shall maintain a full service maintenance facility with a fully stocked parts facility capable of full hydraulic, electrical and body repair. Factory-trained, qualified service personnel shall man the full service facility. Bidder shall state location and service facility within the Bid Proposal.

Widespread failure by the manufacturer's authorized dealers to render warranty service when required shall subject the manufacturer's line to suspension from the approved products list until satisfactory evidence of correction is provided.

ITEMS CONSIDERED EQUAL MAY BE PROPOSED

In accordance with KRS 45A.415, the Owner has chosen to utilize specifications by naming a sole brand in order to meet the Owner's current needs of compatibility, continuity and conformity with the established fleet force. In order to assure the maximum competition, a bidder may bid an item that is equal to that named or described in the specifications. An item shall be considered equal to the item named or described if, in the opinion of the Owner, all of the following are met:

- a. It is at least equal in quality, durability, strength and design;
- b. It will equally perform the function imposed by the general design;
- c. It conforms substantially to the detailed requirements for the item in the specifications.

**POLICE PURSUIT RATED SUV
TECHNICAL SPECIFICATIONS
and
Compliance with Technical Specifications Form**

The Bidder is required to accurately and fully complete this "Compliance with Technical Specifications" form and submit with the Bid Proposal. Bidder shall indicate compliance with each Technical Item by marking "YES" or "NO" with a check mark to indicate if the item being bid is exactly as specified. If the item is not being bid as exactly specified, the "NO" column must be checked and a detailed description of the deviation shall be listed on a separate attached sheet.

Failure to accurately complete and submit the "Compliance with Technical Specifications" form, along with any and all deviations, shall be grounds for rejection of the bid. If no exceptions or deviations are shown, the bidder shall be required to furnish the material exactly as specified. The burden of proof for compliance with this specification shall be the responsibility of the bidder.

SUBMITTED BY: Jeff Wyler Chrysler, Inc. (Bidder)

Seven (7) New Police Pursuit Rated SUV with Factory Police Package

<u>SPECIFICATIONS</u>	<u>YES</u>	<u>NO</u>
1. Shall Be V-6 no less than 290hp	☒	☐
2. Pursuit Rated	☒	☐
3. Automatic Transmission	☒	☐
4. Certified Speedometer	☒	☐
5. Front Bucket Seats - Cloth	☒	☐
6. Full Size Spare	☒	☐
7. Electric Windows and Door Locks	☒	☐
8. Shall Be All-Wheel Drive	☒	☐
9. Hands Free Calling (Bluetooth)	☒	☐
10. Tilt Steering	☒	☐
11. Back-Up Camera	☒	☐
12. Key Fob Feature w/ 4 sets of keys	☒	☐
13. Cruise Control	☒	☐

SPECIFICATIONS PAGE 2

Seven (7) Vehicles to be Equipped with the following:

	<u>YES</u>	<u>NO</u>
1. Jotto Desk Console with Cup Holder and Arm Rest Specific to Vehicle	✓	_____
2. Wig-Wag Headlamps or Headlamp to Simulate Wig-Wag	✓	_____
3. Flashing Back-up Lamps Mounted in the Rear White Reverse Lens	✓	_____
4. 100 Watt Siren Speaker Mounted Behind Grille	✓	_____
Whelen Siren Model 2955LSA6 mounted in Console with switch operation given	✓	_____
5. after bid award	✓	_____
6. Radio Wiring and Antenna ran to Console, Antenna Mounted on Roof rear	✓	_____
7. 12V Power & Ground Wiring with (3) 12V Accessory Outlets Mounted in Console	✓	_____
Charge Guard Auto Shutoff Timer Mounted in Console with All Upfitter Installed	✓	_____
8. Equipment Powered by Charge Guard	✓	_____
9. Jotto Desk A-MOD Laptop mount Specific to Vehicle	✓	_____
Sound-off Signal Intersector Lights (white/clear) shall be mounted on Door	✓	_____
10. Mirrors	✓	_____
Whelen Edge (Front)-XLP2-piece LED with Takedowns mounted top interior windshield, Red on Driver side and Blue on Passenger side	✓	_____
11. (IX34UFZRRRTTBBB)	✓	_____
Whelen Edge (Rear)-RTX Series Rear Facing Super-LED with Traffic Advisor mounted top interior rear lift gate glass, Red on Driver side and Blue on	✓	_____
12. Passenger Side (ISTRAY8RRRRBBBB)	✓	_____
Whelen ION Wide Angle Series Super-LED Universal Light-mounted on the interior of the rear cargo area, and facing out each of the rear side cargo windows, with Blue (TL1B) on the Left and Right sides, mounted on Bottom of	✓	_____
13. glass	✓	_____

One (1) Vehicles to be Equipped with the following extras for Detectives

	<u>YES</u>	<u>NO</u>
American Aluminum CamLock Vault System Item Code: VT UP (Specific to vehicle) 45"Wx24"Dx8"H w/ Bracket, Locking System Keyed Alike, Mate Black		
1. Power Coating and Top Basket	✓	_____
Exterior Color to be Chosen after bid is Awarded (Vendor to contact prior to	✓	_____
2. order)	✓	_____

Six (6) Vehicles to be Equipped with the following extras for Patrol

	<u>YES</u>	<u>NO</u>
1. Spotlight Mounted in Left A-Pillar	✓	_____
2. White Exterior Color	✓	_____
Whelen ION Wide Angle Series Super-LED Universal Light-mounted on the interior of the rear passenger area, and facing out each of the rear side passenger windows, with Blue (TL1B) in front and Red (TL1R) in rear on the Left	✓	_____
3. and Right sides, mounted on Bottom of glass	✓	_____
Whelen Tracer Red, Blue 60" LED Rocker Panel Lights. Dual Color Capability mounted on the Right and Left side, lower rocker panel on the pinch weld area	✓	_____
4. Sentina Single Prisoner Cell w/Full Replacement seat, Door Panels and Rear	✓	_____
5. Cargo Barrier. (1K0574DUR11FSR)	✓	_____
Camera System to be Installed by Vendor (Camera System will be furnished by	✓	_____
6. City of Paducah)	✓	_____

EXCEPTION * > 7. Rear Door Locks, Windows and Inside Door Handle inoperable from rear seat

8. Sentina Vertical Weapons Locker System (GK10301S1USSCAXL)

9. Brother Printer mount Specific to Vehicle

* EXCEPTIONS:

- > No OEM option available for this variant.
- > Sentina Door Panels being installed will address this specification.

City of Paducah

2020
[Fleet] 2019 Dodge Durango (WDEE75) Pursuit AWD



Table of Contents

- Dealership Information
- Weight Rating
- Technical Specifications
- Selected Model and Options
- Standard Equipment
- Vehicle Image

Jeff Wyler Chrysler

Prepared By:

Rick Ausbrooks
Jeff Wyler Chrysler
(270) 791-7953
rick@cts-ky.net

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 8904, Data updated Jul 29, 2019 10:01:00 PM PDT

[Fleet] 2019 Dodge Durango (WDEE75) Pursuit AWD

Weight Ratings

WEIGHT RATINGS

Front Gross Axle Weight Rating:	N/A
Rear Gross Axle Weight Rating:	N/A
Gross Vehicle Weight Rating:	6500.00 lbs

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[Fleet] 2019 Dodge Durango (WDEE75) Pursuit AWD

Technical Specifications

Powertrain

Transmission

Drivetrain	All Wheel Drive	Trans Order Code	DFT
Trans Type	8	Trans Description Cont.	Automatic w/OD
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.71
Second Gear Ratio (:1)	3.14	Third Gear Ratio (:1)	2.11
Fourth Gear Ratio (:1)	1.67	Fifth Gear Ratio (:1)	1.28
Sixth Gear Ratio (:1)	1.00	Reverse Ratio (:1)	3.29
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	None
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	No	Seventh Gear Ratio (:1)	0.84
Eighth Gear Ratio (:1)	0.67		

Mileage

EPA Fuel Economy Est - Hwy	25 MPG	Cruising Range - City	442.80 mi
EPA Fuel Economy Est - City	18 MPG	Fuel Economy Est-Combined	21 MPG
Cruising Range - Hwy	615.00 mi		

Engine

Engine Order Code	ERC	Engine Type	Regular Unleaded V-6
Displacement	3.6 L/220	Fuel System	Sequential MPI
SAE Net Horsepower @ RPM	293 @ 6400	SAE Net Torque @ RPM	260 @ 4000
Engine Oil Cooler	Regular Duty		

Electrical

Cold Cranking Amps @ 0° F (Primary)	650	Cold Cranking Amps @ 0° F (2nd)	650
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	220

Cooling System

Total Cooling System Capacity	N/A
-------------------------------	-----

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[Fleet] 2019 Dodge Durango (WDEE75) Pursuit AWD

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	8.4	EPA Greenhouse Gas Score	N/A
--	-----	--------------------------	-----

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Gross Axle Wt Rating - Front	N/A	Gross Axle Wt Rating - Rear	N/A
Curb Weight - Front	N/A	Curb Weight - Rear	N/A
Option Weight - Front	0.00 lbs	Option Weight - Rear	0.00 lbs
Reserve Axle Capacity - Front	N/A	Reserve Axle Capacity - Rear	N/A
As Spec'd Curb Weight	N/A	As Spec'd Payload	N/A
Maximum Payload Capacity	N/A	Gross Combined Wt Rating	N/A
Gross Axle Weight Rating	N/A	Curb Weight	N/A
Reserve Axle Capacity	N/A	Total Option Weight	0.00 lbs
Payload Weight Front	0 lbs	Payload Weight Rear	0 lbs
Gross Vehicle Weight Rating	6500.00 lbs		

Trailer

Dead Weight Hitch - Max Trailer Wt.	6200 lbs	Dead Weight Hitch - Max Tongue Wt.	620 lbs
Wt Distributing Hitch - Max Trailer Wt.	6200 lbs	Wt Distributing Hitch - Max Tongue Wt.	620 lbs
Maximum Trailering Capacity	6200 lbs		

Frame

Frame Type	N/A	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

Suspension

Suspension Type - Front	Short And Long Arm	Suspension Type - Rear	Multi-Link
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	Independent	Axle Type - Rear	Independent
Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	3.45	Axle Ratio (:1) - Rear	3.45

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(File# 2040 Dodge Durango (WIDEETS) Pursuit AWD

[illegible][illegible]

[Fleet] 2049 Dodge Durango (WDEE75) Pursuit AWD

Dimensions

Interior Dimensions

Passenger Capacity	5	Front Head Room	39.9 in
Front Leg Room	40.3 in	Front Shoulder Room	58.5 in
Front Hip Room	57 in	Second Head Room	39.8 in
Second Leg Room	38.6 in	Second Shoulder Room	50.4 in
Second Hip Room	42.8 in		

Exterior Dimensions

Wheelbase	119.8 in	Length, Overall w/rear bumper	N/A
Length, Overall	N/A	Width, Max w/o mirrors	75.8 in
Height, Overall	70.9 in	Track Width, Front	63.9 in
Track Width, Rear	64.1 in	Overhang, Front	N/A
Overhang, Rear w/o bumper	N/A	Front Bumper to Back of Cab	N/A
Cab to Axle	N/A	Cab to End of Frame	N/A
Ground to Top of Load Floor	N/A	Ground to Top of Frame	N/A
Frame Width, Rear	N/A	Ground Clearance, Front	N/A
Ground Clearance, Rear	N/A	Min Ground Clearance	8.1 in
Body Length	0.00 ft	Rear Door Opening Height	N/A
Rear Door Opening Width	N/A	Liftover Height	32.2 in
Cab to Body	N/A		

Cargo Area Dimensions

Cargo Area Length @ Floor to Seat 1	N/A	Cargo Area Length @ Floor to Seat 2	N/A
Cargo Area Length @ Floor to Seat 3	N/A	Cargo Box Width @ Top, Rear	N/A
Cargo Area Width @ Beltline	N/A	Cargo Box Width @ Floor	N/A
Cargo Box Width @ Wheelhousings	N/A	Cargo Box (Area) Height	N/A
Tailgate Width	N/A	Cargo Volume	N/A
Cargo Volume to Seat 1	84.5 ft³	Cargo Volume to Seat 2	47.7 ft³
Cargo Volume to Seat 3	47.7 ft³	Ext'd Cab Cargo Volume	N/A

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[Fleet] 2019 Dodge Durango (WDEE75) Pursuit AWD

Standard Equipment

Mechanical

Engine: 3.6L V6 24V VVT UPG I w/ESS (STD)
Transmission: 8-Speed Automatic (850RE) (STD)
3.45 Rear Axle Ratio (STD)
GVWR: 6,500 lbs (STD)
50 State Emissions
Transmission w/Driver Selectable Mode and Sequential Shift Control
Full-Time All-Wheel Drive
Engine Oil Cooler
650CCA Maintenance-Free Battery w/Run Down Protection
220 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Police/Fire
1460lbs. Maximum Payload
Rear Auto-Leveling Suspension
Front And Rear Anti-Roll Bars
Gas-Pressurized Shock Absorbers
Electric Power-Assist Steering
24.6 Gal. Fuel Tank
Single Stainless Steel Exhaust
Permanent Locking Hubs
Short And Long Arm Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Exterior

Wheels: 18" x 8.0" Painted Aluminum
Tires: P265/60R18 BSW On/Off Road
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Body-Colored Front Bumper w/Colored Rub Strip/Fascia Accent
Body-Colored Rear Step Bumper w/Colored Rub Strip/Fascia Accent

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[Fleet] 2019 Dodge Durango (WDEE75) Pursuit AWD

Exterior

Black Side Windows Trim
Body-Colored Door Handles
Chrome Bodyside Insert and Colored Wheel Well Trim
Body-Colored Power Heated Side Mirrors w/Manual Folding
Fixed Rear Window w/Fixed Interval Wiper and Defroster
Deep Tinted Glass
Speed Sensitive Variable Intermittent Wipers
Galvanized Steel/Aluminum Panels
Lip Spoiler
Front License Plate Bracket
Black Grille
Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Front Fog Lamps
Perimeter/Approach Lights
LED Brakelights
Fully Automatic Aero-Composite Halogen Headlamps w/Delay-Off
Laminated Glass

Entertainment

Radio w/Seek-Scan, Clock, Aux Audio Input Jack, Steering Wheel Controls and Voice Activation
Radio: Uconnect 4 w/7" Display
Streaming Audio
Fixed Antenna
6 Speakers
Uconnect w/Bluetooth Wireless Phone Connectivity
2 LCD Monitors In The Front

Interior

Front Seats w/Power 4-Way Driver Lumbar
12-Way Power Driver Seat -inc: Power Recline, Height Adjustment, Fore/Aft Movement, Cushion Tilt and Power 4-Way Lumbar Support
4-Way Passenger Seat -inc: Manual Recline, Fore/Aft Movement and Fold Flat
60-40 Folding Split-Bench Front Facing Manual Reclining Fold Forward Seatback Rear Seat

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[Fleet] 2019 Dodge Durango (WDEE75) Pursuit AWD

Interior

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer

Power Rear Windows and Fixed 3rd Row Windows

Leather Steering Wheel

Illuminated Front Cupholder

Rear Cupholder

3 12V DC Power Outlets

Compass

Proximity Key For Doors And Push Button Start

Valet Function

Power Fuel Flap Locking Type

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button

Remote Releases -Inc: Power Fuel

Cruise Control w/Steering Wheel Controls

Dual Zone Front Automatic Air Conditioning

Rear HVAC w/Separate Controls

HVAC -inc: Auxiliary Rear Heater, Headliner/Pillar Ducts and Console Ducts

Illuminated Locking Glove Box

Driver Foot Rest

Interior Trim -inc: Chrome Interior Accents

Full Cloth Headliner

Urethane Gear Shift Knob

Cloth Low-Back Bucket Seats

Day-Night Auto-Dimming Rearview Mirror

Driver And Passenger Visor Vanity Mirrors

Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 3 12V DC Power Outlets

Front And Rear Map Lights

Fade-To-Off Interior Lighting

Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats

Carpet Floor Trim

Cargo Area Concealed Storage

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[Fleet] 2019 Dodge Durango (WDEE75) Pursuit AWD

Interior

Cargo Space Lights
Smart Device Integration
FOB Controls -inc: Trunk/Hatch/Tailgate and Windows
Instrument Panel Bin, Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Systems Monitor
Redundant Digital Speedometer
Trip Computer
Outside Temp Gauge
Digital/Analog Display
Manual Anti-Whiplash w/Tilt Front Head Restraints and Fixed Rear Head Restraints
Front Center Armrest w/Storage and Rear Center Armrest
Sentry Key Engine Immobilizer
Air Filtration

Safety-Mechanical

Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Roadside Assistance/9-1-1 Call Emergency Sos
ParkSense with Stop Rear Parking Sensors
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st, 2nd And 3rd Row Airbags
Airbag Occupancy Sensor
Driver Knee Airbag
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

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[Fleet] 2019 Dodge Durango (WDEE75) Pursuit AWD

Safety-Interior

ParkView Back-Up Camera

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 100,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

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2020

[Fleet] 2019 Dodge Durango (WDEE75) Pursuit AWD



Note:Photo may not represent exact vehicle or selected equipment.

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 8904, Data updated Jul 29, 2019 10:01:00 PM PDT

**CITY OF PADUCAH, KENTUCKY
ENGINEERING-PUBLIC WORKS DEPARTMENT**

**BID PROPOSAL for SEVEN (7) POLICE
PURSUIT RATED SUV'S
for use by the
PADUCAH POLICE DEPARTMENT**

Proposal of Gillie Hyde Auto Group

(hereinafter called Bidder), organized and existing under the laws of Kentucky
(state) and doing business as Gillie Hyde Ford, Inc. *, as
applicable to the City of Paducah, Kentucky (hereinafter referred to as Owner.)
**Insert "A Corporation", A Partnership" or "An Individual"*

In compliance with your Invitation for Bid, Bidder hereby proposes to furnish all the necessary labor, material, equipment, tools and services necessary for the purchase and delivery of **Seven (7) Police Pursuit Rated SUV's** for use by the **Paducah Police Department** in accordance with the specifications and other contract documents prepared by the City Engineering-Public Works Department, at the prices stated below.

By submission of this Bid, each Bidder certifies that this Bid has been arrived at independent, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any other competitor.

In case of a discrepancy in the extension of a bid price, the unit price shall govern over the total price for all items.

Bidder has submitted with this Bid Proposal the required signed and notarized Certifications as required by the laws of the Commonwealth of Kentucky. **Failure of the Bidder to comply with these provisions will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.**

If Notice of the Award is given to the Bidder within Sixty (60) days after the time of receipt of Bids, the Bidder agrees to execute and deliver a Contract Agreement in the prescribed form within ten (10) days after the Contract is presented for signature. Subsequent to the execution of the Contract, Bidder hereby agrees to commence Work and to deliver the vehicles as specified within the contract documents.

Prior to commencing Work, the successful Bidder shall furnish the Owner with a Certificate of Insurance showing that the required insurance as set forth in the specifications is in force.

In submitting this Bid, it is understood that the right is reserved by the Owner to reject any and all Bids in accordance with the City of Paducah's Code of Ordinances and the Specifications. Additionally, any Award may be made to the lowest Bidder for all items, groups of items, or on an individual item basis, whichever is deemed to be in the best interest of the City.

ADDENDUM

The Bidder hereby acknowledges receipt of the following Addenda, if any, and is fully aware of the implications of the addendums on the Bid:

Addendum No(s) N/A Dated August 1, 2019

BID PROPOSAL:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1.	Police Vehicles in accordance with the Specifications	7	Each	\$ <u>46,531.00</u>	\$ <u>325,717.00</u>
2	In the event the City may need to purchase additional vehicles prior to June 30, 2020, will the Bidder allow the purchase of Two Additional Police Vehicles in accordance with the Specifications at the Proposed Unit Price provided herein?			YES <u>✓</u>	NO <u> </u>

Proposed Body Manufacturer, Model and Year: Ford Utility Interceptor 2020

Proposed Delivery Time (days): Approximately 175

Location of the full service maintenance facility: Paducah, Kentucky

GRADING CRITERIA

The Bidder is aware that the Owner will evaluate the Bids submitted based on the Criteria listed on the "Owner Evaluation Form - Section 00330" as included within the Specifications.

ATTACHEMENTS TO THE BID PROPOSAL REQUIRED:

Failure of the Bidder to submit the following documents with the Bid Proposal will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.

<u>INCLUDED</u>	<u>ITEM</u>
<u>✓</u>	1. Bidder's Certification Section 00320, signed and notarized.
<u>✓</u>	2. "Compliance with Technical Specifications" form. Bidder shall indicate compliance by checking "YES" or "NO" adjacent to each individual item. A "YES" indicates full compliance with the specification and a "NO" indicates an exception and/or variation to the specification.
<u>✓</u>	3. All individual items marked by a "NO" on the "Compliance with Technical Specifications" form shall indicate the exception on a separate attached sheet.
<u>✓</u>	4. One Copy of Full Manufacturer Specifications and Warranty information, including a detailed description of the equipment proposed and the conformance to the Owner's specifications. The manufacturer's specifications shall include information regarding size, type model and make of all component parts and equipment.

PREFERENCE TO KENTUCKY BIDDERS

In accordance with KRS 45A.365, prior to a contract being awarded, a resident bidder of the Commonwealth shall be given a preference against a non-resident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder.

Bidder is a resident of the following state: Kentucky

If Bidder is a non-resident of the Commonwealth of Kentucky, indicate if any preference is given by the resident's state: N/A

BID DOCUMENTS:

Bid Documents shall be enclosed in an envelope clearly labeled with the words "Bid Documents, Name of Project, Name of Bidder, and Date and Time of Bid Opening," in order to guard against premature opening of the bid. **Bids received late will be disqualified and returned to the sender unopened.**

The Bidder herein certifies that all specifications have been reviewed and that any variations to the said specifications, including exceptions to or enhancements to same, are clearly indicated as an attachment to this bid.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

BIDDER: Gillie Hyde Auto Group

BY: Rick Ausbrooks DATE: August 1, 2019

TITLE: Fleet Sales Manager

ADDRESS: 610 Happy Valley Rd.
Glasgow, KY. 42141

PHONE: 270.651.2125 FAX: 270.659.0815

CELL PHONE: 270.935.7379 E-MAIL: rick@cts-ky.net

FEDERAL TAXPAYER IDENTIFICATION NUMBER: 61-0700786

KENTUCKY TAXPAYER IDENTIFICATION NUMBER: 0115753

CITY OF PADUCAH BUSINESS LICENSE NUMBER: TBD

**CITY OF PADUCAH, KENTUCKY
BIDDER'S REQUIRED CERTIFICATIONS**

The Bidder is hereby given notice that in accordance with the statutes of the Commonwealth of Kentucky, the Bidder is required to submit the following Certifications with the Bid Proposal. **Failure to comply with this requirement will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.**

1. NON-COLLUSION

The affiant does solemnly swear, under penalty of perjury under the Laws of the United States, that I, the undersigned Bidder, and/or any agents, officers, employees and/or subcontractors employed, or that may be employed for any activity covered by the above Project have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this Bid Proposal.

2. WORKERS' COMPENSATION AFFIDAVIT

The affiant does solemnly swear, under penalty of perjury pursuant to KRS 198B.060(10), that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project shall be in full compliance with Kentucky's requirements for Workers' Compensation Insurance according to KRS 342, and Unemployment Insurance according to KRS Chapter 341.

The affiant acknowledges that failure on the affiant's part to comply with the foregoing assurances can result in a fine not to exceed four thousand dollars (\$4,000.00) or an amount equal to the sum of all uninsured and unsatisfied claims that might be prosecuted under the provisions of KRS 342 or unemployment insurance claims that might be prosecuted under the provisions of KRS 341, whichever is greater.

3. CAMPAIGN FINANCE LAWS

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project have not knowingly violated any provisions of the Campaign Finance Laws of the Commonwealth of Kentucky; and that the award of a Contract to the Bidder or the entity in which he/she represents will not violate any provisions of the Campaign Finance Laws of the Commonwealth. This information provided by the Bidder will be considered confidential and exempt from the Kentucky Open Records Law.

4. KRS 45A.343

The affiant does solemnly swear, under penalty of perjury, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are fully aware of the requirements and penalties outlined in KRS 45A.343 requiring the following:

- (a) the Contractor and all Subcontractors performing the work under the Contract to reveal any final determination of a violation within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor; and that
- (b) the Contractor and all Subcontractors performing the work under the Contract to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor for the duration of the Contractor.

Failure to reveal a final determination of a violation or to comply with the statutes for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the eligibility for future contracts for a period of two (2) years.

5. **KY DEPT OF REVENUE**

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are **duly registered with the Kentucky Department of Revenue** to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.

6. **TAXES AND FEES**

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are **not delinquent on any State, City or County taxes or fees** owed to the Commonwealth of Kentucky, The City of Paducah, or any other governmental agency and will remain in good standing for the duration of any contract awarded.

Therefore, as a duly authorized representative for the Bidder, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge the City of Paducah, Kentucky is reasonably relying upon these statements in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds, and other available remedies under law.

Signature: _____

Printed Name: Rick Ausbrooks

Title: Fleet Sales Manager

Company: Gillie Hyde Auto Group

Date: August 1, 2019

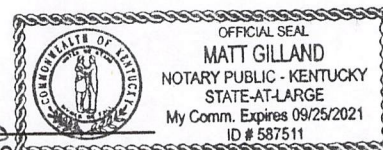
STATE OF Kentucky)

COUNTY OF Barren)

The foregoing instrument was sworn to and acknowledged before me this 1st day of August, 2019, by Rick Ausbrooks, Fleet Sales Manager (title) of Gillie Hyde Auto Group (Name of Company).

My commission expires: 09/25/2021

Matt Gilland
Notary Public, State at Large



1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

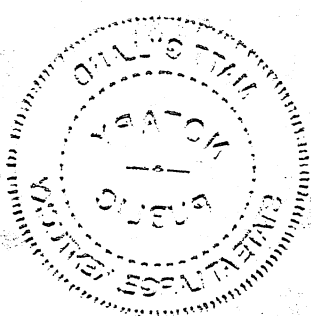
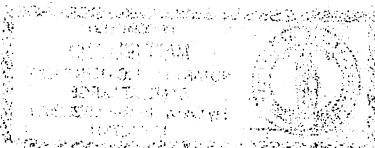
1. The Commission has been asked to consider the possibility of establishing a new body to coordinate the work of the various bodies concerned with the environment. The Commission has decided to establish a new body to coordinate the work of the various bodies concerned with the environment. The Commission has decided to establish a new body to coordinate the work of the various bodies concerned with the environment.

Signature _____
Printed Name: R. J. [illegible]
Title: [illegible]
Company: [illegible]
Date: August 1, 2019

100-443887-10000

To yab _____ 12 _____ eto om ened i begbetwari bap d) mo ve row from entel glogenat oit
to (amr legsmn) dolo6 wotd: _____ shunika hoi v otok _____ 8-00-79

1/23/75



TECHNICAL SPECIFICATIONS

SCOPE

To furnish all the necessary labor, material, equipment, tools and services necessary for the purchase and delivery of the specified Vehicle(s) in accordance with the specifications contained herein.

GENERAL

The Vehicle(s) to be furnished in compliance with this specification shall be a new model, or the latest model in current production (as offered to commercial trade), and shall be of good quality as to workmanship. All equipment furnished shall be new, unused and of the manufacturer's current production design.

DELIVERY

The successful Bidder ("Vendor") shall deliver the Vehicle(s) to the Owner in care of the Engineering-Public Works Department, Fleet Maintenance Division located at 1120 North 10th Street, Paducah, Kentucky 42001. Notification and arrangements shall be made with the Owner's Representative prior to delivery.

The Vehicle(s) delivered shall be equipped with a full supply of fuel, oil and lubricants upon delivery. At the time of delivery, all equipment must meet or exceed federal, state and local safety, health, lighting and emission standards.

MANUALS AND SUPPLIES

At the time of delivery, the Vendor shall supply the following for each Vehicle(s):

- One (1) copy of the operator's manuals
- Manufacturer's Warranty Policy/Certificate and all guarantees
- Keys – Minimum of four (4) sets

SERVICE CAPABILITIES

The Successful Bidder shall maintain a full service maintenance facility with a fully stocked parts facility capable of full hydraulic, electrical and body repair. Factory-trained, qualified service personnel shall man the full service facility. Bidder shall state location and service facility within the Bid Proposal.

Widespread failure by the manufacturer's authorized dealers to render warranty service when required shall subject the manufacturer's line to suspension from the approved products list until satisfactory evidence of correction is provided.

ITEMS CONSIDERED EQUAL MAY BE PROPOSED

In accordance with KRS 45A.415, the Owner has chosen to utilize specifications by naming a sole brand in order to meet the Owner's current needs of compatibility, continuity and conformity with the established fleet force. In order to assure the maximum competition, a bidder may bid an item that is equal to that named or described in the specifications. An item shall be considered equal to the item named or described if, in the opinion of the Owner, all of the following are met:

- a. It is at least equal in quality, durability, strength and design;
- b. It will equally perform the function imposed by the general design;
- c. It conforms substantially to the detailed requirements for the item in the specifications.

**POLICE PURSUIT RATED SUV
TECHNICAL SPECIFICATIONS
and
Compliance with Technical Specifications Form**

The Bidder is required to accurately and fully complete this "Compliance with Technical Specifications" form and submit with the Bid Proposal. Bidder shall indicate compliance with each Technical Item by marking "YES" or "NO" with a check mark to indicate if the item being bid is exactly as specified. If the item is not being bid as exactly specified, the "NO" column must be checked and a detailed description of the deviation shall be listed on a separate attached sheet.

Failure to accurately complete and submit the "Compliance with Technical Specifications" form, along with any and all deviations, shall be grounds for rejection of the bid. If no exceptions or deviations are shown, the bidder shall be required to furnish the material exactly as specified. The burden of proof for compliance with this specification shall be the responsibility of the bidder.

SUBMITTED BY: Gillie Hyde Auto Group (Bidder)

Seven (7) New Police Pursuit Rated SUV with Factory Police Package

<u>SPECIFICATIONS</u>	<u>YES</u>	<u>NO</u>
1. Shall Be V-6 no less than 290hp	✓	_____
2. Pursuit Rated	✓	_____
3. Automatic Transmission	✓	_____
4. Certified Speedometer	✓	_____
5. Front Bucket Seats - Cloth	✓	_____
6. Full Size Spare	✓	_____
7. Electric Windows and Door Locks	✓	_____
8. Shall Be All-Wheel Drive	✓	_____
9. Hands Free Calling (Bluetooth)	✓	_____
10. Tilt Steering	✓	_____
11. Back-Up Camera	✓	_____
12. Key Fob Feature w/ 4 sets of keys	✓	_____
13. Cruise Control	✓	_____

SPECIFICATIONS PAGE 2

Seven (7) Vehicles to be Equipped with the following:

	<u>YES</u>	<u>NO</u>
1. Jotto Desk Console with Cup Holder and Arm Rest Specific to Vehicle	✓	_____
2. Wig-Wag Headlamps or Headlamp to Simulate Wig-Wag	✓	_____
3. Flashing Back-up Lamps Mounted in the Rear White Reverse Lens	✓	_____
4. 100 Watt Siren Speaker Mounted Behind Grille	✓	_____
Whelen Siren Model 2955LSA6 mounted in Console with switch operation given		
5. after bid award	✓	_____
6. Radio Wiring and Antenna ran to Console, Antenna Mounted on Roof rear	✓	_____
7. 12V Power & Ground Wiring with (3) 12V Accessory Outlets Mounted in Console	✓	_____
Charge Guard Auto Shutoff Timer Mounted in Console with All Upfitter Installed		
8. Equipment Powered by Charge Guard	✓	_____
9. Jotto Desk A-MOD Laptop mount Specific to Vehicle	✓	_____
Sound-off Signal Intersector Lights (white/clear) shall be mounted on Door		
10. Mirrors	✓	_____
Whelen Edge (Front)-XLP2-piece LED with Takedowns mounted top interior windshield, Red on Driver side and Blue on Passenger side		
11. (IX34UFZRRRTTBBB)	✓	_____
Whelen Edge (Rear)-RTX Series Rear Facing Super-LED with Traffic Advisor mounted top interior rear lift gate glass, Red on Driver side and Blue on		
12. Passenger Side (ISTRAY8RRRRBBBB)	✓	_____
Whelen ION Wide Angle Series Super-LED Universal Light-mounted on the interior of the rear cargo area, and facing out each of the rear side cargo windows, with Blue (TL1B) on the Left and Right sides, mounted on Bottom of		
13. glass	✓	_____

One (1) Vehicles to be Equipped with the following extras for Detectives

	<u>YES</u>	<u>NO</u>
American Aluminum CamLock Vault System Item Code: VT UP (Specific to vehicle) 45"Wx24"Dx8"H w/ Bracket, Locking System Keyed Alike, Mate Black		
1. Power Coating and Top Basket	✓	_____
Exterior Color to be Chosen after bid is Awarded (Vendor to contact prior to		
2. order)	✓	_____

Six (6) Vehicles to be Equipped with the following extras for Patrol

	<u>YES</u>	<u>NO</u>
1. Spotlight Mounted in Left A-Pillar	✓	_____
2. White Exterior Color	✓	_____
Whelen ION Wide Angle Series Super-LED Universal Light-mounted on the interior of the rear passenger area, and facing out each of the rear side passenger windows, with Blue (TL1B) in front and Red (TL1R) in rear on the Left		
3. and Right sides, mounted on Bottom of glass	✓	_____
Whelen Tracer Red, Blue 60" LED Rocker Panel Lights. Dual Color Capability		
4. mounted on the Right and Left side, lower rocker panel on the pinch weld area	✓	_____
Sentina Single Prisoner Cell w/Full Replacement seat, Door Panels and Rear		
5. Cargo Barrier. (1K0574DUR11FSR)	✓	_____
Camera System to be Installed by Vendor (Camera System will be furnished by		
6. City of Paducah)	✓	_____

- | | | |
|--|----------|-------|
| 7. Rear Door Locks, Windows and Inside Door Handle inoperable from rear seat | <u>✓</u> | _____ |
| 8. Sentina Vertical Weapons Locker System (GK10301S1USSCAXL) | <u>✓</u> | _____ |
| 9. Brother Printer mount Specific to Vehicle | <u>✓</u> | _____ |

Prepared for: Administration, City of Paducah
Paducah, KY 42002

2020 Police Interceptor Utility AWD Base (K8A)

VIN: Factory Order | Price Level: 20 | Stock No: N/A



Client Proposal

Prepared by:
Rick Ausbrooks
Office: 270.651.2125
Email: rick.fleet.sales@outlook.com
Quote ID: 080119A
Date: 08/01/2019



Gillie Hyde Ford | 610 Happy Valley Road, Glasgow, Kentucky, 421411500
Office: 270-651-2125 | Fax: 270-651-5950

Prepared for: Administration

City of Paducah

Prepared by: Rick Ausbrooks

08/01/2019



Gillie Hyde Ford | 610 Happy Valley Road Glasgow Kentucky | 421411500

2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 20 | Stock No: N/A | VIN: Factory Order | Quote ID: 080119A

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City of Paducah

Prepared by: Rick Ausbrooks

08/01/2019



Gillie Hyde Ford | 610 Happy Valley Road Glasgow Kentucky | 421411500

2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 20 | Stock No: N/A | VIN: Factory Order | Quote ID: 080119A

Selected Equip & Specs

Dimensions

• Exterior length: 198.8" • Exterior width: 78.9" • Exterior height: 69.4" • Wheelbase: 119.1" • **Min ground clearance: 7.2"**
• Front legroom: 40.9" • Rear legroom: 40.7" • Front headroom: 40.7" • Rear headroom: 40.4" • Front hiproom: 59.3" •
Rear hiproom: 59.1" • Front shoulder room: 61.8" • Rear shoulder room: 61.3" • Passenger volume: 118.0cu.ft. • Cargo
volume: 52.0cu.ft. • Cargo volume seats folded: 90.3cu.ft. • Maximum cargo volume: 90.3cu.ft.

Powertrain

* **EcoBoost 400hp 3.0L DOHC 24 valve twin turbo V-6 engine with variable valve control, gasoline direct injection ***
Recommended fuel : premium unleaded • ULEV II • 10 speed automatic transmission with overdrive • All-wheel drive •
Fuel Economy Cty: N/A • Fuel Economy Highway: N/A • Capless fuel filler

Suspension/Handling

• Front independent strut suspension with anti-roll bar, gas-pressurized shocks • Rear independent multi-link suspension
with anti-roll bar, gas-pressurized shocks • Electric power-assist rack-pinion Steering • Front and rear 18 x 8 black steel
wheels • P255/60VR18 BSW AS front and rear tires

Body Exterior

• 4 doors • Driver and passenger power remote, manual folding door mirrors • Black door mirrors • Lip rear spoiler • Body-
coloured bumpers • Class III trailer hitch • Clearcoat paint • Front and rear 18 x 8 wheels • 1 front tow hook(s)

Convenience

• Dual zone front automatic air conditioning with air filter • Cruise control with steering wheel controls • Power windows •
Driver and passenger 1-touch up • Driver and passenger 1-touch down • Power door locks • Manual tilt steering wheel •
Manual telescopic steering wheel • Day-night rearview mirror • Ford Fleet Telematics internet access • Wireless phone
connectivity • 1 1st row LCD monitor • Dual visor mirrors • Driver and passenger door bins

Seats and Trim

• Seating capacity of 5 • Front bucket seats • 8-way 6-way power driver seat adjustment • Manual driver lumbar support •
Power height adjustable driver seat • 4-way passenger seat adjustment • 35-30-35 folding rear split-bench seat • Cloth
seat upholstery • Metal-look instrument panel insert

Entertainment Features

• AM/FM stereo radio • External memory control • Steering wheel mounted radio controls • 4 speakers • Integrated roof
antenna

Lighting, Visibility and Instrumentation

• LED low/high beam projector beam headlights • Fully automatic headlights • LED brakelights • Variable intermittent front
windshield wipers • Speed sensitive wipers • Fixed interval rear windshield wiper • Rear window defroster • Fixed rearmost
windows • Deep tinted windows • Front and rear reading lights • Tachometer • Camera(s) - rear with washer • Low tire
pressure warning • Trip computer • Trip odometer • Traction battery level gauge

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City of Paducah

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08/01/2019

Gillie Hyde Ford | 610 Happy Valley Road Glasgow Kentucky | 421411500

**2020 Police Interceptor Utility AWD Base (K8A)**

Price Level: 20 | Stock No: N/A | VIN: Factory Order | Quote ID: 080119A

Selected Equip & Specs (cont'd)**Safety and Security**

• 4-wheel ABS brakes • Brake assist with hill hold control • 4-wheel disc brakes • Electronic stability control • ABS and driveline traction control • Dual front impact airbag supplemental restraint system • Dual seat mounted side impact airbag supplemental restraint system • Curtain 1st and 2nd row overhead airbag supplemental restraint system • Knee airbag supplemental restraint system • Airbag supplemental restraint system occupancy sensor • Power door locks • Manually adjustable front head restraints • 3 manually adjustable rear head restraints

Dimensions*General Weights** GVWR _____ **6,500 lbs.**Payload _____ **1,670 lbs.***Trailer Type*Type _____ **Regular**Class _____ **III**Hitch _____ **Yes***General Trailering*Towing capacity _____ **5000 lbs.***Fuel Tank type** Capacity _____ **21.4 gal.**Capless fuel filler _____ **Yes***Off Road*Min ground clearance _____ **7 "**Load floor height _____ **31 "***Interior cargo*Cargo volume _____ **52.0 cu.ft.**Cargo volume seats folded _____ **90.3 cu.ft.**Maximum cargo volume _____ **90.3 cu.ft.**Length to rear seat _____ **46.2 "**Maximum width _____ **47.9 "****Powertrain***Engine Type** Brand _____ **EcoBoost**Block material _____ **Iron**Cylinders _____ **V-6**Head material _____ **Aluminum**Ignition _____ **Spark*** Injection _____ **Gasoline direct injection*** Liters _____ **3.0L**Orientation _____ **Longitudinal*** Recommended fuel _____ **Premium unleaded**Valves per cylinder _____ **4**Valvetrain _____ **DOHC**Variable valve control _____ **Yes*** Forced induction _____ **Twin turbo***Engine Spec** Bore _____ **3.36"*** Compression ratio _____ **9.5:1**

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2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 20 | Stock No: N/A | VIN: Factory Order | Quote ID: 080119A

Selected Equip & Specs (cont'd)

* Displacement _____ 183 cu.in.

* Stroke _____ 3.39"

Engine Power

* SAEJ1349 AUG2004 compliant _____ Yes

* Output _____ 400 HP @ 5,500 RPM

* Torque _____ 415 ft.-lb @ 3,500 RPM

Alternator

* Amps _____ 250

Battery

Amp hours _____ 80

* Cold cranking amps _____ 730

Engine Extras

Oil cooler _____ Yes

Radiator _____ HD

Transmission

Electronic control _____ Yes

Lock-up _____ Yes

Overdrive _____ Yes

Speed _____ 10

Type _____ Automatic

Transmission Gear Ratios

1st _____ 4.696

2nd _____ 2.985

3rd _____ 2.146

4th _____ 1.769

5th _____ 1.52

6th _____ 1.275

7th _____ 1

8th _____ 0.854

9th _____ 0.689

10th _____ 0.636

Reverse Gear ratios _____ 4.866

Transmission Extras

Oil cooler _____ Regular duty

Drive Type

4wd type _____ Automatic full-time

Type _____ All-wheel drive

Drive Feature

Traction control _____ ABS and driveline

Locking hub control _____ Permanent

Drive Axle

* Ratio _____ 3.31

Exhaust

Material _____ Stainless steel

System type _____ Dual

Emissions

CARB _____ ULEV II

EPA _____ Tier 2 Bin 5

Fuel Economy

Fuel type _____ Gasoline

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**2020 Police Interceptor Utility AWD Base (K8A)**

Price Level: 20 | Stock No: N/A | VIN: Factory Order | Quote ID: 080119A

Selected Equip & Specs (cont'd)**Driveability***Brakes*

ABS _____ 4-wheel

Type _____ 4-wheel disc

ABS channels _____ 4

Vented discs _____ Front and rear

Brake Assistance

Brake assist _____ Yes

Hill hold control _____ Yes

Suspension Control

Ride _____ Regular

Electronic stability control _____ Stability control with anti-roll

Front Suspension

Independence _____ Independent

Anti-roll bar _____ Regular

Type _____ Strut

Front Spring

Type _____ Coil

Grade _____ Regular

Front Shocks

Type _____ Gas-pressurized

Rear Suspension

Independence _____ Independent

Anti-roll bar _____ Regular

Type _____ Multi-link

Rear Spring

Type _____ Coil

Grade _____ Regular

Rear Shocks

Type _____ Gas-pressurized

Steering

Activation _____ Electric power-assist

Type _____ Rack-pinion

Steering Specs

of wheels _____ 2

Exterior*Front Wheels*

Diameter _____ 18"

Width _____ 8.00"

Rear Wheels

Diameter _____ 18"

Width _____ 8.00"

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2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 20 | Stock No: N/A | VIN: Factory Order | Quote ID: 080119A

Selected Equip & Specs (cont'd)**Spare Wheels**

Wheel material _____ Steel

Front and Rear Wheels

Appearance _____ Black

Material _____ Steel

Covers _____ Hub

Front Tires

Aspect _____ 60

Diameter _____ 18"

Sidewalls _____ BSW

Speed _____ W

Tread _____ AS

Type _____ P

Width _____ 255mm

Rear Tires

Aspect _____ 60

Diameter _____ 18"

Sidewalls _____ BSW

Speed _____ W

Tread _____ AS

Type _____ P

Width _____ 255mm

Spare Tire

Mount _____ Inside under cargo

Type _____ Compact

Wheels

Wheelbase _____ 119.1"

Body Features

Rear spoiler _____ Lip

Body material _____ Galvanized steel/aluminum

Side impact beams _____ Yes

Front tow hook(s) _____ 1

Body Doors

Door count _____ 4

Left rear passenger _____ Conventional

Right rear passenger _____ Conventional

Rear cargo _____ Liftgate

Exterior Dimensions

Length _____ 198.8"

Body width _____ 78.9"

Body height _____ 69.4"

Safety**Airbags**

Driver front-impact _____ Yes

Driver side-impact _____ Seat mounted

Occupancy sensor _____ Yes

Overhead _____ Curtain 1st and 2nd row

Passenger front-impact _____ Yes

Passenger side-impact _____ Seat mounted

Knee _____ Passenger

Seatbelt

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Selected Equip & Specs (cont'd)Rear centre 3 point _____ Yes
Pre-tensioners _____ FrontHeight adjustable _____ Front
Pre-tensioners (#) _____ 2**Seating***Passenger Capacity*

Capacity _____ 5

Front Seats

Split _____ Buckets

Type _____ Bucket

Driver Seat

Fore/aft _____ Power

Height adjustable _____ Power

Reclining _____ Manual

Way direction control _____ 8

Lumbar support _____ Manual

Cushion tilt _____ Power

Passenger seat

Fore/aft _____ Manual

Reclining _____ Manual

Way direction control _____ 4

Front Head Restraint

Control _____ Manual

Type _____ Adjustable

Rear Seats

Descriptor _____ Split-bench

Facing _____ Front

Folding _____ 35-30-35

Folding position _____ Fold forward seatback

Type _____ Fixed

Rear Head Restraints

Control _____ Manual

Type _____ Adjustable

Number _____ 3

Front Seat Trim

Material _____ Cloth

Back material _____ Vinyl

Rear Seat Trim Group

Material _____ Vinyl

Back material _____ Carpet

Convenience*AC And Heat Type*

Air conditioning _____ Automatic

Dual zone front _____ Yes

Air filter _____ Yes

Underseat ducts _____ Yes

Audio System

Radio _____ AM/FM stereo

Radio grade _____ Regular

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2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 20 | Stock No: N/A | VIN: Factory Order | Quote ID: 080119A

Selected Equip & Specs (cont'd)

Seek-scan _____ Yes

External memory control _____ External memory control

Audio Speakers

Speaker type _____ Regular

Speakers _____ 4

Audio Controls

Speed sensitive volume _____ Yes

Steering wheel controls _____ Yes

Audio Antenna

Type _____ Integrated roof

LCD Monitors

1st row _____ 1

Primary monitor size (inches) _____ 4.2

Cruise Control

Cruise control _____ With steering wheel controls

Remote Releases

Cargo access _____ Power

Convenience Features

Driver foot rest _____ Yes

Retained accessory power _____ Yes

12V DC power outlet _____ 2

Wireless phone connectivity _____ Bluetooth

Internet access _____ Ford Fleet Telematics

Door Lock Activation

Type _____ Power

Door Lock Type

Rear child safety _____ Manual

Tailgate/rear door lock _____ Included with power door locks

Instrumentation Type

Display _____ Analog

Instrumentation Gauges

Tachometer _____ Yes

Engine temperature _____ Yes

Engine hour meter _____ Yes

Instrumentation Warnings

Oil pressure _____ Yes

Engine temperature _____ Yes

Battery _____ Yes

Lights on _____ Yes

Key _____ Yes

Low fuel _____ Yes

Low washer fluid _____ Yes

Door ajar _____ Yes

Rear cargo ajar _____ Yes

Service interval _____ Yes

Brake fluid _____ Yes

Low tire pressure _____ Tire specific

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2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 20 | Stock No: N/A | VIN: Factory Order | Quote ID: 080119A

Selected Equip & Specs (cont'd)*Instrumentation Displays*

Clock _____ In-radio display _____

Redundant digital speedometer _____ Yes

Systems monitor _____ Yes

Camera(s) - rear _____ With washer _____

Instrumentation Feature

Trip computer _____ Yes

Trip odometer _____ Yes

Steering Wheel Type

Material _____ Urethane

Telescoping _____ Manual

Tilting _____ Manual

Front Side Windows

Window 1st row activation _____ Power

Windows Rear Side

2nd row activation _____ Power

3rd row activation _____ Fixed

Window Features

1-touch down _____ Driver and passenger

Tinted _____ Deep

1-touch up _____ Driver and passenger

Front Windshield

Wiper _____ Variable intermittent

Speed sensitive wipers _____ Yes

Sun visor strip _____ Yes

Rear Windshield

Wiper _____ Fixed interval

Defroster _____ Yes

Heating _____ Wiper park

Window _____ Fixed

Interior*Driver Visor*

Mirror _____ Yes

Passenger Visor

Mirror _____ Yes

Rear View Mirror

Day-night _____ Yes

Headliner

Coverage _____ Full

Material _____ Cloth

Floor Trim

Coverage _____ Full

Covering _____ Vinyl/rubber

Trim Feature

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2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 20 | Stock No: N/A | VIN: Factory Order | Quote ID: 080119A

Selected Equip & Specs (cont'd)Instrument panel insert _____ Metal-look
Door panel insert _____ Metal-lookGear shift knob _____ Urethane
Interior accents _____ Metal-look**Lighting**Dome light type _____ Fade
Rear reading _____ YesFront reading _____ Yes
Variable IP lighting _____ Yes**Overhead Console Storage**

Storage _____ Yes

Type _____ Mini

StorageDriver door bin _____ Yes
Passenger door bin _____ YesGlove box _____ Locking
Dashboard _____ Yes**Cargo Space Trim**

Floor _____ Carpet

Trunk lid/rear cargo door _____ Plastic

Cargo Space FeatureTie downs _____ Yes
Cargo tray/organizer _____ Yes

Light _____ Yes

Legroom

Front _____ 40.9"

Rear _____ 40.7"

Headroom

Front _____ 40.7"

Rear _____ 40.4"

Hip Room

Front _____ 59.3"

Rear _____ 59.1"

Shoulder Room

Front _____ 61.8"

Rear _____ 61.3"

Interior Volume

Passenger volume _____ 118.0 cu.ft.

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**2020 Police Interceptor Utility AWD Base (K8A)**

Price Level: 20 | Stock No: N/A | VIN: Factory Order | Quote ID: 080119A

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
K8A	Base Vehicle Price (K8A)	\$40,615.00
Packages		
500A	Order Code 500A <i>Includes:</i> - GVWR: TBD - Tires: 255/60R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel - Includes polished stainless steel hub cover, center caps and full size spare. - Unique HD Cloth Front Bucket Seats w/Vinyl Rear - Includes reduced bolsters, driver 6-way power track (fore/aft up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks. - Radio: AM/FM/MP3 Capable - Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.	N/C
Powertrain		
99C	Engine: 3.0L V6 EcoBoost <i>(148-MPH Top Speed). Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank).</i> <i>Includes:</i> - 3.31 Axle Ratio	\$790.00
44U	Transmission: 10-Speed Automatic (44U)	N/C
NONAX	3.31 Axle Ratio	Included
STDGV	GVWR: TBD	Included
Wheels & Tires		
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover, center caps and full size spare.</i>	Included
STDTR	Tires: 255/60R18 AS BSW	Included
Seats & Seat Trim		
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks.</i>	Included

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Price Level: 20 | Stock No: N/A | VIN: Factory Order | Quote ID: 080119A

As Configured Vehicle (cont'd)

Code	Description	MSRP
Other Options		
113WB	113" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM/MP3 Capable <i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i>	Included
51R	Driver Only LED Spot Lamp (Unity)	\$395.00
68G	Rear-Door Controls Inoperable <i>Locks, handles and windows. Note: Can manually remove window or door disable plate with special tool. Note: Locks/windows operable from driver's door switches.</i>	\$75.00
18D	Global Lock / Unlock Feature <i>Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with remote keyless.</i>	N/C
Emissions		
425	50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.	STD
Interior Colors		
96_01	Charcoal Black	N/C
Primary Colors		
YZ_01	Oxford White	N/C
SUBTOTAL		\$41,875.00
Destination Charge		\$1,095.00
TOTAL		\$42,970.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Administration

City of Paducah

Prepared by: Rick Ausbrooks

08/01/2019



Gillie Hyde Ford | 610 Happy Valley Road Glasgow Kentucky | 421411500

2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 20 | Stock No: N/A | VIN: Factory Order | Quote ID: 080119A

Major Equipment

(Based on selected options, shown at right)

EcoBoost 3.0L V-6 DOHC w/gasoline direct injection 400hp

10 speed automatic w/OD

- * 4-wheel ABS
- * Traction control
- * Advance Trac w/Roll Stability Control
- * Dual zone electronic automatic temperature control
- * AM/FM stereo with seek-scan, external memory control
- * Rear child safety locks
- * Variable intermittent speed-sensitive wipers
- * Dual front airbags
- * Airbag occupancy sensor
- * Tachometer
- * Underseat ducts
- * 35-30-35 folding rear split-bench
- * Class III hitch

Exterior: Oxford White

Interior: Charcoal Black

- * Brake assistance
- * P 255/60R18 BSW AS W-rated tires
- * Automatic air conditioning
- * Tinted glass
- * LED brakelights
- * Dual power remote mirrors
- * 18 x 8 steel wheels
- * Driver and front passenger seat mounted side airbags
- * Rear window defroster
- * Message Center
- * Reclining front bucket seats
- * Audio control on steering wheel

Fuel EconomyCity
N/AHwy
N/A**As Configured Vehicle**

MSRP

STANDARD VEHICLE PRICE \$40,615.00
Order Code 500A N/C
113" Wheelbase STD
Monotone Paint Application STD
50 State Emission System STD
Engine: 3.0L V6 EcoBoost \$790.00
Transmission: 10-Speed Automatic (44U) N/C
Global Lock / Unlock Feature N/C
Rear-Door Controls Inoperable \$75.00
Oxford White N/C
Charcoal Black N/C
Driver Only LED Spot Lamp (Unity) \$395.00
GVWR: TBD Included
Tires: 255/60R18 AS BSW Included
Wheels: 18" x 8" 5-Spoke Painted Black Steel Included
Unique HD Cloth Front Bucket Seats w/Vinyl Rear Included
Radio: AM/FM/MP3 Capable Included
3.31 Axle Ratio Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Administration

City of Paducah

Prepared by: Rick Ausbrooks

08/01/2019



Gillie Hyde Ford | 610 Happy Valley Road Glasgow Kentucky | 421411500

2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 20 | Stock No: N/A | VIN: Factory Order | Quote ID: 080119A

<u>As Configured Vehicle</u>	MSRP
SUBTOTAL _____	\$41,875.00
Destination Charge _____	\$1,095.00
TOTAL _____	\$42,970.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Administration

City of Paducah

Prepared by: Rick Ausbrooks

08/01/2019



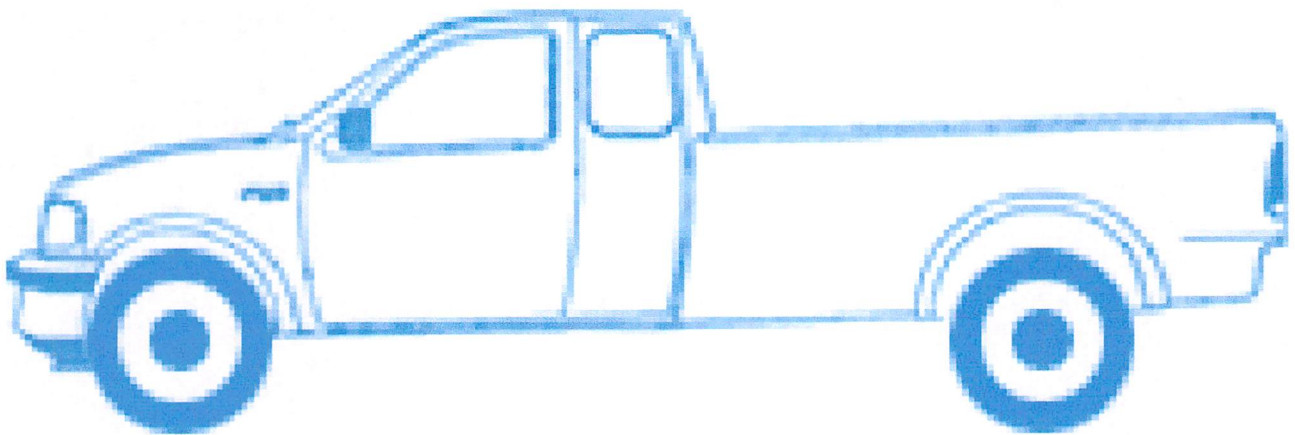
Gillie Hyde Ford | 610 Happy Valley Road Glasgow Kentucky | 421411500

2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 20 | Stock No: N/A | VIN: Factory Order | Quote ID: 080119A

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Administration

City of Paducah

Prepared by: Rick Ausbrooks

08/01/2019

Gillie Hyde Ford | 610 Happy Valley Road Glasgow Kentucky | 421411500

**2020 Police Interceptor Utility AWD Base (K8A)**

Price Level: 20 | Stock No: N/A | VIN: Factory Order | Quote ID: 080119A

Vehicle Dimension and Performance Summary (cont'd)*Light Duty***GVW****Totals**

1 Payload - (Payload) _____ 0 lbs

Occupants Weight _____ 750 lbs

Curb Weight (as configured) _____ 0 lbs

TOTAL _____ **750 lbs****GVWR**

_____ 6,500 lbs

GCW**Totals**

Adjusted Truck GVW _____ 750 lbs

Weight of trailer _____ 0 lbs

Weight of trailer cargo _____ 0 lbs

Total Weight of trailer _____ 0 lbs

TOTAL _____ **750 lbs****GCWR**

_____ N/A lbs

Highway use only. Ford Motor Company recommends that a separate, functional brake system be used on any towed vehicle or trailer.

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

CITY OF PADUCAH**ENGINEERING-PUBLIC WORKS DEPARTMENT****Seven (7) Police Pursuit Rated SUV's****LOWEST EVALUATED BID****BID OPENING: 2:00 p.m. CST - July 1 2019**

OFFICIAL BIDDER OF RECORD Contact: Mailing Address:	Linwood Motors Jake Brenningmeyer 3345 Park Ave Paducah, Ky 42001	Freedom Dodge Jim Sawrie 1560E New Circle Rd Lexington, Ky 40509	Jeff Wyler Chrysler Rick Ausbrooks 100 Alexandria Pike Ft. Thomas, Ky 41075	Gillie Hyde Auto Group Rich Ausbrooks 610 Happy Valley Rd Glasgow, Ky 42141
Total Bid: Seven (7) Police Pursuit Rate SUV's	<u>\$255,625.00</u>	<u>\$256,241.00</u>	<u>\$280,049.00</u>	<u>\$325,717.00</u>

Delivery Time	120days	120days	180days	175days
Manufacturer	Dodge	Dodge	Dodge	Ford

REQUIRED DOCUMENTS:

1. Bidder's Required Certification	Yes	Yes	Yes	Yes
2. Manufacturer's Specifications	Yes	Yes	Yes	Yes
3. Warranty Information	Yes	Yes	Yes	Yes
4. Deviations with Information	None	None	None	None
6. Kentucky State Bidders	Yes	Yes	Yes	Yes

Responsive & Responsible Bidder:	Yes	Yes	Yes	Yes
Evaluation Score:	1000	998.05	917.7	843.85
BID RECOMMENDED FOR ACCEPTANCE	Yes	No	No	No

HOME SERVICE DIRECTORY 1030 BACKGROUNDS WATERPROOFING WK WATER CONTROLS 970-939-5238 Water & Basement, Crawl Spaces, Mold, Moisture and Mildew Removal 970-939-5238 GUARANTEED TO REMOVE ALL MOISTURE - NO MORE LEAKS OVER 40 YEARS EXPERIENCE	1144 HANDMADE Will Ever Need It? Hand Made Staging, Home Decor, and more... 270-244-3770	1150 HAIRLINE CLEAN OUT HAUL OFF • Garages • Basements • Attics • Crawlspaces WK & K & S 970-939-5238 FREE ESTIMATES 270-244-3770	1162 HOME IMPROVEMENT & RENOV FOR ALL YOUR BUILDING NEEDS - Licensed and insured including: Bathrooms, Kitchen, Roofing, Metal & Vinyl Siding, Windows, Siding, Stairs, Porches, Decks, and more... WK & K & S 970-939-5238 or 270-944-7881 FREE ESTIMATES 270-244-3770	1198 LANDSCAPE DESIGN YARD WORK & ODDS JOBS Professional Landscaping Estimating Weeding Pruning Mulch FORNEY (270) 243-2433 TEXT SERVICE	1200 TREE SERVICE LITTLE'S TREE & STUMP REMOVAL Aerial Bucket Trucking Aerial Buckets FREE ESTIMATES 970-933-0886 270-243-2433 TEXT SERVICE	1276 ROOFING Affordable Home Improvement All your home improvement needs... Roofing, Siding, Gutters, Etc. 5% Military Discount Scott, 270-939-3623	1276 ROOFING COWBOY PUT AND SONS - Metal Roofing Flat roof 270-244-5622 Will treat any contract... 270-756-7579	1306 SERVICES The Paducah Sun Service Directory 2015-2016 \$90.00 Call for more info 270-244-5622 PROFESSIONAL SERVICE DIRECTORY
Easter Seals 970-939-5238 GUARANTEED TO REMOVE ALL MOISTURE - NO MORE LEAKS OVER 40 YEARS EXPERIENCE	270-244-3770	270-244-3770	270-244-3770	270-243-2433	270-243-2433	270-939-3623	270-756-7579	270-244-5622

**Run a Service Directory
ad for 30 days for only...**

Call The Paducah Sun Classifieds at 575-8700 or 1-800-599-1771 (outside McCracken Co.)

[illegible]

Agenda Action Form

Paducah City Commission

Meeting Date: August 27, 2019

Short Title: Authorize Tommy Thompson to apply for a state historic marker for the Noble Park Amphitheatre honoring Walter "Dub" Beasley - **M THOMPSON**

Category: Municipal Order

Staff Work By: Mark Thompson

Presentation By: Mark Thompson, Tommy Thompson

Background Information:

The historical significance of the Noble Park Amphitheater is twofold: the history of the amphitheater itself and the history of the Ionic columns incorporated into the backdrop of the renovation.

Construction of the Noble Park Amphitheater was begun with Civil Works Administration (CWA) funds as part of the "New Deal" and was completed and dedicated on 21 May 1936 due to a generous donation by Captain Bob Noble, for whom the park is named.

For over 80 years, the amphitheater has been the source of pleasure for the area, hosting concerts, movies, church meetings and other events. A scene in the movie, "In Country" (1989), was filmed with the old amphitheater in the background.

The columns incorporated into the new amphitheater backdrop were part of the facade of the old Immanuel Baptist Church Building from its construction in 1921 until its demolition in 1983. This building was located on Murrell Boulevard in Paducah just across from Augusta Tilghman High School (1922-1956) and later Jetton Junior High School (1956-1980).

Every Jetton Junior high class photo, every Augusta Tilghman band photo and almost all Augusta Tilghman senior class photos show the facade of the old church building with the columns in the background.

After demolition of the old Immanuel Baptist Church, the columns lay in a vine covered field on Lane Road in Paducah for over 20 years. Mr. Walter (Dub) Beasley, owner of Beasley Monument Company, worked from 1983 until 2003 to preserve the columns and to have them incorporated into a design of historical significance. In 2003, he arranged for the city of Paducah to purchase the columns for \$4,000 from owner Tom Lund and to incorporate them into the new amphitheater backdrop design.

Significance of Mr. Beasley in preserving history:

Mr. Walter (Dub) Beasley was owner of Beasley Monument Company and a local historian and preservationist who was responsible for preserving and relocating several monuments in Paducah including, the Chief Paduke Statue, the Oscar Turner Fountain and the Humane Society Horse Fountain.

He also designed, purchased and had installed a headstone in Los Angeles for Charles Richter, the developer of the Richter Magnitude Scale for measuring earthquakes. Upon a visit to Mr. Richter's grave, Dub was appalled that no headstone marked the grave of such a prominent scientist; thus, he set out to remedy that situation as he often did.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name: Plant

Account Number: 10002401 533050

Staff Recommendation: Recommend approval and authorization of manufacturing and installation costs for the historic marker of up to \$1500.

Attachments:

1. Municipal Order

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING TOMMY THOMPSON TO APPLY FOR A STATE HISTORIC MARKER FOR THE NOBLE PARK AMPHITHEATRE TO HONOR MR. WALTER “DUB” BEASLEY AND AUTHORIZING AN EXPENDITURE UP TO \$1,500.00 FOR THE MANUFACTURING AND INSTALLATION COSTS FOR THE HISTORIC MARKER

WHEREAS, the historical significance of the Noble Park Amphitheater is twofold: the history of the amphitheater itself and the history of the Ionic columns incorporated into the backdrop of the renovation; and

WHEREAS, for over 80 years, the amphitheater has been the source of pleasure for the area, hosting concerts, movies, church meetings and other event; and

WHEREAS, the columns incorporated into the new amphitheater backdrop were part of the facade of the old Immanuel Baptist Church Building from its construction in 1921 until its demolition in 1983; and

WHEREAS, Mr. Walter (Dub) Beasley, owner of Beasley Monument Company, worked from 1983 until 2003 to preserve the columns and to have them incorporated into a design of historical significance; and

WHEREAS, in 2003, Mr. Beasley arranged for the city of Paducah to purchase the columns to incorporate them into the new amphitheater backdrop design; and

WHEREAS, the City of Paducah now wishes to honor Walter “Dub” Beasley for his contributions by applying for a State Historic Marker for the Noble Park Amphitheatre.

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby authorizes Tommy Thompson to apply for a State Historic Marker for the Noble Park Amphitheatre to honor Mr. Walter “Dub” Beasley. Further, the City of Paducah hereby authorizes an expenditure of up to \$1,500 for the manufacturing and installation costs for the historic marker. This expenditure shall be charged to Account Number 10002401 533050.

SECTION 2. This order shall be in full force and effect from and after the date of its adoption.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, August 27, 2019
Recorded by Lindsay Parish, City Clerk, August 27, 2019
\\mo\Historic Marker Noble Park Amphitheatre Water Dub Beasley

Agenda Action Form

Paducah City Commission

Meeting Date: August 27, 2019

Short Title: 2019 Edward Byrne Memorial Justice Accountability Grant (JAG) Application Interlocal Agreement between City of Paducah and McCracken County Fiscal Court - **B LAIRD**

Category: Municipal Order

Staff Work By: Joseph Hayes

Presentation By: Brian Laird

Background Information: The Edward Byrne Memorial Justice Assistance Grant (JAG) is a federal formula grant funded through the U.S. Department of Justice. The city has received a notice of eligibility for the amount of \$11,280.

Through Municiple Order No. 2269, the City Commission approved the applying for this grant at its August 13, 2019 meeting for the following purpose: The Paducah Police Department proposes to purchase five (5) hand held radios. The total project cost is \$13,765. The difference of \$2,485 between available funds and the total cost will come from the department's general operating funds.

The application requires an Interlocal Agreement to be signed and approved by the City Commission and the McCracken County Fiscal Court, ensuring neither entity has applied for funds for this project.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize and direct the Mayor to execute an Interlocal Agreement between the City of Paducah and McCracken County Fiscal Court for the administration of a 2019 JAG award.

Attachments:

1. Municipal Order
2. Interlocal Agreement_JAG2019

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING THE INTERLOCAL AGREEMENT
BETWEEN THE CITY OF PADUCAH AND THE McCRACKEN COUNTY FISCAL COURT
FOR THE ADMINISTRATION OF A 2019 JUSTICE ACCOUNTABILITY GRANT (JAG)
AWARD AND AUTHORIZING THE MAYOR TO EXECUTE THE INTERLOCAL
AGREEMENT

BE IT ORDERED BY THE BOARD OF COMMISSIONERS OF THE CITY OF
PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby approves the execution of an Interlocal Agreement, as attached hereto and made a part hereof as Exhibit “A”, between the City of Paducah and the McCracken County Fiscal Court, in compliance with the requirements of the 2019 Justice Accountability Grant (JAG) application (approved in Municipal Order 2269) and authorizes the Mayor to execute the Interlocal Agreement.

SECTION 2. This order shall be in full force and effect from and after the date of its adoption.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, August 27, 2019

Recorded by Lindsay Parish, City Clerk, August 27, 2019

\\mo\grants\ 2019-2020 Justice Assistance Edward Byrne JAG Interlocal Agreement

EXHIBIT "A"

**INTERLOCAL AGREEMENT FOR ACCEPTANCE AND ADMINISTRATION OF EDWARD BYRNE
JUSTICE ASSISTANCE GRANT (JAG) AWARD**

THIS AGREEMENT, made and entered into on this ___ day of August, 2019 herein below, as evidenced by the dates executed by the parties, with an effective date of October 1, 2019, by and between the City of Paducah, Kentucky, a municipality and political subdivision validly existing under the constitution, statutes, and laws of the Commonwealth of Kentucky, acting by and through its duly authorized Mayor, hereinafter called "City"; and the County of McCracken, a County and political subdivision validly existing under the constitution, statutes, and laws of the Commonwealth of Kentucky, hereinafter called "County".

WITNESSETH:

WHEREAS, the governing bodies of the City and County pursuant to the Kentucky Revised Statutes, Section 65.210 et seq., have the power to enter into agreements in order to provide for the use of property on the basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and,

WHEREAS, the City and County have previously determined, and hereby further determine, that all parties are in need of a U.S. Bureau of Justice Edward Byrne JAG Award, as defined herein; and,

WHEREAS, the governing bodies of the City and County hereby determine that it is in the best interests of the citizens and residents of McCracken County that these entities enter into this Agreement to accept and administer a JAG Award in the amount of \$11,280 offered by the U.S. Bureau of Justice; and,

WHEREAS, the execution, delivery, and performance of this Agreement have been authorized, approved, and directed by the governing bodies of the City and County by an ordinance or resolution formally passed and adopted by the governing bodies of the City and County.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I: PURPOSE FOR THIS AGREEMENT

It is necessary for the efficient and consistent administration of the \$11,280 allocated in the 2019 JAG Award that the individual, specific, and special needs of each of the parties here to be considered and that the award be used in a manner that best responds to the needs of those parties and the general public.

ARTICLE II: DEFINITIONS

All words and phrases will have the meanings specified below unless the context clearly requires otherwise.

"Agreement" means this Interlocal Agreement Regarding Acceptance and Administration of a Edward Byrne Justice Assistance Grant (JAG) Award and any amendments or supplements hereto entered into in accordance with the provisions hereof, including the exhibits attached hereto.

"City" means the City of Paducah, Kentucky, or any successor thereto acting by and through this Agreement

"County" means the County of McCracken, Kentucky, or any successor thereto acting by and through this Agreement.

"Fiscal Year" means the period from and including July 1 through and including the next June 30.

"Term" means the term of this Agreement *as* determined pursuant to **Article IV** hereof. **ARTICLE**

III: REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 3.1. Representations, Covenants and Warranties of the County. The County represents, covenants and warrants for the benefit of the remaining parties hereto as follows:

- (a) The County is a county and political subdivision, validly organized and existing in good standing under the laws of the Commonwealth of Kentucky, has full power and authority to enter into and perform its obligations under this Agreement, and has duly taken the necessary acts required prior to (including all required approvals) the execution and delivery of this Agreement. The County warrants this Agreement to be a valid, legal and binding obligation of the County, enforceable against it in accordance with its terms.
- (b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions hereof conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or any agreement or instrument to which the County is now a party or by which the County is bound, or constitutes a default under any of the foregoing, or conflicts with or results in a violation of any

provision of law or regulation applicable to the County or results in the creation or imposition of any lien or encumbrance whatsoever upon the property or assets of the County or City (except for any purchase money security interests); and no representation, covenant and warranty herein is false, misleading or erroneous in any material respect.

- (c) To the best of County's knowledge and belief, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or known to be threatened against or affecting the County nor to the best of the knowledge of the County is there any basis therefore, wherein an unfavorable decision, ruling, or finding would materially and adversely affect the transactions contemplated by this Agreement or which would adversely affect, in any way, the validity or enforceability of this Agreement or any material agreement or instrument to which the County is a party, used or contemplated for use in the consummation of the transactions contemplated hereby, or the authority or ability of the County to perform its obligations hereunder or thereunder.
- (d) The Project is in furtherance of the County's governmental purposes, serves a public purpose and is in the best interests of the residents of the County and at the time of the execution and delivery of the Agreement, the County intends to annually appropriate its share of funding for the project *as set forth in Articles V and VI.*

Section 3.2. Representations. Covenants and Warranties of City. The City represents, covenants and warrants for the benefit of the remaining parties hereto *as follows:*

- (a) The City is a municipality and political subdivision, validly organized and existing in good standing under the laws of the Commonwealth of Kentucky, has full power and authority to enter into and to perform its obligations under this Agreement, and has duly taken the necessary acts required prior to (including all required approvals) the execution and delivery of this Agreement. The City warrants this Agreement to be a valid, legal and binding obligation of the City, enforceable against the City in accordance with its terms.
- (b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions hereof conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound, or constitutes a default under any of the foregoing, or conflicts with or results in a violation of any provision of law or regulation applicable to the City or results in the creation or imposition of any lien or encumbrance whatsoever upon the property or assets of the County or City (except for any purchase money security interests); and no representation, covenant and warranty herein is false, misleading or erroneous in any material respect.

- (c) To the best of City's knowledge and belief, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or known to be threatened against or affecting the City nor to the best of the knowledge of the City is there any basis therefore, wherein an unfavorable decision, ruling, or funding would materially and adversely affect the transactions contemplated by this Agreement or which would adversely affect, in any way, the validity or enforceability of this Agreement or any material agreement or instrument to which the City is a party, used or contemplated for use in the consummation of the transactions contemplated hereby, or the authority or ability of the City to perform its obligations hereunder or thereunder.
- (d) The acquisition, construction, and installation of the Project, under the terms and conditions set forth in this Agreement, are in furtherance of the City's governmental purposes, serve a public purpose and are in the best interests of the residents of the City and at the time of the execution and delivery of the Agreement, the City intends to annually appropriate its share of funding for the project as set forth in Articles V and VI.

ARTICLE IV: TERM

Section 4.1. Duration of Agreement Term: Right to Terminate. The term of this Agreement shall be that of the JAG Award, a one (1) year period beginning October 1, 2019 , and ending September 30, 2020 unless terminated by any party hereto. Any party hereto shall have the right to terminate this Agreement by giving notice, in writing, to the other parties no less than sixty (60) days prior to the termination date sought. The voluntary withdrawal and termination of any party shall not terminate this agreement as to the other parties, provided, however, that the withdrawing party shall have no further duties or obligations or be entitled to benefits, therefrom, following the effective date of withdrawal and termination.

ARTICLE V: ALLOCATION OF FUNDING

Section: 5.1. The City and the County agree to allow the City of Paducah to receive and administer 100% of the 2019 JAG award allocation in the amount of \$11,280 on behalf of the Paducah Police Department to be used exclusively for the purchase of grant-allowable items of equipment. The City shall make all purchases, file quarterly narrative and fiscal reports and other reports as necessary including the final close out report.

ARTICLE VI: ADMINISTRATION

Section: 6.1. The City and the County agree that the City shall administer the FY2019 JAG Award and act as the lead agency, fiscal agent, and primary administrator. As such the City shall make all equipment purchases, seek JAG Award funding reimbursements, file quarterly narrative, fiscal reports and other reports as necessary including the final close out report

ARTICLE VII: ASSIGNMENT

Section: 7.1. Assignment. This Agreement may not be assigned by any party without the prior written consent of the remaining parties hereto.

ARTICLE VIII. MISCELLANEOUS

Section: 8.1. Notices. All notices, certificates, requests or other communications hereunder will be sufficiently given and will be in writing and mailed (postage prepaid, and certified or registered with return receipt requested) or delivered (including delivery by courier services) as follows

City: City of Paducah
Attn: Mayor or City Manager
300 South 5th Street
P.O. BOX 2267
Paducah, KY 42002-2267

County: County of McCracken
Attn: County Judge Executive
McCracken County Courthouse
301 South 6th Street, Suite 4
Paducah, KY 42003-1797

Any of the foregoing may, by notice given hereunder to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications will be sent hereunder. All notices, certificates, requests and other communications pursuant to this Agreement will be effective when received (if given by mail) or when delivered (if given by delivery). Further, in the event of a change in personnel to any party/officer hereto, the presumption shall be that, unless the other parties are notified, in writing, the successor to that position shall be the authorized representative and shall be bound by this Agreement.

Section: 8.2. Amendment & Changes and Modifications. Except as specifically provided in this Agreement, this Agreement may not be amended, changed, modified or altered, or any provision hereof waived, without the written consent of all parties hereto.

Section: 8.3. Severability. In the event that any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section: 8.4. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section: 8.5. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

Section:8.6. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section: 8.7. Binding Effect. This Agreement will inure to the benefit of and will be binding upon the parties hereto and their respective successors and assigns (including, without limitation, security assigns), subject, however, to the limitations contained in this Agreement.

Section: 8.8. Entire Agreement. This Agreement and all exhibits attached hereto shall constitute the entire agreement of the parties hereto and any prior agreement of the parties hereto relating to the Project, whether written or oral, is merged herein and shall be of no separate force and effect.

Section: 8.9 Mutual Negotiation. This Agreement and the language contained herein have been arrived at by the mutual negotiation of the parties. Accordingly, no provision hereof shall be construed against one party in favor of another party merely by reason of draftsmanship.

Section: 8.10 Waiver. No action or failure to act by one or more of the parties hereto shall constitute a waiver of a right or duty afforded it/him under the contract, nor shall such action or failure to act constitute approval or acquiescence of or in a breach hereunder.

IN WITNESS WHEREOF, the parties have executed the Agreement by and through their duly authorized representatives as of the day and year first above written.

CITY OF PADUCAH, KENTUCKY

By: _____

Mayor Brandi Harless

Date executed: _____

ATTEST: _____

City Clerk Lindsay Parish

Date executed: _____

MCCRACKEN COUNTY, KENTUCKY

By: _____

Judge Executive Craig Z. Clymer

Date executed: _____

ATTEST: _____

Fiscal Court Clerk Julie Griggs

Date executed: _____

Prepared by:

Melanie Townsend
Grant Administrator
City of Paducah
PO Box 2267
300 S. 5th Street
Paducah, KY 42002

Agenda Action Form Paducah City Commission

Meeting Date: August 27, 2019

Short Title: Approve an AIA Agreement with Lose & Associates, Inc. in a total base fee amount of \$1,120,800 for design and construction management services for a new indoor recreation and aquatics facility - **J ARNDT**

Category: Municipal Order

Staff Work By: Mark Thompson, Amie Clark, Michelle Smolen, James Arndt

Presentation By: James Arndt

Background Information: The City completed a request for qualifications process to select the most qualified design team to design and administer construction management services for the construction of a new indoor recreation and aquatics facility

The City received proposals from 7 interested project teams. These proposals were evaluated by representatives of the City Manager's Office, the Parks and Recreation Department, and the Friends of the Park organization. The project teams were then narrowed down to a field of three.

The three finalists participated in an on-site interview with the City. Lose Design and their qualified team was picked as the selection committee's preferred project team to design and provide construction administration for a new indoor recreation and aquatic facility.

The Lose Design team is made up of Lose Design, Bacon Farmer Workman Engineering and Testing (BFW), Marcum Engineering, Sports Facilities Advisory (SFA), and Water Technology, Inc. (WTI).

The Selection Committee recommends that the Board of Commissioners authorize the Mayor to execute an AIA agreement and all related documents between the City and Lose Design for a total base fee of \$1,120,800. In addition to the base fee there will be reimbursable expenses that will be billed at cost. This expense will be billed out over a two fiscal year period (FY20 and FY21) and it includes four phases: Predesign, Survey and Geotechnical Testing, construction documents, and permitting, bidding and construction administration.

Does this Agenda Action Item align with a Strategic Plan Action Step? Yes

If yes, please list the Action Step Item Codes(s): : R-1 Research, plan, design, and construct a sports plex and recreation aquatic facility.

Funds Available: Account Name: Other Contractual Service - Sports Complex Design

Account Number: 4000 2401 523070 (Project PA0115)

Staff Recommendation: Approve the execution of the AIA Agreement with Lose Design.

Attachments:

1. Municipal Order
2. Lose Agreement 8-23-19

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE PROPOSAL OF LOSE & ASSOCIATES, INC. FOR PROFESSIONAL DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR A NEW INDOOR RECREATION AND AQUATICS FACILITY IN A BASE AMOUNT OF \$1,120,800 AND AUTHORIZING THE MAYOR TO EXECUTE THE AIA AGREEMENT AND ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the proposal of Lose & Associates, Inc., in a base fee amount of \$1,120,800, plus reimbursable expenses that will be billed at cost, for professional design and construction management services for a new indoor recreation and aquatics facility, said bid being in substantial compliance with the request for qualifications, and as contained in the proposal of Lose & Associates, Inc., of July 17, 2019.

SECTION 2. That the Mayor be authorized to execute a contract with Lose & Associates, Inc., for professional design and construction management services, authorized in Section 1 above, according to the specifications, proposal and all contract documents heretofore approved and incorporated in the proposal.

SECTION 3. This expenditure shall be charged to Other Contractual Service - Sports Complex Design 4000 2401 523070 (Project PA0115).

SECTION 4. This Municipal Order shall be effective from and after the date of its adoption.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, August 27, 2019
Recorded by Lindsay Parish, City Clerk, August 27, 2019
\\ord\agree-Lose Design Indoor Recreation & Aquatics Facility

AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the eighth day of August in the year two thousand nineteen
(*In words, indicate day, month and year.*)

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

City of Paducah
300 S. 5th St
Paducah, KY 42002

and the Architect:
(*Name, legal status, address and other information*)

Lose & Associates, Inc.
DBA: Lose Design
2809 Foster Ave
Nashville, TN 37210
Phone: 615-242-0040

for the following Project:
(*Name, location and detailed description*)

Paducah Indoor Aquatics and Recreation Facility Site Selection and Construction
Documents, as outlined in Exhibit A.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See Exhibit A

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Location to be determined after evaluating four potential sites that have been identified by the City.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Stated budget for construction is \$15,000,000.00.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Complete Design and Permitting by June 2020.

.2 Construction commencement date:

September 2020.

.3 Substantial Completion date or dates:

November 2021.

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Design, Bid and Build

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

To construct site infrastructure and facilities outline in Exhibit A.
(Paragraph Deleted)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

James W. Arndt, City Manager
300 S. 5th St.
Paducah, KY 42002
Phone: 270-444-8503
jarndt@paducahky.gov

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Mark Thompson, CPRP
1400 H.C. Mathis Dr.
Paducah, KY 42002
Phone: 270-444-8508
mthompson@paducahky.gov

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Bacon Farmer Workman
Engineering & Testing, Inc.
500 S. 5th St.
Paducah, KY 72003
270-443-1995

.2 Civil Engineer:

Bacon Farmer Workman
Engineering & Testing, Inc.
500 S. 5th St.
Paducah, KY 72003
270-443-1995

.3 Other, if any: Surveying

(List any other consultants and contractors retained by the Owner.)

Bacon Farmer Workman
Engineering & Testing, Inc.
500 S. 5th St.
Paducah, KY 72003
270-443-1995

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Chris Camp, PLA
DBA: Lose Design
2809 Foster Ave
Nashville, TN 37210
Phone: 615-242-0040
ccamp@lose.design

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Bacon Farmer Workman
Engineering & Testing, Inc.
500 S. 5th St.
Paducah, KY 72003
270-443-1995

.2 Mechanical Engineer:

Marcom Engineering, LLC
500 S. 17th St.
Paducah, KY 42003
Phone: 270-444-9274

.3 Electrical Engineer:

Marcom Engineering, LLC
500 S. 17th St.

Init.

Paducah, KY 42003
Phone: 270-444-9274

§ 1.1.11.2 Consultants retained under Supplemental Services:

Operations Consultant
SFA, Sports Facilities Advisory
600 Cleveland St., Suite 910
Clearwater, FL 33755
Phone: 727-474-3845

Aquatics Consultant
Water Technology, Inc.
100 Park Ave.
PO Box 614
Deaver Dam, WI 53916
Phone: 920-344-3132

§ 1.1.12 Other Initial Information on which the Agreement is based:

Owner understands that Lose Design does not have control over state and local permit review time frames, which can impact the overall project schedule.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 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 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 until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million (\$ 1,000,000) for each occurrence and two million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million (\$ 1,000,000) each accident, one million (\$ 1,000,000) each employee, and one million (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million (\$ 2,000,000) per claim and four million (\$ 4,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

§ 3.1.1 The Architect shall manage the Architect's services, 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, and shall not be responsible for, the accuracy, completeness, and timeliness 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, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 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.

§ 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, the proposed procurement and 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. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project 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 representations. 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 sustainable 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 more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 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 other appropriate elements. 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 prepared in accordance with Section 6.3.

§ 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 and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform 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 the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) 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 prepared in accordance with Section 6.3.

§ 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 Procurement 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 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals (Removed)

(Paragraphs Deleted)

§ 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™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 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 4.2 and except as provided in Section 3.6.6.5, 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 4.2.3, 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 promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) 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 the 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, 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 A201–2017, 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, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) 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 Subcontractors and 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 of the schedule. 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 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 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 and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, 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 the 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 order 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 Section 4.2, 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:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, 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.

§ 3.6.6.3 When Substantial Completion has been achieved, 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 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental 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. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect to evaluate four sites
§ 4.1.1.3 Measured drawings	NP

§ 4.1.1.4	Existing facilities surveys	NP
§ 4.1.1.5	Site evaluation and planning	Architect
§ 4.1.1.6	Building Information Model management responsibilities	NP
§ 4.1.1.7	Development of Building Information Models for post construction use	NP
§ 4.1.1.8	Civil engineering	Architect
§ 4.1.1.9	Landscape design	Architect
§ 4.1.1.10	Architectural interior design	Architect
§ 4.1.1.11	Value analysis	NP
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	NP
§ 4.1.1.13	On-site project representation	NP
§ 4.1.1.14	Conformed documents for construction	Architect
§ 4.1.1.15	As-designed record drawings	NP
§ 4.1.1.16	As-constructed record drawings	NP
§ 4.1.1.17	Post-occupancy evaluation	NP
§ 4.1.1.18	Facility support services	NP
§ 4.1.1.19	Tenant-related services	NP
§ 4.1.1.20	Architect's coordination of the Owner's consultants	NP
§ 4.1.1.21	Telecommunications/data design	Architect
§ 4.1.1.22	Security evaluation and planning	NP
§ 4.1.1.23	Commissioning	NP
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	NP
§ 4.1.1.25	Fast-track design services	NP
§ 4.1.1.26	Multiple bid packages	NP
§ 4.1.1.27	Historic preservation	NP
§ 4.1.1.28	Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29	Other services provided by specialty Consultants	Architect, Aquatics Consultant
§ 4.1.1.30	Other Supplemental Services	Architect, Management Consultant

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Supplemental Services as noted in 4.1.1.1 will be provided as part of the base contract.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

See Exhibit A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services 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 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 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 Additional 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 size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .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 models or other design documentation 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 dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph Deleted)

- .8 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .9 Assistance to the Initial Decision Maker, if other than the Architect.
- .10 Providing Construction Administration Services beyond the stated date of completion resulting from delays caused by the Contractor

§ 4.2.2 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, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved 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; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 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 submittals of the Contractor
- .2 Monthly visits to the site by the Architect 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 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty two (22) 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.

§ 5.2 The Owner shall establish 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. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. 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 Deleted

§ 5.5 Deleted

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 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 as the responsibility of the Architect 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 and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 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.

§ 5.10 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.

§ 5.11 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.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 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.

§ 5.14 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.

§ 5.15 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.

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 also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or 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 shall 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, and 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 recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. 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 requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, 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 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. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 6.8 If the Architect notifies the Owner in writing that the Opinion of Probable Cost exceeds the Owners stated budget and the Owner directs the Architect to proceed with bidding; the Architect shall be compensated at the stated percentage of construction cost of the total bid amount, including add alternates and will be compensated hourly to revise the drawings to bring the project within budgeted funds.

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.

§ 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 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 under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. 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 suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, 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 authors 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.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and 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 A201–2017, 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.

§ 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 this Agreement. A request for mediation shall be made in writing, delivered to the other party to this 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.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction in McCracken County, Kentucky.

☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, 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.

§ 8.3 Arbitration (Removed)

(Paragraphs Deleted)

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 Owner shall pay the Architect 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 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 (Removed)

(Paragraphs Deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 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 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. 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 A201–2017, General Conditions of the Contract for Construction.

§ 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, including any payments due to the Architect by the Owner prior to the assignment.

§ 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. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis

(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other

(Describe the method of compensation)

See Exhibit B & C

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, 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.)

NA

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

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

Hourly

§ 11.4 Compensation for Supplemental and 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 zero percent (0%), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

(Table Deleted)

See Exhibit B

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis 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. 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 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 Exhibit C

Employee or Category

Rate (\$0.00)

Init.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, 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 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and 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, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 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 zero percent (0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

NA

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0.00) 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.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 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 forty-five (45) 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.)

4.5 % four and one half percent

§ 11.10.2.2 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.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and 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:

(Include other terms and conditions applicable to this Agreement.)

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 the Owner and Architect.

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

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
(Paragraphs Deleted)

.2 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204–2017 incorporated into this agreement.)

☒ Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A. Project Approach

Exhibit B. Fee Schedule

Exhibit C. Hourly Rates

Exhibit D. Insurance Certificate

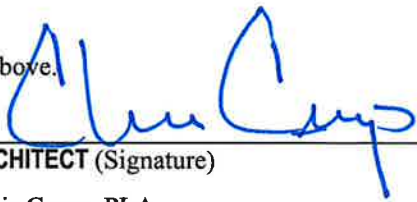
.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

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

OWNER (Signature)

(Printed name and title)



ARCHITECT (Signature)

Chris Camp, PLA
President and CEO

(Printed name, title, and license number, if required)

Additions and Deletions Report for AIA® Document B101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:36:55 ET on 08/23/2019.

PAGE 1

AGREEMENT made as of the eighth day of August in the year two thousand nineteen

...

City of Paducah
300 S. 5th St
Paducah, KY 42002

...

Lose & Associates, Inc.
DBA: Lose Design
2809 Foster Ave
Nashville, TN 37210
Phone: 615-242-0040

...

Paducah Indoor Aquatics and Recreation Facility Site Selection and Construction Documents, as outlined in Exhibit A.

PAGE 2

TABLE OF ARTICLES

...

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

...

See Exhibit A

...

Location to be determined after evaluating four potential sites that have been identified by the City.

...

Stated budget for construction is \$15,000,000.00.

PAGE 3

Complete Design and Permitting by June 2020.

...

September 2020.

...

November 2021.

...

N/A

...

Design, Bid and Build

...

To construct site infrastructure and facilities outline in Exhibit A.

...

James W. Arndt, City Manager
300 S. 5th St.
Paducah, KY 42002
Phone: 270-444-8503
jarndt@paducahky.gov

...

Mark Thompson, CPRP
1400 H.C. Mathis Dr.
Paducah, KY 42002
Phone: 270-444-8508
mthompson@paducahky.gov

PAGE 4

Bacon Farmer Workman

...

Engineering & Testing, Inc.

...

500 S. 5th St.

...

Paducah, KY 72003

...

270-443-1995

...

Bacon Farmer Workman

...

Engineering & Testing, Inc.

...

500 S. 5th St.

...

Paducah, KY 72003

...

270-443-1995

...

.3 Other, if any: Surveying

...

Bacon Farmer Workman

...

Engineering & Testing, Inc.

...

500 S. 5th St.

...

Paducah, KY 72003

...

270-443-1995

...

Chris Camp, PLA
DBA: Lose Design

2809 Foster Ave
Nashville, TN 37210
Phone: 615-242-0040
ccamp@lose.design

...

Bacon Farmer Workman

...

Engineering & Testing, Inc.

...

500 S. 5th St.

...

Paducah, KY 72003

...

270-443-1995

...

Marcom Engineering, LLC

...

500 S. 17th St.

...

Paducah, KY 42003

...

Phone: 270-444-9274

...

Marcom Engineering, LLC

...

500 S. 17th St.

PAGE 5

Paducah, KY 42003

...

Phone: 270-444-9274

...

Operations Consultant
SFA, Sports Facilities Advisory
600 Cleveland St., Suite 910
Clearwater, FL 33755
Phone: 727-474-3845

Aquatics Consultant
Water Technology, Inc.
100 Park Ave.
PO Box 614
Deaver Dam, WI 53916
Phone: 920-344-3132

...

Owner understands that Lose Design does not have control over state and local permit review time frames, which can impact the overall project schedule.

PAGE 6

§ 2.5.1 Commercial General Liability with policy limits of not less than one million (\$ 1,000,000) for each occurrence and two million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

...

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 Employers' Liability with policy limits not less than one million (\$ 1,000,000) each accident, one million (\$ 1,000,000) each employee, and one million (\$ 1,000,000) policy limit.

...

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million (\$ 2,000,000) per claim and four million (\$ 4,000,000) in the aggregate.

PAGE 9

§ 3.5.3 Negotiated Proposals (Removed)

...

~~§ 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 facilitating the distribution 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;~~

...

~~.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~

...

~~.4 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 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

PAGE 12

§ 4.1.1.1	Programming	<u>Architect</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Architect to evaluate four sites</u>
§ 4.1.1.3	Measured drawings	<u>NP</u>
§ 4.1.1.4	Existing facilities surveys	<u>NP</u>
§ 4.1.1.5	Site evaluation and planning	<u>Architect</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>NP</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>NP</u>
§ 4.1.1.8	Civil engineering	<u>Architect</u>
§ 4.1.1.9	Landscape design	<u>Architect</u>
§ 4.1.1.10	Architectural interior design	<u>Architect</u>
§ 4.1.1.11	Value analysis	<u>NP</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>NP</u>
§ 4.1.1.13	On-site project representation	<u>NP</u>
§ 4.1.1.14	Conformed documents for construction	<u>Architect</u>
§ 4.1.1.15	As-designed record drawings	<u>NP</u>
§ 4.1.1.16	As-constructed record drawings	<u>NP</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>NP</u>
§ 4.1.1.18	Facility support services	<u>NP</u>
§ 4.1.1.19	Tenant-related services	<u>NP</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>NP</u>
§ 4.1.1.21	Telecommunications/data design	<u>Architect</u>

§ 4.1.1.22	Security evaluation and planning	<u>NP</u>
§ 4.1.1.23	Commissioning	<u>NP</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>NP</u>
§ 4.1.1.25	Fast-track design services	<u>NP</u>
§ 4.1.1.26	Multiple bid packages	<u>NP</u>
§ 4.1.1.27	Historic preservation	<u>NP</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Architect</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Architect, Aquatics Consultant</u>
§ 4.1.1.30	Other Supplemental Services	<u>Architect, Management Consultant</u>

...

Supplemental Services as noted in 4.1.1.1 will be provided as part of the base contract.

...

See Exhibit A

PAGE 13

~~.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 entities providing bids or proposals;~~

...

~~.10—.8 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,~~

...

~~.11—.9 Assistance to the Initial Decision Maker, if other than the Architect.~~

...

.10 Providing Construction Administration Services beyond the stated date of completion resulting from

...

delays caused by the Contractor

PAGE 14

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

...

.2 ~~()~~ Monthly visits to the site by the Architect 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 One (1) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty two (22) 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.

...

§ 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 other 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.~~Deleted

...

§ 5.5 ~~The Owner shall furnish services of geotechnical engineers, which may include 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.~~Deleted

PAGE 16

~~**§ 6.7**~~ **§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect 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. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

...

§ 6.8 If the Architect notifies the Owner in writing that the Opinion of Probable Cost exceeds the Owners stated budget and the Owner directs the Architect to proceed with bidding; the Architect shall be compensated at the stated percentage of construction cost of the total bid amount, including add alternates and will be compensated hourly to revise the drawings to bring the project within budgeted funds.

[X] Litigation in a court of competent jurisdiction in McCracken County, Kentucky.

§ 8.3 Arbitration (Removed)

...

~~§ 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 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.~~

...

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

...

~~§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees: (Removed)~~

...

~~(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)~~

...

~~.1 Termination Fee:~~

...

~~.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

PAGE 20

See Exhibit B & C

...

NA

...

Hourly

...

§ 11.4 Compensation for Supplemental and 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 zero percent (0%), or as follows:

...

Schematic Design Phase	percent (	%)
Design Development Phase	percent (	%)
Construction Documents Phase	percent (	%)
Procurement Phase	percent (	%)
Construction Phase	percent (	%)
Total Basic Compensation	one hundred percent (	100 %)

...

See Exhibit B

...

See Exhibit C

PAGE 21

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

...

NA

...

§ 11.10.1.1 An initial payment of zero (\$ 0.00) 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.

...

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 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 forty-five (45) 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.

...

4.5 % four and one half percent

PAGE 22

~~2~~ ~~AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

...

(Insert the date of the E203-2013 incorporated into this agreement.)

...

~~.3~~ .2 Exhibits:

...

[X] Other Exhibits incorporated into this Agreement:

...

Exhibit A. Project Approach

...

Exhibit B. Fee Schedule

...

Exhibit C. Hourly Rates

...

Exhibit D. Insurance Certificate

...

Chris Camp, PLA
President and CEO

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:36:55 ET on 08/23/2019 under Order No. 0727966213 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Exhibit A

Project Approach

Lose Design is pleased to present our qualifications for the design and development of a new Indoor Aquatic & Recreation Facility for Paducah, KY. With a strong history of designing successful aquatics & recreation centers, we have established a high standard for competition and family facilities in their respective communities. The programs and building amenities are designed to cater to the needs of the communities they serve. They have generated overwhelming praise for the design and dedication to providing quality recreation for their patrons.

Phase 1. Predesign Services (programming, concept development, site evaluations & operations and management analysis)

Kickoff Meeting & Programming Session

Upon award of the design contract for Paducah's new Indoor Aquatic & Recreation Facility, Lose Design will schedule a kickoff meeting with the facilities staff, City representatives and project team, and our design team to ascertain the priority of programming necessities and desires. During this kick-off meeting we will identify any appropriate Community or Citizen interest groups to talk about how they view this facility providing for the present and future needs of the community and schedule the community involvement process. Our proven methodology begins with client discussions and education regarding the project goals and parameters. Our team takes a holistic approach to design. We feel it is important to review the comprehensive goals and objectives of our client's program before developing a conceptual design for a new facility.

Operation and Management Assessment

During the initial programming phase, Sports Facilities Advisory (SFA) team member will be tasked with generating a proforma for the facility. SFA utilizes existing data, market research, and information gathered via meetings and calls with the City to produce a 5-year cash flow forecast. SFA's pro formas are detailed, institutional-grade financial forecasts, used to support decision-making and financing. The pro forma will provide the City with a detailed understanding of the financial reality of this potential project. The pro forma will provide insight into the financial potential of the project and will include projections related to construction and start-up costs, revenues/expenses by product/program, facility utilization, and more. The financial forecast will also address the wide range of key performance indicators and contributing factors that influence operations and the overall financial performance of the facility.

Understanding that the City is looking for this analysis to include operational details for the venue, the pro forma will have a detailed breakdown of the required organizational structure and salaries required to operate the venue (operating financial model).

Once this data has been gathered, SFA will produce a summary report for your project. The summary report will include an overview of the pro forma, as well as sports and recreation participation trends. This also includes a list of potential innovative events and activities inclusive of local programming, niche sports markets, and regional events.

Site Assessments & Concept Development

Site evaluations for the four proposed sites will progress simultaneously with the building programming and pro forma development. It will be critical to review the potential project sites for physical and financial opportunities and constraints, while also addressing relevant site/user issues of each site to determine the best site solution. This will help minimize costs in the preparation of the site for the new facility.

Once a site has been selected, a preliminary program will be developed. This program will serve as the project's design guide. Using the program data, Lose will then develop a cohesive building model that includes the intended design elements and provides a skilled design solution.

In conjunction with the initial plans, Lose will produce a preliminary Opinion of Probable Cost (OPC), utilizing data from the pro forma and our team's knowledge of current construction costs. The Lose team will work in conjunction with the city's representatives throughout all phases of the design and make professional recommendations along the way, with the intention of fulfilling the program requirements and maintaining the established budget. We will hold regular and frequent scheduled meetings with both the City Project Team and the Board of Commissioners to keep them apprised of the project status. In these meetings, we will discuss items such as: the design progression as they arise, clarify requirements, generate FFE lists, review cost estimates, and confirm that the design complies with all applicable codes and disciplines. Best building practices, energy efficient solutions, and environmentally sustainable measures will be incorporated into the project's design.

Phase 2. Topographic Survey and Geotechnical Testing

Once the site selection process has identified the preferred site for the new center, a topographic survey will be prepared along with a geotechnical report for the site. These documents will be used to guide the design team as it moves into the development of construction documents.

Phase 3. Construction Documents (schematic design, design development and construction documents)

The Schematic Design phase will fine tune the conceptual plans and serve as the basis for implementing design decisions. Preliminary materials, finishes, activities and equipment are reviewed and selected. The facilities plans, sections, utility requirements, code review and budget conformance review are developed during this phase. As with each phase in the design process, regular and frequent scheduled review meetings will be provided with the entire projects team.

On the design team assembled for this project is one of the country's most reputable aquatic consultants, Water Technology, Inc. (WTI). WTI's planning and design approach is a proven, successful methodology for the development of public water-based recreational facilities. WTI was established in 1983 and is an experienced specialty consultant in aquatics.

Our consultants will participate in every step of the project, from design through the warranty period, to add their expertise as to differing alternatives, industry standards, costs, and current facility trends. With our team's previous and ongoing experience, we are especially well suited to address issues specific to aquatics & recreation facilities.

During the Design Development and Construction Document phases, Lose will continue to refine the building design to offer the best possible solution for the Paducah facilities. Intended project materials, finishes, activities and equipment are finalized. The facilities plans, sections, utility requirements, code review, project detailing, coordination verification and clash detection are further refined during this phase to aid in streamlining the construction process.

Lose will update the OPC as the design matures and will ensure that the project remains within the established budget. In the event of programmatic expansion or modifications that effect project budget, alternative solutions will be proposed through the value engineering (VE) process to adjust parameters that will aim to bring the project back within the funding range.

With a consensus from the Paducah contingent, construction documents will be finalized. Lose Design will coordinate submission of the Construction Documents package to the appropriate state and local permitting officials for review and approval.

Phase 4. Bidding and Construction Administration

Bidding

Upon approval of the documents, the project will be released for the competitive bid process. During this bidding phase, the Lose team will answer and questions from prospective bidders, issue addenda, manage the opening and review of all bids, and make a recommendation to the user agency for award to the successful and appropriate bidder.

Construction Administration

Following the successful bidder's contract negotiations, Lose Design will schedule a construction kick off meeting to review project parameters, point of contact and communication process, project submittal review process, schedule, and quality control expectations. A Notice to Proceed will be issued to the successful bidder at this meeting. During construction, our team will observe the work for any deficiencies. We will communicate the results of our site observations and any impacts to the schedule in a timely manner. Our qualifications are matched by our commitment to produce an outstanding project for our clients.

Additionally, regular Owner Architect Contractor (OAC) meetings will be scheduled on site with all parties. These meetings will review job progress, discuss any changes to the work and review Contractor's pay requests. Outside of these meetings, the Lose team will review product submittals, respond to Contractor questions on the work, and recommend solutions and alternatives for the best resolution of issues.

Upon notification from the Contractor that construction has reached substantial completion, Lose will schedule a Substantial Completion Inspection. A physical inspection will be performed and a comprehensive list of incomplete or deficient items will be generated and issued to the Contractor for the correction prior to the final inspection and payment. Lose Design will administer customary Project Close Out procedures to aid in a smooth transition of ownership from the GC to the city for end use.

Lose Design will remain available during the one-year warranty period to address issues and problems as they arise, provide recommendations for their correction, and verify that corrective measures have been implemented by the GC to the satisfaction of the city and its representatives.



Exhibit B

August 8, 2019

RE: Fees for Design & Construction Administration Services for Indoor Aquatic & Recreation Facility

Lose Design is pleased to submit a fee proposal for the design and construction administration services for the Indoor Aquatics & Recreation Facility. Our fees are based on the stated construction budget of \$15,000,000. We have broken our fees into four phases, Pre-Design, Surveying and Geotechnical Services, Design and Permitting though Construction Administration Services. We have also provided a budget figure for developing a topographic survey and geotechnical report and once a site is selected we can provide a hard cost for the services. Lose Design will only proceed with each phase of the project upon receiving a signed copy of this fee proposal directing us to proceed.

Phase 1. Predesign Services

Lose Design: programming, concept development and site evaluations	\$ 43,125.00
(5.75% of construction cost x 5%)	
WTI: programming and concept development	\$ 9,600.00
SFA: programming, operations and management feasibility study	\$ <u>32,500.00</u>
Total	\$ 85,225.00

Authorization to Proceed: _____

Title: _____

Phase 2. Survey and Geotechnical Testing

As the exact site for the facility has not been determined, fees for required topographic survey work and development of a geotechnical report cannot be provided. Based on discussions with design team members it is recommended that a budget line of \$25,000.00 be established for this work.

Total	\$25,000.00
--------------	--------------------

Authorization to Proceed: _____

Title: _____

Phase 3. Construction Documents (schematic design- construction documents)

Lose Design: (5.75% of construction cost x 60%)	\$517,500.00
WTI: aquatics construction documents	<u>\$162,600.00</u>
Total	\$680,100.00

Authorization to Proceed: _____

Title: _____

Permitting, Bidding & Construction Administration

Lose Design: (5.75% of construction cost x 35%)	\$301,875.00
WTI: aquatics coordination and construction administration	<u>\$ 28,600.00</u>
Total	\$330,475.00

Authorization to Proceed: _____

Title: _____

Total Base Fee **\$1,120,800.00**

As outlined above the total base fee for both predesign services through construction administration and project close out is \$1,120,800. In addition to the base fee, reimbursable expenses will be bill at cost. The base fee excluding predesign services and aquatics design services is based on a fee of 5.75% of construction cost for all architectural, civil, MPE, & structural engineering services and landscape architectural services. Actual fees will be adjusted to reflect the final construction cost based on actual bids received on the project for base design elements and add alternate bid items.

ATTACHMENT C – Hourly Rates

LOSE DESIGN

HOURLY RATE SCHEDULE (for use with all hourly agreements and for Additional Services)

Professional Services Hourly Rate

Principal/President	\$240.00
Executive Vice President.....	\$220.00
Vice President	\$200.00
Division Director I	\$185.00
Division Director II	\$160.00
Marketing Director.....	\$110.00
Senior Landscape Architect, Architect, Engineer, and Planner	\$140.00
Certified Park & Recreation Specialist, Engineer Specialist, Project Coordinator..	\$110.00
L A I, Architect I, Engineer I, Project Manager I	\$115.00
LA II, Architect II, Engineer II, Project Manager II	\$110.00
Land Planner I, Intern Architect I, Engineer in Training I BIM Specialist, GIS Specialist I, Assistant Graphic Designer I	\$95.00
Land Planner II, Intern Architect II, Engineer in Training II GIS Specialist II, Assistant Graphic Designer II	\$90.00
Technician I	\$80.00
Interior Designer	\$95.00
Technician II	\$75.00
Marketing Coordinator	\$70.00
Assistant Accounts Manager, Administrative Assistant I	\$60.00
Administrative Assistant II.....	\$35.00

Reimbursable Expenses

Consultants' Services	cost
Prints	cost
Long Distance Telephone Charges	cost
Postage and Shipping	cost
Mileage and Travel Expenses	cost
Copies	cost

January 1, 2019

NOTE: All the above-stated fees and expenses are to be billed monthly, and the invoices are due and payable upon receipt. Other reimbursable expenses not shown hereon will be invoiced at our cost. These rates are current until January 1, 2020, at which time they may be adjusted by the Design Professional.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/08/2019

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

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

PRODUCER Risk Strategies Company 104 Woodmont Blvd. Suite 400 Nashville TN 37205	CONTACT NAME: Judy Witt PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: jwitt@risk-strategies.com ADDRESS:																					
INSURED Lose & Associates Inc., dba Lose Design 2809 Foster Avenue Nashville TN 37210	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Travelers Indemnity Co of Amer</td><td>25666</td></tr><tr><td>INSURER B:</td><td>Travelers Property Casualty Company of America</td><td>25674</td></tr><tr><td>INSURER C:</td><td>Travelers Indemnity Co</td><td>25658</td></tr><tr><td>INSURER D:</td><td>XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travelers Indemnity Co of Amer	25666	INSURER B:	Travelers Property Casualty Company of America	25674	INSURER C:	Travelers Indemnity Co	25658	INSURER D:	XL Specialty Insurance Company	37885	INSURER E:			INSURER F:		
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INSURER D:	XL Specialty Insurance Company	37885																				
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 06/21/2019**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			6807H159910	10/11/2018	10/11/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BA7H160748	10/11/2018	10/11/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP7H161284	10/11/2018	10/11/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	UB6J795832	10/11/2018	10/11/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			DPR9944630	06/26/2019	06/26/2020	Each Claim \$2,000,000 Annual Aggregate \$4,000,000

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

Evidence of insurance only.

CERTIFICATE HOLDER**CANCELLATION**

City of Paducah 300 S. 5th Street Paducah KY 42002	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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Agenda Action Form

Paducah City Commission

Meeting Date: August 27, 2019

Short Title: Approve JSA Easement between Hansen Road and Pecan Drive - **JOHN HODGES**

Category: Ordinance

Staff Work By: John Hodges

Presentation By:

Background Information: The Paducah McCracken County Joint Sewer Agency (JSA) is proposing to construct a 3MG wet weather tank on property purchased by JSA between Hansen Road and Pecan Drive. The tank is a necessary project to achieve compliance concerning wet weather with the Kentucky Division of Water (DOW). In order to construct the project, a small easement is required from property owned by the City of Paducah. The easement is necessary to connect an existing sanitary sewer interceptor line to the tank. All private easements are complete. The permanent easement required is approximately 1,500 square feet (0.03 acres). The easement document, associated easement exhibit, and two drawings showing the easement location are included.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve the easement for JSA at Hansen Road and Pecan Drive.

Attachments:

1. Ordinance
2. cityeasement (002)
3. Perkins Site Plan Easement Layout

ORDINANCE NO. 2019-____ - _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A
SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT
BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND PADUCAH MCCrackEN
COUNTY JOINT SEWER AGENCY FOR AN AREA LOCATED BETWEEN HANSEN
ROAD AND PECAN DRIVE IN ORDER TO ALLOW FOR THE CONNECTION OF AN
EXISTING SANITARY SEWER INTERCEPTOR LINE TO A WET WEATHER TANK

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes the Mayor to execute a
Sanitary Sewer Easement and Temporary Construction Easement between the City of Paducah
and Paducah McCracken County Joint Sewer Agency , as attached hereto and made part hereof,
Exhibit 1, for and in consideration of One dollar and no cents (\$1.00) for an area located between
Hansen Road and Pecan Drive, and being more particularly described as follows:

SANITARY SEWER EASEMENT

A strip of land 30 feet in width, lying adjacent to and parallel with
the Grantor's north property line as further described below:

Being a 30 foot wide sanitary sewer easement as shown on Exhibit
A hereto attached and made part of this document.

Being a part of the same property conveyed to the City of Paducah,
by deed dated August 30, 2010, as recorded in Deed Book 1195,
Page 33, in the McCracken County Clerk's Office.

TEMPORARY CONSTRUCTION EASEMENT

Being a 10 foot wide temporary construction easement
immediately adjacent to the sanitary sewer easement as shown on
Exhibit A hereto attached and made part of this document.

Being a part of the same property conveyed to the City of Paducah,
by deed dated August 30, 2010, as recorded in Deed Book 1195,
Page 33, in the McCracken County Clerk's Office.

SECTION 2. This ordinance shall be read on two separate days and will become
effective upon summary publication pursuant to KRS Chapter 424.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, August 13, 2019

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\\ord\\Sanitary Sewer and Temporary Construction Easement Joint Sewer Agency JSA

Exhibit 1

SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

THIS SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT made and entered into on this the ____ day of _____, 2019, by and between CITY OF PADUCAH, a Municipal Corporation of the Home Rule Class, P.O. Box 2267, Paducah, Kentucky, 42002-2267, hereinafter called "Grantor(s)" (whether one or more), whose in-care-of address to which the current tax bill for the tax year of 2019, may be sent to City of Paducah, P.O. Box 2267, Paducah, KY 42002-2267, and the **PADUCAH MCCRACKEN COUNTY JOINT SEWER AGENCY**, 621 Northview Street, Paducah, KY 42001, hereinafter called "Grantee";

W I T N E S S E T H :

That for and in consideration of **One dollar and no cents (\$1.00)**, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor(s) do by these presents grant, bargain, sell, transfer, and convey unto Grantee, its successors and assigns, a perpetual sanitary sewer easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove any and all lines, mains, drains and appurtenances for the improvement of a sanitary sewer with all rights of ingress and egress over and across real property owned by the Grantor(s) in McCracken County, Kentucky. Said perpetual sanitary sewer easement shall be described as follows:

SANITARY SEWER EASEMENT

A strip of land 30 feet in width, lying adjacent to and parallel with the Grantor's north property line as further described below:

Being a 30 foot wide sanitary sewer easement as shown on Exhibit A hereto attached and made part of this document.

Being a part of the same property conveyed to the City of Paducah, by deed dated August 30, 2010, as recorded in Deed Book 1195, Page 33, in the McCracken County Clerk's Office.

The grant of this easement is subject to existing easements for roads and other utilities. Grantee shall, at its expense, repair all damage and surface damage to Grantor(s)' property occasioned by the construction of the sanitary sewer lines, mains, drains, and appurtenances, and by its use of the easement areas and occurring within one year of completion of installation of the sanitary sewer referred to herein, including, but not limited to grading,

filling, compacting, leveling, sodding, and seeding as may be reasonably required to mitigate erosion as mutually agreed upon by both Grantor and Grantee.

In consideration of the aforementioned premises, Grantor(s) also grant, bargain, sell, transfer and convey unto Grantee, a temporary construction easement with the right to use same for all purposes necessary, proper, and convenient in the construction of the sanitary sewer lines, mains, drains and appurtenances. Said temporary construction easements shall be described as follows:

TEMPORARY CONSTRUCTION EASEMENT

Being a 10 foot wide temporary construction easement immediately adjacent to the sanitary sewer easement as shown on Exhibit A hereto attached and made part of this document.

Being a part of the same property conveyed to the City of Paducah, by deed dated August 30, 2010, as recorded in Deed Book 1195, Page 33, in the McCracken County Clerk's Office.

This temporary construction easement shall be in force during the construction period of the sanitary sewer lines, mains, drains and appurtenances and at the completion of the public improvements, said temporary easements shall terminate and the land shall revert to the Grantor(s) and all interest conveyed herein shall cease.

The aforesaid sanitary sewer easements are perpetual and shall remain in full force and effect unless formally terminated in writing by Grantee. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

TO HAVE AND TO HOLD the aforesaid rights, privileges and easements to the Grantee, its successors and assigns forever, with covenant of General Warranty.

IN WITNESS WHEREOF, the Grantor(s) and Grantee(s) have executed this instrument on the date first above written.

GRANTOR(S):

GRANTEE(S):

CITY OF PADUCAH

PADUCAH McCracken County
Joint Sewer Agency

BY: _____

BY: _____

TITLE: _____

TITLE: _____

COMMONWEALTH OF KENTUCKY
COUNTY OF _____

I, _____, a Notary Public in and for the State and County
aforesaid, do hereby certify that the foregoing easement was this day produced before me and that the same was
thereupon acknowledged before me by _____ (name), _____
_____ (title), an authorized agent for the City of Paducah, to be a free and voluntary act and
deed, all of which is hereby certified to the proper office of record.

My Commission expires:_____.

WITNESS my hand and notarial seal on this the ____ day of _____, 20____.

Notary Public, State at Large

Notary ID# _____

COMMONWEALTH OF KENTUCKY
COUNTY OF _____

I, _____, a Notary Public in and for the State and County
aforesaid, do hereby certify that the foregoing easement was this day produced before me and that the same was
thereupon acknowledged before me by _____ (name), _____
_____ (title), an authorized agent for the Paducah-McCracken County Joint Sewer Agency, to be a free
and voluntary act and deed, all of which is hereby certified to the proper office of record.

My Commission expires:_____.

WITNESS my hand and notarial seal on this the ____ day of _____, 20____.

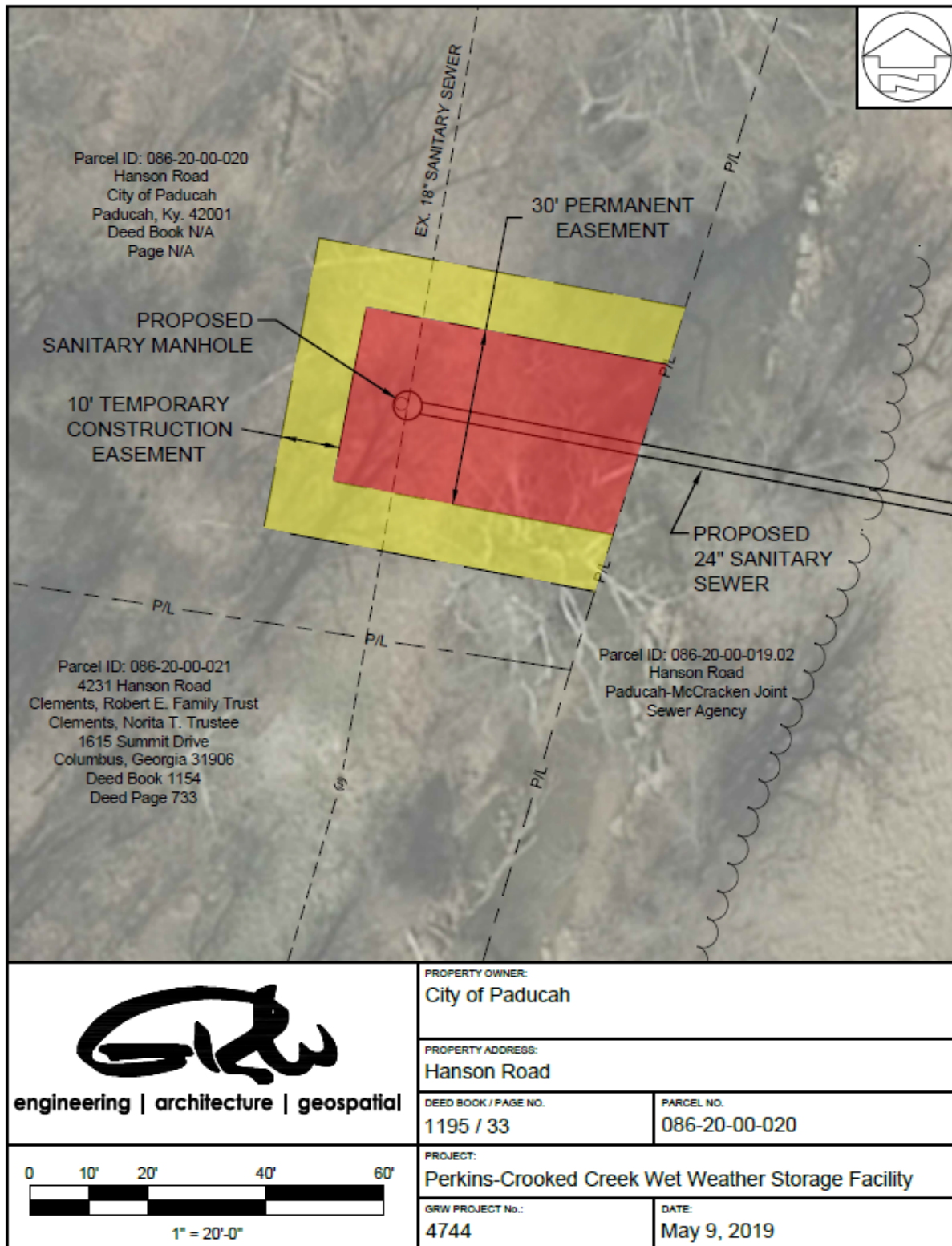
Notary Public, State at Large

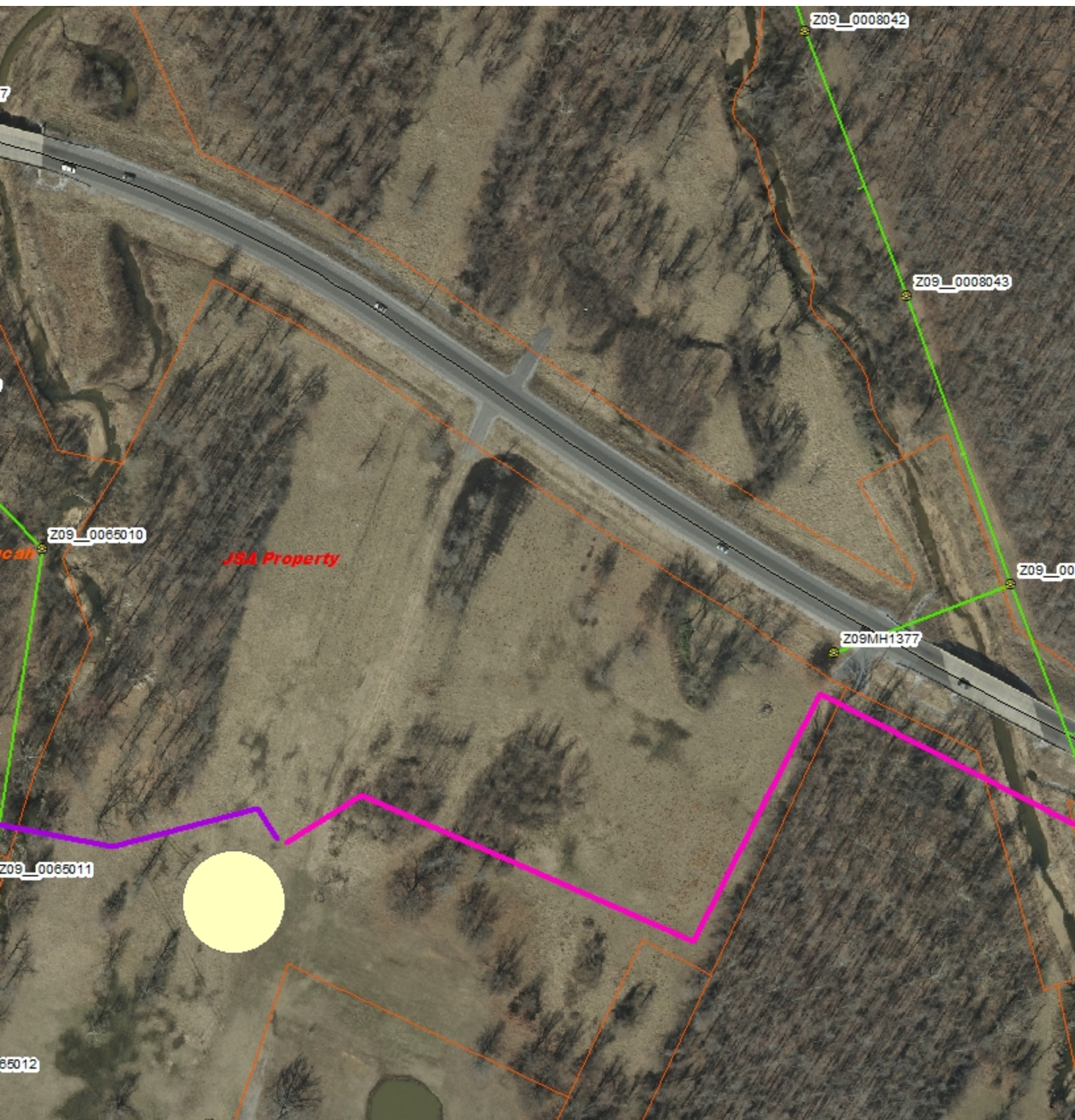
Notary ID# _____

This instrument was prepared by:

Denton Law Firm, PLLC
P. O. Box 969
Paducah, Kentucky 42002-0969

Exhibit A





Agenda Action Form

Paducah City Commission

Meeting Date: August 27, 2019

Short Title: Amend Code of Ordinances Section 2-315 to Lower the Age Qualification For Firefighters - **S KYLE**

Category: Ordinance

Staff Work By: Steve Kyle

Presentation By: Steve Kyle

Background Information: The current age qualification is twenty-one (21). Hiring pools have diminished over the years and by lowering the age qualification to nineteen (19), we hope to attract additional applicants.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:
Account Number:

Staff Recommendation: Lower the age qualification to nineteen (19).

Attachments:

1. Ordinance

ORDINANCE NO. 2019-_____

**AN ORDINANCE AMENDING CHAPTER 2
OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH**

WHEREAS, the City of Paducah's Fire Department is understaffed;

WHEREAS, as a matter of public safety, the Fire Department requires additional firefighting personnel to ensure expeditious response to emergencies within City limits;

WHEREAS, by lowering the age qualification, the City hopes to attract additional applicants and hire additional firefighters sufficient to meet the City's needs;

WHEREAS, Chapter 2 of the Paducah Code of Ordinances must be amended to lower the age qualification for firefighters in the Paducah Fire Department.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah, Kentucky, hereby amends Chapter 2 of the Paducah Code of Ordinances as follows:

Sec. 2-315. – Firefighter training and qualifications; appointee probationary period.

[...]

(b) *Qualifications for employment.* No person shall be employed as an appointee for employment as a firefighter in the Fire Department who does not possess the following qualifications and comply with the following requirements:

- (1) They must be able to read, write and understand the English language and must be a high school graduate or hold a certificate of high school equivalence issued on the basis of a successful completion of the General Educational Development Test administered and approved under the supervision of the United States Armed Forces Institute, or a recognized institute of higher learning, or the state.
- (2) They must be at least [~~twenty-one (21)~~] nineteen (19) years of age.
- (3) They must be a person of sobriety and integrity who at all times has been an orderly law-abiding citizen.
- (4) They must be able to identify the colors of red, green and yellow.
- (5) They must have standard visual acuity, without correction, not less than 20/40 in one eye, and 20/100 in the other eye; and, with correction, not less than 20/20 in one eye, and 20/40 in the other eye.
- (6) They must have a valid driver's license. The firefighter candidate recruit qualifications and selection procedure manual, a copy of which is on file with the City Clerk, shall be a part of this Code to the same effect as if set out in full herein.

SECTION 2. This Ordinance shall be read on two separate days and become effective upon summary publication pursuant to KRS Chapter 424.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____, 2019

Adopted by the Board of Commissioners, _____, 2019

Recorded by the City Clerk, _____, 2019

Published by *The Paducah Sun*, _____, 2019

ORD\2-315 Amend Firefighter Minimum Age

Ordinance prepared by Stacey Blankenship

Agenda Action Form

Paducah City Commission

Meeting Date: August 27, 2019

Short Title: Change Orders #6 & #7: City Hall Phase I Improvement Construction Project in the amount of \$5,686.00 - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend

Presentation By: Rick Murphy

Background Information:

As a part of the City Hall Rehabilitation Project, Change Order #6 & #7 are recommended for a net increase in the project of \$5,686.00, adjusting the total construction project from \$4,165,285.00 to a final project amount of \$4,170,971.00.

Change Order #6 includes one item that is recommended as follows:

1. Plants purchased, not needed and unable to return : \$(960.00)

Change Order #7 includes one item that is recommended as follows:

1. EPDM Pond Liners for atrium planters: \$6,646.00
When soil was removed from the atrium planters, it was discovered that the proposed waterproofing method could not be utilized. An alternative method of waterproofing using a waterproof membrane to line the atrium planters in order to prevent leakage was installed.

Net Total for Change Order #6 & #7: \$5,686

These change orders represent the final adjustments to the project and will result in closeout of the project.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name: City Hall Phase I Improvements

Account Number: PF0076

Staff Recommendation:

Authorize the Mayor to accept and execute Change Orders #6 & #7 and any associated documents. Authorization increases A&K Construction's contract by \$5,686.00. The approval of the change orders will increase the total current contract amount of \$4,165,285.00 to \$4,170,971.00 and will finalize the project.

Attachments:

1. Ordinance
2. COR# 6
3. COR #7
4. 2019-5-15 COR 26 Interior Plant Credit

ORDINANCE 2019-____ - _____

AN ORDINANCE APPROVING CHANGE ORDERS NO. 6 & 7 WITH A & K CONSTRUCTION FOR A PRICE INCREASE IN THE AMOUNT OF \$5,686.00 FOR THE CITY HALL PHASE I PROJECT

WHEREAS, the City Commission approved Ordinance No. 2018-1-8512 on January 23, 2018, to enter into a contract with A & K Construction in the total amount of \$4,293,781.00 for the City Hall Phase I Project; and

WHEREAS, the City Commission approved Ordinance No. 2018-7-8538 on July 10, 2018, which reduced the contract by \$206,381.00, for a total contract price of \$4,087,400.00; and

WHEREAS, the City Commission approved Ordinance No. 2018-7-8541 on July 24, 2018, which increased the contract by \$16,836 for a total contract price of \$4,104,236; and

WHEREAS, the City Commission approved Ordinance No. 2018-8-8545 on August 28, 2018, which increased the contract by \$63,854.00, for a total contract price of \$4,168,090.00; and

WHEREAS, the City Commission approved Ordinance No. 2018-8-8546 on August 28, 2018, which increased the contract by \$154,193.00 for a total contract price of \$4,322,283; and

WHEREAS, the City Commission approved Municipal Order No. 2204 on January 22, 2019 which decreased the contract by \$156,998.00, for a total contract price of \$4,165,285.00; and

WHEREAS, it is now necessary to approve Change Order No. 6 which decreases the contract cost by \$960.00 for plants that were purchased and not needed and approve Change Order No. 7 which increases the contract by \$6,646.00 for EPDM Pond Liners for the atrium planters for a net increase to the contract in the amount of \$5,686.00, and a total contract price of \$4,170,971.00.

NOW, THEREFORE, BE IT ORDAINED BY BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute Change Orders No. 6 & 7 with A & K Construction and all related documents for an overall price increase in the

amount of \$5,686.00 for the City of Paducah's City Hall Phase I Project, henceforth, increasing the total contract price to \$4,170,971.00.

SECTION 2. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners _____

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, Paducah City Clerk, _____

Published by The Paducah Sun, _____

ord\eng\chgord 6 & 7-City Hall Phase I Project increase

Agenda Action Form

Paducah City Commission

Meeting Date: August 27, 2019

Short Title: Amend Code of Ordinances Section 2-145 - **J ARNDT**

Category: Ordinance

Staff Work By: James Arndt

Presentation By: James Arndt

Background Information: The City of Paducah's Commission meetings are intended to facilitate decision making related to the business of the City.

In an effort to improve the efficiency of the Commission meetings, this ordinance is being brought to streamline the portion of the meetings set aside for speakers from the general public.

This ordinance amends Chapter 2 of the Paducah Code of Ordinances to allow the public an opportunity to be heard concerning any Resolutions, items on the Consent Agenda, or Ordinances which were included on the Agenda for that meeting and about which the Board engaged in a vote or discussion at that meeting.

Members of the general public who wish to speak on any topic not discussed by the Commission at a particular Commission meeting have other opportunities to address concerns about the City's business with the Board of Commissioners related to any topic including by email, telephone, and/or meetings with City Personnel.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:
Account Number:

Staff Recommendation: Adopt an ordinance amending Code of Ordinances Section 2-145.

Attachments:

1. Ordinance

ORDINANCE NO. 2019-_____

**AN ORDINANCE AMENDING CHAPTER 2
OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH**

WHEREAS, the City of Paducah's Commission meetings are intended to facilitate decision making related to the business of the City;

WHEREAS, the City wishes to improve the efficiency of the Commission meetings by modifying the portion of the meetings set aside for speakers from the general public;

WHEREAS, members of the general public who wish to speak on any topic not discussed by the Commission at a particular Commission meeting have other opportunities to address concerns about the City's business with the Board of Commissioners related to any topic including by email, telephone, and/or meetings with City Personnel;

WHEREAS, it is the Commission's desire to amend Chapter 2 of the Paducah Code of Ordinances to only hear public comments at the Commission meetings on topics the Commission intends to discuss at said meetings.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah, Kentucky, hereby amends Chapter 2 of the Paducah Code of Ordinances as follows:

Sec. 2-145. – Order of business; names of members present to be noted; hearing of spectators.

(a) The order of business for actions requiring a Board vote at meetings are as follows:

- (1) Resolutions.
- (2) Consent agenda.
 - a. Minutes.
 - b. Motions.
 - c. Municipal orders.
- (3) Ordinances.
- (4) Executive session.

(b) Once minutes are approved, the minutes of every meeting must be signed by the City Clerk and by the presiding officer.

(c) At the opening of all sessions of the Board of Commissioners, the City Clerk shall note in the minutes the names of all members of the Board who are present. After the Board shall have transacted all of its business by proceeding with the order of business as provided above, the Mayor ~~[shall]~~ may recognize any person in attendance at a meeting and give such person an opportunity to be heard concerning ~~[any matter requiring the attention of the Board]~~ any Resolutions, items on the Consent Agenda, or Ordinances which were included on the Agenda for that meeting and about which the Board engaged in a vote or discussion at that meeting. The Mayor may set a time limit for speakers taking into account the number of persons

wishing to speak and the length of time the Board has been meeting. As a general rule, no person shall be permitted to speak longer than [~~five (5)~~] three (3) minutes on any one (1) subject at any meeting of the Board.

SECTION 2. This Ordinance shall be read on two separate days and become effective upon summary publication pursuant to KRS Chapter 424.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____, 2019

Adopted by the Board of Commissioners, _____, 2019

Recorded by the City Clerk, _____, 2019

Published by *The Paducah Sun*, _____, 2019

Ordinance created by KKHB

Ord\2-145 Amend Public Comments

Agenda Action Form

Paducah City Commission

Meeting Date: August 27, 2019

Short Title: Closure of a portion of Mayfair Place between Sherwood Road and Marlborough Way - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend

Presentation By: Rick Murphy

Background Information:

The following adjacent property owners have submitted an executed application requesting that a portion of Mayfair Place between Sherwood Road and Marlborough Way (undeveloped) be closed:

- Mary A. McKeown
- Caroline P. Cappock

On June 24, 2019, the Planning Commission held a Public Hearing and made a positive recommendation to the City Commission for this closure. All of the utility companies have agreed to this closure with a 20 foot wide Electric Easement being required as shown on the plat.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:
Account Number:

Staff Recommendation:

To adopt an ordinance authorizing the closing of a portion of Mayfair Place between Sherwood Road and Marlborough Way and authorizing the Mayor to execute the closure plat and all necessary documents to complete the transfer of property to the adjacent property owners.

Attachments:

1. Ordinance
2. Sheet 1 - Plat of Survey_ROW closing Mayfair Place 05-22-19
3. ROW Closure Application
4. Planning Commission resolution.6.24.19 (1)

ORDINANCE NO. 2019-____-_____

AN ORDINANCE PROVIDING FOR THE CLOSING OF A PORTION OF
MAYFAIR PLACE BETWEEN 3634 SHERWOOD ROAD AND 3690 MARLBOROUGH WAY,
AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME
BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah does hereby authorize the closing of a
portion of Mayfair Place between 3634 Sherwood Road and 3690 Marlborough Way as
follows:

LEGAL DESCRIPTION
A part of Mayfair Place Right-of-Way Closure

A certain undeveloped portion of road right-of-way containing 0.1465 acres as surveyed by
Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of
Paducah, Kentucky on April 16, 2019, located on the north end of Mayfair Place and south of
Sherwood Road in McCracken County, Kentucky and being more particularly described as
follows:

Bearings described herein are based on a record bearing of North 33 Degrees 19 Minutes 00
Seconds West along the right-of-way of Sherwood Road as recorded in Plat Section "G", Page
390.

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R.
TOSH KYPLS 2900" unless stated otherwise.

Beginning at a rebar and cap (set) 25.00 feet south of the centerline of Sherwood Road, said
point being located in the centerline of Mayfair Place undeveloped right-of-way;

Thence along the south line of Sherwood Road North 48 Degrees 43 Minutes 20 Seconds East
for a distance of 45.00 feet to an existing concrete monument (found) 25.00 feet at right angles
from the centerline of Sherwood Road;

Thence along a common line to the Al and Mary A. McKeown property described in Deed Book
1368, Page 89 as Lot 4, Block 8 of Plat Section "G", Page 390 the following (3) three courses:

1. Along a curve to the left having a radius of 20.00 feet and an arc length of 31.42 feet,
being subtended by a chord of South 03 Degrees 43 Minutes 20 Seconds West for a
distance of 28.28 feet to an existing 1/2" diameter rebar with plastic cap stamped "FMT
Engrs. KYLS 2403" (found);
2. South 41 Degrees 16 Minutes 40 Seconds East for a distance of 83.18 feet to an existing
concrete monument (found);

3. Along a curve to the right having a radius of 311.48', and an arc length of 22.81', being subtended by a chord of South 39 Degrees 10 Minutes 49 Seconds East , for a distance of 22.80', to an existing 1/2" diameter rebar with plastic cap stamped "FMT Engrs. KYLS 2403" (found);

Thence crossing the right-of-way of Mayfair Place South 52 Degrees 55 Minutes 02 Seconds West for a distance of 50.00 feet to a rebar and cap (set);

Thence along a common line to the Caroline P. Cappock Revocable Trust property described in Deed Book 1176, Page 461 as Lot 2, Block 7 of Plat Section "G", Page 390 the following (3) three courses:

1. Along a curve to the left having a radius of 261.48 feet and an arc length of 19.14 feet, being subtended by a chord of North 39 Degrees 10 Minutes 49 Seconds West for a distance of 19.14 feet to a rebar and cap (set);
2. North 41 Degrees 16 Minutes 40 Seconds West for a distance of 83.18 feet to an existing concrete monument (found);
3. Along a curve to the left having a radius of 20.00 feet and an arc length of 31.42 feet, being subtended by a chord of North 86 Degrees 16 Minutes 40 Seconds West for a distance of 28.28 feet to an existing concrete monument (found) 25.00 feet at right angles from the centerline of Sherwood Road;

Thence along the south line of Sherwood Road North 48 Degrees 43 Minutes 20 Seconds East for a distance of 45.00 feet to the POINT OF BEGINNING.

Beginning at a rebar and cap (found) 20.00 feet west of the centerline of D.A.V. Drive, said centerline point being located 48.05 feet south of the centerline intersection of D.A.V. Drive and Irvin Cobb Drive;

Thence from the point of beginning South 40 Degrees 07 Minutes 52 Seconds East for a distance of 43.91 feet crossing the right of way of D.A.V. Drive to a rebar and cap (found);

Thence South 25 Degrees 30 Minutes 00 Seconds West for a distance of 97.76 feet with the east right of way of D.A.V. Drive and the Mid-South Energy Properties, LLC property described in Deed Book 1212, Page 716 to a rebar and cap (found) at the northeast corner of D.A.V. Drive and previously closed right of way of Chamblin Ave. per City Ordinance 90-4-4404;

Thence North 64 Degrees 30 Minutes 00 Seconds West for a distance of 40.00 feet crossing the right of way of D.A.V. Drive to a rebar and cap (found) at the northwest corner of D.A.V. Drive and previously closed right of way of Chamblin Ave.;

Thence North 25 Degrees 30 Minutes 00 Seconds East for a distance of 115.88 feet with the west right of way of D.A.V. Drive and the Mid-South Energy Properties, LLC property described in Deed Book 1212, Page 716 to the point of beginning,

The above described property is subject to a 20 foot wide public utility easement running from the south right of way of Irvin Cobb Drive south along the west half of D.A.V. Drive to the north right of way of the closed portion of Chamblin Ave.

Together with a subject to covenants, easements, right of ways and restrictions of record and in existence.

SECTION 2. In support of its decision to close the aforesaid public way, the Board of Commissioners hereby makes the following findings of fact:

a. Mary A. McKeown and Caroline P. Cappock own the properties abutting the public way which the Board of Commissioners has authorized to be closed as is evidenced by the application for street and/or alley closing which is attached hereto and made part hereof (Exhibit A).

b. On the 24th day of June, 2019, the Paducah Planning Commission of the City of Paducah adopted a resolution recommending to the Mayor and Board of Commissioners of the City of Paducah closure of the aforesaid public way.

c. Written notice of the proposed closing was given to all property owners in or abutting the public way or the portion thereof being closed as is evidenced by the application for street and/or alley closing which is attached hereto and made a part hereof.

d. All property owners in or abutting the public way or the portion thereof being closed have given their written notarized consent to the closing as is evidenced by the application for street and/or alley closing which is attached hereto and made a part hereof.

SECTION 3. All requirements of KRS 82.405(1) and (2) having been met, the Board of Commissioners of the City of Paducah hereby concludes that the aforesaid public way, as described above, should be closed in accordance with the provisions of KRS 82.405.

SECTION 4. The Mayor is hereby authorized, empowered, and directed to execute a quitclaim deed from the City of Paducah to each of the property owners in or abutting the public way to be closed with each to acquire title to that portion of the public way contiguous to the property now owned by said property owners up to center line of the said public way. Provided, however, that the City shall reserve such easements upon the above described real property as it deems necessary. Said deed shall provide the reservation by the City of Paducah any easements affecting the herein

described real property as described in Section 1 above. Further, the Mayor is hereby authorized, empowered, and directed to execute all documents related to the street closing as authorized in Section 1 above.

SECTION 5. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, August 27, 2019

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\ord\eng\st close\Closure Mayfair Place Between Sherwood Rd and Marlborough Way

CERTIFICATION

I, Lindsay Parish, hereby certify that I am the duly qualified and acting Clerk of the City of Paducah, Kentucky, and that the foregoing is a full, true and correct copy of Ordinance No. 2019-_____-_____-adopted by the Board of Commissioners of the City of Paducah at a meeting held on _____.

City Clerk

Exhibit A

City of Paducah, Kentucky Public Right-of-Way Closure Application



CITY OF PADUCAH, KENTUCKY PUBLIC RIGHT-OF-WAY CLOSURE APPLICATION

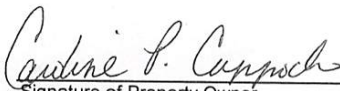
Date: 29-Apr-19

Application is hereby made to the Mayor and Board of Commissioners for the closing of:

Public Right-of-Way: Northern portion of Mayfair Place located between Sherwood Rd & Marlborough Way

Included herewith is a filing fee of Five Hundred Dollars (\$500) together with twenty (20) copies of a Plat showing the Public Right-of-Way to be closed. This Application indicating consent of the Public Right-of-Way closure, has been signed and notarized by all real property owners whose land adjoins the portion of Public Right-of-Way proposed to be closed. If the application is not signed by all adjoining real property owners, the "Public Right-of-Way Closure Guarantee" must be attached.

Respectfully submitted by all adjoining property owners:



Signature of Property Owner
Caroline P. Cappock, Trustee of
Caroline P. Cappock Revocable Trust.
Property Owner's Name Printed

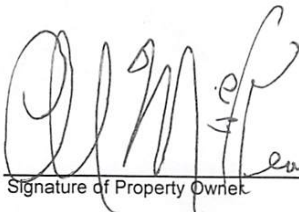
3690 Marlborough Way, Paducah KY 42001
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 30 day of April, 2019
by Caroline P. Cappock, Trustee of
Caroline P. Cappock Revocable Trust.
My Commission expires 10/03/2019

Notary Public, State at Large





Signature of Property Owner

Al McKeown
Property Owner's Name Printed

51 Martin Circle, Paducah KY 42001
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 2 day of May, 2019
by Al McKeown

My Commission expires 12/11/2019

Notary Public, State at Large



RECEIVED

MAY 21 2019

Planning Department

RECEIVED

MAY 22 2019
ENGINEERING
DEPARTMENT

UPC2019-165

Mary McKeown
Signature of Property Owner

Mary McKeown
Property Owner's Name Printed

51 Martin Circle, Paducah KY 42001
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 2 day of May
by Mary McKeown

My Commission expires 12/17/22

[Signature]
Notary Public, State at Large



SEAL

Signature of Property Owner

Property Owner's Name Printed

Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this ____ day of _____, 20____,
by _____.

My Commission expires _____.

Notary Public, State at Large

SEAL

Signature of Property Owner

Property Owner's Name Printed

Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this ____ day of _____, 20____,
by _____.

My Commission expires _____.

Notary Public, State at Large

SEAL

CERTIFICATE OF OWNERSHIP:

I (WE), DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN HEREON AND DO HEREBY APPROVE THIS PLAN OF SUBDIVISION WITH OUR FREE WILL AND CONSENT.

Caroline Caprock 4/30/19
OWNER DATE
Mary McKeown 5-2-19
OWNER DATE

**CERTIFICATION OF ACKNOWLEDGMENT
STATE OF KENTUCKY, COUNTY OF McCRACKEN:**

I, *Ricky A. Toshi*, A NOTARY PUBLIC IN THE STATE & COUNTY AFORESAID DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF SURVEY WAS THIS DAY PRESENTED TO ME BY *CAROLINE CAPROCK*, KNOWN TO ME, TOGETHER WITH THE CERTIFICATE OF OWNERSHIP AND DEDICATION SHOWN HEREON, WHICH WAS, EXECUTED IN MY PRESENCE AND ACKNOWLEDGED TO BE THEIR FREE ACT AND DEED.

WITNESS MY HAND AND SEAL THIS *30* DAY OF *APRIL*, 2019
MY COMMISSION EXPIRES ON THE *23* DAY OF *NOV*, 2019

Ricky A. Toshi 45019
NOTARY PUBLIC

**CERTIFICATION OF ACKNOWLEDGMENT
STATE OF KENTUCKY, COUNTY OF McCRACKEN:**

I, *John H. Phillips*, A NOTARY PUBLIC IN THE STATE & COUNTY AFORESAID DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF SURVEY WAS THIS DAY PRESENTED TO ME BY *AL AND MARY McKEOWN*, KNOWN TO ME, TOGETHER WITH THE CERTIFICATE OF OWNERSHIP AND DEDICATION SHOWN HEREON, WHICH WAS, EXECUTED IN MY PRESENCE AND ACKNOWLEDGED TO BE THEIR FREE ACT AND DEED.

WITNESS MY HAND AND SEAL THIS *2* DAY OF *MAY*, 2019
MY COMMISSION EXPIRES ON THE *DECEMBER*, 2022

John H. Phillips 08905
NOTARY PUBLIC

CERTIFICATE OF APPROVAL:

UNDER THE AUTHORITY PROVIDED BY CHAPTER 100, KENTUCKY REVISED STATUTES, ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, THIS PLAT HAS BEEN GIVEN APPROVAL AND ACCEPTED AS FOLLOWS:

APPROVED BY PADUCAH, PLANNING AND ZONING COMMISSION MEETING HELD ON THE _____ DAY OF _____, 20____.

CHAIRMAN OF THE PLANNING AND ZONING COMMISSION

PUBLIC UTILITY OWNERS:

WE THE UTILITY OWNERS INDICATED BELOW FREELY GIVE OUR CONSENT TO THE CLOSING OF THE 50 FOOT WIDE PUBLIC ROAD RIGHT OF WAY LOCATED BETWEEN ALAMEDA DRIVE & SHERWOOD ROAD AND THE DEDICATION OF THE 25 FOOT PUBLIC UTILITY AND STORM WATER DRAINAGE EASEMENT AS SHOWN HEREON.

Eddie Stucher 4/25/2019
ATMOS ENERGY DATE

Alan Shilling 4/26/2019
BELLSOUTH TELECOMMUNICATIONS, INC., D/B/A AT&T KENTUCKY DATE

CITY OF PADUCAH STORM SEWER DATE

Al Stacey 4-25-19
COMCAST CABLE OF PADUCAH, INC. DATE

Timothy 4/25/19
PADUCAH POWER SYSTEM DATE

John 4/25/19
PADUCAH WATER DATE

John 4/25/19
PADUCAH McCRACKEN JOINT SEWER AGENCY (JSA) DATE

MAYOR'S CERTIFICATE OF CITY APPROVAL:

IN ACCORDANCE WITH KENTUCKY REVISED STATUTES CHAPTER 82 AND BY ORDINANCE # _____

I HEREBY CERTIFY THAT THE PUBLIC WAY AS SHOWN ON THIS PLAT HAS BEEN OFFICIALLY CLOSED.

MAYOR, CITY OF PADUCAH DATE

**CERTIFICATE OF RECORDING:
"STATE OF KENTUCKY, COUNTY OF McCRACKEN"**

I, JULIE GRIGGS, CLERK FOR THE COUNTY AND STATE AFORESAID DO HEREBY CERTIFY THAT THIS PLAT WAS THIS DAY LODGED IN MY OFFICE FOR RECORD AND THAT I HAVE RECORDED SAME WITH THIS AND THE FOREGOING CERTIFICATE OF MY OFFICE.

GIVEN UNDER MY HAND AND SEAL THIS THE _____ DAY OF _____, 20____.

_____ BY _____, D.C.

RECORDED IN PLAT SECTION _____, PAGE _____.

**HEATHER HILLS SUBDIVISION
SECTION 3; BLOCK 11
PLAT SECTION 'G', PAGE 390**

ZONING INFORMATION:

THE PROPERTY SHOWN HEREON IS CURRENTLY ZONED "R-1" PER CITY OF PADUCAH PLANNING DEPARTMENT. ZONE "R-1" = LOW DENSITY RESIDENTIAL ZONE.

MINIMUM YARD REQUIREMENTS:

FRONT YARD = 40 FEET
SIDE YARD = 05 FEET
REAR YARD = 25 FEET

ACCESSORY BUILDINGS:

NO ACCESSORY BUILDING SHALL BE ERRECTED WITHIN EIGHT FEET OF ANY SIDE LOT LINE, AND NO SEPARATE ACCESSORY BUILDING SHALL BE ERRECTED WITHIN FIVE FEET OF ANY OTHER BUILDING OR STRUCTURE. REAR SETBACKS DO NOT APPLY TO ACCESSORY BUILDINGS. HOWEVER, NO ACCESSORY BUILDING OR STRUCTURE SHALL BE ALLOWED IN A FRONT YARD.

MINIMUM AREA REQUIREMENTS:

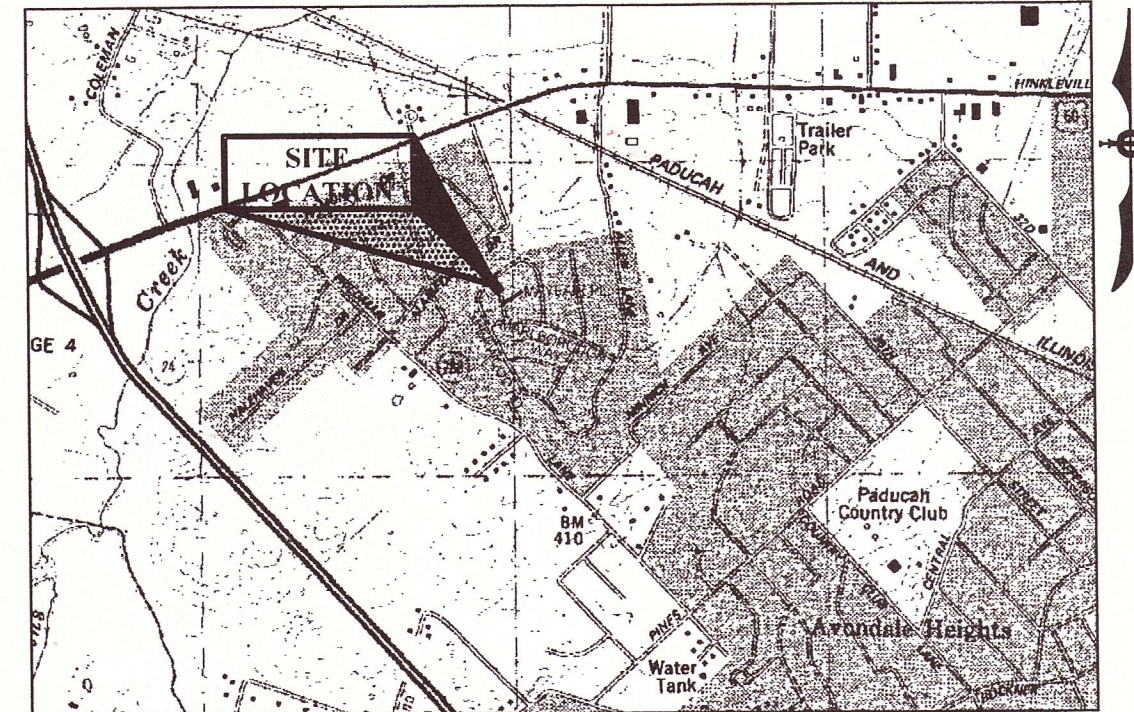
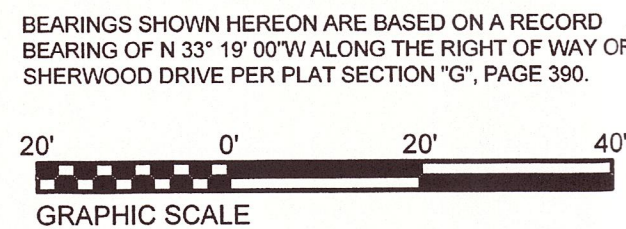
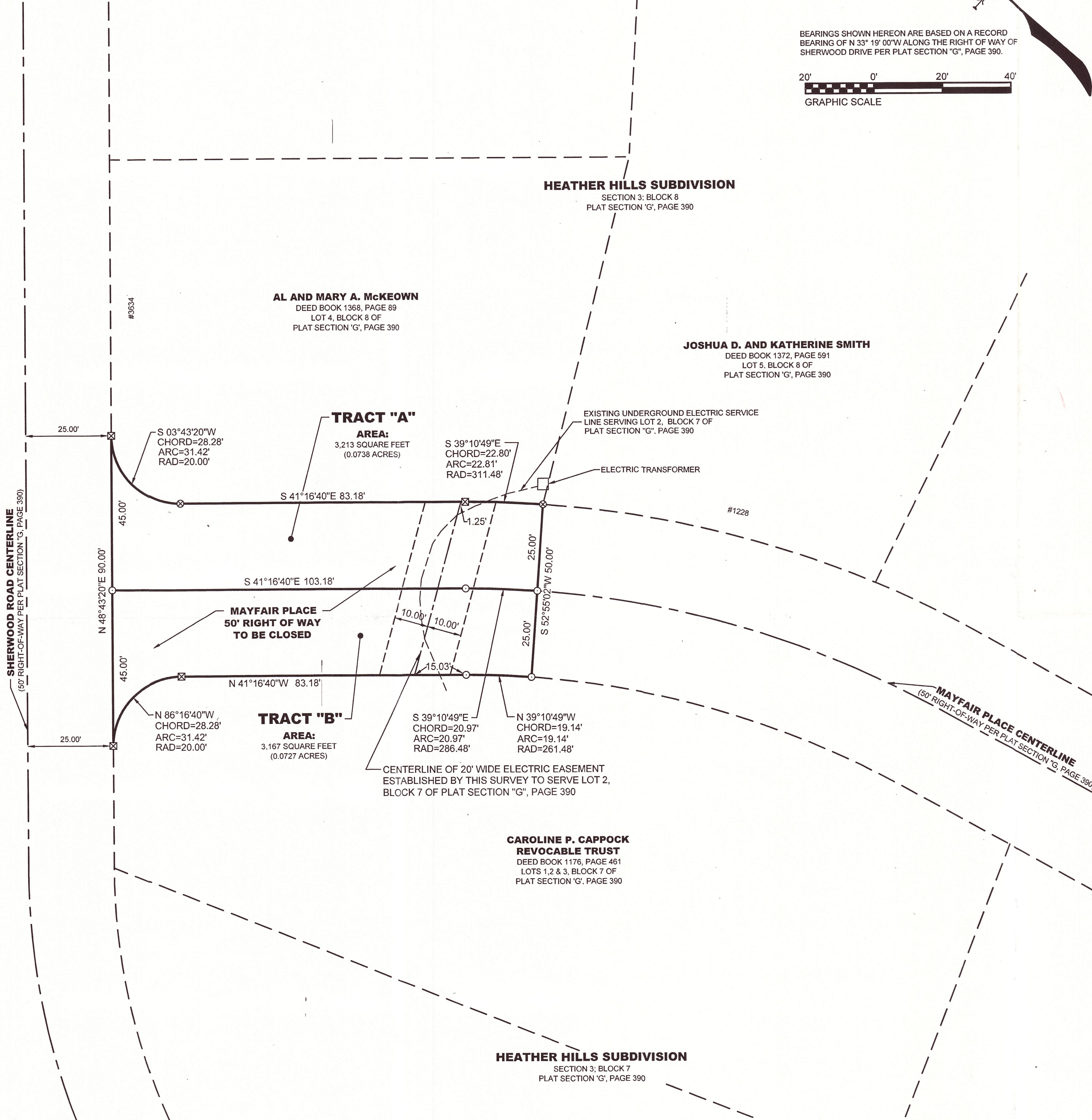
MINIMUM LOT AREA: 12,000 SQ. FEET

MINIMUM LOT WIDTHS:

75 FEET

MAXIMUM BUILDING HEIGHT:

35 FEET



VICINITY MAP
SCALE: 1" = 2,000'

LEGEND

- EXISTING 1/2" DIAMETER REBAR WITH PLASTIC CAP STAMPED "FMT ENGRS. KY LS 2403" (FOUND)
- EXISTING CONCRETE MONUMENT
- PROPERTY LINE
- ROAD CENTERLINE
- ADJOINING PROPERTY LINE

FLOOD INFORMATION:

THE PROPERTY SHOWN HEREON IS LOCATED IN ZONE "X" AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP No. 21145C0133F, DATED 11/2/11.

ZONE "X" = AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

TITLE OPINION:

THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE OPINION. A DILIGENT EFFORT WAS MADE AT THE TIME OF THIS SURVEY TO OBTAIN AND SHOW RIGHT-OF-WAYS, EASEMENTS, COVENANTS, AND RESTRICTIONS PERTAINING TO THIS PROPERTY. HOWEVER THIS SURVEY IS SUBJECT TO THE FINDINGS THAT WOULD BE REVEALED IN AN ACCURATE TITLE OPINION.

BOUNDARY SURVEY:

THIS PLAT OF SURVEY REPRESENTS A BOUNDARY SURVEY AND COMPLIES WITH 201 KAR 18.150.

CLIENT:

MIKE AND CAROLINE CAPPOCK
3690 MARLBOROUGH WAY
PADUCAH, KY 42001

ADJOINING LANDOWNERS:

MIKE AND CAROLINE CAPPOCK
3690 MARLBOROUGH WAY
PADUCAH, KY 42001
AL AND MARY McKEOWN
51 MARTIN CIRCLE
PADUCAH, KY 42001

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REV. No.	DATE	TYPE	BY	APPROVED DATE

DRAWN BY : T. MEADOWS DATE : 4/11/19	FIELD SURVEY : 4/16/19 DATE : 4/16/19	SCALE : 1" = 20'
REVIEWED BY : R. TOSH DATE : 4/11/19	FIELD BOOK No. : 184, PAGE 8	COORD FILE : 2019031
APPROVED BY : DATE :	REF. JOB No. :	SCREEN FILE : 2019031 ROAD CLOSURE

DUMMER SURVEYING & ENGINEERING SERVICES, INC.
434 South 6th Street Paducah, Kentucky 42003
KY. 270-444-0220 IL. 618-524-4209 FAX 270-444-9493 www.dsandc.com

**PLAT OF SURVEY OF A PORTION OF MAYFAIR PLACE
RIGHT OF WAY CLOSING
IN SECTION 3, HEATHER HILLS SUBDIVISION**

NORTH END OF MAYFAIR PLACE, SOUTH OF SHERWOOD ROAD
PADUCAH, McCRACKEN COUNTY, KENTUCKY

UAC 2019-165
RECEIVED MAY 22 2019
ENGINEERING DEPARTMENT
SHEET No. 1
DS&E JOB No: 2019031

CERTIFICATE OF ACCURACY:

I DO HEREBY CERTIFY TO MICHAEL C. AND CAROLINE P. CAPPOCK AND THE CITY OF PADUCAH THAT THE SURVEY SHOWN AND DESCRIBED HEREON WAS PERFORMED UNDER MY SUPERVISION BY THE METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. THE UNADJUSTED PRECISION OF RATIO OF THE TRAVERSE WAS 1:56,084. THE BEARINGS AND DISTANCES SHOWN HEREON HAVE BEEN ADJUSTED. THIS SURVEY IS AN URBAN CLASS SURVEY AND MEETS THE ACCURACY, PRECISION AND SPECIFICATIONS OF THIS CLASS PER THE STANDARDS OF PRACTICE FOR PROFESSIONAL LAND SURVEYORS IN KENTUCKY (201 KAR 18.150). THIS SURVEY MEETS THE REQUIREMENTS OF THE CITY OF PADUCAH PLANNING AND ZONING COMMISSION, AND ALL MONUMENTS HAVE BEEN FOUND OR SET AS SHOWN HEREON.

RICKY A. TOSH PLS No. 2900 DATE

THE PROPERTY IS SUBJECT TO ALL RIGHT-OF-WAYS, EASEMENTS, COVENANTS, AND RESTRICTION OF RECORD AND IN EXISTENCE.

THIS DRAWING IS NOT VALID UNLESS ORIGINAL SIGNATURE AND SEAL ARE ATTACHED. ANY REPRODUCTION OR VARIANCE TO THIS SURVEY BY ELECTRONIC OR ANY OTHER MEANS ARE NOT TO BE CONSIDERED ISSUED BY THE LICENSED LAND SURVEYOR.



CITY OF PADUCAH, KENTUCKY
PUBLIC RIGHT-OF-WAY CLOSURE APPLICATION

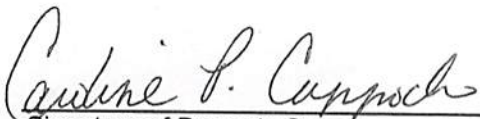
Date: 29-Apr-19

Application is hereby made to the Mayor and Board of Commissioners for the closing of:

Public Right-of-Way: Northern portion of Mayfair Place located between Sherwood Rd & Marlborough Way

Included herewith is a filing fee of Five Hundred Dollars (\$500) together with twenty (20) copies of a Plat showing the Public Right-of-Way to be closed. This Application indicating consent of the Public Right-of-Way closure, has been signed and notarized by all real property owners whose land adjoins the portion of Public Right-of-Way proposed to be closed. If the application is not signed by all adjoining real property owners, the "Public Right-of-Way Closure Guarantee" must be attached.

Respectfully submitted by all adjoining property owners:



Signature of Property Owner
Caroline P. Cappock, Trustee of
Caroline P. Cappock Revocable Trust.
Property Owner's Name Printed

3690 Marlborough Way, Paducah KY 42001
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 30 day of APRIL, 2019,
by Caroline P. Cappock, Trustee of
Caroline P. Cappock Revocable Trust.
My Commission expires NOV 23 2019


Notary Public, State of Large



Signature of Property Owner

Al McKeown
Property Owner's Name Printed

51 Martin Circle, Paducah KY 42001
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 2 day of MAY, 2019,
by Al McKeown

My Commission expires 12/11/2021


Notary Public, State of Large

RECEIVED

MAY 21 2019

Planning Department

RECEIVED
MAY 22 2019

**ENGINEERING
DEPARTMENT**

UAC2019-165

Mary McKeown
Signature of Property Owner

Mary McKeown
Property Owner's Name Printed

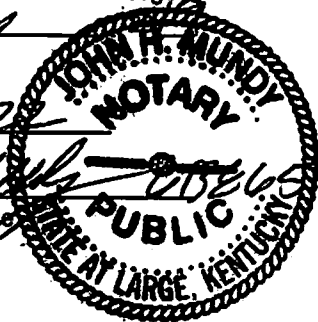
51 Martin Circle, Paducah KY 42001
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 2 day of May
by Mary McKeown

My Commission expires 12/17/12

[Signature]
Notary Public, State at Large



SEAL

Signature of Property Owner

Property Owner's Name Printed

Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this ____ day of _____, 20____,
by _____.

My Commission expires _____.

Notary Public, State at Large

SEAL

Signature of Property Owner

Property Owner's Name Printed

Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this ____ day of _____, 20____,
by _____.

My Commission expires _____.

Notary Public, State at Large

SEAL

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED CLOSING OF A PORTION OF MAYFAIR PLACE BETWEEN 3634 SHERWOOD ROAD AND 3690 MARLBOROUGH WAY.

WHEREAS, a public hearing was held on June 24, 2019 by the Paducah Planning Commission after advertisement pursuant to law, and

WHEREAS, this Commission has duly considered said proposal and has heard and considered the objections and suggestions of all interested parties who appeared at said hearing, and

WHEREAS, this Commission adopted a proposal to close a portion of Mayfair Place between 3634 Sherwood Road and 3690 Marlborough Way.

NOW THEREFORE, BE IT RESOLVED BY THE PADUCAH PLANNING COMMISSION:

SECTION 1. That this Commission recommend to the Mayor and Board of Commissioners of the City of Paducah to close a portion of Mayfair Place between 3634 Sherwood Road and 3690 Marlborough Way as follows:

LEGAL DESCRIPTION

A part of Mayfair Place Right-of-Way Closure

A certain undeveloped portion of road right-of-way containing 0.1465 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on April 16, 2019, located on the north end of Mayfair Place and south of Sherwood Road in McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on a record bearing of North 33 Degrees 19 Minutes 00 Seconds West along the right-of-way of Sherwood Road as recorded in Plat Section "G", Page 390.

All rebars and caps (set) are 1/2" diameter by 18" long rebar with a plastic cap stamped "R. TOSH KYPLS 2900" unless stated otherwise.

Beginning at a rebar and cap (set) 25.00 feet south of the centerline of Sherwood Road, said point being located in the centerline of Mayfair Place undeveloped right-of-way;

Thence along the south line of Sherwood Road North 48 Degrees 43 Minutes 20 Seconds East for a distance of 45.00 feet to an existing concrete monument (found) 25.00 feet at right angles from the centerline of Sherwood Road;

Thence along a common line to the Al and Mary A. McKeown property described in Deed Book 1368, Page 89 as Lot 4, Block 8 of Plat Section "G", Page 390 the following (3) three courses:

1. Along a curve to the left having a radius of 20.00 feet and an arc length of 31.42 feet, being subtended by a chord of South 03 Degrees 43 Minutes 20 Seconds West for a distance of 28.28 feet to an existing 1/2" diameter rebar with plastic cap stamped "FMT Engrs. KYLS 2403" (found);
2. South 41 Degrees 16 Minutes 40 Seconds East for a distance of 83.18 feet to an existing concrete monument (found);
3. Along a curve to the right having a radius of 311.48', and an arc length of 22.81', being subtended by a chord of South 39 Degrees 10 Minutes 49 Seconds East, for a distance of 22.80', to an existing 1/2" diameter rebar with plastic cap stamped "FMT Engrs. KYLS 2403" (found);

Thence crossing the right-of-way of Mayfair Place South 52 Degrees 55 Minutes 02 Seconds West for a distance of 50.00 feet to a rebar and cap (set);

Thence along a common line to the Caroline P. Cappock Revocable Trust property described in Deed Book 1176, Page 461 as Lot 2, Block 7 of Plat Section "G", Page 390 the following (3) three courses:

1. Along a curve to the left having a radius of 261.48 feet and an arc length of 19.14 feet, being subtended by a chord of North 39 Degrees 10 Minutes 49 Seconds West for a distance of 19.14 feet to a rebar and cap (set);

2. North 41 Degrees 16 Minutes 40 Seconds West for a distance of 83.18 feet to an existing concrete monument (found);
3. Along a curve to the left having a radius of 20.00 feet and an arc length of 31.42 feet, being subtended by a chord of North 86 Degrees 16 Minutes 40 Seconds West for a distance of 28.28 feet to an existing concrete monument (found) 25.00 feet at right angles from the centerline of Sherwood Road;

Thence along the south line of Sherwood Road North 48 Degrees 43 Minutes 20 Seconds East for a distance of 45.00 feet to the POINT OF BEGINNING.

SECTION 2. That this Resolution shall be treated as, and is, the final report of the Paducah Planning Commission respecting the matters appearing herein.

SECTION 3. That if any section, paragraph or provision of this Resolution shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision shall not affect any other section, paragraph or provision hereof, it being the purpose and intent of this Resolution to make each and every section, paragraph and provision hereof separable from all other sections, paragraphs and provisions.

SECTION 4. Any agreements between the parties that are affected by the closure of this Right-of-Way shall be forwarded to the City Commission with this Resolution.


Cathy Crecelius, Chairwoman

Adopted by the Paducah Planning Commission on June 24, 2019