



**CITY COMMISSION MEETING
AGENDA FOR JULY 13, 2021
5:00 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

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

EMPLOYEE INTRODUCTION Introduction of Greg Guebert, Assistant City Engineer

MAYOR'S REMARKS

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 June 22, 24 & 25, 2021
	B.	Receive & File Documents
	C.	Tree Advisory Board - Reappointment of Chris Dye and Jonathan Perkins
	D.	Personnel Actions
	E.	Approve Contract with Dallmann Systems, Inc. to provide a Security Camera Network and Video Management System to be used by Barkley Regional Airport for \$70,114.71 (Grant Funded) - T WILSON
	F.	Authorize Application for a FY 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of \$12,325.00 - B LAIRD
	G.	Fleet Maintenance Service Agreement between City of Paducah Fleet Department and Paducah McCracken County Joint Sewer Agency - C YARBER

		H.	Fleet Maintenance Service Agreement between City of Paducah Fleet Department and Kevil City Fire Department - C YARBER
		I.	Fleet Maintenance Service Agreement between City of Paducah Fleet Department and Kevil Rural Fire Department - C YARBER
		J.	Authorize Contract with Aramark for Uniform Services for use by the Public Works Department, Engineering Department, and Parks Department - C YARBER
		K.	Declaration of Trust and Trust Partnership Agreement for the Kentucky League of Cities Workers' Compensation Trust - S SUAZO
		L.	Trust Participation Agreement - Kentucky League of Cities Insurance Services - General Insurance Trust - S SUAZO
	II.	<u>MUNICIPAL ORDER(S)</u>	
		A.	Declaration and Transfer of Surplus Property to Habitat for Humanity (2011 Guthrie Avenue) - N HUTCHISON
		B.	Declaration and Transfer of Surplus Property to Midtown Alliance of Neighbors (513 North 14th Street) - N HUTCHISON
		C.	Approve the allocation of American Rescue Plan Act Funds in the amount of \$4 million toward specific Stormwater Infrastructure Projects - J ARNDT
		D.	Acquisition of Permanent Public Utility and Drainage Easements from Gill Family Properties, LLC located at 701 & 702 Oakcrest Drive for the Buckner Lane Bridge Replacement Project - R MURPHY
		E.	Approval of Purchase of Property at 2416, 2420 & 2540 Barnett Street and 2364 South 24th Street from Hawker Holdings, LLC for \$34,500 - R MURPHY
		F.	Accept proposed premiums from the Kentucky League of Cities for Workers' Compensation, Liability Insurance and Property Insurance Coverage in a total amount of \$1,188,408.13 - S SUAZO
		G.	Authorization for Mayor to execute an Employment Agreement with Daron Jordan for the City Manager position - S SUAZO
		H.	Approve Professional Consulting Services Agreement with Arndt Municipal Support in an amount of \$7,844.00 plus actual expenses - MAYOR BRAY

	III.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Amend Section 78-31 of the Paducah Code of Ordinances to Designate Juneteenth National Independence Day as a Holiday for City Employees - M SMOLEN
		B.	Change Order for Pump Station #2 Construction Contract with Pace Contracting, LLC in the amount of \$121,733.29. - R MURPHY
		C.	Approval of Contract for Floodwall Seal Closures Project with Jim Smith Contracting, LLC in the amount of \$577,763.16 - R MURPHY
		D.	Approval of Contract for Floodwall Flapgate Replacement Project with Jim Smith Contracting, LLC in the amount of \$ 2,152,000.00- R MURPHY
	IV.	<u>DISCUSSION</u>	
		A.	Paving Update: Historical & Upcoming - 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>	

June 22, 2021

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, June 22, 2021, at 5:00 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Bray presided. Upon call of the roll by the City Clerk, the following answered to their names: Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5).

INVOCATION:

Commissioner Wilson led the invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

MAYOR'S REMARKS

- There will be a joint meeting with the County Fiscal Court to discuss the Sports Park and 911. This meeting will be held on Thursday, June 24, at 5:00 p.m. at the Convention Center.
- The City Manager search is ongoing.

CONSENT AGENDA

Mayor Bray asked if the Board wanted any items on the Consent Agenda removed for separate consideration. Mayor Bray asked that Items I(F) and I(G) be removed for separate discussion. Mayor Bray asked the City Clerk to read the remaining items on the Consent Agenda.

I(A)	Approve Minutes for June 8, 2021, Paducah Board of Commissioners Meetings
I(B)	Receive and File Documents: <u>Deed File:</u> 1. Deed of Conveyance – City of Paducah to Maria Angelique Korte – 2028 Clay Street – MO #2427 <u>Contract File:</u> 1. Legal Binding Agreement and Commonwealth of Kentucky Contract – Community Block Grant Program – Paducah Center Point and Four Rivers Behavioral Health, LLC. – MO #2377 2. Emergency Solutions Grant (ESG-CV) for Emergency Shelter in the amount of \$31,500 through the Kentucky Housing Corporation – MO #2452 3. Addendum to Agreement For Employment – City Manager James Arndt – MO #2463 4. Entertainment Destination Center Agreements: ORD 2021-04-8685 • Tribeca Inc. (d/b/a 1857 Hotel) • Barrel and Bond, LLC • Broussard's Cajun Cuisine • The Bully Gorilla • Cynthia's • Foxbriar Bar

June 22, 2021

	• The Freight House • The Johnson Bar • Max's Brick Oven Café • The Old-Fashioned Cigar Bar • Over/Under • Paducah Axe • Paducah Beer Werks
I(C)	Reappointment of Vickie Brantley and Appointment of Mary "Mag" Wells-Vallejo to replace Linnea Baumgardner, whose term has expired, to the Paducah-McCracken County Senior Citizens, Inc. Said terms shall expire June 30, 2024.
I(D)	Reappointment of William Cox, Mark Davis and Bryan Carner to the Paducah Area Transit System . Said terms shall expire June 30, 2025.
I(E)	Personnel Actions
I(F)	A MUNICIPAL ORDER ADOPTING THE FY2021-2022 POSITION AND PAY SCHEDULE FOR THE FULL TIME EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY (Removed for separate discussion)
I(G)	A MUNICIPAL ORDER ADOPTING THE FY2021-2022 JOB GRADE SCHEDULE FOR THE EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY (Removed for separate discussion)
I(H)	A MUNICIPAL ORDER ACCEPTING A 2020 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 #2467; BK 12)
I(I)	A MUNICIPAL ORDER AUTHORIZING AN APPLICATION FOR A 2021 COMMUNITY DEVELOPMENT BLOCK GRANT IN THE AMOUNT OF \$200,000 THROUGH THE DEPARTMENT FOR LOCAL GOVERNMENT FOR THE FOUR RIVERS RECOVERY CENTER FOR PERSONNEL EXPENSES (MO #2468; BK 12)

Commissioner Gault offered motion, seconded by Commissioner Guess, that the items on the consent agenda be adopted as presented.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5).

June 22, 2021

MUNICIPAL ORDERS

APPROVE PAY AND POSITION SCHEDULE FY 2021-2022

Commissioner Guess offered motion, seconded by Commissioner Gault, that the Board of Commissioners adopt a Municipal Order entitled, "A MUNICIPAL ORDER ADOPTING THE FY2021-2022 POSITION AND PAY SCHEDULE FOR THE FULL-TIME EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY"

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). (MO #2465; BK 12)

APPROVE JOB GRADE SCHEDULE FOR NON-UNION CITY EMPLOYEES FY 2021-2022

Commissioner Henderson offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Municipal Order entitled, "A MUNICIPAL ORDER ADOPTING THE FY2021-2022 JOB GRADE SCHEDULE FOR THE EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY"

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). (MO #2466; BK 12)

RESOLUTION

DECLARING INTENT OF REIMBURSEMENT FOR CAPITAL EXPENDITURES FROM THE PROCEEDS OF TAX-EXEMPT OBLIGATIONS

Commissioner Wilson offered motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt a Resolution entitled, "A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KENTUCKY DECLARING THE CITY'S INTENT TO REIMBURSE ITSELF FOR THE COST OF CAPITAL EXPENDITURES FROM THE PROCEEDS OF TAX-EXEMPT OBLIGATIONS."

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). (MO BK 12)

MUNICIPAL ORDERS

PAYMENT TO CLEAN EARTH, INC. IN THE AMOUNT OF \$46,795.70 FOR THE 2021 CLEAN-UP DAY

Commissioner Gault offered motion, seconded by Commissioner Guess, that the Board of Commissioners adopt a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO PAY CLEAN EARTH, INC., IN AN AMOUNT OF \$46,795.70 FOR THE DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE AND ELECTRONIC WASTE COLLECTED DURING THE CITY/COUNTY 2021 CLEAN-UP DAY."

June 22, 2021

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **(MO #2469; BK 12)**

AUTHORIZE CITY MANAGER TO ENACT TEMPORARY DOWNTOWN STREET CLOSURES

Commissioner Guess offered Motion, seconded by Commissioner Gault, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER OF THE CITY OF PADUCAH, KENTUCKY, AUTHORIZING THE CITY MANAGER TO ENACT CERTAIN TEMPORARY STREET CLOSURES AND PARKING SPACE VACATIONS IN THE DOWNTOWN AREA FOR THE PURPOSES OF ASSISTING LOCAL BUSINESSES TO EXPAND THEIR OUTSIDE DINING AREA FOOTPRINT.”

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **(MO #2470; BK 12)**

ORDINANCE ADOPTION

SECOND AMENDMENT – LEASE AGREEMENT – CREMATION SOCIETY OF PADUCAH, LLC

Commissioner Henderson offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO LEASE AGREEMENT WITH CREMATION SOCIETY OF PADUCAH, LLC.” This Ordinance is summarized as follows: This ordinance approves the Second Amendment to Lease Agreement between the City of Paducah, Kentucky and Cremation Society of Paducah, LLC to allow the Cremation Society of Paducah, LLC to operate as a crematory, visitation and ceremonial funeral service establishment, and cremation garden.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **(ORD 2021-06-8690; BK 36)**

FY21 BUDGET AMENDMENT IN THE AMOUNT OF \$2.9 MILLION – MATCH FUNDS - US ARMY CORPS OF ENGINEERS FLOODWALL PROJECT

Commissioner Wilson offered motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AMENDING ORDINANCE NO. 2020-6-8641, ENTITLED, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2020, THROUGH JUNE 30, 2021, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT.” This Ordinance is summarized as follows: That the annual budget for the fiscal year beginning July 1, 2020, and ending June 30, 2021, as adopted by Ordinance No. 2020-6-8641, be amended by the following re-appropriations: Transfer \$2,900,000 from the FY2021 General Fund Reserve to the Floodwall Cash Match (FW0016) Project Account.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **(ORD 2021-06-8691; BK 36)**

June 22, 2021

APPROVE FY 2022 BUDGET

Commissioner Henderson offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2021, THROUGH JUNE 30, 2022, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT.” This Ordinance is summarized as follows: Adopting the City of Paducah annual budget for Fiscal Year July 1, 2021, through June 30, 2022, by estimating revenues and resources and appropriating funds for the operation of City Government at \$72,124,075, and summarized by fund as follows:

<u>FUNDS</u>	<u>APPROPRIATIONS</u>
GENERAL	\$ 40,383,175
MAP	1,402,000
INVESTMENT	5,274,565
CDBG	600,000
E911	2,459,800
COURT AWARDS	90,800
ROOM TAX	1,000,000
DEBT	3,640,640
CIP	1,435,000
BOND FUND	0
SOLID WASTE	6,463,355
SECTION 8	0
TRANSIENT BOAT DOCK	104,715
CIVIC CENTER	28,050
RENTAL	132,210
RADIO DEPR	512,200
FLEET MAINTENANCE	619,370
FLEET LEASE TRUST	1,865,895
INSURANCE	1,401,875
HEALTH INSURANCE	3,609,600
AEPF	13,700
PFPF	1,011,805
OTHER TRUSTS	<u>75,320</u>
	<u>\$ 72,124,075</u>

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). (ORD 2021-06-8692; BK 36)

June 22, 2021

DISCUSSION

Communications Manager Pam Spencer provided the following summary:

Remote Workers Incentive Program

One of the Paducah Board of Commissioners' priority action items is the development of a remote workers incentive program. Business Development Specialist Kathryn Byers provided an overview of a proposed program with a goal of attracting to Paducah approximately 40 full-time remote workers from 100 miles or more outside Paducah by offering the following incentives:

- *Relocation expenses*
- *Internet access*
- *Community connections through tickets to cultural amenities, memberships to professional networks, a membership at Sprocket, and classes at local higher education institutes*
- *City of Paducah payroll tax waiver for a 12-month period*

The City has allocated \$100,000 for the incentives and marketing with the goal to reach workers in the following cities: Atlanta, Georgia; Austin, Texas; Charlotte, North Carolina; Chicago, Illinois; Houston, Texas; and Louisville, Kentucky. The plan is to present a final draft of the proposed incentives in July and implement the program in August.

Plan to Repurpose Robert Cherry Civic Center

The Paducah Board of Commissioners discussed the future of the Robert Cherry Civic Center located at 2701 Park Avenue. Due to the COVID-19 pandemic, the City closed the facility more than a year ago. Since that time, Mayor Bray says the City has been looking at repurposing the Civic Center since the facility operates at an annual loss of more than \$35,000. On a related note, the Parks and Recreation Department and the Senior Center are in a building on H.C. Mathis Drive that is expensive to maintain with utility costs around \$100,000 per year. As a solution, the City is looking at renovating the Civic Center to provide office space for the Parks Department and a banquet hall for the public. Mayor Bray emphasized that this is a decision of economics. The next step is to receive a cost estimate for proposed Civic Center renovations. The Senior Center is also reviewing other buildings that would be more economical for its operations.

COMMENTS

Assistant City Manager, Michelle Smolen

Noble Park Pool is now open, and will be open through August 8, 2021. Session 1 will be from Noon to 2:00 p.m. and Session 2 will be from 3:00 to 5:00 p.m.

June 22, 2021

Entertainment Destination Center – Commissioners Henderson and Wilson both inquired about the status of the EDC. Katie Axt reports that there is a delay in the shipment of cups due to supply shortages. But the restaurants that have signed up to participate are ready to go when the cups do come in.

EXECUTIVE SESSION

Commissioner Gault offered motion, seconded by Commissioner Guess that the Board of Commissioners go into closed session for discussion of matters pertaining to the following topic:

- Issues which might lead to the appointment, dismissal or disciplining of an employee, as permitted by KRS 61.810(1)(f)

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5).

RECONVENE IN OPEN SESSION

Commissioner Gault offered motion, seconded by Commissioner Guess, that the Paducah Board of Commissioners reconvene in open session.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5)

ADJOURN

Commissioner Henderson offered motion, seconded by Commissioner Wilson, to adjourn the meeting of the Paducah Board of Commissioners.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5)

TIME ADJOURNED: 6:52 p.m.

ADOPTED: July 13, 2021

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

June 24, 2021

At a Joint Called Meeting of the Paducah Board of Commissioners and McCracken County Fiscal Court, held on Thursday, June 24, 2021, at 5:00 p.m., in the Cumberland Room at the Convention Center located at 415 Park Street, Paducah, Kentucky, Mayor Bray and Judge Executive Clymer presided.

Upon call of the roll by the County Clerk, the following answered to their names: County Commissioners Bartleman, Jones, Parker and Judge Executive Clymer (4). Upon call of the roll by the City Clerk, the following answered to their names: Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5).

DISCUSSION

E911 & SPORTS COMPLEX

After a discussion regarding E911 & the Sports Complex, County Commissioner Eddie Jones offered motion, seconded by County Commissioner Jeff Parker that “The County Judge and Mayor will draw a Memorandum of Opinion setting forth our joint intent to agree on a 50/50 partnership in establishing a 911 system and sports park in Paducah-McCracken County.”

Adopted by the Fiscal Court unanimously.

Commissioner Wilson offered motion, seconded by Commissioner Henderson that “The County Judge and Mayor will draw a Memorandum of Opinion setting forth our joint intent to agree on a 50/50 partnership in establishing a 911 system and sports park in Paducah-McCracken County.”

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5).

ADJOURN

County Commissioner Parker offered motion, seconded by County Commissioner Jones to adjourn the meeting of the Fiscal Court. All voted Aye.

Commissioner Gault offered motion, seconded by Commissioner Guess, to adjourn the meeting of the Paducah Board of Commissioners. Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5)

Meeting ended at approximately 5:45 p.m.

ADOPTED: July 13, 2021.

George Bray, Mayor

June 24, 2021

ATTEST:

Lindsay Parish, City Clerk

June 25, 2021

At a Called Meeting of the Paducah Board of Commissioners held on Thursday, June 25, 2021, at 9:00 a.m., in the Commission Chambers of City Hall located at 300 South Fifth Street, Paducah, Kentucky. Mayor Bray presided. Upon call of the roll by the City Clerk, the following answered to their names: Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5).

EXECUTIVE SESSION

Commissioner Gault offered motion, seconded by Commissioner Guess, that the Board of Commissioners go into closed session for discussion of matters pertaining to the following topic:

- Issues which might lead to the appointment, dismissal or disciplining of an employee, as permitted by KRS 61.810(1)(f)

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5)

RECONVENE IN OPEN SESSION

Commissioner Henderson offered motion, seconded by Commissioner Wilson, that the Paducah Board of Commissioners reconvene in open session.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5)

ADJOURN

Commissioner Gault offered motion, seconded by Commissioner Guess, to adjourn the meeting of the Paducah Board of Commissioners.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5)

Meeting ended at approximately 1:20 p.m.

ADOPTED: July 13, 2021

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

July 13, 2021

RECEIVE AND FILE DOCUMENTS:

Minute File:

1. Notice of Called Meeting of the Board of Commissioners - June 17, 2021
2. Notice of Called Meeting of the Board of Commissioners - June 18, 2021
3. Notice of Called Joint meeting of the Board of Commissioners and the McCracken County Fiscal Court – June 24, 2021
4. Notice of Called Meeting of the Board of Commissioners – June 25, 2021
5. Letter from Paducah Power System dated June 17, 2021 – with enclosure regarding July 2021 Paducah Power System Electric Rates

Deed File:

1. Deed of Conveyance – Computer Services, Inc. to City of Paducah – **MO #2409**
2. Commissioner's Deed – 1024 South 5th Street

Contract File:

1. Contract with Peck Flannery Gream Warren Inc. (PFGW), for Robert Cherry Civic Center Feasibility Study from PFGW Architects dated July 1, 2021 (CM Signed)
2. Contract For Services – between Paducah Parks and Recreation and Atlas Cube – portable restrooms and hand washing stations with Certificate of Liability Insurance (CM Signed)
3. June 23, 2021 – Letter of Commitment for City Block Facilities – Weyland Ventures – **ORD 2020-08-8650**
4. Entertainment Destination Center Agreement with Big Blue Bar2, Inc. – **ORD 2021-04-8685**
5. Second Amendment to Lease Agreement between the City of Paducah and Cremation Society of Paducah, LLC – **ORD 2021-06-8690**
6. Contract Between The Kentucky Department For Libraries and Archives and Paducah Police Department – **MO #2437**

Financials File:

1. Paducah Water Works – Month ended May 31, 2021
2. Transit Authority of the City of Paducah – Financial Statement – year ended 6/30/202

Bids File:

1. Bids for PPD Scanning Project (**MO #2437**)
 - a. DRMS * (Chosen Bid)
 - b. US Imaging, Inc.

- c. Doc Scan
- d. Info+

CITY OF PADUCAH
July 13, 2021

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



City Manager's Office Signature

7/9/2021

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
July 13, 2021**

NEW HIRES - FULL-TIME (F/T)						
FINANCE	POSITION	RATE OF PAY	NCS/CS	FLSA	EFFECTIVE DATE	
Stanfield, Angie	Revenue Technician	\$17.49/hr	NCS	Non-Ex	July 26, 2021	

NEW HIRES - PART-TIME (P/T)						
PARKS & RECREATION	POSITION	RATE OF PAY	NCS/CS	FLSA	EFFECTIVE DATE	
Haley, Madisyn	Lifeguard	\$10.00/hr	NCS	Non-Ex	June 25, 2021	
Nichols, Lillauna	Lifeguard	\$10.00/hr	NCS	Non-Ex	June 24, 2021	
Stivers, Afewerk	Lifeguard	\$10.00/hr	NCS	Non-Ex	June 28, 2021	
Taylor, Mark	Lifeguard	\$10.00/hr	NCS	Non-Ex	July 14, 2021	
Tynes, Blaine	Lifeguard	\$10.00/hr	NCS	Non-Ex	June 24, 2021	

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS - FULL-TIME (F/T)

	PREVIOUS POSITION AND BASE RATE OF PAY	CURRENT POSITION AND BASE RATE OF PAY	NCS/CS	FLSA	EFFECTIVE DATE	
ADMINISTRATION						
Smolen, Michelle	Assistant City Manager \$50.00/hr	Assistant City Manager \$51.50/hr	NCS	Ex	July 15, 2021	
Spencer, Pam	Communication Manager 38.47/hr	Communication Manager 39.62/hr	NCS	Ex	July 15, 2021	
Wilson, Ty	Grants Administrator \$22.50/hr	Grants Administrator \$22.95/hr	NCS	Ex	July 15, 2021	
CUSTOMER EXPERIENCE						
Parish, Lindsay	City Clerk/ CX Director \$40.58/hr	City Clerk/ CX Director \$41.80/hr	NCS	Ex	July 15, 2021	
Engineering						
Guebert, Gregory	Assistant City Engineer \$40.87/hr	Assistant City Engineer \$41.89/hr	NCS	Ex	July 1, 2021	
Finance						
Perkins, Jon	Finance Director \$72.44/hr	Finance Director \$74.61/hr	NCS	Ex	July 15, 2021	
Fire						
Stephen, Kyle	Fire Chief \$58.96/hr	Fire Chief \$60.73/hr	NCS	Ex	July 15, 2021	
Human Resources						
Orr, Sabrina	Admin Assistant-PW \$18.12/hr	Admin Assistant-HR \$18.12/hr	NCS	Non-Ex	July 1, 2021	
Parks & Recreation						
Clark, Amie	Parks & Rec Director \$44.11/hr	Parks & Rec Director \$44.99/hr	NCS	Ex	July 15, 2021	
Police						
Laird, Brian	Police Chief \$54.89/hr	Police Chief \$56.54/hr	NCS	Ex	July 15, 2021	
Public Works						
Yarber, Chris	Public Works Director \$50.16/hr	Public Works Director \$51.67/hr	NCS	Ex	July 15, 2021	
Lee Jr, Anthony	Laborer \$14.33/hr	Janitor/Collector \$15.13/hr	NCS	Non-Ex	July 1, 2021	
Simmons, Marcey	Laborer \$14.33/hr	Janitor/Collector \$15.13/hr	NCS	Non-Ex	July 1, 2021	
Franklin, Melissa	Laborer \$17.91/hr	Janitor/Collector \$18.91/hr	NCS	Non-Ex	July 1, 2021	
Hayes, Chris	Laborer \$17.91/hr	Janitor/Collector \$18.91/hr	CS	Non-Ex	July 1, 2021	

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS - PART-TIME (P/T)

	PREVIOUS POSITION AND BASE RATE OF PAY	CURRENT POSITION AND BASE RATE OF PAY	NCS/CS	FLSA	EFFECTIVE DATE	
Parks & Recreation						
Childers, John	Park Ranger	Park Ranger	NCS	Non-Ex	July 1, 2021	

	\$10.00/hr	\$11.00/hr			
Christtensen, Kiet	Park Ranger	Park Ranger	NCS	Non-Ex	July 1, 2021
	\$10.00/hr	\$11.00/hr			
Cress, John	Park Ranger	Park Ranger	NCS	Non-Ex	July 1, 2021
	\$10.00/hr	\$11.00/hr			
Cunningham, Jackie	Park Ranger	Park Ranger	NCS	Non-Ex	July 1, 2021
	\$10.00/hr	\$11.00/hr			
Ham, Daniel	Park Ranger	Park Ranger	NCS	Non-Ex	July 1, 2021
	\$10.00/hr	\$11.00/hr			
Kirks, Kennedy	Lifeguard	Head Lifeguard	NCS	Non-Ex	July 15, 2021
	\$10.00/hr	\$10.50/hr			
Lesniewski, Lawrence	Park Ranger	Park Ranger	NCS	Non-Ex	July 1, 2021
	\$10.00/hr	\$11.00/hr			
Roberts, James	Park Ranger	Park Ranger	NCS	Non-Ex	July 1, 2021
	\$18.00/hr	\$19.00/hr			
Searcy, Jennine	Park Ranger	Park Ranger	NCS	Non-Ex	July 1, 2021
	\$10.00/hr	\$11.00/hr			
Stapleton, Carrie	Park Ranger	Park Ranger	NCS	Non-Ex	July 1, 2021
	\$10.00/hr	\$11.00/hr			
Turnbow, Mikey	Park Ranger	Park Ranger	NCS	Non-Ex	July 1, 2021
	\$10.00/hr	\$11.00/hr			

TERMINATIONS - FULL-TIME (FT)

<u>E911</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Whitley, Allyson	Telecommunicator	Resignation	July 6, 2021
<u>PARKS & RECREATION</u>			
Johnson, Molly	Special Events Superintendent	Resignation	July 9, 2021
<u>Police</u>			
Bumpus, Jeremi	Police Officer/ Recruit	Resignation	June 28, 2021

TERMINATIONS - PART-TIME (PT)

<u>Finance</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Midkiff, Emi	Revenue Temp	Resignation	June 30, 2021
<u>Parks & Rec</u>			
Bridges, Emmanuel	Parks Maintenance Laborer	Resignation	June 23, 2021
Crouch, Mary	Park Ranger	Resignation	July 1, 2021

Agenda Action Form

Paducah City Commission

Meeting Date: July 13, 2021

Short Title: Approve Contract with Dallmann Systems, Inc. to provide a Security Camera Network and Video Management System to be used by Barkley Regional Airport for \$70,114.71 (Grant Funded) - **T WILSON**

Category: Municipal Order

Staff Work By: Ty Wilson

Presentation By: Ty Wilson

Background Information: This project is funded by a grant through the Kentucky Office of Homeland Security and the U.S. Department of Homeland Security. Municipal Order 2239 allowed the City to apply for this grant on behalf of Barkley Regional Airport. This grant was applied for to replace the out-of-date security camera system that is currently in use. This grant was accepted by Municipal Order 2328. Per procurement guidelines, the City of Paducah entered a competitive process for the purchase and installment for the security camera network and video management system. The bid opening was held in the Commission Chambers in City Hall on May 12, 2021. Five bids were received. The bid from Dallmann Systems, Inc. was deemed the lowest responsive bid. The amount bid was \$70,114.71.

The contract lines out the agreement between the City of Paducah and Dallmann Systems, Inc. It is understood that all equipment used for the project will become property of Barkley Regional Airport upon completion. All attached documents are a part of the contract.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan: There are no communication plans at this time.

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the Mayor to execute Contract documents.

Attachments:

1. MO - purchase of Security Camera Network – Barkley Airport – July 2021
2. Full Dallmann Systems Bid Proposal
3. Contract for Barkley Airport Project_Update 2

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF A
SECURITY CAMERA NETWORK AND VIDEO MANAGEMENT SYSTEM
FOR USE BY BARKLEY REGIONAL AIRPORT FROM DALLMANN
SYSTEMS, INC., IN THE AMOUNT OF \$70,114.71 AND AUTHORIZING
THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, Municipal Order 2239 and Municipal Order 2328 allowed the
City to apply for and accept a grant through the Kentucky Office of Homeland Security and
the U.S. Department of Homeland Security to replace the out-of-date security camera system
that is currently in use at Barkley Regional Airport; and

WHEREAS, a bid opening was held in the Commissioner Chambers of City
Hall on May 12, 2021 for the security camera network and video management system; and

WHEREAS, the bid from Dallmann Systems, Inc., in the amount of
\$70,114.71, was deemed the lowest responsive bid; and

WHEREAS, the City of Paducah now wishes to enter into an agreement with
Dallmann Systems, Inc.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with
Dallmann Systems, Inc., for purchase and installation of a Security Camera Network and
Video Management System to be used by Barkley Regional Airport in the amount of
\$70,114.71, according to the specifications, bid proposal and all contract documents
heretofore approved and incorporated in the bid.

SECTION 2. This expenditure shall be funded by a grant through the
Kentucky Office of Homeland Security and the U.S. Department of Homeland Security

SECTION 3. This Order will be in full force and effect from and after the
date of its adoption.

Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 13, 2021

Recorded by Lindsay Parish, City Clerk, July 13, 2021

MO\purchase of Security Camera Network – Barkley Airport – July 2021

PROPOSAL

Barkley Reginal Airport Security System Upgrade

Barkley Reginal Airport

2901 Fisher Rd
Paducah, Kentucky 40286

Revision: 0
Modified: 5/24/2021

Security System Integration



Presented By:

Dallmann Systems, Inc.

1247 Bridgeport Drive
Jeffersonville, Indiana 47130 United States
812-283-7255
www.dallmannsystems.com



- 1 ARXYS VXV2-R12E-144**
VideoX V2 R12E 144TB Enterprise NVR Server - 200Cameras w/ VMD (12 Bay 2U Rack - 112TB R6 Usable)(Windows Server 2019)
- 12 Avigilon 12.0W-H5A-FE-DO1-IR**
12MP H5A Fisheye IR Dome Camera
- 14 Avigilon 8.0C-H5A-BO1-IR**
8MP H5A Bullet Camera with 4.9-8mm Lens
- 5 Avigilon 8.0C-H5A-D1-IR**
8MP H5A Indoor IR Dome Camera with 4.9-8mm Lens
- 31 Avigilon ACC7-ENT**
ACC 7 Enterprise camera channel
- 12 Avigilon H4-BO-JBOX1**
Bullet Junction Box for H5A / H4A Bullet Cameras
- 2 Avigilon RM5-WKS-4MN-NA**
Remote Monitoring Workstation; 4 monitors; NA
- 1 Cisco WS-C2960XR-48FPD-I**
Catalyst 2960 Xr Gige PoE Networking Switch with Dual Power Supply
- 31 Comcables CN-C6A-GN-C**
RJ45 Performance Jack, CAT6A, Green
- 12 Comcables FP-1BK**
Faceplate, 1 Port, Black
- 31 Comcables N-11111-1M-GN-C**
CAT 6 Patch Cable 1M
- 1 Cyberview RKP117**
U 17" Rack Mount Monitor Keyboard Drawer with Samsung TFT LCD
- 1 Middle Atlantic R412-3824B**
38SP 4-POST FRM RK 12/24
- 1 Minuteman UPS PRO2000RT2U**
(6) 5-15R / (1) L5-20R



* Price Includes Accessories



- 1 Platinum Tools 106178J**
RJ45 Connector (8P8C) CAT6 High Performance Round Solid 3 Prong, 100/Jar

- 12 RACO 8660**
4 in. x 2 in. Drawn Handy Electrical Box, Raised Ground

- 2 RATEL Wireless Keyboard Mouse Combo**
Wireless Keyboard Mouse Combo

- 1 Samsung UN50TU7000FXZA**
50" Class 7 Series LED 4K UHD Monitor

- 1 Sanus VLL5-B1**
Wall Mount For Flat Panel Display



- 12 Vigtron Vi2001**
Single-port MaxiiGuard ethernet surge protector



- 1 W Box Technologies 0E-C6PP48**
Cat 6 Patch Panel 48 Port

- 5 Windy City Wire 5566060**
Cable, Cat6, 23-4P, CMP, Green, 1000 Feet Installed J-Hook

Project Subtotal:

\$61,767.32

* Price Includes Accessories

PROJECT SUMMARY

Equipment:	\$61,767.32
Labor:	\$8,347.39

Grand Total:	\$70,114.71
---------------------	--------------------

Client: Ty Wilson

Date

Contractor: Dallmann Systems, Inc.

Date

* Price Includes Accessories

CONTRACT

Barkley Reginal Airport Security System Upgrade

Barkley Reginal Airport

2901 Fisher Rd
Paducah, Kentucky 40286

Revision: 0
Modified: 5/24/2021

Presented By:

Dallmann Systems, Inc.

1247 Bridgeport Drive
Jeffersonville, Indiana 47130 United States
812-283-7255
www.dallmannsystems.com



- A.** The general project description is contained in the attached document and related documents from herein referred to as the "Proposal".
- B.** The specific work to be performed by Contractor is the installation of the specified system as outlined in the Proposal.
- C.** The total amount to be paid by the owner for the performance (subject to additions and deductions by written change order) shall not exceed the total specified in the Proposal.
- D.** Progress payments will be made according to the payment schedule. Equipment will not be ordered until the equipment deposit has been submitted. These times are subject to the timing of the construction and the lead times required for the ordered equipment to be delivered.
- E.** Payment is due immediately after invoicing. Unpaid balance beyond 30 days after invoicing of completed tasks as outlined in item D shall bear interest payable to Contractor at a rate of 1.5% per month simple interest.
- F.** This Proposal expires 30 days following the date stated on the top of this agreement. No work will be scheduled without a deposit plus a signed copy of this agreement. All drawings and specifications contingent on agreement and retainer.
- G.** If job is of a retro-fit/remodel nature on an existing structure, and scope of work exceeds time estimated to complete because of unforeseen circumstances, owner agrees that he/she will be back-charged at a rate of \$65 per man, per hour for all extra labor involved in completing the job.
- H.** Contractor reserves the right to replace proposed models in the case of obsolescence, discontinuation or unavailability with a comparable model of equal or greater value upon customer approval. Contractor will not be held responsible or liable in any way for any said product's obsolescence, discontinuation or unavailability.

Payment Schedule

	Amount	Due Date
Payment Due on Completion of Project	\$70,114.71	

This proposal is valid for 30 days.

Invoicing:

- Dallmann Systems, Inc will submit a mobilization invoice upon contract award for 25% of the total contract amount. Mobilization includes (but is not limited to) all preparatory work necessary for the coordination and organization of personnel, procurement of materials, equipment, supplies, and incidentals required to begin the project; for the establishment of all necessary storage and facilities to facilitate the work; for premiums on bond and insurance (as applicable); and for all procedures/actions performed or costs incurred before the beginning of work.
- Customer expressly allows Dallmann Systems, Inc to invoice for stored materials. Dallmann Systems, Inc will store materials at the customer location or in the Dallmann Systems, Inc bonded and insured warehouse and provide backup documentation with inventories by part number, pictures, etc., as requested by the Customer.
- Customer expressly allows Dallmann Systems, Inc to submit progressive invoices based upon completed work percentage or other production milestone, unless otherwise written on contract as different payment terms.

All Invoices due in receipt

Dallmann Systems, Inc may elect to preserve our right to perfect a bond or lien by sending notices in accordance with statutory requirements.

Any change to the scope of work or materials described in this proposal involving extra cost will only be effective upon the execution of a written change order by involved parties.

Pricing is conditional upon unrestricted access to all applicable areas where work is to be performed or access to and from areas where work is to be performed. Unless otherwise noted, the scope of work shown in this proposal is to be performed without delays. Additional trip charges may apply if delays caused by reasons outside of Dallmann Systems, Inc's control. Dallmann Systems, Inc will guarantee all material and workmanship for a period of one year from the completion of the work included in this proposal. The warranty will commence upon final project acceptance and will terminate the 365th day beyond the date of final acceptance, regardless of warranty work conducted during the warranty period. The Owner is responsible for troubleshooting and identifying faults covered under this warranty. Additional fees may apply if Dallmann Systems, Inc must troubleshoot issues for the Owner and/or if, during the course acting on a warranty request, Dallmann Systems, Inc determines that the issue was not generated by failures in material or workmanship. Except for the foregoing warranty, Dallmann Systems, Inc specifically disclaims all other warranties, express or implied, including but not limited to the warranties of merchantability and of fitness for a particular purpose.

Dallmann Systems, Inc shall not be liable for any special, consequential, incidental or exemplary damages or loss. Dallmann Systems, Inc will not be responsible for equipment or parts which are in disrepair due to misuse, accident or mishandled by others not authorized to service this equipment during our agreement time. Dallmann Systems, Inc will not be responsible for damages caused by fire, the elements, civil commotion, and malicious mischief, negligence of the customer, its agents or acts of God.

This proposal is the property of Dallmann Systems, Inc. It is not for publication and is issued expressly on the condition that it is not to be copied, reprinted, or reproduced in any manner; nor is it to be disclosed to any third party, either wholly or in part without the express written consent of Dallmann Systems, Inc.

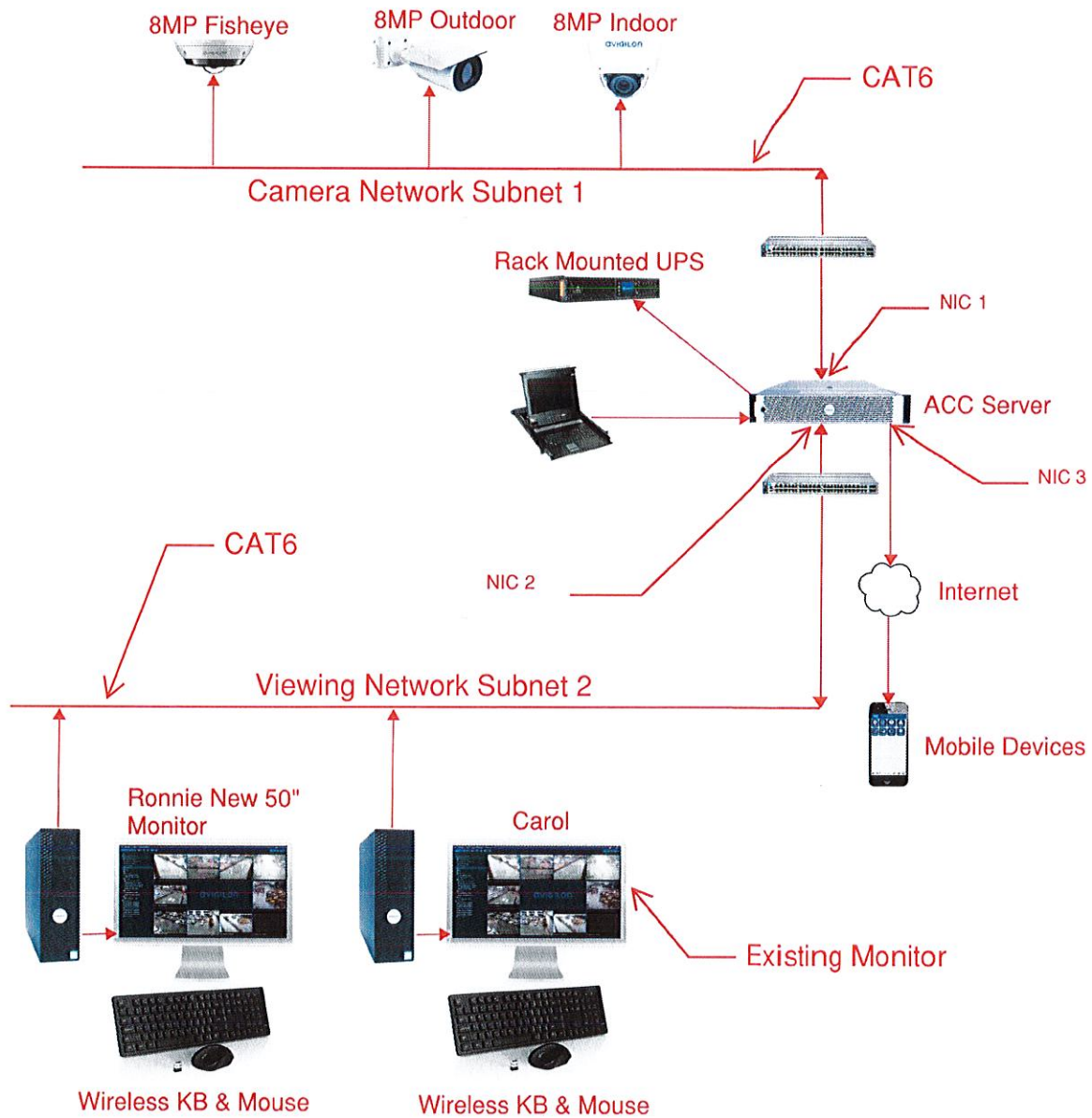
Client: Ty Wilson

Date:

Contractor: Dallmann Systems, Inc.

Date:

System Architecture





System Testing and Commissioning

Copper Cable

Test Parameter	TIA-568-B	
Wiremap	Pass/Fail	
Propagation Delay	Pass/Fail	
Delay Skew	Pass/Fail	
Cable Length	Pass/Fail	
Insertion Loss (IL)	Pass/Fail	
Return Loss (RL)	Pass/Fail (except Cat3)	
Near-End Crosstalk (NEXT)	Pass/Fail	
Power Sum NEXT (PSNEXT)	Pass/Fail	
Equal-Level Far-End Crosstalk (ELFEXT)	Pass/Fail	
Power Sum ELFEXT (PSELFEXT)	Pass/Fail	
Attenuation-to-Crosstalk Ratio (ACR)	Information only	
Power sum ACR (PSACR)	Information only	
DC Loop Resistance		

Wiremap

The wiremap test is used to identify physical installation errors; improper pin termination, shorts between any two or more wires, continuity to the remote end, [split pairs](#), crossed pairs, reversed pairs, and any other mis-wiring.

Cameras/Server

- Setup IP Addresses
- Set Shots per owner view
- Set Recording Bandwidth
- Set Resolution
- Set Images Per Second
- Setup Motion Detection
- Add Licenses
- Setup Viewing Network



Equipment and Support LIMITED WARRANTY

- Avigilon Cameras-----Five Years
- Servers-----3 Year, Next Business Day Advanced Parts Warranty
- All other Equipment-----1 Year

Provide a One (1-5) year warranty on the Work and all hardware, software and infrastructure provided as new under this contract. During the warranty, the Integrator must provide 24/7/365 technical support with on-site service response within three (3) hours if requested by the Owner. The warranty to include a software support agreement for all installed system components such that at the end of the warranty period all of the software and firmware is at the current level available for a new installation. Warranty shall be provided for complete system and shall start at owner's acceptance of system.

4.1 PRICE PROPOSAL FORM

BIDDER'S ATTENTION IS SPECIFICALLY DIRECTED to the fact that the items listed herein constitute one complete bid schedule comprising a single job unit.

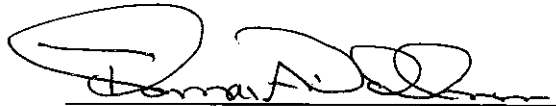
BID PRICE

\$ 70,114.71 Numbers (Enter Base Bid amount using numbers).

Seventy Thousand One Hundred Fourteen Dollars----71/100

Written words (enter Bid amount using written words)

The bidder herein certifies by signature that all specifications have been reviewed and that any variations to the City's specifications, including both exceptions to or enhancements to same, are clearly spelled out in an attachment to this bid.



(Signature)

The bidder herein certifies by signature that all addendums issued to this bid offering, if any, have been reviewed and the bidder is fully aware of the implications of the addendums on the bid offering, and that a copy of each issued addendum is signed and attached hereto as evidence of receipt.



(Signature)

Are there any exceptions to the specific specifications set forth on bid? Yes ☐ No ☒

If yes, please explain: _____

Company or Individual Name Dallmann Systems, Inc.

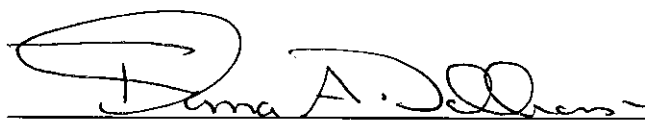
Doing Business As (DBA) _____

Street Address 1247 Bridgeport Drive

PO Box Number _____

City, State, Zip Code Jeffersonville, In 47130

Thomas A Dallmann
Official Name (Printed)


Official Signature

5/10/2021
Date Signed

4.2 UNIT PRICE FORM

Provide installed price for each of the following elements of the project:

Description		Price (each)	
Exterior Fixed Camera, Mount and License		\$1,336.00	
Interior Fixed Camera, Mount and License		\$1,227.00	
Interior 360-Degree Fisheye Camera, Mount and License		\$1,071.00	
100' CAT-6 Plenum Rated Ethernet Cable Tested and Terminated		\$195.00	
Uninterruptible Power Supply		\$553.33	
Small Form Factor PC, Wireless Keyboard and Wireless Mouse		\$1,630.00	
Rack Mount KVM		\$973.75	
49" Digital Display and Wall Mount Bracket		\$767.50	

4.3 RESPONSIBILITY OF BIDDER FORM

This form must be completed in full and submitted with bid. Misrepresentation or failure to complete will automatically disqualify bid. All information is confidential and exempt from the Open Records Law, pursuant to KRS 45A.395.

NAME	Dallmann Systems, Inc.	PHONE #	812-283-7255	
ADDRESS	1247 Bridgeport Drive, Jeffersonville, IN 47130			
	Street or PO Box	City	State	Zip Code

Type of services/supplies provided in normal course of business: Surveillance System

1. Length of time in business: 51 Years

2. Experience in providing bid-required services/supplies: Our Sole Business for 51 Yrs.

3. Currently a party/defendant in lawsuit(s)? ☐ Yes ☒ No

If yes, explain: NA

4. State past history as party/defendant in lawsuit(s): NA

5. Name of contract/product liability insurance carrier: Westbend Innsurance

6. Limits: \$1Million per occurrence, 2 Million Aggregate

If construction bid:

7. (a) How many other projects currently ongoing? 15

(b) How many bids currently submitted elsewhere? 5

(c) Have books been audited by CPA? ☒ Yes ☐ No

Date of last audit: 2020

Occupational License

8.* City of _____ No: _____

9. List of references (public or private) and contact person for whom similar services/supplies provided: _____

Kentucky Lottery	1011 W Main, Louisville, KY 40203	Greg Baird/502-560-1806
Name of Firm	Address	Contact Person
Rue Gilt Group	150 Omicron Ct, Shephardsville, KY 40165	John DeFazio/502.419.6187
Name of Firm	Address	Contact Person
City of Louisville Libraries	301 York St, Louisville, KY 40203	Doug Foster/502.574.1655
Name of Firm	Address	Contact Person

(If more space is needed, please attach separate sheet(s)

I, Thomas A. Dallmann, do solemnly swear that to the best of my knowledge and belief, the above is true and accurate statement of facts.

Signed

Thomas A. Dallmann 5/10/21

Date

State of Kentucky

County of Jefferson

Sworn to and subscribed before me, a Notary Public, this 10 day of May,
~~2020~~ 2021

My commission expires 5-11-2023

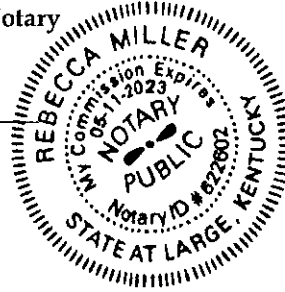
Notary

ID

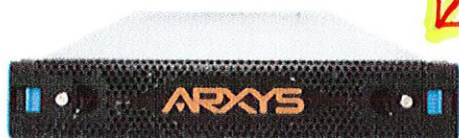
#

Rebecca Miller

Notary Public



VideoX V2 R12E



2U Rackmount Enterprise Server NVR
Video Motion Detection Accelerated

216TB

Max Storage

250

Max Cameras

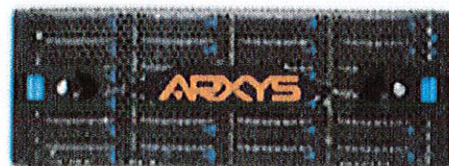
2200Mb

Throughput

24557

Passmark

VideoX V2 R36E



4U Rackmount Enterprise Server NVR
Video Motion Detection Accelerated

648TB

Max Storage

250

Max Cameras

2200Mb

Throughput

24557

Passmark

VideoX R12E V2 Enterprise NVR

VideoX R36E V2 Enterprise NVR

Intel® Xeon W™ 1290 5.0 Ghz CPU 10 Core /20 Thread 20M cache	Processing	Intel® Xeon W™ 1290 5.0 Ghz CPU 10 Core /20 Thread 20M cache
32GB ECC DDR4 DRAM 2933 - Dual Bank	Memory	32GB ECC DDR4 DRAM 2933 - Dual Bank
Up to 216TB, 12x Enterprise Class 7200 RPM, SATA 6Gb/s 3.5" HDD's, 2.5M MTBF. 600k Duty Cycle, Certified 24/7 Operation	Video Storage	Up to 648TB, 36x Enterprise Class 7200 RPM, SATA 6Gb/s 3.5" HDD's, 2.5M MTBF. 600k Duty Cycle, Certified 24/7 Operation
Mirrored 480GB Enterprise 3D TLC Flash SSD SATA3 Dedicated for OS/VMS	System Storage	Mirrored 480GB Enterprise 3D TLC Flash SSD SATA3 Dedicated for OS/VMS
2x Intel 1Gbit and 2x Intel 10Gb Eth RJ45 ports + 1Gb IPMI (2x 10Gb SFP+ upgrade avail)	Networking	2x Intel 1Gbit and 2x Intel 10Gb Eth RJ45 ports + 1Gb IPMI (2x 10Gb SFP+ upgrade avail)
Hardware RAID 6 Double Fault Tolerance w/ HW XOR Engine Battery backed CacheVault, patrol read repairs	RAID	Hardware RAID 60 Double Fault Tolerance w/ HW XOR Engine Battery backed CacheVault, patrol read repairs
Intel P630 QuickSync GPU w/ GPU Tuned FW & Services (Optional Nvidia GPU card)	GPU	Intel P630 QuickSync GPU w/ GPU Tuned FW & Services (Optional Nvidia GPU card)
Microsoft Windows Server Standard 2019 (LTSC)	OS	Microsoft Windows Server Standard 2019 (LTSC)
550W Dual Redundant hot swap Output @ 100-240V, 8-10.5A, 50-60Hz	Power	1200W Dual Redundant hot swap Output @ 100-240V, 10-19.5A, 50-60Hz
Standard 19" Rackmount w/Rails 2U height 444mm(W) x 87.6mm(H) x 670mm(D) 17.5"(W) x 3.5"(H) x 26.7"(D) Ship Weight w/ 12x HDDs = 40k/87lbs	Physical	Standard 19" Rackmount w/Rails 4U height 444mm(W) x 179mm(H) x 670mm(D) 17.5"(W) x 7"(H) x 26.7"(D) Ship Weight: W/ 36x HDDs = 70k/155lbs

VideoX R12E Enterprise NVR

VideoX R36E Enterprise NVR

3 Years Advanced Warranty with NBD Advanced Parts Replacement of Field Replaceable Units (FRUs)	Warranty	3 Years Advanced Warranty with NBD Advanced Parts Replacement of Field Replaceable Units (FRUs)
12x front accessible HDD's, 2x SSD's, Redundant Power Supplies, Fans	Hot-Swap	24 or 36x front accessible HDD's, 2x SSD's, Redundant Power Supplies, Fans
1 x 3.1, 3x 3.0 USB Ports (VMS Client Software NOT supported on server)	USB	1 x 3.1, 3x 3.0 USB Ports (VMS Client Software NOT supported on server)
Milestone XProtect, Avigilon ACC7 or ONSSI Ocularis 5, Axonsoft4 Pre-loaded, GPU Active & Performance tuned.	VMS	Milestone XProtect, Avigilon ACC7 or ONSSI Ocularis 5, Axonsoft4 Pre-loaded, GPU Active & Performance tuned.
Out of Band (OOB) Remote Management including: IPMI System Management, KVM Console Redirection, Virtual Media Management, Trap Receiver, System Power Control, HDD & SSD Management, System Diagnostic (w/ Super Diagnostics Offline), IPv6, Serial-over-LAN, Boot Override, Firmware Upgrade, Sensors and Event log, Power Supply and BBP Monitoring	Management	Out of Band (OOB) Remote Management including: IPMI System Management, KVM Console Redirection, Virtual Media Management, Trap Receiver, System Power Control, HDD & SSD Management, System Diagnostic (w/ Super Diagnostics Offline), IPv6, Serial-over-LAN, Boot Override, Firmware Upgrade, Sensors and Event log, Power Supply and BBP Monitoring



AVIGILON

NVIDIA

Western Digital

SEAGATE





435 W Bradley Ave Suite C
El Cajon, CA 92020
(619) 258-7800
Arxys.com

TAA, NDAA and FIPS-140-2 Compliant systems.

TAA Compliant:

Arxys Offers fully TAA Compliant systems. Arxys partners with Seagate's TAA-compliant storage for enterprise hard drives and SSDs. This eliminates the requirement for waivers for TAA and meets the encryption requirements set by the US Government for both US Government entities and contractors.

NDAA Compliant:

Arxys' VideoX systems do not require any NDAA disclosures and are fully compliant with all NDAA supply chain and source requirements.

FIPS-140-2 Conformed:

VideoX TAA/FIPS systems feature SED-FIPS2 and AES Encryption. Federal government encryption standard for sensitive, but not classified, data. Required for Health Insurance Portability and Accountability Act (HIPAA). Tamper-evident labels. Advanced Encryption Standard (AES) and TPM/TCG 2.0 encryption hardware accelerated.

H5A CAMERA LINE

3 MP

4 MP

5 MP

6 MP

8 MP

The Avigilon H5A camera line features our embedded Next-Generation Video Analytics for enhanced object detection, tracking and classification, Unusual Activity Detection (UAD), Facial Recognition technology and support for Avigilon Appearance Search™ technology to help ensure critical events do not go unnoticed. These advanced capabilities help provide detailed information on what is happening on your site so you can detect potentially critical security events faster and take responsive action.



FEATURES



NEXT-GENERATION VIDEO ANALYTICS

Detects more objects with expanded object classifications and greater accuracy for faster responses, even in crowded scenes.



H.264 AND H.265 WITH HDSM SMARTCODEC™ TECHNOLOGY

Optimizes compression levels for regions in a scene to help maximize bandwidth savings and keep internet connectivity costs down.



TRUE WIDE DYNAMIC RANGE

Available in all resolutions, capture details in scenes with both very bright and dark areas.



ONVIF® COMPLIANT

Native ONVIF Profile S, T and G compliance allows easy integration with existing ONVIF infrastructures.



FIPS 140-2 COMPLIANT

Brings increased data security with FIPS-compliant cryptography enabled on cameras¹.



FOCUS OF ATTENTION WITH ACC™ 7

Leverages AI and video analytics technologies to determine what information is important and should be presented to security operators.



LIGHTCATCHER™ TECHNOLOGY

Offers excellent image detail in low-light settings.



MULTIPLE LENS OPTIONS

Choose from various lens types, including long zoom, for flexible coverage options.

ONVIF is a trademark of Onvif, Inc.

¹ Optional purchase of FIPS Level 1 camera license or CRYPTR microSD hardware-based encryption and key management for FIPS Level 3 support and certification.

SPECIFICATIONS



IMAGE PERFORMANCE		2.0 MP	4.0 MP	5.0 MP	6.0 MP	8.0 MP (4K ULTRA HD)
Image Sensor		1/2.8" progressive scan CMOS			1/1.8" progressive scan CMOS	
Max Resolution (H x V) and Aspect Ratio		(16:9) 1920 x 1080	(16:9) 2560 x 1440 (4:3) 2304 x 1728	(4:3) 2592 x 1944 (16:9) 2560 x 1440	(16:9) 3200 x 1800 (3:2) 3072 x 2048	(16:9) 3840 x 2160
Dynamic Range	WDR Off	83 dB	83 dB	83 dB	85 dB	85 dB
	WDR On	126 dB (dual exposure, 30 fps) 132 dB (triple exposure, 20 fps or less)	126 dB	126 dB	120 dB	120 dB
Max Image Rate		(50 Hz/60 Hz): 25 fps/30 fps				
Bandwidth Management		HDSM SmartCodec technology; Idle scene mode				
3D Noise Reduction Filter		Yes				

LENS AND IR ILLUMINATION		3.3 – 9 MM	4.9 – 8 MM	9 – 22 MM	4.7 – 84.6 MM
IR Illumination Max Distance ¹ (high power 850 nm LEDs)	Dome	35 m (115 ft), full tele 15 m (49 ft), full wide	30 m (98 ft), full tele 15 m (49 ft), full wide	N/A	N/A
	Bullet	50 m (164 ft), full tele 30 m (98 ft), full wide	50 m (164 ft), full tele 30 m (98 ft), full wide	90 m (295 ft), full tele 60 m (197 ft), full wide	N/A
Minimum Illumination	2 MP	0.027 lux in color mode, 0.014 lux in monochrome mode, 0 lux with IR	N/A	0.052 lux in color mode, 0.026 lux in monochrome mode, 0 lux with IR	0.039 lux in color mode, 0.02 lux in monochrome mode
	4 MP	0.03 lux in color mode, 0.015 lux in monochrome mode, 0 lux with IR	N/A	0.058 lux in color mode, 0.029 lux in monochrome mode, 0 lux with IR	N/A
	5 MP	N/A	N/A	0.058 lux in color mode, 0.029 lux in monochrome mode, 0 lux with IR	N/A
	6 MP	N/A	0.055 lux in color mode, 0.028 lux in monochrome mode, 0 lux with IR	N/A	N/A
	8 MP	N/A	0.055 lux in color mode, 0.028 lux in monochrome mode, 0 lux with IR	N/A	N/A
Horizontal Angle of View Based on Aspect Ratio	2 MP	(16:9) 34° – 99°	N/A	(16:9) 14° – 31°	(16:9) 4.1° – 60°
	4 MP	(16:9)(4:3) 34° – 92°	N/A	(16:9) 14° – 31° (4:3) 10° – 24°	N/A
	5 MP	N/A	N/A	(16:9)(4:3) 14° – 31°	N/A
	6 MP	N/A	(16:9) 52° – 92°; (3:2) 41° – 73°	N/A	N/A
	8 MP	N/A	(16:9) 52° – 92°	N/A	N/A
Vertical Angle of View Based on Aspect Ratio	2 MP	(16:9) 18° – 53°	N/A	(16:9) 7.8° – 16.7°	(16:9) 2.3° – 34°
	4 MP	(16:9) 18° – 50° (4:3) 25° – 68°	N/A	(16:9) 8.2° – 17.4° (4:3) 10° – 24°	N/A
	5 MP	N/A	N/A	(16:9) 8.1° – 17.4° (4:3) 11° – 23°	N/A
	6 MP	N/A	(16:9) 29° – 51°; (3:2) 27° – 48°	N/A	N/A
	8 MP	N/A	(16:9) 29° – 51°	N/A	N/A
Max Aperture		F1.3	F1.8	F1.6	F1.6
Control		P-Iris, Remote Focus and Zoom			

¹ IR illumination power may be reduced at higher operating temperatures.

IMAGE CONTROL

Image Compression Method	H.264 HDSM SmartCodec, H.265 HDSM SmartCodec, Motion JPEG
Streaming	Multi-stream H.264, Multi-stream H.265, Motion JPEG; HDSM™ 2.0 on 4.0 MP, 5.0 MP, 6.0 MP, and 4K (8.0 MP) cameras
Motion Detection	Pixel motion: Selectable sensitivity and threshold. Classified object detection
Camera Tamper Detection	Yes
Electronic Shutter Control	Automatic, Manual (1/7 to 1/8196 sec)
Iris Control	Automatic, Open, Closed
Day/Night Control	Automatic, Manual
Flicker Control	60 Hz, 50 Hz
White Balance	Automatic, Manual
Backlight Compensation	Adjustable
Privacy Zones	Up to 64 zones

NETWORK

Network	100BASE-TX, RJ45 Connector, CAT5e Cabling
ONVIF	ONVIF compliance version 1.02, 2.00, Profile S, Profile T, Profile G (www.onvif.org)
Security	Password protection, HTTPS encryption, digest authentication, WS authentication, user access log, 802.1x port based authentication, FIPS 140-2 L1 (with optional camera license), FIPS 140-2 L3 (with optional accessory)
Protocols	IPv6, IPv4, HTTP, HTTPS, SOAP, DNS, NTP, RTSP, RTCP, RTP, TCP, UDP, IGMP, ICMP, DHCP, Zeroconf, ARP
Streaming Protocols	RTP/UDP, RTP/UDP multicast, RTP/RTSP/TCP, RTP/RTSP/HTTP/TCP, RTP/RTSP/HTTPS/TCP, HTTP
Device Management Protocols	SNMP v2c, SNMP v3

PERIPHERALS

USB Port		USB 2.0
Onboard Storage	Dome	microSD/microSDHC/microSDXC slot – video speed class card required. Class V10 or better recommended.
	Bullet and Box	SD/SDHC/SDXC slot – video speed class card required. Class V10 or better recommended.

AUXILIARY I/O

Audio Compression Method	G.711 PCM 8 kHz, Opus
Audio Input/Output	Line level input and output
External I/O Terminals	Alarm In, Alarm Out
RS-485 Terminal	Yes, Box camera only

MECHANICAL (DOME)	INDOOR SURFACE MOUNT	INDOOR IN-CEILING MOUNT	OUTDOOR SURFACE MOUNT
Dimensions (LxWxH)	163 mm x 163 mm x 118 mm; 6.4" x 6.4" x 4.7"	181 mm x 181 mm x 164 mm; 7.1" x 7.1" x 6.5"	163 mm x 163 mm x 121 mm; 6.4" x 6.4" x 4.8"
Weight	0.99 kg (2.18 lbs)	1.64 kg (3.62 lbs)	1.39 kg (3.06 lbs)
Dome Bubble	Polycarbonate		
Body	Plastic, Aluminum		Aluminum
Housing	Surface mount, tamper resistant	Recessed mount, tamper resistant	Surface mount, vandal resistant
Finish	Plastic, injection molded, close to RAL9002	Plastic, gray; Aluminum, powder coat, black	Cast, powder coated, close to RAL9002
Adjustment Range	360° pan, ±180° azimuth, 9° – 95° tilt (30° – 95° with -IR option)		

MECHANICAL (PENDANT DOME)	PENDANT CAMERA ONLY	WITH WALL MOUNT (H4A-MT-WALL1)	WITH NPT MOUNT (H4A-MT-NPTA1)
Dimensions (LxWxH)	172 mm x 172 mm x 124 mm; 6.8" x 6.8" x 4.9"	275 mm x 172 mm x 152.1 mm; 10.8" x 6.8" x 6.0"	172 mm x 172 mm x 172.3 mm; 6.8" x 6.8" x 6.8"

MECHANICAL (PENDANT DOME)	PENDANT CAMERA ONLY	WITH WALL MOUNT (H4A-MT-WALL1)	WITH NPT MOUNT (H4A-MT-NPTA1)
Weight	1.59 kg (3.51 lbs)	3.04 kg (6.70 lbs)	1.84 kg (4.06 lbs)
Dome Bubble	Polycarbonate		
Body	Aluminum		
Housing	Pendant mount, vandal resistant		
Finish	Cast, powder coated, close to RAL9002		
Adjustment Range	360° pan, ±180° azimuth, 9° – 95° tilt (30° – 95° with -IR option)		

MECHANICAL (BULLET)		
Dimensions (LxWxH)	280 mm x 126 mm x 91 mm; 11.04" x 4.97" x 3.58" (including mounting bracket)	
Weight	Camera	1.71 kg (3.77 lbs)
	Mounting Bracket	0.21 kg (0.46 lbs)
Body	Aluminum	
Housing	Surface mount, tamper resistant	
Finish	Cast, powder coated, close to RAL9002	
Adjustment Range	±175° pan, ±90° tilt, ±175° azimuth	

MECHANICAL (BOX)	
Dimensions (LxWxH)	168 mm x 76 mm x 67 mm; 6.6" x 3.0" x 2.6"
Weight	0.62 kg (1.4 lbs)
Body	Aluminum
Camera Mount	1/4"-20 UNC (top and bottom)
Finish	Cast, powder coated, black

ELECTRICAL				
Power Consumption	Bullet	13 W max		
	Dome	13 W max (11 W with no IR or IR disabled)		
	Box	7 W max		
Power Source	Bullet	VDC: 12 V ± 10%, 13 W min	VAC: 24 V ± 10%, 15 VA min	PoE: IEEE802.3af Class 3 compliant
	Dome	VDC: 12 V ± 10%, 12 W min	VAC: 24 V ± 10%, 13 VA min	PoE: IEEE802.3af Class 3 compliant
	Box	VDC: 12 V ± 10%, 7 W min	VAC: 24 V ± 10%, 9 VA min	PoE: IEEE802.3af Class 3 compliant
RTC Backup Battery		3V manganese lithium		
Memory		2 GB RAM, 512 MB Flash		

ENVIRONMENTAL		
Operating Temperature	Bullet	-40 °C to +60 °C (-40 °F to 140 °F), in enclosed space -40 °C to +65 °C (-40 °F to 149 °F), with ambient convection
	Dome	-40 °C to +65 °C (-40 °F to 149 °F)
	Box	-10 °C to +60 °C (-14 °F to 140 °F)
IR Illuminator Behavior	Bullet	IR illuminator will turn off if the temperature is 61 °C (141 °F) or higher. The illuminator will operate at 50% power if the temperature is between 55 °C (131 °F) and 61 °C (141 °F). Hysteresis: 5 °C (9 °F).
	Indoor Dome	IR illuminator will turn off if the temperature is 55 °C (131 °F) or higher. The illuminator will operate at 50% power if the temperature is between 44 °C (111 °F) and 55 °C (131 °F). Hysteresis: 2 °C (3.6 °F).
	Outdoor Dome	IR illuminator will turn off if the temperature is 57 °C (135 °F) or higher. The illuminator will operate at 50% power if the temperature is between 49 °C (120 °F) and 57 °C (135 °F). Hysteresis: 2 °C (3.6 °F).
Storage Temperature		-10 °C to +70 °C (14 °F to 158 °F)
Humidity		0 - 95% non-condensing

CERTIFICATIONS

Certifications/Directives		UL, cUL, CE, ROHS, Reach (SVHC), RCM, EAC, BIS, KC
Safety		UL 62368-1, CSA 62368-1, IEC/EN 62368-1, IEC 62471 (with -IR option)
Environ- mental	Bullet	UL/CSA/IEC 60950-22, IEC 60529 IP66 and IP67 Weather Rating, IEC 62262 IK10 Impact Rating
	Outdoor Dome	UL/CSA/IEC 60950-22, IEC 60529 IP66 and IP67 Weather Rating, IEC 62262 IK10 Impact Rating
	Indoor Dome	IEC 62262 IK10 Impact Rating
Electromagnetic Emissions		FCC Part 15 Subpart B Class B, IC ICES-003 Class B, EN 55032 Class B, EN 61000-6-3, EN 61000-3-2, EN 61000-3-3
Electromagnetic Immunity		EN 55035, EN 61000-6-1

ANALYTICS SPECIFICATIONS

SUPPORTED ANALYTICS EVENTS

Objects in Area	The event is triggered when the selected object type moves into the region of interest.
Object Loitering	The event is triggered when the selected object type moves into the region of interest and then stays for an extended amount of time.
Objects Crossing Beam	The event is triggered when the specified number of objects have crossed the directional beam that is configured over the camera's field of view. The beam can be unidirectional or bidirectional.
Object Appears or Enters Area	The event is triggered by each object that enters the region of interest. This event can be used to count objects.
Object Not Present in Area	The event is triggered when no objects are present in the region of interest.
Objects Enter Area	The event is triggered when the specified number of objects have entered the region of interest.
Objects Leave Area	The event is triggered when the specified number of objects have left the region of interest.
Object Stops in Area	The event is triggered when an object moves into a region of interest and then stops moving for the specified threshold time.
Direction Violated	The event is triggered when an object moves in the prohibited direction of travel.
Tamper Detection	The event is triggered when the scene unexpectedly changes.

SUPPORTED CLASSIFIED OBJECT TYPES

Object Types in Outdoor Mode	Vehicle, sub-types: Car, Truck, Bicycle, Motorcycle, Bus Person
Object Types in Indoor Mode	Person

TEACH BY EXAMPLE

Teach By Example	Yes, when used with Avigilon Control Center™
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AVIGILON CONTROL CENTER (ACC) VERSIONS SUPPORTED FEATURES

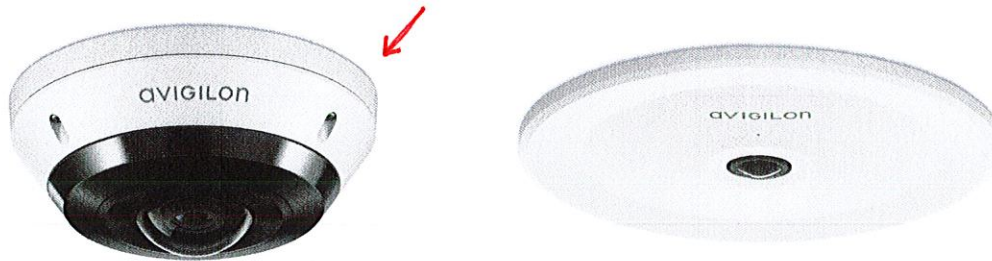
ACC Version 6.14.12 or higher	All supported analytic events with two types of classified objects: person or vehicle. Appearance search when paired with appropriate server hardware. H.265 supported.
ACC Version 7.2 or higher	All supported analytic events with people and vehicles and all vehicle sub-types as classified objects. Appearance search when paired with appropriate server hardware. H.265 supported.

H5A FISHEYE CAMERA

8 MP

12 MP

The Avigilon H5A Fisheye Camera is a cost-effective and easy-to-install solution that provides 360° panoramic views of large areas from a single vantage point, bringing superior situational awareness without any blind spots. Proudly made in North America, facilities such as schools, retailers, offices, hospitals and manufacturing plants can leverage the camera's high-resolution video to monitor processes and optimize operational efficiencies, along with its analytics and AI capabilities to proactively detect critical events and enhance the productivity of security teams.



FEATURES



360° PANORAMIC VIEWS

Provides 360° coverage from a single vantage point to help lower overall video security deployment costs.



H.264 AND H.265 WITH HDSM SMARTCODEC™ TECHNOLOGY

Optimizes compression levels for regions in a scene to help maximize bandwidth savings and keep internet connectivity costs down.



LOW-PROFILE & EASY-TO-INSTALL DESIGN

Offers unobtrusive monitoring with a paintable front plate¹ that can be customized to fit in with interior aesthetics, backed by an easy installation.



FIPS 140-2 COMPLIANT

Brings increased data security with FIPS-compliant cryptography enabled on cameras².



ONVIF® COMPLIANT

Native ONVIF Profile S, T and G compliance allows easy integration with existing ONVIF infrastructures.



NEXT-GENERATION VIDEO ANALYTICS

Detects more people with greater accuracy, even in crowded scenes, to support faster responses.



WATER & IMPACT RATED³

IP66/67 rating for water resistance and IK10 impact rating for vandal resistance.



WIDE DYNAMIC RANGE

Captures details in scenes with both very bright and dark areas.



ADAPTIVE IR TECHNOLOGY³

Provides optimal brightness in scenes with low-light for high-resolution image detail.



AUDIO RECORDING CAPABILITIES

Built-in microphone offers an optional audio recording capability for additional evidentiary detail.

ONVIF is a trademark of Onvif, Inc.

¹ Available on in-ceiling mount only.

² Optional purchase of FIPS Level 1 camera license or CRYPTR microSD hardware-based encryption and key management for FIPS Level 3 support and certification.

³ Available on surface mount only.

SPECIFICATIONS

IMAGE PERFORMANCE		8.0 MP	12.0 MP
Image Sensor		1/1.8" progressive scan CMOS	1/2.3" progressive scan CMOS
Active Pixels (H x V)		2048 x 2048	3008 x 3008
Imaging Area (H x V)		4.096 mm x 4.096 mm	4.662 mm x 4.662 mm
Max Image Rate		(50 Hz/60 Hz): 25 fps/30 fps	
Dynamic Range	WDR Off:	Up to 83 dB	
	WDR On:	Up to 120 dB	
Camera Operating Mode		No modes	Full feature or High framerate mode (Analytics disabled in High framerate mode)
Bandwidth Management		HDSM SmartCodec technology; Idle scene mode	
3D Noise Reduction Filter		Yes	

LENS AND IR ILLUMINATION		8.0 MP	12.0 MP
Lens		1.4 mm	1.6 mm
IR Illumination Max Distance (high power 850 nm LEDs)		17 m (55 ft) max distance at 0 lux	12 m (39 ft) max distance at 0 lux
Minimum Illumination	With IR	0 lux	0 lux
	Without IR	0.10 lux in monochrome mode; 0.20 lux in color mode	0.19 lux in monochrome mode; 0.38 lux in color mode
Horizontal Angle of View (HFOV)		180°	
Field of View		360°	
Max Aperture		F2.0	
Control		Fixed iris	

IMAGE CONTROL	
Image Compression Method	H.264 HDSM SmartCodec, H.265 HDSM SmartCodec, Motion JPEG
Streaming	Multi-stream H.264, Multi-stream H.265, Motion JPEG
Motion Detection	Pixel motion and classified object detection
Tamper Detection	Yes
Electronic Shutter Control	Automatic, Manual (1/6 to 1/8000 sec)
Iris Control	Fixed
Day/Night Control	Automatic, Manual
Flicker Control	60 Hz, 50 Hz
White Balance	Automatic, Manual
Backlight Compensation	Adjustable
Privacy Zones	Up to 64 zones

NETWORK	
Network	100BASE-TX, RJ45 Connector, CAT5e Cabling
ONVIF	ONVIF compliance Profile S, Profile T, and Profile G (www.onvif.org)
Security	Password protection, HTTPS encryption, digest authentication, WS authentication, user access log, 802.1x port based authentication, FIPS 140-2 L1 (with optional camera license), FIPS 140-2 L3 (with optional accessory)
Protocols	IPv6, IPv4, HTTP, HTTPS, SOAP, DNS, NTP, RTSP, RTCP, RTP, TCP, UDP, IGMP, ICMP, DHCP, Zeroconf, ARP
Streaming Protocols	RTP/UDP, RTP/UDP multicast, RTP/RTSP/TCP, RTP/RTSP/HTTP/TCP, RTP/RTSP/HTTPS/TCP, HTTP
Device Management Protocols	SNMP v2c, SNMP v3

PERIPHERALS					
Onboard Storage		2 x microSD/microSDHC/microSDXC slots – video speed class card required. Class V10 or better recommended. Currently one of the two SD card slots is available for onboard storage.			
AUXILIARY I/O					
Audio Compression Method		Opus, G.711 PCM 8 kHz			
Audio Input/Output		Line level I/O and built-in microphone (can be enabled)			
External I/O Terminals		Alarm In, Alarm Out			
MECHANICAL		SURFACE MOUNT		IN-CEILING MOUNT	
Dimensions (LxWxH)	Camera	145.5 mm x 145.5 mm x 62 mm; 5.72" x 5.72" x 2.44"		200.6 mm x 200.6 mm x 14.2 mm; 7.9" x 7.9" x 0.56"	
	With Mounting Plate	145.5 mm x 145.5 mm x 62 mm; 5.72" x 5.72" x 2.44"		N/A	
	With NPT Adapter	158 mm x 158 mm x 103 mm; 6.2" x 6.2" x 4.1"		N/A	
Weight	Camera	0.52 kg (1.15 lbs)		0.595 kg (1.31 lbs)	
	With Mounting Plate	0.605 kg (1.33 lbs)		N/A	
	With NPT Adapter	0.838 kg (1.83 lbs)		N/A	
Max. Ceiling Thickness		N/A		31.75 mm; 1.25"	
Dome Bubble		Polycarbonate, clear		N/A	
Body		Aluminum		Polycarbonate	
Housing		Aluminum		Polycarbonate	
Finish		Cast, powder coated, close to RAL9002		Plastic, injection molded, close to RAL9002	
ELECTRICAL		SURFACE MOUNT		IN-CEILING MOUNT	
Power Consumption		With IR: 26 W Without IR: 11 W		11 W	
Power Source		VDC: 12 V +/-10%, 26 W min PoE: IEEE 802.3af Class 3 PoE+: IEEE 802.3at Class 4		VDC: 12 V +/-10%, 11 W min PoE: IEEE 802.3af Class 3	
Power Connector		2-pin terminal block			
RTC Battery Backup		3V manganese lithium			
Memory		2 GB RAM, 512 MB Flash			
ENVIRONMENTAL		SURFACE MOUNT		IN-CEILING MOUNT	
Operating Temperature		-40 °C to +60 °C (-40 °F to 140 °F)		-10 °C to +60 °C (14 °F to 140 °F)	
IR Illuminator Behavior		IR illuminator will turn off if the temperature is 55 °C (131 °F) or higher. The illuminator will operate at 75% power if the temperature is between 27 °C (80 °F) and 39 °C (102 °F) and will operate at 40% power if the temperature is between 39 °C (102 °F) and 55 °C (131 °F). Hysteresis: 2 °C (3.6 °F).		N/A	
Storage Temperature		-10 °C to +70 °C (14 °F to 158 °F)			
Humidity		0 - 95% non-condensing			
CERTIFICATIONS		SURFACE MOUNT		IN-CEILING MOUNT	
Certifications/Directives		UL, cUL, CE, ROHS, RCM, EAC			
Safety		UL 62368-1, CSA 62368-1, IEC/EN 62368-1, IEC 62471			
Environmental		IK10 Impact Rating, IP66 and IP67 Weather Rating		N/A	
Electromagnetic Emissions		FCC Part 15 Subpart B Class B, IC ICES-003 Class B, EN 55032 Class B, EN 61000-6-3, EN 61000-3-2, EN 61000-3-3			
Electromagnetic Immunity		EN 55035, EN 61000-6-1			

ANALYTICS SPECIFICATIONS

SUPPORTED ANALYTICS EVENTS¹

Objects in Area	The event is triggered when the selected object type moves into the region of interest.
Object Loitering	The event is triggered when the selected object type moves into the region of interest and then stays for an extended amount of time.
Objects Crossing Beam	The event is triggered when the specified number of objects have crossed the directional beam that is configured over the camera's field of view. The beam can be unidirectional or bidirectional.
Object Appears or Enters Area	The event is triggered by each object that enters the region of interest. This event can be used to count objects.
Object Not Present in Area	The event is triggered when no objects are present in the region of interest.
Objects Enter Area	The event is triggered when the specified number of objects have entered the region of interest.
Objects Leave Area	The event is triggered when the specified number of objects have left the region of interest.
Object Stops in Area	The event is triggered when an object moves into a region of interest and then stops moving for the specified threshold time.
Direction Violated	The event is triggered when an object moves in the prohibited direction of travel.
Tamper Detection	The event is triggered when the scene unexpectedly changes.

SUPPORTED CLASSIFIED OBJECT TYPES¹

Object Types in Indoor Mode	Person
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¹ Analytics are supported when the camera is installed in the ceiling-mounted orientation mode.

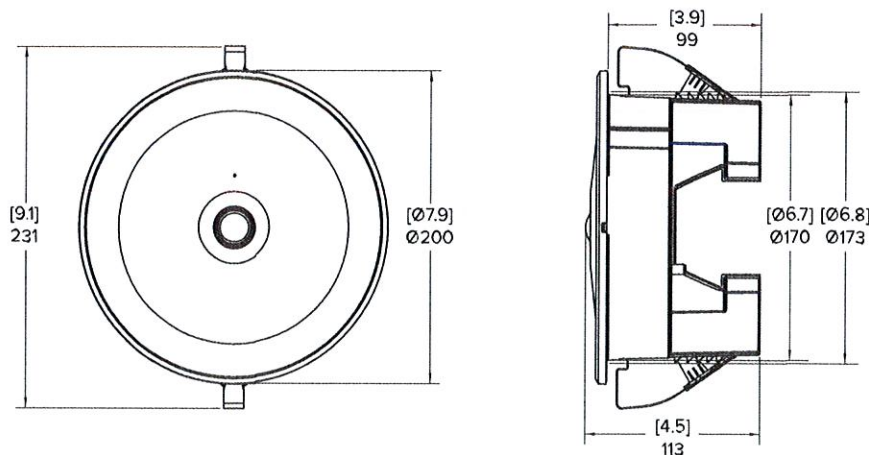
AVIGILON CONTROL CENTER (ACC) VERSIONS SUPPORTED FEATURES

ACC Version 6.14.24 or higher	H.265 supported. Fisheye dewarping is not supported on ACC versions earlier than 6.14.24. Analytics are only supported on ACC 7 systems.
ACC Version 7.12.4 or higher	All supported analytic events with people as classified objects. H.265 supported. Fisheye dewarping is not supported on ACC versions earlier than 7.12.2.

OUTLINE DIMENSIONS

IN-CEILING MOUNT CAMERA (H5A-FE-DC)

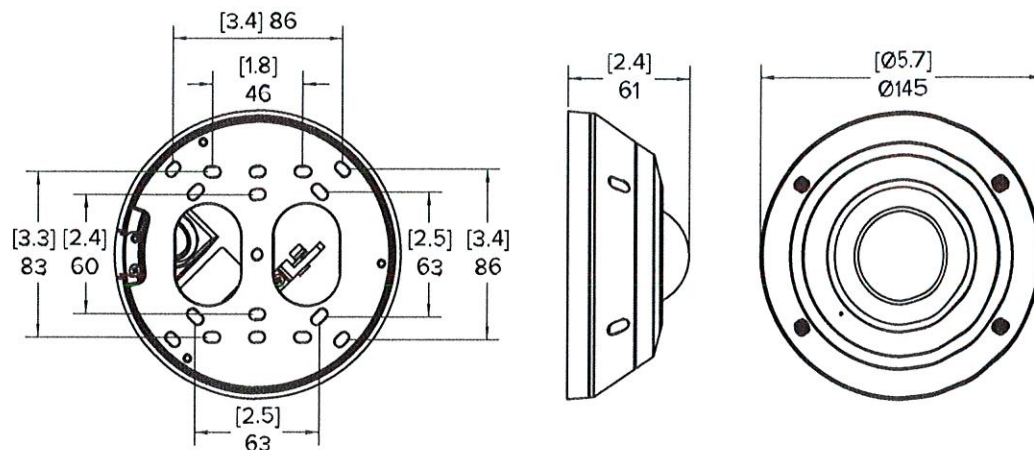
[X.X]	INCHES
X	MM



SURFACE MOUNT CAMERA

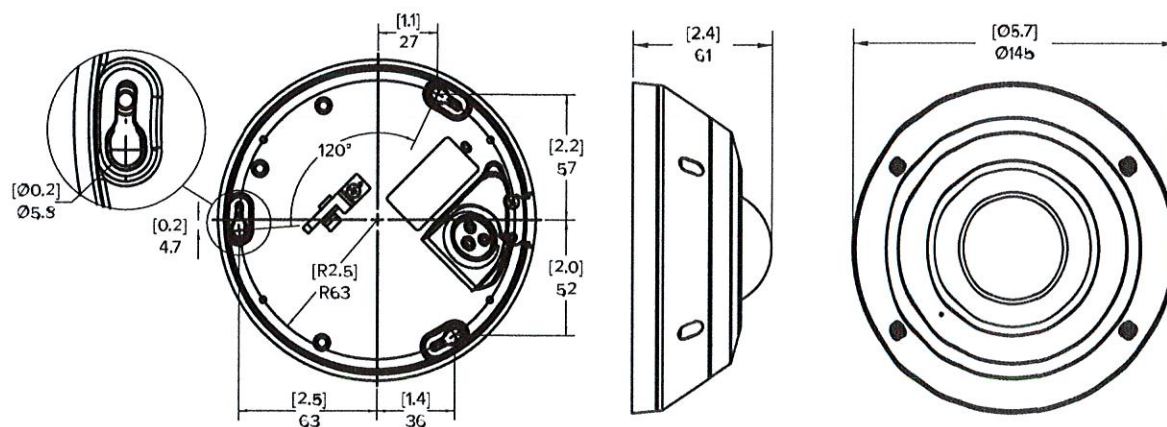
(H5A-FE-DO WITH MOUNTING PLATE)

[X.X]	INCHES
X	MM



(H5A-FE-DO WITHOUT MOUNTING PLATE)

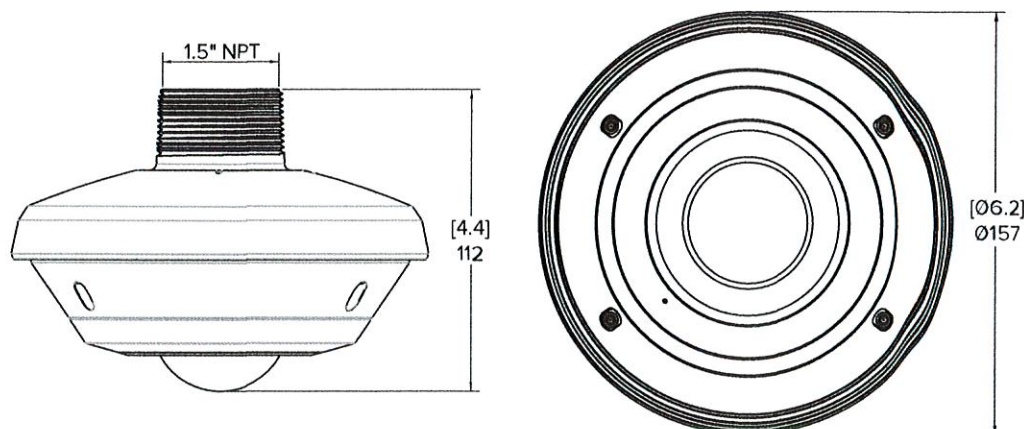
[X.X]	INCHES
X	MM



PENDANT MOUNT CAMERA

(H5A-FE-DO WITH H5A-FE-MT-NPTA1 PENDANT ADAPTER)

[X.X]	INCHES
X	MM



ORDERING INFORMATION

SURFACE MOUNT CAMERA

	MP	WDR	ANALYTICS ¹	LENS	IR	IP66/IP67	HDSM SMARTCODEC	LIGHTCATCHER TECHNOLOGY
8.0C-H5A-FE-DO1	8.0	✓	✓	Fisheye 1.4 mm		✓	✓	✓
8.0C-H5A-FE-DO1-IR	8.0	✓	✓	Fisheye 1.4 mm	✓	✓	✓	✓
12.0W-H5A-FE-DO1	12.0	✓	✓	Fisheye 1.6 mm		✓	✓	
12.0W-H5A-FE-DO1-IR	12.0	✓	✓	Fisheye 1.6 mm	✓	✓	✓	

¹Analytics are supported when the camera is installed in the ceiling-mounted orientation mode.

IN-CEILING MOUNT CAMERA

	MP	WDR	ANALYTICS ²	LENS	IR	IP66/IP67	HDSM SMARTCODEC	LIGHTCATCHER TECHNOLOGY
8.0C-H5A-FE-DC1	8.0	✓	✓	Fisheye 1.4 mm			✓	✓
12.0W-H5A-FE-DC1	12.0	✓	✓	Fisheye 1.6 mm			✓	

²Analytics are supported when the camera is installed in the ceiling-mounted orientation mode.

OPTIONAL CAMERA LICENSES AND ACCESSORIES

H5A-FE-MT-NPTA1	NPT adapter for the H5A Fisheye surface mount camera
CM-MT-WALL1	Pendant wall mount, compatible with H5A-FE-MT-NPTA1
H4-MT-CRNR1	Aluminum corner mounting bracket, compatible with CM-MT-WALL1
H5A-FE-DC-CPNL1	Metal ceiling panel to reinforce the existing ceiling tile in suspended ceiling installations
H5A-FE-DD-CLER1	Package of 3 dome replacement parts for H5A fisheye surface mount camera
CAM-FIPS	Camera license to enable FIPS Level 1 cryptographic mode on any H5A camera

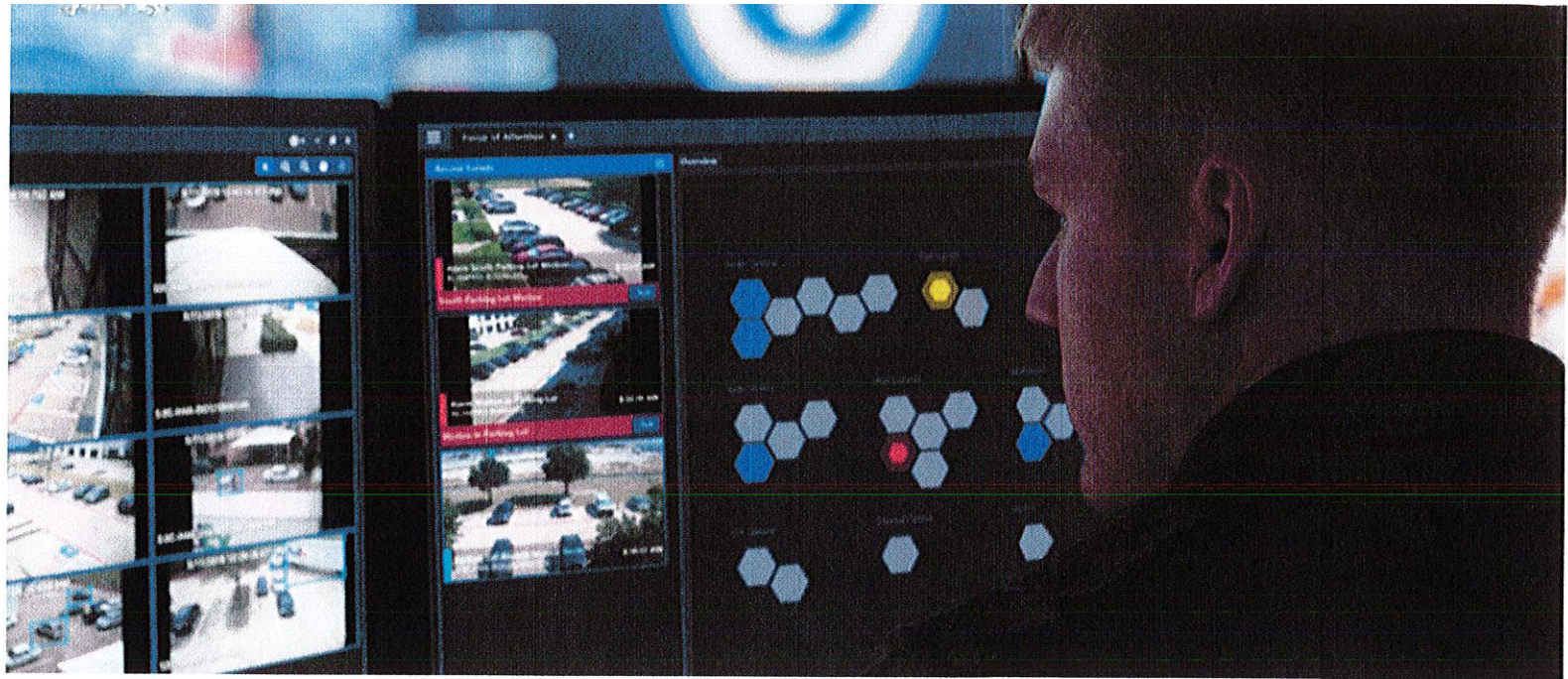
SUPPORT

Learn more and find additional documentation at [avigilon.com](https://www.avigilon.com) or email asksales@avigilon.com for specific product support.



Mar 2021 | Rev 2

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AVIGILON CONTROL CENTER™ 7 SOFTWARE

Avigilon Control Center (ACC) 7, our latest and most advanced version of ACC™ video management software, is designed to revolutionize how operators interact with and gain situational awareness from their video security systems.

FOCUS OF ATTENTION (FOA) INTERFACE

A cutting-edge user interface for live video monitoring that leverages AI and video analytics technologies to determine what information is important and should be presented to security operators.

UNUSUAL MOTION & ACTIVITY DETECTION

Advanced AI technology that highlights the unanticipated by automatically flagging unusual motion and activity. This edge-based intelligence technology distinguishes between typical and atypical events by continuously learning from observation of scenes over time. Unusual Motion Detection (UMD) detects atypical movement, while Unusual Activity Detection (UAD) is object-aware and detects the anomalous speed and location of people and vehicles.

UMD is available on H5SL, H5M, H4SL, H4A and H4 Mini Dome cameras. UAD is available on our H5A camera line.

FACIAL RECOGNITION

AI-powered facial recognition technology that helps organizations accelerate response times by identifying people of interest. People of interest are identified based on one or more secure watch lists managed by authorized users at the organization. Populate watch lists easily by uploading images or finding faces from recorded video. Afterwards, an Appearance Search can quickly be started for any person on a watch list.

Avigilon cameras licensed for facial recognition will search the configured face watch lists for potential matches. If a match is found, operators can be notified either using the FoA interface or through ACC alarms using armed panels or the alarm view. ACC will display the video image that triggered the alarm along with the reference image from the watch list, enabling operators to verify the match and act quickly.



AVIGILON APPEARANCE SEARCH™ TECHNOLOGY

Sophisticated AI-powered video search engine that sorts through hours of video with ease to help quickly locate a specific person or vehicle of interest across an entire site or multiple sites running the same version of ACC software. Search for a person or vehicle of interest by entering a physical description, uploading a photo, or finding an example in recorded video.



ACCESS CONTROL UNIFICATION

ACC software works together with the Access Control Manager (ACM) system to receive and act on ACM™ door events, hardware input events and access grants, empowering operators to unlock access doors directly from a camera view. Identity Verification dynamically displays ACM credentials with ACC camera views. Identity Search can help find a person of interest using their ACM cardholder information.



CLOUD-CONNECTED ACC

Avigilon Cloud Services (ACS) connects existing ACC sites to the cloud for easy and secure remote access to video from a standard web browser. Operators can leverage centralized System Health Monitoring to assess the operational state of cameras and servers from a central location. Benefit from future enhancements of ACS by updating to the latest versions of ACC software.

CYBERSECURITY & PRIVACY PROTECTION

ACC security measures include strong password enforcement, connection authentication and data encryption, as well as strict user permissions to access search functionality that uses personally-identifiable information. Blurred Export helps support compliance with new data protection and privacy requirements of GDPR by allowing you to export Appearance Search results in ACC software while blurring the background of the camera view to feature only the person of interest in the video.

FEDERAL GOVERNMENT COMPLIANCE WITH FIPS 140-2 CERTIFIED ENCRYPTION

For U.S. government agencies and enterprises that require FIPS-compliant cryptography, ACC software offers an option to use Microsoft Windows' FIPS 140-2 certified cryptographic libraries to comply with IT policies.

On the camera side, ACC offers the option to turn on licensed FIPS cryptography on Avigilon cameras. To establish a chain of trust between systems, ACC can be configured to require valid signed certificates from cameras before establishing a trusted connection with them and generate a report on all cameras without valid certificates.

LICENSE PLATE RECOGNITION ANALYTICS

Automatically reads license plate information from vehicles, linking it to both live and recorded video. Create and import multiple vehicle license plate watch lists for instant alarm notification when a license plate match is detected, or search and quickly find specific captured license plate video for verification and investigation.

COVID-19 RESPONSE TECHNOLOGY

Operate safely and comply with local health and safety guidelines with the help of powerful video analytics – natively available to operators on ACC 7 software with no additional licenses required:

Occupancy Counting: Automate the manual counting of people entering and exiting a facility or area. Use real-time cloud-based dashboards on mobile tablets to instruct customers on when to enter or queue.

Social Distancing: Run cloud-based reports in ACS to proactively identify where and when social distancing guidelines are not being followed for corrective action.

No Face Mask Detection: Automate the detection of people not wearing face masks, complete with alarms to flag violations in real-time. Run cloud-based reports in ACS to identify where corrective action is required.

Avigilon H4 Thermal Elevated Temperature Detection (ETD):

ACC is built to work seamlessly with the new Avigilon H4 Thermal ETD solution, which offers a low friction, contactless alternative to traditional screening methods.

For more information visit avigilon.com/acc



*Images of product features and/or interfaces have been simulated for illustrative purposes.

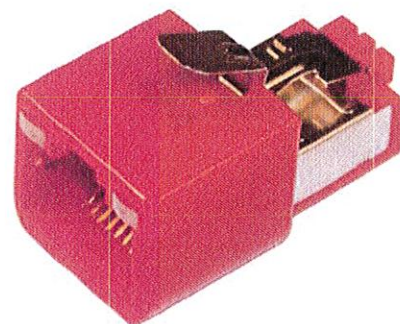
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Vi2001

Single port MaxiiGuard™ Ethernet Surge protector

Features

- Direct in line port plug in module saving valuable equipment space
- Innovative direct in line port plug in module saving valuable equipment space
- Ability to choose only those ports that require extra protection
- The best protection for standard and extended Ethernet runs
- Provides addition port protection for cameras, DVRs and NVRs
- Compatible with 10/100/1000 BaseT port
- Does not require extra ground cable
- Compatible with PoE 802.3af and 802.3at
- Tested and certified to EN61000-4-5 and EN55024 surge standards



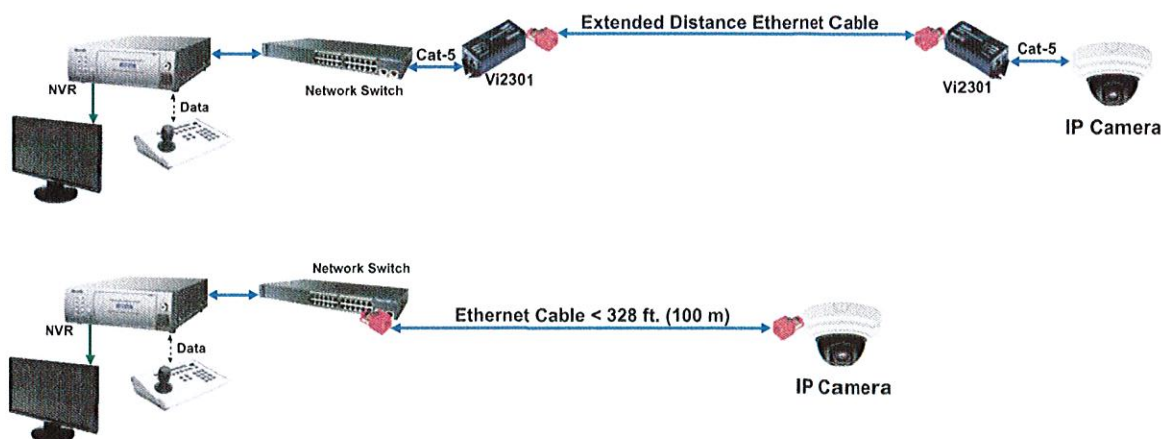
Applications

- Ethernet cable runs subject to exposed elements or operating close to power line and other electrically powered equipment
- Extended distance Ethernet cable runs
- Ethernet Networks in industrial environment
- IP cameras and other network equipment operating in uncontrolled environments such as parking lots, warehouses and perimeter applications

Vigtron's Vi2001 in line Ethernet surge protector is designed to provide protection where cable runs can be subject to electric spikes from outside environmental sources. These spikes can damage equipment. The Vi2001 minimizes this potential by its built in ability to self-discharge these spikes.

Its small format and easy to install is compatible with any RJ45 connector without the need for additional mounting or separate ground cable. Port data transfer is provided at 10/100/1000BaseT. The Vi2001 requires the shield of RJ45 connectors to be connected to chassis ground.

Application Diagrams



Technical Specifications

Electrical

Ethernet Interface	Standard 10/100/1000BaseT
Ethernet Cable	Category 5 or higher
Power Supply	No power required
Status LEDs	Traffic, Link through Light-pipe
Connectors	Male RJ-45, Female RJ-45
GND Connection	Through Metal Tab
Compatible with	IEEE 802.3af PoE, IEEE 802.3at PoE

Compliances

Tested and	IEC 61000-4-2: ESD @ 15Kv (air), 8Kv (contact)
Certified for	IEC 6100-4-5: Lightning @ 8/20us
	IEC 61000-4-2: 2006
	EN 55024:

Compliance Category B

Let through Voltage 1	15Kv (air)
	8Kv (contact)

Environmental

Humidity	0 to 95%, non-condensing
Temperature	Operating: -40°C to +75°C
	Storage: -40°C to +85°C

Mechanical

Dimensions	0.55x0.63x1.1 in., 14x16x28 mm (HxWxL)
Weight	0.009 lb (4 g)

*Specifications subject to change without notice.

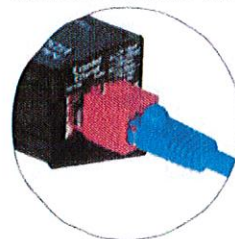
Ordering Information

Part No. Description

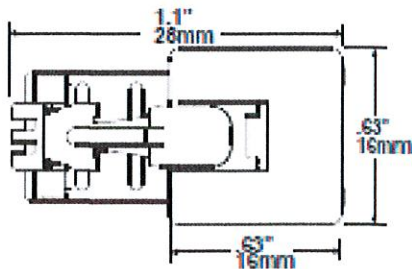
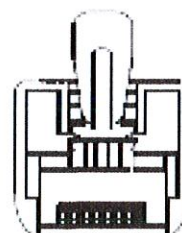
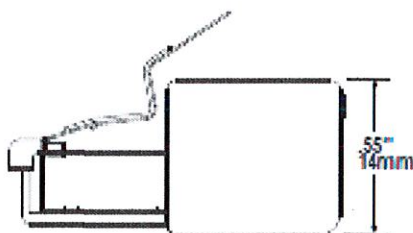
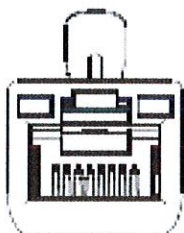
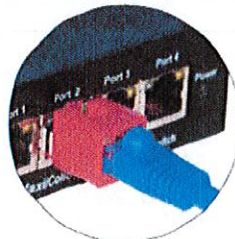
Vi2001	Inline Ethernet Surge Protector
--------	---------------------------------

System Configuration

Extended Distance Ethernet Cable



Standard Distance Ethernet Cable



TEL (+1) 858-484-5209 • FAX (+1) 858-484-1205

7810 Trade Street, Suite 100, San Diego, CA 92121, USA • support@vigatron.com • www.vigatron.com

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**AGREEMENT FOR THE PURCHASE AND INSTALLATION OF
A SECURITY CAMERA NETWORK AND VIDEO MANAGEMENT SYSTEM
FOR THE BARKLEY REGIONAL AIRPORT**

THIS AGREEMENT, made this _____ day of _____, 2021 by and between the **CITY OF PADUCAH**, hereinafter called the **CITY**, and **DALLMANN SYSTEMS, INC.** hereinafter called the **VENDOR**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide a **Security Camera Network and Video Management System** to be used by **Barkley Regional Airport** in full compliance with the Bid Proposal Dated **May 12, 2021** and with this Agreement, the Specifications, Terms and Conditions, and Addendum(s) issued, attached hereto as "Exhibit A."

ARTICLE 2. OWNERSHIP OF THE AIRPORT

Although the City applied for a Kentucky Office of Homeland Security Grant to fund the purchase on behalf of the Barkley Regional Airport, a City partner and economic driver for the community, all equipment, licensing, and software provided by the Vendor to Barkley Regional Airport as a result of this project shall become the property of the airport upon completion.

ARTICLE 3. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Vendor hereby agrees to commence work under this Contract and to fully complete the delivery of the **Security Camera Network and Video Management System** within **60** consecutive calendar days thereafter from the date of this Agreement.

ARTICLE 4. THE CONTRACT SUM

The City agrees to pay the Vendor the following, subject to additions and deductions provided therein: **Seventy thousand one hundred fourteen dollars and seventy-one cents (\$70,114.71)** as quoted in the aforementioned Vendor's Bid Proposal (Exhibit A) and as approved by the Board of Commissioners on _____ by Municipal Order # _____.

ARTICLE 5. PAYMENTS

The City will make Payment in accordance with Exhibit A. The Payment shall constitute full compensation for the work and services authorized herein.

ARTICLE 6. GOVERNING LAW

The Parties agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the Commonwealth of Kentucky. The parties further agree that the venue for any legal proceeding relating to this Agreement shall exclusively be in McCracken County, Kentucky.

ARTICLE 7. THE CONTRACT DOCUMENTS

The Specifications, terms and conditions, and any addendum that may have been issued are fully a part of this Contract as if thereto attached or herein repeated.

IN WITNESS WHEREOF: The parties hereto have executed this Agreement, the day and year first above written.

VENDOR

BY _____
TITLE _____

ADDRESS:

CITY OF PADUCAH, KENTUCKY

BY _____
George Bray, Mayor

ADDRESS:
Post Office Box 2267
Paducah, Kentucky 42002-2267

Agenda Action Form

Paducah City Commission

Meeting Date: July 13, 2021

Short Title: Authorize Application for a FY 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of \$12,325.00 - **B LAIRD**

Category: Municipal Order

Staff Work By: Ty Wilson, 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 \$12,325.

The Paducah Police Department proposes to purchase a radar trailer message board. The speed trailer message board collects speed data for problematic areas. It also provides a visual educational opportunity for motorists who may be operating a motor vehicle at a high rate of speed or in a dangerous area. The electronic message board will display their speed and if they are over the speed limit will display "Slow Down". Blue and red LED lights will also flash if they are over the speed limit. This piece of equipment will be utilized to help reduce the number of speed related crashes, as well as to determine where and when traffic enforcement should be conducted.

There is no match requirement for this grant. The estimated cost of this equipment is \$12,245.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan: There are no communication plans at this time.

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize and direct the Mayor to execute all required grant application documents.

Attachments:

1. MO - app – 2021 Justice Assistance Edward Byrne JAG

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING THE EXECUTION OF A GRANT APPLICATION TO OBTAIN A 2021 EDWARD BYRNE MEMORIAL JUSTICE ACCOUNTABILITY GRANT, THROUGH THE U.S. DEPARTMENT OF JUSTICE, IN THE AMOUNT OF \$12,325, TO BE USED BY THE PADUCAH POLICE DEPARTMENT FOR THE PURCHASE OF A RADAR TRAILER MESSAGE BOARD

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 a grant application to obtain a 2021 Edward Byrne Memorial Justice Accountability Grant, through the U.S. Department of Justice, in the amount of \$12,325, to be used by the Paducah Police Department toward the purchase of a radar trailer message board, to be utilized to help reduce the number of speed related crashes and to determine where and when traffic enforcement should be conducted. This grant does not require a local cash match.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 13, 2021
Recorded by Lindsay Parish, City Clerk, July 13, 2021
\\mo\grants\app – 2021 Justice Assistance Edward Byrne JAG

Agenda Action Form

Paducah City Commission

Meeting Date: July 13, 2021

Short Title: Fleet Maintenance Service Agreement between City of Paducah Fleet Department and Paducah McCracken County Joint Sewer Agency - **C YARBER**

Category: Municipal Order

Staff Work By: Debbie Collins, Jim Scutt

Presentation By: Chris Yarber

Background Information: May 10, 2021, a Fleet Maintenance Service Agreement was entered into for City of Paducah Fleet Department to provide all professional labor, materials, equipment and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the fee schedule for Paducah McCracken County Joint Sewer Agency.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve a Municipal Order for the Fleet Maintenance Service Agreement for City of Paducah Fleet Department to provide all professional labor, materials, equipment and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the fee schedule for Paducah McCracken County Joint Sewer Agency.

Attachments:

1. MO - agree-fleet maintenance services - Paducah-McCracken County JSA
2. JSA - Service Agreement for Fleet Maintenance with labor rates

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING A FLEET MAINTENANCE,
MOTORIZED EQUIPMENT, AND EMERGENCY APPARATUS SERVICE
AGREEMENT WITH PADUCAH-McCRACKEN COUNTY JOINT SEWER
AGENCY TO PROVIDE FLEET MAINTENANCE SERVICES AT HOURLY RATES

WHEREAS, The City of Paducah wishes to enter into a Fleet Maintenance Service Agreement with the Paducah-McCracken County Joint Sewer Agency, for the City of Paducah Fleet Department to provide fleet services at hourly rates.

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

SECTION 1. That the Board of Commissioners hereby approves the City of Paducah Fleet Maintenance, Motorized Equipment and Emergency Apparatus Service Agreement (hereinafter the “Agreement”) with the Paducah-McCracken County Joint Sewer Agency in substantially the form attached hereto and made part hereof (Exhibit A) and ratifies the Mayor’s signature.

SECTION 2. That the hourly labor rates are as follows:

Shop Hourly Labor Rate

Heavy Truck	\$95 per hour
Heavy Equipment	\$95 per hour
Passenger Vehicle	\$85 per hour
Light Truck	\$85 per hour
Small Engine	\$75 per hour

SECTION 3. That the initial term of the Agreement shall be for a period of one (1) year. Such term shall automatically renew at the end of the Initial Term and any subsequent terms thereafter for an additional one (1) year unless either party terminates the Agreement upon 60 day’s written notice in accordance with Paragraph 7 of the Agreement. In addition, the City of Paducah may terminate the Agreement with cause upon thirty days’ written notice for non-payment of fees.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, July 13, 2021

Adopted by the Board of Commissioners, July 13, 2021

mo/agree-fleet maintenance services – Paducah McCracken County JSA

EXHIBIT A

1 *test*

**CITY OF PADUCAH FLEET MAINTENANCE,
MOTORIZED EQUIPMENT, AND EMERGENCY APPARATUS
SERVICE AGREEMENT**

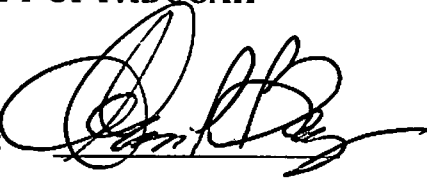
This Fleet Maintenance, Motorized Equipment and Emergency Apparatus Service Agreement (hereinafter "Agreement") is made and entered into by and between the **City of Paducah, Kentucky**, a municipal corporation, (hereinafter "Paducah") and **Paducah McCracken County Joint Sewer Agency** (hereinafter "Customer").

1. **SERVICES.** Paducah agrees to provide all professional labor, materials, equipment, and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the Fee Schedule attached hereto. The Fee Schedule will be updated on January 1st of each applicable year.
2. **HOURS OF OPERATION.** Normal operations are Monday through Friday from 6:30 a.m. until 3:00 p.m., with the exception of holidays. Repairs made outside regular operating hours will be performed at one and one half times the regular hourly fee.
3. **WARRANTY OF WORKMANSHIP.** Paducah will warrant its workmanship on repairs for a period of 30 days following completion of work.
4. **TOWING.** Customer will be responsible for towing any vehicles to the Department.
5. **WORK AUTHORIZATION.** Paducah is authorized to perform work on any equipment in which the fee is less than \$1,000. Any service or repair exceeding \$1,000 shall require prior written authorization from Customer's authorized representative.
6. **TERM.** This Agreement shall become effective on the date signed and be in effect for one year. Thereafter, the Agreement shall automatically renew unless terminated as specified in Paragraph 7.
7. **TERMINATION.** Either Party shall have the right to terminate this Agreement without cause upon sixty (60) days' written notice to the other Party. Paducah may terminate this Agreement with cause upon thirty (30) days' written notice for non-payment of fees.
8. **PAYMENT.** Paducah shall send monthly invoices to Customer with a due date of thirty (30) days. After sixty (60) days of non-payment, this Agreement shall be subject to Termination for Cause.
9. **AUTHORIZED REPRESENTATIVE.** Customer's authorized representative is Lindy Simmons, Purchasing Officer, John Hodges, Executive Director, or Josh Webb, Engineering and Operations Director.
10. **INSURANCE.** Customer shall maintain general and auto liability insurance with a single combined liability limit of not less than \$1,000,000 for claims arising out of and in connection with the provision of service by Paducah under this Agreement. Customer hereby waives any claim against Paducah for any physical damage to its vehicle(s) while in Paducah's custody and control.
11. **INDEMNIFICATION.** Customer shall indemnify, hold harmless, and defend Paducah from and against any and all claims resulting or arising from Paducah's performance, or failure to perform, under this Agreement.

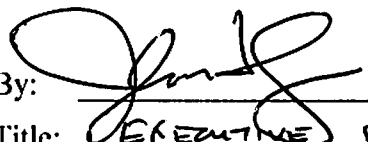
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**CITY OF PADUCAH – FLEET MAINTENANCE, MOTORIZED EQUIPMENT, AND
EMERGENCY APPARATUS SERVICE AGREEMENT**

CITY OF PADUCAH

By: 
Title: Mayor
Date: 5/10/21

CUSTOMER

By: 
Title: EXECUTIVE DIRECTOR
Date: 5/10/21

246362

3 Feb

**CITY OF PADUCAH – FLEET MAINTENANCE, MOTORIZED EQUIPMENT, AND
EMERGENCY APPARATUS SERVICE AGREEMENT**

Shop Hourly Labor Rate Sheet

Heavy Truck -----	\$95.00 per hour
Heavy Equipment -----	\$95.00 per hour
Passenger Vehicle -----	\$85.00 per hour
Light Truck -----	\$85.00 per hour
Small Engine -----	\$75.00 per hour

Agenda Action Form

Paducah City Commission

Meeting Date: July 13, 2021

Short Title: Fleet Maintenance Service Agreement between City of Paducah Fleet Department and Kevil City Fire Department - **C YARBER**

Category: Municipal Order

Staff Work By: Debbie Collins, Jim Scutt

Presentation By: Chris Yarber

Background Information: June 25, 2021, a Fleet Maintenance Service Agreement was entered into for City of Paducah Fleet Department to provide all professional labor, materials, equipment and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the fee schedule for Kevil City Fire Department.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve a Municipal Order for the Fleet Maintenance Service Agreement for City of Paducah Fleet Department to provide all professional labor, materials, equipment and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the fee schedule for Kevil City Fire Department.

Attachments:

1. MO - agree-fleet maintenance services - Kevil City Fire Department
2. Kevil City Service Agreement

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING A FLEET MAINTENANCE,
MOTORIZED EQUIPMENT AND EMERGENCY APPARATUS SERVICE
AGREEMENT WITH KEVIL CITY FIRE DEPARTMENT TO PROVIDE FLEET
MAINTENANCE SERVICES AT HOURLY RATES AND AUTHORIZING THE
MAYOR TO EXECUTE SAME

WHEREAS, the City of Paducah wishes to enter into a Fleet Maintenance Service Agreement with the Kevil City Fire Department for the City of Paducah Fleet Department to provide fleet services at hourly rates.

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

SECTION 1. That the Board of Commissioners hereby authorizes the Mayor to execute the City of Paducah Fleet Maintenance, Motorized Equipment and Emergency Apparatus Service Agreement (hereinafter the “Agreement”) with the Kevil City Fire Department in substantially the form attached hereto and made part hereof (Exhibit A).

SECTION 2. That the hourly labor rates are as follows:

Shop Hourly Labor Rate

Heavy Truck	\$95 per hour
Heavy Equipment	\$95 per hour
Passenger Vehicle	\$85 per hour
Light Truck	\$85 per hour
Small Engine	\$75 per hour

SECTION 3. That the initial term of the Agreement shall be for a period of one (1) year. Such term shall automatically renew at the end of the Initial Term and any subsequent terms thereafter for an additional one (1) year unless either party terminates the Agreement upon 60 day’s written notice in accordance with Paragraph 7 of the Agreement. In addition, the City of Paducah may terminate the Agreement with cause upon thirty days’ written notice for non-payment of fees.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, July 13, 2021
Adopted by the Board of Commissioners, July 13, 2021
mo/agree-fleet maintenance services – Kevil Rural Fire Department

EXHIBIT A

**CITY OF PADUCAH FLEET MAINTENANCE,
MOTORIZED EQUIPMENT, AND EMERGENCY APPARATUS
SERVICE AGREEMENT**

This Fleet Maintenance, Motorized Equipment and Emergency Apparatus Service Agreement (hereinafter "Agreement") is made and entered into by and between the **City of Paducah, Kentucky**, a municipal corporation, (hereinafter "Paducah") and Kenil City Fire Department (hereinafter "Customer").

1. **SERVICES.** Paducah agrees to provide all professional labor, materials, equipment, and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the Fee Schedule attached hereto. The Fee Schedule will be updated on January 1st of each applicable year.
2. **HOURS OF OPERATION.** Normal operations are Monday through Friday from 6:30 a.m. until 3:00 p.m., with the exception of holidays. Repairs made outside regular operating hours will be performed at one and one half times the regular hourly fee.
3. **WARRANTY OF WORKMANSHIP.** Paducah will warrant its workmanship on repairs for a period of 30 days following completion of work.
4. **TOWING.** Customer will be responsible for towing any vehicles to the Department.
5. **WORK AUTHORIZATION.** Paducah is authorized to perform work on any equipment in which the fee is less than \$1,000. Any service or repair exceeding \$1,000 shall require prior written authorization from Customer's authorized representative.
6. **TERM.** This Agreement shall become effective on the date signed and be in effect for one year. Thereafter, the Agreement shall automatically renew unless terminated as specified in Paragraph 7.
7. **TERMINATION.** Either Party shall have the right to terminate this Agreement without cause upon sixty (60) days' written notice to the other Party. Paducah may terminate this Agreement with cause upon thirty (30) days' written notice for non-payment of fees.
8. **PAYMENT.** Paducah shall send monthly invoices to Customer with a due date of thirty (30) days. After sixty (60) days of non-payment, this Agreement shall be subject to Termination for Cause.
9. **AUTHORIZED REPRESENTATIVE.** Customer's authorized representative is Bonnie Rathman
10. **INSURANCE.** Customer shall maintain general and auto liability insurance with a single combined liability limit of not less than \$1,000,000 for claims arising out of and in connection with the provision of service by Paducah under this Agreement. Customer hereby waives any claim against Paducah for any physical damage to its vehicle(s) while in Paducah's custody and control.
11. **INDEMNIFICATION.** Customer shall indemnify, hold harmless, and defend Paducah from and against any and all claims resulting or arising from Paducah's performance, or failure to perform, under this Agreement.

CITY OF PADUCAH – FLEET MAINTENANCE, MOTORIZED EQUIPMENT, AND
EMERGENCY APPARATUS SERVICE AGREEMENT

CITY OF PADUCAH

CUSTOMER

By: _____

Title: Mayor

Date: _____

By: Charles Burnley

Title: Mayor

Date: 6/25/21

246362

Agenda Action Form

Paducah City Commission

Meeting Date: July 13, 2021

Short Title: Fleet Maintenance Service Agreement between City of Paducah Fleet Department and Kevil Rural Fire Department - **C YARBER**

Category: Municipal Order

Staff Work By: Debbie Collins, Jim Scutt

Presentation By: Chris Yarber

Background Information: June 28, 2021, a Fleet Maintenance Service Agreement was entered into for City of Paducah Fleet Department to provide all professional labor, materials, equipment and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the fee schedule for Kevil Rural Fire Department.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve a Municipal Order for the Fleet Maintenance Service Agreement for City of Paducah Fleet Department to provide all professional labor, materials, equipment and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the fee schedule for Kevil Rural Fire Department.

Attachments:

1. MO - agree-fleet maintenance services - Kevil Rural Fire Department
2. Kevil Rural Service Agreement

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING A FLEET MAINTENANCE,
MOTORIZED EQUIPMENT AND EMERGENCY APPARATUS SERVICE
AGREEMENT WITH KEVIL RURAL FIRE DEPARTMENT TO PROVIDE FLEET
MAINTENANCE SERVICES AT HOURLY RATES AND AUTHORIZING THE
MAYOR TO EXECUTE SAME

WHEREAS, the City of Paducah wishes to enter into a Fleet Maintenance Service Agreement with the Kevil Rural Fire Department for the City of Paducah Fleet Department to provide fleet services at hourly rates.

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

SECTION 1. That the Board of Commissioners hereby authorizes the Mayor to execute the City of Paducah Fleet Maintenance, Motorized Equipment and Emergency Apparatus Service Agreement (hereinafter the “Agreement”) with the Kevil Rural Fire Department in substantially the form attached hereto and made part hereof (Exhibit A).

SECTION 2. That the hourly labor rates are as follows:

Shop Hourly Labor Rate

Heavy Truck	\$95 per hour
Heavy Equipment	\$95 per hour
Passenger Vehicle	\$85 per hour
Light Truck	\$85 per hour
Small Engine	\$75 per hour

SECTION 3. That the initial term of the Agreement shall be for a period of one (1) year. Such term shall automatically renew at the end of the Initial Term and any subsequent terms thereafter for an additional one (1) year unless either party terminates the Agreement upon 60 day’s written notice in accordance with Paragraph 7 of the Agreement. In addition, the City of Paducah may terminate the Agreement with cause upon thirty days’ written notice for non-payment of fees.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, July 13, 2021
Adopted by the Board of Commissioners, July 13, 2021
mo/agree-fleet maintenance services – Kevil Rural Fire Department

EXHIBIT A

**CITY OF PADUCAH FLEET MAINTENANCE,
MOTORIZED EQUIPMENT, AND EMERGENCY APPARATUS
SERVICE AGREEMENT**

This Fleet Maintenance, Motorized Equipment and Emergency Apparatus Service Agreement (hereinafter "Agreement") is made and entered into by and between the **City of Paducah, Kentucky**, a municipal corporation, (hereinafter "Paducah") and Kevin Rucal Fire Department, (hereinafter "Customer").

1. **SERVICES.** Paducah agrees to provide all professional labor, materials, equipment, and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the Fee Schedule attached hereto. The Fee Schedule will be updated on January 1st of each applicable year.
2. **HOURS OF OPERATION.** Normal operations are Monday through Friday from 6:30 a.m. until 3:00 p.m., with the exception of holidays. Repairs made outside regular operating hours will be performed at one and one half times the regular hourly fee.
3. **WARRANTY OF WORKMANSHIP.** Paducah will warrant its workmanship on repairs for a period of 30 days following completion of work.
4. **TOWING.** Customer will be responsible for towing any vehicles to the Department.
5. **WORK AUTHORIZATION.** Paducah is authorized to perform work on any equipment in which the fee is less than \$1,000. Any service or repair exceeding \$1,000 shall require prior written authorization from Customer's authorized representative.
6. **TERM.** This Agreement shall become effective on the date signed and be in effect for one year. Thereafter, the Agreement shall automatically renew unless terminated as specified in Paragraph 7.
7. **TERMINATION.** Either Party shall have the right to terminate this Agreement without cause upon sixty (60) days' written notice to the other Party. Paducah may terminate this Agreement with cause upon thirty (30) days' written notice for non-payment of fees.
8. **PAYMENT.** Paducah shall send monthly invoices to Customer with a due date of thirty (30) days. After sixty (60) days of non-payment, this Agreement shall be subject to Termination for Cause.
9. **AUTHORIZED REPRESENTATIVE.** Customer's authorized representative is Brad Pickett
Ronnie Rothman.
10. **INSURANCE.** Customer shall maintain general and auto liability insurance with a single combined liability limit of not less than \$1,000,000 for claims arising out of and in connection with the provision of service by Paducah under this Agreement. Customer hereby waives any claim against Paducah for any physical damage to its vehicle(s) while in Paducah's custody and control.
11. **INDEMNIFICATION.** Customer shall indemnify, hold harmless, and defend Paducah from and against any and all claims resulting or arising from Paducah's performance, or failure to perform, under this Agreement.

CITY OF PADUCAH – FLEET MAINTENANCE, MOTORIZED EQUIPMENT, AND
EMERGENCY APPARATUS SERVICE AGREEMENT

CITY OF PADUCAH

CUSTOMER

By: _____

Title: Mayor

Date: _____

By: Bradley Lisset

Title: Kevil Rural Line Chief

Date: 6-28-21

246362

Agenda Action Form

Paducah City Commission

Meeting Date: July 13, 2021

Short Title: Authorize Contract with Aramark for Uniform Services for use by the Public Works Department, Engineering Department, and Parks Department - **C YARBER**

Category: Municipal Order

Staff Work By: Debbie Collins

Presentation By: Chris Yarber

Background Information: On June 3, 2021, sealed written bids were opened and read aloud for Uniform Services for use by the Public Works Department, Engineering Department and Parks Department. After reasonable consideration of the bids received, the bid submitted by Aramark Uniform Services was found to be the responsive lowest evaluated bid price in accordance with the specifications. Therefore, recommendation is made to accept the Unit Prices given in the June 3, 2021 bid by Aramark Uniform Services. The contract period shall be a Two-Year time period beginning upon execution of the Contract Agreement with two one-year optional renewals upon the mutual agreement of both parties.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority: [Commission Priorities List](#)

Communications Plan:

Funds Available: Account Name: Various Accounts

Account Number:

Staff Recommendation: Approve a Municipal Order authorizing the Mayor to execute a contract with Aramark Uniform Services for Uniform Services for use by the Public Works Department, Engineering Department and Parks Department at the Unit Prices quoted in the Bid Proposal dated June 3, 2021.

Attachments:

1. MO bid- Aramark - Public Works-Eng-Parks 2021
2. Aramark - bid proposal
3. Bid Tab - Uniforms
4. 00330 - Evaluation Form Aramark
5. 00020 - Invitation to Bid
6. Uniform Contract Quick Sheet
7. Proposed Contract-Agreement
8. UniFirst - bid proposal

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF ARAMARK UNIFORM SERVICE FOR UNIFORM SERVICES FOR THE PUBLIC WORKS DEPARTMENT, ENGINEERING DEPARTMENT AND THE PARKS DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

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

SECTION 1. That the City of Paducah accepts the bid of Aramark Uniform Services, for uniform services for the Public Works Department, Engineering Department and Parks Department for the unit prices as shown below for a period of two years, beginning on execution of the Contract Agreement, said purchase being in substantial compliance with the bid specifications, advertisement for bid, and as contained in the bid of Aramark Uniform Service, dated June 3, 2021:

UNIFORM SERVICES UNIT PRICES

ITEM NO.	UNIFORM ITEMS	UNIT BID PRICE
1	Work Shirts - 65/35 poly/cotton blend - short sleeve - two pocket - snap and button styles	\$1.25
2	Work Shirts - 65/35 cotton/poly blend - long sleeve - two pocket - snap and button styles	\$1.25
3	Work Shirts - 100% cotton - short sleeve- two pocket - snap and button styles	\$1.45
4	Work Shirts - 100% cotton - long sleeve- two pocket - snap and button styles	\$.45
5	Work Pants - 65/35 poly/cotton blend - flat front style	\$1.90
6	Work Pants - 65/35 poly/cotton blend - boot cut flare style	\$1.90
7	Work Pants - 65/35 poly/cotton blend - side elastic style	\$1.90
8	Work Pants - 65/35 poly/cotton blend - pleated style	\$1.90
9	Work Pants - 100% cotton - two front pockets	\$2.25
10	Executive Oxford Shirts - 60/40 cotton/poly short sleeve	\$2.50
11	Executive Oxford Shirts - 60/40 cotton/poly long sleeve	\$2.50
12	Executive Polo Knit Shirts - 100% poly short sleeve	\$1.45

13	Coveralls - 65/35 poly/cotton blend	\$1.00
14	Coveralls – 100% cotton	\$1.00
15	Work Jackets - 65/35 poly/cotton blend - long panel front	\$.25
16	Work Jackets - 65/35 poly/cotton blend - short length	\$.25

ADDITIONAL ITEMS UNIT PRICES

ITEM NO.	ADDITIONAL ITEMS	UNIT BID PRICE
17	Shop Towels	\$.03
18	Fender Covers	\$.25
19	3' x 5' walk-off mats	\$1.00
20	3' x 10' walk-off mats	\$2.25
21	4' x 6' walk-off mats	\$1.50
22	Dust mops- 24"	\$.50
23	Dust mops-36"	\$.75
24	Wet mops	\$.75
25	Handle for mops	\$0.00
26	Laundry Bag and stand	\$0.00

SECTION 2. That the Mayor is hereby authorized to execute a contract with Aramark Uniform Service, for furnishing the City with uniform services as authorized in Section 1 above, according to the specifications, bid proposal, and all contract documents heretofore approved and incorporated in the bid. Said contract is for a two-year time period beginning upon execution of the Contract, with two one-year optional renewals upon the mutual agreement of both parties.

SECTION 3. That payment for said uniform services shall be charged to Various Accounts

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 13, 2021
Recorded by Lindsay Parish, City Clerk, July 13, 2021
\\mo\bid-Aramark –Public Works- Eng.- Parks - 2021

CITY OF PADUCAH , KENTUCKY
ENGINEERING-PUBLIC WORKS DEPARTMENT

Uniforms for Public Works, Engineering & Parks Department

LOWEST EVALUATED BID

Bid Opening: 2:00 p.m., CST, on Thursday, June 3, 2021

BID RECOMMENDED FOR ACCEPTANCE			Yes			
OFFICIAL BIDDER OF RECORD:			Aramark Uniform Services James B. Flowers 210 Tice Road Mayfield, KY 42066 270-247-5058		Unifirst Corp Nathaniel Curtsinger 150 Kraft St Clarksville, TN 37040 931-645-8323	
	Contact:					
	Mailing Address:					
ITEM NO	UNIFORM ITEMS	APPROX # OF EMPLOYEES*	UNIT BID PRICE	APPROX # X UNIT BID PRICE	UNIT BID PRICE	APPROX # X UNIT BID PRICE
1	Work Shirts - Unit Bid Price is for 11 Shirts - 65/35 poly/cotton blend - short sleeve - two pocket - snap and button styles	50	\$1.25	\$62.50	\$1.24	\$62.00
2	Work Shirts - Unit Bid Price is for 11 Shirts- 65/35 cotton/play blend - long sleeve - two pocket - snap and button styles	50	\$1.25	\$62.50	\$1.24	\$62.00
3	Work Shirts - Unit Bid Price is for 11 Shirts - 100% cotton - short sleeve- two pocket - snap and button styles	20	\$1.45	\$29.00	\$1.45	\$29.00
4	Work Shirts - Unit Bid Price is for 11 Shirts - 100% cotton - long sleeve- two pocket - snap and button styles	20	\$1.45	\$29.00	\$1.45	\$29.00
5	Work Pants - Unit Bid Price is for 11 Pants - 65/35 play/cotton blend - flat front style	25	\$1.90	\$47.50	\$1.90	\$47.50
6	Work Pants - Unit Bid Price is for 11 Pants - 65/35 play/cotton blend - boot cut flare style	20	\$1.90	\$38.00	\$1.90	\$38.00
7	Work Pants - Unit Bid Price is for 11 Pants - 65/35 play/cotton blend - side elastic style	5	\$1.90	\$9.50	\$1.90	\$9.50
8	Work Pants - Unit Bid Price is for 11 Pants - 65/35 play/cotton blend - pleated style	5	\$1.90	\$9.50	\$1.90	\$9.50
9	Work Pants - Unit Bid Price is for 11 Pants - 100% cotton - two front pockets	20	\$2.25	\$45.00	\$2.25	\$45.00
10	Executive Oxford Shirts - Unit Bid Price is for 11 Shirts - 60/40 cotton/poly short sleeve	5	\$2.50	\$12.50	\$2.50	\$12.50
11	Executive Oxford Shirts - Unit Bid Price is for 11 Shirts - 60/40 cotton/poly long sleeve	5	\$2.50	\$12.50	\$2.50	\$12.50
12	Executive Polo Knit Shirts - Unit Bid Price is for 11 Shirts - 100% poly short sleeve	5	\$1.45	\$7.25	\$1.10	\$5.50
13	Coveralls - Unit Bid Price is for 2 Coveralls - 65/35 poly/cotton blend	20	\$1.00	\$20.00	\$0.70	\$14.00
14	Coveralls - Unit Bid Price is for 2 Coveralls – 100% cotton	15	\$1.00	\$15.00	\$0.86	\$12.90
15	Work Jackets - Unit Bid Price is for 2 Jackets - 65/35 poly/cotton blend - long panel front	35	\$0.25	\$8.75	\$0.25	\$8.75
16	Work Jackets - Unit Bid Price is for 2 Jackets - 65/35 poly/cotton blend - short length	35	\$0.25	\$8.75	\$0.25	\$8.75

ITEM NO	ADDITIONAL ITEMS	APPROX NUMBER*	UNIT BID PRICE	APPROX # X UNIT BID PRICE	UNIT BID PRICE	APPROX # X UNIT BID PRICE
17	Shop Towels	1,000	\$0.03	\$30.00	\$0.03	\$30.00
18	Fender Covers	50	\$0.25	\$12.50	\$0.25	\$12.50
19	3' x 5' walk-off mats	15	\$1.00	\$15.00	\$1.00	\$15.00
20	3' x 10' walk-off mats	15	\$2.25	\$33.75	\$2.25	\$33.75
21	4' x 6' walk-off mats	8	\$1.50	\$12.00	\$1.50	\$12.00
22	Dust mops - 24"	5	\$0.50	\$2.50	\$0.36	\$1.80
23	Dust mops -36"	3	\$0.75	\$2.25	\$0.54	\$1.62
24	Wet mops	10	\$0.75	\$7.50	\$0.24	\$2.40
25	Handle for mops	10	No Charge	\$0.00		\$0.00
26	Laundry Bags and stands	2	No Charge	\$0.00		\$0.00
TOTAL MULTIPLIED AMOUNT				\$532.75		\$515.47

*** NOTE: The use of the “Approximate Number of Employees” and the “Approximate Number x Unit Bid Price” will be used to assist in determination of the “Lowest Bid Price” ONLY.
Bidder understands that the City will not guarantee any quantity nor will the City guarantee a total Contract amount.
The Successful Bidder’s “Unit Bid Prices” will be utilized as the Contract Prices.

ADDITIONAL INFORMATION:

Additional charge for shirts larger than: _____ size	No	No
Additional charge for pants larger than: _____ size	No	No
Insurance Protection - Per employee	\$0.95	\$0.65
Hypoallergenic detergent used in cleaning of uniforms and other supplies?	Yes	Yes
Additional charge for using Hypoallergenic detergent	No	N/A

PREFERENCE TO KENTUCKY BIDDERS:

State Bidder is Resident	Yes	No
If Not KY Resident - Preference given	N/A	N/A
Addition Reciprocal Preference for KY Bidders	N/A	N/A

REQUIRED DOCUMENTS:

1. Bid Bond - \$5,000	Yes	No
2. Compliance with Tech Specs form	Yes	No
3. Exceptions of Non-Compliance Attached	N/A	N/A
4. Certifications Signed and Notarized	Yes	Yes
5. References	Yes	No
6. Proposed Written Schedule	Yes	No
7. Additional Information	N/A	N/A
Facility Location:	Mayfield, KY	Branch - Clarksville, TN

RESPONSIVE & RESPONSIBLE BIDDER:	Yes	NO
EVALUATION SCORE:	100	

Uniform Contract

- There is a calculation error on the bid item 6 (Work Pants) which accounts for a small change between the actual bid and the bid tab total.
- Aramark and UniFirst were the only companies to request bid packets.
- Unifirst was declared non-responsive/responsible bidder due to non-compliance with bid specifications.
- Aramark was the previous provider and has continued to do so without a contract and has been doing so since November of 2020.

CITY OF PADUCAH, KENTUCKY

**AGREEMENT FOR UNIFORM SERVICES
FOR THE PUBLIC WORKS, ENGINEERING & PARKS DEPARTMENT**

THIS AGREEMENT, made this 18th day of JUNE, 2021 by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and Aramark Uniform Service, hereinafter called the **VENDOR**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor agrees to furnish all the necessary materials and services necessary to provide **Uniform Services for the Public Works Department, Engineering Department and the Parks Department**. The Uniforms supplied shall be in accordance with this Agreement, Specifications and any Addendum(s) issued.

Throughout the performance of this Contract, the Public Works Director of the City of Paducah shall, in all respects, be acting as agent for the Owner, City of Paducah.

ARTICLE 2. CONTRACT TIME

The contract period shall be a **Two-Year** time period beginning upon execution of the Contract Agreement. The contract shall be binding upon the City and the Vendor, his partners, successors, assigns, and legal representatives for a beginning upon execution of the Contract Agreement. Neither the City nor the Vendor shall have the right to assign, transfer, or sublet their interests or obligations hereunder without consent of the other party.

The term of the Contract may be renewable for **Two additional One-Year** terms, upon the mutual agreement of both parties. The Public Works Director, acting as agent for the Owner, shall determine, in his sole discretion, the Owner's option to renewal. This renewal option shall be exercised by both parties executing and delivering each written **One-Year Renewal Agreement**. The City reserves the right to rent said Contract items at the quoted unit prices until the **One-Year Renewal Agreement** has been executed by the parties. However, in no case shall the Vendor be bound to supply the Contract items at these prices past the ending of the Contract time period.

ARTICLE 3. THE CONTRACT PRICES

The Owner shall pay the Vendor for Uniform Services at the Unit Prices quoted in the Bid Proposal by the Vendor dated 06/18/2021, which shall constitute full compensation for the Services authorized herein.

Contract Unit Prices shall begin upon the execution of this Agreement. Bid prices are firm and will not be altered during the contract period. The Vendor agrees that no minimum amount of purchase shall be required. Unit Prices shall include sales tax and all other applicable taxes and fees.

ARTICLE 4. PROGRESS PAYMENTS

The Vendor may submit each month, and no more than once a month, a Request for Payment for Services completed in accordance with the Specifications. The Owner will make partial payments on or about thirty, (30) days after submission of a properly completed invoice and approval of the completed Services.

UNIFORM SERVICES UNIT PRICES

ITEM NO.	UNIFORM ITEMS	UNIT BID PRICE
1	Work Shirts - 65/35 poly/cotton blend - short sleeve - two pocket - snap and button styles	\$ 1.25
2	Work Shirts - 65/35 cotton/poly blend - long sleeve - two pocket - snap and button styles	\$ 1.25
3	Work Shirts - 100% cotton - short sleeve- two pocket - snap and button styles	\$ 1.45
4	Work Shirts - 100% cotton - long sleeve- two pocket - snap and button styles	\$ 1.45
5	Work Pants - 65/35 poly/cotton blend - flat front style	\$ 1.90
6	Work Pants - 65/35 poly/cotton blend - boot cut flare style	\$ 1.90
7	Work Pants - 65/35 poly/cotton blend - side elastic style	\$ 1.90
8	Work Pants - 65/35 poly/cotton blend - pleated style	\$ 1.90
9	Work Pants - 100% cotton - two front pockets	\$ 2.25
10	Executive Oxford Shirts - 60/40 cotton/poly short sleeve	\$ 2.50
11	Executive Oxford Shirts - 60/40 cotton/poly long sleeve	\$ 2.50
12	Executive Polo Knit Shirts - 100% poly short sleeve	\$ 1.45
13	Coveralls - 65/35 poly/cotton blend	\$ 1.00
14	Coveralls - 100% cotton	\$ 1.00
15	Work Jackets - 65/35 poly/cotton blend - long panel front	\$.25
16	Work Jackets - 65/35 poly/cotton blend - short length	\$.25

ADDITIONAL ITEMS UNIT PRICES

ITEM NO.	ADDITIONAL ITEMS	UNIT BID PRICE
17	Shop Towels	\$.03
18	Fender Covers	\$.25
19	3' x 5' walk-off mats	\$ 1.00
20	3' x 10' walk-off mats	\$ 2.25
21	4' x 6' walk-off mats	\$ 1.50
22	Dust mops- 24"	\$.50
23	Dust mops-36"	\$.75
24	Wet mops	\$.75
25	Handle for mops	\$ 0.00
26	Laundry Bag and stand	\$ 0.00

ARTICLE 5. THE CONTRACT DOCUMENTS

The Specifications and any addendum that may have been issued are fully a part of this Contract as if thereto attached or herein repeated.

IN WITNESS WHEREOF: The parties hereto have executed this Agreement, the day and year first above written.

VENDOR Aramark Uniform Service

BY James B. Flowers



ADDRESS:

210 Tice Rd. Mayfield KY 42066

CITY OF PADUCAH, KENTUCKY

BY _____

George P. Bray, Mayor

ADDRESS:

Post Office Box 2267
Paducah, Kentucky 42002-2267

Agenda Action Form

Paducah City Commission

Meeting Date: July 13, 2021

Short Title: Declaration of Trust and Trust Partnership Agreement for the Kentucky League of Cities Workers' Compensation Trust - **S SUAZO**

Category: Municipal Order

Staff Work By: Stefanie Suazo

Presentation By: Stefanie Suazo

Background Information: Insurance regulations as they pertain to self-insured associations requires pool members to execute a participation agreement annually. These agreements were signed when the City first became a member of the Kentucky League of Cities insurance pool, and the annual re-signing does not change any of the provisions contained in those original agreements.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Sign KLC Participation Agreement to remain in self-insured pool.

Attachments:

1. MO agree – Declaration of Trust & Trust Participation WC KLC 2021
2. WC Trust Agreement FY2022

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A
DECLARATION OF TRUST AND TRUST PARTICIPATION AGREEMENT WITH THE
KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES FOR THE WORKERS
COMPENSATION TRUST

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

SECTION 1. That the City of Paducah hereby authorizes the Mayor to execute
the Declaration of Trust and Trust Participation Agreement with the Kentucky League of Cities
Insurance Services for the Workers Compensation Trust.

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

Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 13, 2021

Recorded by Lindsay Parish, City Clerk, July 13, 2021

\mo\ agree – Declaration of Trust & Trust Participation WC - KLC 2021

City Of Paducah

**DECLARATION OF TRUST
AND
TRUST PARTICIPATION AGREEMENT
FOR THE
KENTUCKY LEAGUE OF CITIES
WORKERS' COMPENSATION TRUST**

This Declaration of Trust and Trust Participation Agreement (Agreement) is made and entered into by and between the Kentucky League of Cities Insurance Services (the "KLCIS") an unincorporated, nonprofit association with its principal place of business located at 100 East Vine Street, Suite 800, Lexington, Kentucky 40507, and such cities, urban-county governments, and other municipal boards, agencies, and authorities, which become members of the KLCIS and participants in the Kentucky League of Cities Workers' Compensation Trust.

WITNESSETH:

WHEREAS, various cities, urban-county governments, and municipal boards, agencies, and authorities within the Commonwealth of Kentucky have duly established the KLCIS as a legal and administrative entity through the Interlocal Agreement to Establish the Kentucky League of Cities Insurance Services (Interlocal Agreement), as authorized by Sections 65.210 to 65.300, inclusive, of the Kentucky Revised Statutes (KRS); and

WHEREAS, the KLCIS has been delegated and may exercise various powers and authorities, including the power to create and administer for the benefit of its members a Workers' Compensation Trust (the "Trust"), whereby the participating members join together in a workers' compensation self-insurance group as authorized by KRS 342.350(4); and

WHEREAS, the KLCIS Articles of Association and Bylaws, which have been ratified and accepted by each of the members, require each member, as a condition of participation in the Trust, to execute a binding trust participation agreement which sets forth the authorities, rights, duties, and liabilities of the participating member and the KLCIS with respect to the operation of the Trust.

NOW, THEREFORE, in consideration of the premises stated, the mutual covenants and obligations herein contained, and the mutual benefits to be derived by each party, the parties hereto covenant and agree as follows:

SECTION 1. DECLARATION OF TRUST. The Trust shall be operated by the KLCIS Board of Trustees as agent and representative of the participating members of the Trust. The Trust shall be a nonprofit entity. It shall consist of funds collected from the participating members and interest earned on the investment of such funds. All funds collected from the participating members, including all interest earned on any investments, shall be held and used solely for the benefit of the participating members and solely for purposes related to the operation of the Trust as a workers' compensation self-insurance group. All funds collected and

held by the Trust, including any interest earned on investments, which are not paid for administrative expenses, or paid or reserved for payment for workers' compensation benefits and related expenses, shall accrue to the benefit of and remain the property of the participating members. The Trust funds may be returned to the participating members in the form of dividends, or a reduction of contributions, charges, or assessments for future years, at the discretion of and in accordance with a plan adopted by the KLCIS Board of Trustees, which plan shall be consistent with any applicable state laws or regulations and this Agreement.

SECTION 2. MEMBERSHIP. Only those cities, urban-county governments, and other public agencies and political subdivisions of the Commonwealth which are members of the KLCIS shall be eligible to participate in the Trust. The KLCIS Board of Trustees shall be the sole judge as to whether any member of the KLCIS shall be allowed to participate in the Trust. The KLCIS Board of Trustees shall not accept as a member of the Trust, any employer that does not have a net worth at least two (2) times its estimated annual assessment, unless the employer pays its full annual assessment in advance. The KLCIS Board of Trustees shall not accept as a member of the Trust any employer that does not meet all other qualifications for membership, as set forth in the KLCIS bylaws. All new members of the Trust shall meet all the requirements of an original member.

SECTION 3. COMPLIANCE WITH LAWS AND TRUST REGULATIONS. Each participating member agrees that it will at all times abide by the terms of the Interlocal Agreement; the KLCIS Articles of Association and Bylaws; this Declaration of Trust and Trust Agreement; the provisions of the Kentucky Worker's Compensation Act; the Kentucky Revised Statutes, Chapter 304, Subtitle 50; the rules and regulations of the Kentucky Worker's Compensation Board and the Office of Insurance; any other applicable regulations or statutes; or the rules, regulations, standards, procedures and decisions of the KLCIS Board of Trustees for operation of the Trust.

SECTION 4. TERMINATION OR SUSPENSION OF MEMBERSHIP. The KLCIS Board of Trustees shall have the authority to terminate or suspend a member's participation in the Trust for any failure to abide by the Interlocal Agreement; the KLCIS Articles of Association and Bylaws; this Declaration of Trust and Trust Agreement; the provisions of the Kentucky Worker's Compensation Act, the Kentucky Revised Statutes, Chapter 304, Subtitle 50; the rules and regulations of the Kentucky Workers' Compensation Board and the Office of Insurance; any other applicable regulations or statutes; or the rules, regulation, standards, procedures or decisions of the KLCIS Board of Trustees for operation of the Trust. A member may also be terminated or suspended for failure to timely pay any annual or supplementary contribution established by the Board of Trustees; or for any other action or omission deemed by the Board of Trustees to be detrimental to the fiscal soundness or efficient operation of the Trust, including, but not limited to an adverse claims experience or lack of cooperation with safety and loss prevention policies adopted by the Board of Trustees.

Before terminating or suspending any member's participation in the Trust, the Board of Trustees shall give the member and the Office of Workers' Claims at least thirty (30) days notice of the termination or suspension. However, if termination is for failure of the member to pay the premium or assessments due, the Board of Trustees shall give the member and the Executive Director of the Office of Insurance ten (10) days advance notice of such

termination. In the case of a termination or suspension for any reason other than the nonpayment of contributions, the notice of termination or suspension shall inform the participating member that a hearing may be requested before the Board of Trustees. In the event of a termination or suspension for nonpayment of contributions, the member shall have no right to a hearing. All terminations or suspensions shall be effective as of the date and upon the terms and conditions specified by the Board of Trustees in its notice of termination or suspension, or as otherwise determined by the Board after a hearing.

The Trust and its remaining participating members shall incur no liability as a result of any act or acts of a former member occurring after the effective date of the termination or suspension, except as may be provided in this Agreement.

After termination or suspension, the former member shall remain fully liable for its proportionate share of all claims against the Trust which were created or arose during the time the former member was a participating member, including its proportionate share of any expenses assignable to the period the former member was a participating member, and for any costs, including reasonable attorneys fees, incurred by the Trust to collect such amounts from the former member.

SECTION 5. INDIVIDUAL MEMBER WITHDRAWAL. Any participating member may withdraw from participation in the Trust after sixty (60) days written notice to the Board of Trustees and to the Office of Workers' Claims; provided that the withdrawing member has discharged all of its obligations to the Trust. The Board of Trustees shall send a written acknowledgement of the withdrawal to the withdrawing member. Upon withdrawal, the former member shall remain fully liable for its proportionate share of all claims against the Trust which were created or arose during the period the former member was a participating member of the Trust, including its proportionate share of any expenses of the Trust assignable to the period the former member was a participating member, and any costs, including reasonable attorneys fees, incurred by the Trust to collect such amounts from the former member.

SECTION 6. TRUST DISSOLUTION. The Board of Trustees shall have the authority to terminate the Trust by a vote of a majority of the entire membership of the Board of Trustees. In such event, the Board of Trustees shall:

- a. File a detailed plan of dissolution with the Executive Director of the Office of Insurance for prior approval;
- b. Provide (60) days written notice by certified mail to the Executive Director of the Office of Insurance and each group member;
- c. Pay approved dividends, but no sooner than three (3) years following the dissolution of the Trust; and
- d. Establish arrangements for the continued payment and servicing of all outstanding claims, including incurred but not reported, and all other obligations of the Trust.

The dissolution of the Trust shall not operate to diminish or eliminate any rights or obligations of the participating members with respect to any claims or expenses arising prior to the effective date of the dissolution.

SECTION 7. FUNDING OF THE TRUST. The Trust shall be financed through the annual and supplementary contributions established by the Board of Trustees and paid by the participating members and through income earned from the investment of Trust funds. All annual and supplementary contributions shall be computed and established by the Board of Trustees based on actuarial evaluations, rating plans, and other analyses of the amounts necessary for the payment of claims, the payment of premiums for insurance, excess insurance, and bonds, the payment of principal and interest on any debt incurred to operate the Trust, the establishment and maintenance of reserves, and the payment of any and all expenses of the Trust reasonably and lawfully incurred.

The Board of Trustees shall notify each participating member of the amount of each annual or supplementary contribution at least thirty (30) days in advance of the due date. Each participating member agrees to timely pay, in accordance with Kentucky Revised Statutes Chapter 304, Subtitle 50, Section 055 and/or any rules for payment established by the Board of Trustees, all annual and supplementary contributions established by the Board of Trustees and agrees that the failure to timely pay any contributions due may, at the discretion of the Board of Trustees, result in the immediate termination or suspension of the participating member. Ten (10) days advance notice of such termination or suspension shall be given to the member and the Executive Director of the Office of Workers' Claims.

SECTION 8. INDEMNITY AGREEMENT. The participating members of the Trust will jointly and severally assume and discharge any lawful awards allowed under the Kentucky Worker's Compensation Act against any member of the Trust, which awards shall have been sustained by the court where an appeal by either party has been taken. The participating members of the Trust shall be jointly and severally liable to pay premiums and assessments established by the Board of Trustees, based upon appropriate classifications and rates, into a designated cash reserve fund out of which lawful claims, awards, and expenses shall be paid.

SECTION 9. USE OF TRUST FUNDS. All contributions and assessments paid to the Trust by the participating members and all earnings from the investment of those funds shall accrue to the benefit of and shall be the property of the participating members. No funds of the Trust shall be expended for any purpose other than the payment of claims and related expenses, the establishment of reasonable reserves, the payment of principal and interest on any debt incurred to fund the operations of the Trust, and the payment of any and all reasonable and necessary expenses incurred to operate the Trust. No funds of the Trust may be borrowed by any member or any other person, including the Board of Trustees and service agents. The Board of Trustees shall be obligated to return any surplus funds to the participating members, but only at such times and upon such terms and conditions as may be determined by the Board of Trustees in accordance with this Agreement, the KLCIS Articles of Association and Bylaws, and any applicable state laws or regulations.

SECTION 10. INVESTMENT OF TRUST FUNDS. All funds of the Trust which are not needed to pay current obligations shall be invested by, or at the direction of, the Board of Trustees in accordance with the requirements set forth in the Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 055.

SECTION 11. CALCULATION AND DISTRIBUTION OF SURPLUS FUNDS.

Subject to the limitations imposed in this section and elsewhere in this Agreement, the Board of Trustees, in its sole discretion, may make periodic distribution of surplus funds. For purposes of this section, the term "surplus funds" shall have the same meaning as the term is defined in Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 015 (35). The Board of Trustees shall have the authority to decide when the distribution of surplus funds is to be made, the fiscal year(s) to which the distribution is applicable, the amount to be distributed, and the basis for the distribution. Participating members shall be eligible to receive distributions of surplus funds, but only in accordance with the provisions of this Agreement and the formula for distribution adopted by the Board of Trustees. No distribution of surplus funds attributable to any fiscal year shall be made sooner than thirty-six (36) months after the expiration of that fiscal year. Members having withdrawn from the Trust shall be eligible to receive a portion of the distribution of surplus funds, if any, in accordance with the dividend plan established by the Board of Trustees. In addition, no distributions made under a dividend plan shall be disbursed unless the Trust has notified the Executive Director of the Office of Insurance of its intent to make a dividend payment at least thirty (30) days prior to the payment, and the Executive Director of the Office of Insurance has not disapproved the payment within that time.

Dividends shall be paid or credited to members according to the reasonable classifications established by the Trustees and shall not unfairly discriminate between members of the same classification. The Board of Trustees shall calculate each participating member's proportionate share of surplus funds in accordance with a written formula adopted by the Board of Trustees. The formula shall be structured to support and foster the purposes and objectives for which the Trust was created. The formula may include any factors which, in the discretion of the Board of Trustees, reflect the purposes and objectives of the Trust, including, but not limited to: individual member loss experience; individual member contributions relative to total contributions; and the duration of Trust participation. The formula adopted by the Board of Trustees may provide that a failure to comply with risk management standards or recommendations, or the existence of a specified loss-to-contributions ratio shall disqualify a participating member from receiving all, or a specified portion, of the participating member's share of the surplus funds.

As an alternative to the payment of direct dividends, the Board of Trustee may elect to use all or any portion of the surplus funds attributable to any fiscal year to reduce the contributions otherwise payable by the participating members for subsequent fiscal years. Any participating member may elect to have the distribution of its proportionate share of surplus funds applied as a credit against future contributions.

SECTION 12. EXCESS INSURANCE. The Board is authorized to obtain reinsurance or excess insurance coverage in such specific and aggregate amounts and with such limits and retentions as the Board of Trustees may deem necessary and as may be required by Kentucky Administrative Regulations, Title 806, Chapter 52, Section 020; Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 120; and any other applicable laws or regulations to protect the financial solvency of the Trust.

SECTION 13. BONDS, SECURITY DEPOSITS & OTHER FUNDING SOURCES. The Board is further authorized to obtain other insurance, letters of credit, lines of credit, fidelity bonds or other funding sources from approved financial institutions which, in the

judgment of the Board, may be necessary or desirable in order to furnish additional security and resources for the payment of claims, losses, and expenses covered by the Trust in excess of the contributions paid by the participating members or to establish and maintain necessary reserves, or which may be required by Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 045; Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 050 (1) and (2); and any and all other applicable statutes or regulations.

SECTION 14. BOARD OF TRUSTEE REPORTS. The Board of Trustees shall be required to make the following reports:

- a. The Board of Trustees shall utilize the services of an independent certified public accountant to conduct an annual audit of the Trust and shall file a copy of the audit with the Office of Insurance within 120 days of the end of each fiscal year of the Trust.
- b. Within 120 days of the end of each fiscal year of the Trust, the Board of Trustees may, upon request, furnish participating members of the Trust with a statement setting forth all premiums, losses, and expenses, and the allocation of assessments and the distribution of dividends among the Trust members.
- c. The Board of Trustees shall utilize the services of a qualified actuary to provide an actuarial opinion and a supporting reserve study regarding reserves for known claims and expenses associated with such claims and shall file a copy of the opinion and reserve study with the Office of Insurance within 120 days of the end of each fiscal year of the Trust.
- d. The Board of Trustees shall file all other reports as may be required by Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 060; Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 110; and any other applicable laws and regulations.

SECTION 15. MEMBER REPORTS. Each participating member shall annually, upon request by the Trust or its agents, prepare and submit a report of actual payrolls for the preceding fiscal year and/or make available payroll records to the Board of Trustees or its agents. The reports shall be prepared in accordance with the rules and classifications adopted by the Board of Trustees. The willful failure of any participating member to properly and timely report its actual payrolls may, in the discretion of the Board of Trustees, result in the immediate termination or suspension of the member from participation in the Trust.

SECTION 16. RISK MANAGEMENT. The Board of Trustees, or its designated service company, shall develop and implement a risk management program designed to minimize the workers' compensation liability of the participating members. The participating members shall follow the risk management recommendations of the Board of Trustees and its service company, and adopt the loss reduction and prevention procedures established by the Board of Trustees. However, the participating members shall be solely responsible for all decisions regarding the implementation and conduct of their loss prevention programs and practices, and in no event shall the Board of Trustees or its service company bear any liability with respect to the implementation or conduct of loss prevention programs or practices by

the participating members.

SECTION 17. COLLECTION OF PREMIUM AND ASSESSMENTS RELATED TO MEMBER PARTICIPATION IN KACo-KLC WORKERS' COMPENSATION SELF-INSURANCE FUND. To the extent that any of its participating members have an obligation to pay premiums or assessments as a result of the member's previous participation in the KACo-KLC Workers' Compensation Self-Insurance Fund (KACo-KLC), and in the event of a failure or inability by the Board of Directors of KACo-KLC to collect premium contributions or assessments sufficient to pay or reserve all obligations which arose out of injuries or occupational disease which occurred prior to July 1, 1993, then the Board of Trustees will assume secondary responsibility to collect additional premiums and assessments from those of its participating members which are obligated to pay such premiums or assessments to assist the Board of Directors of KACo-KLC to fulfill its responsibilities.

SECTION 18. APPOINTMENT OF BOARD OF TRUSTEES AS AGENT AND ATTORNEY-IN-FACT. Each member hereby appoints the KLCIS Board of Trustees to act as its agent and attorney-in-fact for the purpose of executing and delivering all contracts, agreements, reports, and other instruments, and for the purpose of taking all other actions necessary for the proper operation and administration of the Trust.

SECTION 19. DOCUMENTS INCORPORATED BY REFERENCE. The KLCIS Articles of Association and Bylaws and any rules and regulations adopted by the Board of Trustees are hereby incorporated by reference into and made a part of this Agreement. The parties hereto shall be bound by the terms of those documents as well as the terms of this Agreement.

SECTION 20. BINDING NATURE OF THE AGREEMENT. This Agreement and the terms of any documents incorporated herein by reference shall constitute a binding contract between KLCIS and each city, urban-county government, and other public agency and political subdivision of the Commonwealth which may become a party hereto.

SECTION 21. INTERPRETATION. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

SECTION 22. SEVERABILITY. If any provision of this Agreement is held to be in conflict with any applicable statute or regulation, or is otherwise held to be unenforceable, the invalidity of the provision shall not affect any or all of the remaining provisions of this Agreement.

SECTION 23. AUTHORIZATION OF SIGNATURE PAGES. This Agreement may be executed in any number of counterparts, each of which shall be an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be approved

and executed by the undersigned proper and duly authorized representatives of the parties as of the date indicated below.

KENTUCKY LEAGUE OF CITIES
INSURANCE SERVICES

MEMBER/CITY/AGENCY 5429

BY: Mark Atenton
Chairman, KLCIS
Board of Trustees

BY: _____
Chief Executive Officer

DATE: 7/1/2021

DATE: _____

Agenda Action Form

Paducah City Commission

Meeting Date: July 13, 2021

Short Title: Trust Participation Agreement - Kentucky League of Cities Insurance Services - General Insurance Trust - **S SUAZO**

Category: Municipal Order

Staff Work By: Stefanie Suazo

Presentation By: Stefanie Suazo

Background Information: Insurance regulations as they pertain to self-insured associations requires pool members to execute a participation agreement annually. These agreements were signed when the City first became a member of the Kentucky League of Cities insurance pool, and the annual re-signing does not change any of the provisions contained in those original agreements. This agreement pertains to property, liability, and auto insurance coverages.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Sign KLC Participation Agreement to remain in self-insured pool.

Attachments:

1. MO agree – Declaration of Trust & Trust Participation – General Ins. KLC 2021
2. Gen Ins Agreement FY2022

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A
DECLARATION OF TRUST AND TRUST PARTICIPATION AGREEMENT WITH THE
KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES FOR THE GENERAL
INSURANCE TRUST

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

SECTION 1. That the City of Paducah hereby authorizes the Mayor to execute
the Declaration of Trust and Trust Participation Agreement with the Kentucky League of Cities
Insurance Services for the General Insurance Trust.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 13, 2021

Recorded by Lindsay Parish, City Clerk, July 13, 2021

\mo\ agree – Declaration of Trust & Trust Participation – General Ins. KLC 2021

City Of Paducah

**TRUST PARTICIPATION AGREEMENT
FOR THE
KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES
GENERAL INSURANCE TRUST**

This TRUST PARTICIPATION AGREEMENT (the "Trust Agreement") is made and entered into by and between the KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES (the "KLCIS"), an unincorporated, nonprofit association with its principal place of business located at 100 East Vine Street, Suite 800, Lexington, Kentucky 40507, and such cities, urban-county governments and other public agencies and political subdivisions, members of the KLCIS and signatories hereto.

WITNESSETH:

WHEREAS, various cities, urban-county governments, and other public agencies and political subdivisions of the Commonwealth of Kentucky have duly established the KLCIS as a legal and administrative entity through the INTERLOCAL AGREEMENT TO ESTABLISH THE KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES (the "Interlocal Agreement"), as authorized by sections 65.210 to 65.300, inclusive, of the Kentucky Revised Statutes ("KRS"); and

WHEREAS, the KLCIS has been delegated and may exercise various powers and authorities, including the power to create and administer for the benefit of its members a GENERAL INSURANCE TRUST (the "Trust"), whereby the participating members pool their funds in order to provide self-insurance and/or third-party insurance against various public liability exposures, including, but not limited to, general, professional and auto liability, and related claims; and

WHEREAS, the KLCIS Articles of Association and Bylaws, which have been ratified and accepted by each of the members, require each member, as a condition of participation in the Trust, to execute a binding trust participation agreement which sets forth the authorities, rights, duties and liabilities of the participating member and the KLCIS with respect to the operation of the Trust.

NOW, THEREFORE, in consideration of the premises stated, the mutual covenants and obligations herein contained, and the mutual benefits to be derived by each party, the parties hereto covenant and agree as follows:

SECTION 1. MEMBERSHIP. Only those cities, urban-county governments and other public agencies and political subdivisions of the Commonwealth that are members of the KLCIS shall be eligible to participate in the Trust. The KLCIS Board of Trustees shall be the sole judge as to whether any member of the KLCIS shall be allowed to participate in the Trust. Each participating member agrees that at all times it will abide by the terms of the Interlocal Agreement, the KLCIS Articles of Association and Bylaws, the terms of this Trust Agreement and all rules, regulations, standards and procedures adopted by the Board of Trustees.

SECTION 2. TERMINATION OF TRUST PARTICIPATION. The Board of Trustees shall have the authority to terminate member's participation in the Trust for any failure to abide by the terms of

the Interlocal Agreement, the KLCIS Articles of Association and Bylaws, the terms of this Trust Agreement, or any rules, regulations, standards or procedures adopted by the Board; for failure to timely pay any annual or supplementary contributions established by the Board; or for any other action or omission that is deemed by the Board to be detrimental to the fiscal soundness or efficient operation of the Trust, including, but not limited to, an unfavorable loss experience.

Before terminating any member's participation in the Trust, the Board shall give the member at least thirty (30) days written notice of the termination. In the case of a termination or any reason other than the non-payment of contributions, the notice of termination shall inform the participating member that a hearing may be requested. In the event of a termination for non-payment of contributions, the member shall have no right to a hearing. All terminations shall be effective as of the date and upon the terms and conditions specified by the Board in its notice of termination or as otherwise determined by the Board after a hearing.

The Trust and its remaining participating members shall incur no liability as a result of any act or acts of a former member occurring after the effective date of the termination, except as may be provided in this Trust Agreement.

After termination, the former member shall remain fully liable for its proportionate share of all claims against the Trust which were created or arose during the time the former member was a participating member, and for any costs, including reasonable attorneys fees, incurred by the KLCIS to collect such amounts from the former member.

SECTION 3. MEMBER WITHDRAWAL. Any participating member may withdraw from participation in the Trust after sixty (60) days written notice to the Board; provided that the withdrawing member has discharged all of its obligations to the Trust. The Board shall send a written acknowledgment of the withdrawal to the withdrawing member. Upon withdrawal, the former member shall remain fully liable for its proportionate share of all claims against the Trust which were created or arose during the period the former member was a participating member of the Trust, including its proportionate share of any expenses of the Trust assignable to the period the former member was a participating member, and any costs, including reasonable attorneys fees, incurred by the KLCIS to collect such amounts from the former member.

SECTION 4. FUNDING OF THE TRUST. The Trust shall be financed through the annual and supplementary contributions established by the Board of Trustees and paid by the participating members, through the income earned from the investment of Trust funds by the Board, and through any other moneys which may be lawfully received by the Board and made a part of the Trust's assets. All annual and supplementary contributions shall be computed and established by the Board based on actuarial evaluations, ratings plans, and other analyses of the amounts necessary for the payment of claims and losses, the payment of premiums for insurance and excess or re-insurance, the payment of the principal of, premium, if any, and interest on any revenue bonds which may be issued and sold or other debt which may be incurred to fund the operations of the Trust as authorized by Section 5 of the Interlocal Agreement, the establishment and maintenance of reasonable reserves and the payment of any and all expenses of the Trust reasonably and lawfully incurred, including any expenses related to the issuance of revenue bonds or the incurrence of other debt to fund the operations of the Trust.

The Board shall certify to each participating member the amount of each annual or supplementary contribution at least thirty (30) days in advance of the due date. Each participating member agrees to timely pay all annual and supplementary contributions established by the Board. Any delinquent

payments shall be paid with interest calculated from the date of delinquency to the date of payment at a rate equal to the highest annual interest rate at which any of the funds of the Trust are invested on the date the payment became past due.

SECTION 5. ANNUAL AND SUPPLEMENTARY CONTRIBUTIONS. In order to become and remain a participating member of the Trust, each member shall make and hereby agrees to make an annual contribution to the Trust. The amount of the annual contribution to be paid by each participating member shall be established by the Board based on the criteria set forth in Section 4 above and such other criteria as the Board in its discretion may establish in order to ensure the solvency of the Trust and an equitable distribution of costs, and to promote the purposes and objectives of the KLCIS and the Trust. If, in the opinion of the Board, the assets of the Trust are at any time in any fiscal year insufficient to enable the Trust to discharge its legal liabilities and other obligations and to maintain required reserves, the Board shall have the right to adopt a plan for the elimination of such deficit, which plan may include the establishment of supplementary contributions to be paid by each member which participated in the Trust during any part of the fiscal year to which the deficit is assignable. Supplementary contributions shall be computed and established by the Board in the same proportion that the annual contribution of the individual member bears to the total annual contributions of all members the year in which such deficit occurs. Prior to the beginning of each fiscal year, the Board shall, by resolution, establish the maximum amount of supplementary contributions that members may be required to make for the ensuing fiscal year. All supplementary contributions shall be due and payable by each member when notice of the supplementary contribution is received and shall be delinquent thirty (30) days thereafter.

SECTION 6. SCOPE OF COVERAGE. The extent (terms, conditions and exclusions) of the insurance coverage afforded to each participating member by the Trust shall be set forth in an insurance policy document (the "Coverage Certificate"), which shall be approved by the Board and issued to each participating member. The Trust shall pay from Trust assets all claims and losses of the participating members, exclusive of any applicable deductible amounts, which are incurred during the period of membership and which are covered under the terms and conditions of the Coverage Certificate. The Board shall establish the types and monetary levels of coverage for which the Trust shall indemnify its participating members, including provisions for levels of coverage (deductibles) for which the participating members shall be individually responsible. The types and levels of coverage may vary according to population classification, the mutual agreement of the Board and a participating member, or such other criteria as may be established by the Board. The Coverage Certificate may be amended from time to time by the Board to protect the financial solvency of the Trust or to reflect the desires of the participating members; provided that the participating members shall be notified in writing at least thirty (30) days in advance of the effective date of any Coverage Certificate amendment.

SECTION 7. REINSURANCE OR EXCESS INSURANCE COVERAGE. The Board is authorized to obtain re-insurance or excess insurance coverage in such specific and aggregate amounts and with such retentions as the Board may deem necessary or as may be required by any law or regulation to protect the financial solvency of the Trust.

The Board is also authorized to obtain other insurance, letters of credit, lines of credit, or other funding facilities from financial institutions, which, in the judgment of the Board, may be necessary or desirable in order to furnish additional security and resources for the payment of claims, losses and expenses covered by the Trust in excess of the contributions paid by the participating members or to establish and maintain necessary reserves.

SECTION 8. USE OF TRUST ASSETS. All assets of the Trust shall be the property of the participating members. No assets of the Trust shall be appropriated for any purpose other than the following: the payment of covered claims and losses; the payment of all reasonable and lawful expenses of the Trust; the establishment and maintenance of reasonable reserves; the payment of the principal of, premium, if any, and interest on any revenue bonds which may be issued or other debt which may be incurred to fund the operations of the Trust; and the distribution of surplus assets to eligible Trust members in accordance with Section 9 of this Trust Agreement.

SECTION 9. CALCULATION AND DISTRIBUTION OF SURPLUS TRUST ASSETS.

A. Subject to the limitations imposed in this section and elsewhere in this Trust Agreement, the Board, in its sole discretion, may make periodic distributions of surplus Trust assets. The Board shall have the authority to decide when the distribution of surplus Trust assets is to be made, the fiscal year(s) to which the distribution is applicable, the amount to be distributed, and the basis for the distribution. Participating members shall be eligible to receive distributions of surplus Trust assets, but only in accordance with the provisions of this Trust Agreement and the formula for the distribution of surplus Trust assets adopted by the Board.

No Distribution of surplus Trust assets shall be made sooner than three (3) years from the inception of the Trust. No surplus Trust assets attributable to any fiscal year shall be distributed sooner than twelve (12) months after the end of that fiscal year.

B. The distributable surplus Trust assets for any fiscal year shall be those Trust assets remaining after:

(I) payment has been made for all claims, losses and expenses, including principal, interest and premium, if any, on any outstanding revenue bonds or other debt, due and payable in that fiscal year;

(II) reasonable reserves have been established for claims previously occurring and reported, and expenses associated therewith;

(III) reasonable reserves have been established for claims incurred, but not reported, and expenses associated therewith;

(IV) reasonable reserves have been established to secure the payment of the principal of, premium, if any, and interest on any revenue bonds or other debt which may be outstanding;

(V) reasonable reserves have been established for future adverse loss deviation and expenses associated therewith; and

(VI) reasonable reserves have been established to cover bad debts, unless waived by the Commissioner of the Kentucky Department of Insurance.

C. The Board shall calculate each participating member's proportionate share of surplus Trust assets in accordance with a formula adopted by the Board. The formula shall be structured so as to support and foster the purposes and objectives for which the trust was created. The formula may include any factors which, in the discretion of the Board, reflect the purposes and objectives of the Trust, including, but not limited to: individual member loss experiences; individual

member contributions relative to total contributions; the duration of Trust participation; and the overall loss experience of the Trust. The formula adopted by the Board may provide that a failure to comply with risk management standards or recommendations, or that the existence of a specified loss-to-contributions ratio, shall disqualify a member from receiving all or a specified portion of the participating member's proportionate share of surplus Trust assets.

- D. No former member shall be entitled to receive any distribution of surplus Trust assets. Surplus Trust assets shall be distributed only to members which are participating members at the time a distribution of surplus Trust assets is declared by the Board.
- E. Any participating member may elect to have the distribution of its proportionate share of surplus Trust assets applied as a credit against future annual or supplementary contributions.

SECTION 10. PARTICIPATING MEMBER'S DUTIES IN THE EVENT OF AN OCCURRENCE, WRONGFUL ACT, CLAIM OR SUIT. In the event of an occurrence, incident, wrongful act, error, omission, or other circumstance which could, without regard to any deductible limits, reasonably be expected to result in a claim or claims against the participating member within the scope of the insurance coverage provided by the Trust, the participating member shall report such occurrence, incident, wrongful act, error, omission, or other circumstance to the claims handling agent designated by the Board in the manner and within the time limit set by the Board or as set forth in the Coverage Certificate.

In the event a claim or suit is brought against the participating member, the participating member shall immediately forward to the claims handling agent designated by the Board a copy of every notice, summons or other legal process received by the participating member.

The participating members shall cooperate fully with the claims handling agent designated by the Board in the investigation of any occurrence, incident, wrongful act, error, omission, or other circumstance which may result in a claim or loss within the scope of the insurance coverage provided by the Trust and shall cooperate fully in the settlement or defense of any claim or suit which may result in a loss within the scope of the insurance coverage provided by the Trust.

SECTION 11. DEFENSE OF CLAIMS. To the extent of the participating member's coverage limit, as set forth in the Coverage Certificate the Trust shall defend in the name of and on behalf of each participating member any suits or other legal proceedings which may at any time be instituted against the participating member involving claims within the scope of the coverage provided by the Trust, even though such suits, other legal proceedings, allegations or demands are considered to be wholly groundless, false or fraudulent, and shall pay all judgments, all costs reasonably incurred in any suit or other legal proceeding defended by the Trust, all interest accruing after entry of judgment, and all expenses incurred for investigation, negotiation or defense pursuant to the direction of the Board.

Except as provided in Section 12 hereof, the Board shall make all final decisions regarding legal defense of claims, including the selection of legal counsel, and shall have absolute and final authority with regard to defense, settlement, and payment of claims. The settlement or payment of any claim or amount by or on behalf of a participating member without the express approval of the Board or its claims handling agent in accordance with Section 12 hereof shall be at the sole cost of the participating member without any reimbursement from the Trust and may be considered grounds for the termination of the member's participation in the Trust.

Each participating member shall cooperate fully in all settlement negotiations and in the defense of all claims by supplying such information, assistance and authorizations to obtain reports and documents as may be necessary or helpful, in the opinion of the Board or its claims handling agents, to the defense of any claim or to any settlement negotiations.

SECTION 12. AUTHORITY OF MEMBERS TO SETTLE CLAIMS WITHIN DEDUCTIBLE LIMITS. If the claims handling agent designated by the Board agrees in writing that the amount of a claim will not exceed the participating member's deductible limit as set forth in the Coverage Certificate effective for that member, the member may at its option and at its expense, settle the claim and pay the loss and expenses associated with the claim. In such event, the Trust shall bear no part of the cost, fees or any other sums paid or required to be paid as a result of the claim. Prior to settling any claim within the member's deductible limits, the member shall notify the claims handling agent of the claim and all pertinent information relative thereto, including a copy of the proposed final settlement agreement, and shall request authorization in writing from the claims handling agent to settle the claim.

SECTION 13. PAYMENT OF CLAIMS. All claims and losses against participating members shall be paid by the Trust as follows:

- (I) For each fiscal year, claims and losses within the coverage limits retained by the Trust as set forth in the Coverage Certificate shall be paid from and to the extent of the Trust assets for that fiscal year, plus any reserves available and authorized by the Board, including any letter of credit, line of credit, or other funding facility, if any, which may have been procured for the purpose of paying claims and losses within the coverage limits retained by the Trust.
- (II) For each fiscal year, claims and losses in excess of the coverage limits retained by the Trust shall be paid from and to the extent of the reinsurance or excess insurance coverage, if any, in effect for the Trust for that fiscal year, or from and to the extent of any line of credit, letter of credit or other funding facility, if any, which may be in effect to pay claims and losses in excess of the coverage limits retained by the Trust.
- (III) All deductible amounts and the amount of any claims and losses in excess of the coverage limits provided by the Trust shall be the sole obligation of and shall be paid by the participating member liable therefor.

SECTION 14. REIMBURSIBLE DEDUCTIBLE. In the event the Trust pays any deductible amount on behalf of a participating member, the participating member shall reimburse the Trust therefor within thirty (30) days of receipt of written notice from the Trust that such deductible amount has been paid by the Trust. If the deductible amount for which the participating member is liable is not paid to the Trust within (30) days from the date notice is received, the amount due shall be deemed delinquent and shall bear interest from the date of delinquency until paid at a rate equal to the highest annual rate at which any of the Trust's funds are invested on the date of delinquency.

SECTION 15. SUBROGATION. In the event of the payment of any claim or loss by the Trust under this Trust Agreement and the Coverage Certificate issued by the Trust, the Trust shall be subrogated to the extent of such payment to all the rights of the participating or former member against any person or other entity legally responsible for such claim or loss; and in that event, the participating or former member shall render all reasonable assistance, other than monetary contributions, to effect recovery. To the extent the Trust utilizes any line of credit, letter of credit or other funding facility to

secure payment of or to pay any claim or loss, the Trust may assign its rights to subrogation to the financial institution which issued the line of credit, letter of credit or other funding facility.

SECTION 16. INSPECTION OF MEMBER'S FACILITIES AND RECORDS. The Board, the Trust Administrator, and any service agent of the Trust and any of their agents or employees shall be permitted at all reasonable times to inspect the real and personal property of the participating members and shall be permitted at all reasonable times and for a period of five (5) years after the termination of a member's participation in the Trust to examine the former member's books, records, vouchers, contracts and other documents of any and every kind which relate to the operation of the Trust and the former member's participation in the Trust.

SECTION 17. RISK MANAGEMENT. The Board or its designated service agent shall develop a risk management program and provide risk management services to the participating members designed to minimize liability and property damage risks and control losses. The participating members shall follow the general recommendations of the risk management program developed by the Board and its service agents and adopt the loss reduction and prevention procedures established by the Board. However, the participating members shall remain solely responsible for all decisions concerning their safety programs and practices and may not rely upon evaluations and/or recommendations made by the Board or its service agents in making final decisions concerning safety programs and practices.

SECTION 18. APPOINTMENT OF BOARD OF TRUSTEES AS AGENT AND ATTORNEY-IN-FACT. Each member hereby appoints the KLCIS Board of Trustees to act as its agent and attorney-in-fact for the purpose of executing and delivering all contracts, agreements, reports, and other instruments, and for the purpose of taking all other actions necessary for the proper operation and administration of the Trust.

SECTION 19. LIABILITY OF PARTICIPATING MEMBERS. No member by reason of its participation in the Trust shall be liable to the Trust or to any other member, except for the payment of the annual and supplementary contributions established by the Board in accordance with this Trust Agreement and other Trust documents.

SECTION 20. DOCUMENTS INCORPORATED BY REFERENCE. The KLCIS Articles of Association and Bylaws and any rules and regulations adopted by the Board are hereby incorporated by reference into and made a part of this Trust Agreement. The parties hereto shall be bound by the terms of those documents as well as the terms of this Trust Agreement.

SECTION 21. BINDING NATURE OF THE AGREEMENT. This Agreement and the terms of any documents incorporated herein by reference shall constitute a binding contract between the KLCIS of each city, urban-county government, and other public agency and political subdivision of the Commonwealth which may become a party hereto.

SECTION 22. INTERPRETATION. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

SECTION 23. SEVERABILITY. If any provision of this Trust Agreement is held to be in conflict with any applicable statute, rule of law or is otherwise held to be unenforceable, the invalidity of such provision shall not affect any or all of the remaining provisions of this Trust Agreement.

SECTION 24. AUTHORIZATION OF SIGNATURE PAGES. This Trust Agreement may be

executed in any number of counterparts, each of which shall be an original.

IN WITNESS WHEREOF, the parties hereto have caused this Trust Agreement to be executed by the undersigned proper and duly authorized representatives of the parties as of the date indicated below.

KENTUCKY LEAGUE OF CITIES
INSURANCE SERVICES

MEMBER/CITY/AGENCY

5429

BY: Mark Heaton
Chairman, KLCIS
Board of Trustees

BY: _____
Chief Executive Officer

DATE: 7/1/2021

DATE: _____

Agenda Action Form

Paducah City Commission

Meeting Date: July 13, 2021

Short Title: Declaration and Transfer of Surplus Property to Habitat for Humanity (2011 Guthrie Avenue) - **N HUTCHISON**

Category: Municipal Order

Staff Work By: Nancy Upchurch

Presentation By: Nicholas Hutchison

Background Information: Paducah McCracken County Habitat for Humanity requests that the property be donated for the construction of a single-family residence. They will construct a single-family 3-bedroom two bath home. The home will have a front porch. A family has already been selected for this home. Additional site improvements also include the planting of at least one tree on the property. The proposed investment is approximately \$95,000.

Does this Agenda Action Item align with a Commission Priority? Yes

If yes, please list the Commission Priority: Housing

Continued investment in the improvement of our housing stock

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation:

Transfer of the property to Paducah Habitat for Humanity for the purpose of constructing a single family residence for a pre-selected family.

Attachments:

1. MO - prop sale– 2011 Guthrie Avenue, Paducah, KY
2. SOA2021-0037 Staff Report 2011 Guthrie Ave
3. Bid 2011 Guthrie Avenue

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 2011 GUTHRIE AVENUE, PADUCAH, KENTUCKY TO BE SURPLUS PROPERTY, TRANSFERRING THE PROPERTY TO HABITAT FOR HUMANITY FOR ECONOMIC DEVELOPMENT PURPOSES, AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, pursuant to Section 2-668 of the Code of Ordinances of the City of Paducah, Kentucky, a written determination has been made that the City does not have any use at this time or in the future for property located at 2011 Guthrie Avenue, Paducah, KY, which constitutes surplus real estate; and

WHEREAS, it is recommended that the City of Paducah accept the request of the Habitat for Humanity to donate the property for this project in accordance with KRS 82.083(4)(b), subject to the standard clause applied in the Fountain Avenue Revitalization Area, stating that the property would revert back to the City if the owner fails to comply with the submitted proposal and fails to substantially complete the project within two years; and

WHEREAS, the City desires to accept the proposal of Paducah-McCracken County Habitat For Humanity, to make improvements to the property and build a three-bedroom, two bath home, with a proposed investment in the amount of \$95,000.

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

SECTION 1. The Board of Commissioners hereby declares the property located at 2011 Guthrie Avenue, Paducah, Kentucky, to be surplus property as it relates to the operations of the City and authorizes the transfer of the property to McCracken County Habitat for Humanity. Further, it is determined that it is necessary and desirable and in the best interest of the City to execute the consideration certificate contained in said deed of conveyance.

SECTION 2. The Mayor is hereby authorized to execute the deed of conveyance and any necessary documents relating to same to complete the transfer of the real property approved in Section 1 above.

SECTION 3. This Order shall be in full force and effect from and after the date of its adoption.

Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 13, 2021
Recorded by Lindsay Parish, City Clerk, July 13, 2021
\\mo\prop sale- 2011 Guthrie Avenue, Paducah, KY

APPLICATION INFORMATION

ADDRESS	2011 Guthrie Avenue
CASE NO.	SOA2021-0037
OWNER	City of Paducah
APPLICANT	Habitat for Humanity
AGENT	---
REQUEST	Sale of Asset
HEARING DATE	July 13, 2021

GENERAL SITE INFORMATION

CURRENT ZONING	R-3 Medium Density Residential Zone
CURRENT LAND USE	Vacant
COMPREHENSIVE PLAN	Neighborhood Conservation
CURRENT IMPROVEMENTS	None
FLOODPLAIN	No
PUBLIC UTILITIES	Power, gas, water
PUBLIC SERVICES	Paducah Fire, Paducah Police

SURROUNDING AREA INFORMATION

	SURROUNDING ZONING	SURROUNDING LAND USE
NORTH	R-3	Single-family
SOUTH	NSZ	Guthrie Avenue/ Single-family
EAST	NSZ	Single-family
WEST	NSZ	North 16 th Street/ Single-family

GENERAL INFORMATION

The disposition of surplus or excess property is governed by City Code Section 2-668; which references KRS 82.083.

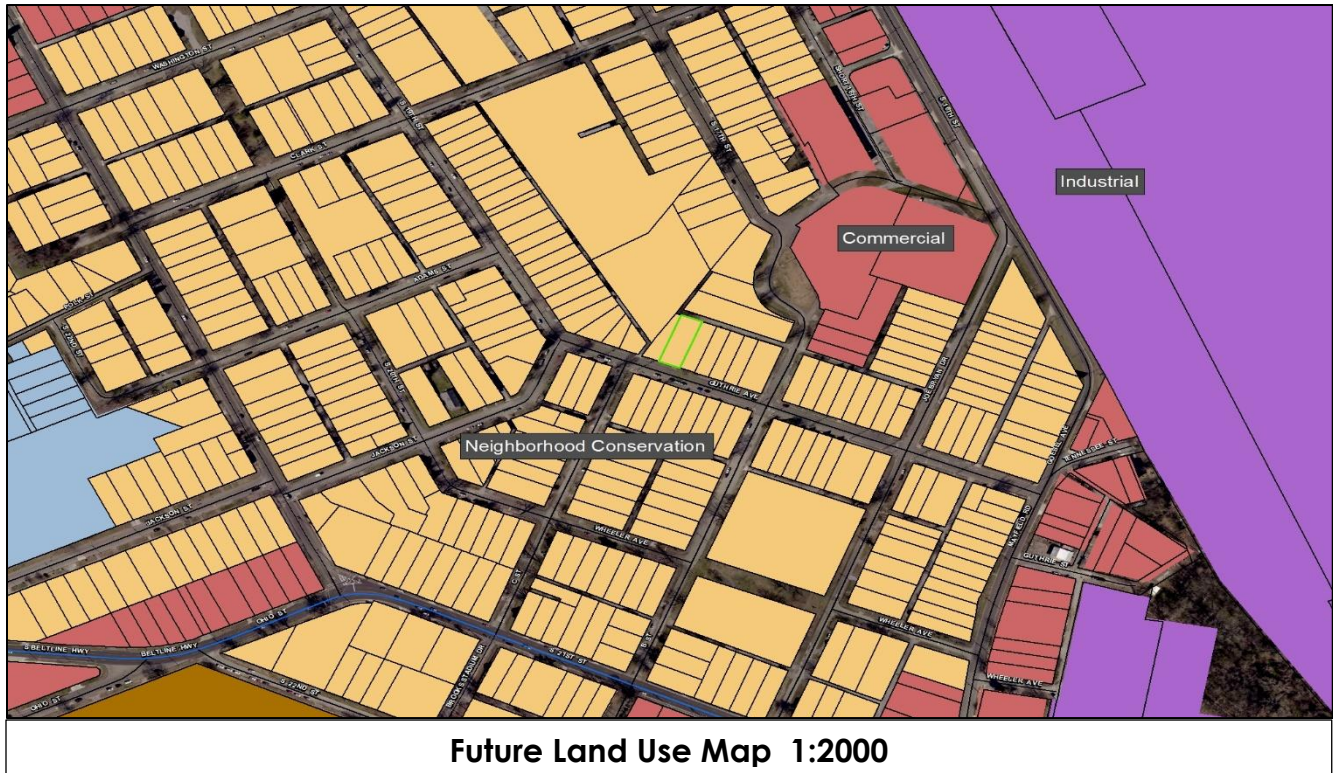
KRS 82.083 (4) (b) states real or personal property may be transferred with or without compensation, for economic development purposes, which shall include, but not limited to; real property transfers for the elimination of blight. Staff is of the opinion that the Habitat for Humanity's mission to assist low to moderate income families achieve the American dream of affordable, quality home ownership meets the standard of elimination of blight.



Vicinity Map 1:5000



Zone Map 1:2000



ACQUISITION OF THE PROPERTY

The Urban Renewal and Community Development Agency acquired this property in July 2020. The structure on the lot was demolished.

DISPOSITION OF THE PROPERTY

Typically, it is in the best interest of the City to transfer ownership of underutilized parcels to a responsible citizen, thereby placing the property back on the tax rolls and eliminating the maintenance and liability costs. This lot is located in an established residential neighborhood. The Comprehensive Plan recommends Neighborhood Conservation.

BID INFORMATION

Paducah McCracken County Habitat for Humanity requests that the property be donated for the construction of a single-family residence. They will construct a single-family 3-bedroom two bath home. The home will have a front porch. A family has already been selected for this home. Additional site improvements also include the planting of at least one tree on the property. The attached design plan is a plan used to build the Habitat home at 2114 Jackson Ste The proposed investment is approximately \$95,000.

	Paducah McCracken County Habitat for Humanity	Bid Amount: \$0
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BID #1	The Paducah McCracken County Habitat for Humanity proposes to construct a single-family (three- bedroom, two-bath) home for qualified buyer. Affordable Housing Program Funds if awarded later this year).
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STAFF RECOMMENDATION

It is recommended to determine that the property is surplus and accept the request of the Habitat for Humanity to donate the property for this project subject to the standard clause applied in the Fountain Avenue Revitalization Area stating that the property would revert back to the City if the owner fails to comply with the submitted proposal and fails to substantially complete the project within two years.

Agenda Action Form

Paducah City Commission

Meeting Date: July 13, 2021

Short Title: Declaration and Transfer of Surplus Property to Midtown Alliance of Neighbors (513 North 14th Street) - **N HUTCHISON**

Category: Municipal Order

Staff Work By: Nancy Upchurch

Presentation By: Nicholas Hutchison

Background Information: The Midtown Alliance of Neighbors has submitted a request asking the City Commission donate the property for the purpose of constructing a single-family residence utilizing a variety of funding sources making the home affordable for a low to moderate home buyer.

Does this Agenda Action Item align with a Commission Priority? Yes

If yes, please list the Commission Priority: Housing

Continued investment in the improvement of out housing stock.

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation:

Transfer of the property at 513 North 14th Street to Midtown Alliance of Neighbors for the purpose of constructing a single family residence for a pre-selected, qualified family.

Attachments:

1. MO - prop sale– 513 North 14th Street, Paducah, KY
2. SOA2021-0035 Staff Report 513 N 14th St.docx
3. Bid 513 N 14th

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 513 NORTH 14TH STREET PADUCAH, KENTUCKY TO BE SURPLUS PROPERTY, TRANSFERRING THE PROPERTY WITHOUT COMPENSATION TO MIDTOWN ALLIANCE OF NEIGHBORS FOR ECONOMIC DEVELOPMENT PURPOSES, AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, pursuant to Section 2-668 of the Code of Ordinances of the City of Paducah, Kentucky, a written determination has been made that the City does not have any use at this time or in the future for property located at 513 North 14th Street, Paducah, KY, which constitutes surplus real estate; and

WHEREAS, it is recommended that the City of Paducah accept the request of the Midtown Alliance of Neighbors to transfer the property in accordance with KRS 82.083(4)(b), and subject to the standard clause applied in the Fountain Avenue Revitalization Area, stating that the property would revert back to the City if the owner fails to comply with the submitted proposal and fails to substantially complete the project within two years; and

WHEREAS, the City desires to accept the proposal of Midtown Alliance of Neighbors, to make improvements to the property and build a three-bedroom, two bath home, with a proposed investment in the amount of \$188,000.

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

SECTION 1. The Board of Commissioners hereby declares the property located at 513 North 14th Street, Paducah, Kentucky, to be surplus property as it relates to the operations of the City, and authorizes the transfer of the property to Midtown Alliance of Neighbors in accordance with the proposal of Midtown Alliance of Neighbors on June 10, 2021. Further, it is determined that it is necessary and desirable and in the best interest of the City to execute the consideration certificate contained in said deed of conveyance.

SECTION 2. The Mayor is hereby authorized to execute the deed of conveyance and any necessary documents to complete the transfer of the real property approved in Section 1 above.

SECTION 3. This Order shall be in full force and effect from and after the date of its adoption.

Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 13, 2021

Recorded by Lindsay Parish, City Clerk, July 13, 2021

\mo\prop sale– 513 North 14th Street, Paducah, KY

APPLICATION INFORMATION

ADDRESS	513 North 14 th Street
CASE NO.	SOA2021-0035
OWNER	City of Paducah
APPLICANT	Midtown Alliance of Neighbors
AGENT	---
REQUEST	Sale of Asset
HEARING DATE	July 13, 2021

GENERAL SITE INFORMATION

CURRENT ZONING	NSZ Neighborhood Services Zone
CURRENT LAND USE	Vacant
COMPREHENSIVE PLAN	Neighborhood Plan 1
CURRENT IMPROVEMENTS	None
FLOODPLAIN	No
PUBLIC UTILITIES	Power, gas, water
PUBLIC SERVICES	Paducah Fire, Paducah Police

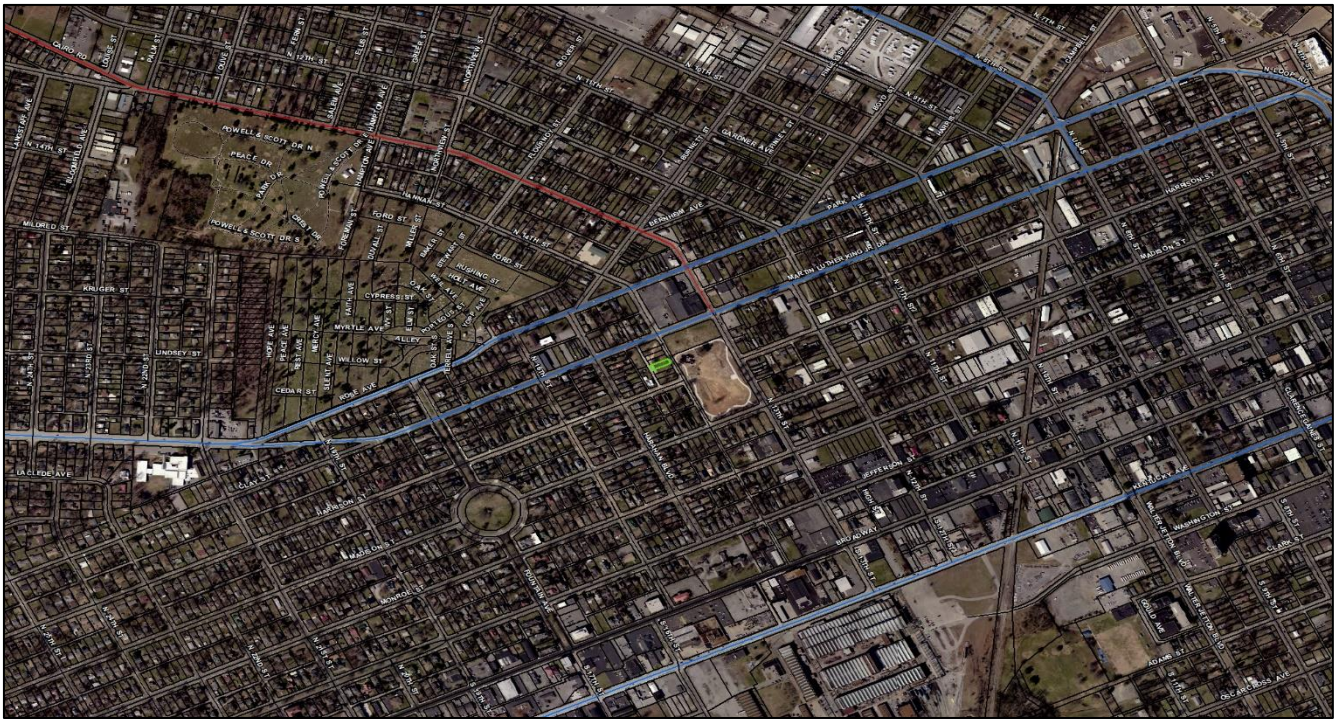
SURROUNDING AREA INFORMATION

	SURROUNDING ZONING	SURROUNDING LAND USE
NORTH	NSZ	Single-family
SOUTH	NSZ	Single-family
EAST	NSZ	North 14 th Street/ Recreation
WEST	NSZ	Single-family

GENERAL INFORMATION

The disposition of surplus or excess property is governed by City Code Section 2-668; which references KRS 82.083.

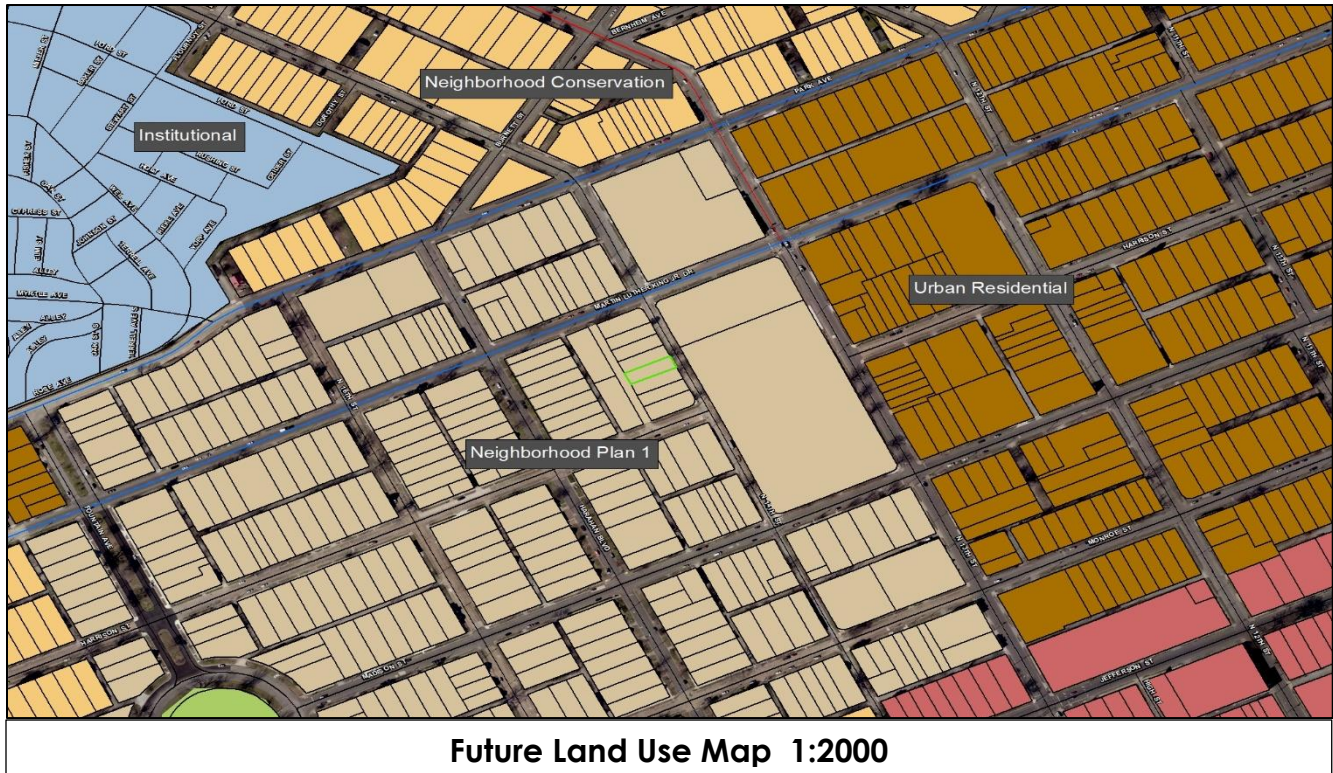
KRS 82.083 (4) (b) states real or personal property may be transferred with or without compensation, for economic development purposes, which shall include, but not limited to; real property transfers for the elimination of blight. Staff is of the opinion that the Midtown Alliance of Neighbors' mission to assist low to moderate income families achieve the American dream of affordable, quality home ownership meets the standard of elimination of blight.



Vicinity Map 1:5000



Zone Map 1:2000



ACQUISITION OF THE PROPERTY

The Urban Renewal and Community Development Agency acquired this property in May 2012 with the intention of using the lot in the Fountain Avenue Revitalization Program. The building on the property was demolished several years ago. URCDA has advertised the property in the past with the hope of finding a person willing to build a single-family residence on the lot.

DISPOSITION OF THE PROPERTY

Typically, it is in the best interest of the City to transfer ownership of underutilized parcels to a responsible citizen, thereby placing the property back on the tax rolls and eliminating the maintenance and liability costs. This lot is located in an established, recently revitalized residential neighborhood. The Comprehensive Plan recommends Neighborhood Plan 1, in which residential development should be designed and configured to complement the existing neighborhood.

BID INFORMATION

This property has been advertised several times over the recent past with no responsible bidder making an offer to construct a home. The Midtown Alliance of Neighbors has submitted a request asking the City Commission donate the property for the purpose of constructing a

single-family residence utilizing a variety of funding sources making the home affordable for a low to moderate home buyer.

BID # 1	Midtown Alliance of Neighbors	Bid Amount: \$0
	The Midtown Alliance of Neighbors proposes to construct a single-family (three-bedroom, two-bath) home for qualified buyer Carolyn Webb. Total investment \$188,000 Funding sources include KY Housing Corporation Homebuyer Development Grant of \$55,000; Homeowner Mortgage: \$100,000; City of Paducah Home Owner Incentive: \$18,000 and MAN LMI Homebuyer restricted funds, \$15,000 (These funds may be replaced with FHLB Affordable Housing Program Funds if awarded later this year).	

STAFF RECOMMENDATION

The lot is located within the Neighborhood Services Zone, which requires Historic Architecture Review Commission (HARC) review and approval of the plans and design for new construction or exterior changes in this zone.

Therefore, it is recommended to determine that the property is surplus and accept the request of the Midtown Alliance of Neighbors to donate the property for this project subject to the standard clause applied in the Fountain Avenue Revitalization Area stating that the property would revert back to the City if the owner fails to comply with the submitted proposal and fails to substantially complete the project within two years.

Agenda Action Form

Paducah City Commission

Meeting Date: July 13, 2021

Short Title: Approve the allocation of American Rescue Plan Act Funds in the amount of \$4 million toward specific Stormwater Infrastructure Projects - **J ARNDT**

Category: Municipal Order

Staff Work By: James Arndt

Presentation By: James Arndt

Background Information: This Municipal Order designates \$4 million out of the American Rescue Plan Act grant proceeds to be used for various stormwater capital improvement projects within the City of Paducah. These projects have been identified by our Engineering Department through consultation with our Stormwater consultant Strand Associates, Inc. Separate authorizing instruments will come before the Board of Commissioners for each individual project.

Does this Agenda Action Item align with a Commission Priority? Yes

If yes, please list the Commission Priority: Stormwater.

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. MO ARPA funding – Stormwater Infrastructure

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER FORMALIZING THE PADUCAH CITY
COMMISSION’S INTENTION TO ALLOCATE \$4,000,000 OF THE AMERICAN RESCUE
PLAN ACT FUNDS TOWARD STORMWATER CAPITAL IMPROVEMENT PROJECTS IN
THE CITY OF PADUCAH

WHEREAS, on March 11, 2021, the American Rescue Plan Act of 2021
(“ARPA”) was signed into law; and

WHEREAS, the relief package provides funding in several areas such as public
health response, economic impacts of the public health emergency, low-income communities, the
replacement of public sector revenue, essential worker wages, and investments in water, sewer
and broadband infrastructure; and

WHEREAS, the City of Paducah expects to receive an approximate total of
\$6,439,016 in American Rescue Plan Act funds in two (2) tranches; and

WHEREAS, the City Commission desires to state its intention to use \$4,000,000
of the American Rescue Plan Act funding for stormwater infrastructure projects in the City of
Paducah as identified by the Paducah Engineering Department in consultation with stormwater
consultant Strand Associates, Inc.

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

SECTION 1. That the Board of Commissioners of the City of Paducah, Kentucky
hereby formalizes its intention to allocate \$4,000,000 of the American Rescue Plan Act funds to
various stormwater capital improvement projects within the City of Paducah.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 13, 2021
Recorded by Lindsay Parish, City Clerk, July 13, 2021

\mo\ARPA funding – Stormwater Infrastructure

Agenda Action Form

Paducah City Commission

Meeting Date: July 13, 2021

Short Title: Acquisition of Permanent Public Utility and Drainage Easements from Gill Family Properties, LLC located at 701 & 702 Oakcrest Drive for the Buckner Lane Bridge Replacement Project - **R MURPHY**

Category: Municipal Order

Staff Work By: Melanie Townsend

Presentation By: Rick Murphy

Background Information: Summary: Permanent Utility and Drainage Easements for Buckner Lane Bridge Replacement Project.

Background: During the past several months, negotiations have been conducted in good faith with the property owners located at 701 & 702 Oakcrest Drive regarding the acquisition of a portion of public utility and drainage easements (Parcel #6) as required for the Buckner Lane Bridge Replacement Project. Subsequently, Gill Family Properties, LLC has agreed to grant permanent public utility and drainage easements totaling 0.273 acres (11,889.247 sq. ft.) to the City of Paducah for repaving a portion of the affected parking lot at 701 Oakcrest Dr. and the entire parking lot at 702 Oakcrest Dr. in lieu of financial consideration.

Does this Agenda Action Item align with a Commission Priority? Yes

If yes, please list the Commission Priority: Stormwater

Communications Plan: Negotiations with individual property owners

Coordination with Communications Manager for press releases and social media posts

Funds Available: Account Name: General Stormwater Improvements

Account Number: DR0010

Staff Recommendation: To adopt a Municipal Order authorizing the Mayor to execute a Deed of Conveyance and all related documents on behalf of the City of Paducah with Gill Family Properties, LLC to acquire a portion of real property located at 701 & 702 Oakcrest Drive as permanent public utility and drainage easements in consideration of the City causing a portion of the affected parking lot at 701 Oakcrest Dr. and the entire parking lot at 702 Oakcrest Dr. to be repaved in lieu of financial consideration for the Buckner Lane Bridge Replacement Project.

Attachments:

1. MO prop pur – 701 & 702 Oakcrest Drive (Buckner Lane Bridge Project)

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A DEED OF CONVEYANCE AND ALL DOCUMENTS NECESSARY TO ACQUIRE A PORTION OF REAL PROPERTY LOCATED AT 701 AND 702 OAKCREST DRIVE AS PUBLIC UTILITY AND DRAINAGE EASEMENTS AS REQUIRED FOR THE BUCKNER LANE BRIDGE REPLACEMENT PROJECT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a Deed of Conveyance on behalf of the City of Paducah with Gill Family Properties, LLC, to acquire a portion of real property located at 701 & 702 Oakcrest Drive as permanent public utility and drainage easements in consideration of the City causing the affected parking lots to be repaved in lieu of financial consideration for the Buckner Lane Bridge Improvement Project.

SECTION 2. This expenditure shall be charged to the General Stormwater Improvements Project Account DR0010.

SECTION 3. This Order shall be in full force and effect from and after the date of its adoption.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 13, 2021
Recorded by Lindsay Parish, City Clerk, July 13, 2021

\\mo\prop pur – 701 & 702 Oakcrest Drive (Buckner Lane Bridge Project)

Agenda Action Form

Paducah City Commission

Meeting Date: July 13, 2021

Short Title: Approval of Purchase of Property at 2416, 2420 & 2540 Barnett Street and 2364 South 24th Street from Hawker Holdings, LLC for \$34,500 - **R MURPHY**

Category: Municipal Order

Staff Work By: Rick Murphy, Melanie Townsend

Presentation By: Rick Murphy

Background Information: Summary: The City has negotiated the purchase of three distressed properties at 2416, 2420 & 2540 Barnett Street and an unimproved property at 2364 South 24th Street to create an overflow storm water detention area along Cross Creek.

Background: In 2018, the Federal Emergency Management Agency (FEMA) awarded the City public assistance disaster funding to replace the S. 24th Street Bridge. The City contracted with Jim Smith Contracting and the bridge replacement was completed in September 2020.

This area is part of a larger project identified in the Comprehensive Stormwater Master Plan. The City also has plans in design for further improvement of the S 24th St and S. 25th St corridor.

The City plans to create an intermediate upstream detention area measuring approximately 4 acres to help reduce the occasions of residential flooding created by 25 year frequency rainfall events and/or less.

Does this Agenda Action Item align with a Commission Priority? Yes

If yes, please list the Commission Priority: Stormwater

Communications Plan: Coordination with Communication Manager for news release; social media posts. Prior to any construction activities the Engineering Department will interact with the near and adjacent property owners with regard to this pending storm water improvement.

Funds Available: Account Name: General Stormwater Improvements

Account Number: DR0010

Staff Recommendation: Approve the purchase of property at 2416 Barnett Street, 2420 Barnett Street, 2540 Barnett Street and 2364 South 24th St from Hawker Holdings, LLC for \$34,500 and authorize the Mayor to execute all documents associated with the purchase of said properties.

Attachments:

1. MO prop pur – 2416, 2420, 2540 Barnett Street and 2364 South 24th Street

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A DEED OF CONVEYANCE AND ALL DOCUMENTS NECESSARY TO ACQUIRE REAL PROPERTY LOCATED AT 2416, 2420 AND 2540 BARNETT STREET AND 2364 SOUTH 24TH STREET IN THE AMOUNT OF \$34,500, TO CREATE AN OVERFLOW STORM WATER DETENTION AREA ALONG CROSS CREEK

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a Deed of Conveyance on behalf of the City of Paducah with Hawker Holdings, LLC, in the amount of \$34,500.00 to acquire property at 2416 Barnett Street, 2420 Barnett Street, 2540 Barnett Street and 2364 South 24th Street to create an overflow storm water detention area along Cross Creek.

SECTION 2. This expenditure shall be charged to the General Stormwater Improvements Project Account DR0010.

SECTION 3. This Order shall be in full force and effect from and after the date of its adoption.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 13, 2021
Recorded by Lindsay Parish, City Clerk, July 13, 2021

\\mo\prop pur – 2416, 2420, 2540 Barnett Street and 2364 South 24th Street

Agenda Action Form

Paducah City Commission

Meeting Date: July 13, 2021

Short Title: Accept proposed premiums from the Kentucky League of Cities for Workers' Compensation, Liability Insurance and Property Insurance Coverage in a total amount of \$1,188,408.13 - **S SUAZO**

Category: Municipal Order

Staff Work By: Stefanie Suazo

Presentation By: Stefanie Suazo

Background Information: Each year the City of Paducah receives from the Kentucky League of Cities the invoices for payment of premiums to cover these areas. Total Fiscal Year 2021-2022 (FY 2022) premiums are for the following: (1) Workers' Compensation \$470,125.59, (2) Liability Insurance \$607,745.31, (3) Property Insurance Coverage \$110,537.23. The Health Department to reimburse \$3,011.10, for property expenses associated with coverage of the Health Department. Paxton Park Golf Course to reimburse \$5,165 for property expenses associated with the Golf Park Course.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Recommend to continue with Kentucky League of Cities Insurance Coverage.

Attachments:

1. MO insurance – klc fy2022
2. FY22 KLC Invoices

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO PAY KENTUCKY LEAGUE OF CITIES FOR WORKERS' COMPENSATION, LIABILITY INSURANCE, AND PROPERTY INSURANCE COVERAGE IN A TOTAL AMOUNT OF \$1,188,408.13 FOR THE CITY OF PADUCAH AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes the Finance Director to pay Kentucky League of Cities in the total amount of \$1,188,408.13 for Workers' Compensation, Liability Insurance, and Property Insurance Coverage for the City of Paducah for Fiscal Year ending June 30, 2022, for the following policies:

Workers' Compensation	\$470,125.59
Liability Insurance	\$607,745.31
Property Insurance	\$110,537.23

SECTION 2. This expenditure shall be charged to the Insurance Fund accounts. The Health Department will reimburse \$3,011.10 for property expenses associated with coverage of the Health Department. Paxton Park Golf Course will reimburse \$5,165.00 for property expenses associated with the Golf Park Course.

SECTION 3. That the City of Paducah hereby authorizes the Mayor to execute all documents related to the Kentucky League of Cities Worker's Compensation, Liability Insurance and Property Insurance Coverage for FY2022 as authorized in Section 1 above.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 13, 2021
Recorded by Lindsay Parish, City Clerk, July 13, 2021
\mo\insurance – klc fy2022



E.L.N. 611238903

**Telephone: (800) 876-4552
(859) 977-3700**

**City Of Paducah
Stefanie Suazo
P.O. Box 2267
Paducah, KY 42002**

Workers' Comp Invoice

Invoice date	7/1/2021
Invoice Number	W5429-2021-20343-00
Previous Balance	\$ 0
Payments	\$ 0.00
New Billings	\$ 470,125.59
Current Balance	\$ 470,125.59
Due Upon Receipt	

**Make check payable and mail to:
Kentucky League of Cities Insurance Services
P.O. Box 34108
Lexington, KY 40588**

**Invoice Policy Number: W5429-2021-20343 Policy Effective: 7/1/2021
Policy Type: Workers' Comp**

Date	Item	Amount
6/1/2021	Previous Balance	\$ 0
6/1/2021	Policy # W5429-2021-20343. Estimated Billing #1	470,125.59
Unless Payment is received when due, coverage provided by this policy may be cancelled for non-payment in accordance with the insurance contract.		
Amount Due By 7/16/2021		\$ 470,125.59

**Peel & Holland, Inc.
P.O. Box 427
Benton, KY 42025**

Original Invoice



Insurance Services

A SERVICE OF THE KENTUCKY LEAGUE OF CITIES

F.E.I.N. 61-1238903

Telephone: (800) 876-4552
(859) 977-3700

City Of Paducah
P.O. Box 2267
Paducah, KY 42002

Liability Invoice

Make check payable and mail to:
Kentucky League of Cities Insurance Services
P.O. Box 34108
Lexington, KY 40588

Invoice Number: L5429-2021-21151-0

Date: 5/26/2021

Policy Number and Description		Amount
Policy Period:	7/1/2021-7/1/2022	\$ 607,745.31
Policy Number:	L5429-2021-21151	
A 5% late charge will be assessed on all late payments.		
Unless Payment is received when due, coverage provided by this policy may be cancelled for nonpayment retroactive to the beginning of the policy inception date.		
Amount Due By 8/1/2021		\$ 607,745.31

Peel & Holland, Inc.
P.O. Box 427
Benton, KY 42025

Agent Copy



Insurance Services

A SERVICE OF THE KENTUCKY LEAGUE OF CITIES

F.E.I.N. 61-1238903

Telephone: (800) 876-4552
(859) 977-3700

**City Of Paducah
P.O. Box 2267
Paducah, KY 42002**

Property Invoice

**Make check payable and mail to:
Kentucky League of Cities Insurance Services
P.O. Box 34108
Lexington, KY 40588**

Invoice Number: P5429-2021-21248-0

Date: 5/26/2021

Policy Number and Description		Amount
Policy Period:	7/1/2021-7/1/2022	\$ 110,537.23
Policy Number:	P5429-2021-21248	
A 5% late charge will be assessed on all late payments.		
Unless Payment is received when due, coverage provided by this policy may be cancelled for nonpayment retroactive to the beginning of the policy inception date.		
Amount Due By 8/1/2021		\$ 110,537.23

**Peel & Holland, Inc.
P.O. Box 427
Benton, KY 42025**

*****Agent Copy*****

Agenda Action Form

Paducah City Commission

Meeting Date: July 13, 2021

Short Title: Authorization for Mayor to execute an Employment Agreement with Daron Jordan for the City Manager position - **S SUAZO**

Category: Municipal Order

Staff Work By: Stefanie Suazo

Presentation By: Stefanie Suazo

Background Information: After a diligent search lead by the Mayor, Board of Commissioners, and a recruitment firm; the City is please to bring forward an Employment Agreement to authorize the Mayor to hire Daron Jordan as the next City Manager of Paducah. Mr. Jordan comes to the City with a wide experience from other municipalities, most recently noted as the City Manager of Paris, KY.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: It is recommended that the Board of Commissioners approve the municipal order for the Mayor to execute the employment contract with Daron Jordan for the City Manager position.

Attachments:

1. MO - agree-employment – Daron Jordan, City Manager
2. CITY MANAGER AGREEMENT (00257098) - DARON JODAN June 2021 FINAL

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AN EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF PADUCAH AND DARON JORDAN FOR EMPLOYMENT AS
CITY MANAGER, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the Paducah City Commission desires to appoint Daron Jordan as
City Manager for the City of Paducah in accordance with KRS 83A.150.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. Authorization. The Board of Commissioners of the City of
Paducah hereby approves and the Mayor of the City of Paducah, Kentucky, is hereby authorized
to execute an Employment Agreement with Daron Jordan to be employed in the position of City
Manager.

SECTION 2. Effective Date. This Order shall be in full force and effect on and
after the date as approved by the Board of Commissioners of the City of Paducah, Kentucky.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 13, 2021
Recorded by Lindsay Parish, City Clerk, July 13, 2021
\\mo\agree-employment – Daron Jordan, City Manager

AGREEMENT FOR EMPLOYMENT AS PADUCAH CITY MANAGER

THIS AGREEMENT is entered into as of this 29 day of June, 2021 by and between the CITY OF PADUCAH, State of Kentucky, a municipal corporation (hereinafter referred to as "Employer") and **DARON JORDAN** (hereinafter referred to as "Employee") (hereinafter collectively "Parties").

WITNESSETH:

WHEREAS, the Paducah City Commission ("Commission") desires to appoint Employee as City Manager for the City of Paducah; and

WHEREAS, Employee desires to accept employment as City Manager for the City of Paducah;

NOW THEREFORE, in consideration of the foregoing premises, and for other valuable consideration, the legal adequacy and sufficiency of which is hereby acknowledged by all parties hereto, the Parties do covenant and agree as follows:

1. **Appointment.** The Commission hereby appoints Employee as City Manager of the City of Paducah and Employee hereby accepts such appointment.

2. **Term.** The primary term of this agreement shall be for an initial period of THREE (3) years which shall commence on August 1, 2021, ("Primary Term"). Upon expiration of the Primary Term, unless terminated by the Employer or Employee as provided in Sections 10, 11, or 12 below, this Agreement may be renewed by Employer for an additional term of years, the length of which shall be mutually agreed upon by the Parties ("Subsequent Term").

3. **Duties and Authority.** Employer agrees to employ Employee to perform the functions and duties as specified in applicable federal statutes, the laws of the Commonwealth of Kentucky, the Charter and Ordinances of the City of Paducah and to perform other legally permissible and proper duties and functions. Such duties shall include, but shall not be limited to, the duties defined in KRS 83A.150(7) (attached hereto as Exhibit A). Employee further agrees that he shall comply with all lawful governing body directives, state, or federal law, Employer policies, rules and ordinances as they exist or may hereafter be amended. Employee agrees to perform all duties of City Manager with reasonable care, diligence, skill, and expertise and to at all times, uphold the tenets of the ICMA Code of Ethics.

4. **Compensation.**

A. **Base Salary.** Employer agrees to pay Employee an annual base salary of ONE-HUNDRED FIFTY-TWO THOUSAND AND FIVE HUNDRED DOLLARS (\$152,500.00), which shall be payable in installments at the same time that other management employees of Employer are paid.

- B. **Salary Increase.** Six (6) months following commencement of Employee's employment as City Manager, Employer agrees to consider a salary increase based upon successful results of a performance evaluation conducted in accordance with Section 4(C) below. Thereafter, Employee's base salary may be subject to annual compensation increases based upon annual performance evaluations, subject to such base compensation remaining within the approved salary range for the position of City Manager, as adjusted in future Annual Budget appropriations to the City's Classification and Compensation Plan (See City HR-40). Such base salary increases shall be treated in the same fashion as provided to other General Employees per the City's Classification and Compensation Plan.
- C. **Performance Evaluation.** Employer shall review the performance of Employee six (6) months following commencement of Employee's employment as City Manager. A second six-month performance evaluation shall be performed at the end of Employee's initial year of employment, with an adjustment to base compensation upon attainment of a successful evaluation. Thereafter, performance evaluations shall be completed on an annual basis with eligibility for base compensation increases upon attainment of a successful evaluation. Performance Evaluations shall be, subject to a process, form, criteria, and format which shall be mutually agreed upon by Employee and Employer.
5. **Health, Disability, and Life Insurance Benefits.**
- A. **Health Insurance.** Employer agrees to provide for health, hospitalization, surgical, vision, dental, and comprehensive medical insurance for Employee and his dependents in the same manner and under the same terms as provided to all other employees of the City of Paducah. Employer shall, at its discretion, select such providers.
- B. **Wellness Program.** Employee may elect to participate in the Wellness Program, to the extent that Employer continues to participate in such a program.
- C. **Life Insurance.** Employer agrees to pay for and provide Employee with a term life insurance policy valued at FIFTY THOUSAND DOLLARS (\$50,000.00.) Employee shall name the beneficiary of such life insurance policy.
6. **Vacation and Sick Leave.**
- A. **Vacation Leave.** Employee shall be advanced, as if accrued and earned, five (5) days of vacation leave beginning on the first day of his employment, which may be used, thereafter; Employee shall accrue vacation at the rate of fifteen (15) days per year.
- B. **Sick Leave.** Employee shall be advanced, as if accrued and earned, five (5) sick days beginning on the first day of his employment. Thereafter, Employee shall accrue sick leave at the rate of eighteen (18) days per year, up to a maximum of 150 days.

- C. **Accrual.** Employee is entitled to accrue all vacation time in the same manner and under the same terms as provided to all other similarly situated management employees of the City of Paducah. Employee is entitled to accrue unused sick leave up to a maximum of 150 days. In the event the Employee's employment is terminated, either voluntarily or involuntarily, Employee shall be compensated for accrued vacation time, up to a maximum of forty (40) days. Additionally, Employee shall be compensated for all accrued sick leave over fifty (50) days, up to a maximum of sixty (60) days' compensation.

7. **Automobile.** Employer agrees to pay Employee, during the term of this Agreement, the sum of FIVE HUNDRED (\$500) per month in lieu of providing Employee an automobile, payable in accordance with Employer's normal payroll policies. Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of such vehicle. It is agreed, however, that travel under circumstances entitling Employee to mileage reimbursement shall be governed by any travel policies adopted by Employer.

8. **Retirement.** Employee will participate in the Kentucky State Defined Benefit Retirement Program (CERS), with a four percent (4%) employee contribution and a five- year vesting period based on the July 1 fiscal year.

9. **General Business Expenses.**

- A. **Professional Dues and Education.** Employer agrees to pay for professional dues, including to the International City/County Management Association (ICMA) and the Kentucky City/Council Management Association (KCCMA), and subscriptions of Employee necessary for continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, for the good of and at the discretion of Employer.
- B. **Travel.** Employer agrees to budget and pay for reasonable travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including the ICMA Annual Conference, the Kentucky League of Cities and KCCMA, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member. Employer also agrees to pay for reasonable travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for Employee's professional development and the good of Employer.
- C. **Job-Related Expenses.** Employer recognizes that certain expenses of a job-related nature may be incurred by Employee. Employer agrees to reimburse or pay said reasonable and lawful expenses. The finance director is authorized to

disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.

- D. **Civic Organizations.** Employer acknowledges the value of having Employee participate in local civic clubs or organizations. Accordingly, Employer agrees to pay the reasonable membership fees and/or dues to enable Employee to become an active member in one (1) local civic club or organization.
- E. **Cell Phone.** Employer agrees to provide Employee with a cell phone stipend of SEVENTY-FIVE DOLLARS (\$75.00) per month, payable in accordance with Employer's normal payroll policies.

10. **Termination.**

By the Employer: Employer shall have the right to terminate this agreement during the Primary Term and Subsequent term for any of the following reasons:

- A. Employee's death;
- B. Employee becomes disabled which, as used in this Section shall mean Employee's inability to adequately perform his duties and services for a period in excess of 120 days, which disability was brought about or resulted from a prolonged illness, a physical or mental disability, or some other form of incapacity;
- C. Employer notifies Employee in writing within 90 days of the anniversary date of any Subsequent Term that Employer does not desire to renew this Agreement; or
- D. For Cause. "Cause" as used in this Section shall include any of the following conduct or events:
 - 1. dishonest, fraudulent, or illegal conduct;
 - 2. misappropriation of Employer property or funds;
 - 3. conviction of a felony or any other crime that brings disrepute to Employer;
 - 4. drug or alcohol dependency;
 - 5. engaging in unethical conduct, including, but not limited to, engaging in conduct that amounts to a conflict of interest, breaching any fiduciary duty or duty of loyalty to Employer, or engaging in conduct which substantially prejudices Employer; willful failure to comply with written instructions or directions of Employer to take affirmative action on a matter or willful failure to comply with written instructions or direction of the Employer to refrain from taking action on a matter;

6. failure to devote Employee's full-time efforts toward performing the duties and services to Employer under this agreement provided however, that Employer shall notify Employee in writing of its belief that Employee is failing to perform his work on a full-time basis and permit the Employee a period of 30 days to cure.

By the Employee: Employee shall have the right to terminate this Agreement during the Primary term or any Subsequent Term for any of the following reasons:

- A. If Employer, citizens, or legislature acts to amend any provisions of the Paducah City Charter pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination provided, however, said right to terminate shall not accrue until the responsibilities of Employee's position actually change.
- B. If Employer reduces the base salary, compensation, or any other financial benefit of Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such actions shall constitute a breach of this Agreement and will be grounds for termination.
- C. If Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as represented by the majority of the governing body that Employee resign, then Employee may declare a termination as of the date of the suggestion.
- D. Employee notifies Employer in writing within 90 days before the anniversary date of any Subsequent Term that Employee does not desire to renew the Agreement.

It is agreed and understood that all rights, duties, and obligations of the Parties shall cease upon termination, except as may otherwise be provided under Section 11 below.

11. **Severance.** Except as set forth herein, severance shall be paid to Employee when employment is terminated as defined in Section 10. It is understood, however, that Employee shall not be entitled to severance if such termination: 1) is terminated for cause as set forth above, 2) Employee notifies Employer that he does not desire to renew any Subsequent Term or 3) Employee voluntarily resigns as set forth in Section 12 below.

If Employee is terminated without cause, as defined in Section 10, Employer shall provide a severance payment equal to SIX (6) months' salary at the then current rate of pay. This severance shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee.

Employee shall also be compensated for accrued sick leave and vacation time, not to exceed the limits set out in Section 6, above.

Upon termination in which severance is to be paid, Employer shall also pay Employee a lump sum amount equal to SIX (6) months of City health allocation benefits (exclusive of wellness credits) at the level which Employee was receiving as of the date of his termination.

Upon termination in which severance is to be paid, Employer shall also pay to Employee a lump sum amount equal to SIX (6) months of City provided life insurance premiums at the level which Employee was receiving as of the date of his termination.

12. **Resignation.** In the event that Employee voluntarily resigns his position with Employer, Employee shall provide a minimum of thirty (30) days' notice, unless the Commission directs a shorter notice period.

13. **Outside Activities.** The employment provided for by this Agreement shall be Employee's sole employment. Employee shall devote his best efforts, energies, and skills for the benefit of Employer on a full-time basis. Recognizing that certain outside consulting or teaching opportunities may provide indirect benefits to the Employer and community, Employee may elect to accept limited teaching, consulting, or other business opportunities at the discretion of Employer, which shall be obtained in writing by Employee, with the understanding that such arrangements neither constitute interference with, nor conflict with, the interest of Employer or with Employee's responsibilities under this Agreement.

14. **Home Sale and Purchase, Moving and Relocation Expenses.**

- A. Employee agrees to establish residence within the corporate boundaries of the City of Paducah no later than February 1, 2022, and thereafter to maintain residence within the corporate boundaries of the local government during the term of employment by Employer.
- B. Employer agrees to pay to Employee up to SEVEN THOUSAND FIVE HUNDRED (\$7,500.00) for relocation expenses associated with establishing an official domicile within the corporate boundaries of the City of Paducah. Reimbursement can be used for expenses associated with house hunting trips, lodging, moving, storage, and/or other traditional relocation expenses.

15. **Indemnification.** Employer shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the lawful performance of Employee's duties as City Manager or resulting from the exercise of reasonable judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved gross negligence or willful or wanton conduct. Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs, and other reasonable costs and expenses of legal proceedings including attorneys' fees, and any other liabilities incurred by, imposed upon, or suffered by Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened,

arising out of or in connection with the performance of his duties. Legal representation will continue beyond employment for any claims or actions arising during the course of employment.

Any settlement of any claim must be made with prior written approval of Employer in order for indemnification, as provided in this Section, to be available.

16. **Bonding.** Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

17. **Other Terms and Conditions of Employment.** Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment as it may determine from time to time relating to the duties of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Paducah Charter or Ordinances, or any other law.

18. **Notices.** Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service. Postage prepaid, addressed as follows:

EMPLOYER: Mayor, City of Paducah, P.O. Box 2267, Paducah, KY 42002-2267

EMPLOYEE: DARON JORDAN, P.O. Box 5512, Paris, KY 40362

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

19. **Miscellaneous.**

A. **Integration.** This Agreement sets forth the entire understanding between the Employer and Employee relating to the employment of Employee by Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties, by mutual written agreement, may amend by written agreement any provision of this Agreement during the life of this Agreement. Such amendments shall be incorporated and made a part of this Agreement. It is agreed that this Agreement was mutually negotiated and drafted by both parties. In construing this Agreement and in determining the rights of the parties hereto, no party shall be deemed to have solely drafted or created this Agreement or have any provision construed against any party on the basis of who drafted the Agreement.

B. **Binding Effect.** This Agreement shall be binding upon Employer and Employee as well as their heirs, assigns, executors, personal representatives, and successors in office and in interest.

C. **Effective Date.** This Agreement shall be signed and effective upon

adoption of the appropriate Ordinance or Resolution by the Commission.

D. **Severability**. The invalidity or partial invalidity of any portion of this Agreement shall not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

IN WITNESS WHEREOF, the Paducah City Commission has caused this Agreement to be executed on its behalf by the City's Mayor and Employee this 29 day of JUNE, 2021.

GEORGE BRAY, Mayor - City of Paducah



DARON JORDAN, Employee

EXHIBIT A

KRS 83A.150

(7) The board shall in accordance with KRS 83A.080 create the office of city manager and set qualifications for the office, which shall include, but not be

limited to professional training or administrative qualifications with special reference to actual experience in or knowledge of accepted practice regarding duties of the office and 11st duties and responsibilities of the office which shall include, but not be limited to:

- (a) Being responsible to the board for the proper administration of all duties imposed upon him by ordinance;
- (b) Recommending to the board, subject to any statute, ordinance, or contract which relates to the appointment, tenure, or removal any employee, the appointment, and when necessary for the good of the service, the removal of subordinate employees and officers of the city. No officer or employee of the city shall be appointed or removed except through action by the board, except that the city manager may fill vacancies in the classified service pending the appointment by the board and may employ personnel for temporary positions subject to such conditions as may be imposed by the board;
- (c) Preparing the budget and submitting it to the board and being responsible for its administration after adoption;
- (d) Preparing and submitting to the board as of the end of each fiscal year a complete report on the finances and administrative activities of the city for the preceding year;
- (e) Keeping the board advised of the financial condition and future needs of the city and making recommendations as he deems desirable;
- (f) Maintaining liaison with related units of local government respecting interlocal contracting and joint activities;
- (g) Supervising all departments of city government and the conduct of all city officers and employees under his Jurisdiction and requiring each department to make reports to him required by ordinance or as he deems desirable; and
- (h) Performing other duties required of city executive authorities by statute or required of him by the board not Inconsistent with this section.

Ky. Rev. Stat. Ann. § 83A.150 (West)

Agenda Action Form

Paducah City Commission

Meeting Date: July 13, 2021

Short Title: Approve Professional Consulting Services Agreement with Arndt Municipal Support in an amount of \$7,844.00 plus actual expenses - **MAYOR BRAY**

Category: Municipal Order

Staff Work By: Lindsay Parish

Presentation By:

Background Information: This Municipal Order approves a consulting agreement between the City of Paducah and Arndt Municipal Support for executive level management consulting services. The consulting agreement would provide for up to twenty (20) hours of service per week for the month of August 2021 at a cost of \$7,844.00 plus actual out of pocket expenses (printing, delivery, travel, etc.).

Further, this Municipal Order authorizes a transfer to fund the professional consulting agreement in an amount of \$10,000 from the Administrative Contingency Account No. 10000106 524500 to the City Manager Other Contractual Services Account No. 10000103 523070.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Other Contractual Services

Account Number: 10000103 523070

Staff Recommendation:

Attachments:

1. agree- Arndt Municipal Support - 2021

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE CITY OF PADUCAH AND ARNDT MUNICIPAL SUPPORT FOR EXECUTIVE LEVEL MANAGEMENT CONSULTING SERVICES IN AN AMOUNT OF \$7,844.00 PLUS ACTUAL OUT-OF-POCKET EXPENSES, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

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

SECTION 1. That the City hereby authorizes and approves an Agreement with Arndt Municipal Support in substantially the form attached hereto and made part hereof (Exhibit A), in an amount of \$7,844.00 plus actual out-of-pocket expenses, for up to twenty (20) hours of service per week for the month of August 2021 and authorizes the Mayor to execute said agreement.

SECTION 2. That the City hereby authorizes the transfer of \$10,000 from the Administrative Contingency Account No. 10000106 524500 to the City Manager Other Contractual Services Account No. 10000103 523070. This agreement shall be funded through the City Manager Other Contractual Services Account.

SECTION 3. This order shall be in full force and effect from and after the date of its adoption.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 13, 2021
Recorded by Lindsay Parish, City Clerk, July 13, 2021
\\MO\\agree- Arndt Municipal Support - 2021

EXHIBIT 'A'



PROFESSIONAL CONSULTING SERVICES AGREEMENT

This Consulting Agreement (the “Agreement”) is made and entered into and effective this ____ day of _____, 2021 (the “Effective Date”) by and between **The City of Paducah Kentucky** with its principal place of business located at 300 S. 5th Street Paducah, Kentucky 49002 (the “Client”) and **Arndt Municipal Support Inc., an Illinois Corporation**, with its principal place of business located at 1542 West Polk Ave Charleston, Illinois 61920 (the “Consultant”) (hereinafter referred to individually as a “Party” and collectively as “the Parties”).

Recitals

WHEREAS, the Client desires to engage the Consultant to perform services in accordance and compliance with the “Scope of Services”, attached and incorporated herein as Exhibit A.

WHEREAS, the Consultant desires to perform the Services as hereinafter defined and desires to be so engaged.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and approved, the parties, intending to be legally bound, agree as follows:

Provisions

1. Engagement and Services

(a) **Engagement**. The Client hereby engages the Consultant to provide and perform the services set forth in Exhibit A attached hereto (the “Scope of Services”), and the Consultant hereby accepts the engagement.

(b) **Standard of Services**. All Services to be provided by Consultant shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a consultant with the background and experience that Consultant has represented it has. The Client shall provide such access to its information, property and personnel as may be reasonably required in order to permit the Consultant to perform the Services.

(c) Tools, Instruments and Equipment. Consultant shall provide Consultant's own tools, instruments and equipment and place of performing the Services, unless otherwise agreed between the Parties.

(d) Representation and Warranty. Consultant represents and warrants to the Client that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement or which will interfere with the performance of the Services.

(e) Legal Compliance. Consultant shall comply with all statutes, ordinances, laws, rules and regulations which may be applicable to the services provided hereunder.

(f) Client Obligations. Client shall establish a defined point of contact for the duration of the agreement and shall provide the data necessary to complete the Scope of Services defined herein.

2. Term

(a) Commencement. This Agreement shall commence on **August 1, 2021** and shall remain in effect until the completion of the Scope of Services or the earlier termination of this Agreement as provided in Article 2 (b) (the "Term").

(b) Termination. This Agreement may be terminated by either party, without cause and without liability, by giving thirty (30) calendar days written notice of such termination to the other party. In the event this Agreement is terminated by the Client, the Consultant shall be paid for all uncompensated work provided to the Client pursuant to the terms of this agreement.

3. Consultancy Fee and Expenses

(a) Consultancy Fee. In consideration of the Services to be rendered hereunder, the Client shall pay Consultant a fee payable at the time and pursuant to the procedures set forth in Exhibit B attached hereto (the "Consultancy Fee").

(b) Out of Pocket Expenses. Consultant shall be entitled to reimbursement for all out of pocket expenses reasonably incurred in the performance of the Services, as outlined in Exhibit B attached hereto.

(c) Payment. The Consultant shall submit to the Client a monthly invoice detailing the Services performed during the preceding month and the amount due. All such invoices shall be due and payable within fifteen (15) calendar days after receipt thereof by the Client. All invoices submitted pursuant to this Section shall be sent via email to **msmolen@paducahky.gov** and said invoices shall be presumed to be delivered once sent to that email address.

4. Confidentiality and Proprietary Information

Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Agreement ("Data"), other than the Consultant's confidential information, will be and remain the sole property of the Client. The Consultant must promptly deliver all Data to the Client at the Client's request. The Consultant is responsible for the care and protection of the Data until that delivery. The Consultant may retain one copy of the Data for the Consultant's records subject to the Consultant's continued compliance with the provisions of this Contract.

5. System Access

(a) Grant of License to Access System. Client hereby grants to the Consultant the right to access and use the System, as defined below, in accordance with the terms of this Agreement.

(b) System. For the purposes of this Agreement “System” means the Client’s information systems, any information or data in such system and any passwords or other information or devices which are provided to Consultant to gain access to such system or information therein.

(c) Authorization to Access the System. While this Agreement is in effect, Consultant may access the System to view and input permitted information. The information which is permitted to be viewed and input by Consultant shall be limited exclusively to information that is directly pertinent to the Scope of Services defined herein.

6. Insurance

Proof of Insurance. Consultant shall maintain at its sole expense liability insurance covering the performance of the Services provided to the Client. Client may require Consultant to provide a certificate of insurance evidencing such coverage.

7. Independent Contractor

Independent Contractor Services Only. The Consultant agrees that all Services will be rendered by it as an independent contractor and that this Agreement does not create an employer-employee relationship between the Consultant and the Client. The Consultant shall have no right to receive any employee benefits provided by the Client to its employees. Consultant agrees to pay all taxes due in respect of the Consultancy Fee and to indemnify the Client in respect of any obligation that may be imposed on the Client to pay any such taxes or resulting from Consultant’s being determined not to be an independent contractor. This Agreement does not authorize the Consultant to act for the Client as its agent or to make commitments on behalf of the Client.

8. Indemnification

(a) Professional Liability. With regard to the services to be performed by Consultant pursuant to the terms of this Agreement, the Consultant shall not be liable to Client, or to anyone who may claim any right due to his relationship with Client, for any acts or omissions in the performance of said services on the part of the Consultant or on the part of the agents or employees of the Consultant; except when said acts or omissions of Consultant are due to its willful misconduct. Client shall hold the Consultant free and harmless from any obligations, costs, claims, judgments, attorneys’ fees and attachments arising from or growing out of the services rendered to Client pursuant to the terms of this agreement or in any way connected with the rendering of said services, except when the same shall arise due to the willful misconduct as determined by a court of competent jurisdiction.

(b) Limitations on Liability. Client agrees that the liability of Consultant its officers, agents, employees, and contractors, regardless of the legal theory under which such liability is imposed, shall not exceed the total fee paid to Consultant for the analysis or recommendations or other associated services that gave rise to the claim being asserted by Client. In no event shall Consultant its officers, agents, employees and contractors, be liable for any special, incidental or consequential damages.

9. Force Majeure

Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, winter storms, explosions or other acts of nature. The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume.

10. Non-Publicity

Confidentiality. Each of Client and Consultant agree not to disclose the existence or contents of this Agreement to any third party without the prior written consent of the other Party except: (i) to its advisors, attorneys or auditors who have a need to know such information, (ii) as required by law or court order, (iii) as required in connection with the reorganization of a Party, or its merger into any other corporation, or the sale by a Party of all or substantially all of its properties or assets, or (iv) as may be required in connection with the enforcement of this Agreement.

11. Assignment

Assignability and Transferability. The Services to be performed by Consultant hereunder are personal in nature, and Client has engaged Consultant as a result of Consultant's expertise relating to such Services. Consultant, therefore, agrees that it will not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty or obligation under this Agreement without the Client's prior written consent. Nothing in this Agreement shall prevent the assignment by the Client of this Agreement or any right, duty or obligation hereunder to any third party.

12. Governing Law and Dispute Resolution

(a) Client's State Law and Venue to Govern. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without giving effect to any choice of law or conflict of law provisions. The Parties consent to the jurisdiction and venue in the courts of McCracken County.

13. General

(a) Entirety. This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

(b) Waiver of Provisions. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision(s) of this Agreement.

(c) Severability. Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision.

14. Taxes

- (a) Arndt Municipal Support Inc. FEIN. Consultant has the following identification number for income tax purposes: 86-1211128
- (b) Tax Applicability. Consultant is subject to and responsible for all applicable federal, state, and local taxes.
- (c) Tax Exempt Status. Client represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Consultant at the execution of this agreement.

(signatures appear on following page)

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Signed for and on behalf of
City of Paducah, Kentucky

By: _____
Name:
Title:

Signed for and on behalf of
Arndt Municipal Support Inc.

By: _____
Name: James W. Arndt
Title: President/CEO



Exhibit A

Scope of Services

The following list provides a general overview of the work to be done for the **City of Paducah, Kentucky** by the Consultant:

Project: Executive Level Management Consulting Services.....\$7,844.00

Provide miscellaneous local government management consulting services on a retainer basis for up to twenty (20) hours per week during the month of August 2021. Said services will be provided by phone, teleconference, Zoom, or in person. Consultant shall perform work as directed by the City Manager's Office.



Exhibit B

Consultancy Fee

Consultant shall receive the following compensation for services as defined in this Agreement:

1. Consultancy Fee. The fee for the completion of the Project will be determined based upon the scope of services identified in "Exhibit A" above plus actual **Out of Pocket Expenses** incurred by Consultant as defined below.
2. Payment Timing. Project costs shall be paid out monthly per 3(c) of the Agreement until paid in full.
3. Out of Pocket Expense. Actual Out of Pocket Expenses will consist of actual costs incurred by Consultant for printing, delivery, travel, and any other similar expenses required to provide the above Scope of Services. Such expenses shall be billed monthly to the Client at the direct and actual cost to Consultant.
4. Additional Requests for Services. Consultant agrees to provide services beyond the Scope of Services within this Agreement at an hourly rate of \$125/Hour plus Out of Pocket Expenses identified herein.

Agenda Action Form

Paducah City Commission

Meeting Date: July 13, 2021

Short Title: Amend Section 78-31 of the Paducah Code of Ordinances to Designate Juneteenth National Independence Day as a Holiday for City Employees - **M SMOLEN**

Category: Ordinance

Staff Work By: Michelle Smolen, James Arndt

Presentation By: Michelle Smolen

Background Information:

The City wants to be a community leader in diversity, equity and inclusion. Juneteenth National Independence Day commemorates the end of slavery in the United States and was designated a federal holiday as of June 17, 2021. The City Manager's Office is recommending to amend Section 78-31 Holidays to include Juneteenth as a designated holiday for all City employees to become effective starting on January 1, 2022. This holiday shall also be available to those employees covered under collective bargaining agreements. This action also aligns with the City's Minority Inclusion action item in the Commission Priorities.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority: Minority Inclusion - Intentional minority inclusions in City employment, Committees and Boards

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Amend Section 78-31 of the Paducah Code of Ordinances to Designate Juneteenth National Independence Day as a holiday for City employees

Attachments:

1. ORD - 78-31 Holidays - Juneteenth

ORDINANCE NO. 2021-____-_____

**AN ORDINANCE AMENDING CHAPTER 78
OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH**

WHEREAS, the City of Paducah values the employees and staff members of the City of Paducah; and

WHEREAS, the City of Paducah wishes to recruit and retain quality employees by offering competitive benefits; and

WHEREAS, Juneteenth was designated a federal holiday as of June 17, 2021; and

WHEREAS, the City of Paducah now wishes to amend Chapter 78 of the Code of Ordinances of the City of Paducah, to include Juneteenth as a designated holiday for City employees, effective January 1, 2022.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PADUCAH,
KENTUCKY:

SECTION 1. That the City of Paducah, Kentucky, hereby amends Chapter 78 of the Paducah Code of Ordinances as follows:

Sec. 78-31. Holidays.

(a) The following days during each calendar year are hereby designated as holidays on which all City employees will be granted a holiday:

- (1) New Year's Eve Day;
- (2) New Year's Day (January 1);
- (3) Martin Luther King, Jr. Day;
- (4) Memorial Day;
- (5) Juneteenth National Independence Day
- ~~(5)~~(6) Independence Day (July 4);
- ~~(6)~~(7) Labor Day;
- ~~(7)~~(8) Thanksgiving Day;
- ~~(8)~~(9) The day immediately following Thanksgiving Day;
- ~~(9)~~(10) Christmas Eve (December 24);
- ~~(10)~~(11) Christmas Day (December 25);
- ~~(11)~~(12) One personal day;

and other holidays as may from time to time be designated by motion of the Board of Commissioners. If any of the days mentioned herein as holidays fall on a Saturday or Sunday, in such event, such holiday shall be recognized on a day, Monday through Friday, as determined by the City Commission.

- (b) As soon as possible after any holiday, the Police and Fire Department personnel shall be granted a leave of one (1) day to be selected by the respective head of the Police Department and Fire Department.
- (c) All other employees will be paid for recognized holidays not worked in an amount equivalent to eight (8) times the employee's regular hourly rate or the equivalent of one (1) day's pay. Such other employees who are required to work on a recognized holiday shall be further compensated at one and one-half (1 ½) times their straight time hourly rate. Members of the Police Department will receive double compensatory time for actual holidays worked.
- (d) Members of the Fire Department working as a member of a platoon performing duty in shifts of twenty-four (24) hours on duty and forty-eight (48) hours off duty shall be given holiday time as may be scheduled with the Chief of the Fire Department with a credit of two (2) holidays per twenty-four (24) hour shift, and they shall be compensated for such holiday at their average earnings including regular and overtime pay for a fifty-six (56) hour work week.
- (e) Holiday pay for employees of 911 Emergency Communication Service.
 - (1) For the purpose of this subsection, a qualifying quarter of service shall be a quarter in which a part-time employee of the Emergency Communication Service is paid for a minimum average of thirty (30) hours of work per week.
 - (2) All full-time employees of the 911 Emergency Communication Service shall be entitled to holiday pay in accordance with this section.
 - (3) After completion of one (1) year of service with the Emergency Communication Service, part-time employees shall be granted holiday benefits and pay in accordance with this section for each qualifying quarter of service. For determining an employee's eligibility for holiday benefits and pay, reference shall be made to the quarter preceding the holiday in question. If the employee did not complete a qualifying quarter of service during the preceding quarter, the employee shall not be eligible for holiday benefits and pay for which the employee would otherwise be entitled.
 - (4) Notwithstanding the foregoing provisions of this subsection, no part-time employee of the Emergency Communication Service shall be entitled to accrue holiday benefits until such employee has completed one (1) year of service.

SECTION 2. Recognition of Juneteenth as a designated holiday of the City of Paducah shall become effective January 1, 2022.

SECTION 3. This Ordinance shall be read on two separate days and become effective upon summary publication pursuant to KRS Chapter 424.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, July 13, 2021

Adopted by the Board of Commissioners, July 27, 2021

Recorded by Lindsay Parish, City Clerk, July 27, 2021

Published by *The Paducah Sun*, _____

ORD\78-31 – Juneteenth Holiday

Agenda Action Form

Paducah City Commission

Meeting Date: July 13, 2021

Short Title: Change Order for Pump Station #2 Construction Contract with Pace Contracting, LLC in the amount of \$121,733.29. - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend

Presentation By: Rick Murphy

Background Information: Summary: Change Order #1 to Pace Contracting, LLC construction contract in the amount of \$121,733.29 due to unforeseen conditions resulting in a final contract amount of \$4,621,733.29.

Background: As part of the Paducah Floodwall Rehabilitation Project in conjunction with the US Army Corps of Engineers, Ordinance 2020-08-8652 was approved on August 25, 2020 with Pace Contracting, LLC for a construction contract in the amount of \$4.5M for the Pump Station #2 Rehabilitation Project. This was a rebid of the contract after the original contractor defaulted on the contract. Pace has experienced several unforeseen circumstances resulting in additional costs to them.

The unforeseen conditions consisted of:

Proposal #6: Missing Components and Damaged Materials

The new discharge piping and couplings for the project were purchased and provided by the previous contractor, Huffman Construction LLC. Upon award of The Project rebid, Pace determined that some of the couplings were damaged and several components were missing. To facilitate installation of the discharge piping these elements had to be replaced. **Cost: \$88,929.66**

Proposal #7: Fabrication of Motor #5 Adjustment Nut

The previous contractor, Huffman Construction LLC, removed and stored Motor #5 to allow for removal of Pump #5. Upon award of The Project rebid, Pace determined the adjustment nut for Motor #5 was missing. To facilitate re-installation of the motor a new adjustment nut had to be fabricated. **Cost: \$10,970.00**

Proposal #8: Emergency Repairs of 48in Discharge Pipe

The 48" discharge piping associated with Pump #5 failed during operations. This hole in the pipe that created associated erosion of soil and rock under the headwall. To prevent additional damage to the levee and headwall and to allow for future pumping operations Pace was asked to construct a temporary patch of this pipe. **Cost: \$21,833.63**

HDR Engineering recommends that the City seek reimbursement for this Change Order No 1 from Western Surety Company, the issuer of the Performance and Payment Bonds (Bond No. 30032288) for Huffman Construction LLC (Huffman). Proposal #6 and Proposal #7 are both costs directly associated with Huffman's mismanagement of components on the job site, which resulted in lost and or damaged materials. It can also be reasonably inferred that Proposal #8 would not have occurred if Huffman would have met their contractual date of completion November 30, 2020. These pipes were due to be replaced under their contract. The pipe failure did not occur until April 19, 2021 well after their expected date of completion.

The total change order amount is \$121,733.29 resulting in a final contract amount of \$4,621,733.29.

The Pump Station #2 Rehabilitation Project is part of the larger US Army Corps of Engineers' Paducah Local Flood Protection Project (LFPP) System rehabilitation project. This approximately \$36M project involves the

rehabilitation of all pump stations, discharge pipes, flap gates and other structures associated with the Paducah Local Flood Protection Project (LFPP) System.

The federal government is a 65% partner with the City contributing 35% to the total overall cost of the project. The Pump Station #2 Rehabilitation Project is part of the City's in-kind match and counts toward the 35% project portion

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority: [Commission Priorities List](#)

Communications Plan: Coordinate with the Communications Manager for press releases and social media posts.

Funds Available: Account Name: Pump Station #2

Account Number: FW0014

Staff Recommendation: Authorize and direct the Mayor to sign Change Order #1 with Pace Contracting, LLC for the construction contract on Pump Station #2 Rehabilitation Project in the amount of \$121,733.29 with a final contract amount of \$4,621,733.29

Attachments:

1. ORD CHGORD1- Pace Contracting LLC – Pump Station #2
2. FPS2_CO1_Recommendation
3. Paducah FPS 2_CO 1_Pace

ORDINANCE NO. 2021-07-_____

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 WITH PACE CONTRACTING LLC. TO INCREASE THE CONTRACT BY \$121,733.29 FOR THE PUMP STATION #2 REHABILITATION PROJECT

WHEREAS, On August 25, 2020, the City approved Ordinance 2020-08-8652, authorizing a professional services contract with Pace Contracting, LLC for a construction contract in the amount of \$4,500,000 for the Pump Station #2 Rehabilitation Project; and

WHEREAS, unforeseen circumstances including missing components, damaged materials, fabrication of Motor #5 adjustment nut, and emergency repairs of the 48" discharge pipe have resulted in additional costs to Pace Contracting; and

WHEREAS, Change Order No. 1 is required for an increase in the amount of \$121,733.29 adjusting the total construction project from \$4,500,000 to \$4,621,733.29.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute Change Order No. 1 with Pace Contracting, LLC for an increase in the amount of \$121,733.29 and a new total contract cost of \$4,621,733.29.

SECTION 2. This expenditure shall be charged to the Pump Station #2 Project Account FW0014.

SECTION 3. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners July 13, 2021
Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
Published by The Paducah Sun, _____
\\ord\eng\CHGORD1- Pace Contracting LLC – Pump Station #2



July 2, 2021

Rick Murphy, P.E.
City of Paducah
300 South 5th Street
Paducah, KY 42003

RE: Flood Pump Station #2 Rehabilitation – Change Order #1

Dear Mr. Murphy:

Pace Contracting, LLC (Pace) has experienced several unforeseen conditions during the construction of the Flood Pump Station #2 Rehabilitation Project (The Project). These changes have resulted in additional compensation due to Pace. The following are the Change Proposal Request descriptions and corresponding costs:

- Change Proposal Request #6 (CPR6) – Missing Pipe and Damaged Materials **\$88,929.66**
The new discharge piping and couplings for the project were purchased and provided by the previous contractor, Huffman Construction LLC. Upon award of The Project rebid Pace, determined that some of the couplings were damaged and several components were missing. To facilitate installation of the discharge piping these elements had to be replaced.
- Change Proposal Request #7 (CPR7) – Fabrication of Motor #5 Adjustment Nut **\$10,970.00**
The previous contractor, Huffman Construction LLC, removed and stored Motor #5 to allow for removal of Pump #5. Upon award of The Project rebid, Pace determined the adjustment nut for Motor #5 was missing. To facilitate re-installation of the motor a new adjustment nut had to be fabricated.
- Change Proposal Request #8 (CPR8) – Emergency Repair of 48” Discharge Pipe **\$21,833.63**
The 48” discharge piping associated with Pump #5 failed during operations. This hole in the pipe that created associated erosion of soil and rock under the headwall. To prevent additional damage to the levee and headwall and to allow for future pumping operations Pace was asked to construct a temporary patch of this pipe.

Recommendation

HDR has reviewed the costs provided by Pace for the referenced CPRs and agree with the supported cost breakdowns. It is recommended that the City move forward with inclusion



of CPR 6, CPR 7, and CPR 8 into Change Order #1 for an increase of **\$121,733.29** and a new total contract amount of **\$4,621,733.29**.

Additionally, it is recommended that the City seeks reimbursement for these CPRs from Western Surety Company, the issuer of the Performance and Payment Bonds (Bond No. 30032288) for Huffman Construction LLC (Huffman). CPR 6 and CPR 7 are both costs directly associated with Huffman's mismanagement of components on the job site, which resulted in lost and or damaged materials. It can also be reasonably inferred that CPR 8 would not have occurred if Huffman would have met their contractual date of completion November 30, 2020. These pipes were due to be replaced under their contract. The pipe failure did not occur until April 19, 2021 well after their expected date of completion.

Please let me know if you have any questions comments or need additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'KJ' followed by a stylized flourish.

Kyle Guthrie, P.E.
Associate Vice President

Cc: Melanie Townsend
Sheryl Chino
Savannah Wing

Attachments: Paducah FPS_2_CO_1_Pace.pdf

Date of Issuance:
Owner: **City of Paducah**
Contractor: **Pace Contracting LLC**
Engineer: **HDR Engineering, Inc**
Project: **Flood Pump Station #2 Rehab**

Effective Date:
Owner's Contract No.: **CDBG No. 17-020**
Contractor's Project No.: **17-020**
Engineer's Project No.: **10032833**
Contract Name: **Paducah PS #2 Rehab**

The Contract is modified as follows upon execution of this Change Order:

Description:

- Pipe Missing and Damaged Materials
- New Adjustment Nut
- Emergency 48" Repair

Attachments: *HDR Change Order Recommendation
CPR #6, CPR #7, & CPR #8*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>4,500,000.00</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Increase from previously approved Change Orders No. ____ to No. ____: \$ <u>0</u>	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>4,500,000.00</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Increase of this Change Order: \$ <u>121,733.29</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>4,621,733.29</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



Change Proposal Request No: 6

(Not a Change Order)

Project Name:

Flood Pump Station #2 Rehabilitation

HDR Project No:

10032833-4.0

Contractor:

Pace Contracting LLC

Project Owner:

City of Paducah

Owner's Project No. (If applicable):**Regulatory Agency Project No. (If applicable):****Initiated by**☐ Engineer ☒ CM/Contractor**Date:**

2/8/2021

Attention:

The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- 1) A breakdown of cost SHALL be provided upon request by the Owner or Engineer.
- 2) Work shall not commence until authorized by the Owner.

Description of Proposed Change :

The existing piping on site was missing components and some segments were damaged. Pace has provided a breakdown of the cost to replace and repair the necessary materials.

Section No.:**Drawing No.:****File Attachments:**

COR 006.pdf

By _____

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

☐ Increased ☐ Decreased ☒ Unchanged

by _____ calendar days.

This change will: ☒ Add ☐ Deduct ☐ Not Change

\$88,929.66

General Contractor

Date

HDR Recommendation:

☒ Recommend Acceptance

☐ Do Not Recommend Acceptance

By: Engineering

Date 7/1/21

Owner's Action:

☐ Accepted ☐ Not Accepted

By: Owner

Date



15415 Shelbyville Rd,
Louisville, KY 40245
502.386.8997 (cell)
502.815.4145 (office)

CLIENT CHANGE ORDER REQUEST

Date: 2/8/2012
Pace Job No. 5495
Request No. **1-6**

Kyle Guthrie, PE
HDR Inc.
4645 Village Square Drive, Suite F
Paducah, KY 42001

Project Name: Paducah FPS #2 Rehabilitation

Qty	Unit	Description:	Ext. Price	+ Days
1	LS	Replacement Parts & Hardware	\$ 88,929.66	0
				0
				0
				0
				0
Total Change Order:			\$ 88,929.66	0

Comments:

This COR includes the following: Missing and damaged materials from a time between Huffman's demobilization and PACE's mobilization. Replacement gaskets for Straub couplings that were damaged due to weather exposure.

J.D. Fiske
Sr. Project Manager
PACE CONTRACTING, LLC
jdfiske@pacecontractingllc.com
(502) 471-1121

A handwritten signature in black ink, appearing to be 'J.D. Fiske', written over a horizontal line.

Signature

Signature

Printed Name:

Date: February 8th, 2021

Date:

Change Order Request Cost Breakdown



Pace Project # 5495

Date 2/8/2012

Project Name Paducah FPS #2 Rehabilitation

Description Replacement Coupling, Straub Gaskets, Smith-Blair Gaskets & Hardware, Tie-Rod Hardware

Request # 46

MATERIALS

ITEM	QUANTITY	UNIT	UNIT PRICE	COST
48" Straub Coupling (replacement for damaged)	1	LS	\$ 4,697.25	\$ 4,697.25
Replacement Coupling Gaskets	1	LS	\$ 8,764.61	\$ 8,764.61
Replacement Coupling Gaskets - Smith Blair	1	LS	\$51,814.27	\$ 51,814.27
Replacement Tie-Rod Hardware	1	LS	\$ 6,641.84	\$ 6,641.84
				\$ -
				\$ -
			Sub	\$ 71,917.97
			Tax 6.00%	\$ 4,315.08
MATERIAL TOTAL				\$ 76,233.05

LABOR

ITEM	QUANTITY	UNIT	UNIT PRICE	COST
				\$ -
LABOR TOTAL				\$ -

EQUIPMENT

ITEM	QUANTITY	UNIT	UNIT PRICE	COST
				\$ -
EQUIPMENT TOTAL				\$ -

SUBCONTRACTS

ITEM	QUANTITY	UNIT	UNIT PRICE	COST
				\$ -
SUBCONTRACTS TOTAL				\$ -

FEE SUMMARY

DESCRIPTION	%
Bond Fee	1.00%
OVERHEAD %	5.00%
FEE %	10.00%

SUMMARY	AMOUNT
MATERIALS	\$ 76,233.05
LABOR	\$ -
EQUIPMENT	\$ -
SUBCONTRACTORS	\$ -
DIRECT COST SUBTOTAL	\$ 76,233.05
OVERHEAD	\$ 3,811.65
SUBTOTAL 1	\$ 80,044.70
FEE	\$ 8,004.47
SUBTOTAL 1	\$ 88,049.17
Bond Fee (1%)	\$ 880.49
SUBTOTAL 1	\$ 88,929.66
TOTAL	\$ 88,929.66

Comments:



Change Proposal Request No: 7

(Not a Change Order)

Project Name:

Flood Pump Station #2 Rehabilitation

HDR Project No:

10032833-4.0

Contractor:

Pace Contracting LLC

Project Owner:

City of Paducah

Owner's Project No. (If applicable):**Regulatory Agency Project No. (If applicable):****Initiated by**☐ Engineer ☒ CM/Contractor**Date:**

2/1/2021

Attention:

The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- 1) A breakdown of cost SHALL be provided upon request by the Owner or Engineer.
- 2) Work shall not commence until authorized by the Owner.

Description of Proposed Change :

To fabricate a new adjustment nut for Motor #5, Pace will need to remove Motor #3, this motor is identical to #5 and houses the same adjustment nut. The scope of work involves disconnecting the electrical feed to Motor #3, removal of the motor, taking measurements of the adjustment nut, fabrication of an identical component, and reinstalling the motor and associated electrical feed.

Section No.:**Drawing No.:****File Attachments:**

COR 5495 - 005 Nut Removal Machining.pdf

By _____

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

☐ Increased ☐ Decreased ☒ Unchanged

by _____ calendar days.

This change will: ☒ Add ☐ Deduct ☐ Not Change

\$10,970.00

General Contractor

Date

HDR Recommendation:☒ Recommend Acceptance☐ Do Not Recommend Acceptance

By: Engineering

Date 7/1/21

Owner's Action:☐ Accepted ☐ Not Accepted

By: Owner

Date



15415 Shelbyville Rd,
Louisville, KY 40245
502.471.11217 (cell)
502.736.6267 (office)

CLIENT CHANGE ORDER REQUEST

Date: 4/22/2021
Pace Job No. 5495
Contract No.
Request No. COR 5495- 00~~5~~ 7

Kyle Guthrie, PE
HDR Inc.
4645 Village Square Drive, Suite F
Paducah, KY 42001

Project Name: Paducah FPS #2 Rehabilitation

Description:	Cost	+ Days
Price for S & K to remove nut on Pump 5 Motor and have it machined for replacement nut for 500 HP motor.	\$ 10,970.70	0

Total Change Order Request: \$ 10,970.70

Change in Contract Calendar Days: 0 Days

Comments:

Accepted by:

PACE CONTRACTING, LLC

A handwritten signature in black ink, appearing to read 'Mike Mulhall', is written over a horizontal line.

Signature

Printed Name: Mike Mulhall

Date: 4.20.2021

Signature

Printed Name:

Date:

 space
contracting llc

Date 4/22/2021

Description	Price for S & K to remove nut on Pump 5 Motor and have it machined for replacement nut for 500 HP motor.
--------------------	--

MATERIALS

ITEM	QUANTITY	UNIT	UNIT PRICE	COST
				\$ -
				\$ -
				\$ -
		Tax	6.00%	\$ -
MATERIAL TOTAL				\$ -

ITEM	QUANTITY	UNIT	UNIT PRICE	COST
				\$ -
				\$ -
LABOR TOTAL				\$ -

ITEM	QUANTITY	UNIT	UNIT PRICE	COST
				\$ -
EQUIPMENT TOTAL				\$ -

ITEM	QUANTITY	UNIT	UNIT PRICE	COST
S & K cost to remove and make nut replacement	1	ls	\$ 9,457.50	\$ 9,457.50
				\$ -
				\$ -
				\$ -
				\$ -
SUBCONTRACTS TOTAL				\$ 9,457.50

DESCRIPTION	%
Bond Fee	1.00%
OVERHEAD %	5.00%
FEE %	10.00%

SUMMARY	AMOUNT
MATERIALS	\$ -
LABOR	\$ -
EQUIPMENT	\$ -
SUBCONTRACTORS	\$ 9,457.50
DIRECT COST SUBTOTAL	\$ 9,457.50

Overhead & FEE & Bond	\$ 1,513.20
SUBTOTAL 1	\$ 10,970.70

TOTAL	\$ 10,970.70
-------	--------------

Comments _____



S & K EQUIPMENT COMPANY, Inc.

... When Quality Counts ...

P. O. Box 342
1243 Bayou Street
Vincennes, IN 47591
Ph (812) 886-0245
Fx (812) 886-1211

April 21, 2021

Quotation # 4-8771-21

Mr. Mike Mulhall
Pace Contracting, LLC
15415 Shelbyville Road
Louisville, KY 40245

(502) 815-4142

Subject: ***Paducah Levee System Reconstruction***
Flood Station # 2
Paducah, KY

Dear Mr. Mulhall,

We are pleased to offer the following proposal based upon our best interpretation of the Contract Documents. We appreciate the opportunity to quote on your equipment needs. We wish to quote as follows:

One (1) – Complete drive assembly consisting of Motor drive hub; drive hub adjusting locknut and jib key. Also machine new drive pins as two are missing. Machined, fitted, and assembled on motor in storage ready to ship to Cascade.

PRICE f. o. b. S. P. Freight Allowed \$ 9,457.50

Estimated delivery: 2-3 weeks after receipt of all raw material.

Freight: Freight charges are included in our pricing. Freight charges will be prepaid and are included within this offering.

Payment Terms: Net 30 days with 1.5 % added monthly to past due accounts including reasonable attorney or collection fees. Payment terms subject to credit approval and open for negotiation. S & K Equipment Company's terms & conditions apply to the sales of quoted material listed above and shall not be modified. Any terms, other than S & K Equipment's standard terms & conditions, attached by the purchaser on issued purchase orders will be considered null & void. By issue of purchase order, either verbally or in writing, the purchaser agrees with all S & K Equipment's Terms & Conditions and agrees that S & K Equipment's terms shall govern the purchase. Copies of our terms & conditions are available upon request. If purchaser is in breach of any or all conditions of sale, S & K reserves the right to modify these terms without notice at its sole discretion.

Retainage:

S & K is an equipment manufacturer and is not, nor is to be considered, a sub-contractor; as such S & K may not agree to and are not bound by the contractual requirements of the purchaser where they are different from the Conditions of Sale. S & K will not accept withholding of retainage. Any retainage withheld will be considered a non-payment and a breach of the conditions of sale listed hereof and amount withheld will be subject to interest charges at the rate of 1.5% monthly assessed from the due date of the original invoice until paid in full, including interest accrued.

Mike, we trust you will find everything in order. Should questions arise or you require additional information please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven", with a stylized flourish at the end.

Steven Gott
S & K Equipment

SMG/jl



Change Proposal Request No: 8

(Not a Change Order)

Project Name:

Flood Pump Station #2 Rehabilitation

HDR Project No:

10032833-4.0

Contractor:

Pace Contracting LLC

Project Owner:

City of Paducah

Owner's Project No. (If applicable):**Regulatory Agency Project No. (If applicable):****Initiated by**☒ Engineer [] CM/Contractor**Date:**

4/16/2021

Attention:

The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- 1) A breakdown of cost SHALL be provided upon request by the Owner or Engineer.
- 2) Work shall not commence until authorized by the Owner.

Description of Proposed Change :

Provide a means to seal the hole in the existing 48" discharge pipe and backfill the void created from washout.

Section No.:**Drawing No.:****File Attachments:**

COR 5495 - 006 48 inch Discharge Pipe Repair.pdf

20210416_090439.jpg

20210416_091044.jpg

20210416_091401.jpg

20210416_091647.jpg

masterlife-sra-035-tds.pdf

80-3 flowable pace contr. pump 2.xls

By



Change Proposal Request No: 8

(Not a Change Order)

Project Name:

Flood Pump Station #2 Rehabilitation

HDR Project No:

10032833-4.0

Contractor:

Pace Contracting LLC

Project Owner:

City of Paducah

Owner's Project No. (If applicable):**Regulatory Agency Project No. (If applicable):****Initiated by**☐ Engineer ☐ CM/Contractor**Date:**

4/16/2021

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

☐ Increased ☐ Decreased ☒ Unchanged

by _____ calendar days.

This change will: ☒ Add ☐ Deduct ☐ Not Change

\$21,833.63

HDR Recommendation:☒ Recommend Acceptance☐ Do Not Recommend Acceptance

By: Engineering

Date 7/1/21

Owner's Action:☐ Accepted ☐ Not Accepted

General Contractor

By: Owner

Date

Date



15415 Shelbyville Rd,
Louisville, KY 40245
502.471.11217 (cell)
502.736.6267 (office)

CLIENT CHANGE ORDER REQUEST

Date: 4/28/2021
Pace Job No. 5495
Contract No.
Request No. COR 5495- 006

Kyle Guthrie, PE
HDR Inc.
4645 Village Square Drive, Suite F
Paducah, KY 42001

Project Name: Paducah FPS #2 Rehabilitation

Description:	Cost	+ Days
T & M work to repair 48 inch Steel Discharge Pipe and use flowable fill in washout 4/21/21 to 4/23/21	\$ 21,833.63	0

Total Change Order Request: \$ 21,833.63

Change in Contract Calendar Days: 0 Days

Comments:

Accepted by:

PACE CONTRACTING, LLC

A handwritten signature in black ink, appearing to read 'Mike Mulhall', is written over a horizontal line.

Signature

Printed Name: Mike Mulhall

4/28/2021

Signature

Printed Name:

Date:

Change Order Request Cost Breakdown



Pace Project # 5495

Date 4/28/2021

Project Name Paducah FPS #2 Rehabilitation

Description T & M work to repair 48 inch Steel Discharge Pipe and use flowable fill in washout 4/21/21 to 4/23/21

Request # 6

MATERIALS

ITEM	QUANTITY	UNIT	UNIT PRICE	COST
Concrete - Flowable Fill	48	cy	\$ 125.00	\$ 6,000.00
Misc. Material to line pipe	1	ls	\$ 400.00	\$ 400.00
				\$ -
		Tax	6.00%	\$ 360.00
MATERIAL TOTAL				\$ 6,760.00

LABOR

ITEM	QUANTITY	UNIT	UNIT PRICE	COST
Foreman	33	hr	\$ 60.00	\$ 1,980.00
Carpenter (2 each)	66	hr	\$ 55.00	\$ 3,630.00
Travel Pay	9	day	\$ 100.00	\$ 900.00
LABOR TOTAL				\$ 6,510.00

EQUIPMENT

ITEM	QUANTITY	UNIT	UNIT PRICE	COST
Skidsteer	1	day	\$ 579.61	\$ 579.61
Excavator	1	day	\$ 2,138.55	\$ 2,138.55
Foreman Truck	33	hr	\$ 16.00	\$ 528.00
EQUIPMENT TOTAL				\$ 3,246.16

SUBCONTRACTS

ITEM	QUANTITY	UNIT	UNIT PRICE	COST
Whitehead Concrete Pumping	1	ls	\$ 2,200.25	\$ 2,200.25
				\$ -
				\$ -
SUBCONTRACTS TOTAL				\$ 2,200.25

FEE SUMMARY

DESCRIPTION	%
Bond Fee	1.00%
OVERHEAD %	5.00%
FEE %	10.00%

SUMMARY	AMOUNT
MATERIALS	\$ 6,760.00
LABOR	\$ 6,510.00
EQUIPMENT	\$ 3,246.16
SUBCONTRACTORS	\$ 2,200.25
DIRECT COST SUBTOTAL	\$ 18,716.41
OVERHEAD	\$ 935.82
SUBTOTAL 1	\$ 19,652.23
FEE	\$ 1,965.22
SUBTOTAL 1	\$ 21,617.45
Bond Fee (1%)	\$ 216.17
SUBTOTAL 1	\$ 21,833.63
TOTAL	\$ 21,833.63

Comments _____

Pace Contracting, LLC

15415 Shelbyville Road
Louisville, Kentucky 40245
502-815-4142 (Phone)
502-583-6375 (Fax)

EXTRA WORK ORDER

DATE: 4/21/21

JOB: 5495

PACE CONTRACTING FOREMAN: Dan Hall

DESCRIPTION OF WORK: Cut-out damage areas in pipe, Install Sheet metal and 2x4 Supports, and fasteners, Install flowable fill, also Installing grout.

MATERIALS: Sheet metal, 2x4, fasteners, Small Tools, flowable fill 40 yards, grout, 2 bags drills, bits,

EQUIPMENT: Skidsteer, pump Truck, Foreman Truck, #2-4154

LABOR: Dan Hall Foreman 15 hrs, Wayne Heate Carpenter 15 hrs, Sarah Ford Carpenter 15 hrs,

AUTHORIZATION: _____

COMPANY: _____

Pace Contracting, LLC

15415 Shelbyville Road
Louisville, Kentucky 40245
502-815-4142 (Phone)
502-583-6375 (Fax)

EXTRA WORK ORDER

DATE: 4/22/21

JOB: 5495

PACE CONTRACTING FOREMAN: Dan Hall

DESCRIPTION OF WORK: Installing 2x4 supports, also flowable fill

MATERIALS: Small Tools, grout, 2x4, 2x6, flowable fill, fasteners,

EQUIPMENT: Skidsteer, pump truck, foreman truck ^{ET} 2-4154
Komatsu Excavator,

LABOR: Dan Hall foreman, 9 hrs, Wayne Hentz, Carpenter 9 hrs,
Sarah Ford Carpenter 9 hrs,

AUTHORIZATION: _____

COMPANY: _____

Pace Contracting, LLC

15415 Shelbyville Road
Louisville, Kentucky 40245
502-815-4142 (Phone)
502-583-6375 (Fax)

EXTRA WORK ORDER

DATE: 4/23/21

JOB: 5495

PACE CONTRACTING FOREMAN: Dan Hall

DESCRIPTION OF WORK: Removing 2x4 & 2x6 Supports, Installing girth,

MATERIALS: Small Tools, girth,

EQUIPMENT: Foreman Truck #24154, Komatsu Excavator, Skidsteer,

LABOR: Dan Hall Foreman 9 hrs, Wayne Hents Carpenter 9 hrs,
Samuel Ford Carpenter 9 hrs

AUTHORIZATION: _____

COMPANY: _____

**METROPOLIS READY-MIX, INC.**

D.B.A. KOTTER READY-MIX CO.
P.O. BOX 107
METROPOLIS, IL 62960

Invoice

Invoice No.: 184009

Bill To:

Pace Contracting LLC
15415 Shelbyville Road
Louisville, KY 40245

Date	Customer ID	Purchase Order Number	Terms
04/21/21	PACECON	N 6th Str, Paducah	Net 30

Shipped	Description	Unit Price	Amount
40	80-3SRA035 PSI Flowable Fill /yd Tickets: 3067041; 3067048; 3067049; 3067050; 3067051	125.00	5000.00
7.5	Masterlife SRA 035	0.00	0.00

Invoice subtotal	5000.00
Sales tax @ 6.00000%	300.00
Invoice total	5300.00

For billing questions call (833) 235-1681

Thank You

**METROPOLIS READY-MIX, INC.**

D.B.A. KOTTER READY-MIX CO.
P.O. BOX 107
METROPOLIS, IL 62960

Invoice

Invoice No.: 184037

Bill To:

Pace Contracting LLC
15415 Shelbyville Road
Louisville, KY 40245

Date	Customer ID	Purchase Order Number	Terms	
04/22/21	PACECON	N 6th Str, Paducah	Net 30	
Shipped		Description	Unit Price	Amount
8		80-3SRA035 PSI Flowable Fill /yd Ticket - 3067070	125.00	1000.00
11		Masterlife SRA 035	0.00	0.00
Invoice subtotal				1000.00
Sales tax @ 6.00000%				60.00
Invoice total				1060.00

For billing questions call (833) 235-1681

Thank You



INVOICE

SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE NUMBER	112664950-0001
ACCOUNT NUMBER	231813
INVOICE DATE	4/26/21
PAGE 1	

INVOICE TO

PACE CONTRACTING INC
15415 Shelbyville Rd
Louisville, KY 40245

JOB ADDRESS

1416 N 6TH ST, PADUCAH
FSP 2
1416 N 6TH ST
PADUCAH, KY 42001

C#: 812-283-5784 J#: 502-471-1121

RECEIVED BY

MULHALL, MIKE

CONTRACT NUMBER

112664950

PURCHASE ORDER NUMBER

NPOG

JOB NUMBER

FSP 2

BRANCH

0617 PADUCAH PC617

3525 PARK AVE
PADUCAH, KY 42001 4054
270-558-6206

. QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	1500-2100LB TRACK SKIDSTEER	325.00	325.00	876.00	1901.00	325.00
	10299596 Make: BOBCAT Model: T550 Ser #: AJZV24640					
	HR OUT: 124.550 HR IN: 128.050 TOTAL: 3.500					
	Billed from 4/22/21 thru 4/23/21					
1.00	SKIDSTEER LOADER BUCKET					N/C
Rental Sub-total:						325.00
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	DLPKSRCHG	EA	26.600			26.60
	TRANSPORTATION SURCHARGE					
1	ENVIRONMENTAL	EA	5.200			5.20
	ENVIRONMENTAL/HAZMAT FEE 2133XXX0000					
1	RF	EA				N/C
	RETURNED FULL					
	DELIVERY CHARGE					95.00
	PICKUP CHARGE					95.00

CONTINUED

RENTAL RETURN

NET DUE UPON RECEIPT

SUBTOTAL

TAX

INVOICE TOTAL



INVOICE

SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE NUMBER	112664950-0001
ACCOUNT NUMBER	231813
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PAGE 2	

INVOICE TO

PACE CONTRACTING INC
15415 Shelbyville Rd
Louisville, KY 40245

JOB ADDRESS

1416 N 6TH ST, PADUCAH
FSP 2
1416 N 6TH ST
PADUCAH, KY 42001

C#: 812-283-5784 J#: 502-471-1121

RECEIVED BY

MULHALL, MIKE

CONTRACT NUMBER

112664950

PURCHASE ORDER NUMBER

NPOG

JOB NUMBER

FSP 2

BRANCH

0617 PADUCAH PC617

3525 PARK AVE
PADUCAH, KY 42001 4054
270-558-6206

.	QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
---	-----	-------------	-----	-----	------	--------	--------

FINAL BILL: 4/22/21 12:00 PM THRU 4/23/21 09:13 AM.

546.80

SUBTOTAL	546.80
TAX	32.81
INVOICE TOTAL	579.61

RENTAL RETURN

NET DUE UPON RECEIPT

Customer
B153227

** PREVIEW **

Document
PR00JB

Pg
1

ON ACCOUNT

4/26/21

15:47

Sold To
PACE CONTRACTING LLC
15415 SHELBYVILLE RD
LOUISVILLE KY 40245

Ship To
DAN
PACE CONTRACTING LLC
LENTS WILL PICK UP AT THE
PADUCAH BRANCH
JOBSITE; 1416 N. 6TH ST
PADUCAH KY 42001

812/283-5784
Ship Via LENTS

502-593-7539
FOB CUSTOMER JOB SITE

Br	Trk	Make	Model	Serial	Equipment	Meter	Sls	Customer P.O.
009							E12	5495

Ord	Ship	Description	Each	Amount
	Taken By	Andrew Mills	Shipped	4/23/21
	Rental Contract	PR00JB		
	Period:	4/23/21 Thru 4/23/21		
1	1	KM C6107	1,450.00	1,450.00
		PC240LC-11 A22515		
		HYDRAULIC EXCAVATOR W/CAB,AC		
		The following attachments are included:		
		B56353XB TAG 60"+ DC BKT FOR PC240 LR		
	1	DELIVERY	175.00	175.00
	1	PICK-UP	175.00	175.00
		DAMAGE WAIVER CHARGE OF 14% OF RENTAL AMOUNT		
		WILL BE CHARGED IF A VALID CERTIFICATE OF		
		INSURANCE COVERING THE EQUIPMENT IS NOT ON		
		FILE. THE DEDUCTIBLE ON DAMAGES		
		IS EQUAL TO STANDARD ONE MONTH RENTAL RATE.		
	1	ENVIRONMENTAL FEE	14.50	14.50
		DAMAGE WAIVER FEE		203.00
		KENTUCKY SALES TAX		121.05

CONTINUED

Customer
B153227

** PREVIEW **

Document
PR00JB

Pg
2

ON ACCOUNT

4/26/21

15:47

Sold To
PACE CONTRACTING LLC
15415 SHELBYVILLE RD
LOUISVILLE KY 40245

Ship To
DAN
PACE CONTRACTING LLC
LENTS WILL PICK UP AT THE
PADUCAH BRANCH
JOBSITE; 1416 N. 6TH ST
PADUCAH KY 42001

812/283-5784
Ship Via LENTS

502-593-7539
FOB CUSTOMER JOB SITE

Br	Trk	Make	Model	Serial	Equipment	Meter	Sls	Customer	P.O.
009							E12	5495	

Ordr	Ship	Description	Each	Amount
------	------	-------------	------	--------

Terms: Net Due 10 Days after Invoice Date

Total 2,138.55

Authorized Signature

Date

Pulled By

Checked By

WHITEHEAD CONCRETE PUMPING, INC.

15521

14109 Moore Road
MARION, ILLINOIS 62959
(618) 997-4032 • Fax (618) 997-6372

COMPLETE CONCRETE PUMPING SERVICE

BILL TO: <i>Pace Contracting</i> <i>15415 Shelbyville Rd.</i> <i>Coulsville, Ky. 40245</i>	DATE TO POUR: <i>04-21-21</i>
JOB NAME: <i>Flood Wall (Pipe Outlets)</i>	OPERATOR: <i>Jason</i>
JOB ADDRESS: <i>1416 N. 6th Street / Paducah, Ky.</i>	TIME STARTED: <i>12:30 PM</i>
PHONE NUMBER:	ARRIVED ON JOB: <i>1:45 PM</i>
TIME EXPECTED ON JOB:	STARTED PUMPING: <i>3:00 PM</i>
AMOUNT OF PIPE NEEDED: <i>310' - 3" System</i>	STOPPED PUMPING: <i>5:30 PM</i>
DIRECTIONS AND/OR COMMENTS:	LEFT JOB: <i>6:00 PM</i>
<i>Pump 4.25 hrs @ \$185.00 / hr = \$786.25</i>	TIME ENDS: <i>7:15 PM</i>
<i>Travel 2.5 hrs @ \$125.00 / hr = \$312.50</i>	EQUIPMENT USED: <i>43m</i> <i>42m Price</i>
<i>40 yds @ 3.00 / yd = 120.00</i>	TOTAL YARDAGE PUMPED: <i>40 yds</i>
<i>1 Slick Pak = 15.00</i>	TOTAL TONS:
<i>Total \$1,233.75</i>	



CUSTOMER SIGNATURE

We are not responsible for any delays. Time is based on portal to portal unless otherwise noted. Concrete placing equipment can fail even with proper maintenance. Therefore, Whitehead Concrete Pumping, Inc. will not be held responsible for loss of time, labor, or material due to mechanical failure or incidental breakdown.

Payment is due within 30 days from the date of service. If this account is sent to collections, Whitehead Concrete Pumping, Inc. shall be entitled to recover all costs of collection, including reasonable attorney fees, incurred as a result of nonpayment by the customer.

15522

WHITEHEAD CONCRETE PUMPING, INC.

14109 Moore Road
MARION, ILLINOIS 62959
(618) 997-4032 • Fax (618) 997-6372

COMPLETE CONCRETE PUMPING SERVICE

BILL TO: <u>Pace Contracting</u>	DATE TO POUR: <u>4-22-21</u>
<u>Louisville Ky</u>	JOB/PURCHASE ORDER NUMBER:
JOB NAME:	OPERATOR: <u>Jason/Jed/Baily</u>
JOB ADDRESS:	TIME STARTED: <u>11:45</u>
PHONE NUMBER:	ARRIVED ON JOB: <u>1:00</u>
TIME EXPECTED ON JOB:	STARTED PUMPING: <u>3:00</u>
AMOUNT OF PIPE NEEDED: <u>310' - 3" System</u>	STOPPED PUMPING: <u>3:30 pm</u>
DIRECTIONS AND/OR COMMENTS:	LEFT JOB: <u>4:00 pm</u>
	TIME ENDS: <u>5:15 pm</u>
	EQUIPMENT USED: <u>43m</u>
	TOTAL YARDAGE PUMPED: <u>8 yds</u>
	TOTAL TONS:

Pump 4 hrs @ 185.⁰⁰ per/hr = \$740.⁰⁰
 Truck = 1 1/2 hrs @ 125.⁰⁰ per/hr = \$187.⁵⁰
 8 yds @ 3.⁰⁰ per/yd = \$24.⁰⁰
 1 Slick RAK = \$15.⁰⁰
 Total = \$966.⁵⁰

CUSTOMER SIGNATURE

We are not responsible for any delays. Time is based on portal to portal unless otherwise noted. Concrete placing equipment can fail even with proper maintenance. Therefore, Whitehead Concrete Pumping, Inc. will not be held responsible for loss of time, labor, or material due to mechanical failure or incidental breakdown.

Payment is due within 30 days from the date of service. If this account is sent to collections, Whitehead Concrete Pumping, Inc. shall be entitled to recover all costs of collection, including reasonable attorney fees, incurred as a result of nonpayment by the customer.



Agenda Action Form

Paducah City Commission

Meeting Date: July 13, 2021

Short Title: Approval of Contract for Floodwall Seal Closures Project with Jim Smith Contracting, LLC in the amount of \$577,763.16 - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend, Maegan Mansfield

Presentation By: Rick Murphy

Background Information: Summary: Approval of contract with Jim Smith Contracting to modify 12 Floodwall openings. The modifications include permanently sealing 10 Floodwall openings and raising the sill elevation of 2 Floodwall openings

Background: On June 15, 2021, the Engineering Department opened sealed bids for the Paducah Floodwall Seal Closure Project. BFW Engineering performed bid evaluation and recommended Jim Smith Contracting as submitting the lowest responsive bid. Two (2) bids were received as follows:

(1) Jim Smith Contracting, LLC: \$577,763.16

(2) Coffey Construction, LLC: \$672,276.73

The Floodwall Seal Closure Project is part of the larger US Army Corps of Engineers' Paducah Local Flood Protection Project (LFPP) System rehabilitation project. This approximately \$36M project involves the rehabilitation of all pump stations, discharge pipes, flap gates and other structures associated with the Paducah Local Flood Protection Project (LFPP) System.

The federal government is a 65% partner with the City contributing 35% to the total overall cost of the project. The Floodwall Seal Closure Project is part of the City's in-kind match and counts toward the 35% project portion.

Does this Agenda Action Item align with a Commission Priority? Yes

If yes, please list the Commission Priority: Stormwater

Communications Plan: The Engineering Department has and will continue to discuss the Seal Closures project with those businesses near or adjacent to the closure locations that may be inconvenienced before, during and/or after the project's completion. The Engineering Department will also coordinate necessary information with the City of Paducah's Communication Manager for news releases and social media updates.

Funds Available: Account Name: Seal Closures

Account Number: FW0011

Staff Recommendation: To receive and file the bids and adopt an Ordinance authorizing the Mayor to execute a contract with Jim Smith Contracting, LLC, in the amount of \$ 577,763.16 for construction of the Paducah Floodwall Seal Closure Project.

Attachments:

1. ORD agree - Jim Smith Contracting Floodwall Seal Closure Project 2021
2. Paducah Sun ad_5.29.21_Seal Closures
3. Paducah Floodwall Closures Bid Tabulation
4. Paducah Floodwall Closures_Smith Construction bid packet
5. Coffey Construction Bid Packet
6. Paducah Floodwall Closure- Contract- unsigned

ORDINANCE NO. 2021-07-_____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH JIM SMITH CONTRACTING, LLC., IN THE AMOUNT OF \$577,763.16 FOR THE FLOODWALL SEAL CLOSURES PROJECT

WHEREAS, on June 15, 2021, The Engineering Department opened sealed bids for the Paducah Floodwall Seal Closure Project; and

WHEREAS, BFW Engineering performed bid evaluation and recommended Jim Smith Contracting as submitting the lowest responsive bids; and

WHEREAS, the Floodwall Seal Closure Project is part of the larger U.S. Army Corps of Engineers' Paducah Levee project; and

WHEREAS, this approximately \$36M project involves the rehabilitation of all pump stations, discharge pipes, flap gates and other structures associated with the Paducah Local Flood Protection Project (LFPP) System.

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

SECTION 1. The City Commission does hereby accept the proposal of Jim Smith Contracting LLC to provide professional services for the Floodwall Seal Closure Project in an amount of \$577,763.16.

SECTION 2. The City Commission does hereby authorize and instruct the Mayor to execute the Professional Services Agreement with Jim Smith Contracting LLC, on behalf of the City of Paducah.

SECTION 3. This expenditure shall be charged to the Seal Closures Project No. FW0011.

SECTION 4. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, July 13, 2021

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

ord\eng\agree – Jim Smith Contracting Floodwall Seal Closures Project - 2021

Paducah Floodwall Closures
Bid Tabulation
6/15/2021

CONTRACTOR	BID AMOUNT	DEDUCTIVE ALTERNATE
Smith Construction	\$577,763.16	\$4,000
Coffee Construction	\$672,276.73	\$3,965
Differential	\$94,513.60	\$35.00

**CITY OF PADUCAH, KENTUCKY
ENGINEERING DEPARTMENT**

AGREEMENT FOR PADUCAH FLOODWALL CLOSURES

THIS AGREEMENT, made this _____ day of _____, 20__ by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and Jim Smith Contracting, LLC, hereinafter called the **CONTRACTOR**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the construction of the **PADUCAH FLOODWALL CLOSURES**. All Work shall be in accordance with this Agreement, the Plans, Specifications and any Addendum(s) issued.

Throughout the performance of this Contract, the Engineering Department of the City of Paducah shall, in all respects, be acting as both Engineer and agent for the Owner, City of Paducah. All work done by the Contractor shall be completed under the general supervision of the Engineer.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project **within Ninety (90)** consecutive calendar days thereafter.

Failure of the Contractor to complete the work in the time specified above plus any extensions allowed in accordance with the General Conditions shall result in the assessment of liquidated damages for the delay (not as a penalty). Liquidated damages shall be in the amount of **\$500.00** per consecutive calendar day for failure to meet the final completion date and shall be withheld from final payment.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein: **Five Hundred Seventy-Seven Thousand, Seven Hundred Sixty-Three Dollars and Sixteen Cents** (\$577,763.16) as quoted in the Bid Proposal by the Contractor dated **June 15, 2021** which shall constitute full compensation for the work and services authorized herein.

ARTICLE 4. PROGRESS PAYMENTS

The Contractor may submit each month, and no more than once a month, a Request for Payment for work completed in accordance with the Specifications. The Owner will make partial payments on or about thirty **(30)** days after submission of a properly completed invoice and approval of the completed work. At the Engineer's discretion, a ten percent **(10%)** retainage may be held until final completion and acceptance of the work.

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due sixty, **(60)** days after substantial completion of the work, provided the work will then be fully completed and the Contract fully performed in accordance with the specifications.

ARTICLE 6. GOVERNING LAW

The Parties agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the Commonwealth of Kentucky. The parties further agree that the venue for any legal proceeding relating to this Agreement shall exclusively be in

McCracken County, Kentucky.

ARTICLE 7. THE CONTRACT DOCUMENTS

The Plans, Specifications and any addendum that may have been issued are fully a part of this Contract as if thereto attached or herein repeated.

IN WITNESS WHEREOF:

The parties hereto have executed this Agreement, the day and year first above written.

CONTRACTOR

BY _____
TITLE _____

ADDRESS:

CITY OF PADUCAH, KENTUCKY

BY _____
George Bray, Mayor

ADDRESS:
Post Office Box 2267
Paducah, Kentucky 42002-2267

Agenda Action Form

Paducah City Commission

Meeting Date: July 13, 2021

Short Title: Approval of Contract for Floodwall Flapgate Replacement Project with Jim Smith Contracting, LLC in the amount of \$ 2,152,000.00- **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend, Rick Murphy

Presentation By: Rick Murphy

Background Information: Summary: Approving construction contract with Jim Smith Contracting, LLC for the replacement of 52 flapgates and sluice gates in the Paducah Local Flood Protection Project (LFPP) System.

Background: On June 24, 2021, the Engineering Department opened sealed bids for the Paducah Floodwall Flapgate Replacement Project. HDR Engineering performed bid evaluation and recommended Jim Smith Contracting as submitting the lowest responsive bid. Three (3) bids were received as follows:

- (1) ICI Mechanical, LLC: \$1,726,495 (rejected as unresponsive)
- (2) Jim Smith Contracting, LLC: \$2,152,000
- (3) CJ Mahan Construction, LLC: \$2,700,000

The Floodwall Flapgate Replacement Project is part of the larger US Army Corps of Engineers' Paducah Local Flood Protection Project (LFPP) System rehabilitation project. This approximately \$36M project involves the rehabilitation of all pump stations, discharge pipes, flapgates and other structures associated with the Paducah Local Flood Protection Project (LFPP) System.

The federal government is a 65% partner with the City contributing 35% to the total project. The Floodwall Flapgate Replacement Project is part of the City's in-kind match and counts toward the City's 35% project portion.

Does this Agenda Action Item align with a Commission Priority? Yes

If yes, please list the Commission Priority: Stormwater

Communications Plan: Coordinate with Communications Manager for press releases and social media posts.

Funds Available: Account Name: Flapgates

Account Number: FW0010

Staff Recommendation: To receive and file the bids and adopt an Ordinance authorizing the Mayor to execute a contract with Jim Smith Contracting, LLC, in the amount of \$2,100,000 for construction of the Paducah Floodwall Flapgate Replacement Project.

Attachments:

1. ORD agree – Jim Smith Contracting Flapgate Replacement Project - 2021
2. PaducahFlapGate_Sample Contract

3. Paducah Sun_6.5.21_Flap Gates ad
4. PaducahFlapGate_Addendum01_20210609.
5. PaducahFlapGate_Addendum02_20210621
6. Scan_Bid_CJMahan
7. Scan_Bid_ICI
8. Scan_Bid_JimSmith

ORDINANCE NO. 2021-07-_____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH JIM SMITH CONTRACTING, LLC., IN THE AMOUNT OF \$2,152,000 FOR THE FLOODWALL FLAPGATE PROJECT

WHEREAS, on June 24, 2021, the Engineering Department opened sealed bids for the Paducah Floodwall Flapgate Replacement Project; and

WHEREAS, HDR Engineering performed bid evaluation and recommended Jim Smith Contracting as submitting the lowest responsive bids; and

WHEREAS, the Floodwall Flapgate Replacement Project is part of the larger U.S. Army Corps of Engineers' Paducah Local Flood Protection Project (LFPP) System rehabilitation project; and

WHEREAS, this approximately \$36M project involves the rehabilitation of all pump stations, discharge pipes, flap gates and other structures associated with the Paducah Local Flood Protection Project (LFPP) System.

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

SECTION 1. The City Commission does hereby accept the proposal of Jim Smith Contracting LLC to provide professional services for the Floodwall Flapgate Replacement Project in an amount of \$2,152,000.

SECTION 2. The City Commission does hereby authorize and instruct the Mayor to execute the Professional Services Agreement with Jim Smith Contracting LLC, on behalf of the City of Paducah.

SECTION 3. This expenditure shall be charged to the Flapgates Project No. FW0010.

SECTION 4. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, July 13, 2021

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\ord\eng\agree – Jim Smith Contracting Flapgate Replacement Project - 2021

SECTION 00 52 13
CITY OF PADUCAH, KENTUCKY
ENGINEERING DEPARTMENT AGREEMENT FOR FLOOD PROTECTION FLAP GATE
REPLACEMENT PROJECT

THIS AGREEMENT, made this ____ day of _____, 20__ by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and _____, hereinafter called the **CONTRACTOR**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor agrees to furnish all of the materials and perform all of the work based upon the Drawings and Specifications entitled Flood Protection Flap Gate Replacement on the City of Paducah Flood Wall Protection System prepared by HDR, Inc., acting as, and in these Drawings, entitled the Engineer; and shall do everything required by this Agreement, the Special Provisions of the Contract, the Specifications and Drawings and any Addendum(a) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project **within Two-Hundred and Ten (210)** consecutive calendar days thereafter.

Failure of the Contractor to complete the work in the time specified above plus any extensions allowed in accordance with the General Conditions shall result in the assessment of liquidated damages for the delay (not as a penalty). Liquidated damages shall be in the amount of **\$500.00** per consecutive calendar day for failure to meet the final completion date and shall be withheld from final payment.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein: _____ (\$_____) as quoted in the Bid Proposal by the Contractor dated _____ which shall constitute full compensation for the work and services authorized herein.

ARTICLE 4. PROGRESS PAYMENTS

The Contractor may submit each month, and no more than once a month, a Request for Payment for work completed in accordance with the Specifications. The Owner will make partial payments on or about thirty **(30)** days after submission of a properly completed invoice and approval of the completed work. At the Engineer's discretion, a ten percent **(10%)** retainage may be held until final completion and acceptance of the work.

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due sixty, **(60)** days after substantial completion of the work, provided the work will then be fully completed and the Contract fully performed in accordance with the specifications.

ARTICLE 6. GOVERNING LAW

The Parties agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the Commonwealth of Kentucky. The parties further agree that the venue for any legal proceeding relating to this Agreement shall exclusively be in McCracken County, Kentucky.

ARTICLE 7. THE CONTRACT DOCUMENTS

The Plans, Specifications and any addendum that may have been issued are fully a part of this Contract as if thereto attached or herein repeated.

IN WITNESS WHEREOF:

The parties hereto have executed this Agreement, the day and year first above written.

CONTRACTOR

BY _____
TITLE _____

ADDRESS:

CITY OF PADUCAH, KENTUCKY

BY _____
George P. Bray, Mayor

ADDRESS:
Post Office Box 2267
Paducah, Kentucky 42002-2267

**SECTION 00 91 13
City of Paducah, Kentucky
Engineering Department**

FLOOD PROTECTION FLAP GATE REPLACEMENT

**ADDENDUM NO. 1
DATE: June 9, 2021**

This document is an Amendment of the Plans and Specifications for the replacement of flap gates and sluice gates within the city's flood protection system and shall be a part of and included in the Contract. When the Addendum conflicts with the original Specifications and/or Drawings, this Addendum shall govern.

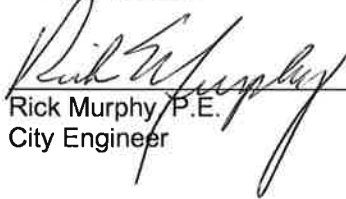
Questions Received: The following are answers addressing questions received from Bidders to date:

Specification Section 40 05 58 – Cast Iron Slide Gates is being re-issued in its entirety.

Please replace Section 40 05 58 in the original document.

Confirmation: Bidders shall Acknowledge Receipt of this Addendum by signing the last sheet of this Addendum and returning to this office via e-mail at mtownsend@paducahky.gov

City of Paducah


Rick Murphy, P.E.
City Engineer

CONFIRMATION

BIDDERS shall Acknowledge Receipt of This Addendum by Signing below and returning to this office via e-mail mtownsend@paducahky.gov.

BIDDER: _____

BY: _____ DATE: _____

TITLE: _____

SECTION 40 05 58
CAST IRON SLIDE GATES AND SLIDE GATES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Cast iron slide gates and integral operators.
 - 2. Cast iron flap gates and integral operators.
- B. Related Specification Sections include but are not necessarily limited to:
 - 1. Division 00 - Procurement and Contracting Requirements.
 - 2. Division 01 - General Requirements.

1.2 QUALITY ASSURANCE

- A. Manufacturer Qualifications:
 - 1. All of the equipment specified under this Section shall be furnished by a single manufacturer with a minimum of 20 years' experience designing and manufacturing flap gates and slide gates.
 - 2. The manufacturer shall have manufactured flap gates and slide gates for a minimum of 100 projects. The specification is based on the cast iron flap gate and slide gate as manufactured by Waterman Valve, of Exeter, California.
- B. Referenced Standards:
 - 1. American Water Works Association (AWWA):
 - a. C541, Hydraulic and Pneumatic Cylinder and Vane-Type Actuators for Valves and Slide Gates.
 - b. C542, Electric Motor Actuators for Valves and Slide Gates.
 - c. C560, Cast-Iron Slide Gates.
 - 2. National Electrical Manufacturers Association (NEMA):
 - a. 250, Enclosures for Electrical Equipment (1000 Volts Maximum).
 - 3. National Sanitation Foundation International (NSF):
 - a. 61, Drinking Water System Components - Health Effects.
 - 4. Society for Protective Coatings/NACE International (SSPC/NACE):
 - a. SP 10/NACE No. 2, Near-White Blast Cleaning.
 - 5. ASTM International (ASTM):
 - a. A108 (2003) Steel Bars, Carbon, Cold-Finished
 - b. A123/A123M (2002) Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
 - c. A126 Class B, Standards Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings
 - d. A153/A153M, Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
 - e. A194/A 194M (2004a) Carbon and Alloy Steel Nuts for Bolts for High Pressure or High Temperature Service or Both
 - f. A276 (2004) Stainless Steel Bars and Shapes
 - g. A307 (2004) Carbon Steel Bolts and Studs, 60 000 PSI Tensile Strength
 - h. A320/A 320M (2004) Alloy/Steel Bolting Materials for Low-Temperature Service
 - i. A536 Gr. 65-45-12, Standard Specification for Ductile Iron for Pivot Lugs
 - j. A 582/A 582M (1995b; R 2000e1) Free-Machining Stainless Steel Bars
 - k. B21/B 21M (2001e1) Naval Brass Rod, Bar, and Shapes
 - l. B584 (2004) Copper Alloy Sand Castings for General Applications
 - m. B633 (1998; E 2001) Electrodeposited Coatings of Zinc on Iron and Steel
 - n. F594(2002) Stainless Steel Nuts

1.3 SUBMITTALS

- A. Submit the following with the Proposal:
 - 1. Proposal Data Sheets.
- B. Shop Drawings:
 - 1. See Specification Section 01 33 00 for requirements for the mechanics and administration of the submittal process.
 - 2. Product technical data including:
 - a. Acknowledgement that products submitted meet requirements of standards referenced.
 - b. Flap Gates;
Shop drawings shall be submitted for sluice gates and flap gates showing details for mounting, materials description, calculations (sluice gates opening and closing torque, stem buckling strength & pedestal (lift)), gate operating pedestal (lift), concrete reinforcement, anchorage, dimensions, and construction and manufacturer's installation procedures. The shop drawings shall show the clearance dimensions between stem couplings and stem guides and the end of the stem and the top of the stem cover, in both the open and closed positions of the sluice gates. Manufacturer's catalog data, including specifications and full descriptive data, shall be submitted for all materials and equipment furnished. Contractor shall be responsible for verifying that the specific manufacturers' sluice gates to be provided at the listed location will fit and function in the area available.
 - 3. Fabrication and/or layout drawings.
 - 4. Certifications.
 - 5. Product technical data including:
 - a. Acknowledgement that products submitted meet the requirements of standards referenced.
 - b. Calculations that demonstrate compliance with the deflection, stress and factor of safety specified.
 - c. Certified drawings and material specifications for ALL components.
 - d. Manufacturer's installation instructions.
 - e. Test records.
- C. Product Data:
 - 1. Acknowledgement that products submitted meet requirements of standards referenced.
 - 2. Manufacturer's installation instructions.
 - 3. Fabrication and/or layout drawings.
 - 4. Certifications.
 - 5. Test reports.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Subject to compliance with the Contract Documents, the following manufacturers are acceptable:
 - 1. Waterman Valve.
 - 2. Hydro-Gate.
 - 3. Fontaine.
 - 4. Or engineered preapproved equal.

2.2 EQUIPMENT – SLIDE GATES

- A. Provide heavy duty gates, stems, lifts and other appurtenances of size, type, material and construction shown on the Contract Drawings and as specified herein.
- B. Slide gates shall be of heavy duty and medium duty type.
- C. Gates: Meet all requirements of AWWA C560 as modified per this Specification Section.

- D. To ensure quality and consistency, no third party contracted manufacturers for fabrication and assembly allowed. The manufacturing and assembly facility shall be a United States facility.
- E. Cast iron components shall be domestic (United States) materials
- F. Leakage rate not to exceed the maximum allowable leakage as stated in the AWWA C560 standard. The gates shall be adjusted at the manufacturing plant so that a 0.002" thick gauge (1/2 the required standard by AWWA) will not be admitted at any point between the frame and cover seating surfaces.

2.3 EQUIPMENT – FLAP GATES

- A. The flap gate shall be designed to allow free outflow and prevent backflow for a maximum seating head of either 55 feet for F55 or 25 feet for F25.
- B. When used for pump discharge, the unit shall be fitted with a Waterman-supplied leaf-spring bumper with rubber cushion block.
- C. To ensure quality and consistency, no third party contracted manufacturers for fabrication and assembly allowed. The manufacturing and assembly facility shall be a United States facility.
- D. Cast iron components shall be domestic (United States) materials

2.4 MATERIALS – FLAP GATES AND SLIDE GATES (REQUIRED MINIMUM)

- A. Frame and Cover, Flap Gates and Slide Gates – Cast Iron per ASTM- A-126, Class B.
- B. Flap Gate pivot Lug – Ductile Iron per ASTM A-536, Gr. 65-45-12.
- C. Flap Gate hinge Link – Structural Steel ASTM A-36, galvanized per ASTM-A-123
- D. Flap Gate bronze Bushing and Washers – Commercial Bronze
- E. Flap Gate and Slide Gate, assembly Hardware, Fasteners, Anchors, and Hinge Pins – 18-8 Stainless Steel (Type 304)
- F. Flap Gate Naval Bronze Seats – ASTM B-21, Alloy 48200
- G. Slide Gate Manganese Bronze Seats, Wedges and Stem Blocks – ASTM B584, Alloy 86500
- H. Slide Gate bottom close seal Neoprene Seats – ASTM D-2000 BC610/625
- I. Slide Gate pedestal Cast Iron per ASTM- A-126, Class B with polyamide epoxy finish.
- J. Slide Gate stem ASTM A276 Type 304 stainless steel, machine cut threads 29 degrees ACME type.
- K. Slide Gate stem guides Cast Iron ASTM A-126 Class B with bronze bushings or UHMW bushings.
- L. Slide Gate stem cover clear butyrate with Mylar strip indicator.

OPTIONAL MATERIALS

- M. Low-Zinc Bronze Seats – ASTM B-198, Alloy 65100
- N. Ductile Iron Hinge Link – ASTM A536, Gr. 65-45-12
- O. Manganese Bronze Hinge Link – ASTM B584, Alloy 86500
- P. Bronze Bushings – ASTM B-98
- Q. Ni-Resist Cast Iron Frame and Cover – ASTM A-436, Type 2 or 2B.

2.5 GATE OPERATORS AND LIFTS

- A. General:
 - 1. Provide lifts in accordance with AWWA C560 or as modified in this Specification Section.

2. Rising stem lifts:
 - a. Provide clear butyrate plastic stem cover with Mylar strip open-close indicator.
- B. Manual Operators:
 1. Equip lift mechanism with a pedestal as shown on Drawings.
 2. Centerline of crank or handwheel: Approximately 36 IN above operating floor, unless otherwise shown.
 3. Crank wheel: Removable and fitted with a corrosion resistant rotating handle.

2.6 FABRICATION

- A. Flap Gate frame shall be cast of flatback design, with seating surface inclined from vertical at a minimum of 2.5 degrees to assure positive closure. For flatback Slide Gates mounted to thimbles or flanges or concrete wall, the slide gate flange shall be machined and drilled to match.
- B. Cover shall be cast iron, cast in one piece, with reinforcing ribs, designed to withstand the seating head specified. An integral cast on lifting eye shall be provided for manual operation. All machined surfaces shall have a minimum 63 micro inch finish.
- C. Seating surfaces for frame and cover shall be one of the following:
- D. Machined iron
- E. Flap gate and slide gate bronze seats impacted into dovetail grooves on the frame and cover.
- F. Flap gate bronze seats impacted into dovetail grooves within the frame with optional neoprene seat bonded into a dovetail groove in the cover to cushion the cover upon closing.
- G. Slide gate with bronze seats impacted into dovetail grooves in cover. When a flush bottom closure is specified, a resilient seal shall be attached to the frame so that it is flush with the gate invert. The flush bottom seal shall be supported by a cast iron or stainless-steel bracket which shall be bolted to machined pads provided on the frame. The seal shall be held in place by a bronze or stainless-steel bar which shall be bolted through the seal to the bracket with stainless steel fasteners. All wedges and wedge blocks shall be of solid corrosion resistant material and shall be of sufficient number to provide a practical degree of water tightness per AWWA C560. All wedge bearing surfaces and contact faces shall be machined to give maximum contact and wedging action. Wedges shall be fully adjustable, but once set shall not rotate or move from the set position. All wedge fasteners and adjustment screws shall be corrosion resistant.
- H. Flap Gate shall be provided with an adjustable, double pivoted hinge linkage so designed to permit complete seating, Pivot lugs mounted to the frame shall be adjustable to allow adjustment of hinge links without having to remove the cover from the gate. The hinge links shall be bronzed bushed stainless steel. Optional hinge links of ductile iron, stainless steel (both bronze-bushed), and manganese bronze may be specified. All assembly hardware shall be type 18-8 stainless steel, 316 or 304 as specified.
- I. Slide gates shall be provided with full opening and stops or other arrangement to prevent the cover from sliding sufficiently to become wedged in the open position. All assembly hardware shall be type 18-8 stainless steel, 316 or 304 as specified.
- J. Finish of all cast iron shall be painted with manufacturer's standard shop coat paint or specified paint. Structural steel hinge links shall be galvanized. All bronze and stainless-steel parts do not require further finish.

2.7 THE SOURCE QUALITY CONTROL

- A. Article is used to address Factory tests, inspections, and certifications required to be performed at the shop prior to shipment to site.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Installation of the gates and appurtenances shall be done in a workmanlike manner. It shall be the responsibility of the CONTRACTOR to handle, store, and install the equipment specified in this Section in strict accordance with the Manufacturer's recommendations.
- B. The CONTRACTOR shall review the installation drawings and installation instructions prior to installing the gates.
- C. The CONTRACTOR shall fill any void between the guide frames and the structure with non-shrink grout as shown on the installation drawing and in accordance with the grout manufacturer's recommendations.
- D. Waterman recommends a spring bumper for flap gates in a pump discharge application.

3.2 FIELD QUALITY CONTROL

- A. Employ and pay for services of equipment manufacturer's field service representative(s) to:
 - 1. Inspect equipment covered by this Specification Section.
 - 2. Supervise adjustments and installation checks.
 - 3. Provide test equipment, tools, and instruments necessary to accomplish equipment testing.
 - 4. Conduct initial start-up of equipment, perform operational checks, and supervise acceptance testing.
 - 5. Provide, through Contractor, a written statement that manufacturer's equipment has been installed properly, started up and is ready for operation by Owner's personnel.
 - 6. Instruct Owner's personnel on operation and maintenance of furnished equipment.
- B. Field Leakage Test for Cast Slide Gates: Test gate under design seating head by 0.004" gauge and adjust to not exceed maximum leakage rate specified, per AWWA C560 standard.

END OF SECTION

SECTION 00 91 13
City of Paducah, Kentucky
Engineering Department

FLOOD PROTECTION FLAP GATE REPLACEMENT

ADDENDUM NO. 2
DATE: June 21, 2021

This document is an Amendment of the Plans and Specifications for the replacement of flap gates and sluice gates within the city's flood protection system and shall be a part of and included in the Contract. When the Addendum conflicts with the original Specifications and/or Drawings, this Addendum shall govern.

Questions Received: The following are answers addressing questions received from Bidders to date:

- The Contract Time has been extended to 210 calendar days.
- Wall thimbles are not anticipated to be encountered during the project but will be addressed as needed during construction if encountered.
- A project budget is not being provided for the project.
- Gates within manholes include all work necessary to remove the existing gates and install the new gates.
- Support brackets for the flap gates may be removed and replaced as per the general notes, if needed.
- The scope of work in the agreement has been updated.
- Specification Section 00 41 13 – Bid Proposal is being re-issued to include additional information for clarification regarding each gate location. Please replace this section in the Specifications.
- Specification Section 00 52 13 – Agreement is being re-issued to address Articles 1 & 2. The scope of work has been updated and the Contract Time has been extended to 210 Calendar Days. Please replace this section in the Specifications.
- Specification Section 40 05 58 – Cast Iron Flap Gates and Slide Gates is being re-issued to clarify USACE review questions and comments. Please replace this section in the Specifications.
- The following plans are being re-issued to address USACE review questions and comments. Please replace the following sheets in the plans:

01C-02, 01C-03a, 01C-03b, 01C-03c, 01C-24a, 01C-24b, 01C-24c

Confirmation: Bidders shall Acknowledge Receipt of this Addendum by signing the last sheet of this Addendum and returning to this office via e-mail at mtownsend@paducahky.gov

City of Paducah

Rick Murphy, P.E.
City Engineer

CONFIRMATION

BIDDERS shall Acknowledge Receipt of This Addendum by Signing below and returning to this office via e-mail mtownsend@paducahky.gov.

BIDDER: _____

BY: _____ DATE: _____

TITLE: _____

**SECTION 00 41 13
CITY OF PADUCAH, KENTUCKY
ENGINEERING DEPARTMENT**

BID PROPOSAL FOR FLOOD PROTECTION FLAP GATE REPLACEMENT

Proposal of _____
(hereinafter called Bidder), organized and existing under the laws of _____
(state) and doing business as _____*, 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, materials, equipment, tools and services necessary for the construction of the **Flood Protection Flap Gate Replacement** in accordance with the plans, specifications and other contract documents prepared by the City Engineering Department, at the prices stated below.

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

The Bidder further understands the quantities shown herein are estimates only and the Owner reserves the unlimited right to add to or delete from same at its discretion. **In case of a discrepancy in the extension of a bid price, the unit price shall govern over the total price for all items.**

Security in the sum of \$_____, in the form of a Bid Bond or cashier's check, said amount being equal to Five Percent (5%) of the Total Bid Amount, is submitted herewith in accordance with the Specifications. This Security is furnished to the Owner as a guarantee that the agreement will be executed, and all bonds required shall be furnished within ten (10) days after award of the Contract to the undersigned. Additionally, the 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.**

After reasonable consideration of all bids received, a Notice of Award will be given to the **Responsible Bidder** who submits **the lowest responsive bid in accordance with the specifications**. The **responsible Bidder** shall have the capability in all respects to perform fully the contracts requirements, and the moral integrity and reliability of which to assure good faith performance. The **responsive Bidder** shall submit a bid that conforms in all material respects to the specifications without any deviations of the invitation for bids.

If Notice of 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 and furnish the required bonds and insurance within ten (10) days after the Contract is presented for signature.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within **two-hundred ten (210) consecutive calendar days** thereafter. Bidder further agrees to pay as liquidated damages, the sum of **five-hundred Dollars (\$500.00)** for each consecutive calendar day thereafter until project completion as provided in accordance with Specifications.

Payments for Work Completed will be made in accordance with the Specifications.

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.

BID PROPOSAL:

Unit price includes costs indicated in Section 01 22 00 – Measurement and Payment.

ITEM	DESCRIPTION	Type	BATTER ANGLE	UNIT	QTY	STATION	PLAN SET PAGE	UNIT PRICE	TOTAL ITEM AMOUNT
1.	Flap Gate - 60"	F25	2.5°	EA	1	200+58A	01C-04	\$	\$
2.	Sluice Gate - 15"	S25	-	EA	1	187+49A	01C-04	\$	\$
3.	Flap Gate - 60"	F55	2.5°	EA	6	157+63A	01C-05	\$	\$
4.	Flap Gate - 24"	F25	5°	EA	1	151+25A	01C-05	\$	\$
5.	Flap Gate - 24"	F25	5°	EA	1	147+25A	01C-05	\$	\$
6.	Flap Gate - 24"	F25	5°	EA	1	144+00A	01C-05	\$	\$
7.	Flap Gate - 16"	F25	5°	EA	1	140+45A	01C-05	\$	\$
8.	Flap Gate - 30"	F25	5°	EA	1	130+00A	01C-06	\$	\$
9.	Flap Gate - 72"	F55	2.5°	EA	1	111+67A	01C-06	\$	\$
10.	Flap Gate - 24"	F55	5°	EA	1	84-00A	01C-07	\$	\$
11.	Sluice Gate - 24" in MH	S55	-	EA	1	175+40B	01C-09	\$	\$
12.	Sluice Gate - 24" in MH	S25	-	EA	1	161+66B	01C-09	\$	\$
13.	Sluice Gate - 18" in MH	S25	-	EA	1	149+69B	01C-09	\$	\$
14.	Sluice Gate - 30" in MH	S25	-	EA	1	145+92B	01C-09	\$	\$
15.	Sluice Gate - 24" in MH	S55	-	EA	1	145+61B	01C-09	\$	\$
16.	Flap Gate - 36"	F25	5°	EA	1	128+61B	01C-10	\$	\$
17.	Flap Gate - 20" in MH	F25	5°	EA	1	123+61B	01C-10	\$	\$
18.	Sluice Gate - 24" in MH	S25	-	EA	1	119+45B	01C-10	\$	\$
19.	Flap Gate - 24" in MH	F55	5°	EA	1	115+26B	01C-10	\$	\$
20.	Flap Gate - 54" in MH	F55	2.5°	EA	1	108+58B	01C-10	\$	\$
21.	Sluice Gate - 36" in MH	S25	-	EA	1	90+36B	01C-11	\$	\$
22.	Flap Gate - 18"	F25	5°	EA	1	80+00B	01C-11	\$	\$
23.	Flap Gate - 8", Outfall Pipe, and Headwall	F25	5°	EA	1	74+40B	01C-11	\$	\$

ITEM	DESCRIPTION	TYPE	BATTER ANGLE	UNIT	QTY	STATION	PLAN SET PAGE	UNIT PRICE	TOTAL ITEM AMOUNT
24.	Flap Gate - 30" in MH	F55	5°	EA	1	69+86B	01C-12	\$	\$
25.	Flap Gate - 24" in MH	F55	5°	EA	1	57+98B	01C-12	\$	\$
26.	Flap Gate - 12" in MH	F25	5°	EA	1	28+49B	01C-12	\$	\$
27.	Flap Gate - 66"	F55	2.5°	EA	1	19+11B	01C-13	\$	\$
28.	Flap Gate - 18"	F55	5°	EA	1	7+54B	01C-13	\$	\$
29.	Flap Gate - 36"	F55	5°	EA	1	291+75C	01C-14	\$	\$
30.	Flap Gate - 36"	F55	5°	EA	1	254+06C	01C-15	\$	\$
31.	Flap Gate - 30"	F25	5°	EA	1	244+65C	01C-15	\$	\$
32.	Flap Gate - 36"	F25	5°	EA	1	224+17C	01C-16	\$	\$
33.	Sluice Gate - 8" and MH lid	F25	-	EA	1	220+00C	01C-16	\$	\$
34.	Flap Gate - 24"	F25	5°	EA	2	217+35C	01C-16	\$	\$
35.	Flap Gate - 36"	F25	5°	EA	1	206+90C	01C-16	\$	\$
36.	Flap Gate - 24"	F25	5°	EA	1	200+55C	01C-17	\$	\$
37.	Flap Gate - 24"	F25	5°	EA	1	199+80C	01C-17	\$	\$
38.	Flap Gate - 48"	F25	2.5°	EA	1	176+90C	01C-17	\$	\$
39.	Flap Gate - 24"	F25	5°	EA	1	176+47C	01C-18	\$	\$
40.	Flap Gate - 24"	F25	5°	EA	1	172+08C	01C-18	\$	\$
41.	Flap Gate - 48"	F25	2.5°	EA	1	128+80C	01C-19	\$	\$
42.	Flap Gate - 48"	F25	2.5°	EA	2	92+70C	01C-20	\$	\$
43.	Flap Gate - 30"	F25	5°	EA	1	51+28C	01C-22	\$	\$
44.	Bonds and Insurance	-	-	LS	1	-	-	\$	\$
TOTAL BID								\$	

TOTAL BID: _____ (written bid)

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 _____

Attachments to the Bid Proposal Required:

1. Bid Bond in the amount of 5% of the bid.
2. Bidder's Certification Signed and Notarized.
3. All additional information as required within the Technical Specifications.

SUB-CONTRACTORS:

Subcontractors (if any) who the Bidder proposes to use on the project shall be listed. Once the bidder's proposal has been accepted, there shall be no deviations from the list, except as requested by, or upon approval of, the Owner.

COMPANY	CONTACT	PHONE	WORK PROPOSED	%

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: _____

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 including the Bid Guaranty, 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: _____

BY: _____ DATE: _____

TITLE: _____

ADDRESS: _____

PHONE: _____ FAX: _____

CELL PHONE: _____ E-MAIL: _____

FEDERAL TAXPAYER IDENTIFICATION NUMBER: _____

KENTUCKY TAXPAYER IDENTIFICATION NUMBER: _____

CITY OF PADUCAH BUSINESS LICENSE NUMBER: _____

SECTION 00 52 13
CITY OF PADUCAH, KENTUCKY
ENGINEERING DEPARTMENT AGREEMENT FOR FLOOD PROTECTION FLAP GATE
REPLACEMENT PROJECT

THIS AGREEMENT, made this ____ day of _____, 20__ by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and _____, hereinafter called the **CONTRACTOR**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor agrees to furnish all of the materials and perform all of the work based upon the Drawings and Specifications entitled Flood Protection Flap Gate Replacement on the City of Paducah Flood Wall Protection System prepared by HDR, Inc., acting as, and in these Drawings, entitled the Engineer; and shall do everything required by this Agreement, the Special Provisions of the Contract, the Specifications and Drawings and any Addendum(a) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project **within Two-Hundred and Ten (210)** consecutive calendar days thereafter.

Failure of the Contractor to complete the work in the time specified above plus any extensions allowed in accordance with the General Conditions shall result in the assessment of liquidated damages for the delay (not as a penalty). Liquidated damages shall be in the amount of **\$500.00** per consecutive calendar day for failure to meet the final completion date and shall be withheld from final payment.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein: _____ (\$_____) as quoted in the Bid Proposal by the Contractor dated _____ which shall constitute full compensation for the work and services authorized herein.

ARTICLE 4. PROGRESS PAYMENTS

The Contractor may submit each month, and no more than once a month, a Request for Payment for work completed in accordance with the Specifications. The Owner will make partial payments on or about thirty **(30)** days after submission of a properly completed invoice and approval of the completed work. At the Engineer's discretion, a ten percent **(10%)** retainage may be held until final completion and acceptance of the work.

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due sixty, **(60)** days after substantial completion of the work, provided the work will then be fully completed and the Contract fully performed in accordance with the specifications.

ARTICLE 6. GOVERNING LAW

The Parties agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the Commonwealth of Kentucky. The parties further agree that the venue for any legal proceeding relating to this Agreement shall exclusively be in McCracken County, Kentucky.

ARTICLE 7. THE CONTRACT DOCUMENTS

The Plans, Specifications and any addendum that may have been issued are fully a part of this Contract as if thereto attached or herein repeated.

IN WITNESS WHEREOF:

The parties hereto have executed this Agreement, the day and year first above written.

CONTRACTOR

BY _____
TITLE _____

ADDRESS:

CITY OF PADUCAH, KENTUCKY

BY _____
George P. Bray, Mayor

ADDRESS:
Post Office Box 2267
Paducah, Kentucky 42002-2267

SECTION 40 05 58
CAST IRON FLAP GATES AND SLIDE GATES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Cast iron slide gates and integral operators.
 - 2. Cast iron flap gates and integral operators.
- B. Related Specification Sections include but are not necessarily limited to:
 - 1. Division 00 - Procurement and Contracting Requirements.
 - 2. Division 01 - General Requirements.

1.2 QUALITY ASSURANCE

- A. Manufacturer Qualifications:
 - 1. All of the equipment specified under this Section shall be furnished by a single manufacturer with a minimum of 20 years' experience designing and manufacturing flap gates and slide gates.
 - 2. The manufacturer shall have manufactured flap gates and slide gates for a minimum of 100 projects. The specification is based on the cast iron flap gate and slide gate as manufactured by Waterman Valve, of Exeter, California.
- B. Referenced Standards:
 - 1. American Water Works Association (AWWA):
 - a. C541, Hydraulic and Pneumatic Cylinder and Vane-Type Actuators for Valves and Slide Gates.
 - b. C542, Electric Motor Actuators for Valves and Slide Gates.
 - c. C560, Cast-Iron Slide Gates.
 - 2. National Electrical Manufacturers Association (NEMA):
 - a. 250, Enclosures for Electrical Equipment (1000 Volts Maximum).
 - 3. National Sanitation Foundation International (NSF):
 - a. 61, Drinking Water System Components - Health Effects.
 - 4. Society for Protective Coatings/NACE International (SSPC/NACE):
 - a. SP 10/NACE No. 2, Near-White Blast Cleaning.
 - 5. ASTM International (ASTM):
 - a. A108 (2003) Steel Bars, Carbon, Cold-Finished
 - b. A123/A123M (2002) Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
 - c. A126 Class B, Standards Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings
 - d. A153/A153M, Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
 - e. A194/A 194M (2004a) Carbon and Alloy Steel Nuts for Bolts for High Pressure or High Temperature Service or Both
 - f. A276 (2004) Stainless Steel Bars and Shapes
 - g. A307 (2004) Carbon Steel Bolts and Studs, 60 000 PSI Tensile Strength
 - h. A320/A 320M (2004) Alloy/Steel Bolting Materials for Low-Temperature Service
 - i. A536 Gr. 65-45-12, Standard Specification for Ductile Iron for Pivot Lugs
 - j. A 582/A 582M (1995b; R 2000e1) Free-Machining Stainless Steel Bars
 - k. B21/B 21M (2001e1) Naval Brass Rod, Bar, and Shapes
 - l. B584 (2004) Copper Alloy Sand Castings for General Applications
 - m. B633 (1998; E 2001) Electrodeposited Coatings of Zinc on Iron and Steel
 - n. F594(2002) Stainless Steel Nuts

1.3 SUBMITTALS

- A. Submit the following with the Proposal:
 - 1. Proposal Data Sheets.
- B. Shop Drawings:
 - 1. See Specification Section 01 33 00 for requirements for the mechanics and administration of the submittal process.
 - 2. Product technical data including:
 - a. Acknowledgement that products submitted meet requirements of standards referenced.
 - b. Flap Gates;
Shop drawings shall be submitted for sluice gates and flap gates showing details for mounting, materials description, calculations (sluice gates opening and closing torque, stem buckling strength & pedestal (lift)), gate operating pedestal (lift), concrete reinforcement, anchorage, dimensions, and construction and manufacturer's installation procedures. The shop drawings shall show the clearance dimensions between stem couplings and stem guides and the end of the stem and the top of the stem cover, in both the open and closed positions of the sluice gates. Manufacturer's catalog data, including specifications and full descriptive data, shall be submitted for all materials and equipment furnished. Contractor shall be responsible for verifying that the specific manufacturers' sluice gates to be provided at the listed location will fit and function in the area available.
 - 3. Fabrication and/or layout drawings.
 - 4. Certifications.
 - 5. Product technical data including:
 - a. Acknowledgement that products submitted meet the requirements of standards referenced.
 - b. Calculations that demonstrate compliance with the deflection, stress and factor of safety specified.
 - c. Certified drawings and material specifications for ALL components.
 - d. Manufacturer's installation instructions.
 - e. Test records.
- C. Product Data:
 - 1. Acknowledgement that products submitted meet requirements of standards referenced.
 - 2. Manufacturer's installation instructions.
 - 3. Fabrication and/or layout drawings.
 - 4. Certifications.
 - 5. Test reports.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Subject to compliance with the Contract Documents, the following manufacturers are acceptable:
 - 1. Waterman Valve.
 - 2. Hydro-Gate.
 - 3. Fontaine.
 - 4. Or engineered preapproved equal.

2.2 EQUIPMENT – SLIDE GATES

- A. Provide heavy duty gates, stems, lifts and other appurtenances of size, type, material and construction shown on the Contract Drawings and as specified herein.
- B. Slide gates shall be of heavy duty and medium duty type.
- C. Gates: Meet all requirements of AWWA C560 as modified per this Specification Section.

- D. To ensure quality and consistency, no third party contracted manufacturers for fabrication and assembly allowed. The manufacturing and assembly facility shall be a United States facility.
- E. Cast iron components shall be domestic (United States) materials
- F. Leakage rate not to exceed the maximum allowable leakage as stated in the AWWA C560 standard. The gates shall be adjusted at the manufacturing plant so that a 0.002" thick gauge (1/2 the required standard by AWWA) will not be admitted at any point between the frame and cover seating surfaces.

2.3 EQUIPMENT – FLAP GATES

- A. The flap gate shall be designed to allow free outflow and prevent backflow for a maximum seating head of either 55 feet for F55 or 25 feet for F25.
- B. When used for pump discharge, the unit shall be fitted with a Waterman-supplied leaf-spring bumper with rubber cushion block.
- C. To ensure quality and consistency, no third party contracted manufacturers for fabrication and assembly allowed. The manufacturing and assembly facility shall be a United States facility.
- D. Cast iron components shall be domestic (United States) materials

2.4 MATERIALS – FLAP GATES AND SLIDE GATES (REQUIRED MINIMUM)

- A. Frame and Cover, Flap Gates and Slide Gates – Cast Iron per ASTM- A-126, Class B.
- B. Flap Gate pivot Lug – Ductile Iron per ASTM A-536, Gr. 65-45-12.
- C. Flap Gate hinge Link – Structural Steel ASTM A-36, galvanized per ASTM-A-123
- D. Flap Gate bronze Bushing and Washers – Commercial Bronze
- E. Flap Gate and Slide Gate, assembly Hardware, Fasteners, Anchors, and Hinge Pins – 18-8 Stainless Steel (Type 304)
- F. Flap Gate Naval Bronze Seats – ASTM B-21, Alloy 48200
- G. Slide Gate Manganese Bronze Seats, Wedges and Stem Blocks – ASTM B584, Alloy 86500
- H. Slide Gate bottom close seal Neoprene Seats – ASTM D-2000 BC610/625
- I. Slide Gate pedestal Cast Iron per ASTM- A-126, Class B with polyamide epoxy finish.
- J. Slide Gate stem ASTM A276 Type 304 stainless steel, machine cut threads 29 degrees ACME type.
- K. Slide Gate stem guides Cast Iron ASTM A-126 Class B with bronze bushings or UHMW bushings.
- L. Slide Gate stem cover clear butyrate with Mylar strip indicator.
- M. All gates with C-200A epoxy coating.

OPTIONAL MATERIALS

- N. Low-Zinc Bronze Seats – ASTM B-198, Alloy 65100
- O. Ductile Iron Hinge Link – ASTM A536, Gr. 65-45-12
- P. Manganese Bronze Hinge Link – ASTM B584, Alloy 86500
- Q. Bronze Bushings – ASTM B-98
- R. Ni-Resist Cast Iron Frame and Cover – ASTM A-436, Type 2 or 2B.

2.5 GATE OPERATORS AND LIFTS

- A. General:
 - 1. Provide lifts in accordance with AWWA C560 or as modified in this Specification Section.

2. Rising stem lifts:
 - a. Provide clear butyrate plastic stem cover with Mylar strip open-close indicator.
- B. Manual Operators:
 1. Equip lift mechanism with a pedestal as shown on Drawings.
 2. Centerline of crank or handwheel: Approximately 36 IN above operating floor, unless otherwise shown.
 3. Crank wheel: Removable and fitted with a corrosion resistant rotating handle.
 4. Sizing SOP can be found in USCAE EM 1110-2-3105 sections 14.3.g – 14.3.i.

2.6 FABRICATION

- A. Flap Gate frame shall be cast of flatback design, with seating surface inclined from vertical at a minimum of 2.5 degrees for gates larger than 48 inches and 5 degrees for gates 48 inches and smaller to assure positive closure, batter in accordance with USCAE Chapter 9, Section 9.4.1.4.3 of EM 1110-2-2902. For flatback Slide Gates mounted to thimbles or flanges or concrete wall, the slide gate flange shall be machined and drilled to an alternate bolt pattern.
- B. Cover shall be cast iron, cast in one piece, with reinforcing ribs, designed to withstand the seating head specified. An integral cast on lifting eye shall be provided for manual operation. All machined surfaces shall have a minimum 63 micro inch finish.
- C. Seating surfaces for frame and cover shall be one of the following:
 1. Machined iron
 2. Flap gate and slide gate bronze seats impacted into dovetail grooves on the frame and cover.
 3. Flap gate bronze seats impacted into dovetail grooves within the frame with optional neoprene seat bonded into a dovetail groove in the cover to cushion the cover upon closing.
 4. Slide gate with bronze seats impacted into dovetail grooves in cover. When a flush bottom closure is specified, a resilient seal shall be attached to the frame so that it is flush with the gate invert. The flush bottom seal shall be supported by a cast iron or stainless-steel bracket which shall be bolted to machined pads provided on the frame. The seal shall be held in place by a bronze or stainless-steel bar which shall be bolted through the seal to the bracket with stainless steel fasteners. All wedges and wedge blocks shall be of solid corrosion resistant material and shall be of sufficient number to provide a practical degree of water tightness per AWWA C560. All wedge bearing surfaces and contact faces shall be machined to give maximum contact and wedging action. Wedges shall be fully adjustable, but once set shall not rotate or move from the set position. All wedge fasteners and adjustment screws shall be corrosion resistant.
- D. Flap Gate shall be provided with an adjustable, double pivoted hinge linkage so designed to permit complete seating, Pivot lugs mounted to the frame shall be adjustable to allow adjustment of hinge links without having to remove the cover from the gate. The hinge links shall be bronzed bushed stainless steel. Optional hinge links of ductile iron, stainless steel (both bronze-bushed), and manganese bronze may be specified. All assembly hardware shall be type 18-8 stainless steel, 316 or 304 as specified.
- E. Slide gates shall be provided with full opening and stops or other arrangement to prevent the cover from sliding sufficiently to become wedged in the open position. All assembly hardware shall be type 18-8 stainless steel, 316 or 304 as specified.
- F. Finish of all cast iron shall be painted with Formula C-200A, Coal-Tar -Epoxy (Black) Paint, 20 mils thick. Surfaces shall be sanded or sandblasted prior to application. C-200A shall be applied by the equipment manufacturer with a minimum of two thin coats. Structural steel hinge links shall be galvanized. All bronze and stainless-steel parts do not require further finish.

2.7 THE SOURCE QUALITY CONTROL

- A. Article is used to address Factory tests, inspections, and certifications required to be performed at the shop prior to shipment to site.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Installation of the gates and appurtenances shall be done in a workmanlike manner. It shall be the responsibility of the CONTRACTOR to handle, store, and install the equipment specified in this Section in strict accordance with the Manufacturer's recommendations.
- B. The CONTRACTOR shall review the installation drawings and installation instructions prior to installing the gates.
- C. The CONTRACTOR shall fill any void between the guide frames and the structure with non-shrink grout as shown on the installation drawing and in accordance with the grout manufacturer's recommendations.
- D. Waterman recommends a spring bumper for flap gates in a pump discharge application.

3.2 FIELD QUALITY CONTROL

- A. Employ and pay for services of equipment manufacturer's field service representative(s) to:
 - 1. Inspect equipment covered by this Specification Section.
 - 2. Supervise adjustments and installation checks.
 - 3. Provide test equipment, tools, and instruments necessary to accomplish equipment testing.
 - 4. Conduct initial start-up of equipment, perform operational checks, and supervise acceptance testing.
 - 5. Provide, through Contractor, a written statement that manufacturer's equipment has been installed properly, started up and is ready for operation by Owner's personnel.
 - 6. Instruct Owner's personnel on operation and maintenance of furnished equipment.
- B. Field Leakage Test for Cast Slide Gates: Test gate under design seating head by 0.004" gauge and adjust to not exceed maximum leakage rate specified, per AWWA C560 standard.

END OF SECTION



STANDARD OPERATING PROCEDURE
FOR
EXCAVATION BENCHING AND/OR BACKFILL COMPACTION
FOR LEVEE AND FLOODWALL MODIFICATIONS



5 January 2011
15 April 2015

1. Placing backfill within the levee embankment will require the following:

- a) The surface of the levee shall be stripped of organics and topsoil to a depth of approximately 6 inches prior to benching the levee sideslope.
- b) The existing levee embankment shall be over-excavated in all directions by benching 1 ft vertical and 3 ft horizontal into stiff undisturbed soil. A level bottom surface day-lighting toward the levee toe shall be provided from which the upward benching on the sides shall initiate. Benchng may have to be performed by hand methods or using small-scale excavation equipment.
- c) The levee soil on which the backfill is to be placed should not be excavated until immediately before backfilling, and shall not be allowed to become overly wet or dry while exposed. The surface area of the benches shall be scarified as necessary to ensure a good bond between the existing soil and the backfill material.
- d) Backfill material must be low permeability soils - impermeable soils (e.g. SC, CL or CL-ML with an estimated hydraulic conductivity less than 1 x10⁻⁵ cm/sec) in accordance with ASTM 2488 - USCS classification system.
- e) Backfill material shall be placed in loose lifts with thicknesses not to exceed 6-inches and compacted in the holes to a minimum of 95 percent Proctor density determined at optimum moisture content according to ASTM D-698. Moisture control limits are to be within -1% to +3% of optimum.
- f) Compaction test results of work accomplished in item “c” above shall be submitted to USACE for review and approval throughout the construction process.
- g) Earthwork Specification requirements shall be submitted for Permit review and approval.
- h) The finished riverside or landside slope of the levee shall be graded to match the existing levee slopes upstream and downstream. A site-specific grading plan must be approved for projects where the final grade differs from the original grade.
- i) The disturbed areas shall be seeded and covered with a bio-degradable geotextile when final grading is complete.

2. Placing backfill materials outside the projected levee slopes but within a minimum of 15 feet of the toe of the Levee or face of the Floodwall requires the following:

- a) Backfill material must be low permeability soils - impermeable soils (e.g. SC, CL or CL-ML with an estimated hydraulic conductivity less than 1 x10⁻⁵ cm/sec) in accordance with ASTM 2488 - USCS classification system. Alternatively, controlled low strength material (e.g. flowable fill) meeting the above conductivity requirements and the governing state’s DOT standard specification may also be used as backfill material.
- b) Backfill shall be placed in loose lifts with thicknesses not to exceed 8-inches and compacted in the holes to a minimum of 95 percent Standard Proctor density determined at optimum moisture content according to ASTM D-698, unless otherwise directed. Moisture control limits are to be within -1% to +3% of optimum.
- c) The disturbed areas shall be seeded and covered with a bio-degradable geotextile when final grading is complete.

GENERAL NOTES

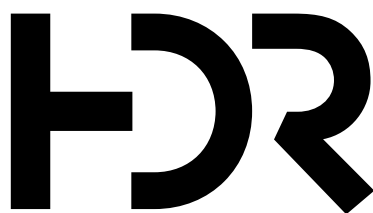
- 1. THE DRAWINGS DEPICT EXISTING CULVERTS/PIPES INSPECTED ALONG THE ENTIRE LENGTH OF THE FLOODWALL. HOWEVER, ONLY FLAP GATES AND SLUICE GATES SPECIFICALLY NOTED ON THE DRAWINGS AS REQUIRING REHABILITATION SHALL BE CONSIDERED IN THE SCOPE OF WORK FOR THIS PROJECT.
- 2. EXISTING TOPOGRAPHY FEATURES DEPICTED WERE OBTAINED FROM AERIAL PHOTOGRAPHY PROVIDED BY THE OWNER AND SHALL BE CONSIDERED APPROXIMATE.
- 3. AT THE COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS, ACCESS ROADS AND STAGING AREAS TO A CONDITION EQUAL TO OR BETTER THAN THAT PRIOR TO INITIATION OF THE PROJECT. FOR ANY LEVEE EMBANKMENT DISTURBANCE, FOLLOW USACE SOP FOR "BENCHING AND COMPACTION", NOTED ON THIS SHEET.
- 4. CONDUCT CLEARING, GRUBBING AND CONSTRUCTION ACTIVITIES IN A MANNER MINIMIZING TO THE EXTENT PRACTICAL, THE DESTRUCTION OF THE EXISTING CHANNEL LINING, STREAM BANK ETC.
- 5. NO STORAGE OF EXCAVATED MATERIAL WILL BE ALLOWED IN LOCATIONS THAT BLOCK THE EXISTING STORM DRAINAGE. RESTRICTION OF DRAINAGE WILL BE ALLOWED ONLY WHERE ABSOLUTELY NECESSARY AND/OR WHERE NOTED ON THE DRAWINGS.
- 6. IMPLEMENT MEASURES TO PROTECT PROPERTY AND SURVEY MONUMENTS. REPLACE ALL SURVEY MONUMENTS, PROPERTY CORNERS, ETC., DISTURBED BY CONSTRUCTION. ALL PROPERTY CORNERS MUST BE REPLACED BY A PROFESSIONAL SURVEYOR LICENSED TO PRACTICE SURVEYING IN KENTUCKY.
- 7. IMPLEMENT TRAFFIC CONTROL MEASURES IN ACCORDANCE WITH THE APPLICABLE STANDARDS AND REGULATIONS INCLUDING, BUT NOT LIMITED TO, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.), WHEN ANY OPERATION ADVERSELY AFFECTS TRAFFIC CONTROL. DEPLOY PROPER LIGHTING, BARRICADING, AND FLAGMEN. FURNISH, ERECT AND MAINTAIN TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH M.U.T.C.D. AT NO ADDITIONAL COST TO THE OWNER.
- 8. MAINTAIN A CLEAN AND ORDERLY JOB SITE AT ALL TIMES.
- 9. MINIMIZE BANK EROSION AND SILTATION DURING ALL PHASES OF CONSTRUCTION.
- 10. REMOVE ALL DEBRIS INCLUDING UNUSED CHANNEL LINING, WASTE CONCRETE AND GROUT, PIPE, ETC. FROM THE PROJECT SITE AND DISPOSE OF AT AN APPROVED LOCATION AT NO ADDITIONAL COST TO THE OWNER.
- 11. REPAIR ANY FENCE, OR PORTION THEREOF, DISTURBED DURING CONSTRUCTION TO A CONDITION EQUAL TO OR EXCEEDING THE PRE-CONSTRUCTION CONDITION.
- 12. RESTORE ALL DITCH LINES DAMAGED OR DISTURBED DURING CONSTRUCTION TO ORIGINAL LINES AND GRADES.
- 13. CONTACT PADUCAH WATER AT 270-444-0522 TO COORDINATE A LOCAL SUPPLY OF MUNICIPAL WATER. ALL METER LEASE FEES AND/OF COSTS ASSOCIATED WITH OBTAINING WATER SHALL BE PAID BY THE CONTRACTOR AND SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
- 14. MAINTAIN EQUIPMENT, MATERIALS, SPOIL/SOIL ON CITY EASEMENTS OR RIGHT-OF-WAY. IF UNABLE TO COMPLY OR NEGOTIATE A MUTUALLY ACCEPTABLE AGREEMENT WITH PROPERTY OWNER.
- 15. IN RURAL AREAS, THE CONTRACTOR SHALL UTILIZE THE TOP OF THE FLOODWALL AS PRIMARY ACCESS TO EACH PIPE LOCATION UNLESS A SEPARATE AGREEMENT WITH AN ADJACENT PROPERTY OWNER HAS BEEN NEGOTIATED BY THE CONTRACTOR. IN SUCH CASE, PROVIDE THE OWNER WITH DOCUMENTATION OF CONCURRENCE BY THE PROPERTY OWNER PRIOR TO CONSTRUCTION.
- 16. THE CONTRACTOR MAY REMOVE THE FLAP-GATE SUPPORT BRACKET AT THE OUTLET END OF THE PIPES AND RE-INSTALL AS NECESSARY TO OBTAIN ACCESS AT NO COST TO THE OWNER.
- 17. MINIMIZE THE DISTURBANCE TO EXISTING CHANNEL LINING WHERE POSSIBLE.

THE FOLLOWING NOTES PERTAIN TO WHEN THE CONTRACTOR IS WORKING WITHIN 50 FEET OF THE FLOODWALL CENTERLINE:

- 18. THE CONTACTOR WILL PROVIDE DIGITAL PICTURES OF BEFORE, DURING, AND AFTER CONDITIONS OF THE FLOODWALL CLOSURES. THESE PHOTOS ARE TO BE SUBMITTED TO BOTH THE LEVEE SPONSOR AND THE USACE LEVEE SAFETY POINT OF CONTACT, NEIL CASH (NEIL.CASH@USACE.ARMY.MIL), WITHIN 30 DAYS OF COMPLETION OF THE APPROVED PROJECT.
- 19. THE CONTRACTOR SHALL COMPLETE AS-BUILT DRAWINGS OF ALL FINAL FEATURES WITHIN 50 FEET OF THE FLOODWALL CENTERLINE WHERE CONSTRUCTION ACTIVITIES WILL OCCUR AND PROVIDE THEM TO BOTH THE LEVEE SPONSOR AND THE LOUISVILLE DISTRICT USACE AT NEIL.CASH@USACE.ARMY.MIL WITHIN 30 DAYS OF COMPLETION OF THE APPROVED PROJECT.
- 20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING FLOODWALL OR LEVEE DURING CONSTRUCTION. DAMAGES SHALL BE REPAIRED BY THE CONTRACTOR AT THEIR EXPENSE. IF DAMAGES BEYOND THE APPROVED SCOPE OF WORK OCCUR, THE CONTRACTOR SHALL IMMEDIATELY CONTACT THE LEVEE SPONSOR AND THE USACE LEVEE SAFETY POINT OF CONTACT, NEIL CASH AT 502-315-6419.
- 21. PLEASE PROVIDE NOTICE TO USACE AT LEAST ONE WEEK PRIOR TO CONSTRUCTION NEAR THE FLOODWALL AREA TO ALLOW A USACE REPRESENTATIVE THE OPTION TO BE ON SITE. POC IS NEIL CASH AT 502-315-6419.
- 22. ANY MODIFICATION TO THE APPROVED SUBMITTALS DEEMED NECESSARY DURING THE CONSTRUCTION PHASE OF THE PROJECT MAY REQUIRE ADDITIONAL TECHNICAL REVIEW AND APPROVAL BY THE USACE PRIOR TO CONTINUING CONSTRUCTION. CONSULT THE USACE LEVEE SAFETY POINT OF CONTACT, NEIL CASH, TO DETERMINE IF THIS REVIEW IS NECESSARY.

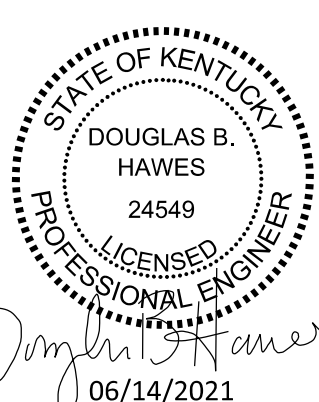
REHABILITATION SUMMARY NOTES

- 1. THE INFORMATION PROVIDED IN THE REHABILITATION SUMMARY (SEE SHEET 3) REPRESENTS THE EXISTING FLAP GATES AND SLUICE GATES SELECTED FOR REHABILITATION AS WELL AS ADDITIONAL INFORMATION PROVIDED FOR GENERAL USE BY THE CONTRACTOR.
- 2. INFORMATION REGARDING BURY DEPTH AND SLOPE WAS OBTAINED FROM AVAILABLE U.S. ARMY CORPS OF ENGINEERS DRAWINGS AND HAS NOT BEEN VERIFIED. THIS INFORMATION IS PRESENTED AS GENERAL INFORMATION AND SHALL NOT BE USED IN STRUCTURAL CALCULATIONS AND EVALUATIONS. REFER TO THE TECHNICAL SPECIFICATIONS FOR PERTINENT DESIGN DATA.
- 3. INFORMATION DEPICTED UNDER "CRITICAL RIVER STAGE FOR ACTION BY CITY" REPRESENTS THE OHIO RIVER STAGE AT WHICH THE CITY'S FLOODWALL OPERATIONS DEPARTMENT PERFORMS AN INSPECTION AND/OR GATE CLOSING IN ACCORDANCE WITH THE FLOODWALL OPERATIONS PLAN IN RESPONSE TO FLUCTUATIONS IN THE OHIO RIVER. THIS INFORMATION IS PRESENTED TO CHARACTERIZE THE RELATIVE ELEVATION OF ALL PIPES AND THE SEQUENTIAL IMPACT THAT RISING RIVER ELEVATIONS MAY HAVE ON SCHEDULING OF WORK. THE CONTRACTOR SHALL CONSIDER THIS INFORMATION APPROPRIATELY IN PLANNING AND EXECUTION OF WORK. 0.0' OHIO RIVER GAGE = 286.3' U.S.G.S. DATUM. REFER TO WWW.CRRH.NOAA.GOV TO VIEW THE LOWER OHIO RIVER 5-DAY RIVER FORECAST AND CALL 270-442-9465 TO OBTAIN THE CURRENT RIVER STAGE INFORMATION.
- 4. CONDITION ASSESSMENT AND DEFECT INFORMATION WAS OBTAINED FROM FIELD INSPECTION DATA AND HAS BEEN SUMMARIZED FOR GENERAL INFORMATION.
- 5. GENERAL INFORMATION REGARDING PROPOSED CHANNEL LINING TYPE, SIZE AND APPROXIMATE DIMENSIONS IS PRESENTED. COORDINATE ALL INSTALLATION OF CHANNEL LINING WITH THE RESIDENT PROJECT REPRESENTATIVE.
- 6. NO CONCRETE WORK IS EXPECTED TO OCCUR ON THE JOB. IF CONCRETE IS FOUND TO BE DAMAGED AND IN NEED OF REPAIR THROUGH REMOVAL AND/OR INSTALLATION OF NEW GATES THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COSTS. ADDITIONALLY, THE CONTRACTOR WILL SUBMIT A REPAIR PLAN AND BILL OF MATERIALS FOR APPROVAL BY THE ENGINEER.



1	06/03/2021	SUBMITTED FOR BID
ISSUE	DATE	DESCRIPTION

PROJECT MANAGER	Doug Hawes
DESIGNED	Doug Hawes
DRAWN	Lorie Lightfoot
QA/QC	Kyle Guthrie
PROJECT NUMBER	10278680

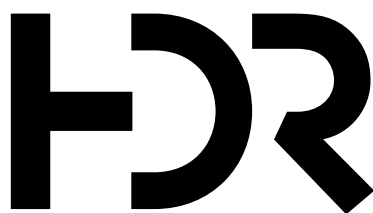


FLOOD PROTECTION
FLAP GATE REPLACEMENT
for the City of Paducah

GENERAL NOTES

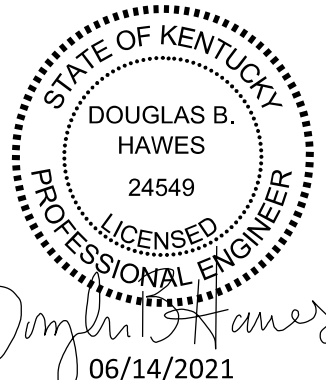
FILENAME	02_GEN NOTES
SCALE	NTS

FIELD INSPECTION DATA SHEET																																													
PADUCAH FLOODWALL PIPE REHABILITATION																																													
SECTION A																																													
										SURFACE IMPROVEMENT				CRITICAL RIVER STAGE FOR ACTION BY CITY	PHOTOS		CONDITION ASSESSMENT						DEFECT SUMMARY										GATE MOUNTING SURFACE ASSESSMENT (HW or MH)					OUTFALL ASSESSMENT							
ITEM	STATION	DIAMETER (IN)	GATE TYPE REQUIRED	LENGTH (FT)	MATERIAL	UPSTREAM END TREATMENT	DOWNSTREAM END TREATMENT	BURY DEPTH FROM A.B. (FT)	SLOPE FROM A.B. (%)	ROADWAY	OTHER	OHE (V/N)			FROM	TO	STR. QUICK RATING	O&M QUICK RATING	OVY PIPE RATING	OVY INDEX	OVY QUICK RATING	COR.	CRACK	HOLE	INF.	JOINT	SAG	ALIGN.	DEFORM.	DEBRIS	DEPOSITS	MATERIAL CHANGE	TAP	OTHER	EROSION	CRACKING	HOLES FROM PREVIOUS BOLTS	LEAKING	DETERIORATED LINER SEAL RING	OTHER	HDR Date Inspected	SEDIMENT	VEGETATION	Ponding	OTHER
REHABILITATION LISTED BY CORPS																																													
	84+00A	24	F55	199	CMP	Concrete Headwall	Conc. Headwaqll w/flap gate	26.9	1.30%		Earth Levee	UP	32.8	1102	1110	533C	2500	142	3	533C																		1/12						Over head elec. over headwall upstream end. STA No. painted on headwall downstream and staked (2' compacted backfill over pipe)	
	111+67A	72	F55	195	CMP	Concrete Headwall w/Rails	Conc. Headwall w/flap gate - rails on headwall	28.37	0.90%		Earth Levee	UP	27.8	1111	1117	3C00	0	105	3	3C00																	1/12						Headwall eroded on lower portion of flap gate causing constant leak (2' compacted backfill over pipe)		
	130+00A	30	F25	136	CMP	Concrete Headwall	Conc. Headwall w/flap gate	21.43	1.20%		Earth Levee	UP	37.9	1118	1124	3C00	2300	84	2.9	3C23																	1/12						(2' compacted backfill over pipe)		
	147+25A	24	F25	79	CMP	Concrete Headwall	Concrete Headwall w/flap gate	12.47	1.30%		Earth Levee	UP	46.0	1139	1146	5300	3100	18	4.5	5331																	1/12						(2' compacted backfill over pipe)		
	151+25A	24	F25	89	CMP	Concrete Headwall	Concrete Headwall w/flap gate	14.03	3.50%		Earth Levee	N	45.6	1147	1153	3B00	0	54	3	3B00																	1/12						emp"s were constucted at a later date)(2' compacted backfill over pipe) Liner ring deteriorating		
	157+63A-1	60	F55	162	CMP	Concrete Headwall w/Rails	Concrete Headwall w/Rails and Flap gates	21.50	0.30%		Earth Levee	N	34.7	1154	1159	3500	0	15	3	3500																	1/12						(2' compacted backfill over pipe)		
	157+63A-2	60	F55	162	CMP	Concrete Headwall w/Rails	Concrete Headwall w/Rails and Flap gates	21.50	0.30%		Earth Levee	N	34.7	1154	1159	0	0	0	0	0																	1/12						These pipes were added at a later date. No details found. Elevation look to be about the same in th field		
	157+63A-3	60	F55	162	CMP	Concrete Headwall w/Rails	Concrete Headwall w/Rails and Flap gates	21.50	0.30%		Earth Levee	N	34.7	1154	1159	3100	0	3	3	3100																	1/12						These pipes were added at a later date. No details found. Elevation look to be about the same in th field		
	157+63A-4	60	F55	162	CMP	Concrete Headwall w/Rails	Concrete Headwall w/Rails and Flap gates	21.50	0.30%		Earth Levee	N	34.7	1154	1159	5139	2200	36	3	5139																	1/12						These pipes were added at a later date. No details found. Elevation look to be about the same in th field		
	157+63A-5	60	F55	162	CMP	Concrete Headwall w/Rails	Concrete Headwall w/Rails and Flap gates	21.50	0.30%		Earth Levee	N	34.7	1154	1159	5339	2100	44	3.4	5339																	1/12						These pipes were added at a later date. No details found. Elevation look to be about the same in th field		
	157+63A-6	60	F55	162	CMP	Concrete Headwall w/Rails	Concrete Headwall w/Rails and Flap gates	21.50	0.30%		Earth Levee	N	34.7	1154	1159	3A00	2200	37	2.8	3A22																	1/12						These pipes were added at a later date. No details found. Elevation look to be about the same in th field		
	187+49A	15	S25	46	CIP	Manhole centerline, Park Ave. in median/round lid	Square manhole lid in centerline Park Ave. w / sluice gate			Park Ave.	Park Ave. High Traffic	N		1160	1165	3900	2400	35	2.7	3924																	1/22						This is a san. Sewer that is not shown on the floodwall plans. Although it is listed on the floodwall general plan (No data on Elevation)		
	200+58A	60	F25	N/A	RCP	N/A	Concrete Headwall w/Flap gates			North 32nd Street, End of Paducah LFPP	Earth Levee																										1/12						Sediment build up prevents full seal. Broken mounting bolt. This location was not a part of the original pipe line assessment and Paducah LFPP Slip Lining Project. It has been added to this spreadsheet for the purposes of Flap Gate Replacement Only.		
REHABILITATION RECOMMENDED																																													
	66+27A MH 24A	113	S55	154	CMP PLATE	Sluice gate in MH #24	In manhole #23 w/sluice gate	29.94	Flat 0.01%			Y	24.7	1098	1101	3C19	3200	102	2.6	3C00																								102" RCP Arch from MH to River	
OTHER																																													
	140+45A	16	F25	87	DIP	Conc. Headwall w/gate valve 6 west of H/W	Conc. Headwall w/flap gate	14' +/-				N		1125	1130	0	0	0	0	0																	1/12						New pipe and headwalls AND GATE VALVE (Pipe added because of closure being filled. Closed off. No data on Elevation.)		
	144+00A	24	F25	81	CIP	Conc. Block, square manhole w/steel plate	Concrete block manhole w/flap gate	4' +/-		Gravel Parking		N		1129	1138	0	2200	4	2	2200																	1/12						Not on floodwall plans		



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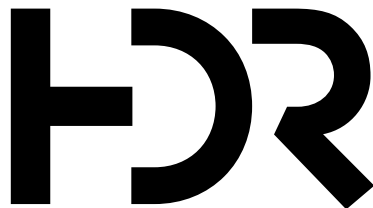
FLOOD PROTECTION
FLAP GATE REPLACEMENT
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REHABILITATION SUMMARY
SECTION A

FILENAME	03_REHAB SUM
SCALE	NTS

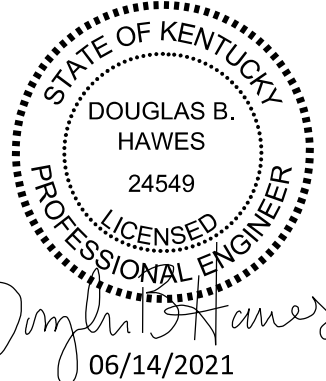
SHEET	01C-03a
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FIELD INSPECTION DATA SHEET																																																	
PADUCAH FLOODWALL PIPE REHABILITATION																																																	
SECTION B																																																	
										SURFACE IMPROVEMENT			CRITICAL RIVER STAGE FOR ACTION BY CITY	PHOTOS		CONDITION ASSESSMENT						DEFECT SUMMARY										GATE MOUNTING SURFACE ASSESSMENT (HW or MH)				OUTFALL ASSESSMENT													
ITEM	STATION	DIAMETER (IN)	GATE TYPE REQUIRED	LENGTH (FT)	MATERIAL	UPSTREAM/END TREATMENT	DOWNSTREAM END TREATMENT	BURY DEPTH FROM A.B. (FT)	SLOPE FROM A.B. (%)	ROADWAY	OTHER	OHE (V/N)		FROM	TO	STR. QUICK RATING	O&M QUICK RATING	OVR. PIPE RATING	OVR. INDEX	OVR. QUICK RATING	COR.	CRACK	HOLE	INF.	JOINT	SAG	ALIGN.	DEFORM.	DEBRIS	DEPOSITS	MATERIAL CHANGE	TAP	OTHER	EROSION	CRACKED HOLES FROM PREVIOUS BOLTS	PREVIOUS BOLTS LEAKING	DETERIORATED LINER SEALING	OTHER	HDR Date Inspected	SEDIMENT	VEGETATION	PONDING	OTHER	NOTES					
REHABILITATION LISTED BY CORPS																																																	
	7+54B	18	F55	65	Cast Iron	SQ raised grate over MH	Concrete headwall with flap gate	7.5 +/-	Break in Grade Sheet 99	Under Concrete T-Wall	Low Traffic on Dirt Road	Y			1177	1183	3500	4100	19	3.2	4135																									*gate across levee, turn left to gate. Check in at Riverport Authority before entering floodwall (Riverside)			
	19+11B	66" Sliplined w/ 54" HOBAS and 5'x5' Arch	F55	157' HOBAS and 115' Arch	HOBAS FRP Brick	Concrete headwall w/trash grate	Concrete headwall with 66" flap gate	36'	1.30% Break in Grade Sheet 99	S. 4th Stret Med. Traffic	Earth Levee	UP	20.0	1184	1192	5100	4232	21	3.5	5142																										Section from headwall at river to manhole in 4th Street has been sliplined. Check in at Riverport Authority Before Entering (Compacted Backfill 2' over pipe)			
	80+00B	18	F25	55	Cast Iron	SQ steel grate - no sluice or flap gate	Concrete headwall with flap gate	7.6'		Under Concrete T-Wall	Low Traffic on Dirt Road	N		1227	1232	3A00	1100	34	2.8	3A11																										Check in office at Ingram Barge Co. (Riverside)			
	175+40B	24	S55	166	CMP	Conrete headwall	Concrete manhole with round bolt-down lid and sluice gate	26'	0.60%	Under Earth Levee	Low Traffic	N	34.8	1325	1331	3C00	2A00	127	2.7	3C2A																									Manhole riverside has sluice or gate valve that operates outside of manhole - see photos. New 24" CMP from MH to River. Gate lift mounts were repositioned leaving holes.				
REHABILITATION RECOMMENDED																																																	
	128+61B	36	F25	94' CI and 55' CMP	CI and CMP	SQ steel lid in sidewalk with sluice gate in manhole	Concrete headall with flap gate	12'	0	Traffic over pipe through flood wall opening at Jefferson	Access to Schultz Park	N	30.5	1273	1279	5131	0	8	4	5131																												Thimble extends to noncircular gate flange offset from wall	
OTHER																																																	
0	28+49B	12	F25	29	WI Pipe	SQ concrete manhole w/round line w/sluice gate	SQ concrete manhole with round lid with flap gate	11' +/-	NA	Under Concrete T-Wall	Low Traffic on Dirt Road	N		1195	1200	3600	0	18	3	3600																													
	57+98B	24	F55	26	Cast Iron	SQ galv. grate over manhole w/sluice gate	SQ cast iron lid - SQ concrete manhole w/flap gate	28'	NA	Under Concrete T-Wall	gravel Road on Both Sides of Floodwall-Light Traffic	Y		1201	1207	3400	0	12	3	3400																												Address for Transmontaigne is 2333 Elizabeth Street, NOTE: Check-in office for entry behind floodwall.	
	69+86B	30	F55	25	WI Pipe	SQ cast iron lid with sluice gate inside manhole	SQ cast iron lid w/flap gate in manhole	25'	NA	Under Concrete T-Wall	Low Traffic	Y		1208	1217	0	0	0	0	0																													
	74+40B	8	F25	51	Cast Iron	SQ cast iron lid with sluice gate inside manhole	M.H. river side of floodwall w/ flap gate	12.5'	NA	Under Concrete T-Wall	Low Traffic	N		1218	1226	3A00	2300	36	2.8	3A23																										8" cast iron under floodwall, Access is buried and outlet pipe is clogged with debris and roots.			
	90+36B	36	S25	50	WI Pipe	SQ steel lid with sluice gate in manhole	Large SQ steel grate with sluice gate in manhole	15.5'	NA	Under Floodwall Opening	Low Traffic	Y		1233	1239	3700	0	21	3	3700																													
	108+58B	54	F55	41	WI Pipe	Large SQ steel lid with sluice gate in manhole	Round manhole lid with flap gate in manhole	12.3'	NA	Under Floodwall Opening	Low Traffic	Y		1240	1249	0	0	0	0	0																											From round lid manhole riverside-pipe runs to concrete headwall at river, see photos		
	115+26B	8	F25	92	WI pipe under flood wall then changes to VCP	Round lid riverside floodwall with sear gate sanitary sewer valve	SQ manhole lid steel with gate valve	4.5' +/-	NA	Floodwall Opening at Washington St.	Med. Traffic	N		1250	1253	3A21	2100	43	2.9	3A22																											This is a sanitary sewer line that serves riverside of floodwall.		
	115+26B or 115+00	24	F55	47	WI Pipe	SQ steel lid with sluice gate in manhole	SQ steel lid with flap gate in manhole	11'	0.60%	Floodwall Opening at Washington St.	Med. Traffic	N		1254	1258	3900	0	27	3	3900																													
	119+45B	24	S25	35	WI Pipe	SQ steel lid with sluice gate in manhole	SQ steel lid with manhole	12'	NA	Floodwall Opening at Kentucky Ave. and Water St.	High Traffic	N		1259	1264	3700	0	21	3	3700																													
	123+61B	20	F25	32	WI Pipe	SQ steel lid with sluice gate in manhole	SQ steel lid with flap gate in manhole	6.5' +/-	NA	Floodwall Opening at Broadway and Water St.	High Traffic	N		1265	1270	0	0	0	0	0																													
0	144+12.71B	48	-	73	WI Pipe	In Pump Plant #5 at 3rd and Harrison St.	In manhole with steel grate	13'	NA	Floodwall Opening at 3rd St. and Harrison	Low Traffic	Y		1295	1298	3800	0	45	3	3800																												From steel grate at STA 145+61B to Pump Plant #5, 48" WI Pipe.	
	145+61B	24	S55	44	WI Pipe	SQ steel lid land side of FW with sluice gate in manhole	SQ steel grate over manhole with sluice gate in manhole	12'	NA	Floodwall Opening at 3rd St. and Harrison	Low Traffic	Y		1280	1285	3900	0	27	3	3900																													
	145+92B	30	S25	45	WI Pipe	SQ steel lid land side of FW with sluice gate in manhole	SQ steel grate over manhole with sluice gate in manhole	10'	NA	Floodwall Opening at 3rd St. and Harrison	Low Traffic	Y		1286	1294	3800	0	24	3	3800																													
	149+69B	18	S25	38	WI pipe	Round steel lid with sluice gate in manhole	SQ steel lid with sluice gate in manhole	7' +/-	NA	Floodwall Opening to 3rd St. and Executive Blvd.	High Traffic	Y		1299	1304	0	0	0	0	0																											Square manhole frame is loose and needs replacing		
	150+60B	24	-	76	WI pipe	SQ steel lid with sluice gate in manhole	Round nanhole lid	18.3'	NA	Floodwall Opening to 3rd St. and Executive Blvd.	High Traffic	Y		1305	1310	3900	4123	37	2.8	4139																											Buried MH w/flap gate @ 25' from riverside manhole, manhole missaligned		
	161+66B	24	S25	49	WI Pipe	SQ steel lid in grass median with sluice gate in manhole	SQ steel lid with sluice gate in manhole	7' +/-	0.60%	Floodwall Opening to 5th Ave. and park Ave.	Low Traffic	Y		1311	1316	0	0	0	0	0																											Adjoining pipe work needs maintenance, chipped		
0	166+48B	8	F25	9	DIP	Inside Midwest Terminal at 5th & Park - 8" DIP with gate valve	8" DIP with gate valve, steel plate over concrete flume	14' +/- of concrete over pipe	No Elevation Data	No Traffic	Floodwall opening was Perm. Closed and Pipe Installed	Y		1317	1324	0	0	0	0	0																												This pipe was added because of the permanent closing of the floodwall opening - see photos. Check in at Midwest Terminal to access land side of pipe.	



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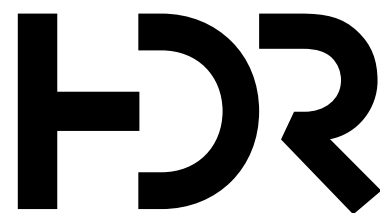
FLOOD PROTECTION
FLAP GATE REPLACEMENT
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REHABILITATION SUMMARY
SECTION B

FILENAME	03_REHAB SUM
SCALE	NTS

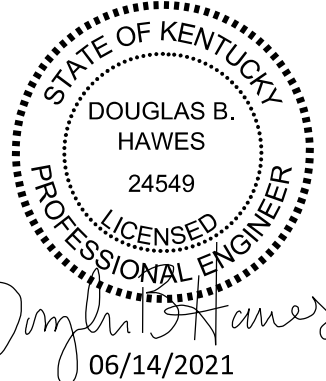
SHEET	01C-03b
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FIELD INSPECTION DATA SHEET																																																																																																																													
PADUCAH FLOODWALL PIPE REHABILITATION																																																																																																																													
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ITEM	STATION	DIAMETER (IN)	GATE TYPE REQUIRED	LENGTH (FT)	MATERIAL	UPSTREAM END TREATMENT	DOWNSTREAM END TREATMENT	BURY DEPTH FROM A.B. (FT)	SLOPE FROM A.B. (%)	ROADWAY	OTHER	OHE (V/N)	CRITICAL RIVER STAGE FOR ACTION BY CITY	FROM	TO	STR. QUICK RATING	O&M QUICK RATING	OVER. PIPE RATING	OVER. INDEX	OVER. QUICK RATING	COR.	CRACK	HOLE	INF.	JOINT	SAG	ALIGN.	DEFORM.	DEBRIS	DEPOSITS	MATERIAL CHANGE	TAP	OTHER	EROSION	CRACKED HOLES FROM PREVIOUS BOLTS	LEAKING	DETERIORATED LINER SEAL RING	OTHER	HDR Date Inspected	SEDIMENT	VEGETATION	PONDING	OTHER	NOTES																																																																																	
REHABILITATION LISTED BY CORPS																																																																																																																													
	32+12C-1	48	S55	185	CMP	Concrete Headwall	Concrete Headwall with Sluice Gates	26.5'	0.50%		Earth Levee	Y	32.5	1332	1341	NO INSPECTION DATA																																Pipes are in the same headwall land side and separate headwalls river side and with sluice gates																																																																													
	32+12C-2	48	S55	185	CMP	Concrete Headwall	Concrete Headwall with Sluice Gates	26.5'	0.50%		Earth Levee	Y	32.5	1332	1341	NO INSPECTION DATA																																			Pipes are in the same headwall land side and separate headwalls river side and with sluice gates																																																																										
	32+38C-1	60	S55	181	CMP	Concrete Headwall	Concrete Headwall with Sluice Gates	25.5'	0.5% +/-		Earth Levee	Y	32.5	1332	1341	NO INSPECTION DATA																																			Pipes added later not on floodwall plans																																																																										
	32+38C-2	60	S55	181	CMP	Concrete Headwall	Concrete Headwall with Sluice Gates	25.5'	0.5% +/-		Earth Levee	Y	32.5	1332	1341	NO INSPECTION DATA																																			Pipes added later not on floodwall plans																																																																										
	32+38C-3	60	S55	181	CMP	Concrete Headwall	Concrete Headwall with Sluice Gates	25.5'	0.5% +/-		Earth Levee	Y	32.5	1332	1341	NO INSPECTION DATA																																			Pipes added later not on floodwall plans																																																																										
	51+28C	30	F25	140	CMP	Concrete Headwall	Concrete Headwall with Flap Gates	21.2'	0.50%		Earth Levee	N	39.6	1342	1349	513C	2500	110	2.2	513C																													Gate Grout Deterioration/Separation, HOBAS Lined																																																																												
	92+70C-1	48	F25	101	CMP	Concrete Headwall	Concrete Headwall with Flap Gates	17.25'	0.50%		Earth Levee	N	42.0	1350	1357	3100	2100	5	2.5	3121																																																																																																									
	92+70C-2	48	F25	101	CMP	Concrete Headwall	Concrete Headwall with Flap Gates	17.25'	0.50%		Earth Levee	N	42.0	1350	1357	3B00	2900	66	2.6	3B29																																																																																																									
	150+05C	24	F25	60	CMP	Concrete Headwall	Concrete Headwall with Flap Gates	9.30'	1.00%		Earth Levee	Y	51.9	1365	1370	0	2100	2	2	2100																																																																																																									
	172+08C	24	F25	110	CMP	Concrete Headwall	Concrete Headwall with Flap Gates	17.5'	0.90%		Earth Levee	N	43.5	1376	1385	513B	2200	63	2.7	513B																														HW cracked at gate support arm mount. This Station No. 172+08C is shown on floodwall plan ahead of Station No. 176+47C																																																																											
	176+47C	24	F25	56	CMP	Concrete Headwall	Concrete Headwall with Flap Gates	8.75'	0.90%		Earth Levee	N	52.5	1371	1377	0	0	0	0	0																															HW cracked at gate support arm mount and FG flange. This Station No. 176+47 C is shown on the floodwall plans before Station No. 172+08C																																																																										
	176+90C	48	F25	107	CMP	Concrete Headwall	Concrete Headwall with Flap Gates	18.8'	1.25%		Earth Levee	N	40.0	1386	1393	3C00	0	60	3	3C00																														Erosion hole in concrete under gate																																																																											
	199+80C	24	F25	56	CMP	Concrete Headwall	Concrete Headwall with Flap Gates	8.65'	0.55%		Earth Levee	Y	52.7	1394	1399	0	2400	8	2	2400																																																																																																									
	200+55C	24	F25	48	CMP	Concrete Headwall	Concrete Headwall with Flap Gates	8'	0.60%		Earth Levee	Y	53.4	1400	1405	3900	0	27	3	3900																														Cracked Concrete left side of gate																																																																											
	217+35C-1	24	F25	68	CMP	Concrete Headwall	Concrete Headwall with Flap Gates	7'	0.85%		Earth Levee	N	52.1	1412	1418	3300	2B00	39	2.2	332B																														STA 217+55C just south of dbl. railroad track																																																																											
	217+35C-2	24	F25	68	CMP	Concrete Headwall	Concrete Headwall with Flap Gates	7'	0.85%		Earth Levee	N	52.1	1412	1418	0	2A00	24	2	2A00																															STA 217+55C just south of dbl. railroad track																																																																										
	224+17C	36	F25	51	CMP	Concrete Headwall	Concrete Headwall with Flap Gates	7'	0.90%		Earth Levee	Y	N/A	1424	1430	3A00	3100	33	3	3A00																																																																																																									
	244+65C	30	F25	141	CMP	Concrete Headwall	Concrete Headwall with Flap Gates	22'	0.90%		Earth Levee	N	38.5	1431	1439	3C11	2800	95	2.7	3C28																															Earth floodwall slope is very steep																																																																										
	254+06C	36	F55	172	CMP	Concrete Headwall	Concrete Headwall with Flap Gates	27'	0.80%		Earth Levee	N	32.7	1440	1447	3C00	2200	106	2.9	3C22																															Earth floodwall slope is very steep																																																																										
	291+75C	36	F55	176	CMP	Concrete Headwall	Concrete Headwall with Flap Gates	28.5'	1.60%		Earth Levee	Y	30.5	1448	1455	543C	0	107	3.2	543C																															Earth floodwall slope is very steep																																																																										
REHABILITATION RECOMMENDED																																																																																																																													
	128+80C	48	F25	134	CMP	Concrete Headwall	Concrete Headwall with Flap Gates				Earth Levee	N	N/A	1358	1364	513C	2100	88	3	513C																																Not on Floodwall Plans																																																																									
	206+90C	36	F25	120	CMP	Concrete Headwall	Concrete Headwall with Flap Gates				Earth Levee	Y	50.5	1406	1411	0	3121	5	2.5	3121																																Low over head wires at top of levee. Sta. no. not on flood wall plans pipe and head walls were added at a later date (Not on Floodwall Plans)																																																																									
OTHER																																																																																																																													
	220+00C	8	F25		VCP	SQ steel lid w/sluice gate	Round cast iron manhole lid			Medium Traffic		Y		1419	1423	INSPECTION TO BE PROVIDED BY JSA																																																																																																													



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PROJECT NUMBER	10278680



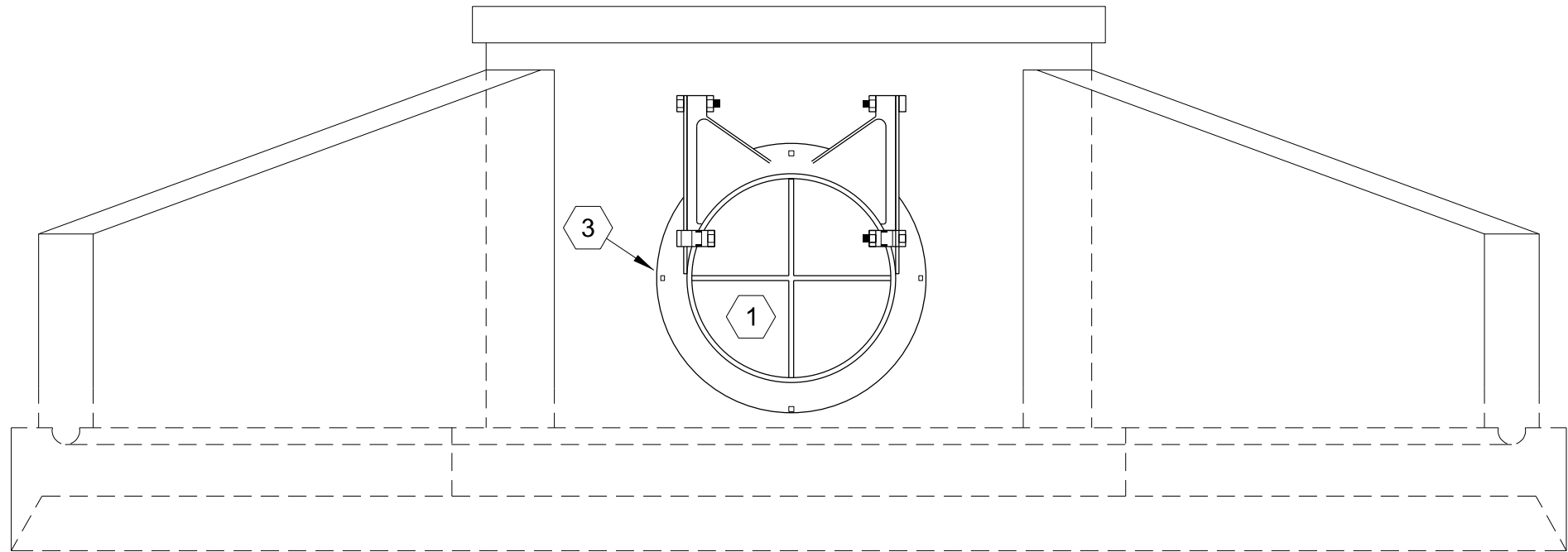
FLOOD PROTECTION
FLAP GATE REPLACEMENT
for the City of Paducah

REHABILITATION SUMMARY
SECTION C

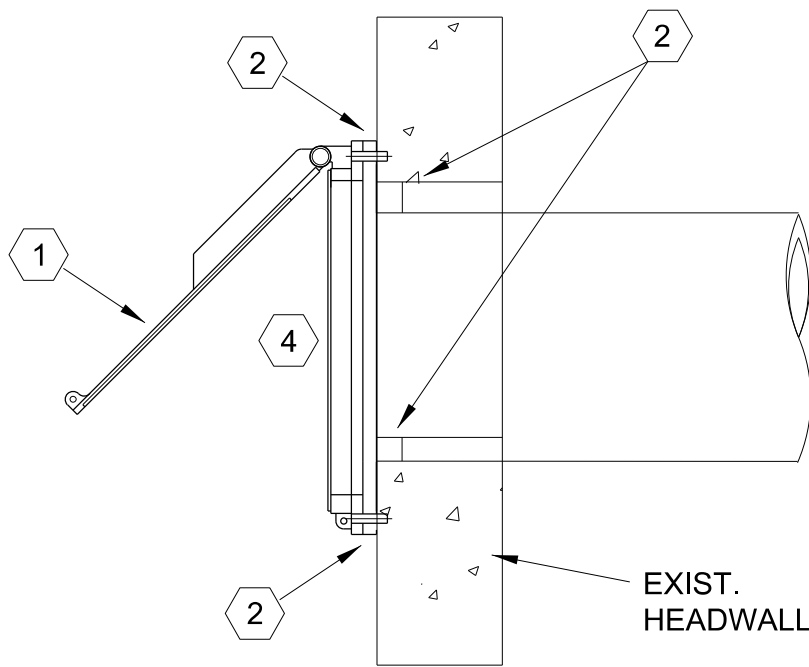
FILENAME	03_REHAB SUM
SCALE	NTS

SHEET	01C-03c
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FLAP GATE INSTALLATION BOLT SCHEDULE					
GATE TYPE	GATE DIAMETER	ANCHOR SIZE	EMBED DEPTH	PROJECTION INCLUDING GROUT	ANCHOR LENGTH
F25	8 "	0.5 "	4.5 "	2.5 "	7 "
	12 "	0.625 "	5.625 "	2.5 "	8.5 "
	15 "	0.625 "	5.625 "	2.5 "	8.5 "
	16 "	0.625 "	5.625 "	2.5 "	8.5 "
	18 "	0.625 "	5.625 "	2.5 "	8.5 "
	24 "	0.75 "	6.75 "	2.75 "	9.5 "
	30 "	0.75 "	6.75 "	3.25 "	10 "
	36 "	0.75 "	6.75 "	3.25 "	10 "
	48 "	0.875 "	7.875 "	3.875 "	12 "
F55	54 "	1 "	9 "	4.25 "	13.5 "
	60 "	1.125 "	11.25 "	4.5 "	16 "
	8 "	0.625 "	5.625 "	2.5 "	8.5 "
	12 "	0.75 "	6.75 "	2.5 "	9.5 "
	15 "	0.75 "	6.75 "	2.5 "	9.5 "
	16 "	0.75 "	6.75 "	2.5 "	9.5 "
	18 "	0.75 "	6.75 "	2.5 "	9.5 "
	24 "	0.75 "	6.75 "	2.75 "	9.5 "
	30 "	0.875 "	7.875 "	3.25 "	11.5 "
	36 "	0.875 "	7.875 "	3.25 "	11.5 "
	48 "	1 "	9 "	3.875 "	13 "
	54 "	1 "	9 "	4.25 "	13.5 "
	60 "	1.125 "	11.25 "	4.5 "	16 "
	66 "	1.125 "	11.25 "	4.5 "	16 "
	72 "	1.125 "	11.25 "	5 "	16.5 "
	108 "	1.25 "	11.25 "	6 "	17.5 "



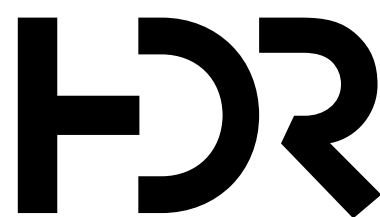
PIPE HEADWALL AND FLAP GATE



FLAP GATE & WALL PIPE SECTION

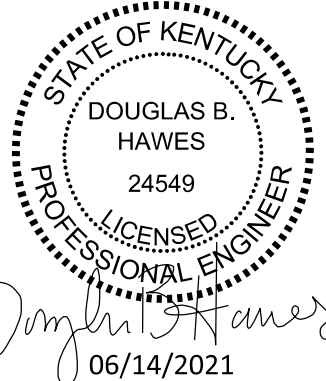
SHEET KEYNOTES

- THE FLAP GATES LOCATED ON THE EXISTING HEADWALL, SHALL BE REMOVED AND REPLACED WITH NEW FLAP GATES ATTACHED TO HEADWALL WITH NEW 316 STAINLESS STEEL EPOXY ANCHORS.
- REPLACE CONCRETE DAMAGED FROM EXISTING FLAP GATE REMOVAL WITH HIGH STRENGTH 5000 psi HYDRAULIC GROUT. AFTER INSTALLATION OF NEW FLAP GATE, FILL VOID SPACE WITH WATER TIGHT, NON SHRINK GROUT.
- EXISTING BOLTS ARE TO BE REMOVED AND FILLED WITH EPOXY OR CUT FLUSH WITH HEADWALL. USE ALTERNATE BOLT PATTERN WITH NEW FLAP GATES.
- FLAP GATES TO HAVE A BATTER ANGLE IN ACCORDANCE WITH CHAPTER 9, SECTION 9.4.1.4.3 OF EM 1110-2-2902; 2.5 DEGREES FOR GATE DIAMETERS LESS THAN 48" AND 5 DEGREES FOR GATE DIAMETERS 48" OR GREATER.



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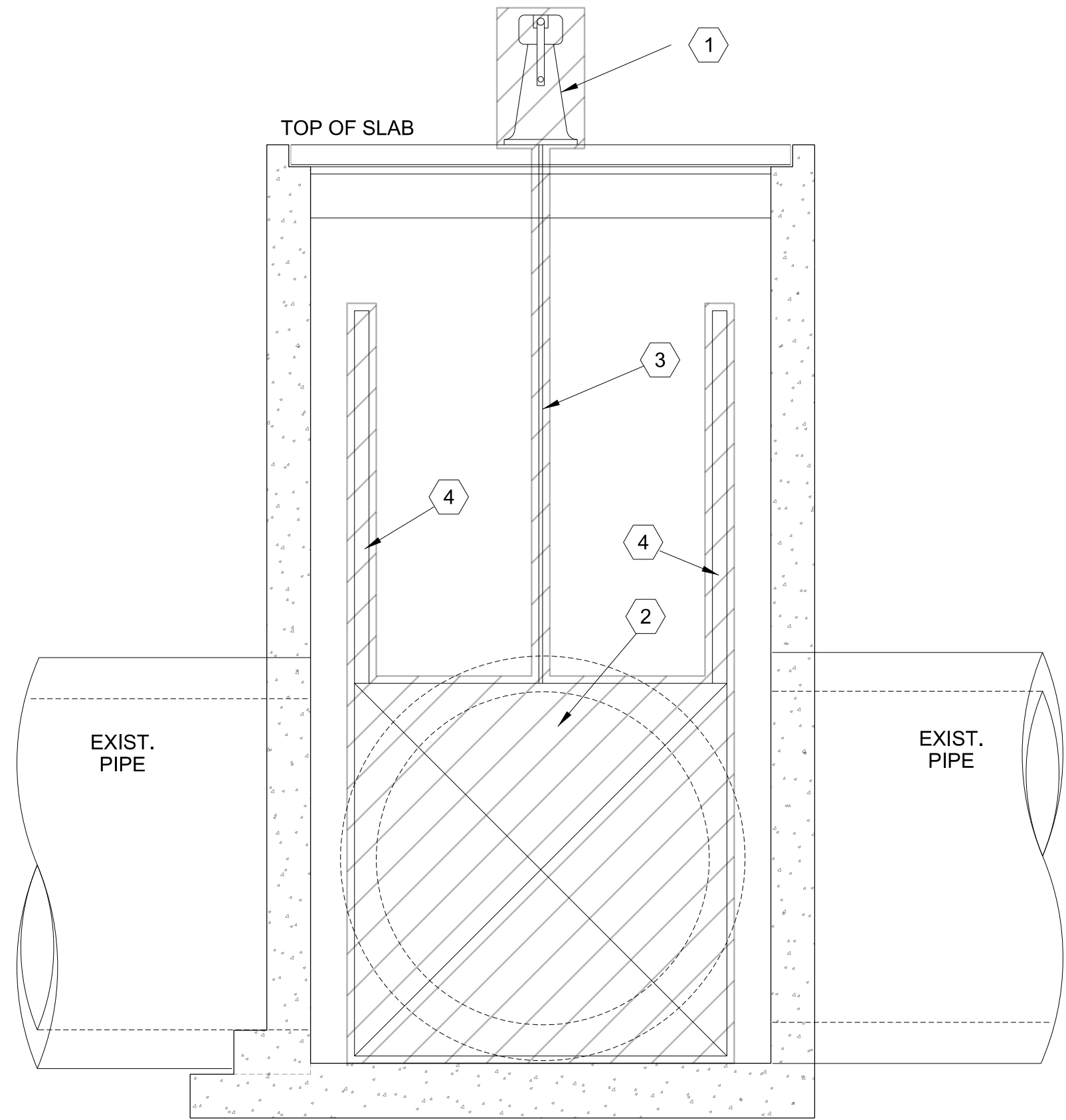


FLOOD PROTECTION
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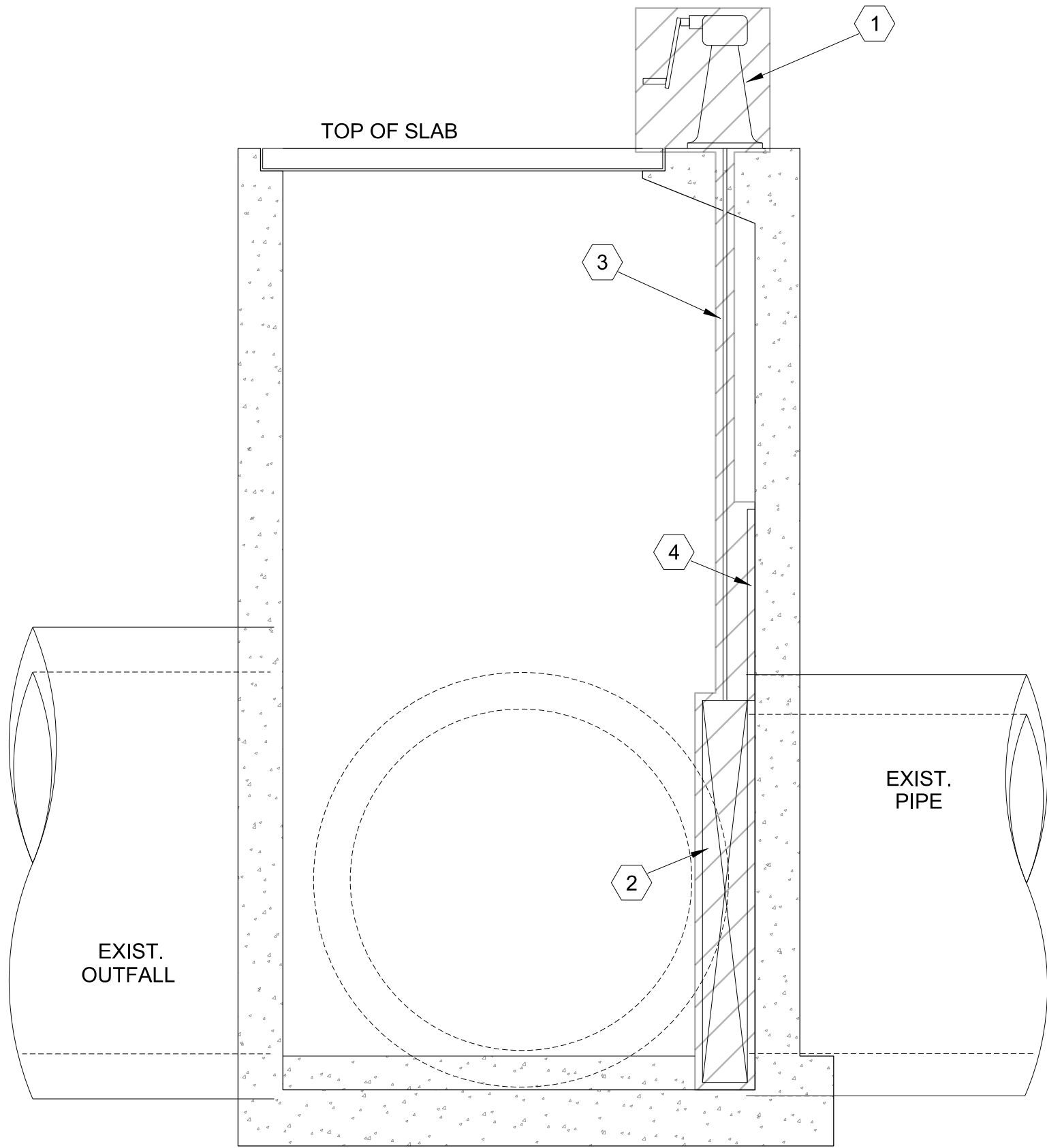
MISCELLANEOUS DETAILS
FLAP GATE SECTION & DETAIL

FILENAME	24 DETAILS
SCALE	NTS

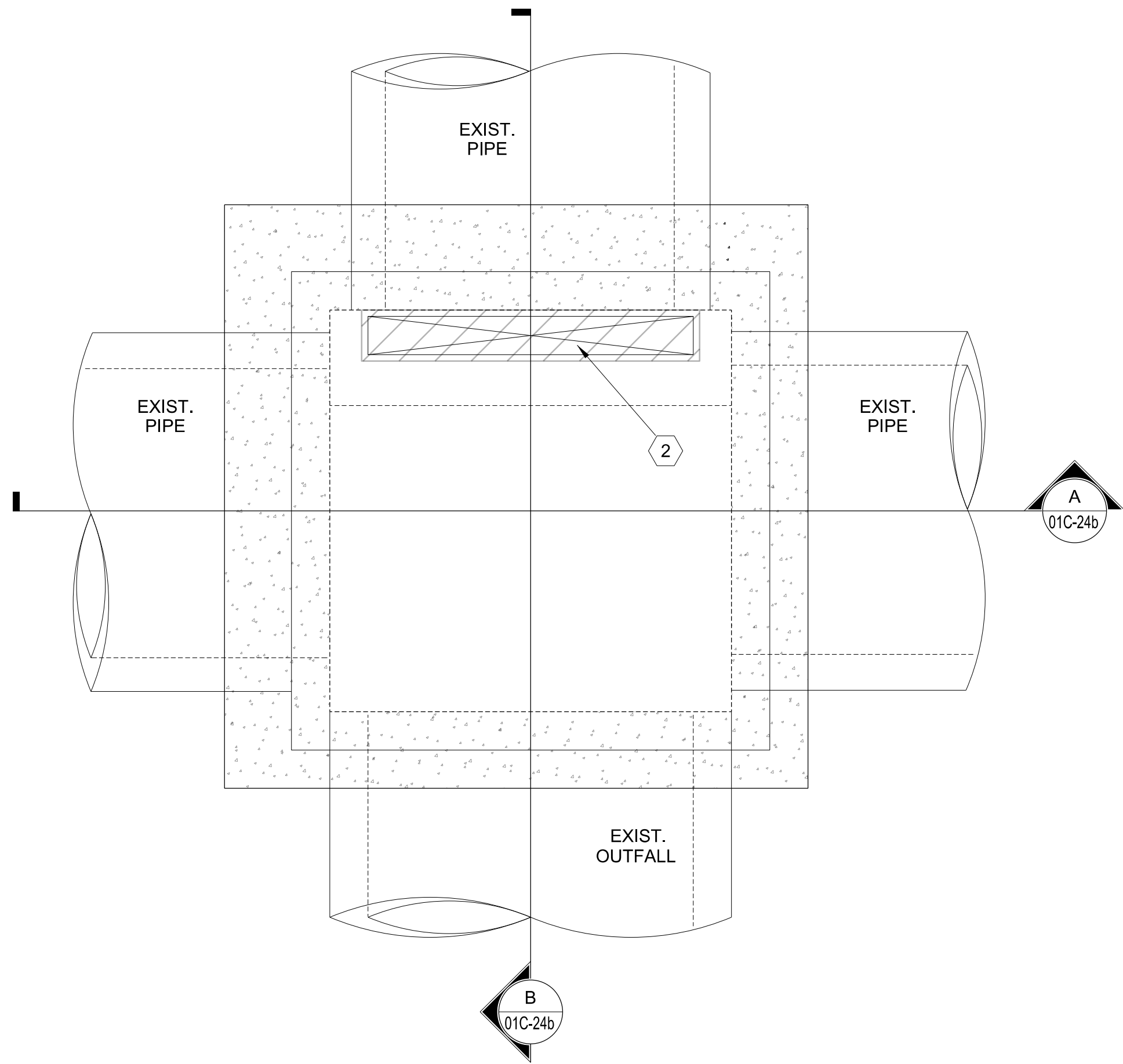
SHEET
01C-24a



A GATEWELL SECTION



B GATEWELL SECTION

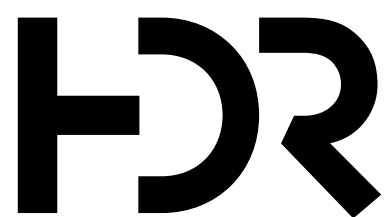


GATEWELL PLAN

SHEET KEYNOTES

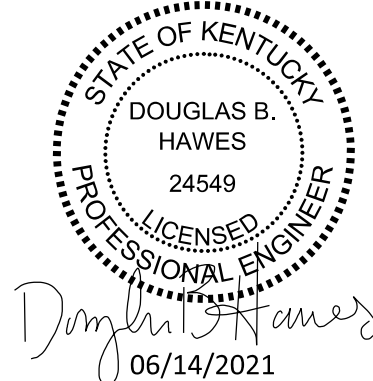
1. REMOVE HAND OPERATED GATE HOIST.
2. REMOVE GATE.
3. REMOVE STEM AND ASSOCIATED GUIDES, COUPLINGS.
4. REMOVE GATE FRAME AND ALL ASSOCIATED PARTS.

LEGEND



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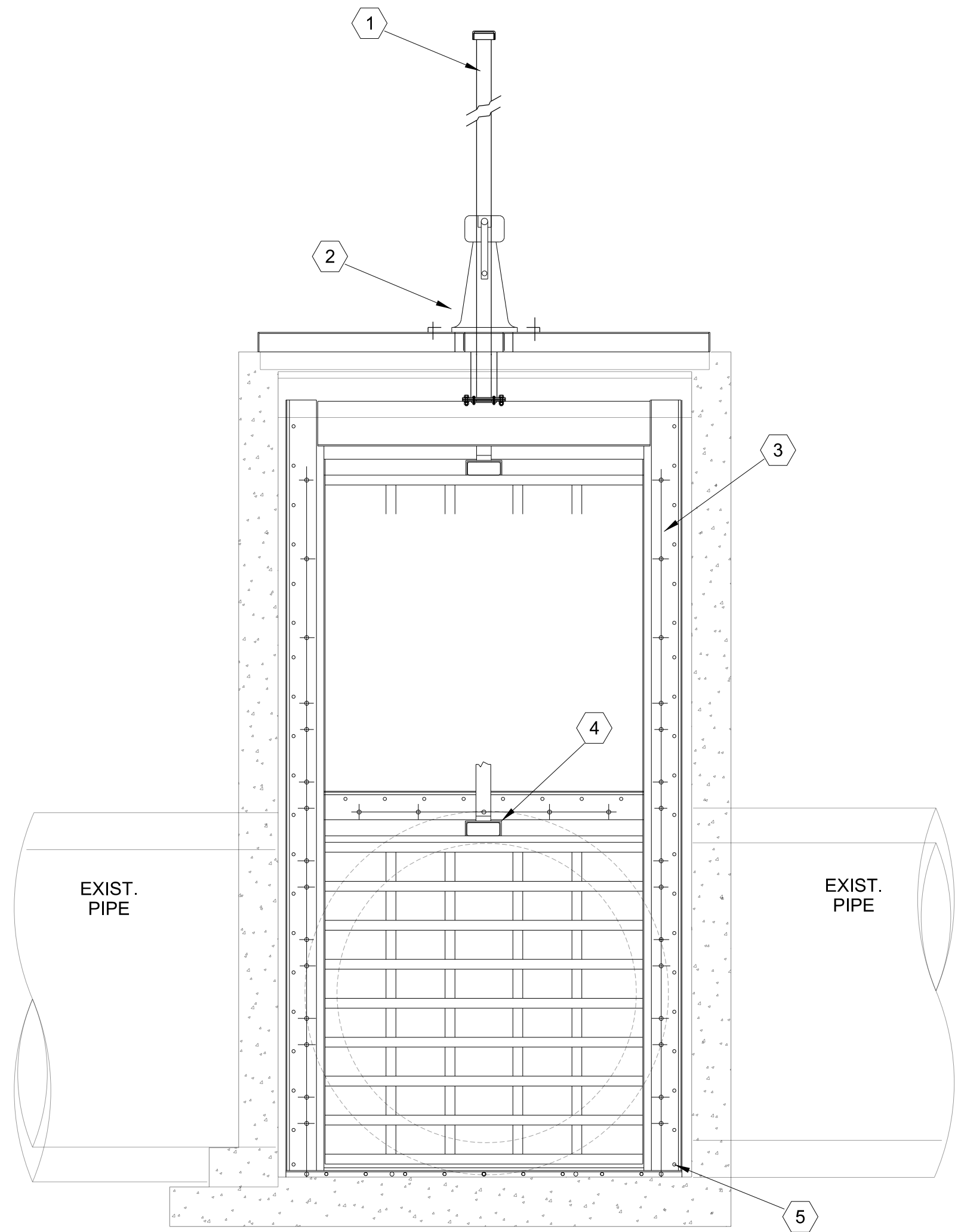
PROJECT MANAGER	Doug Hawes
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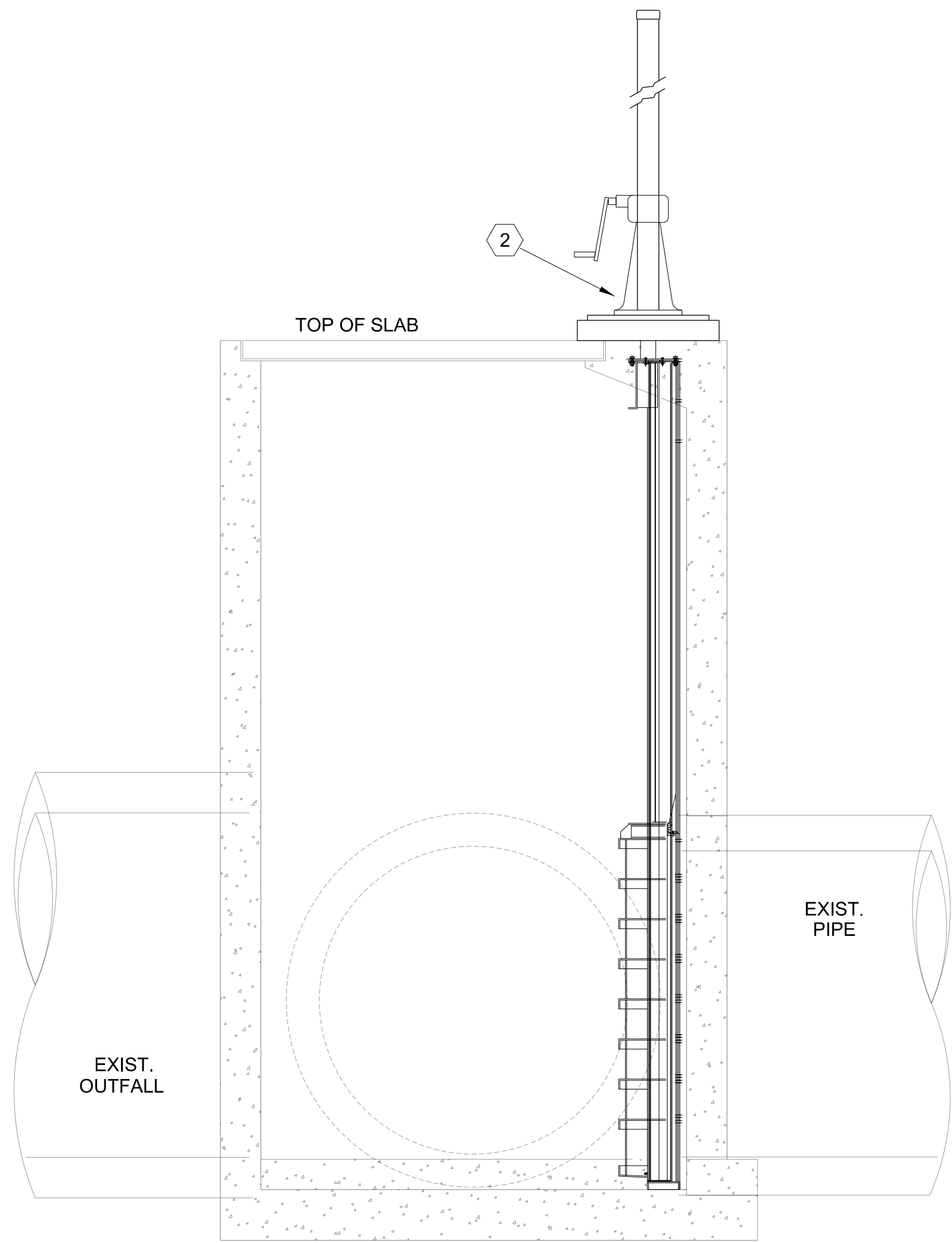
FLOOD PROTECTION
FLAP GATE REPLACEMENT
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MISCELLANEOUS DETAILS
GATEWELL SLUICE GATE DEMOLITION

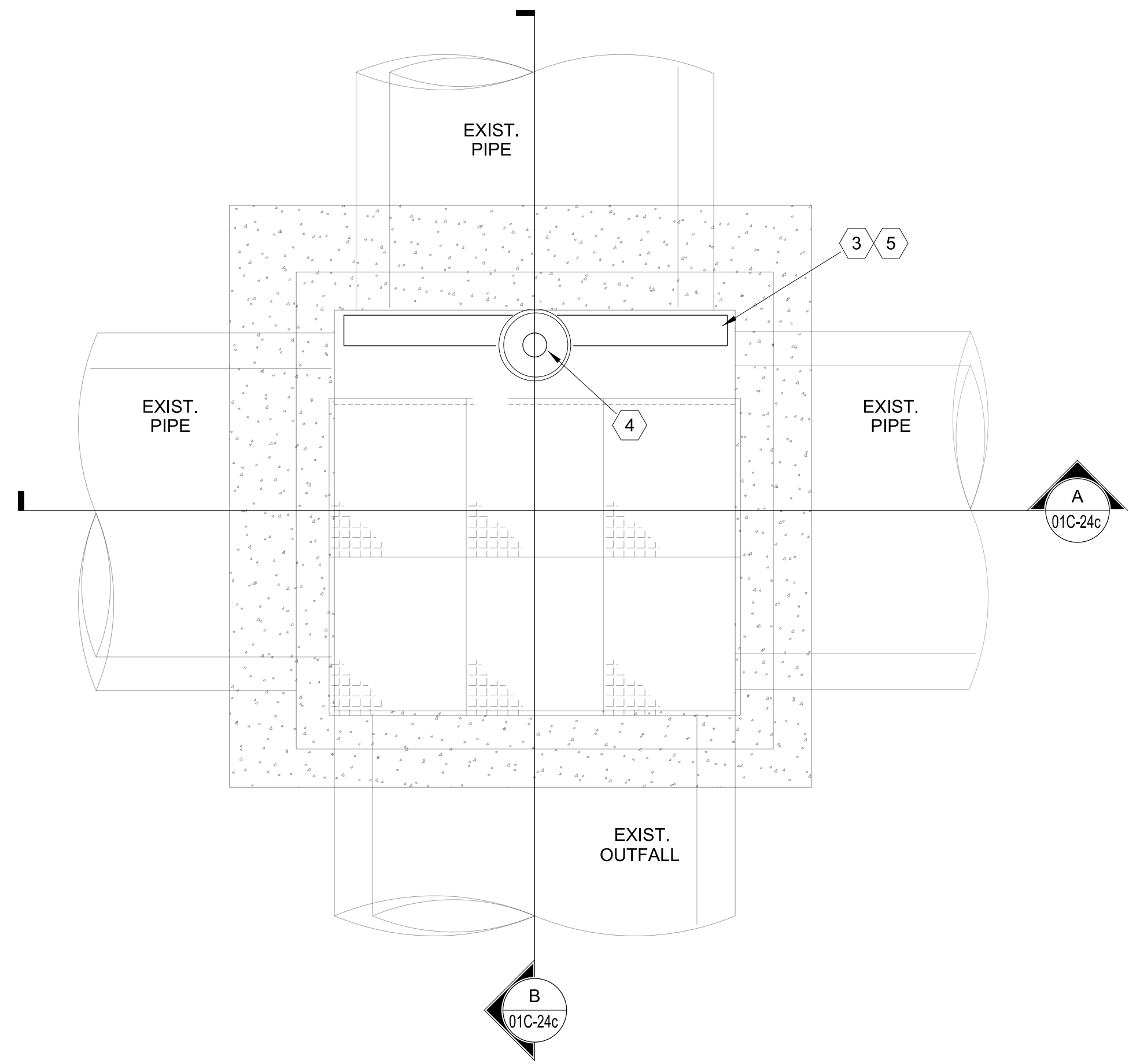
FILENAME	24 DETAILS
SCALE	NTS



A GATEWELL SECTION



B GATEWELL SECTION



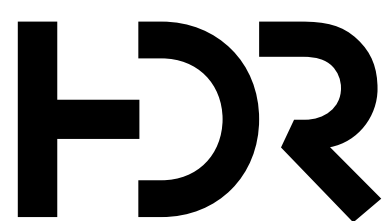
GATEWELL PLAN

NOTE:

DESIGN AND DETAILS FOR FLAP AND SLUICE GATES WERE DEVELOPED IN CONJUNCTION WITH WATERMAN. ALTERNATE MANUFACTURERS ARE ALLOWED IN ACCORDANCE WITH 40 05 58 SECTION 2.1.A. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THAT DIMENSIONS AND PERFORMANCE STANDARDS ARE MET IF ALTERNATE MANUFACTURER IS SUBMITTED.

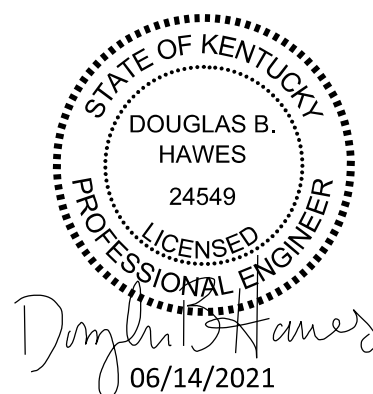
SHEET KEYNOTES

1. PROVIDE STEM COVER CLEAR BUTYRATE WITH OPEN, CLOSED, 1/4, 1/2, AND 3/4 DECAL.
2. FABRICATED ASTM A36 STEEL FLOORSTAND, PRIME AND FINISH C200A EPOXY.
3. FABRICATED SLUICE GATE WITH UHMW/NEOPRENE SEALS, SIDES & TOP, AND NEOPRENE FLUSH BOTTOM. C200A EPOXY COATING.
4. BRONZE THRUST NUT WITH 316L LOCKING BOLT.
5. DIA. ANCHORS AND MIN. EMBEDMENT PER MANUFACTURER REQUIREMENTS. USE NUTS FRONT AND BACK OF FRAME TO MOUNT AND ADJUST BEFORE GROUT AT MINIMUM.



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FLOOD PROTECTION
FLAP GATE REPLACEMENT
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MISCELLANEOUS DETAILS
GATEWELL SLUICE GATE REPLACEMENT

FILENAME	24 DETAILS
SCALE	NTS

SHEET
01C-24c