

## RESIDENT PROJECT AGREEMENT

**THIS IS AN AGREEMENT** made as of November 17, 2022 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and Prime AE Group, Inc. 651 Perimeter Park, Suite 300, Lexington, Kentucky 40517 (**CONSULTANT**). **OWNER** intends to proceed with the **Resident Project Representative (RPR)** services as described in the attached Exhibit A, "**RFP #47-2022 Resident Project Representative.**" **CONSULTANT** to provide RPR services for the oversight of sanitary sewer RMP improvement projects as outlined in Exhibit A, detailing the responsibilities, including of all field inspections, inventory, and required reports completed by the **CONSULTANT**. These services are hereinafter referred to as the **PROJECT**.

**OWNER** and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of services-resident inspection by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

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

### SECTION 1 - BASIC SERVICES OF CONSULTANT

#### 1.1. General

**CONSULTANT** shall perform professional RPR services as hereinafter stated that include attending monthly meetings, be onsite as directed, monitor performance and condition of erosion and sediment controls, written daily reports, review and verify quantities as requested for payment by the contractor, monitor multiple projects and other duties directed by the Project Manager (**OWNER**)

#### 1.2. Project Phase

After written authorization to proceed, **CONSULTANT** shall:

- 1.2.1. Notify the **OWNER** in writing of its authorized representative who shall act as RPR and liaison representative between the **CONSULTANT** and the **OWNER**.
- 1.2.2. The **CONSULTANT** must perform all duties necessary to fully complete the deliverables described in attached Exhibit A "Resident Project Representative (RPR); RFP #47-2022" and attached Exhibit C the "Resident Project Representative (RPR) Services and Related Matters" (the **CONSULTANT'S** response to RFP #47-2022), and amendments to the **CONSULTANT'S** proposal included in attached Exhibit D "Further Description of Basic Services and Related Matters."

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

- 1.2.3 The **CONSULTANT** shall immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within two (2) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

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

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

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

### **OWNER shall:**

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

- 3.6. Furnish or direct **CONSULTANT** to provide, necessary Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

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

- 4.1. Time is of the essence in the performance of this Agreement. See attached Exhibit D “Further Description of Basic Services and Related Matters” for the project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
- 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.
- 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.
- 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.
- 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under “DISPUTES” of this Agreement shall apply.
- 4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under “DISPUTES” of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

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

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

- 5.1.1. **For Basic Services**

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

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

## **5.2. Times of Payment**

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

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

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

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

## **SECTION 6 - GENERAL CONSIDERATIONS**

### **6.1. Termination**

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

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

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

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

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

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

## **6.4. Successors and Assigns**

- 6.4.1.** **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.
- 6.4.2.** The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value of the work. The **CONSULTANT** shall obtain written

approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

**6.4.3.** Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

## **6.5. Disputes**

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

## **6.6. Accuracy of CONSULTANT'S Work**

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data and reports have been accepted by the **OWNER**, and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no additional compensation. By submission of reports, quantities, estimates, and calculations to the **OWNER**, the **CONSULTANT** has made an incontrovertible representation that the information is accurate within the appropriate standard of skill and care. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

## **6.7. Security Clause**

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

## **6.8. Access to Records**

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

to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future consultant Agreements.

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

### **6.9.1. DEFINITIONS**

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

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

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

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

- a. It is understood and agreed by the parties that **CONSULTANT** hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of **CONSULTANT** or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter “**CONSULTANT**”) under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- b. **CONSULTANT** shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter “**OWNER**”) from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney’s fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by **CONSULTANT**’s performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the

**CONSULTANT**; and (b) not caused solely by the active negligence or willful misconduct of **OWNER**.

- c. Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement.
- d. In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld.
- e. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- f. **OWNER** is a political subdivision of the Commonwealth of Kentucky. **CONSULTANT** acknowledges and agrees that **OWNER** is unable to provide indemnity or otherwise save, hold harmless, or defend the **CONSULTANT** in any manner.

### **6.9.3. FINANCIAL RESPONSIBILITY**

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

### **6.9.4. INSURANCE REQUIREMENTS**

#### **6.9.4.1. Required Insurance Coverage**

**CONSULTANT** shall procure and maintain for the duration of this Agreement the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to **OWNER** in order to protect **OWNER** against claims for injuries to persons or



damages to property which may arise from or in connection with the performance of the work hereunder by **CONSULTANT**. The cost of such insurance shall be included in any proposal:

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

The policies above shall contain the following conditions:

- a. **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER**.
- c. The General Liability Policy shall include Business Interruption coverage.
- d. **OWNER** shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to **OWNER**.
- f. Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically

acceptable.

#### **6.9.4.2. Renewals**

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

#### **6.9.4.3. Right to Review, Audit and Inspect**

**CONSULTANT** understands and agrees that **OWNER** may review, audit and inspect any and all of **CONSULTANT'S** records and operations to insure compliance with these Insurance Requirements.

#### **6.9.5. SAFETY AND LOSS CONTROL**

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

#### **6.9.6. DEFINITION OF DEFAULT**

**CONSULTANT** understands and agrees that the failure to comply with any of these provisions shall constitute default under this Agreement. **CONSULTANT** also agrees that **OWNER** may elect as its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging **CONSULTANT** for any such insurance premiums purchased, or suspending or terminating this Agreement.

#### **SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, the **CONSULTANT** agrees as follows:

**7.1.** The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places,

available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

- 7.2.1. The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

## **SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES**

- 8.1. This Agreement is subject to the following provisions.

8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Robert L. Peterson, P.E., Remedial Measure Project Manager of the Division of Water Quality (the "**OWNER'S Agent**"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S Agent** or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S Agent** or his designee. The **CONSULTANT** shall look only to the **OWNER'S Agent** or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

- 8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 8.3. **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.
- 8.4. **UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.
- 8.5. **NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY: Linda Gorton  
LINDA GORTON, MAYOR

CONSULTANT:

Prime AE Group, Inc.

BY: Mark A. Buchenic  
Mark Buchenic, Vice President  
Midwest Water / Wastewater

ATTEST:

*Deputy* Markemie Stock  
URBAN COUNTY COUNCIL CLERK  
COMMONWEALTH OF KENTUCKY )  
)  
COUNTY OF FAYETTE )

The foregoing Agreement was subscribed, sworn to and acknowledged before me by  
Mark Buchenic, as the duly authorized representative for and on behalf  
of Prime AE Group Inc on this the 8 day of November, 2022.

My commission expires: 6-14-24

Karen Whyte  
NOTARY PUBLIC



Karen Whyte  
Resident Summit County  
Notary Public, State of Ohio  
My Commission Expires:  
June 14, 2024

**EXHIBIT A**

**REQUEST FOR PROPOSALS/**

**RESIDENT PROJECT REPRESENTATIVE (RPR)**

**RFP#47-2022**



# Lexington-Fayette Urban County Government

## Request for Proposals

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #47-2022 Resident Project Representative (RPR) Services-Resident Inspection** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **August 26, 2022**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

***Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.***

## **Laws and Regulations**

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

## **Equal Employment Opportunity**

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

## **Kentucky Equal Employment Opportunity Act**

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is



representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

### **LFUCG Non-Appropriation Clause**

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

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

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

### **Contention Process**

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

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

## AMERICAN RESCUE PLAN ACT

### CERTIFICATION OF COMPLIANCE FOR AMERICAN RESCUE PLAN ACT EXPENDITURES

The Lexington-Fayette Urban County Government (“LFUCG”) may classify the subject matter of this bid as an expenditure under the American Rescue Plan Act of 2021. Expenditures under the American Rescue Plan Act of 2021 require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

**The bidder agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG classifies the subject matter of this bid as an expenditure under the American Rescue Plan Act. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:**

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. Either party may terminate this Agreement for good cause shown with forty-five (45) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 45 days, then the Agreement shall terminate on the forty-fifth day.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an

investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*
- (2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*
- (3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be*

*withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*

*(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

*5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.*

*6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

*7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.*

*8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.*

*9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

*10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.*

*11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.*

*12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.*

*13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.*

*14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”*

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
  - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Signature

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Date

**SELECTION CRITERIA:**

- A. Hourly Rate; 20 pts
- B. Specialized experience and technical competence of the person or firm. 25 pts
- C. Capacity of the person or firm organization to perform the work. 15 pts
- D. Character, integrity, reputation, judgment, experience and efficiency of the person or firm; 20 pts
- E. Past record and performance on contracts or services with the Urban County Government or other governmental agencies and private industry with respect to such factors as quality of work and ability to report in a timely manner; 10 pts
- F. Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm; 10 pts

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be submitted via IonWave at: <https://lexingtonky.ionwave.net>

## Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor  
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

**AFFIDAVIT**

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

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

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

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

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

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

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

**Continued on next page**



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

Further, Affiant sayeth naught.

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was subscribed, sworn to and acknowledged before me

by \_\_\_\_\_ on this the \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

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

### The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

\*\*\*\*\*

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

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

Bidders

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

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

\_\_\_\_\_  
*Name of Business*

\_\_\_\_\_

**WORKFORCE ANALYSIS FORM**

Name of Organization: PRIME AE Group, Inc.

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

Prepared by: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

*(Name and Title)*

*Revised 2015-Dec-15*

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

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

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor, Room 338  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)

Firm Submitting Proposal: PRIME AE Group, Inc.

Complete Address: 651 Perimeter Drive; Suite 300 Lexington, KY 40517  
Street City Zip

Contact Name: Eddie Mesta Title: Director - Business Development

Telephone Number: 859-977-9640 Fax Number: \_\_\_\_\_

Email address: ehmesta2@gmail.com

**Lexington-Fayette Urban County Government**  
**MWDBE PARTICIPATION GOALS**

**A. GENERAL**

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

**B. PROCEDURES**

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
  - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

**C. DEFINITIONS**

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

#### D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled “MWDBE Participation Form”. The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

#### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
  - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
  - b. Included documentation of advertising in the above publications with the bidders good faith efforts package



- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

**Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.**



## MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)  
859-258-3323

**OUR MISSION:** The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

***Certified Disadvantaged Business Enterprise (DBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as defined by 49 CFR subpart 26.

***Certified Minority Business Enterprise (MBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

***Certified Women Business Enterprise (WBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

***Certified Veteran-Owned Small Business (VOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

***Certified Service Disabled Veteran Owned Small Business (SDVOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Sherita Miller	<a href="mailto:smiller@lexingtonky.gov">smiller@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:ttyra@commercelexington.com">ttyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Susan Marston	<a href="mailto:smarston@tsmsdc.com">smarston@tsmsdc.com</a>	502-365-9762
<b>Small Business Development Council</b>	Shawn Rogers UK SBDC	<a href="mailto:shawn.rogers@uky.edu">shawn.rogers@uky.edu</a>	859-257-7666
<b>Community Ventures Corporation</b>	Phyllis Alcorn	<a href="mailto:palcorn@cvky.org">palcorn@cvky.org</a>	859-231-0054
<b>KY Transportation Cabinet (KYTC)</b>	Melvin Byne	<a href="mailto:Melvin.bynes2@ky.gov">Melvin.bynes2@ky.gov</a>	502-564-3601
<b>KYTC Pre-Qualification</b>	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-782-4815
<b>Ohio River Valley Women’s Business Council (WBENC)</b>	Sheila Mixon	<a href="mailto:smixon@orvwbc.org">smixon@orvwbc.org</a>	513-487-6537
<b>Kentucky MWBE Certification Program</b>	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
<b>National Women Business Owner’s Council (NWBOC)</b>	Janet Harris-Lange	<a href="mailto:janet@nwbo.org">janet@nwbo.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto:lavozdeky@yahoo.com">lavozdeky@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:production@keynewsjournal.com">production@keynewsjournal.com</a>	859-685-8488



**LFUCG MWDBE PARTICIPATION FORM**

**Bid/RFP/Quote Reference #** 47-2022

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

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

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

PRIME AE Group, Inc.

\_\_\_\_\_ **Company**

\_\_\_\_\_ **Company Representative**

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

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



**LFUCG MWDBE SUBSTITUTION FORM**  
**Bid/RFP/Quote Reference # 47-2022**

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

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.  N/A	N/A	N/A	N/A	N/A	N/A
2.					
3.					
4.					

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

PRIME AE Group, Inc.

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

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

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



**MWDBE QUOTE SUMMARY FORM**  
 Bid/RFP/Quote Reference # 47-2022

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

<b>Company Name</b>	<b>Contact Person</b>
<b>Address/Phone/Email</b>	<b>Bid Package / Bid Date</b>

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
N/A								

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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

PRIME AE Group, Inc.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company

Company Representative

Date

Title



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

**Bid/RFP/Quote #** 47-2022

**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

<b>Project Name/ Contract #</b>	<b>Work Period/ From:</b> _____ <b>To:</b> _____
<b>Company Name:</b>	<b>Address:</b>
<b>Federal Tax ID:</b>	<b>Contact Person:</b>

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
N/A							

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

**PRIME AE Group, Inc.**

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

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

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



**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

**Bid/RFP/Quote # 47-2022**

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

N/A Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

N/A Included documentation of advertising in the above publications with the bidders good faith efforts package

X Attended LFUCG Central Purchasing Economic Inclusion Outreach event

N/A Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

N/A Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

N/A Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

N/A Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

N/A Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

N/A Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

N/A Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

N/A Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

N/A Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

N/A Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

N/A Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

N/A Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

N/A Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

N/A Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE **and Veteran participation.**

**NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.**

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

PRIME AE Group, Inc.  
\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

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

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

## GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.  
  
The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.
2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
  - (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according

- to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

#### B. At Will Termination

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

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

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

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

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Signature

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Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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

**FINANCIAL RESPONSIBILITY**

Consultant understands and agrees that it shall demonstrate the ability to assure compliance with these risk management provisions prior to final acceptance of its proposal and the commencement of any work or services.

## **INSURANCE REQUIREMENTS**

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

### **Required Insurance Coverage**

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

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
General Liability aggregate (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Professional Liability aggregate	\$1 million per occurrence, \$3 million
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Products and Completed Operations coverage and Premises and Operations Liability coverage unless they are deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate



Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.

- d. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, Consultant shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.
- e. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- f. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### Renewals

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

#### Deductibles and Self-Insured Programs

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

#### Verification of Coverage

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

#### Right to Review, Audit and Inspect

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

#### **DEFAULT**

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

**Request For Proposal**  
**Resident Project Representative Services**

**Introduction**

The Division of Water Quality (DWQ) is requesting price proposals for the provision of Resident Project Representative (RPR) Services (Resident Inspection) for work associated with implementation of the Remedial Measures Plan (RMP).

MBE/WBE/DBE goals will apply. The Task Order will be an Indefinite Services Delivery (ISD) Task Order with assignment of project(s) at the sole discretion of DWQ through the Remedial Measures Program Manager.

The RPR services will be for gravity sewer line or force main sewer line work only. Task Orders may be executed with one or more firms at the sole discretion of DWQ.

The RPR will report to the project specific DWQ Project Manager (PM).

**Qualifications of the Resident Project Representative**

The RPR shall:

- Be knowledgeable in the construction of gravity and force main sanitary sewers and related civil construction activities including but not limited to site restoration, pavement restoration, rock excavation, sidewalk construction, curb and gutter construction, clearing and grubbing, and roadway bores.
- Be able to read and interpret Construction Contract Documents.
- Possess both written and oral communication skills.
- Be able to document construction activity and maintain project records and files.
- Possess a knowledge of grades as it relates to sewer line construction and the ability to calculate such.
- Be able to calculate quantities specifically related to excavation quantities, backfill quantities, concrete quantities, asphalt quantities.
- Be knowledgeable of materials relating to sewer line construction and related civil construction.
- Understand and be able to witness the proper performance and documentation of required tests relating to sewer line construction and civil construction, e.g., air test for sanitary sewers, vacuum test for manholes, slump test for concrete, etc.
- Completion of Erosion and Sediment Control training as provided by DWQ through its Consultant.
- Possess a High School Diploma or GED.
- Possess a valid Kentucky Driver's License.

## **Role of the Resident Project Representative**

The RPR shall:

- The RPR shall report to the PM.
- Be on-site as directed to observe quality assurance monitoring, sampling, and testing of the improvements to be constructed.
- Be on-site as directed to verify the type and quality of materials delivered for use.
- Be on-site as directed to verify quantities per the Contract Documents and Bid Schedule.
- Be on-site as directed to interpret the Contract Documents should that interpretation be required.
- Review and verify the quantities as requested for payment by the Contractor.
- Review and advise the PM on the need for Change Requests.
- Monitor the maintenance and performance of erosion and sediment controls and advise the Contractor and PM should deficiencies be noted.
- Monitor the performance and condition of erosion and sediment controls immediately after rain events and advise the Contractor and PM should deficiencies be noted.
- Coordinate and communicate with the PM as required.
- Prepare and maintain a daily report of activity that shall include but not be limited to quantities installed, materials received, weather conditions, manpower and equipment used, documentation of unusual or unsafe conditions encountered and resolution, if any, of those conditions.
- Maintain a digital photographic record and transmit that record to the PM on a monthly basis.
- Maintain a record of issues related to private property damages, disturbances or related issues.
- Other duties as directed by the PM.

The RPR may be required to monitor concurrent, multiple projects as directed by DWQ.

## **Authority of the Resident Project Representative**

The RPR shall have the authority to:

- Reject defective materials or workmanship that does not meet the requirements of the Contract Documents.
- Communicate with the Contractor when unusual or unsafe conditions are observed or encountered.

The RPR should regularly communicate with the PM on all related project issues or matters. The RPR has an obligation but is not contractually required to notify the Contractor of conditions that pose a threat or create an immediate danger to the life

or health of the Contractor's employees or the general public including representatives of DWQ.

The RPR shall not have the authority to:

- Revoke, alter, or relax the requirements of the Contract Documents.
- Issue a Stop Work Order.
- Approve Change Requests.
- Direct the work of the Contractor.
- Advise or issue directives on any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically specified in the Contract.
- Direct the safety program of the Contractor.

### **Request For Proposal**

Proposers are advised that:

- The solicitation and award of the contract(s) will be based solely upon the sum of the fees for a 40-hour work week and the travel (mileage) subsistence fee for a 40-hour work week. The 40-hour work week may be based upon five eight-hour days, four 10-hour days, or other combination of 40 hours.
- The solicitation is for the period through June 30, 2023 and may be renewed, at the sole discretion of DWQ, on an annual basis for the period through June 30, 2030. A firm(s) awarded this contract may request an adjustment to the hourly rate on an annual basis after the initial contract period (June 30, 2023) according to the Consumer Price Index (CPI) with renewal of the award. Termination of work regardless of date will not occur during a construction project unless for cause.
- If selected, there is no guarantee as to the amount of work to be authorized. DWQ may or may not enter into multiple contracts in response to this solicitation.
- If multiple contracts are awarded, work will be distributed on a rotational basis at the sole discretion of DWQ.
- The submitted hourly rate shall include all wages and benefits
- The submitted hourly rate shall include the firm's overhead and profit. Overhead shall include as a minimum insurance coverage for vehicle, worker's compensation, and professional liability related to RPR. The named insured shall be the Engineering Company with which DWQ has the ISD Contract.
- Any per diem for all travel (mileage), subsistence (meals, lodging, or other expense) shall be incidental to the hourly rate.
- The RPR will be expected to provide his/her own supplies, computer, smart phone or other means to send and receive messages and emails, camera, vehicle, or office needs necessary to fulfill the requirements of this Task Order.
- The RPR shall work from his/her vehicle and /or the local office of the Engineer.

- A construction trailer for use by the RPR will not be provided
- DWQ reserves the right to interview and approve or reject all RPRs
- Award of this contract is for Remedial Measures Projects only.
- DWQ reserves the right to reject all proposals in the interest of DWQ.

**Proposal Format:**

- Cover Letter (2 page max.)
- Qualifications (3 page max.) summarizing general qualifications of the Engineering Company and specific qualifications of the proposed staff
- Resumes (2 page max. per staff)
- Hourly Rates, Standard and overtime
- Completed Hourly Proposal for RPR

**Proposal for RPR Remedial Measures Program**

<b>Year One</b>	<b>Rate</b>	<b>Hours</b>	<b>Days</b>	<b>Total</b>
Hourly Rate	_____	40		_____
Overtime Hourly Rate	_____			

**EXHIBIT B**

**CERTIFICATE OF INSURANCE**

**EXHIBIT C**

**PROPOSAL OF RESIDENT PROJECT REPRESENTATIVE (RPR)**



# Request for Proposal

## LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

RFP #47-2022  
RESIDENT PROJECT REPRESENTATIVE (RPR)  
SERVICES-RESIDENT INSPECTION



**AUGUST 26, 2022**







**Lexington Office**  
651 Perimeter Park, Suite 300 | Lexington, KY 40517  
Ph | 859.368.0145

August 26, 2022

Todd Slatin – Purchasing Director  
Lexington-Fayette Urban County Government  
Room 338, Government Center  
200 East Main Street  
Lexington, KY 40507

**SUBJECT: RFP #47-2022**  
**Resident Project Representative (RPR) Services-Resident Inspection**

Dear Mr. Slatin,

PRIME AE Group, Inc. (PRIME AE) is pleased to submit our Statement of Qualifications and Price Proposal to Lexington-Fayette Urban County Government (LFUCG) to provide Resident Project Representative (RPR) Services (Resident Inspection) for work associated with implementation of the Remedial Measures Plan (RMP). For nearly a decade the staff of PRIME AE has had the privilege of serving LFUCG's Division of Water Quality (DWQ) as one of their RPR inspection consultants on a variety of Remedial Measures Plan (RMP) projects across Lexington including:

- + Bob-O-Link Trunk Sanitary Sewer Improvements
- + West Hickman Main Trunk A Sanitary Sewer Improvements
- + West Hickman Wet Weather Storage
- + UK Trunk A Sanitary Sewer Improvements
- + Shandon Park, Winburn, Thoroughbred Acres Sanitary Sewer Improvements
- + Cane Run Trunk Wastewater System Improvements
- + Midland Avenue Trunk Sanitary Sewer Improvements
- + Wolf Run Trunk B & C Sanitary Sewer Improvements
- + Lansdowne South Trunk Sewer Improvements
- + Cane Run Trunk / Lexmark Trunk A & B Sanitary Sewer Improvements
- + Southeastern Trunk Sanitary Sewer Improvements

PRIME AE is very appreciative of the confidence the Division of Water Quality has had in selecting us as one of their original RPR consultants allowing us to provide our construction inspection services on multiple RMP projects over the last 9+ years. We pledge in continuing to proactively work with DWQ in the challenges and opportunities that lie ahead as we strive to exceed your expectations in providing excellent construction inspection services within the constraints of the timeline and budget.

We thank you for the opportunity to provide our Statement of Qualifications and Price Proposal to you. We are confident that our experience, as well as our working relationships with the Division of Water Quality, will continue to be a valuable resource to LFUCG. If you have any questions, please do not hesitate to give me a call.

Sincerely,

Edward H. Mesta II, PE  
Senior Project Manager / Director of Business Development



CONNECTING. CREATING. CONSERVING. COMMUNITY.  
[www.primeeng.com](http://www.primeeng.com)



**RESIDENT PROJECT REPRESENTATIVE EXPERIENCE WITH LFUCG DWQ**

For nearly a decade the the staff of PRIME AE has provided Lexington-Fayette Urban County Government (LFUCG) Resident Project Representative (RPR) services for multiple Remedial Measures Projects (RPR). No matter the circumstance our staff has been a reliable resource for LFUCG DWQ on a daily basis throughout construction. PRIME AE RPR staff initiated the utilization of the Construction Superintendent iPad Application that provides a concise / paperless means of daily construction reporting for LFUCG DWQ, its Contractors, and Consultants. From the experience gained on these projects we have unparalleled knowledge of DWQ's RPR methodologies and expectations. With this experience we have also solidified strong working relationships with DWQ staff that will be beneficial in providing future RPR services for LFUCG.

- 2013** ● **2013: BOB-O-LINK TRUNK SEWER REPLACEMENT**  
**Key Staff:** Eddie Mesta **Responsibilities:** Prime Design Consultant and RPR Manager
- 2015** ● **2015: WEST HICKMAN MAIN TRUNK A**  
**Key Staff:** Eddie Mesta **Responsibilities:** RPR Manager
- 2016** ● **2016: WEST HICKMAN WWS AND WWTP IMPROVEMENTS**  
**Key Staff:** Eddie Mesta **Responsibilities:** RPR Manager
- **2016: UK TRUNK A SANITARY SEWER IMPROVEMENTS**  
**Key Staff:** Eddie Mesta and Tom Figeley **Responsibilities:** RPR and RPR Manager
- 2017** ● **2017: SHANDON PARK, WINBURN, THOROUGHbred ACRES TRUNK**  
**Key Staff:** Eddie Mesta and Tom Figeley **Responsibilities:** RPR and RPR Manager
- **2017: WEST HICKMAN 7 WWS**  
**Key Staff:** Eddie Mesta **Responsibilities:** RPR Manager
- 2018** ● **2018: EXPANSION AREA 3 (EA3) TRUNK SEWER IMPROVEMENTS**  
**Key Staff:** Eddie Mesta and Tom Figeley **Responsibilities:** RPR and RPR Manager
- 2019** ● **2019: MIDLAND AVENUE TRUNK**  
**Key Staff:** Eddie Mesta **Responsibilities:** RPR Manager
- **2019: WOLF RUN TRUNK B & C SANITARY SEWER IMPROVEMENTS**  
**Key Staff:** Eddie Mesta and Tom Figeley **Responsibilities:** RPR and RPR Manager
- **2019: LANSLOWNE SOUTH TRUNK SEWER IMPROVEMENTS**  
**Key Staff:** Eddie Mesta **Responsibilities:** RPR Manager
- 2020** ● **2020: CANE RUN TRUNK SEWER IMPROVEMENTS**  
**Key Staff:** Eddie Mesta **Responsibilities:** Prime Design Consultant and RPR Manager
- **2020: LEXMARK TRUNK A & B SANITARY SEWER IMPROVEMENTS**  
**Key Staff:** Eddie Mesta and Tom Figeley  
**Responsibilities:** Prime Design Consultant, RPR, and RPR Manager
- 2022** ● **2022: SOUTHEASTERN TRUNK SANITARY SEWER IMPROVEMENTS**  
**Key Staff:** Eddie Mesta and Tom Figeley **Responsibilities:** RPR and RPR Manager



## Eddie Mesta, PE

**Project Manager - PRIME AE Group, Inc.**

*Eddie provides a wide array of experience in both public and private sector clients. He is responsible for the coordination and design involving transportation, wastewater collection, storm water drainage, site development, and water supply for private and public entities. His experience includes preparation of plans and contract documents, utility coordination, bidding, construction administration, easement acquisition, and presentations. Eddie's experience also includes preparation of reports for regional facilities planning, marketing endeavors, and providing solutions to engineering and management problems.*

**YEARS OF EXPERIENCE:** 27

### EDUCATION

BS/Civil Engineering/1995/  
University of Kentucky

### REGISTRATIONS

Professional Engineer:  
KY, IN, TN

### HONORS / AWARDS

KSPE D.V. Terrell Award  
KSPE Presidents Award  
KSPE Distinguished Service  
Award

### PROFESSIONAL ASSOCIATIONS

Kentucky Society of Professional  
Engineers (KSPE)  
Former State President  
ACEC Kentucky  
Water Professionals Conference  
KYTC-FHWA-ACEC Partnering  
Conference  
Kentuckians for Better  
Transportation  
Kentucky Association of  
Economic Development

### EXPERIENCE

**Division of Water Quality Resident Project Representation (RPR) Services, Lexington-Fayette Urban County Government (LFUCG) - Fayette County, KY:** Project Manager. As project manager, Eddie oversaw the coordination of a component of LFUCG's RPR services associated with the implementation line work component of their current Remedial Measures Plan.

**West Hickman E Trunk Sewer Replacement Project, Lexington-Fayette Urban County Government (LFUCG) - Lexington, KY -** Project Manager. As project manager, Eddie was responsible for the planning, coordination, design, contract document preparation, and construction administration of approximately 7,500 LF of 48-inch, 42-inch, 36-inch, 30-inch, and 24-inch truck sewer in the West Hickman Sewer shed. Significant utility coordination took place on this project to retrofit the proposed trunk sewer within the Greentree Road Project Corridor which is predominantly residential. His additional responsibilities included oversight of the preparation of easement exhibit and Memorandum of Understanding and Grant of Easement documents.

**Merrick Trunk Sewer Replacement Project, LFUCG - Lexington, KY:** Project Manager. As project manager, Eddie was responsible for the planning, coordination, design, contract document preparation, and construction administration of approximately 6,500 LF of 24-inch, and 18-inch truck sewer in the West Hickman Sewer shed. Significant utility coordination took place on this project to retrofit the proposed trunk sewer within the Tates Creek Road Project Corridor which is a mix of residential, multi-family, and retail. Significant coordination also took place with the Kentucky Transportation Cabinet (KYTC) for the difficult crossing of the New Circle Road / Tates Creek Road interchange. Eddie's additional responsibilities included oversight of the preparation of easement exhibit and Memorandum of Understanding and Grant of Easement documents.

**Cane Run Trunk Sewer Replacement Project, LFUCG - Lexington, KY:** Project Manager. As project manager, Eddie was responsible for the planning, coordination, design, contract document preparation, and construction administration of approximately 3,200 LF of 36-inch truck sewer in the Cane Run Sewer shed. Significant property owner and private utility coordination took place on this project to retrofit the proposed trunk sewer within Lexmark's campus. Eddie's additional responsibilities included oversight of the easement exhibit preparation and easement acquisition of the required Memorandum of Understanding and Grant of Easement documents.

*(Continued on next page)*



## Eddie Mesta, PE *(Continued)*

### **Project Manager - PRIME AE Group, Inc.**

#### **Lexmark Trunk A & B Sewer Replacement Project, LFUCG - Lexington, KY:**

Project Manager. As project manager, Eddie was responsible for the planning, coordination, design, contract document preparation, and construction administration of approximately 5,600 LF of 24-inch trunk sewer in the Can Run Sewer Shed. Significant property owner and private utility coordination took place on this project to retrofit the proposed trunk sewer within Lexmark's campus. Significant coordination also took place with CSX Railroad for the permitting associated with a tunnel beneath their railroad bed. Eddie's additional responsibilities included oversight of the easement exhibit preparation and easement acquisition services for private properties within the project corridor. This included preparation and execution of the required Memorandum of Understanding and Grant of Easement documents.

**Bob-O-Link Trunk Sewer Replacement Project, LFUCG - Fayette County, KY:** Project Manager. As project manager, Eddie was responsible for the planning, coordination, design, contract document preparation, and construction administration of approximately 6,500 LF of trunk sewer in the Wolf Run Sewershed. Significant utility coordination was needed on this project to retrofit the proposed trunk sewer within a developed project corridor. Eddie's other responsibilities included oversight of the KIA Administrative process including with coordination and approval of the Categorical Exclusion (CE), bidding documents, and monthly reporting and pay requests. Additional responsibilities included oversight of the easement plat preparation and easement acquisition services for 23 private properties within the project corridor that included preparation and execution of the required Memorandum of Understanding and Grant of Easement documents.

**Lexington Mall Sanitary Sewer Relocation Project, LFUCG - Fayette County, KY:** Project Manager. This project involved the relocation of over 1,500 LF of sanitary sewer trunk line associated with the redevelopment of the Lexington Mall property. This included upsizing the existing 15-inch diameter trunk line to 24-inch to provide additional capacity in this SSO prone area. Coordination with adjacent commercial property owners insured uninterrupted sanitary sewer service during construction. Other coordination involved the creation of an easement plat and temporary construction easement documents.

**Cardinal Lane Storm and Sanitary Improvements Project, LFUCG - Fayette County, KY:** Project Manager. As project manager, Eddie was responsible for oversight of the design of approximately 140 LF of 4' x 4' reinforced box culvert and an 18-inch storm sewer system. His responsibilities also included helping LFUCG in the easement plat preparation and acquisition of two parcels within the project corridor.

**Capacity Assurance Program, LFUCG - Fayette County, KY:** Project Engineer. As project engineer, Eddie assisted LFUCG on its Capacity Assurance Task Force to determine how future sanitary sewer credits and tap on procedures will be administered for conformance with the Consent Decree. His responsibilities included providing due diligence and assistance in facilitating bi-weekly task force meetings, which consists of LFUCG Council Members and local stakeholders.



## Tom Figeley

### Resident Project Representative - PRIME AE Group, Inc.

*Tom has 40 years of applied field experience in field engineering as Resident Project Representative (RPR), Assistant Project Engineer, Field Production Engineer, GPS surveying, Trimble robotic total station operations, conventional land surveying & mapping, and construction inspection for gas/oil pipeline location/inspection positions. He has 15 years of experience in Field Engineering, Survey Party Chief, Team Leader, Site Supervisor & Project Management positions. Other job duties have included ALTA surveys, boundary surveys and various types of topographic surveys. He also has worked in natural gas pipeline location and condition surveys, static ABGPS & ground static and RTK GPS projects countrywide as well as conventional field to finish horizontal and vertical control surveying projects countrywide.*

**YEARS OF EXPERIENCE:** 40

#### EDUCATION

Distinguished Graduate/  
U.S. Army Advanced Individual  
Training (A.I.T)/ College of Land  
Surveying

Associates of Applied Sciences/  
Civil Engineering/Rose-Hulman  
Institute

Computer Science/Southern  
Ohio College

#### CERTIFICATIONS/TRAINING

LFUCG Erosion & Sediment  
Control Training

O.S.H.A.

LG&E/KU Passport

Energy-U  
(field O.Q. for Vectren energy)

Field operations qualified

(Op-Quals)

URS/BRW Construction  
Safety Training

URS/BRW Construction  
Safety Training

Dames & Moore Confined Space  
Entry Training

F.H.W.A. Bridge Painting  
Inspection & Lead Awareness  
Training

F.H.W.A. Fracture Critical  
Training

CSX Railroad Safety Training

#### EXPERIENCE

**Southeastern Trunk Sewer Replacement Project, LFUCG - Lexington, KY:** Resident Project Representative. This project involves 4,800 LF of new sanitary sewer pipeline construction, ranging from 18-inch PVC to 24-inch PVC. Tom's responsibilities included review of contractor quantities, reconciliation of pay requests, preparation of daily inspection logs, weekly communication reports, erosion control documents, and testing logs.

**Lexmark Trunk A & B Sewer Replacement Project, LFUCG - Lexington, KY:** Resident Project Representative. This project involved 5,600 LF of new sanitary sewer pipeline construction, ranging from 8-inch PVC to 24-inch PVC. Tom's responsibilities included review of contractor quantities, reconciliation of pay requests, preparation of daily inspection logs, weekly communication reports, erosion control documents, and testing logs.

**Wolf Run Trunk B & C Sewer Replacement Project, LFUCG - Lexington, KY:** Resident Project Representative. This project involved 6,000 LF of new sanitary sewer pipeline construction, ranging from 30-inch PVC to 42-inch PVC. Tom's responsibilities included review of contractor quantities, reconciliation of pay requests, preparation of daily inspection logs, weekly communication reports, erosion control documents, and testing logs.

**SWT Phase 1 Main Trunk, LFUCG - Lexington, KY:** Resident Project Representative. This project involved 13,802 LF of new sanitary sewer pipeline construction, ranging from 6-inch PVC to 24-inch PVC. Tom's responsibilities included review of contractor quantities, reconciliation of pay requests, preparation of daily inspection logs, weekly communication reports, erosion control documents, and testing logs.

**EA3 Main Trunk, LFUCG - Fayette County, KY:** Resident Project Representative. Tom served as resident project representative responsible for overseeing the construction of 6,665 LF of 30-inch sanitary sewer pipes and manholes being installed to upsize the current system from Russell Cave Road to Newtown Pike in Northeast Lexington. His responsibilities included review of contractor quantities, reconciliation of pay requests, preparation of daily inspection logs, weekly communication reports, erosion control documents, and testing logs.

**West Hickman 7 WWS, LFUCG - Fayette County, KY:** Resident Project Representative. Tom served as resident project representative responsible for overseeing the construction of 660 LF of 54-inch steel encasement pipe being bored beneath New Circle Road to serve the new West Hickman 7 Wet Weather Storage (WWS) Tank. His responsibilities included review of contractor quantities, reconciliation of pay requests, preparation of daily inspection logs, weekly communication reports, erosion control documents, and testing logs.

*(Continued on next page)*



## Thomas Figeley *(Continued)*

### Surveyor - PRIME AE Group, Inc.

**UK Main Trunk A, LFUCG - Fayette County, KY:** Resident Project Representative. Tom served as resident project representative responsible for overseeing the construction of 3,527 LF of 8-inch through 42-inch sanitary sewer pipes and manholes being installed to upsize the current system flowing just northwest of downtown Lexington to the Town Branch WWTP. His responsibilities included review of contractor quantities, reconciliation of pay requests, preparation of daily inspection logs, weekly communication reports, erosion control documents, and testing logs.

**KAWC Park Avenue, Water Main Replacement - Fayette County, KY:** Surveyor. Tom was a member of the survey crew responsible for shooting in an area between the houses and the right of way.

**Business Technical Services - Cincinnati, OH:** Field Engineering Representative. As a field engineering representative, Tom was responsible for the field operations production for natural gas pipeline location, inspection, and pipeline integrity management.

**Vescio's Sports Fields - Lexington, KY:** Field Engineering Representative. As a field engineering representative, Tom was responsible for the survey equipment operation, heavy equipment operation, and production.

**GRW Aerial Surveys - Lexington, KY:** Field Aerial Mapping Surveyor. As a field mapping surveyor, Tom was responsible for the aerial photography and also served as a field engineering representative.



 HOURLY RATES

PRIME AE GROUP, INC.			
Personnel Classification	Employee Name	Rate per Hour	Overtime Rate per Hour
Resident Project Representative	Tom Figeley	\$65.00	\$97.50
	TBD (See Note)		
	TBD (See Note)		

PRIME AE has a local staff of nearly 30 engineers, surveyors, and technicians that could assist in providing Resident Project Representative (RPR) services. If needed, PRIME AE could also hire additional qualified RPRs to provide additional assistance.

- A construction trailer for use by the RPR will not be provided
- DWQ reserves the right to interview and approve or reject all RPRs
- Award of this contract is for Remedial Measures Projects only.
- DWQ reserves the right to reject all proposals in the interest of DWQ.

**Proposal Format:**

- Cover Letter (2 page max.)
- Qualifications (3 page max.) summarizing general qualifications of the Engineering Company and specific qualifications of the proposed staff
- Resumes (2 page max. per staff)
- Hourly Rates, Standard and overtime
- Completed Hourly Proposal for RPR

**Proposal for RPR Remedial Measures Program**

<b>Year One</b>	<b>Rate</b>	<b>Hours</b>	<b>Days</b>	<b>Total</b>
Hourly Rate	<u>\$65.00</u>	40		<u>\$2,600</u>
Overtime Hourly Rate	<u>\$97.50</u>			8-17-22



## AMERICAN RESCUE PLAN ACT

### CERTIFICATION OF COMPLIANCE FOR AMERICAN RESCUE PLAN ACT EXPENDITURES

The Lexington-Fayette Urban County Government (“LFUCG”) may classify the subject matter of this bid as an expenditure under the American Rescue Plan Act of 2021. Expenditures under the American Rescue Plan Act of 2021 require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

**The bidder agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG classifies the subject matter of this bid as an expenditure under the American Rescue Plan Act. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:**

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. Either party may terminate this Agreement for good cause shown with forty-five (45) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 45 days, then the Agreement shall terminate on the forty-fifth day.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an

investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*
- (2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*
- (3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be*

*withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*

*(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

*5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.*

*6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

*7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.*

*8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.*

*9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

*10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.*

*11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.*

*12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.*

*13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.*

*14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”*

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
  - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature

8.26.2022

Date

**AFFIDAVIT**

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

1. His/her name is           Kumar Buvanendaran, PE           and he/she is the individual submitting the proposal or is the authorized representative of           PRIME AE Group, Inc.          , the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

**Continued on next page**

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

Further, Affiant sayeth naught.



STATE OF Maryland

COUNTY OF Baltimore

The foregoing instrument was subscribed, sworn to and acknowledged before me

by Kumar Buvanendaran on this the 16 day

of August, 2022

My Commission expires: 8/15/2026

MICHELE PHIPPS  
Notary Public-Maryland  
Baltimore County  
My Commission Expires  
August 15, 2026



NOTARY PUBLIC, STATE AT LARGE

## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

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

### The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

\*\*\*\*\*

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

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

Bidders

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



Signature

PRIME AE Group, Inc.

Name of Business



**WORKFORCE ANALYSIS FORM**

Name of Organization: PRIME AE Group, Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals	35	20	9	2						3	1					25	10
Superintendents																	
Supervisors																	
Foremen																	
Technicians	9	8		1												8	1
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
<b>Total:</b>	<b>44</b>	<b>28</b>	<b>9</b>	<b>2</b>	<b>1</b>					<b>3</b>	<b>1</b>					<b>33</b>	<b>11</b>

Prepared by: Karen Ferguson - HR Business Partner Date: 08 / 16 / 2022

*(Name and Title)*

*Revised 2015-Dec-15*

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

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

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor, Room 338  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)

Firm Submitting Proposal: PRIME AE Group, Inc.

Complete Address: 651 Perimeter Drive; Suite 300 Lexington, KY 40517  
Street City Zip

Contact Name: Eddie Mesta Title: Director - Business Development

Telephone Number: 859-977-9640 Fax Number: 410-654-3791

Email address: emesta@primeeng.com



**LFUCG MWDBE PARTICIPATION FORM**  
**Bid/RFP/Quote Reference # 47-2022**

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

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

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

PRIME AE Group, Inc.  
 \_\_\_\_\_  
 Company  
 8.26.2022  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Company Representative  
 President & CEO  
 \_\_\_\_\_  
 Title



**LFUCG MWDBE SUBSTITUTION FORM**  
**Bid/RFP/Quote Reference # 47-2022**

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

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.  N/A	N/A	N/A	N/A	N/A	N/A
2.					
3.					
4.					

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

PRIME AE Group, Inc.  
**Company**  
8.26.2022  
**Date**

  
**Company Representative**  
President and CEO  
**Title**



**MWDBE QUOTE SUMMARY FORM**  
**Bid/RFP/Quote Reference # 47-2022**

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

<b>Company Name</b> PRIME AE Group, Inc.	<b>Contact Person</b> Eddie Mesta
<b>Address/Phone/Email</b> 651 Perimeter Drive, Suite 300, Lexington, KY 40517 859.977.9640 emesta@primeeng.com	<b>Bid Package / Bid Date</b> 47-2022/August 26, 2022

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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

PRIME AE Group, Inc.  
 \_\_\_\_\_  
**Company**  
 8.26.2022  
 \_\_\_\_\_  
**Date**

  
 \_\_\_\_\_  
**Company Representative**  
 President and CEO  
 \_\_\_\_\_  
**Title**



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

**Bid/RFP/Quote #** 47-2022

**Total Contract Amount Awarded to Prime Contractor for this Project** 100%

<b>Project Name/ Contract #</b> RFP #47-2022 Resident Project Representative (RPR) Services-Resident Inspection	<b>Work Period/ From:</b> TBD <span style="float: right;"><b>To:</b> TBD</span>
<b>Company Name:</b> PRIME AE Group, Inc.	<b>Address:</b> 651 Perimeter Drive, Suite 300, Lexington, KY 40517
<b>Federal Tax ID:</b> 26-0546656	<b>Contact Person:</b> Eddie Mesta

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

PRIME AE Group, Inc.

**Company**

8.15.2022

**Date**

**Company Representative**

President & CEO

**Title**

## LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 47-2022

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

N/A Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

N/A Included documentation of advertising in the above publications with the bidders good faith efforts package

X Attended LFUCG Central Purchasing Economic Inclusion Outreach event

N/A Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

N/A Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

N/A Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

N/A Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

N/A Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

N/A Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

N/A Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

N/A Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items



into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

N/A Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

N/A Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

N/A Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

N/A Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

N/A Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

N/A Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

**NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.**

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

PRIME AE Group, Inc.

Company  
8.26.2022

Date



Company Representative  
President and CEO

Title

## GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.  
  
The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.
2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
  - (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according

- to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

#### B. At Will Termination

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

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

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

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.



Signature

8.26.2022

Date

**AFFIRMATIVE ACTION PROGRAM**

**FOR**

**WOMEN AND MINORITIES**

**AT**

**Prime AE Group, Inc. - Central**

**Central Region (OH, KY & FL)**

**For the Period**

**November 1, 2021 through October 31, 2022**

Facility EEO-1 Identification Number: EW91780

Facility Dun & Bradstreet Identification Number: 809228757

Program Completed By: Pam Butziger, Chief People Officer



\_\_\_\_\_  
(Signature)

Program Read and Approved By: Selvakumar Buvanendaran, President



\_\_\_\_\_  
(Signature)

## **Confidentiality Notice to the OFCCP**

This Affirmative Action Program contains substantial confidential information which is subject to the provisions of the Trade Secrets Act, 18 U.S.C. Section 1905.

This Affirmative Action Program is the property of Prime AE Group, Inc. - Central and it is loaned to the Office of Federal Contract Compliance Programs, along with certain other materials requested by the OFCCP, on the condition that the government hold them totally confidential and not release copies to any person.

Pursuant to 5 U.S.C. Sec. 552 Prime AE Group, Inc. - Central asserts that at least certain sections, exhibits, and compliance investigation files are exempt from the Freedom of Information Act (FOIA) disclosure provisions. *Chrysler Corp. v. Brown, 441 U.S. 281 (1979)*. Disclosure of AAP Sections VI and VII and Exhibits (Job Group, Workforce, Availability, and Comparison of Incumbency to Availability Analyses), and the compliance investigation files would injure the business and financial position of the contractor, and would constitute an unwarranted invasion of the privacy of its employees. Disclosure of the above information would also reveal valuable trade secrets and confidential commercial and financial information.

Notice is hereby given of a request pursuant to the regulations of the OFCCP that this AAP be kept confidential.

Prime AE Group, Inc. - Central does not consent to the release of any information whatsoever contained in this Affirmative Action Program under the FOIA. If the OFCCP or any other Federal agency is considering a request to release any portion of this AAP under the Freedom of Information Act, Prime AE Group, Inc.-Central asks that the government immediately notify the President of any and all Freedom of Information Act requests received by the government or any other contemplated release of this AAP or any other information obtained by the government from Prime AE Group, Inc..

***NOTE: The term "Affirmative Action Program" or "AAP" includes its supporting appendices, exhibits, documents, data, and all materials provided by Prime AE Group, Inc. to the OFCCP or other governmental agency.***

### **Purpose of Affirmative Action Plan**

The purpose of this written Affirmative Action Plan is to memorialize the continuing programs of Prime AE Group, Inc. -Central to provide equal employment opportunities for minority and females and to ensure appropriate utilization of minority and female employees. Prime AE Group, Inc. - Central self-evaluated its workforce taking into consideration such matters as human resource needs, available training and the availability of females and minorities in the company's recruiting area possessing the required skills.

### **AAP Terminology**

The terminology used in this Affirmative Action Plan was established by Executive Order 11246 and relevant implementing regulations. Therefore, any use of terms such as "underutilization", "deficiency", "adverse impact" "problem area", and "affected class" should not be construed as an admission or agreement on the part of Prime AE Group, Inc. - Central that, in fact, females or minorities have been, or are presently being, underutilized or discriminated against in violation of any federal, state or local law. Prime AE Group, Inc. - Central utilizes the terminology required by federal government regulations.



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## **List of All Supporting Exhibits**

### Exhibit

- 1 Posted Policy Statement
- 2 Equal Employment/Affirmative Action Policy
- 3 Listing of Recruiting Sources
- 4 Sample Letter Sent to Recruiting Sources
- 5 Sample Purchase Order
- 6 Application
- 7 EEO Self-Identification Form for Applicants
- 8 Copy of Employment Ads
- 9 Job Posting Program Policy in Employee Handbook
- 10 Leave of Absence Policy in the Employee Handbook
- 11 Harassment Policy in Employee Handbook
- 12 Tuition Reimbursement Policy
- 13 Prime AE Group, Inc. - Central Newsletter samples
- 14 Work Force Analysis
- 15 Job Group Analysis
- 16 Availability Analysis
- 17 Factor Component
- 18 Comparison of Incumbency to Availability
- 19 Placement Goals

## SECTION I



### Baltimore Office

5521 Research Park Drive | Suite 300 | Baltimore, Maryland 21228  
P: 410.654.3790 | F: 410.654.3791

### COMMITMENT TO EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of Prime AE Group, Inc. not to discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity or sexual orientation, national origin, age, marital status, genetic information, disability, or because he or she is a protected veteran. It is also the policy of Prime AE Group, Inc. to take affirmative action to employ and to advance in employment, all persons regardless of race, color, religion, sex, gender identity or sexual orientation, national origin, age, marital status, genetic information, disability, or protected veteran status, and to base all employment decisions only on valid job requirements. This policy shall apply to all employment actions, including but not limited to recruitment, hiring, upgrading, promotion, transfer, demotion, layoff, recall, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship, at all levels of employment.

Employees and applicants of Prime AE Group, Inc. will not be subject to harassment on the basis of race, color, religion, sex, gender identity or sexual orientation, national origin, age, marital status, genetic information, disability, or because he or she is a protected veteran. Additionally, retaliation, including intimidation, threats, or coercion, because an employee or applicant has objected to discrimination, engaged or may engage in filing a complaint, assisted in a review, investigation, or hearing or have otherwise sought to obtain their legal rights under any Federal, State, or local EEO law is prohibited.

As President of Prime AE Group, Inc., I am committed to the principles of Affirmative Action and Equal Employment Opportunity. In order to ensure dissemination and implementation of Equal Employment Opportunity and affirmative action throughout all levels of the company, I have selected the Chief People Officer, as the Equal Employment Opportunity (EEO) Manager for Prime AE Group, Inc. One of the EEO Manager's duties will be to establish and maintain internal audit and reporting systems to allow for effective measurement of the company's programs.

In furtherance of Prime AE Group, Inc. policy regarding Affirmative Action and Equal Employment Opportunity, the company has developed a written Affirmative Action Program which sets forth the policies, practices and procedures that Prime AE Group, Inc. is committed to in order to ensure that its policy of nondiscrimination and affirmative action is accomplished. This Affirmative Action Program is available in the Human Resources office for inspection by any employee or applicant for employment upon request, during normal business hours. Interested persons should contact the Chief People Officer for assistance.

If you are a disabled individual or covered veteran and would like to be considered under these programs, please let your immediate supervisor or department head know. Although giving this information is voluntary, such a disclosure by you will enable Prime AE Group, Inc. to further assist you in an appropriate manner concerning your employment. Be assured that your willingness to provide such information will in no way result in adverse treatment. Information obtained concerning employees will be kept confidential, except that (1) supervisors and department managers may be informed regarding restrictions on the work or duties of disabled employees and disabled veterans and regarding necessary accommodations, and (2) first aid personnel may be informed, when and to the extent appropriate, if a disability might require emergency treatment, and (3) government representatives investigating compliance with federal and state laws shall be informed, as necessary.

We request the support of all employees in accomplishing Equal Employment Opportunity.

A handwritten signature in black ink, appearing to read "Selvakumar Buvanendaran", is written over a horizontal line.

Selvakumar Buvanendaran, President

November 1, 2021

## **SECTION II DISSEMINATION OF POLICY**

### **A. Internal Dissemination**

Prime AE Group, Inc. - Central will continue to make its equal employment opportunity policy known internally by:

1. Posting federal and state nondiscrimination posters as well as Prime AE Group, Inc.' policy statement in locations in all facilities where notices to employees and applicants for employment are customarily placed and on Prime AE Group, Inc. - Central intranet/employee sites.
2. Including the policy in management handbooks and supervisory manuals.
3. Explaining the policy thoroughly in new employee orientation and management training programs.
4. Conducting periodic meetings with executive, management, and supervisory personnel to explain the intent of the policy, President's commitment, and individual responsibilities for effective implementation.
5. Training management and other employees engaged in employment, placement, training and transfer or promotion processing in the applicable local, state and federal equal employment opportunity laws, our Affirmative Action Program and their individual responsibility in assisting Prime AE Group, Inc. - Central to meet its equal opportunity objectives.

### **B. External Dissemination**

Prime AE Group, Inc. - Central will make its policy known externally by:

1. Employment advertisements recruiting applicants will contain the tag line "PRIME AE Group is committed to equal employment opportunity regardless of race, color, ancestry, religion, sex, national origin, sexual orientation, age, citizenship, marital status, disability, gender identity or Veteran status."
2. Incorporating the equal employment opportunity clause in all purchase orders, leases, and contracts covered by Executive Order 11246, as amended.
3. Informing all recruiting sources in writing of Prime AE Group, Inc. - Central policy, stipulating that the sources actively recruit and refer women and minorities for all positions for which they refer applicants.
4. Notifying, in writing, community agencies, community leaders, minority and women's organizations, secondary schools, and colleges of Prime AE Group, Inc. - Central policy.
5. Communicating to prospective employees the existence of Prime AE Group, Inc.'s Affirmative Action posture by identification of the company as an equal employment opportunity employer in all recruiting advertisements and on the company's employment application form, and by posting the company's

equal employment opportunity policy in areas where applicants apply for employment.

6. Sending written notification of the company's equal employment opportunity policy to all subcontractors, vendors, and suppliers requesting appropriate action on their part.

**SECTION III  
RESPONSIBILITY FOR IMPLEMENTATION**

- A. The President has the overall responsibility for Prime AE Group, Inc.'s equal employment opportunity policy.
- B. The Chief People Officer is specifically delegated the responsibility for the administration of our equal employment opportunity policy and Affirmative Action Program. This person is responsible for assuring that all necessary action is taken by all levels of management to achieve our company's equal employment opportunity objectives.
- C. The Chief People Officer is the designated facility EEO Coordinator. As EEO Coordinator, this person is responsible for:
  - 1. Assisting management in interpretation and administration of the AAP.
  - 2. Developing and auditing reporting systems to measure the effectiveness of the Affirmative Action Program.
  - 3. Assisting management in identification of problem areas and development of solutions to implement affirmative actions.
  - 4. Serving as liaison between Prime AE Group, Inc. - Central and the Office of Federal Contract Compliance and other enforcement agencies.
  - 5. Keeping respective management informed of the latest developments and requirements in EEO and recommending to appropriate management needed changes in policy and procedures.
  - 6. Auditing employment practices and procedures to ensure compliance with company employment policies, posting requirements, etc.
  - 7. Developing policy statements, affirmative action programs, and internal and external communication techniques.
- D. All members of management who have administrative or directional authority for employees are responsible for conducting day-to-day human resource activities in a manner which ensures compliance with the company's Equal Employment Opportunity policy. Actions such as hiring, terminations, promotions and/or transfers are the responsibilities of manager and supervisors. Personnel decisions are reviewed by Prime AE Group, Inc.'s EEO Coordinator to ensure that minorities and women are given equal treatment.

**SECTION IV  
COMPLIANCE WITH SEX DISCRIMINATION GUIDELINES**

A. Recruitment and Advertising

1. Prime AE Group, Inc. - Central actively recruits both men and women for all jobs. Referral sources are informed that Prime AE Group, Inc. - Central has no specific sex preference and seeks only qualified applicants, without regard to race, color, religion, sex, sexual orientation, gender identity, disability, veteran status or national origin. See Exhibits for a list of recruitment sources.
2. Employment ads will carry the tag-line "PRIME AE Group is committed to equal employment opportunity regardless of race, color, ancestry, religion, sex, national origin, sexual orientation, age, citizenship, marital status, disability, gender identity or Veteran status."

B. Job Policies and Practices

1. All written personnel policies related to this subject apply to every applicant and/or employee, without regard to sex.
2. All employees have an equal opportunity to any available job for which they are qualified. There are no jobs at Prime AE Group, Inc. - Central for which sex is a *bona fide* occupational qualification.
3. No distinction is made between the sexes with regard to employment opportunities, wages, hours, benefits, or other conditions of employment.
4. There is no distinction made between married and unmarried persons of one sex that is not made between married and unmarried persons of the other. Similarly, Prime AE Group, Inc. - Central does not deny employment to women with young children, nor terminate employees of one sex in a particular job classification upon reaching a certain age.
5. The company provides appropriate and comparable physical facilities for both male and female employees.
6. No difference is made between women and men as to retirement age.
7. Both men and women are eligible for all training programs and benefits offered by the company. Women are encouraged to participate in management training programs, both in-house and outside the company.

C. Pregnancy and Related Medical Conditions

1. Women are not penalized in their employment because of time spent away on account of childbirth or related medical conditions. Leave policies comply with all federal, state and local laws.
2. Disabilities caused or contributed to by pregnancy, childbearing, or related medical conditions are treated the same as disabilities caused or contributed to by any other medical conditions under the company's insurance or other wage-replacement plan.

D. Harassment

1. The company has a policy prohibiting harassment in the workplace.
2. The company publishes the policy in the employee handbook and provides an internal complaint system.
3. The company explains the policy thoroughly in new employee orientation and management training programs in preventing and reporting sexual harassment.



**SECTION V**  
**COMPLIANCE WITH GUIDELINES ON DISCRIMINATION BECAUSE OF RELIGION OR NATIONAL ORIGIN**

Prime AE Group, Inc. - Central confirms here its commitment not to discriminate on the basis of religion or national origin.

The Company does not and will not solicit nor maintain information from applicants or employees on religious affiliation. The Company solicits voluntary disclosure of national origin from applicants and employees only for the purposes of required record keeping and preparation of legally mandated reports and analyses.

It is the policy of Prime AE Group, Inc. - Central not to use any such information in the course of making any employment decision, in other words, not to discriminate on account of religion or national origin – nor any other unlawful basis. The Company communicates its non-discrimination policy to applicants and employees.

Policies and practices have been reviewed to ensure that they do not discriminate on the basis of religion or national origin.

The Company accommodates religious observances and practices of employees and prospective employees except where such accommodation would cause undue hardship on the conduct of the company's business. The extent of the obligation is determined by considering business necessity, financial cost, and resulting personnel problems.

## SECTION VI IDENTIFICATION OF POTENTIAL PROBLEM AREAS

### A. Job Group Analysis

As required, Prime AE Group, Inc. - Central has analyzed all major job groups in its operation to ascertain whether incumbency of minority group persons and females is sufficient based on comparison with estimated availability. The job group analysis is set forth in charts attached to this Affirmative Action Program. There are 218 employees in this analysis and we have 9 Job Groups.

We are aware that contractors have both the right and the obligation to design Job Groups in accordance with these flexible regulatory criteria. We are also aware that size is a factor which is appropriate to consider in utilization. For example, we are aware that the OFCCP prefers that Job Groups "should not normally cross EEO categories." We are also aware that there is no regulatory prohibition against this and that the OFCCP recognizes that size is an important factor in Job Group Design.

We carefully considered several different means of grouping job titles. We took into account usual career paths so as to set up meaningful "feeder Job Groups." We strove for the greatest practicable similarity in content and wages, tempered by resulting size of incumbency. As a consequence of this careful analysis, the Job Groups in this AAP are faithful to both the regulatory design criteria and to common sense.

Following is a brief description of the methodology of our Job Group design.

**Job Group 101 - Executives.** These individuals are responsible for planning, directing and formulating policies and setting strategy and overall direction for our organization. There are 15 incumbents in this Job Group.

**Job Group 102 - Directors.** These individuals oversee the delivery of our products and services and may oversee functional areas within our various work locations. There are 12 incumbents in this Job Group.

**Job Group 103 - Managers.** These individuals oversee the delivery of our products and services and may supervise others. There are 42 incumbents in this Job Group.

**Job Group 201 - Professionals 1.** These individuals have either a college or advanced degree, or specialized training and experience in their field of expertise. There are 49 incumbents in this Job Group.

**Job Group 202 - Professionals 2.** These individuals have either a college or advanced degree, or specialized training and experience in their field of expertise. There are 19 incumbents in this Job Group.

**Job Group 203 - Professionals 3.** These individuals have either a college or advanced degree, or specialized training and experience in their field of expertise. There are 17 incumbents in this Job Group.

**Job Group 204 - Professionals 4.** These individuals have either a college or advanced degree, or specialized training and experience in their field of expertise. There are 5 incumbents in this Job Group.

Job Group 301 – Technicians. These individuals have a combination of basic scientific knowledge and manual skill, in addition to post-secondary education or equivalent work experience. There are 35 incumbents in this job group.

Job Group 501 – Administrative Support. These individuals provide clerical support to the various functions within or organization. There are 15 incumbents in this job group.

#### B. Organizational Unit Analysis

The company has prepared a Workforce Analysis. Specifically, the Analysis lists each job title by department. For each job title the total number of incumbents by gender and minority subgroup is given.

This Workforce Analysis includes incumbents employed as of October 2021.

#### C. Personnel Activities

Specifically, as part of Prime AE Group, Inc.'s on-going self-auditing, a thorough analysis of the following human resource matters was conducted.

1. Composition of the workforce by minority group status and sex. The company has analyzed its workforce as required. The Workforce Analysis is a confidential document and is located in the Data Analysis section.
2. Composition of applicant flow data by minority group status and sex. Applicant data is tracked for individuals who complete an employment application and who complete the voluntary self-identification form inserted with each application. The EEO Self-Identification section of the application form (See Exhibits) allows Prime AE Group, Inc. - Central to match each applicant to the particular opportunity, if any, for which each was considered as well as provide an opportunity to indicate race/ethnicity and gender.

Further, we regularly compare the percentage of minorities and women who apply, by Job Group, with our estimate of availability for each Job Group. We hope that such a comparison will give us additional information about both the accuracy of our availability estimate and the results of our good faith efforts to invite minorities and women to apply for equal opportunities at Prime AE Group, Inc.

3. The total selection process including position descriptions, position titles, position specifications, application forms, job posting procedures, referral procedures, final selection process, and similar factors.
  - All position descriptions have been reviewed, with changes made, where necessary, to accurately reflect current job duties. Jobs have been classified, especially for compensation purposes, to similarly classify those requiring substantially similar skill, effort, and responsibility. Position descriptions establish job-related and non-discriminatory requirements.

- There are no titles that could be perceived as evidencing a preference for one gender or another.
- Our employment application form and our employment advertisements contain appropriate EEO language in compliance with Federal regulations.

With regard to interviewing, the company's purpose is to determine that the applicant meets the minimum qualifications of the job description in order to compare and contrast all applicants' qualifications to the requirements of the position in order that Prime AE Group, Inc. - Central may select the most qualified applicant for the position.

We have performed an impact ratio analysis and where applicable, we have included our plans for additional outreach efforts within the discussion of action oriented programs.

4. Transfer and promotion practices. Employees may apply for opportunities that are posted in accordance with the company's posting policy. These opportunities may involve lateral transfer, promotion with or without change in work location, or even demotion if this is the desire of the internal applicant. Positions through the managerial level are posted. All employees, including women and minorities, are encouraged to take advantage of the opportunity to apply. Selections are made on the basis of knowledge, skills, and abilities and without regard to race, color, religion, sex, gender identity or sexual orientation, disability, veteran status or national origin. An analysis of promotion and transfer activities has been completed. If applicable, further analysis and/or proactive practices have been established to ensure effective outreach efforts.
5. Facilities, company-sponsored recreation and social events. There are no segregated facilities at Prime AE Group, Inc. Company-sponsored recreation and social events are open to all employees.
6. Company Training. Selections are made without regard to race, color, religion, sex, gender identity or sexual orientation, disability, veteran status or national origin.
7. Outlook of workforce managers and supervisors. There is, has been, and will continue to be an ongoing effort on the part of the company to develop and communicate a positive view towards its EEO and Affirmative Action policies.
8. Technical phases of compliance, such as posters, retention of applications, etc.
  - a. Current posters have been placed on employee bulletin boards.
  - b. Company retains solicited applications and resumes for a period of three years from the date they are received, or from the date a selection is made, whichever is later.
9. Terminations  
An impact ratio analysis was completed for terminations using summarized numbers by job group. Where a negative impact appears to exist, an additional review/investigation would be conducted to ensure discrimination has not taken

place. Each termination was the result of valid and legitimate business needs, voluntary decisions on the employee's part, or a termination for cause based on specific rule violations and/or substandard performance.

#### D. Reporting and Internal Audit Systems

The Chief People Officer is the designated Corporate EEO Coordinator. This person is responsible, directly or indirectly, for the design and implementation of the auditing system. The reporting and monitoring system provides for:

1. Maintaining accurate records on all applicants, hires, bidders, internal selections (promotions, demotion, or transfer), and terminations by race/national origin (minority sub-group.)
2. Reviewing all selection, promotion, and training procedures to ensure that they are non-discriminatory.
3. Monitoring progress towards established goals, providing feedback to selecting officials on numbers of opportunities and numbers/percent of selections of minorities and women into Job Groups with goals, and comparing selection rates to the established goals.
4. Informing top management, on a regular basis, about the effectiveness of the policy and recommendations for improvements, if any.

**SECTION VII  
ESTABLISHMENT OF GOALS**

A. Availability Analysis

Consistent with regulatory requirements, we have considered internal and external sources for minorities and females. For each Job Group we considered to what degree each factor represents a genuine or expected source of available workers for the Job Group during the AAP year. Each factor is then weighted in accordance with these judgments and a final estimate of availability is computed.

The external recruitment area for most of the Job Groups is customized for Prime AE Group.

In an effort to estimate availability as accurately as possible, the company utilizes the 2010 census data for occupational classifications for the external labor area. In determining "requisite skills", the company identified those Standard Occupational Classifications (SOCs) reported in the Census which were most representative of the skills required for the positions being analyzed. The census codes that were used for the external area are included by Job Group in the Exhibit section.

The company is committed to a policy of upward mobility for all employees in accordance with the company's need and employee interest. Internal availability is a significant source of workers for many Job Groups. Naturally, at any given time the population of a "feeder" job title or Job Group might include those individuals newly hired/promoted or in training or with less seniority or otherwise not necessarily "promotable" for every vacancy. However, for purposes of AAP availability estimates only, all individuals in the feeder jobs and/or groups were counted as "promotable and transferable" as discussed above.

The following list provides an overview of the job groups considered to be feeder groups for other job groups.

<b>Job Group</b>	<b>Feeder Group(s)</b>
101 Executive	102 Directors; 103 Managers
102 Directors	103 Managers
103 Managers	201 Professionals 1; 202 Professionals 2; 203 Professionals 3
201 Professionals 1	202 Professionals 2; 203 Professionals 3
202 Professionals 2	203 Professionals 3; 204 Professionals 4
203 Professionals 3	204 Professionals 4

B. Comparison of Incumbency to Availability Analysis

Underutilization, as defined by the regulations, means having fewer women or minorities in a Job Group than might reasonably be expected given their availability; that is, the difference between availability and actual participation must be statistically significant. Underutilization does not amount to an admission of impermissible conduct. It is neither a

finding of discrimination nor a finding of a lack of good faith in affirmative action efforts. Instead, underutilization is a technical targeting term used exclusively by affirmative action planners who seek to apply good faith efforts to increase future utilization of qualified minorities and females in the workforce.

For our small Job Groups we have elected to use an Exact Binomial test which indicates when an underutilization may have probable significance so as to be less than a 0.0500 chance of coincidence. Therefore in such small groups where the probability is less than or equal to 0.0500, we have established placement goals as well.

For Job Groups with 30 or more incumbents we have used a true test of statistical significance - standard deviation - and declare "underutilization" if the disparity is two standard deviations or greater.

Included in the Exhibit section of this Plan is the Comparison of Incumbency to Availability for Prime AE Group, Inc. - Central. The company has established a "timetable" of one year during which it will make every good faith effort to select minorities and women into all Job Groups where they are potentially under represented at a rate at least equal to their availability. We have taken into account any anticipated expansion or contraction of the workforce.

As with the rest of the Affirmative Action Program, these goals will be reviewed annually. Where no underutilization exists, it is, of course, our intention to continue to employ and advance women and minorities in a non-discriminatory manner.

#### C. Placement Goals by Job Group

In the 2022 Affirmative Action Program for Prime AE Group, Inc. - Central, there is 1 job group in which there exists underutilization of women and/or minorities. See the Exhibits.

In the 2022 AAP year, the company will make a good faith effort to fill any vacancies in the following Job Groups at the rate indicated:

Job Group 103 - Managers	10.34%	Minorities
--------------------------	--------	------------

Our goal for every Job Group, whether underutilized or not, and our objective for every organizational unit is to continue to take affirmative action to ensure that our employment policies and practices are, in fact, non-discriminatory.

SECTION VIII  
DEVELOPMENT AND EXECUTION OF ACTION-ORIENTED PROGRAMS

Policies and Practices

1. Although not required by any law, we allow both internal and external applicants to apply for multiple positions at a time. We offer the "multiple posting" in an effort to expand opportunities for all candidates, but especially females and minorities.

Recruitment

1. Company is actively seeking minorities and women for existing and future employment. In order to attract qualified minority and women applicants, our company will continue to use minority and female referral agencies found within the local recruiting area.
2. We may identify several local job fairs in which we would participate during this AAP year. It is our policy to accept applications only when we have vacancies; we may bring a list of current open positions to the job fair. We may permit job fair participants to submit resumes for those job titles only. This method permits us to follow our normal record keeping and analytical procedures but still allows us to conduct affirmative action recruitment.

Education and Training

1. Minorities and women are given equal access to company-sponsored training programs designed to enhance an employee's ability to assume positions of greater responsibility. See Exhibits.
2. Company may make available a Tuition Reimbursement Program for all full-time employees who have completed one year of service. See Exhibits.



## List of All Supporting Exhibits

### Exhibit

- 1 EEO Self-Identification Form for Applicants
- 2 Placement Goals
- 3 Job Group Analysis
- 4 Training Policy
- 5 Tuition Policy
- 6 Assessment of Outreach

**Exhibit 1**

**EQUAL EMPLOYMENT OPPORTUNITY INFORMATION FORM**

Prime AE Group, Inc. is an equal opportunity employer that is committed to a program of recruitment of females, minority group members, individuals with disabilities, and qualifying veterans. In order to comply with governmental reporting requirements, we request that you supply the information below. This information is voluntary and will in no way effect the processing of your application or your consideration for employment. This form should be submitted with the employment application, but will be processed separately and used for statistical purposes only. Please fill in the information requested and check all items that apply to you. Thank you for your cooperation.

APPLICANT'S NAME: _____ DATE: _____	
POSITION APPLIED FOR: _____	
GENDER: <input type="checkbox"/> Male <input type="checkbox"/> Female	
<input type="checkbox"/> Hispanic or Latino	Persons of Mexican, Puerto Rican, Cuban, East or South American, or other Spanish culture or origin, regardless of race
<b>If not Hispanic or Latino:</b>	
<input type="checkbox"/> White (Not Hispanic or Latino)	Persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
<input type="checkbox"/> Black or African American (Not Hispanic or Latino)	Persons having origins in any of the black racial groups of Africa.
<input type="checkbox"/> Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)	Persons having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
<input type="checkbox"/> Asian (Not Hispanic or Latino)	Persons having origins in any of the original peoples of the Far East, Southeast Asia, or Indian Subcontinent, including for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam
<input type="checkbox"/> American Indian or Alaska Native (Not Hispanic or Latino)	Persons having origins in any of the original peoples of North and South America, (including East America) and who maintain tribal affiliation or community recognition.
<input type="checkbox"/> Two or More Races (Not Hispanic or Latino)	All Persons who identify with more than one of the above races, excluding those who identify themselves as Hispanic or Latino.
[ ] I identify as one or more of the classifications of Protected Veteran listed on Page Two	
[ ] I am not a Protected Veteran	

## Exhibit 2

### Placement Goals by Job Group

<b>Job Group 103 - Managers</b>	<b>10.34%</b>	<b>Minorities</b>
---------------------------------	---------------	-------------------

## Exhibit 3

### JOB GROUP ANALYSIS SUMMARY FOR WOMEN and MINORITIES

Job Group Analysis Summary

Prime AE Central 2021

Analysis Data as of 11/01/2021

Job Group	Total Employees	Female		Minority		Black		Asian		Native American		Hispanic		Pacific Islander		Two or more races	
		#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%
101 - Executives	15	0	0.00	4	26.67	1	6.67	1	6.67	0	0.00	2	13.33	0	0.00	0	0.00
102 - Directors	12	1	8.33	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
103 - Managers	42	11	26.19	3	7.14	0	0.00	3	7.14	0	0.00	0	0.00	0	0.00	0	0.00
201 - Professionals 1	49	12	24.49	13	26.53	0	0.00	10	20.41	0	0.00	2	4.08	0	0.00	1	2.04
202 - Professionals 2	19	6	31.58	4	21.05	1	5.26	3	15.79	0	0.00	0	0.00	0	0.00	0	0.00
203 - Professionals 3	17	6	35.29	4	23.53	0	0.00	3	17.65	0	0.00	1	5.88	0	0.00	0	0.00
204 - Professionals 4	5	0	0.00	1	20.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	1	20.00
301 - Technicians	35	2	5.71	5	14.29	4	11.43	1	2.86	0	0.00	0	0.00	0	0.00	0	0.00
501 - Administrative Support	15	14	93.33	3	20.00	0	0.00	2	13.33	0	0.00	0	0.00	0	0.00	1	6.67
601 - Craft Workers	9	0	0.00	1	11.11	1	11.11	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
<b>Totals</b>	<b>218</b>	<b>52</b>	<b>23.85 %</b>	<b>38</b>	<b>17.43 %</b>	<b>7</b>	<b>3.21 %</b>	<b>23</b>	<b>10.55 %</b>	<b>0</b>	<b>0.00 %</b>	<b>5</b>	<b>2.29 %</b>	<b>0</b>	<b>0.00 %</b>	<b>3</b>	<b>1.38 %</b>

#### **Exhibit 4 2022 Training Policy**

Training, Certifications & Conferences. PRIME AE supports the professional growth of its Team Members and offers the benefits below. Full-Time regular Team Members are encouraged to actively participate in their professional development. PRIME AE will reimburse 100% of your annual membership fee in any pre-approved, job-related, professional organization.

Full-time regular Team Members may need to take training courses or certification exams while they are employed by PRIME AE for their job duties, advancement, to improve their productivity or professional skills. PRIME AE will bear the cost of such training or certification when it is recommended by your supervisor. PRIME AE will not pay for failed exams, study material or preparatory courses.

#### **Exhibit 5 2022 Tuition Policy**

PRIME AE encourages its employees to continue their professional education in areas that will improve their job performance and increase their potential for advancement within their field. PRIME AE will reimburse an employee up to a maximum of \$5,250 per year for job related college credit courses. An employee must secure a passing grade of "B" or its equivalent to receive any reimbursement. All full-time employees are eligible to participate in PRIME AEs Tuition Reimbursement benefit.

To receive reimbursement for tuition expenses, employees should follow the procedures listed here:

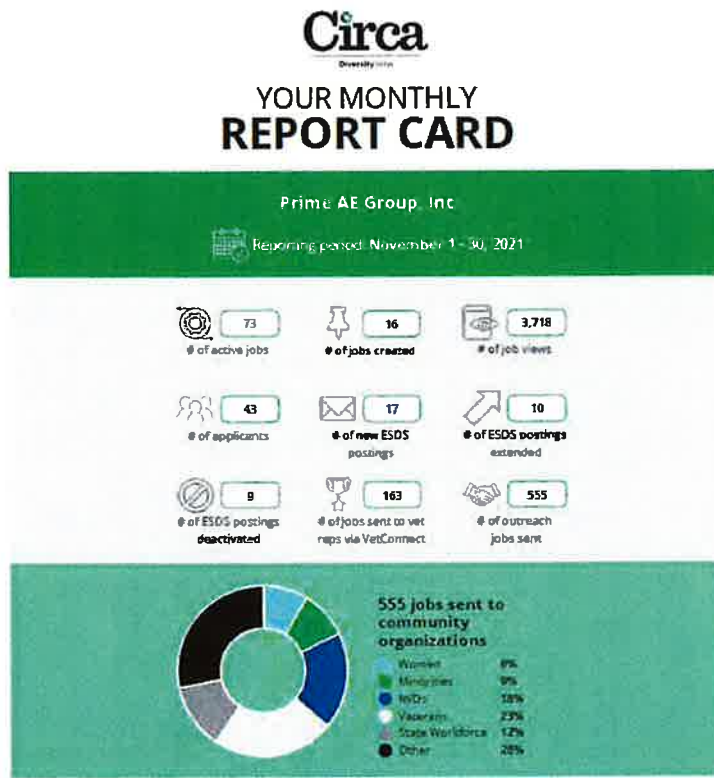
- Prior to enrolling in a course, the employee must provide their manager with information about the course for which they would like to receive reimbursement and discuss the job-relatedness of the continuing education.
- A tuition reimbursement request form should be completed by the employee, and the appropriate signatures obtained. An employee must complete a Tuition Reimbursement Form for each course in which they wish to enroll. The reimbursement covers tuition only.
- A copy of the tuition reimbursement request form must be submitted to HR.
- Once the course is successfully completed, the employee should resubmit the original tuition reimbursement request form with the reimbursement section filled out, including appropriate signatures, as well as receipts and evidence of a passing grade or certification attached.
- The HR department will coordinate the reimbursement with the finance department.

## Exhibit 6

### ASSESSMENT OF OUTREACH- WOMEN AND MINORITIES

We partner with Circa for our sourcing and outreach efforts. Circa offers access to a vast a large network of 15,500 diverse community partners. Some of Circa's community partners include veterans, LGBTQ, individuals with disabilities, minorities and women, professional and industry organizations, construction and skilled trade associations and college students.

Below is an example of the monthly report card we receive from CIRCA representing where job postings and outreach efforts are focused and results are calculated.



**This page separates  
the EO11246 and  
Veterans/Rehab Plans.  
Please place in  
separate binders.**

AFFIRMATIVE ACTION PROGRAM  
FOR  
INDIVIDUALS WITH DISABILITIES  
AND FOR  
PROTECTED VETERANS  
AT  
Prime AE Group, Inc. - Central

**Central Region (OH, KY & FL)**

For the Period

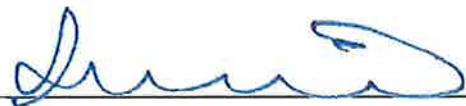
November 1, 2021 through October 31, 2022

Program Completed By: Pam Butziger, Chief People Officer



\_\_\_\_\_  
(Signature)

Program Read and Approved By: Selvakumar Buvanendaran, President



\_\_\_\_\_  
(Signature)

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## SECTION I



**Baltimore Office**  
5521 Research Park Drive | Suite 300 | Baltimore, Maryland 21228  
P: 410.654.3790 | F: 410.654.3791

### COMMITMENT TO EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of Prime AE Group, Inc. not to discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity or sexual orientation, national origin, age, marital status, genetic information, disability, or because he or she is a protected veteran. It is also the policy of Prime AE Group, Inc. to take affirmative action to employ and to advance in employment, all persons regardless of race, color, religion, sex, gender identity or sexual orientation, national origin, age, marital status, genetic information, disability, or protected veteran status, and to base all employment decisions only on valid job requirements. This policy shall apply to all employment actions, including but not limited to recruitment, hiring, upgrading, promotion, transfer, demotion, layoff, recall, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship, at all levels of employment.

Employees and applicants of Prime AE Group, Inc. will not be subject to harassment on the basis of race, color, religion, sex, gender identity or sexual orientation, national origin, age, marital status, genetic information, disability, or because he or she is a protected veteran. Additionally, retaliation, including intimidation, threats, or coercion, because an employee or applicant has objected to discrimination, engaged or may engage in filing a complaint, assisted in a review, investigation, or hearing or have otherwise sought to obtain their legal rights under any Federal, State, or local EEO law is prohibited.

As President of Prime AE Group, Inc., I am committed to the principles of Affirmative Action and Equal Employment Opportunity. In order to ensure dissemination and implementation of Equal Employment Opportunity and affirmative action throughout all levels of the company, I have selected the Chief People Officer, as the Equal Employment Opportunity (EEO) Manager for Prime AE Group, Inc. One of the EEO Manager's duties will be to establish and maintain internal audit and reporting systems to allow for effective measurement of the company's programs.

In furtherance of Prime AE Group, Inc. policy regarding Affirmative Action and Equal Employment Opportunity, the company has developed a written Affirmative Action Program which sets forth the policies, practices and procedures that Prime AE Group, Inc. is committed to in order to ensure that its policy of nondiscrimination and affirmative action is accomplished. This Affirmative Action Program is available in the Human Resources office for inspection by any employee or applicant for employment upon request, during normal business hours. Interested persons should contact the Chief People Officer for assistance.

If you are a disabled individual or covered veteran and would like to be considered under these programs, please let your immediate supervisor or department head know. Although giving this information is voluntary, such a disclosure by you will enable Prime AE Group, Inc. to further assist you in an appropriate manner concerning your employment. Be assured that your willingness to provide such information will in no way result in adverse treatment. Information obtained concerning employees will be kept confidential, except that (1) supervisors and department managers may be informed regarding restrictions on the work or duties of disabled employees and disabled veterans and regarding necessary accommodations, and (2) first aid personnel may be informed, when and to the extent appropriate, if a disability might require emergency treatment, and (3) government representatives investigating compliance with federal and state laws shall be informed, as necessary.

We request the support of all employees in accomplishing Equal Employment Opportunity.

A handwritten signature in blue ink, appearing to read "Selvakumar Buvanendaran".

Selvakumar Buvanendaran, President

November 1, 2021

## SECTION II INSPECTION OF AFFIRMATIVE ACTION PROGRAM

Prime AE Group, Inc. - Central has developed a written Affirmative Action Program which sets forth the policies, practices and procedures that Prime AE Group, Inc. - Central is committed to in order to ensure that its policy of nondiscrimination and affirmative action is accomplished. This Affirmative Action Program is available in the Human Resources office for inspection by any employee or applicant for employment upon request, during normal business hours. Interested persons should contact the Chief People Officer for assistance.

### SECTION III INVITATION TO SELF-IDENTIFICATION

Prime AE Group, Inc. - Central is inviting applicants to identify as a protected veteran status at the applicant stage in the hiring process. Individuals are offered another opportunity to self-identify following an offer of employment. The self-identification forms are also made available generally so that an employee may voluntarily identify as an individual with a disability and/or protected veteran at any time.

The Company has invited each of its employees to voluntarily identify as an individual with a disability. Prime AE Group, Inc. - Central acknowledges that another invitation to identify shall be extended at five year intervals and at least once during the intervening years, the Company must remind their employees that they may voluntarily update their disability status.

The form of the invitation indicates that identification may be made now or at any time in the future. The invitation states that the information is voluntary and will be kept confidential and will be used in a manner consistent with law. The invitations are included in the Exhibit section.

The Company will maintain a separate file on persons who have self-identified and will provide that file to the OFCCP upon request.

SECTION IV  
DISSEMINATION OF POLICY

INTERNAL DISSEMINATION OF POLICY

Prime AE Group, Inc. will disseminate this Affirmative Action Policy internally in the following ways:

1. The Company's policy manual and/or employee handbook contains its corporate EEO/AAP Policy, which covers individuals with disabilities, disabled veterans, and other eligible veterans.
2. The Company's EEO/AAP Policy is posted in all offices and on all employee bulletin boards. The company's policy includes an "Invitation to Identify" addressed to individuals with disabilities and protected veterans is posted on all employee bulletin boards and in the Human Resources Office and/or Lobby.
3. The Company periodically informs all employees of its commitment to engage in affirmative action to increase employment opportunities for qualified individuals with disabilities, qualified disabled veterans, and other eligible veterans. This may include scheduling meetings with management employees or all employees to discuss policy and to explain individual responsibilities.
4. The Company's Policy and the existence of the Affirmative Action Program are discussed in new employee orientation meetings and in management training programs.
5. Management and other employees engaged in employment, placement, and transfer or promotion processes receive additional training on applicable opportunity laws for the disabled and protected veterans. Our AAP is covered in depth with employees who work in Human Resources.
6. The Company will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

EXTERNAL DISSEMINATION OF POLICY

7. Prime AE Group, Inc. - Central has sent written notification of company policy related to its affirmative action efforts to all subcontractors, including subcontracting vendors and suppliers, requesting appropriate action on their part.
8. Prime AE Group, Inc. - Central enlists the assistance and support of recruiting sources who are capable of referring qualified individuals with disabilities, disabled veterans, and protected veterans for employment opportunities with the company.
9. Prime AE Group, Inc. - Central has updated its contracts and/or purchase orders to include the references to affirmative action under Section 503, VEVRAA, females and minorities if applicable.

10. Newspaper advertisements and other recruiting communications carry the tag line, "PRIME AE Group is committed to equal employment opportunity regardless of race, color, ancestry, religion, sex, national origin, sexual orientation, age, citizenship, marital status, disability, gender identity or Veteran status"

## SECTION V RESPONSIBILITY FOR IMPLEMENTATION

The President has the overall responsibility for the Program. The Chief People Officer is designated as the EEO Manager/Coordinator and is responsible for implementing, monitoring, and administering the Program.

Implementation of this program has the support of top management. Among other things, the Chief People Officer will:

- Develop policy statements, affirmative action programs, and internal and external communication techniques, including discussions with managers, supervisors, and employees to ensure that the company policy is being followed.
- Identify problem areas in the implementation of the affirmative action programs in conjunction with line management and develop solutions.
- Design and implement audit and reporting systems.
- Serve as liaison between the contractor and organizations by and for individuals with a disability, disabled veterans, and other eligible veterans.
- Serve as liaison between the contractor and enforcement agencies.
- Keep management informed of the latest developments in the affirmative action area.
- Arrange for career counseling as requested by known disabled workers and protected veterans.
- Advise supervisors that their work performance, including the prevention of harassment of employees placed through affirmative action efforts, is being evaluated on the basis of their affirmative action efforts, as well as on the basis of other criteria.

SECTION VI  
TRAINING OF PERSONNEL INVOLVED IN SELECTION

All personnel involved in the recruitment, screening, promotion, disciplinary, and related processes shall be trained to ensure that the commitments in the company's affirmative action programs are carried out.

## SECTION VII REVIEW OF PERSONNEL PROCESSES

Prime AE Group, Inc. - Central reviews its personnel processes to determine whether its present procedures ensure careful, thorough, and systematic consideration of the job qualifications of applicants and employees with known disabilities and protected veterans for job vacancies filled either by hiring or promotion and for all training opportunities. A review occurs annually when Company's Affirmative Action Plan is updated.

In determining the qualifications of veterans, Prime AE Group, Inc. - Central limits its consideration of the qualified protected veteran's military record, including discharge papers, to only that portion of the record which is relevant to the specific job qualifications for which the veteran is being considered.

Prime AE Group, Inc. - Central will modify its personnel processes when necessary and will include the development of new procedures in this Affirmative Action Program to ensure equal employment opportunity. In the event a decision or procedure is found to be contrary to the Company's commitment to equal employment opportunity, an additional review/investigation would be conducted to ensure discrimination has not taken place and modify personnel processes. Prime AE Group, Inc. - Central has the appropriate language on its career website/on-line applicant process offering disabled applicants an alternative to the on-line process.

The Company will make and retain a record of all accommodations undertaken which make it possible to place a protected veteran or disabled individual in a job.



## SECTION VIII REVIEW OF PHYSICAL AND MENTAL QUALIFICATIONS

To ensure that all physical and mental qualifications and requirements are job-related and promote equal employment opportunity for known protected veterans and individuals with disabilities, reviews are periodically made of the Company's physical and mental job qualifications and requirements as they relate to employment, training, promotion and demotion.

The company has reviewed the physical and mental qualifications of its jobs. None have requirements that tend to screen out qualified disabled individuals unless they are job related and consistent with business necessity. This review is done as position descriptions are created or updated. Any previously reviewed description will be reviewed again if there is a change in working conditions that effect the job's physical or mental requirements.

Information obtained about any applicant or employee's medical condition or history shall be collected and maintained on separate forms and in separate medical files.

These files will be treated as confidential except:

- Supervisors and managers may be informed regarding necessary restrictions on the work or duties of the applicant or employee and necessary accommodations;
- First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment; and
- Government officials engaged in enforcing the laws administered by OFCCP or enforcing the Americans with Disabilities Act shall be provided relevant information on request.
- Information obtained regarding the medical history or condition of any applicant or employee shall not be used for any purpose inconsistent with the law.

**SECTION IX**  
**UTILIZATION GOAL FOR INDIVIDUALS WITH DISABILITIES**  
**AND HIRING BENCHMARK FOR PROTECTED VETERANS**

Prime AE Group, Inc. - Central has invited current employees to identify as an individual with a disability. The Company has compared the utilization goal established by the OFCCP to the percentage of our workforce. Additionally, Prime AE Group, Inc. - Central; has collected applicant and hiring data for individuals with Disability. See Exhibits for the data and Utilization Goal Analysis.

Prime AE Group, Inc. - Central has prepared an Outreach Assessment describing our efforts to find qualified individuals with disabilities.

Prime AE Group, Inc. - Central has selected the Protected Veteran hiring benchmark established, published and updated annually on the OFCCP web site. Prime AE Group, Inc. - Central has collected applicant and hiring data for Protected Veterans and has compared the applicant versus hire ratio to the hiring benchmark established by the OFCCP. See Exhibits.

Prime AE Group, Inc. - Central has prepared an outreach assessment describing our efforts to find and hire qualified Protected Veterans. See Exhibits. The data shall be maintained for a period of three (3) years.

## SECTION X REASONABLE ACCOMMODATIONS

The Company will make reasonable accommodation to the known physical and mental limitations of an otherwise qualified individual, unless it can demonstrate that the accommodation would impose an undue hardship on the operation of its business. In determining the extent of the obligation, Prime AE Group, Inc. - East will consider business necessity and financial costs and expenses, among other factors.

### Employee Request for Accommodation Form

The purpose of this form is to assist in determining whether, or to what extent, a reasonable accommodation for an employee with a disability is required to perform one or more essential functions of their job safely and effectively. The employee must initiate this request for an accommodation. The information will be treated confidentially. To be eligible for a reasonable accommodation under the Americans with Disabilities Act, you must be qualified to perform the essential functions of your position with or without an accommodation, and have a qualifying disability that limits a major life function. **No purchase of equipment for accommodations can be made without approval from the Director of HR.**

Employee Name	Employee Phone:
Supervisor	Supervisor Phone
Department	Date
Please describe which major life activity your impairment limits.	
What are the essential job functions of this position? If needed, please attach the job description	
Describe how your condition limits your ability to perform the essential job functions of your job	
Identify possible accommodations that may enable you to perform the essential functions of the job	
How will these accommodations enable you to perform the essential functions of the job?	
Have you had any accommodations in the past for this same limitation?    YES    NO	
If yes, what were they?	
I give PRIME AE Group, Inc. permission to explore possible coverage and reasonable accommodations under the Americans with Disabilities Act of 1990 as amended. I understand all information obtained will be used in accordance with ADA confidentiality requirements	
Employee's signature	Date
<b>HR use only.</b>	
Accommodation request is    Approved    Denied    Modified	
If modified describe modification. If denied, give rationale.	
Date Employee Request for Accommodation Form Received	
Date Medical Inquiry Form Received.	
HR Director Signature	

PRIME AE Group, Inc. is an equal opportunity employer, which includes providing equal opportunity for protected veterans and individuals with disabilities and complies with the guidelines of the Americans with Disabilities Act.

01/2018

**Reset Form**

**SECTION XI**  
**PROHIBITED HARASSMENT**

The Company prohibits harassment of its employees on account of disability or Protected Veteran status. Any employee who believes himself or herself to have been harassed in violation of this policy is urged to bring this to the attention of their supervisor or the Human Resource manager immediately.

Any supervisor who witnesses such harassment or is otherwise informed of a violation of this policy is directed to bring this to the immediate attention of the Chief People Officer. Failure of a supervisor with such knowledge to promptly advise responsible company officials is grounds for discipline up to and including discharge.

The investigation of any such complaint shall be carried out promptly and shall involve only those persons with a need to know.

Any employee guilty of harassment or another employee on account of disability or veteran status is subject to discipline up to and including discharge, depending on the severity of the offense.

**SECTION XII**  
**MANDATORY JOB LISTING**

Listing of employment openings with the employment service system shall be made concurrently with the use of any other external recruitment source or effort.

Jobs will be listed with the local state employment office in the area where the job is located in a manner and format permitted by the appropriate State or local job service, so that it can access and use the information to make the job listings available to job seekers.

The Company will list all jobs except executive and top management jobs, those positions which will be filled from within our organization (including affiliates, subsidiaries, and parent), and temporary positions lasting three days or less.

The Company will treat referrals from the state employment service in the same way that it treats referrals from other sources. That is, such referrals may or may not be interviewed in the same way the company determines to interview applicants who are referred by other means.

### **SECTION XIII AUDIT AND REPORTING SYSTEM**

The Company has designated and implemented an audit and reporting system that:

- Measures the effectiveness of our program;
- Indicates any need for remedial action;
- Assists us in determining the degree to which our objectives have been obtained;
- Assists us in determining whether individuals with known disabilities have had the opportunity to participate in all company-sponsored educational, training, recreational, and social activities; and
- Measures our compliance with specific obligations.
- These are the responsibility of the Chief People Officer.

Where problems are identified, the company will undertake the necessary action to bring the program into compliance.

The Company retains all records relating to employment decisions, such as advertisements and postings, applications and resumes, interview notes, tests and test results, requests for accommodations, etc. for a period of three years from the date the record was made or the date of the selection decision, whichever occurs first.

**SECTION XIV  
OTHER MATTERS**

As required by applicable regulations, the Company:

- Will include the equal opportunity clause in each of our covered contracts and purchase orders as specified in Section 503 and VEVRAA.
- Will post in conspicuous places, available to applicants and employees, notices in the form prescribed by the Department of Labor which state the company's obligation under the law to refrain from discrimination and to engage in affirmative action with respect to individuals with disabilities, disabled veterans, and protected veterans.
- Will not, when employing or promoting protected veterans, reduce the amount of compensation offered because of any disability income, pension, or other benefit the applicant or employee receives from another source.
- Will not deny a qualified individual with a disability equal access to insurance or subject such individual to different terms or conditions of insurance based on disability alone, if the disability does not pose increased risks.

**Section XV  
Exhibits**

**List of All Supporting Exhibits**

Exhibit

- 1 EEO Self-Identification Form for Applicants
- 2 Analysis for Individuals with a Disability
- 3 Analysis for Protected Veterans
- 4 Assessment of Outreach
- 5 Employee Accommodation Request Log



**Exhibit 1**

**EQUAL EMPLOYMENT OPPORTUNITY INFORMATION FORM**

Prime AE Group, Inc. is an equal opportunity employer that is committed to a program of recruitment of females, minority group members, individuals with disabilities, and qualifying veterans. In order to comply with governmental reporting requirements, we request that you supply the information below. This information is voluntary and will in no way effect the processing of your application or your consideration for employment. This form should be submitted with the employment application, but will be processed separately and used for statistical purposes only. Please fill in the information requested and check all items that apply to you. Thank you for your cooperation.

APPLICANT'S NAME: _____ DATE: _____	
POSITION APPLIED FOR: _____	
GENDER: <input type="checkbox"/> Male <input type="checkbox"/> Female	
<input type="checkbox"/> Hispanic or Latino  <b>If not Hispanic or Latino:</b> <input type="checkbox"/> White (Not Hispanic or Latino)  <input type="checkbox"/> Black or African American (Not Hispanic or Latino)  <input type="checkbox"/> Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)  <input type="checkbox"/> Asian (Not Hispanic or Latino)  <input type="checkbox"/> American Indian or Alaska Native (Not Hispanic or Latino)  <input type="checkbox"/> Two or More Races (Not Hispanic or Latino)	<p>Persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race</p> <p>Persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p>Persons having origins in any of the black racial groups of Africa.</p> <p>Persons having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.</p> <p>Persons having origins in any of the original peoples of the Far East, Southeast Asia, or Indian Subcontinent, including for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam</p> <p>Persons having origins in any of the original peoples of North and South America, (including Central America) and who maintain tribal affiliation or community recognition.</p> <p>All Persons who identify with more than one of the above races, excluding those who identify themselves as Hispanic or Latino.</p>
<input type="checkbox"/> I identify as one or more of the classifications of Protected Veteran listed on Page Two  <input type="checkbox"/> I am not a Protected Veteran	

Prime AE Group, Inc. is a Government contractor subject to the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended by the Jobs for Veterans Act of 2002, 38 U.S.C. 4212 (VEVRAA), which requires Government contractors to take affirmative action to employ and advance in employment: (1) disabled veterans; (2) recently separated veterans; (3) active duty wartime or campaign badge veterans; and (4) Armed Forces service medal veterans. These classifications are defined as follows:

- A "disabled veteran" is one of the following:
  - A veteran of the U.S. military, ground, naval or air service who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs; or
  - A person who was discharged or released from active duty because of a service-connected disability.
- A "recently separated veteran" means any veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty in the U.S. military, ground, naval, or air service.
- An "active duty wartime or campaign badge veteran" means a veteran who served on active duty in the U.S. military, ground, naval or air service during a war, or in a campaign or expedition for which a campaign badge has been authorized under the laws administered by the Department of Defense.
- An "Armed forces service medal veteran" means a veteran who, while serving on active duty in the U.S. military, ground, naval or air service, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985.

Protected veterans may have additional rights under USERRA—the Uniformed Services Employment and Reemployment Rights Act. In particular, if you were absent from employment in order to perform service in the uniformed service, you may be entitled to be reemployed by your employer in the position you would have obtained with reasonable certainty if not for the absence due to service. For more information, call the U.S. Department of Labor's Veterans Employment and Training Service (VETS), toll-free, at 1-866-4-USA-DOL.

If you believe you belong to any of the categories of protected veterans listed above, please indicate by checking the appropriate box on Page 1. As a Government contractor subject to VEVRAA, we request this information in order to measure the effectiveness of the outreach and positive recruitment efforts we undertake pursuant to VEVRAA.

## Exhibit 2

### ANALYSIS FOR INDIVIDUALS WITH A DISABILITY

**(Although numbers 1-6 are not required by the new regulations, this information is required if audited, so annual gathering & calculation of this data is recommended)**

(1) Applicants who self-identified as individuals with disabilities, or who are otherwise known to be individuals with disabilities: 81

(2) The total number of job openings (whether filled or not): 45

(3) The total number of jobs filled (including promotions, whether posted or not): 45

(4) The total number of applicants for all jobs: 1532

(5) The number of applicants with disabilities hired (promotions and hires-competitive only): 1

(6) The total number of applicants hired (promotions and hires-competitive only): 45

### UTILIZATION GOAL FOR INDIVIDUALS WITH A DISABILITY

Utilization Goal – 7%

Workforce Identifying as Disabled – 5.96%

Job Group#/ EEO-1 Category	Job Group#	Disabled %
101	Executives	13.33
102	Directors	0
103	Managers	4.76
201	Professionals 1	2.04
202	Professionals 2	5.26
203	Professionals 3	0
204	Professionals 4	0
301	Technicians	14.29
501/5	Administrative Support Workers	0
601/6	Craft Workers	22.22

### **Exhibit 3**

#### **ANALYSIS FOR PROTECTED VETERANS**

- (1) Applicants who self-identified as protected veterans: 79
- (2) The total number of job openings (whether filled or not): 45
- (3) The total number of jobs filled (including promotions, whether posted or not): 45
- (4) The total number of applicants for all jobs (including promotions, whether posted or not): 1532
- (5) The number of protected veteran applicants hired (promotions and hires-competitive only): 1
- (6) The total number of applicants hired (promotions and hires-competitive only): 45

#### **HIRING BENCHMARK FOR PROTECTED VETERANS**

Hiring Benchmark – 5.6%

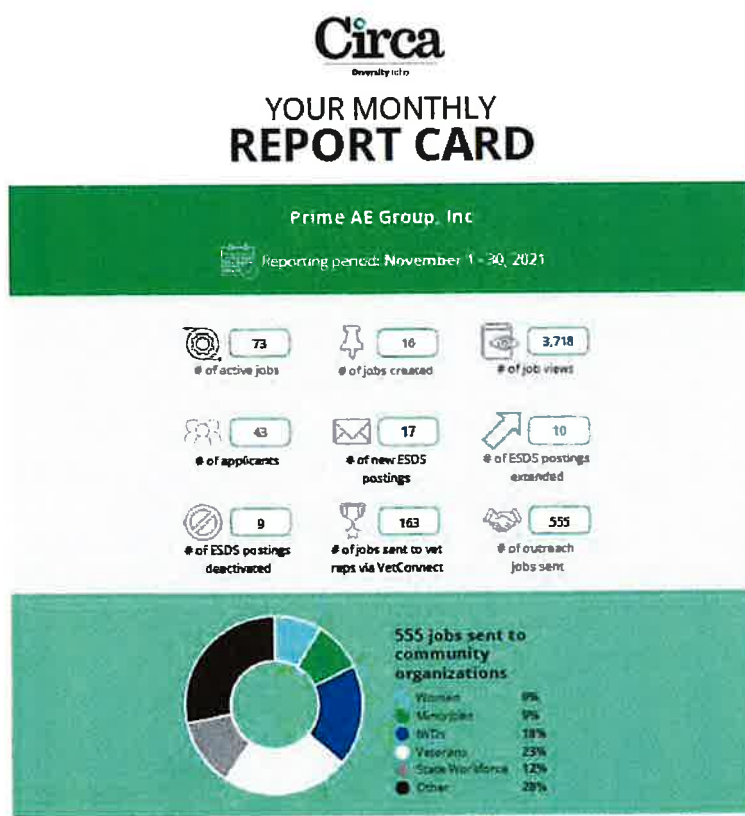
Protected Veterans Applicants Hired Compared to all applicants hired- 2%

## Exhibit 4

### ASSESSMENT OF OUTREACH - VETERANS AND INDIVIDUALS WITH DISABILITIES

We partner with Circa for our sourcing and outreach efforts. Circa offers access to a vast a large network of 15,500 diverse community partners. Some of Circa's community partners include veterans, LGBTQ, individuals with disabilities, minorities and women, professional and industry organizations, construction and skilled trade associations and college students.

Below is an example of the monthly report card we receive from CIRCA representing where job postings and outreach efforts are focused and results are calculated.



**Exhibit 5**

Employee Accommodation Request Log

Date of Request	Nature of Request	Resolution/Outcome
3/15/2020 - ongoing	Remote work / office guidelines for illness or caring for family members	Created and approved work from home accommodations for all employees when requested



[www.primeeng.com](http://www.primeeng.com)

**EXHIBIT D**

**FURTHER DESCRIPTION OF BASIC  
RESIDENT PROJECT REPRESENTATIVE (RPR)**



**LFUCG TASK ORDER NO. \_\_\_\_\_**  
**UNDER LFUCG AGREEMENT WITH \_\_\_\_\_ FOR**

---

**CONSULTANT**

**OWNER**

<b>Name</b>	_____	Lexington Fayette Urban County Government
<b>Street Address</b>	_____	125 Lisle Industrial Avenue, Suite 180
<b>City, State, Zip</b>	_____	Lexington, KY 40511
<b>Contact Person</b>	_____	Charles Martin
<b>Telephone</b>	_____	859-425-2400
<b>Fax</b>	_____	859-254-7787
<b>E-Mail</b>	_____	chmartin@lexingtonky.gov

**Task Order Date:** \_\_\_\_\_

**Task Name:** \_\_\_\_\_

**Task ID:** \_\_\_\_\_

**SCOPE OF WORK/DELIVERABLES**

**SCHEDULE OF WORK**

**FEE**

**ACCEPTED BY:**

**AUTHORIZED BY:**

\_\_\_\_\_  
Consultant's Authorized Signature

\_\_\_\_\_  
Owner's Authorized Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

*Two originals of this work order shall be executed by the Consultant and returned to the Owner. A fully executed copy will be returned to the Consultant.*