

## RESIDENT PROJECT AGREEMENT

**THIS IS AN AGREEMENT** made as of November 28<sup>th</sup> 2022 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and Vision Engineering, LLC, 128 E. Reynolds Rd, 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

CONSULTANT:

Vision Engineering, LLC.

BY:

*Linda Gorton*

LINDA GORTON, MAYOR



BY:

*Jihad Hillany*

Jihad Hillany, P.E., President/  
Principal

ATTEST:

*Mackenzie Stock*

URBAN COUNTY COUNCIL CLERK  
COMMONWEALTH OF KENTUCKY )

COUNTY OF FAYETTE )

The foregoing Agreement was subscribed, sworn to and acknowledged before me by  
Jihad Hillany, as the duly authorized representative for and on behalf  
of Vision Engineering on this the 21st day of November, 2022.

My commission expires: 11/25/2023.

*Jessica Piercefield* # 635938  
NOTARY PUBLIC

Jessica Piercefield # 635938  
NOTARY PUBLIC  
STATE AT LARGE  
KENTUCKY  
MY COMMISSION EXPIRES NOVEMBER 25, 2023

**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: \_\_\_\_\_

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
<b>Administrators</b>																	
<b>Professionals</b>																	
<b>Superintendents</b>																	
<b>Supervisors</b>																	
<b>Foremen</b>																	
<b>Technicians</b>																	
<b>Protective</b>																	
<b>Para-</b>																	
<b>Office/Clerical</b>																	
<b>Skilled Craft</b>																	
<b>Service/Maintena</b>																	
<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: \_\_\_\_\_

Complete Address: \_\_\_\_\_  
Street City Zip

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_

**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 MWBDE 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 MWBDE 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 Bynes	<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@nwbooc.org">janet@nwbooc.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 # \_\_\_\_\_

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.				
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.

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

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

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

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



**LFUCG MWDBE SUBSTITUTION FORM**

**Bid/RFP/Quote Reference # \_\_\_\_\_**

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to 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.					
2.					
3.					
4.					

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**MWDBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # \_\_\_\_\_

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

(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.

\_\_\_\_\_  
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 MWDDBE 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 #** \_\_\_\_\_

**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

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.

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

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

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

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



## LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # \_\_\_\_\_

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.

\_\_\_\_\_ 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.

\_\_\_\_\_ Included documentation of advertising in the above publications with the bidders good faith efforts package

\_\_\_\_\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

\_\_\_\_\_ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

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

\_\_\_\_\_ 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.

\_\_\_\_\_ 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.

\_\_\_\_\_ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

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

\_\_\_\_\_ 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

\_\_\_\_\_ 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.

\_\_\_\_\_ 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.

\_\_\_\_\_ 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.

\_\_\_\_\_ 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

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

\_\_\_\_\_ 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.

\_\_\_\_\_  
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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
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**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/17/2022

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

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

<b>PRODUCER</b> Walker Professional Insurance PO BOX 55  Carmel IN 46082		<b>CONTACT NAME:</b> Holly Gill-Gaither <b>PHONE (A/C, No, Ext):</b> (317) 759-9321 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Certificate@WalkerProfessional.com	
<b>INSURED</b> Vision Engineering, LLC 128 E Reynolds Rd # 150 Suite 150 Lexington KY 40517		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Casualty Ins Co NAIC # 29424 <b>INSURER B:</b> Sentinel Insurance Co, Ltd 11000 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	


**COVERAGES**      **CERTIFICATE NUMBER:** 22-23 Master      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			36SBABE3328	08/24/2022	08/24/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			36SBABE3328	08/24/2022	08/24/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			36SBABE3328	08/24/2022	08/24/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	36WECBQ8497	02/15/2022	02/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

General Liability, Automobile Liability and Umbrella Liability provides for additional insured when agreed by written contract or agreement. General Liability and Automobile Liability is provided on a primary, non-contributory basis when agreed by written contract or agreement. General Liability and Automobile Liability includes a waiver of subrogation when agreed by written contract or agreement. 30 days notice of cancellation, except for non-payment, shall be provided to the certificate holder. General Liability includes Contractual Liability per the terms of the policy. Umbrella is follow form per the terms of the policy.

<b>CERTIFICATE HOLDER</b>  Lexington-Fayette Urban County Government 200 East Main Street  Lexington KY 40507	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/9/2022

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

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

<b>PRODUCER</b> AssuredPartners of Washington, LLC 19689 7th Ave NE. Ste 183 PMB #369 Poulsbo WA 98370	<b>CONTACT NAME:</b> Julia Ardon	
	<b>PHONE (A/C, No, Ext):</b> 360-626-2956	<b>FAX (A/C, No):</b> 360-626-2956
	<b>E-MAIL ADDRESS:</b> julia.ardon@assuredpartners.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Hudson Insurance Company	
	<b>NAIC #</b> 25054	
<b>INSURED</b> Vision Engineering, LLC 128 E. Reynolds Road, Ste 150 Lexington KY 40517	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	
	<b>INSURER G:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 110027882

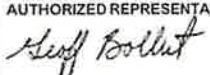
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab. Claims Made		PRB 06 19 113608	3/5/2022	3/5/2023	Per Claim Aggregate \$1,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Additional Insured Status is not available on Professional Liability Policy.

**CERTIFICATE HOLDER****CANCELLATION**

Lexington-Fayette Urban County Government 200 East Main Street Lexington KY 40507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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**EXHIBIT C**

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

VISION ENGINEERING, LLC

# PROPOSAL

**LFUCG RFP #47-2022**

**RESIDENT PROJECT REPRESENTATIVE  
RPR SERVICES-RESIDENT INSPECTION**

Prepared For:



**LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT**

200 E Main St  
Lexington, KY 40507



RFP #47-2022  
August 23, 2022  
Brian Marcum  
200 East Main Street  
Lexington, KY 40507

Dear Mr. Marcum –

Thank you for the opportunity to submit this proposal for Resident Project Representative (RPR) Services-Resident Inspection RFP #47-2022 . Inside you will find information about our company and our experience with LFUCG and other municipalities. We look forward to the possibility of our continued relationship with the Lexington-Fayette Urban County Government.

Our mission as a team is to provide our clients with unsurpassed engineering services by producing innovative work while completing projects on time and within budget. We are capable of fully servicing all LFUCG needs.

Vision Engineering team members, Odus Baker, and Tom Lambdin have completed numerous projects for LFUCG and other municipalities. Our experience with LFUCG related RPR projects dates to 2013. Our work relationship has been very successful to achieve the objective of every project that LFUCG has tasked us with.

Thank you for your time and consideration. We look forward to further discussing our proposal with the Lexington-Fayette Urban County Government. Our attached proposal shares all the details, but if you require any further information or clarification of any of the elements of our proposal as you consider your options, feel free to contact me at any time via phone or email.

Jihad Hallany, PE, PhD  
President | Principal  
Vision Engineering  
[p] 859.559.0516  
[e] jhallany@visionengr.com

## About Us

Vision Engineering is local DBE firm located in Lexington since 2003 specializing in water resources, civil, geotechnical engineering and surveying. Since inception, Vision Engineering has been involved in a variety of innovative projects in the areas of sanitary sewer design and inspections.

Our team had been selected by LFUCG Division of Water Quality on numerous RPR projects and we have currently completed tens of thousands of linear feet of sanitary sewer and gravity lines survey, design, easement acquisition, bidding, inspections and construction administration.



## Our Philosophy

Working with our clients is as important to us as the product. We believe that the clarity of the process ultimately determines the level of quality that we as a team can achieve and that communication is the key to success. We establish tasks within the project schedule while defining decision points and milestones in ways that constantly address time and required efforts.

Commitment to our client is our number one priority. Our goal is to build and maintain long-term relationships based on honesty, trust, and integrity. We assure each client with innovative and cost-effective solutions.

The consistent quality of our performance has led our clients to entrust us with repeat projects. This is a result of our approach to problem solving and our recognition that each project is unique. We apply thoughtful application to the specific needs of each client, each project, every time.

## Our Team



**Jihad Hallany, PE, PhD**  
President | Principal - In - Charge  
23 Years Experience



**Rich Newton, PLS**  
Director Of Land Surveying  
30 Years Experience



**Odus Baker**  
RPR Inspector  
13 Years Experience



**Tom Lambdin**  
Senior Inspector  
11 Years Experience

Our team members that will be dedicated to LFUCG RPR projects will be under the direct leadership of Odus Baker and Tom Lambdin. Mr. Baker has dedicated his full attention to RPR projects for LFUCG since 2013. Mr. Lambdin has completed many RPR projects for LFUCG.








# LFUCG Projects

Vision Engineering has had the privilege of being selected by LFUCG to conduct various RPR projects since 2013 and has performed all the required tasks that outline the RFQ process for the following projects:

	PROJECT	LFUCG #	SCOPE OF WORK
	Liberty Road	#70-2021	Replacement and installation of 20 LF of 6" lateral sewer, 46 LF of 8", 2737 LF of 21", 372 LF of 24", and 1936 of LF 27" sewer and appurtenant structures, 33 manholes, 450 LF of 36" tunnelling, and 1 creek crossing
	Wolf Run Trunk Sewer D, E	#132-2020	"Replacement and installation of 305 LF of 36", 2400 LF of 30", and 120 LF of 12" sewer pipe, 3250 LF of 27", 1150 LF of 24", 130 LF of 18", 200 LF of 10", and 50 LF of 8" gravity sewer and appurtenant structures "
	UK Trunk C, D, E	#89-2019	Construction of 205 LF of 8", 71 LF of 10", 94 LF of 12", 25 LF of 15", 80 LF of 18", 4208 LF of 21", 1822 LF of 24", 1898 LF of 27", and 595 LF of 30" sanitary pipe, 67 manholes between 4-6' diameter. Project also included erosion control measures, pavement removal/replacement/stripping, sanitary lateral connection, manhole removal/abandonment, boring operations, steel encasement, utility service replacements, and the safe loading of pipes
	West Hickman Trunk D	#4-2018	Construction of 1190 LF of 54", 2700 LF of 48", 15 LF of 27", 200 LF of 24", 15 LF of 18", 1160 LF of 12", 20 LF of 10", and 360 LF of 8" sanitary sewer, 41 manholes, 4 tunnels beneath W Hickman Creek or tributaries thereof measuring 420 LF of 60", 125 LF of 72", 170 LF of 60", and 230 LF of 24"
	Shandon Park, Winburn, Thoroughbred Acres Trunk Phase I	#161-2017	Construction of 5000 LF of 24", 1600 LF of 15", 5800 LF of 12" and two bored and jacked casing pipes under Interstate 75
	Lower Griffin Gate	#142-2016	Construction of 17 manholes ( 13 - 5' diameter, 3 - 6' diameter, 1 - 8' diameter, 100 LF of 15", 1988 LF of 21", 2172 LF of 30" gravity sewer
	West Hickman Trunk B, C	#103-2016	Construction of 3561 LF of 60", 3424 LF of 54", 602 LF of 48", 288 LF of 42", 247 LF of 36", 37" of 24", 50 LF of 18", 284 LF of 10", and 163 LF of 8" sanitary sewer, 36 manholes, 2 structures of 12'x6', 3 crossings of West Hickman, 1 crossing unnamed tributary of W Hickman, 18 manholes abandoned, safe load 624 LF of 48"and 42" RCP

## LFUCG Projects

	PROJECT	LFUCG #	SCOPE OF WORK
	Newtown Pike Ext. (Testing Only)	#4-2015	Document testing of 2512 LF of 10", 1556 LF of 18", 1121 LF of 27", 74LF of 30", 386 LF of 42" gravity sewer, and 52 manholes
	Woodhill Trunk Sewer Replacement	#4-2015	Construction of 70 LF of 8", 10 LF of 10", 15 LF of 12", 205 LF of 18", 615 LF of 24", 715 LF of 24", 1225 LF of 27", 1395 LF of 30" gravity sewer, 230' - 36" jack and bore, 230' - 42" jack and bore
	Idle Hour	#100-2014	Construction of 2287 LF of 21", 195 LF of 10", 710 LF of 8" gravity sewer, 34 manholes ( 26-4" diameter, 4-5' diameter, 4-6' diameter)
	East Lake Trunk Sewer Replacement	#99-2013	Construction of 1163 LF of 21", and 783 LF of 18" gravity sewer, 10-4' manhole, 1-8' manhole
	Century Hills Trunk Sewer Replacement	#22-2013	Construction of 3340 LF of 8", 15", 18" 21", and 24" gravity sewer, 240' of 30" jack and Bore, 170' 36" jack and bore, 23 manholes ( 19-4' diameter, 2-5' diameter, 1-6' diameter, 1-8' diameter

## Other Sanitary Sewer Non-RPR Projects

	PROJECT	DATE	SCOPE OF WORK
	Derby City Gaming and Racing	Present	Replacement of 2100 LF of existing 8" and the construction of new 8" sanitary sewer
	Fountains of Palomar	2021	Sewer design and inspections, and construction of 2900 LF of 10" sanitary sewer
	Oak Grove Gaming and Racing	2018 - 2020	Construction of 10800 LF of 10" and 8" sanitary sewer, design, and inspection
	Turfway Gaming and Racing	2020	Construction of 5300 LF of 10" and 8" sanitary sewer





# Lexington-Fayette Urban County Government

## Request for Proposals

---

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.*

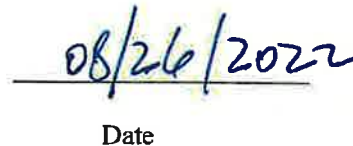
*13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.*

*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.

  
Signature

  
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

- local →

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, Jihad Hallany, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Jihad Hallany and he/she is the individual submitting the proposal or is the authorized representative of VISION ENGINEERING LLC, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

**Continued on next page**

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

Further, Affiant sayeth naught.

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

COUNTY OF Fayette

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

by Jihad Hallany on this the 24<sup>th</sup> day  
of August, 2022

My Commission expires: 11/25/2023

Jessica Piercefield  
NOTARY PUBLIC, STATE AT LARGE

Jessica Piercefield # 635938  
NOTARY PUBLIC  
STATE AT LARGE  
KENTUCKY  
MY COMMISSION EXPIRES NOVEMBER 25, 2023

## 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.*

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature

VISION ENGINEERING LLC  
Name of Business

**WORKFORCE ANALYSIS FORM**

Name of Organization: VISION ENGINEERING, LLC

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	1																1
Professionals	9	7								1				1			9
Superintendents																	
Supervisors	2	2															2
Foremen																	
Technicians	6	5								1							6
Protective																	
Para-																	
Office/Clerical	1		1														1
Skilled Craft																	
Service/Maintena																	
<b>Total:</b>																	

Prepared by: DONNA SALVATORE ADMINISTRATOR Date: 08/24/2022  
 (Name and Title)

**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: VISION ENGINEERING, LLC.

Complete Address: 129 E REYNOLDS RD STE 150 Lexington 40517  
Street City Zip

Contact Name: Jihad Halkany Title: PRESIDENT

Telephone Number: 859 559 0510 Fax Number: \_\_\_\_\_

Email address: jhalkany@visionengr.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 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 define by 49 CFR subpart 26.

***Certified Minority Business Enterprise (MBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. 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:ttvra@commercelexington.com">ttvra@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 Bynes	<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@orwbc.org">smixon@orwbc.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:lavozdekv@yahoo.com">lavozdekv@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. Vision Engineering	DBE	100%	100%	100%
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.

Vision Engineering  
Company

08/26/22  
Date

[Signature]  
Company Representative

President  
Title





**LFUCG MWDBE SUBSTITUTION FORM**

**Bid/RFP/Quote Reference #** \_\_\_\_\_

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to 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.					
2.					
3.					
4.					

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

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

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

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

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



**MWDBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # \_\_\_\_\_

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

(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.

\_\_\_\_\_  
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 MWDDBE 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.

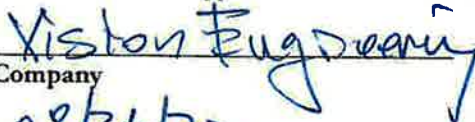
Bid/RFP/Quote # \_\_\_\_\_

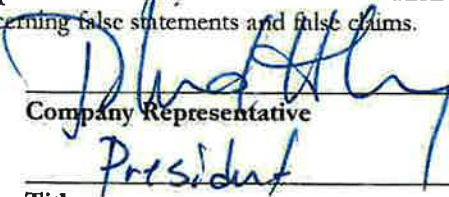
Total Contract Amount Awarded to Prime Contractor for this Project \_\_\_\_\_

Project Name/ Contract #	Work Period/ From: <span style="float: right;">To:</span>
Company Name:	Address:
Federal Tax ID:	Contact Person:

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.

  
 \_\_\_\_\_  
 Company  
 08/26/22  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Company Representative  
 President  
 \_\_\_\_\_  
 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.

\_\_\_\_\_ 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.

\_\_\_\_\_ Included documentation of advertising in the above publications with the bidders good faith efforts package

\_\_\_\_\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

\_\_\_\_\_ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

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

\_\_\_\_\_ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE 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.

\_\_\_\_\_ 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.

\_\_\_\_\_ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

\_\_\_\_\_ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

\_\_\_\_\_ 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

\_\_\_\_\_ 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.

\_\_\_\_\_ 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.

\_\_\_\_\_ 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.

\_\_\_\_\_ 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

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

\_\_\_\_\_ 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.

VISION engineering, LLC  
Company  
08/26/2022  
Date

Phil Henry  
Company Representative  
President  
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

08/26/22  
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.

### **AFFIRMATIVE ACTION PLAN**

Company Name: Vision Engineering, LLC

Address: 128 E. Reynolds Rd Ste 150

City/State/Zip: Lexington, KY 40517

Area Code/Phone Number: (859) 559-0516

Area Code/Fax Number: \_\_\_\_\_

Contact Person: Jihad Hallany, Principal | President

### **AFFIRMATIVE ACTION POLICY STATEMENT**

It is the policy of this firm to assure that applicants are employed, and that employees are treated during employment, without regard to an individual's race, color, religion, sex, national origin or disability. Such action shall include: Employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training. This policy and practice applies to all persons.

This firm will implement, monitor, enforce and achieve full compliance with this Affirmative Action Policy Statement in conjunction with the applicable Federal and State laws, regulations executive orders and the EEO contract provisions, including but not limited to those listed below:

1. Civil Rights Act of 1964, as amended
2. Title 23 U.S.C. 140
3. Title 23 CFR Part 200 and 230
4. Title 49 C.F.R. Part 21 & 26
5. Governor's Executive Orders #3 and #17
6. Connecticut Fair Employment Practices Act
7. Americans with Disabilities Act of 1990
8. Public Act No. 91-58
9. Specific Equal Employment Opportunities Responsibilities
10. Required Contract Provisions Federal Aid Construction Contracts
11. A (76) Affirmative Action Requirements
12. Training Special Provision
13. Minority Business Enterprises as Subcontractors
14. Standard Federal Equal Employment Opportunity Construction Contract Specification
16. Nondiscrimination Act

In implementing this policy and ensuring that equal opportunity is being provided to protected class members, each time a hiring opportunity occurs this firm will contact and request referrals from minority and female organizations, referral sources, and media sources. All advertising will emphasize that the firm is "An Affirmative Action/Equal Opportunity Employer."

In order to substantiate this firm's efforts and affirmative actions to provide equal opportunity, the firm will maintain and submit, as requested, documentation such as referral request correspondence, copies of advertisements utilized and follow-up documentation to substantiate that efforts were made in good faith. This firm will maintain internal EEO/affirmative action audit procedures and reporting, as record keeping systems.

It is understood by me, my Equal Employment Opportunity Officer and my supervisory and managerial personnel that failure to effectively implement, monitor and enforce this firm's affirmative action program and/or failure to adequately document the affirmative actions taken and efforts made to recruit and hire minority and female applicants, in accordance with our affirmative action program in each instance of hire, will result in this firm being to recommit itself to a modified and more stringent affirmative action program prior to receiving approval. It is recognized that an approved affirmative action program is a prerequisite for performing services for the contracting agency.

Managers and supervisors are advised of their responsibilities to ensure the success of the program. The ultimate responsibility for the Affirmative Action Program rests with the Chief Executive Officer. However, the day-to-day duties will be coordinated by Donna Salvador, who has been designated the Equal Opportunity Officer of this firm. (Name / Title)

This Affirmative Action Plan has my whole-hearted support. In addition, each manager and supervisor, as well as all employees, are directed to aid in the development and implementation of the program and will be responsible for compliance to its objectives.

Jihad Hallary  
Signature of Chief Executive Officer

08/23/2022  
Date

### ASSIGNMENT OF RESPONSIBILITIES

The contractor/consultant shall designate a responsible official to monitor all employment related activity to ensure that the firm's EEO policy is being implemented.

I hereby appoint Donna Salvador as the Equal Employment Opportunity Officer of this firm.

#### Equal Employment Opportunity Officer

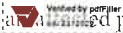
The contracting officers and equal opportunity officer (hereinafter referred to as the EEO Officer) shall have the responsibility for and must be capable of effectively administering and promoting an active program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

All members of the Company's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Company's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

The EEO Officer's responsibilities shall include the following:

1. Conduct periodic meetings of supervisory and personnel office employees upon hire and not less often than once every six months, at which time the equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the company EEO Officer or another knowledgeable company official.
2. All new supervisory of personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.
3. All personnel who are engaged in direct recruitment for the firm will be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring woman/minority group employees.
4. Develop, Implement and monitor progress in this firm's affirmative action plan.
5. Initiate and maintain contact with unions, recruitment sources and organizations servicing members of protected groups concerning the achievement of affirmative action requirements.
6. Place notices and posters setting forth the firms equal employment opportunity policy in areas accessible to employees, employment applicants and potential employees.
7. The equal employment opportunity policy and procedures to implement such policy will be brought to the attention of employees by meetings, employee handbooks, or other appropriate means.



8. The firm unless precluded by valid bargaining agreement will conduct systematic recruitment and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. The firm's EEO Officer will identify sources of potential; minority group employees and establish with such identified sources, procedures whereby minority group applicant may be referred to the firm for employment consideration.
9. In the event that the firm has a valid bargaining agreement providing for exclusive hiring hall referrals, you are expected to observe the provisions of that agreement to the extent that the system permits the firm's compliance with equal employment opportunity contract provisions.
10. If the firm relies in whole or in part upon unions as a source of employees, you will use your best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees.
11. The firm will periodically evaluate the spread of wages paid each classification to determine any evidence of discriminatory wage practices.
12. The firm will promptly investigate all complaints of alleged discrimination made to the firm.
13. The Company will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
14. The Company will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Company will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include  persons.

*Donna Salvador*  
 \_\_\_\_\_  
 EEO OFFICER SIGNATURE

08/23/2022  
 \_\_\_\_\_  
 DATE

*Jihad Hallany*  
 \_\_\_\_\_  
 CEO/PRESIDENT/OWNER SIGNATURE

08/23/2022  
 \_\_\_\_\_  
 DATE

### MATERNITY LEAVE POLICY

The purpose of Maternity Leave is to allow a pregnant employee reasonable time off from work on the basis that she is physically incapacitated, medically disabled and unable to perform her job.

The idea that an employee can be approved for several months of paid or unpaid Maternity Leave up to the labor contract limit simply because she is pregnant or has delivered a child is a misinterpretation and simply not true. The length of time which an employee is approved for Maternity Leave depends on the length of time she is medically disabled and can document the disability via a Medical Certificate.

Public Act No. 73-647, effective October 1, 1973 modifies Section 31-126 of the General Statutes and makes it an unfair employment practice:

“(g) for an employer, by himself or his agent, (i) to terminate a woman’s employment because of her pregnancy, (ii) to refuse to grant to said employee a reasonable leave of absence for disability resulting from such pregnancy, or (iii) to deny to said employee, who is disabled as a result of pregnancy, any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by said employer. Upon signifying her intent to return, such employee shall be reinstated to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits and other service credits, unless, in the case of a private employer, the employer’s circumstances have so changed as to make it impossible or unreasonable to do so.”

In accordance with this statute, the following policy and procedure shall be adopted to cover the disability situations resulting from pregnancy:

Disability is defined as the hospital stay and any period to time prior to and subsequent to delivery certified by the attending physician as that period of time when an employee is unable to perform the requirements of her job. Obviously, the period of disability will vary with the individual. Depending upon the circumstances, this certification may be reviewed by an approved state physician.

1. During the period of disability, sick leave shall be granted under exactly the same terms and conditions as any other disability.
2. Upon expiration of sick leave, the employee may request, and shall be granted, the use of vacation, personal time and earned time.
3. Upon expiration of paid leave, the employee must request, and shall be granted a leave of absence without pay with her position held. The total period of leave of absence without pay with position being held shall not exceed  $\frac{4}{4}$  months following the date of delivery. A request to continue on a leave of absence beyond this  $\frac{4}{4}$  month period must be in writing. If granted, the position may or may not be held for this extended period subject to the appointing authority’s decision.

All requests for leave under this policy must be submitted, in writing, to the appointing authority accompanied by an acceptable medical certificate. This request shall contain the following information:

- 1) The expected date of delivery;
- 2) Anticipated use of sick leave, vacation, personal leave and earned time;
- 3) Intentions of returning to work.

The rules and regulations governing the use and submission of medical certificates shall apply, except that the doctor’s original medical certificate shall be accepted for absence due to pregnancy disability up to four weeks after delivery. (Further absences will require additional medical certificates in accordance with normal procedures).

NOTE: Nursing of a child, per se, will not be considered disability for sick leave purposes. All leaves of absence without pay in excess of five (5) consecutive working days will be subject to the approval of the Chief Administrative Officer.

### COMPLAINT PROCEDURE

The Complaint Procedure will address discrimination complaints regarding race, color, religion, age, sex, marital status, physical disability (including, but not limited to blindness), criminal record, national origin or ancestry, mental disorder (or history thereof), from both current and prospective employees. These individuals have the right to make full utilization of this Complaint Procedure without jeopardizing in any way their current or prospective employee status.

The components of the Complaint Procedure are as follows:

- 1) The Equal Opportunity Employment Officer will receive all written complaints of discrimination. These may be direct from the employee or upon referral from a supervisor who has received a complaint from an employee.
- 2) All discrimination complaints filed under this procedure will be accepted for investigations up to and including thirty (30) days after the date of the alleged discriminatory act.
- 3) All complaints will be recorded on the "Notice of discrimination Complaint" form and signed by the complainant. At this time, the complainant will be counseled as to the other avenues of redress open to him/her; i.e., the complainant procedure of the Commission on Human Rights and Opportunities and/or the Connecticut Department of Transportation's Division of Contract Compliance.
- 4) The Division of Contract Compliance and the Transportation Commissioner will be notified of all complaints and the ultimate resolution of the complaint in future Affirmative Action Plan updates.
- 5) All complaints will be investigated and processed by President within thirty (30) days after their receipt.
- 6) The complainant will be notified, in writing regarding the results of the investigation and the final disposition of the complaint, including any proposed remedial action.
- 7) Should the complainant disagree with the decision, he/she can still avail him/herself of any, or all of the other avenues of redress previously explained (see #3).
- 8) In the event an employee wishes to bypass internal complaint procedure, they have the right to file directly to Federal EEOC (Equal Employment Opportunity Commission) and/or the (CHRO) Commission on Human Rights and Opportunities.
- 9) The Equal Employment Opportunity Officer will take the necessary steps to ensure the confidentiality of all Title VII complaint records and of any counseling done in the course of the complaint procedure.

**SEXUAL HARASSMENT  
POLICY STATEMENT**

It is the established policy of (Firm's Name Vision Engineering, LLC) to ensure equal employment opportunity and to prevent discrimination in all practices. Sexual Harassment is prohibited by the Connecticut Discriminatory Employment Practices Act (Section 46a-60(A)(8) of The Connecticut General Statutes) and Title VII of the Civil Rights Act, as amended (42 United States Code Section 2000e Et. Seq.).

Sexual Harassment is defined as "Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when (1) submission to such conduct is made whether explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment."

Sexual Harassment will **not** be tolerated by (Firm's Name) Vision Engineering, LLC and will be grounds for disciplinary action. We are committed to enforcing the relevant laws and regulations pertaining to Sexual Harassment.

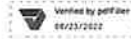
If you feel you have been discriminated against, contact:

Name/Title: Donna Salvador | EEO Officer

Address: 128 E Reynolds Rd Ste 150

City, State: Lexington, KY 40517

Tel: (859) 559-0516



Jihad Hallany

05/02/2022

Signature & Date



NAME OF FIRM Vision Engineering, LLC

FORM E.O. 41(874)-2

1. How many employees are in your employ?  
*(Please include all employees and company officials)*

Total Number Employed		Total White Employed		Total Minorities Employed		Total Black		Total Hispanic		Total Number American Indian or Alaskan Native Employees		Total Number Asian or Pacific Islander Employees	
Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
17	2	15	1	2									1

2. Provide the Name, Race, Sex, Employee Number or Identification, Job Classification and initial date of hire for each individual indicated in question #1 above.  
*(Please include all employees and company officials)*

3. It is a requirement that you list a minimum of four minority and female referral sources to be used as part of your normal recruitment procedures. These sources should have a large circulation among minorities and women, and should be used in each instance of hiring opportunity. Additionally, please list any unions under which you have current agreements. For each recruitment source, indicate name, address, phone number and contact. The referral sources should be applicable to the job opportunities you are recruiting for.

## Vision Engineering, LLC Affirmative Action Guide

(Initial Submission)

### Requesting an Affirmative Action Plan -

Any firm can request an Affirmative Action Plan if they plan to do business with the Connecticut Department of Transportation (ConnDOT). You may contact John L. Hayward in the Division of Contract Compliance to request your Affirmative Action Plan at 860-594-2164.

**Upon receipt of your Initial Affirmative Action Packet please follow these steps in completing the plan:**

CHECK  UPON COMPLETING EACH STEP

- Step 1:** Read the **STEPS TO AFFIRMATIVE ACTION** and keep this copy for your files.
- Step 2:** Read the **AFFIRMATIVE ACTION POLICY STATEMENT** and provide your company information such as name, address, phone number and contact person. At the end of the Policy Statement, enter the name of the individual that will be the designated Equal Opportunity Officer of your firm and ensure that the Chief Executive Officer provides a Signature and Date on the policy statement.
- Step 3:** Read the **ASSIGNMENT OF RESPONSIBILITIES** and enter the name of the Affirmative Action/Equal Employment Opportunity Officer appointed to your firm. Ensure **both** EEO Officer and CEO, President or Owner provides a Signature and Date on the form.
- Step 4:** Complete the **FORM E.O. 41(874) -2**

#### Question #1

- Enter the Total number of Females and Males employed at your firm
- Enter the Total White Female and Males Employed at your firm
- Enter the Total Minority Female and Males Employed at your firm

#### Self Check -

- The Total Black/Hispanic American Indian/Asian American is EQUAL to the Total Number of Minorities Employed
- The Total White Employed plus the Total Minorities Employed EQUAL the Total Number Employees

**Question #2**

- Provide a listing of all of the employees within your firm, and include the Name, Race, Sex, Employee Number or Social Security Number. (*Note: It is not necessary to include the social security number provided that you include an Employee unique identifier for each of your employees.*)

**Step 5: Complete the Company Data Sheet**

- List each Job Category within your firm under the Job Category List column. Then, enter the Total # of Employees for each Job Category following the Steps above.
- At the bottom of the Company Data Sheet add all of the Totals in each column and enter the Totals.

**Self Check –**

- The Totals at the bottom of the Company Data Sheet should equal the Totals listed on the E.O. 41 (874)-2.
- **Last New Hire Per Category Column** – Indicate the number of the Last New Hire for each Race Category, then enter the Date of the Last New Hire for each Race Category.

**Step 6: Review the Sample Maternity Leave Policy:**

The Sample Maternity Leave Policy is a guide used to either initiate or incorporate into your firms current Equal Employment Opportunity Policies. You must provide a copy of the Maternity Leave Policy for your firm.

Provide a time period(s) for Maternity Leave on Question #3.

**Step 7: Review the Sample Complaint Procedure:**

The Sample Complaint Procedure is a guide used to either initiate or incorporate into your firms current Equal Employment Opportunity Policies. You must provide a copy of the Complaint Procedure for your firm.

**Step 8: Review the Sexual Harassment is Illegal:**

The Sexual Harassment is Illegal Policy is a guide used to either initiate or incorporate into your firms current Equal Employment Opportunity Policies. You must provide a copy of the Sexual Harassment Policy for your firm.

Please be sure to enter the name of the Firms in which Sexual Harassment will not be tolerated and provide a signature and date on the policy.



## **Affirmative Action Plan Q&A Sheet**

**Q. Who is required to have a plan?**

A. Any firm wishing to do business with the Connecticut Department of Transportation (ConnDOT) must have an approved Affirmative Action Plan if the contract dollar amount is \$5,000 or more on 100% State Funded projects; and \$10,000 or more on Federally Assisted projects.

**Q. If you perform work for another State Agency, does ConnDOT's Affirmative Action Plan (DOT AA Plan) suffice?**

A. No, the Affirmative Action Plan required by the ConnDOT is specific only to ConnDOT.

**Q. Are out of state firms required to have an approved Affirmative Action Plan?**

A. Yes. The requirements are the same for in-state firms and out-of-state firms.

**Q. Are you required to have an approved Affirmative Action Plan prior to bidding?**

A. You are required to have a plan prior to award.

**Q. What is the difference between a New Hire and a Rehire?**

A. An employee that is terminated or hired after a full construction season is considered a New Hire. If an employee was laid off and rehired due to a normal seasonal shutdown or lack of work is considered a Rehire.

**Q. If the law prohibits firms from asking employees their race and gender, then how do we make that determination?**

A. It is the firm's responsibility to obtain information necessary for affirmative action reporting. It should be clear that the information will not be used for employment decisions and will be used for affirmative action reporting purposes only.

**Q. In completing the Complaint Data Sheet, what information is required?**

A. Please include any discrimination complaints filed against your firm regardless of the disposition. This includes any complaints filed through your internal process or with CHRO or EEOC.

**Q. When completing the Applicant Flow Data Sheet, what information is required?**

A. Please include any or all applicants applying for positions in your firm.

**Q. When must minority and female referral sources be used?**

A. Referral Sources must be used each time your firm determines a need to hire.

## STEPS TO AFFIRMATIVE ACTION

The contractor/consultant shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's/consultant's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor/consultant shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- 1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- 2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- 3) Maintain a current file of names, addresses and telephone numbers for each minority and female; off the street applicant, union referral, and recruitment source referral. Also include what action was taken with respect to each individual. If any individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred and not employed by the contractor, this shall be documented in the file with the reason, along with whatever additional actions the contractor may have taken.
- 4) The Company will advise employees and applicants for employment of available training programs and entrance requirements for each.
- 5) Provide immediate written notification to Connecticut Department of Transportation when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- 6) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources complied under step 2 above.
- 7) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where work is performed.
- 8) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initial start of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- 9) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media; specifically including minority and female news media, and providing written notification to discussing the firm's EEO policy with other contractors, subcontractors and subconsultants with whom the contractor does or anticipates doing business.
- 10) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and any test to be used in the selection process.
- 11) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
- 12) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60.3.
- 13) Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- 14) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and contractor's obligations, under these specifications, are being carried out.
- 15) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- 16) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- 17) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
- 18) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women, shall excuse the contractor's obligations under these specifications.
- 19) If the Company relies in whole or in part upon unions as a source of employees, it will use its best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions.
- 20) The Company will use its best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- 21) The Company will use its best efforts to incorporate an equal employment opportunity clause into each union agreement to the extent that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin, etc.

22) The Company is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Company. The Company shall so certify to the Connecticut Department of Transportation and shall set forth what efforts have been made to obtain such information.

23) In the event the union is unable to provide the Company with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Company will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex or national origin, etc. making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Company has a collective bargaining agreement, providing for exclusive referral, failed to refer minority employees). In the event the union referral practice prevents the Company from meeting the obligations pursuant to Executive Order 11246, as amended, and these provisions, such Company shall immediately notify the Connecticut Department of Transportation.

#### **Subcontracting**

- 1) The Company will use its best efforts to solicit bids from and to utilize minority group subcontractors, or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain a list of applicable Disadvantaged Business Enterprise firms from the Division of Contract Compliance.
- 2) The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.
- 3) The General Contract Provisions entitled "Minority Business Enterprises as Subcontractors" is made part of this document by reference and its requirements are applicable to all entities proposing to do business with the Connecticut Department of Transportation.

#### **Records and Reports**

- 1) For the duration of the project, the company will maintain records as are necessary to determine compliance with the Company's equal employment opportunity obligations and Affirmative Action requirements. Additionally, the company will submit all requested reports in the manner required by the contracting agency.

## DEFINITIONS

**AFFIRMATIVE ACTION** – Positive action, undertaken with conviction and effort, to overcome the present effects of past discriminatory practices, to achieve the full and fair participation of women and minorities in contract and employment opportunities, and to assure that qualified disadvantaged and minority business enterprises enter the economic mainstream of the state's economy. Additionally, affirmative action shall mean the responsibility of contractors to develop and implement strategies to achieve equality of contracting and employment opportunity as required by Federal and State law.

**AFFIRMATIVE ACTION PLAN** – A written positive management tool of a total equal opportunity program indicating the action steps for all organizational levels of a contractor to initiate and measure equal opportunity program progress and effectiveness.

**AGENCY** – The state or any political subdivision of the state other than a municipality.

**CONTRACT** – Any agreement, written or otherwise, between any person and an awarding agency for goods or services.

**CONTRACTOR** – A party to a contract with an awarding agency and includes a contractor's agents, successors, and any other present or future enterprise sharing one or more of the following characteristics with the contractor; (a) interlocking directorships; (b) interrelation of operations; (c) common management; (d) common control of labor relations; (e) common ownership of stock, equipment or materials; (f) common financial control of operations; or (g) any other factor evidencing such intermingling of affairs that it is unjust to recognize the separate existence of otherwise nominally independent entities. In addition to the foregoing, the word "contractor" shall include a subcontractor if the awarding agency is the State or if the contract is for a public works project.

**CORRECTIVE ACTION PLAN** – A contractor's unequivocal written and signed commitment outlining actions taken or proposed, with time limits and goals, where appropriate to correct, compensate for, and remedy each violation of equal opportunity as specified.

**DISCRIMINATION** – An act ( or action) whether intentional or unintentional through which a person in the United State, solely because of race, color, religious creed, age, sex, marital status, national origin or ancestry, sexual orientation, the request or requirement for genetic background information, present or past history of mental disorder, mental retardation, learning disability or physical disability, including but not limited to, blindness, prior conviction of a crime unless provisions of Conn. Gen Statutes 46a-60(b), 46a-81(b) are controlling or there is a bona fide occupational qualification excluding individuals in any of the protected groups, has been otherwise subjected to unequal treatment.

**DISCRIMINATION ON THE BASIS OF SEX** – includes, but is not limited to, discrimination related to pregnancy, childbearing capacity, sterilization, fertility or related medical conditions.

**EQUAL EMPLOYMENT OPPORTUNITY OFFICER** – A designee who has the responsibility and capability of effectively administering and promoting an active contractor program of equal employment opportunity and who has been delegated the authority and responsibility to do so.

**GOALS** – Shall be significant, measurable and attainable objectives with timetables for completion.

**GOOD FAITH** – Degree of diligence which a reasonable person would exercise in the performance of contract obligations

**GOOD FAITH EFFORTS** – Means, but is not limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

**GOOD FAITH DETERMINATION** – Shall include, but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts.

**LABOR ORGANIZATION** – Any organization which exists for the purpose, in whole or in part, of collective bargaining or of dealing with employers concerning grievances, terms or conditions of employment, or other mutual aid or protection in connection with employment.

**LEARNING DISABILITY** – Refers to an individual who exhibits a severe discrepancy between educational performance and measured intellectual ability and who exhibits a disorder in one or more of the basic psychological processes involved in understanding or in using language spoken or written, which may manifest itself in diminished ability to listen, speak, read, write, spell or do mathematical calculations.

**MINORITY** – Blacks (not of Hispanic origin), Hispanics, Asian, Pacific Islanders, and American Indians or Alaskan Natives.

**PUBLIC WORKS CONTRACT** – Any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

**RECOMMITMENT** – A written corrective action plan submitted by the contractor, in response to a determination of the firm's failure to establish and document the objectives of the affirmative action plan.

**SEXUAL HARASSMENT** – Any unwelcome sexual advances or requests for sexual favors or any conduct of sexual nature when (a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment (b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (c) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

**SEXUAL ORIENTATION DISCRIMINATION** – Having a preference for heterosexuality, homosexuality or bisexuality, having a history of such preference or being identified with such preference, but excludes any behavior which constitutes a violation of part VI of chapter 952 (P.A. 91-58).

**STATE** – The State of Connecticut, including each agency, department, board, commission or council thereof, but not any political subdivision of the state or a municipality.

**SUBCONTRACT** – Any agreement subordinate to another contract, written or otherwise, between a party to the original contract and one who is not a party to that contract.

**SUBCONTRACTOR** – A party to a contract with a prime contractor who has agreed to provide some or all of the goods and services the original contractor is required to provide.

**SUPPORT DATA** – Statistical data, books and records of account, personnel files and other materials and information regarding compliance with antidiscrimination and contract compliance statutes.

**TITLE VI (Civil Rights Act of 1964)** – Requires assurances from states that no person in the United States shall, on the grounds of race, color, or national origin, 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 assistance.



2022 WORKFORCE ANALYSIS FORM  
RFP#47-2022

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	1								1								1
PROFESSIONALS	9	7								1				1			9
SUPERINTENDENTS																	
SUPERVISORS	2	2															2
FOREMEN																	
TECHNICIANS	6	5								1							6
PROTECTIVE																	
PARA																	
OFFICE/CLERICAL	1		1														1
SKILLED CRAFT																	
SERVICE/ MAINTENANCE																	

PREPARED BY: DONNA SALVADOR | ADMINISTRATOR





128 E Reynolds Rd | Lexington | KY | 40517 | 859.559.0516 | www.visionengr.com

## 2022 HOURLY RATES

NAME	TITLE	REG. HOURLY RATE	OVERTIME RATE
ODUS BAKER	SANITARY SEWER - RPR	\$60.00	\$90.00
TOM LAMBDIN	SANITARY SEWER - RPR	\$60.00	\$90.00

## PROPOSAL FOR RPR REMEDIAL MEASURES PROGRAM

YEAR ONE	RATE	HOURS	DAYS	TOTAL
HOURLY RATE	\$60.00	40	5	\$2400.00

OVERTIME HOURLY RATE	\$90.00 / HOUR
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## Jihad Hallany, PhD, PE


PRINCIPAL-IN-CHARGE | PROJECT MANAGER

### Professional Engineer

Kentucky PE# 22838

Indiana PE# 10403666

Ohio PE# 69566

 859.559.0516

 jhallany@visionengr.com

 128 E Reynolds Rd Ste. 150

Lexington, KY 40517

 www.visionengr.com

### EDUCATION

**2009 | University of Kentucky**

**M.S. Biosystems &  
Agriculture Engineering**

Major focus in Storm Water, erosion, and sediment control systems design. Thesis topic "Evaluation of Passive Dewatering System for Small Storms using a Laboratory Sediment Basin". (Major advisor Dr. Richard Warner)

**1997 | University of Louisville**

**B.S. Civil Engineering, Water  
Resources and Structural**

### SPECIALIZATION

- Stormwater Management & Modeling
- Flood Plain Analysis
- GIS Application for Water Resource Engineering
- Sanitary Sewer Design and Modeling
- Utility Coordination
- Civil/Design

### PUBLICATIONS

- Basin Performance Comparison of Fixed Siphon and Perforated Riser Spillways with Runoff from Constructed Site" (2004)
- "Comparison of Utilizing Fixed Siphon and Perforated Riser Spillways for Sediment Retention from Active Surface Mine Lands" (2004)

### WORK EXPERIENCE

**Vision Engineering 2003 - Present**

**President | Principal - In - Charge**

Dr. Hallany has served as lead engineer of Vision Engineering since joining the firm in 2003. Vision Engineering is a multidiscipline firm specialized in planning, civil, water resources, traffic, geotechnical, landscape architect, and surveying. Dr. Hallany specialized in water resources, civil, and planning. Mr. Hallany has extensive experience in planning, design, construction of public and private development, as well as regulatory compliance.

### KEY PROJECTS

#### **West Hickman Trunk B | RMP: 2017-2018**

Served as a project manager and principal-in-charge for the replacement of approximately 3,900 linear feet of 48 inch RCP with 60 inch Hobas. Project begin at Veteran Pak and tie in point to West Hickman Trunk C at 4250 Clearwater Way. West Hickman Trunk B also included the replacement of approximately 600 linear feet of sewer line ranging in diameter from 8 inch to 48 inch. Scope of services included detail corridor survey for the project area, underground utilities location and depth, rock sounding, preliminary engineering design, final engineering design, easement acquisition, bidding, construction administration, RPR, and as-built survey. West Hickman B RMP project was completed on-time and under budget.

#### **West Hickman Trunk C | RMP: 2017-2018**

Served as a project manager and principal-in-charge for the replacement of approximately 3,600 linear feet of 42 inch RCP with 54 inch Hobas. Project began at tie in point to West Hickman Trunk B and extends to Belleau Wood Park. West Hickman Trunk C also included the replacement of approximately 800 linear feet of sewer line ranging in diameter from 8 inch to 24 inch. Scope of services included detail corridor survey for the project area, underground utilities location and depth, rock sounding, preliminary engineering design, final engineering design, easement acquisition, bidding, construction administration, RPR, and as-built survey. West Hickman C RMP project was completed on-time and under budget.



## Jihad Hallany, PhD, PE

PRINCIPAL-IN-CHARGE | PROJECT MANAGER

Professional Engineer  
Kentucky PE# 22838  
Indiana PE# 10403666  
Ohio PE# 69566

### KEY PROJECTS

#### **Oak Grove Gaming And Racing | Oak Grove, KY | 2018 - 2019**

Served as a project manager and principal-in-charge for 250.4 acres development which consists of 5/8 mile horse track, 200,000 square feet of entertainment facility, 128 unit hotel, 3,000 seats amphitheater, 60,000 square feet of riding arena, RV park, and 560 horse stalls. Scope of services include detail survey, underground utilities location and depth, rock sounding, preliminary engineering design, detail design, construction administration, resident inspector, and as-built survey for approximately 10,800 linear feet of 8 inch and 10 inch sanitary sewer and the replacement of 400 gallons per minutes pump stations.

#### **Ash Park Subdivision | Richmond, KY | 2018 - 2020**

Served as a project manager and principal-in-charge for the development of 160 acres of subdivision, which consist of 18 acres of apartments, 30 acres of duplex, and 112 acres of single family development. Scope of services include detail survey, rock sounding, preliminary engineering design, detail design, resident inspector, and as-built survey for approximately 13,400 linear feet of 8 inch sanitary sewer.

#### **4235 Harrodsburg Road Development | Lexington, KY | 2018 - 2020**

Scope of services include detail survey, underground utilities location and depth, rock sounding, preliminary engineering design, detail design, construction administration, resident inspector, and as-built survey for approximately 4,200 linear feet of 8 inch and 12 inch sanitary sewer.

#### **Red Mile Development | Lexington, KY | 2014 & 2019**

Extension of sanitary sewer to serve 1,100,000 square feet of mixed used development for an area of approximately 65 acres. Services included detail survey, utilities locations, final design, approval from LFUCG and Kentucky Division of Water, construction administration, for approximately 6,200 linear feet of 8 inch and 10 inch sanitary sewer and 550 gallons per minutes pump station and approximately 1,900 linear feet of 10 inch force main.

#### **Lansdowne Sanitary Sewer | RMP: 2017**


Served as a project manager and principal-in-charge for Lansdowne sanitary sewer. Scope of services include detail survey for approximately 2,000 linear feet of 18 inch sewer line and development of preliminary alignments for sanitary sewer line along Wilson Downing.




## Matt Carter, PE

**DIRECTOR CIVIL ENGINEERING | PROJECT MANAGER**

**Professional Engineer**  
**Kentucky PE# 21056**  
**Tennessee PE# 11444**  
**West Virginia PE# 19253**

 859.559.0516

 [mcarter@visionengr.com](mailto:mcarter@visionengr.com)

 128 E Reynolds Rd Ste. 150  
 Lexington, KY 40517

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

### EDUCATION

**1994 | University of Kentucky**  
**B.S. Civil Engineering with**  
**emphasis in structural engineering**

**1989 | University of Tennessee**  
**Bachelor of Arts in Urban Studies**

### WORK EXPERIENCE

**Vision Engineering 2005 - Present**  
**Project Manager**

Mr. Carter, P.E. is a project manager at Vision Engineering, LLC. As a project manager, he is responsible for overseeing the design, permitting, construction management, and administration for public and private, as well as civil / site projects. Typical projects of this nature involve the design of roadways, grading, erosion control, drainage, detention basins, sanitary sewers, pump stations, force mains, as well as project scheduling and construction administration.

### KEY PROJECTS

#### **Oak Grove Gaming And Racing | Oak Grove, KY | 2018-2019**

Served as the Project Manager for 250.4 acres development which consists of 5/8 mile horse track facility, 200,000 square feet of entertainment facility, 128 rooms hotel, 3,000 seats amphitheater, 60,000 square feet horse riding arena, RV park facility, and 110,000 horse stable facilities, and infrastructures. Storm water infrastructure consists approximately of 13,950 linear feet of storm sewers ranging in size from 12 inch to double 36-inch pipes, a network of 3,200 linear feet of channel, and approximately 39 acres-ft storage volume to compensate for 62.4 acres of additional impervious area. Sanitary sewer infrastructure includes 10,800 linear feet of gravity sewer of 8 inch and 10-inch sewer line and 400 gallons per minute pump station.

#### **Spring House Development | Richmond, KY | 2018-2019**

Served as a Project Manager for 41 acres development of which 19 acres commercial and 22 acres of multi-family apartment complex (308 units). Scope of services include detail survey, underground utilities location and depth, rock sounding, preliminary engineering design, detail design, construction administration, resident inspector, and as-built survey for approximately 3,200 linear feet of 8 inch and 900 linear feet of 12-inch sanitary sewer.





## **Matt Carter, PE**

**DIRECTOR CIVIL ENGINEERING | PROJECT MANAGER**

**Professional Engineer  
Kentucky PE# 21056  
Tennessee PE# 11444  
West Virginia PE# 19253**

### **KEY PROJECTS**

#### **4235 Harrodsburg Rd. Development | Lexington, KY | 2018-2020**

Served as a Project Manager for the 18 acres development of which 6 acres of commercial and 12 acres of single family and townhouses. Scope of services include detail survey, underground utilities location and depth, rock sounding, preliminary engineering design, detail design, construction administration, resident inspector, and as-built survey for approximately 4,200 linear feet of 8 inch and 12-inch sanitary sewer.

#### **Polo Club At Hamburg Place | Lexington, KY | 2018**

Served as a project manager for 5 acre assisted living facility, scope of services consists of the design of the site, infrastructures, sanitary sewer design, construction administration, and resident inspector for 1,300 linear feet of 8-inch sanitary sewer.

#### **Day Care at 1850 Old Higbee Mill Rd | Lexington, KY | 2018**

Served as an assist project management, scope of services consist of design of the site and the approach road for the bridge and the tie-in to Old Higbee Mill Road.

#### **Southland Drive Redevelopment | Hampton Inn | Lexington, KY | 2016**

Served as Project Manager for the Hampton Inn on Southland Drive, scope of service consists of the redevelopment of the commercial site and development of stormwater management plan to addresses flooding at Goodrich Avenue to the north. The stormwater management plan consists of upsizing pipes and inlets capacity at Goodrich Avenue, construction two underground stormwater management facilities on site, and construction bio-retention basin. The project also included the redevelopment of Collins Lane by adding curb and gutter, storm inlets, and upsizing the storm drainage system within the roadway.

#### **Wooldridge Garden Regional Detention | Versailles, KY | 2018**


Served as a Project Manager for converting the retention pond to a regional detention basin (21.8 acre-feet) by regarding the basin, adding approximately 700 linear feet of riprap channel, and flattening the ide slope of the pond to address side erosion.




## Rich Newton, PLS

### DIRECTOR OF SURVEYING

Professional Land Surveyor  
Kentucky PLS# 3674

 859.559.0516

 rnewton@visionengr.com

 128 E Reynolds Rd Ste. 150  
Lexington, KY 40517

 www.visionengr.com

### EDUCATION

1989 | Morehead State University  
B. S. Environmental Science / Ecology

### SPECIALIZATION

Rowan County Surveyor

### WORK EXPERIENCE

#### Vision Engineering 2003 - Present Department Manager

Mr. Newton has more than 30 years of experience in engineering and surveying projects. He is responsible for overseeing Vision Engineering's survey department and correlating with the design team.

Typical projects completed by Mr. Newton include American Land Title Association (ALTA) surveys, boundary, legal descriptions, final record plats, and easement acquisition. Mr. Newton utilizes conventional systems as well as global positioning system (GPS) technology.

### KEY PROJECTS

#### Representative RMP Projects

**West Hickman Trunk B:** Approximately 3,900 linear feet of detail corridor survey, utilities location, easement exhibit and legal descriptions, construction staking, and as-built survey.

**West Hickman Trunk C:** Approximately 3,700 linear feet of detail corridor survey, utilities locations, easement exhibit and legal descriptions, construction staking, and as-built survey.

**Newtown Pike Sanitary Sewer-Expansion Area 3A Gravity Line:** Approximately 700 linear feet of detail corridor, utilities locations, easement exhibit, legal descriptions, and easement acquisitions.

**Landsdowne Sanitary Sewer:** Approximately 4,500 linear feet of detail corridor survey and utilities locations.

**Sharon Village Pump Station and Gravity Sewer:** Approximately 2,100 linear feet of sanitary sewer gravity and utilities locations.

#### Representative Lexington Projects

**Red Mile Village:** Approximately 6,200 linear feet of detail survey, utilities locations, construction staking, as-built survey, and easement dedications.

**4235 Harrodsburg Road:** Approximately 4,200 linear feet of detail corridor survey, utilities locations, construction staking, as-built survey, and easement dedications.

**The Polo Club at Hamburg East:** Approximately 1,200 linear feet of detail corridor survey, utilities locations, construction staking, as-built, and easement dedications.



## **Rich Newton, PLS**

**SURVEYOR | DEPARTMENT MANAGER**

**Professional Land Surveyor  
Kentucky PLS# 3674**

### **REPRESENTATIVE SANITARY SEWER PROJECTS**

#### **Oak Grove Gaming and Racing | Oak Grove, KY | 2018**

Approximately 10,800 linear feet of detail corridor survey, utilities location, easement exhibit and legal descriptions, construction staking, and as-built survey.

#### **Ash Park Subdivision | Richmond, KY | 2018**

Approximately 13,400 linear feet of detail corridor survey, utilities location, easement exhibit and legal descriptions, construction staking, and as-built survey.

#### **Robinson Terrace Sanitary Sewer Rehabilitation | Richmond, KY**

Approximately 6,800 linear feet of detail corridor survey, utilities location, easement exhibit and legal descriptions, construction staking, and as-built survey.

#### **Lexington Watershed Creek Survey as per FEMA Appendix M requirements**

FEMA-East Hickman, West Hickman, East Hickman, Town Branch, North Elkhorn, I-75 and I-75 East Tributary, portions of Cane Run Tributary, Pleasant Ridge Tributary, Two Ponds Tributary, Brighton Tributary, Iron Works Tributary, Pipeline Tributary, Quarry Tributary, Radio Tower Tributary, portions of South Elkhorn, Stonewall Tributary, David Fork, Johnson Road Tributary, Shannon Run Tributary, Walnut Hill Church Tributary, Boone Creek Tributary, Jones Creek Tributary, Manchester Branch, Shelby Branch, Mary Reynolds Tributary, I-64 Tributary, Dixie Tributary, Bryant Road Tributary, Waveland Museum Tributary, Baughman Fork, and Todd's Road Tributary. Approximately 130 miles of limited and detailed flood study.


### **EASEMENT ACQUISITIONS**

- West Hickman Trunk B & C
- Blue Sky Pump Station and Force-main
- West Brown Street Waterline Extension
- West Hickman Trunk B & C
- Blue Sky Pump Station and Force-main
- West Brown Street Waterline Extension




## Tom Lambdin

RPR INSPECTOR

 859.559.0516

 [tlambdin@visionengr.com](mailto:tlambdin@visionengr.com)

 128 E Reynolds Rd Ste. 150  
Lexington, KY 40517

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

### EDUCATION

1998 | University of Kentucky  
A.S. Architectural Technology

### PROFESSIONAL SUMMARY

Before joining Vision Engineering in 2013, Mr. Lambdin worked for Midwest Engineering & Thoroughbred Engineering in all areas of land development, site design, permitting, and construction inspection. Mr. Lambdin's responsibilities at Vision Engineering include field inspections of sanitary sewer, storm sewer, detention basins, erosion control, and storm water facilities.

Mr. Lambdin's responsibility is to observe, document, and report to design Engineers and Owner of the proper construction, installation, and backfilling of sanitary sewer as per approved construction drawings and RMP specifications. Mr. Lambdin's responsibilities also include preparing daily field reports, quantifying amount of rock removal, and confirming the quantities with contractor for each pay request.

### KEY RMP PROJECTS

#### Liberty Road | LFUCG #70-2021

Replacement and installation of 20 LF of 6" lateral sewer, 46 LF of 8", 2737 LF of 21", 372 LF of 24", and 1936 LF of 27" sewer and appurtenant structures, 33 manholes, 450 LF of 36" tunnelling, and 1 creek crossing

#### Wolf Run Trunk Sewer D, E | LFUCG #132-2020

Replacement and installation of 305 LF of 36", 2400 LF of 30", and 120 LF of 12" sewer pipe, 3250 LF of 27", 1150 LF of 24", 130 LF of 18", 200 LF of 10", and 50 LF of 8" gravity sewer and appurtenant structures

#### UK Trunk C, D, E | LFUCG #89-2019

Construction of 205 LF of 8", 71 LF of 10", 94 LF of 12", 25 LF of 15", 80 LF of 18", 4208 LF of 21", 1822 LF of 24", 1898 LF of 27", and 595 LF of 30" sanitary pipe, 67 manholes between 4-6' diameter. Project also included erosion control measures, pavement removal/replacement/stripping, sanitary lateral connection, manhole removal/abandonment, boring operations, steel encasement, utility service replacements, and the safe loading of pipes

#### Shandon Park/Winburn/Thoroughbred Acres Trunk Phase I | LFUCG #161-2017

Replacement and installation of 305 LF of 36", 2400 LF of 30", and 120 LF of 12" sewer pipe, 3250 LF of 27", 1150 LF of 24", 130 LF of 18", 200 LF of 10", and 50 LF of 8" gravity sewer and appurtenant structures





## Tom Lambdin

RPR INSPECTOR

### West Hickman Trunk D | LFUCG #4-2018

Construction of 1190 LF of 54", 2700 LF of 48", 15 LF of 27", 200 LF of 24", 15 LF of 18", 1160 LF of 12", 20 LF of 10", and 360 LF of 8" sanitary sewer, 41 manholes, 4 tunnels beneath W Hickman Creek or tributaries thereof measuring 420 LF of 60", 125 LF of 72", 170 LF of 60", and 230 LF of 24"

### Lower Griffin Gate | LFUCG #142-2016

Construction of 17 manholes ( 13 - 5' diameter, 3 - 6' diameter, 1 - 8' diameter, 100 LF of 15", 1988 LF of 21", 2172 LF of 30" gravity sewer

### West Hickman Trunk B, C | LFUCG #103-2016

Construction of 3561 LF of 60", 3424 LF of 54", 602 LF of 48", 288 LF of 42", 247 LF of 36", 37" of 24" , 50 LF of 18", 284 LF of 10", and 163 LF of 8" sanitary sewer, 36 manholes, 2 structures of 12'x6', 3 crossings of West Hickman, 1 crossing unnamed tributary of W Hickman, 18 manholes abandoned, safe load 624 LF of 48"and 42" RCP

### Newtown Pike Ext. (Testing Only) | LFUCG #4-2015

Document testing of 2512 LF of 10", 1556 LF of 18", 1121 LF of 27", 74LF of 30", 386 LF of 42" gravity sewer, and 52 manholes

### Woodhill Trunk Sewer Replacement | LFUCG #4-2015

Construction of 70 LF of 8", 10 LF of 10", 15 LF of 12", 205 LF of 18", 615 LF of 24", 715 LF of 24", 1225 LF of 27", 1395 LF of 30" gravity sewer, 230' - 36" jack and bore, 230' - 42" jack and bore

### Idle Hour | LFUCG #100-2014

Construction of 2287 LF of 21", 195 LF of 10", 710 LF of 8" gravity sewer, 34 manholes ( 26-4" diameter, 4-5' diameter, 4-6' diameter)

### Century Hills Trunk Sewer Replacement | LFUCG#22-2013

Construction of 3340 LF of 8", 15", 18" 21", and 24" gravity sewer, 240' of 30" jack and Bore, 170' 36" jack and bore, 23 manholes ( 19-4' diameter, 2-5' diameter, 1-6' diameter, 1-8' diameter

### East Lake Trunk Sewer Replacement | LFUCG #99-2013

Construction of 1163 LF of 21", and 783 LF of 18" gravity sewer, 10-4' manhole, 1-8' manhole

## KEY PROJECTS | LEXINGTON, KY

Red Mile Mixed Use Development Sewer Extension, Force Main, and Pump Station-Lexington (2014 & 2019)

1803 Georgetown Rd Sanitary Sewer Extension & Pump Station-Lexington (2018)

Glen Arvin Townhomes Sanitary Sewer Extension-Lexington (2017-2018)

FedEx: Sanitary Sewer Extension -Lexington (2017)

4235 Harrodsburg Road: Sanitary Sewer Extension-Lexington (2018-2019)

The Polo Club at Hamburg East: Sanitary Sewer Extension (2018-2019).

## KEY PROJECTS | NON LFUCG

Derby City Gaming and Racing | Present - Replacement of existing 1600 LF and construction of 8" pipe

Cumberland Run | Present - 3100 LF of 24" pipe

Turfway Gaming and Racing | 2020 - Construction of 5300 LF of 10" and 8" sanitary sewer

Ashpark Subdivision, Sanitary Sewer Extension-Richmond (2019)

Oak Grove Gaming and Racing: Sanitary Sewer Extension and replacement of pump station- (2019)

Wooldridge Garden-Versailles: Sanitary Sewer Extension (2018)

Steadmantown Lane Sanitary Sewer Extension, Frankfort- (2018)

Heritage Place Subdivision, Sanitary Sewer Extension- Richmond (2016)

October Glory Subdivision, Sanitary Sewer, Storm Sewer, and Waterline Installation-Richmond (2016-2017)





## Odus Baker

RPR INSPECTOR

859.559.0516

obaker@visionengr.com

128 E Reynolds Rd Ste. 150  
Lexington, KY 40517

www.visionengr.com

### EDUCATION

**2009 | University of Kentucky**

B.S. Landscape Architect

**1993-2008 | Air Force  
Community College**

A.S.

### PROFESSIONAL SUMMARY

Before Joining Vision Engineering in 2008, Mr. Baker served 25 years in the US Air Force as a flight line supervisor, overseeing daily work tasks and coordinating with other Air Force squadrons. Mr. Baker's responsibilities at Vision Engineering include field inspections of sanitary sewer, storm sewer, detention basins, erosion control, and storm water facilities.

Mr. Baker's responsibility is to observe, document, and report to design Engineers and Owners of the proper construction, installation, and backfilling of sanitary sewer as per approved construction drawings and RMP specifications. Mr. Baker's responsibilities also include preparing daily field reports, quantifying amount of rock removal, and confirming the quantities with contractor for each pay request.

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## Odus Baker

RPR INSPECTOR

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## KEY PROJECTS | LEXINGTON, KY

Red Mile Village Sanitary Sewer Extension, force main, and Pump Station-Lexington (2014 & 2019)

FedEx: Sanitary Sewer Extension-Lexington (2017)

4235 Harrodsburg Road: Sanitary Sewer Extension-Lexington (2018-2019)

The Polo Club at Hamburg East: Sanitary Sewer Extension-Lexington (2018-2019)

## KEY PROJECTS | NON LFUCG

Oak Grove Gaming and Racing: Sanitary Sewer Extension and replacement of pump station. Oak Grove (2019)

Wooldridge Garden-Versailles: Sanitary Sewer Extension Versailles (2018)

Slickway Sewer Rehabilitation-Frankfort.

Robinson Terrace Sanitary Sewer Rehabilitation, Richmond: Approximately 6,800 linear feet of detail corridor survey, utilities location, easement exhibit and legal descriptions, construction staking, and as-built survey.

**EXHIBIT D**

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

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

---

**CONSULTANT**

**OWNER**

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