

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of September 13 2022 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT and GRW. **OWNER** intends to proceed with a Topographic Survey at Cardinal Run Park North in Lexington, Kentucky as described in the attached Request for Proposal document (Exhibit "A"). The services are to include a topographic survey of Cardinal Run Park North that the city as contemplated in the **OWNER's** Request for Proposal No. 45-2022. The services are hereinafter referred to as the Project.

OWNER and **PROFESSIONAL** in consideration of their mutual covenants herein agree in respect of the performance of topographic survey of Cardinal Run Park North by **PROFESSIONAL** and the payment for those services by **OWNER** as set forth below.

PROFESSIONAL was selected by **OWNER** based upon its response to the Request for Proposal No. 45-2022.

PROFESSIONAL shall provide Structural Collapse Specialist Course for **OWNER** in all phases of the Project to which this Agreement applies, serve as **OWNER'S** 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 PROFESSIONAL

PROFESSIONAL shall perform all services as hereinafter stated which include customary planning and analysis incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 45-2022 (Exhibit "A") and **PROFESSIONAL's** Response dated August 2022 (Exhibit "B").

To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 45-2022 (Exhibit "A").

After written authorization to proceed with the Project, **PROFESSIONAL** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **PROFESSIONAL** and the **OWNER**.
2. Structural Collapse Specialist Course with reference to sections in (Exhibit "A").

This Agreement (consisting of pages 1 to 8 inclusive), together with (Exhibit "A") and schedules identified above constitutes the entire Agreement between **OWNER** and **PROFESSIONAL** and supersedes all prior written or oral understandings. This Agreement

and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Provisions of RFP No. 45-2022 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY PROFESSIONAL

- 2.1. The **OWNER** may desire to have the **PROFESSIONAL** perform work or render services in connection with this Project other than provided by (Exhibit "A") of this Agreement. Such work shall be considered as "Additional Services", 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 **PROFESSIONAL** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Additional Services" and shall be paid as such.
- 2.2. All "Additional Services" 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 **PROFESSIONAL** by placing at its disposal available information pertinent to the Project.
- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **PROFESSIONAL**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **PROFESSIONAL**.
- 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 **PROFESSIONAL'S** services.

- 3.5. Give written notice to **PROFESSIONAL** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **PROFESSIONAL'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish or direct **PROFESSIONAL** to provide, necessary Additional Services 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. See (Exhibit "A") (attached) for the project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **PROFESSIONAL'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 delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **PROFESSIONAL**, an extension of time for such delay will be considered. If delays occur, the **PROFESSIONAL** shall within 30 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule 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 the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within six (6) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and possible adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

- 4.4. If delays result solely by reason of act of the **PROFESSIONAL**, the **PROFESSIONAL** 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 of this Agreement shall apply. If the delay would prevent complete performance of the project within six (6) months of the time specified herein, **OWNER** shall have the option of canceling the project or otherwise adjusting the scope of service or work and any related fees.

SECTION 5 - PAYMENTS TO PROFESSIONAL

- 5.1 **Methods of Payment for Services of PROFESSIONAL**

5.1.1 For Basic Services.

All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the **OWNER'S** satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job). The negotiated cost of services is established as \$28,870.00.

5.2. Times of Payment.

5.2.1. PROFESSIONAL shall submit a schedule of values subject to approval by the **OWNER** prior to starting work. The approved schedule of values will be the basis for monthly statements for Basic Services and Additional Services rendered. The Statements will be based upon **PROFESSIONAL'S** estimate of the proportion of the total services actually completed at the time of billing and are subject to approval by the **OWNER**. **OWNER** shall pay **PROFESSIONAL'S** monthly statements within thirty (30) days of receipt.

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 **PROFESSIONAL**, the **PROFESSIONAL** shall be paid for the work performed or services rendered in an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **PROFESSIONAL**.

5.3.2. In the event the services of the **PROFESSIONAL** are terminated by the **OWNER** for fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **PROFESSIONAL** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **PROFESSIONAL** shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. PROFESSIONAL may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **PROFESSIONAL** to be unable to perform its duties and responsibilities under this Agreement, and only upon ten (10) days written notice to **OWNER**, and provided **OWNER** fails to cure such default within the ten (10) day period.

6.1.2. The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon seven (7) days written notice to the **PROFESSIONAL**.

6.2. Ownership and Reuse of Documents.

All documents, including Drawings and Specifications, prepared by the **PROFESSIONAL** 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 **PROFESSIONAL**.

6.3. Legal Responsibilities and Legal Relations.

6.3.1. The **PROFESSIONAL** shall familiarize itself with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **PROFESSIONAL** and its **PROFESSIONALS**, 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 **PROFESSIONAL** shall be acting as an independent contractor. The **PROFESSIONAL** 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 **PROFESSIONAL** shall be solely responsible for any claims for wages or compensation by **PROFESSIONAL'S** employees, agents and representatives, including **PROFESSIONALS**, 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, that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky, and that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

6.4. Successors and Assigns.

6.4.1. **PROFESSIONAL** binds itself and its partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **PROFESSIONAL** shall not assign any interest, obligation or benefit in this Agreement. **PROFESSIONAL** shall not assign any interest, obligation or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **PROFESSIONAL** shall not subcontract any of the work to be provided under this Agreement.

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

6.5. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **PROFESSIONAL** or any dispute concerning any question of fact of any

act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **PROFESSIONAL**, shall be submitted to the Commissioner, Department of General Services, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute 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 **PROFESSIONAL** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Security Clause.

The **PROFESSIONAL** certifies that it 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.

6.7. Access to Records.

The **PROFESSIONAL** and its sub-**PROFESSIONALS** shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract 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 **PROFESSIONAL** from consideration for future **PROFESSIONAL** service agreements.

6.8. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 45-2022 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this service agreement, the **PROFESSIONAL** agrees as follows:

7.1. The **PROFESSIONAL** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **PROFESSIONAL** 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 **PROFESSIONAL** 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 The **PROFESSIONAL** will, in all solicitations or advertisements for employees placed by or on behalf of the **PROFESSIONAL**, 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

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

8.1.2. Pursuant to subparagraph 3.4 of this Agreement, **OWNER'S** representative is authorized to monitor, direct and review the performance of work of the **PROFESSIONAL**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** representative or their designee. Questions by the **PROFESSIONAL** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** representative or their designee. The **PROFESSIONAL** shall look only to the **OWNER'S** representative or their designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **PROFESSIONAL** within thirty (30) days.

- 8.2. **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 **PROFESSIONAL**.
- 8.3. **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.
- 8.4. **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):

Signature: Rinda Gorton
MAYOR

Date: 9/13/2022

ATTEST:

Marianne Jock
CLERK OF URBAN COUNTY COUNCIL

PROFESSIONAL (SPEC RESCUE INTERNATIONAL):

Signature: Rob Hench

Printed Name: Rob Hench, GISP

Position: Sr. Vice-President/CIO

Date: 08/23/2022

COMMONWEALTH OF KENTUCKY
COUNTY OF (Kentucky)

The foregoing instrument was subscribed, sworn to and acknowledged before me by
Rob Hench as Sr. Vice-President/CIO for
and on behalf of GRW Aerial Surveys Inc., on this the 23 day of
August, 20 22.

My commission expires: 06/27/2025

KYNP30783

NOTARY PUBLIC, STATE AT LARGE, KY

EXHIBIT A

RFP 45-2022

Topography Survey Services

For

Cardinal Run Park North



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #45-2022 Request for Topographical Survey Services** 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 8, 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

AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds 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 (hereafter “bidder,” or “contractor”) 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 uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. 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. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) 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 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
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 Federal 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 Federal 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.


16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(1). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200.323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.



Signature

08/23/2022

Date

SELECTION CRITERIA:

1. Professional qualifications and experience of the team with architectural and engineering services throughout the design and construction phases. 25%
2. Time to complete project. 25%
3. Past record and performance on contracts with the Urban County government or other governmental agencies and private industry with respect to such factors as quality of work and ability to meet schedule. 20%
4. Degree of local employment provided by person or firm. 10%
5. Estimated cost of services 20%

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, Rob Hensch, GISP, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Rob Hensch, GISP and he/she is the individual submitting the proposal or is the authorized representative of GRW Aerial Surveys, Inc., the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page


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

Further, Affiant sayeth naught.

STATE OF Kentucky

COUNTY OF Fayette

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

by Rob Hench, GISP  on this the 23 day

of August, 2023

My Commission expires: 06/27/2025

#KYNP30783

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

GRW Aerial Surveys Inc.

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: GRW Engineers, Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	15	1	13	0	1	0	0	0	0	0	0	0	0	0	0	1	14
Professionals	81	62	18	0	0	0	0	0	0	1	0	0	0	0	0	63	18
Superintendents	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Supervisors	17	16	1	0	0	0	0	0	0	0	0	0	0	0	0	16	1
Foremen	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	47	38	9	0	0	0	0	0	0	0	0	0	0	0	0	38	9
Protective	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Para-	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Office/Clerical	2	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	2
Skilled Craft	32	32	0	0	0	0	0	0	0	0	0	0	0	0	0	32	0
Service/Maintena	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total:	194	149	43	0	1	0	0	0	0	1	0	0	0	0	0	150	44

Prepared by: Sandra Anders Admin Assist Date: 08 / 05 / 2022

(Name and Title)

Revised 2015-Dec-15

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

Firm Submitting Proposal: GRW Aerial Surveys Inc

Complete Address: 801 Corporate Drive Lexington KY 40503
Street City Zip

Contact Name: Rob Hench Title: Sr. Vice-President/CIO

Telephone Number: 859-223-3999 Fax Number: 859-519-4507

Email address: rhench@grwinc.com

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

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

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

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

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
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>)

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



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 45-2022

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.				
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.

GRW Aerial Surveys, Inc
Company

08/23/2022
Date

Rob Hench, GISP
Company Representative

Sr. Vice-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 # 45-2022

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

Company Name GRW Aerial Surveys, Inc	Contact Person Rob Hench
Address/Phone/Email 801 Corporate Dr, Lexington, KY 40503 859-223-3999/859-519-4507	Bid Package / Bid Date Survey Services Cardinal Run North Park

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.

GRW Aerial Surveys, inc
 Company
08/23/2022
 Date

Rob Hench, GISP
 Company Representative
Sr. Vice-President
 Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 45-2022

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 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.

GRW Aerial Surveys, Inc

Company
08/23/2022

Date

Rob Hench, GISP

Company Representative
Sr. Vice-President

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
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

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

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

08/23/2022

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor 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 Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") 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) CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR 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.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.
- (6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR 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 CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

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

BIDDER/CONTRACTOR 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 hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<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
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Professional Liability	\$1 million per occurrence

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 (DOI). 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 Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$1 million per occurrence, \$1 million aggregate, unless it is deemed not to apply by LFUCG.

- f. 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.
- g. 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 BIDDER/CONTRACTOR'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

Safety and Loss Control

CONTRACTOR 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 LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR 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

CONTRACTOR 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

BIDDER/CONTRACTOR 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 BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

REQUEST FOR TOPOGRAPHICAL SURVEY SERVICES with easements

Lexington Fayette County Government

Owner

Cardinal Run North Park

Project

2075 Parkers Mill

Lexington

KY

Street Address

City

State

A. Instructions to the Surveyor

The Owner requests a registered surveyor to provide a topographic survey for the properties herewith identified. The survey shall bear the surveyor's stamp and seal. Before beginning work, render a proposal of costs based on the scope of services required. The site is located at 3280 Versailles Road 116.46 Acres 2001 Parkers Mill 16.19 acres 2075 Parkers Mill 4.17 acres and consists of approximately 136.82 acres.

B. Topographic Survey

The surveyor should plot the following as indicated:

1. Contours
 - a. Establish permanent base reference elevation point from which contours are established and elevation of building floor can be determined. (Benchmark should be mean sea level reference.)
 - b. Include entire site, extending contours 10'-0" beyond property lines and to the far side of adjacent streets. (No survey of New Circle Road or Versailles Road are needed)
 - c. 1'-0" contour intervals.
 - d. Provide spot elevation of all existing structures, curbs, crown of road(s), etc.
 - e. Show any rapid change in grade on adjacent property.
2. Show boundary lines. No deed research required. Show boundary information as provided by LFUCG.
3. Refer to attached exhibit. Area 1 intended to be more developed. Accuracy is more critical. Area 2 is to be a more passive development and accuracy is not as critical.
4. Streets and highways to be identified. Label widths, materials (type of pavement), and identify street monuments and distance to intersections. Show all access points to the property from public streets.
5. Show individual lot lines and lot block numbers if applicable.
6. Show zoning of property. Show zoning of adjacent properties.

7. Rights of way, streets, easements, and other items of similar nature on or adjoining the property with proper identification of each. (For all easements, indicate underground, surface, or overhead improvements for which the easement was established.) Identify owners or holders of the aforementioned. Title work will be completed by the city
8. Frontage improvements
 - a. Walks
 - b. Curb and gutter
 - c. Culverts
 - d. Other (identify)
9. Existing buildings and trees located on the property showing description and size. Refer to exhibit. Area 1 show tree lines with individual trees over 18" diameter. Area 2 outlines of trees tree is acceptable.
10. Utility services and easements (if utility is not on property show nearest connection opportunity)
 - a. Water: size, approximate depth
 - b. Gas: size, approximate depth
 - c. Sewer: size, invert elevation
 - d. Storm sewer: size, invert elevation
 - e. Power lines
 - f. Telephone lines
 - g. Street lines
 - h. Fire hydrants
11. Note building set back lines
12. Unusual site characteristics
 - a. Wells
 - b. Ditches and canals
 - c. Springs, seeps, and swamps
 - d. Septic systems
 - e. Sinkholes
 - f. Flood plain boundaries
 - g. River/lake edge

C. General

1. All topographical surveys should show the following information on 30"x 42" sheet:
 - a. North arrow
 - b. Scale
 - c. Title block
 - 1) The name of the project as noted above
 - 2) The name, address and telephone number of the surveyor

- 3) The date
- 4) The address of the property
2. Provide an electronic file, utilizing AutoCAD drawing format and a pdf, signed and sealed.
3. Provide proposed schedule for completion of the survey.

D. Project Timeline

Submit length of time required to complete this work. Time of completion will be considered as part of proposal evaluation and selection.

E. Selection of Consultant

Consultant will be selected based on the following criteria:

1. Professional qualifications and experience of the team with architectural and engineering services throughout the design and construction phases. 25%
2. Time to complete project. 25%
3. Past record and performance on contracts with the Urban County government or other governmental agencies and private industry with respect to such factors as quality of work and ability to meet schedule. 20%
4. Degree of local employment provided by person or firm. 10%
5. Estimated cost of services 20%

Proposals shall contain appropriate information necessary to be evaluated on these criteria. A committee composed of Urban County Government staff will evaluate the proposals.

Total Project Cost \$ 28,870.00

MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #1

RFP Number: #45-2022

Date: July 28, 2022

Subject: Request for Topography Survey Services

Address inquiries to:
Sondra Stone
sstone@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced RFP:

See attached exhibit.

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: GRW Aerial Surveys, Inc.

ADDRESS: 801 Corporate Drive, Lexington, KY 40503

SIGNATURE OF BIDDER: 





EXHIBIT B
GRW Proposal to
RFP 45-2022



BID #45-2022

**Surveying Services Cardinal
Run North Park**

Lexington-Fayette Urban
County Government

August 8, 2022



engineering | architecture | geospatial

GRW | 801 Corporate Drive | Lexington, KY 40503 | 859.223.3999



engineering | architecture | geospatial



BID #45-2022

Topographic Survey Services - Cardinal Run North Park - Lexington-Fayette Urban County Government

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Section 4.0 LFUCG Experience

Appendix: Forms & Required Documents



August 8, 2022

Division of Central Purchasing
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

Re: BID #45-2022: Surveying Services Cardinal Run North Park

Dear Selection Committee Members:

GRW has the qualifications you need including decades of LFUCG experience, completion of numerous surveying and transportation projects, and local interest in Central Kentucky and the surrounding areas.

This GRW team has a long history of providing surveying services for municipal infrastructure projects, including many for you. In addition, most of our team members are long-time and involved members of the Lexington community.

This GRW team has the experience, dedication, interest, and capacity you are looking for. Please contact me if you have any questions regarding our experience or qualifications document. We look forward to continuing our working relationship with LFUCG.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brian R. Novy'. The signature is fluid and cursive.

Brian Novy
Survey Project Manager
bnovy@grwinc.com | 859-223-3999

1.0 Scope of Work and Pricing

GRW has fully reviewed the requested SOW in RFP 45-2022 and is proposing the following.

The scope of work that is proposed, will be a topographic and property survey with easements of the properties located at 3280 Versailles Road, 2001 Parkers Mill, and 3280 Versailles Road, Lexington, Kentucky.



At least four (4) control points and two (2) benchmarks (TBMs) will be set (or recovered) in close proximity to the site, to utilize for future surveying missions. These will be set in areas that should not be susceptible to disturbance during any future construction for this project.

The datum for the survey will be US State Plane, NAD83 (NA2011), Kentucky North Zone, NAVD88 (Geoid18).

Existing property line evidence will be collected during the recon mission. Items such as iron pins & pipes, etc. will be recovered and surveyed. Found property line evidence will then be reported back to the office. A survey technician will place the record plat in AutoCAD and adjust the plat to the found evidence. The field crew will re-mobilize to the jobsite and reset any of the missing corners. If the corner is still present and in acceptable condition, its position will hold, and no new pin will be set.

All of the subject property corners will have a 36" wooden stake with florescent pink flagging placed near the property corner. Any reset corners will be a 24" by 5/8" rebar (No. 5) with an aluminum cap stamped with the surveyor in responsible charge's KY Professional Land Surveyor (PLS) license number.

The existing 100-year floodplain will be shown as denoted by FEMA off of its online GIS map. Zoning of property will be shown as denoted by LFUCGs online GIS map.

The following will be surveyed and shown on the final plat and AutoCAD Civil 3D drawing:

- Planimetric features such as:
 - Existing buildings & permanent structures
 - Finished Floor of buildings
 - Pavement edges
 - Curb and gutter
 - Paint striping
 - Adjoining streets
 - Driveway cuts
 - Mailboxes
 - Both edges of sidewalks
 - Centerline of roads
 - Location of existing fence lines with heights
 - Center of individual trees greater than 18" diameter (area 1 only, diameter at breast height)
 - Outline of wooded areas in both area 1 and area 2

- Topographic features to generate 1' contours such as:
 - Ground shots and $\pm 20'$ intervals
 - Top and bottoms of slopes
 - Ditch, creek, or stream features
 - Top of bank
 - Edge of water
 - Centerline or flowline (thread)

- Utilities such as:
 - Visible utilities
 - Manholes
 - Catch basins
 - Valves
 - Meters
 - Power Poles
 - Light poles
 - Culverts
 - Fire Hydrants
 - Cleanouts

- Overhead lines

- Subsurface utilities
 - Power
 - Communications
 - Gas
 - Water (if traceable)
 - Storm and sanitary sewers
 - Inverts
 - Pipe material
 - Pipe Size

All work will be supervised and checked by a Licensed Kentucky Professional Land Surveyor.

DELIVERABLES

The deliverables will include an electronic copy of the signed and sealed survey drawing in PDF and DWG formats.

SCHEDULE

GRW is ready to begin work immediately and is proposing all work be completed and deliverables submitted for the project by the end of business, thirty (30) business days after the Notice To Proceed (NTP).

COST

GRW Survey**\$28,870**

2.0 Firm Qualifications

Firm's Name and Contact

GRW | Brian Novy, CST II Survey Project Manager

801 Corporate Drive | Lexington, KY 40503-5404

Tel: (800) 432-9537 or (859) 223-3999 ext. 308

Fax: (859) 519-4507 | bnovy@grwinc.com | www.grwinc.com

Name of Firm / Ownership/Year Established

Formed in 1964, GRW Engineers, Inc. (dba GRW) is a Large, Private Corporation, with 200 Personnel.

Background, Services, and Financial Strength

GRW was founded by Mr. G. Reynolds Watkins. We provide engineering, aerial photography, LiDAR, mapping, surveying, GIS, architectural design, and related services. GRW's longevity and strong financial stability are due in part to our commitment to customer satisfaction and excellent record of performance. Our Dun & Bradstreet number is: 051833994. *Insurance Reference:* Powell Walton Milward | Sandy Black | 360 East Vine Street, Lexington, KY 40508 | (859) 254-8023. *Trade Credit Reference:* Lynn Blue Print | 328 Old East Vine Street, Lexington, KY 40508 (859) 255-1021

From Boundary Surveys, to Topographic Surveys, to Geodetic Control Surveying, and many more specialized fields, our cutting-edge technology has resulted in the successful delivery of quality projects throughout the United States.

We have conducted numerous similar survey projects in Kentucky and across the nation involving all of the tasks required for this contract. In completing these projects, GRW has developed extensive quality control and data validation procedures to ensure that the data delivered to the client will be of the highest quality.

GRW is proud to have:

- ✓ Multiple Qualified Professionals – including numerous Kentucky Licensed Professional Land Surveyors
- ✓ The latest in surveying hardware and software
- ✓ Highly trained technical staff
- ✓ An active role in the Kentucky Association of Professional Land Surveyors
- ✓ Provided services Central Kentucky since 1974
- ✓ Multiple MBE/DBE subs to assist us when possible

Multidiscipline Team

With a staff of more than 200 professionals, GRW offers comprehensive technical expertise for all types of infrastructure design from concept design through construction administration and inspection. Our wide range of professional services includes:



GRW's Headquarters, based in Lexington, KY



- Ground Surveys
- Aerial Photography, Mapping and Surveying
- LiDAR
- Transportation Engineering
- Water, Wastewater and Stormwater Engineering
- Civil/Site Engineering
- Landscape Architecture
- Electrical Engineering
- Mechanical Engineering
- Structural Engineering
- Architecture
- Master Planning
- Geographic Information Services
- Construction Administration and Resident Project Representation (Inspection)
- Operations & Management Support
- Cost Estimating
- Sustainable Design
- Anti-Terrorist Force Protection and Physical Security
- AutoCAD, MicroStation, and BIM Deliverables

GRW Knows Kentucky and LFUCG

When it comes to navigating the ins-and-outs of working with Commonwealth of Kentucky regulatory entities, GRW leads the way. Since our founding in 1964, a substantial portion – approximately 70% – of our work has been completed for clients such as the Lexington-Fayette Urban County Government. For LFUCG, we have completed survey, mapping, wastewater, stormwater, more than 75 roadway, sidewalk/streetscape, building, and GIS projects over the past 50 years. This experience makes GRW personnel well versed in LFUCG’s design criterion, procedures, and standard drawings and specifications. We also have a thorough understanding of the Commonwealth’s applicable codes and regulatory requirements.

Expertise with Required Scope of Services

GRW has Open End surveying and mapping projects in Kentucky and throughout the United States. We use cost-effective techniques and a customized quality control plan, ensuring the successful outcome of your products.

Your Go-To Specialists in Surveying

GRW has over 50 years of surveying experience. We would like to think we have seen it all, but we know we haven’t and are up for whatever challenge is thrown our way. To do this we are constantly training our personnel and are always looking for new, innovative, and/or cost-cutting surveying procedures. These items often enhance a deliverable or save our clients time and money.

Survey projects are managed by Mr. Brian Novy, CST II, Project Survey Manager. Mr. Novy has over 16 years of surveying experience, including Boundary Surveys of many types, Planimetric Surveys, ALTA Surveys, Topographic surveys, Hydrographic Surveys, and high-order Geodetic Control Surveys.

GRW’s survey crews are experienced in performing complex assignments in diverse and challenging situations. We maintain a staff of highly trained personnel, and our own in-house equipment, so we can mobilize on short notice.



GRW has surveyed hundreds of miles of boundary lines and topographic surveying projects. Our survey data is always strictly monitored to ensure complete accuracy. In addition, GRW owns and operates our own survey equipment.

GRW has over 40 years of experience providing:

- ✓ Topographic, easement, roadway, and right-of-way surveys
- ✓ Boundary/Property surveys and analysis and monumentation
- ✓ Preparation of easement or right-of-way exhibits and legal descriptions
- ✓ Property line staking
- ✓ Property or easement research
- ✓ Legal Descriptions
- ✓ Underground utility location (In conjunction with a separate utility excavation contractor)
- ✓ Preparation of alignment profiles showing existing ground, existing overhead and underground utilities.
- ✓ Record drawing preparation
- ✓ Identification of various infrastructure mapped and/or unmapped
- ✓ Title Searches



Examples of a portion of our extensive experience are shown below.

Boundary Surveying

Our survey crews have completed property line boundary retracement surveys & property division surveys for numerous entities, including, but not limited to:

- The US Army Corps of Engineers (Louisville, Nashville, Jacksonville, Mobile & Pittsburgh Districts)
- Kentucky National Lands Trust
- Toyota Automotive Manufacturing Plant
- Norfolk Southern Railroad
- US National Parks Service
- Federal Bureau of Prisons
- Kentucky Department of Fish and Wildlife Resources (KDFWR)
- Lexington - Fayette & Urban Community Government
- Keeneland Racetrack The Kentucky Finance Cabinet
- Numerous other clients

GPS (GNSS) Surveys

GRW has been operating GPS equipment, now referred to as GNSS (Global Navigation Satellite System), since 1986. We pride ourselves on having kept up with the latest technologic improvements offered in the equipment over the years as well. A lot has changed since our first single frequency receivers were purchased that had to left in the back of the truck because they were too big to move. Now several decades later, we pride ourselves on having the latest Trimble GNSS equipment that can fit in the palm

of your hand. It is noteworthy to mention that we are in the process of replacing several of our antiquated geodetic GPS (non-GNSS) receivers by the end of the year.

Major and Minor Subdivisions & Platting

GRW has worked within the city of Lexington over the years on various projects. We are familiar with their rules and regulations. We have also worked with other organizations throughout the state which gives us a unique perspective on how to approach certain situations. We have successfully completed numerous major and minor subdivisions over the years throughout the Commonwealth.

Construction Staking

Construction staking is oftentimes overlooked by many contractors as an area not needed to be completed by professional surveyors. This has oftentimes lead to less than satisfactory results once the job is completed. The lack of a professional onsite during the construction project can also lead to costly go-backs and even re-construction. GRW has surveyed small land development sites, to 600 unit apartment complexes, to utility staking, and to continuously staking building grid lines for every floor of several multi-story high rises. You can count on GRW to do it right the first time.

Topographic, Planimetric and Construction Site Surveys

As a rule, every engineering project requires a topographic site survey before any improvements are made. GRW has successfully completed on time; numerous construction, planimetric and topographic surveys throughout the Commonwealth. GRW routinely performs these tasks, including but not always limited to; the location of property corners, collecting ground shots to define grade breaks & other line breaks to define the lay of the land. As well as overhead and subsurface utilities and other visible improvements that will affect the final design.

GRW's survey personnel have performed topographic surveys employing various techniques, including utilization of aerial photography, utilizing the KY VRS Network, RTK GNSS from a local base on local control (such as LOJIC), fully robotic, spatial imaging and standard reflector-less total stations. The selected survey technique and tool depends on site characteristics and requirements such as; terrain, vegetation, desired accuracy and physical improvements. GRW prides itself on having multiple tools in its toolbox. This allows our field crews to use the right tool when the job calls for it.

Geodetic Control Networks

As stated above; GRW has been operating GPS equipment, now referred to as GNSS (Global Navigation Satellite System), and designing countywide control networks, since 1986. Our specialized expertise and local knowledge includes all measurements and procedures required for any project. Our survey department has successfully completed hundreds of projects with high accuracy throughout the United States. Some local examples include the installation and maintenance of the LOJIC control network in Louisville, KY, the Frankfort Plant Board (FPB) control network in Franklin County, KY, and the Lexington-Fayette County Kentucky (LFUCG) control network, originally designed and installed by GRW.

Elevation Determinations (Differential and Digital Leveling)

GRW has the necessary equipment and is very experienced utilizing leveling equipment to determine position elevations. We have four (4) digital levels, one of them being setup for first order leveling. Every truck has a top of the line differential level kept in it at all times. We always level through all of our primary control and set at least two (2) benchmarks on every site that we collect three dimensional points on. We

are aware of the risk involved by not adhering to proper procedures. We try to always turn through every point, kick a leg and relevel when needed, keep our level line legs as even as possible and run 3-wire leveling. GRW has performed GPS Height Modernization surveys for the National Geodetic Survey in two counties in North Carolina and has completed several Counties' worth of Height Modernization Surveys in the state of Kentucky. We ran second order leveling on the original LFUCG control network to NGS specifications.

Easement Plats

GRW has located and prepared written legal descriptions and plats for miles of sanitary, storm sewer, gas and water line projects, including utility and related property easements. GRW has produced recordable plats and written utility easement descriptions for MSD, Indiana-American Water Company, Kentucky-American Water Company, and West Virginia-American Water Company. We have also established highway ROW for federal, state, county and municipalities throughout Kentucky with plats and easements descriptions.

Deed/Title Research

Mr. Rinehart & Mr. Shear both have close to 80 years of combined experience in deed research. Mr. Shear in particular, works on a nearly daily basis researching property titles and ownership on multiple KYTC projects throughout the state. He uses any and all tools at his disposal to determine the sometimes odd question of, "Who actually owns this?"

Setting & Re-Setting Boundary Corners

GRW always makes an extensive effort to recover the original corner. But sometimes the corner is lost or obliterated. When a corner is destroyed, GRW normally replaces the corner with a No. 5 rebar cut to at least 24 inches in length with an aluminum cap stamped with the Surveyor in responsible charge's name and license number. In areas where a typical pin and cap cannot be set, a mag nail & washer stamped with the surveyor's license number is set. GRW can also set monuments that are requested by the client as long as the requested monument meets or exceeds the standards set forth in 201 KAR 18:150.

3.0 Key Personnel

GRW's key personnel assigned to this contract have an average of over 20 years of surveying and mapping experience. We have accomplished literally hundreds of relevant federal, state, and municipal projects. Below is the list of our key personnel; resumes are attached on the following pages.

Employee Name, Project Duties	Registrations	Total Years' Experience
Ben Fister, PE, PLS, PSM, Principal-in-Charge	KY Professional Land Surveyor #1966 KY Professional Engineer - Civil #8420	45
Brian Novy, CST II FAA CRP Survey Project Manager	Certified Survey Tech II #0819-6657 FAA CRP #4046295	16
Dan Marsh, CP, PLS, CMS QA/QC	KY Professional Land Surveyor #4071 Certified Photogrammetrist #R1019 Certified Mapping Scientist #155	36
L. Rinehart, PLS, Consultant, Surveyor & Party Chief	KY Professional Land Surveyor #2283	39
Ray Shear, PLS, Staff Surveyor	KY Professional Land Surveyor #2685	39
Rob Hensch, GISP GIS Manager	Certified GIS Professional (GISP)	34

Multiple Survey Crews are available as needed.

GRW's key personnel are supported by a staff of 200, including:

- 10 KY Licensed Professional Surveyors
- 40 Mapping/GIS Specialists
- 20+ Professionals

Ben Fister, PE, PLS, PSM | Principal-in-Charge/Senior Project Manager

Years of Experience: 45

Years with GRW: 41

Education

B.A., Physics, 1966, Villa Madonna College / B.S., Civil Engineering, 1968, University of Kentucky / M.S., Civil/Environmental Engineering, 1972, University of Kentucky

Registration: KY PE/Civil #8420, KY PLS #1966

Additional licenses in AL, MD, FL, IN, IL, LA, MS, NC, OH, OK, TN, WV, GA, and VA.



Professional Affiliations

American Society of Photogrammetry & Remote Sensing

National Society of Professional Engineers | Water Pollution Control Federation

Qualifications and Similar Project Experience

Mr. Fister is Vice-President of GRW, a multi-disciplined Engineering, Design and Geospatial Mapping firm with offices nationwide. With over 40 years of experience, he has M.S. and B.S. degrees from the University of Kentucky in Civil Engineering. Mr. Fister is a Professional Land Surveyor in 12 states and a Professional Engineer in 14 states. He has managed surveying, mapping, design and transportation projects in all 48 contiguous states, including multi-million dollar contracts improving the nation's highways and infrastructure. Mr. Fister is proficient in the latest technology, and has been an adjunct professor at the University of Kentucky, teaching GIS/GPS and Photogrammetry.

Lexington-Fayette Urban County Government, KY - Principal-in-Charge. Accomplished several LFUCG surveys, including the current GPS and High Definition Survey of downtown Lexington. Past projects have involved monumentation, utility surveying, GIS data collection, digital mapping and GPS control.

Kentucky Transportation Cabinet – Principal-in-Charge. Completed several statewide surveying, aerial mapping and remote sensing projects for the Kentucky Transportation Cabinet over the last decade. Tasks have included control, GPS surveys, monumentation, mapping and related services.

USACE-Fort Knox Boundary Survey - Principal-in-Charge. GRW has successfully completed over 32 mile boundary surveying at the Fort Knox Military Reservation for the U.S. Army Corps of Engineers, Louisville District. The projects include legal research, boundary surveying, corner and on-line monuments, sign placement and map creation.

Indiana American Water Company – Principal-in-Charge. GRW has accomplished several projects for INAWC, with tasks including surveying, mapping, engineering, design, GIS, and related services. A few of our recent work orders have included engineering, surveying and design of the Cleveland Street Water Main and Pump Station; and surveying and engineering design for the State Route 43 water transmission main involving over 17,660 LF.

Louisville Jefferson County Information Consortium (LOJIC) – Principal-in-Charge for an extensive survey project in Jefferson County, KY, establishing a densified network of monumented horizontal and vertical control and reference marks. LOJIC contracted with GRW to install and measure approximately 112 new survey control monuments throughout Jefferson County. The project resulted in a countywide network of highly accurate survey reference points.

Brian Novy, CST II | Survey Project Manager

Years of Experience: 16

Years with GRW: 12

Education: Certificate of Completion, Criminal Justice, Okaloosa Walton College

Registration: Certified Survey Tech II #0819-6657, Certified UAS Pilot #4046295

Qualifications and Similar Project Experience

Mr. Novy has over fifteen years of experience as a Surveyor and Party Chief, and is extremely skilled in GPS and conventional surveying procedures. He is a Certified Survey Tech II and UAS Certified pilot and has received training by NGS (National Geodetic Survey) on highly detailed height modernization and geodetic surveying. He is very proficient on complex survey projects, including airport obstruction surveys, military base mapping, as well as topographic and planimetric data collection. Mr. Novy utilizes the latest survey technology, and has accomplished similar projects across the nation. A sample of projects accomplished by Mr. Novy is shown below.



Lexington-Fayette Urban County Government, KY - Quality Control/Data Processing. Accomplished several LFUCG surveys, including the current GPS and High Definition Survey of downtown Lexington. Past projects have involved monumentation, utility surveying, GIS data collection, digital mapping and GPS control.

Nashville District, USACE – Center Hill Dam - GRW has accomplished multiple projects for Nashville COE at the Center Hill Dam location. This project included field surveys, tripod-based and aerial laser scanning, and aerial photography. End products included planimetric and topographic data in MicroStation format, 3" color orthophotography, fly-thrus using colorized point clouds, 3d models, and meshes for a cut approximately ½ mile in length. Project relied on data fusion of all source data types for creation of end products suitable for the generation of cross sections and volumetrics along the project length.

Louisville Water Company, KY - GRW recently accomplished a multi-million dollar GPS and GIS project for the Louisville Water Company. The project involved the field collection of meters, valves and hydrants throughout the LWC service area and the production of a comprehensive GIS database in ArcInfo SDE GeoDatabase format.

Indiana American Water Company – GRW has accomplished several projects for INAWC, with tasks including surveying, mapping, engineering, design, GIS, and related services. A few of our recent work orders have included engineering, surveying and design of the Cleveland Street Water Main and Pump Station; and surveying and engineering design for the State Route 43 water transmission main involving over 17,660 LF.

City of Avon, IN Storm Sewer Inventory - GPS Manager. Accomplished GIS formatting, utility mapping, and GPS data collection for a storm sewer system inventory project. Geospatial tasks included GPS field data collection to capture the pipes, ditches, inlets, and other components. The conditional assessment directed maintenance work for system repairs and storm sewer cleaning. The delivered product included a storm sewer system map showing structure locations, pipe sizes, conditional assessments, and flow direction in Arc View GIS format.

Dan Marsh, CP, PLS, CMS | QA/QC

Years of Experience: 36 **Years with GRW:** 36

Education

BA Civil Engineering, University of Kentucky | AS Engineering Sciences

Registration

KY Professional Land Surveyor #4074 | Certified Photogrammetrist #R1019 | Certified Mapping Scientist #155



Professional Affiliations

Management Association for Private Photogrammetric Surveyors (MAPPS) | American Society for Photogrammetry and Remote Sensing (ASPRS) |

Qualifications and Similar Project Experience

Mr. Marsh is a Certified Photogrammetrist, a Professional Surveyor and Mapper, and a Certified Mapping Scientist/Remote Sensing, with over 35 years of experience. He is skilled in all aspects of geospatial services, specializing in remote sensing, LiDAR, and aerotriangulation. Mr. Marsh is extremely proficient in the leading software and hardware required for aerial mapping projects. He is also an experienced draftsman and civil engineering technician. Mr. Marsh's skills include route, control, and topographic surveying, as well as survey computations and data editing. He utilizes Intergraph Microstation and is a skilled CADD technician. This unique diversity of skills makes Mr. Marsh a truly valuable expert in the high precision world of geospatial services. He has accomplished numerous projects for a variety of state, federal, and municipal clients.

Lexington-Fayette Urban County Government, KY – Division Manager. Accomplished several LFUCG surveys, including the current GPS and High Definition Survey of downtown Lexington. Past projects have involved monumentation, utility surveying, GIS data collection, digital mapping and GPS control.

Indiana American Water Company – Division Manager GRW has accomplished several projects for INAWC, with tasks including surveying, mapping, engineering, design, GIS, and related services. A few of our recent work orders have included engineering, surveying and design of the Cleveland Street Water Main and Pump Station; and surveying and engineering design for the State Route 43 water transmission main involving over 17,660 LF.

USACE-Fort Knox Boundary Survey – Division Manager from 2012-2013. GRW successfully completed 12.3 miles of boundary surveys at the Fort Knox Military Reservation for the U.S. Army Corps of Engineers, Louisville District. The projects included legal research, boundary surveying, corner and on-line monuments, sign placement and map creation.

Louisville Jefferson County Information Consortium (LOJIC) – Division Manager for an extensive survey project in Jefferson County, KY, establishing a densified network of monumented horizontal and vertical control and reference marks. LOJIC contracted with GRW to install and measure approximately 112 new survey control monuments throughout Jefferson County. The project resulted in a countywide network of highly accurate survey reference points.

Ed Rinehart, PLS | Senior Surveyor

Years of Experience: 39 **Years with GRW:** 37

Education

Undergraduate studies, Civil Engineering, 1972, Texas A&M University

Undergraduate studies, Drafting, Lexington Community College

Registration

KY PLS #2283, IN PLS #LS80040524



Qualifications and Similar Project Experience

Ed is Chief of Surveys for GRW, administering all areas of the survey division. He has over thirty years of experience as a land surveyor. Ed has managed numerous multi-million dollar contracts involving surveying, mapping, engineering and design. His survey expertise includes topographic/planimetric, boundary, height modernization, geodetic monumentation, utility location, GIS collection and airport obstruction surveys. Ed is responsible for staffing, training, project development, quality control, equipment purchases and maintenance. He is skilled in the latest software and hardware.

Lexington-Fayette Urban County Government, KY - Surveyor. Accomplished several LFUCG surveys, including the current GPS and High Definition Survey of downtown Lexington. Past projects have involved monumentation, utility surveying, GIS data collection, digital mapping and GPS control.

Finance & Administration Cabinet, Otter Creek Park Survey, KY 2010- Senior Surveyor. GRW was selected to perform a boundary survey of Otter Creek Park, now known as the Otter Creek Outdoor Recreation Area, in Meade County, KY. The 2,600 acre park borders Otter Creek and the Ohio River with spectacular views. Survey services included titles, deeds and assessments.

USACE-Fort Knox Boundary Survey – Chief of Surveys from 2012-2013. GRW successfully completed 12.3 miles of boundary surveys at the Fort Knox Military Reservation for the U.S. Army Corps of Engineers, Louisville District. The projects included legal research, boundary surveying, corner and on-line monuments, sign placement and map creation.

Louisville Jefferson County Information Consortium (LOJIC) – Chief of Surveys for an extensive survey project in Jefferson County, KY, establishing a densified network of monumented horizontal and vertical control and reference marks. LOJIC contracted with GRW to install and measure approximately 112 new survey control monuments throughout Jefferson County. The project resulted in a countywide network of highly accurate survey reference points.

Indiana American Water Company – GRW has accomplished several projects for INAWC, with tasks including surveying, mapping, engineering, design, GIS, and related services. A few of our recent work orders have included engineering, surveying and design of the Cleveland Street Water Main and Pump Station; and surveying and engineering design for the State Route 43 water transmission main involving over 17,660 LF.

Kentucky Transportation Cabinet – Senior Surveyor. Completed several statewide surveying, aerial mapping and remote sensing projects for the Kentucky Transportation Cabinet over the last decade. Tasks have included control, GPS surveys, monumentation, mapping and related services.

4.0 LFUCG Experience

LFUCG Experience



We know LFUCG. The GRW team's familiarity with your project and with LFUCG overall is enhanced by our experience working with you on a variety of projects for the past 40+ years. Our working relationship has given us a thorough understanding of LFUCG's operating procedures and design requirements. We have worked

with a broad cross section of LFUCG staff from several separate divisions. GRW's design staff is familiar with local codes, standards and procedures, and is able to accomplish high quality infrastructure planning and design projects that meet these standards.

Below is a list of many of the projects GRW has worked on with LFUCG over the years:



- Arrowhead Drive stormwater improvements
- Beaumont YMCA Multi-Use Trail
- Comprehensive Sanitary Sewer Project: Remaining Unsewered Areas
- Countywide GPS Monumentation (135 Monuments, 116 NGS Bluebook Monuments)
- Countywide Impervious Surface Mapping (to facilitate storm water runoff calculation.
- Derby Drive Stormwater Improvements
- Downtown 3D-Terrestrial Scanning Streetscape in Preparation for World Equestrian Games
- Downtown Collector Sewer Study
- Eastland Parkway-New Circle Road Intersection Improvements
- Efficiency Audit & Peer Review Study for West Hickman & Town Branch WWTPs
- Elam Park Area Flood Mitigation
- Expansion Area 2A Watershed Pumping Station and Force Mains
- FEMA Flood Insurance Study for Lexington Fayette County – (2005, 1992)
- FEMA Map Modernization – Digital Flood Insurance Rate Maps (DFIRM)
- Fort Sumter Area Flood Mitigation
- Fourth Street connector study



- Idle Hour North Stormwater Improvements (shown)
- Liberty/Todds Road (KY 1927) Section 2
- Lower Town Branch Watershed Interceptor Sewers, Force Main and 5 MGD Pumping Station
- Man O' War Intersection Improvements
- Mapping and Digital Orthophotography covering all of Fayette County
- North Elkhorn Watershed Force Main and Pumping Station (19 MGD) (shown)
- NPDES Stormwater Permit, Phase I
- Old Todds Road Sidewalk Improvements
- Phoenix Building and Police Headquarters Elevator System Repair and Upgrade
- Polo Club Boulevard Connection
- Red Mile Rd Bike Path Preliminary Engineering
- Rogers Road Area Flood Mitigation
- Rose Street Extension
- Sanitary Sewer Capability Study for Rural Service Area
- Sanitary Sewer System Rehabilitation
- South Elkhorn Trunk Sewers and Force Mains
- Stormwater Supplemental Project Implementation / Master Planning/Program Manager
- Town Branch Wet Weather Flow Storage (22 MG) & Pumping (56 MGD) Facilities
- Town Branch WWTP Fine Bubble Aeration Conversion
- Town Branch WWTP Upgrade (30 MGD)
- Tucson Drive Area Flood Mitigation
- West Hickman WWTP Administration Building Improvements & Expansion
- West Hickman WWTP Masonry Repair



Appendix: LFUCG Addenda, Forms and Required Documents

This section includes all addenda, as well as all forms and documents required by Lexington-Fayette Urban County Government.

- Cost Sheet
- Firm Submitting Proposal
- Addendum 1
- Affidavit
- Equal Opportunity Agreement
- General Provisions
- Workforce Analysis
- LFUCG MWDBE Participation Form
- Good Faith Effort
- Federal Funds signed page
- Copy of GRW Insurance Certificate
- Affirmative Action Plan

- 3) The date
- 4) The address of the property
2. Provide an electronic file, utilizing AutoCAD drawing format and a pdf, signed and sealed.
3. Provide proposed schedule for completion of the survey.

D. Project Timeline

Submit length of time required to complete this work. Time of completion will be considered as part of proposal evaluation and selection.

E. Selection of Consultant

Consultant will be selected based on the following criteria:

1. Professional qualifications and experience of the team with architectural and engineering services throughout the design and construction phases. 25%
2. Time to complete project. 25%
3. Past record and performance on contracts with the Urban County government or other governmental agencies and private industry with respect to such factors as quality of work and ability to meet schedule. 20%
4. Degree of local employment provided by person or firm. 10%
5. Estimated cost of services 20%

Proposals shall contain appropriate information necessary to be evaluated on these criteria. A committee composed of Urban County Government staff will evaluate the proposals.

Total Project Cost \$ 28,870.00

Firm Submitting Proposal: GRW Aerial Surveys, Inc.

Complete Address: 801 Corporate Drive, Lexington, KY 40503
Street **City** **Zip**

Contact Name: Rob Hench Title: Sr. Vice-President

Telephone Number: 859-223-3999 Fax Number: 859-519-4507

Email address: rhench@grwinc.com

Supplier Information

Company Name: GRW Aerial Surveys, Inc.

Contact Name: Rob Hench, GISP

Address: 801 Corporate Drive

Lexington, KY 40503

Phone: 859-223-3999

Fax: 859-519-4507

Email: rhench@grwinc.com

Supplier Notes

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Rob Hench, GISP

Print Name

Signature

MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #1

RFP Number: #45-2022

Date: July 28, 2022

Subject: Request for Topography Survey Services

Address inquiries to:
Sondra Stone
sstone@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced RFP:

See attached exhibit.

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: GRW Aerial Surveys, inc

ADDRESS: 801 Corporate Drive, Lexington, KY 40503

SIGNATURE OF BIDDER: _____



AFFIDAVIT

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF Kentucky

COUNTY OF Fayette

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

by Rob Hench on this the 05 day

of August , 2022.

My Commission expires: 6/27/2025

#KYNP30783

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.

GRW Aerial Surveys, Inc

Signature

Name of Business

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

08/05/2022

Date

WORKFORCE ANALYSIS FORM

Name of Organization: GRW Engineers, Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	15	1	13	0	1	0	0	0	0	0	0	0	0	0	0	1	14
Professionals	81	62	18	0	0	0	0	0	0	1	0	0	0	0	0	63	18
Superintendents	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Supervisors	17	16	1	0	0	0	0	0	0	0	0	0	0	0	0	16	1
Foremen	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	47	38	9	0	0	0	0	0	0	0	0	0	0	0	0	38	9
Protective	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Para-	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Office/Clerical	2	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	2
Skilled Craft	32	32	0	0	0	0	0	0	0	0	0	0	0	0	0	32	0
Service/Maintena	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total:	194	149	43	0	1	0	0	0	0	1	0	0	0	0	0	150	44

Prepared by: Sandra Anders Admin Assist Date: 08 / 05 / 2022

(Name and Title)

Revised 2015-Dec-15



LFUCG MWDBE PARTICIPATION FORM
 Bid/RFP/Quote Reference # 45-2022

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.				
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.

GRW Aerial Surveys, Inc
Company

08/05/2022
Date

Rob Hench, GISP
Company Representative

Sr. Vice-President
Title



MWDBE QUOTE SUMMARY FORM
 Bid/RFP/Quote Reference # 45-2022

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

Company Name GRW Aerial Surveys, Inc	Contact Person Rob Hench
Address/Phone/Email 801 Corporate Dr, Lexington, KY 40503 859-223-3999/859-519-4507	Bid Package / Bid Date Survey Services Cardinal Run North Park

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.

GRW Aerial Surveys, inc
 Company
08/05/2022
 Date

Rob Hench, GISP
 Company Representative
Sr. Vice-President
 Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 45-2022

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 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.

GRW Aerial Surveys, Inc

Company
08/05/2022

Date

Rob Hench, GISP

Company Representative
Sr. Vice-President

Title

conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

Signature

08/05/2022

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/25/2022

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Underwriters Group, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville, KY 40223	CONTACT NAME: PHONE (A/C, No, Ext): 502-244-1343 FAX (A/C, No): 502-244-1411 E-MAIL ADDRESS:																					
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Fire Insurance Company</td> <td></td> <td>19682</td> </tr> <tr> <td>INSURER B: Hartford Casualty Insurance Company</td> <td></td> <td>29424</td> </tr> <tr> <td>INSURER C: Twin City Fire Insurance Company</td> <td></td> <td>29459</td> </tr> <tr> <td>INSURER D: Kentucky Employers' Mutual Insurance</td> <td></td> <td>10320</td> </tr> <tr> <td>INSURER E: XL Specialty Insurance Company</td> <td></td> <td>37885</td> </tr> <tr> <td>INSURER F: Global Aerospace, Inc.</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Hartford Fire Insurance Company		19682	INSURER B: Hartford Casualty Insurance Company		29424	INSURER C: Twin City Fire Insurance Company		29459	INSURER D: Kentucky Employers' Mutual Insurance		10320	INSURER E: XL Specialty Insurance Company		37885	INSURER F: Global Aerospace, Inc.	
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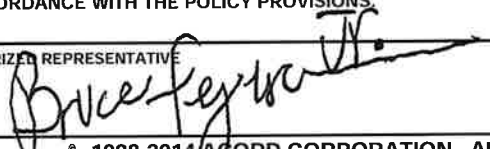
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	33UUNOL5417	03/01/2022	03/01/2023	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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> HCPD <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	33UENOL5418	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<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	X	X	33RHUOL5419	03/01/2022	03/01/2023	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
								\$
C	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	33WEOL6H5H Other States	03/01/2022	03/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
D				361580 KY Only	03/01/2022	03/01/2023	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
E	Professional Liability			DPR9989814	03/01/2022	03/01/2023	Per Claim/Agg	5,000,000
A	Equipment - ACV			33MSZL9179	03/01/2022	03/01/2023	Limit	1,420,823
F	Aviation Liability			9000063	03/01/2022	03/01/2023	Occurrence	1,000,000

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

CERTIFICATE HOLDER CANCELLATION

For Informational Purposes	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 

**Affirmative Action Program for
Minorities and Women**

GRW Engineers, Inc.

Headquarters

**Affirmative Action Program
for
Minorities and Women**

**February 1, 2021 through January 31, 2023
Plan Year**

CONFIDENTIAL, TRADE SECRET, and PRIVATE MATERIAL

This Affirmative Action Plan contains confidential, trade secret, commercial, and private information of GRW which is protected from disclosure by the Office of Federal Contract Compliance Programs pursuant to the Trade Secrets Act, 18 U.S.C. § 1905. The release of this information could cause substantial harm to GRW or its employees within the meaning of the Freedom of Information Act ("FOIA"), 5 U.S.C. §§ 552 (b)(3), (4), (6), and (7) and the Trade Secrets Act. FOIA protects information in this document from mandatory disclosure to FOIA requestors. See, e.g., *Chrysler v. Brown*, 441 U.S. 281 (1979). Furthermore, release of any trade secret, confidential statistical, or commercial information would be arbitrary and capricious in violation of the Administrative Procedure Act. See, e.g., *CNA Financial Corp. v. Donovan*, 830 F.2d 1132, 1144 (D.C. Cir.), cert. denied, 485 U.S. 977 (1988).

GRW Engineers, Inc.
Headquarters

**AFFIRMATIVE ACTION PROGRAM
FOR
MINORITIES AND WOMEN**

**February 1, 2021 through January 31, 2023
Plan Year**

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Introduction

GRW Engineers, Inc. (GRW) has prepared this Affirmative Action Program (AAP) for the period of February 1, 2021 through January 31, 2022, reaffirming its commitment to the letter and spirit of affirmative action law, including those administered by the U. S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP). Through the implementation of this AAP, GRW continues its efforts to comply with appropriate government regulations and to make the best possible use of personnel while contributing to the betterment of society and the community.

In developing this AAP GRW recognizes its duty to ensure equal employment opportunity. The following statement of policy reinforces that belief.

Reaffirming Commitment to Equal Employment Opportunity

In setting forth this AAP GRW reaffirms its belief in equal employment opportunity for all employees and applicants for employment in all terms and conditions of employment.

Ron Gilkerson, CEO of GRW, designated Gayla Szak as the Equal Employment Opportunity Administrator (EEO Administrator). Gayla Szak oversees the AAP development, modification, implementation, and reporting requirements and conducts management updates. The EEO Administrator also analyzes GRW's selection process to further the principles of equal employment opportunity.

As part of GRW's commitment to this overall process, it will seek to ensure affirmative action to provide equality of opportunity in all aspects of employment, and that all personnel activities, such as the recruitment, selection, training, compensation, benefits, discipline, promotion, transfer, layoff, and termination processes remain free of illegal discrimination and harassment based upon race, color, religion, sex, sexual orientation, gender identity, and national origin. Regular review by GRW, as described in this AAP, helps ensure compliance with this policy.

Internal Dissemination of EEO Policy

41 C.F.R. § 60-1.42

GRW posts copies of the equal employment opportunity notices that comply with 41 C.F.R. § 60-1.42(a) in conspicuous places (including, where applicable, electronic websites) available to employees, applicants for employment, and (if applicable) representatives of each labor union or other organization representing its employees with which GRW has a collective-bargaining agreement or other contract or understanding. The following exemplify the methods and locations GRW may use in its ongoing efforts to ensure continuing dissemination of its policy and AAP, although GRW may not always use each or any of the below methods, and it may use other methods not listed below:

1. Internal employee manuals contain the policy statement.
2. The policy statement is posted on bulletin boards accessible to employees.
3. GRW references the policy and progress in its annual report, newspaper, magazine, and other publications.
4. Orientation meetings for new employees and in-house employment-related training include references to GRW's policy.
5. GRW publications, if any, including those with photographs, generally feature individuals of diverse gender, race, color, and national origin, where feasible.
6. Pertinent portions of GRW's Affirmative Action Program are available during regular business hours for inspection by employees and applicants for employment.

External Dissemination of EEO Policy

41 C.F.R. § 60-1.41; 41 C.F.R. § 60-1.5

1. In solicitations or advertisements for employees placed by or on its behalf, GRW complies with at least one of the following methods regarding the dissemination of its equal employment opportunity clause:
 - a. GRW states expressly in the solicitations or advertising that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. 41 C.F.R. § 1.41(a).
 - b. GRW uses a single advertisement, and the advertisement is grouped with other advertisements under a caption which clearly states that all employers in the group assure all qualified applicants equal consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. 41 C.F.R. § 1.41(c).

- c. GRW uses a single advertisement in which appears in clearly-distinguishable type the phrase “an equal employment opportunity employer.” 41 C.F.R. § 1.41(d). When pictures are included in these media, where feasible, efforts will be made to include pictures of individuals of diverse gender, race, and national origin.
2. The following exemplify the methods and locations GRW may use in its ongoing efforts to ensure continuing dissemination of its policy and AAP, although GRW may not always use all of the below methods, and it may use other methods not listed below:
 - a. GRW notifies subcontractors, suppliers, and vendors of the policy about both its obligations to equal employment opportunity and about GRW’s AAP.
 - b. GRW advises recruitment sources, minority and female organizations, community agencies, and colleges of its commitment to this policy and AAP. GRW informs these sources that job applicants will be treated fairly without regard to their race, color, religion, sex, sexual orientation, gender identity, and national origin.
 - c. GRW communicates with the state employment security office regarding its commitment to the policy.
3. In addition, GRW incorporates by reference the equal employment opportunity and affirmative action clauses into each of its covered federal contracts and subcontracts, including federal agency bills of lading, transportation requests, and such other covered contracts and covered subcontracts as required by law, purchase orders, lease agreements, Government contracts, and other covered contracts (and modifications thereof if not included in the original contract) in accordance with 41 C.F.R. § 60-1.4 (a) – (c) (unless exempted under 41 C.F.R. § 60-1.5).

Establishment of Responsibility for Implementation of the AAP

41 C.F.R. § 60-2.17(a)

A. Identification and Responsibilities of EEO Administrator

Overall responsibility for GRW's AAP rests with the EEO Administrator, Gayla Szak. Gayla Szak ensures the AAP complies with all applicable laws, orders, and regulations, including but not limited to Executive Orders 11246, 13496, and their progeny. Specifically, Gayla Szak or the designated representative's duties include:

1. Developing, maintaining, and modifying, where appropriate, GRW's AAP to ensure compliance with the EEO/AA law.
2. Developing and modifying, where appropriate procedures for effectively communicating the AAP and its elements both internally and externally.
3. Advising management on EEO/AA progress, reporting potential EEO/AA problem areas, and assisting management in finding equitable solutions, where feasible, to any identifiable EEO/AA problem areas.
4. Evaluating the effectiveness of GRW's AAP on a regular basis and reporting to management.
5. Designing, implementing, and overseeing audit and reporting systems that periodically measure the effectiveness of the total affirmative action program. 41 C.F.R. § 2.17 (d)(1)-(4), identifying need for remedial action, and determining the degree to which objectives have been achieved.
6. Acting as Company representative and liaison with any government agencies regarding this AAP.
7. Monitoring Company policies and procedures with regard to terms and conditions of employment to attempt to ensure compliance with affirmative action obligations.
8. Auditing the content of GRW's bulletin board and electronic policies, as appropriate, to ensure compliance information is posted and up to date.
9. Keeping management up to date on the latest developments in the areas of EEO and affirmative action.
10. Serving as a liaison between GRW and organizations, such as minority organizations and women's organizations.
11. When necessary, developing sales and management training programs to increase protected-group participation.
12. Assisting in the investigation, handling, and disposition of employee harassment and discrimination complaints.

13. Discussing EEO/AA policies with all personnel, including management, to ensure GRW's policies and the need for their support are understood at all levels.
14. Reviewing GRW's AAP for qualified women and minorities with all managers and supervisors to ensure the policy is understood and followed in all personnel actions.
15. Conducting periodic reviews of offices to ensure compliance in the areas of proper display of posters and notices, comparable facilities for both sexes, and opportunity for participation in Company-sponsored recreational, educational, and social activities.
16. Auditing training programs, hiring, and promotion patterns.

B. Management Responsibilities

Line and upper management share responsibility for the AAP, including but not limited to the following:

1. Assisting in auditing AAP progress, including identifying problem areas, formulating solutions, establishing appropriate goals, and developing necessary training programs.
2. Reviewing the qualifications of applicants and employees to ensure qualified individuals are treated in a nondiscriminatory manner in hiring, promotion, transfers, and termination actions.
3. Making available career counseling, when appropriate.
4. Reviewing the job performance of each employee to assess whether personnel actions are justified based on the employee and his or her duties.
5. Reviewing position descriptions of the jobs in the manager's area or department to see that they adequately reflect the job to be performed.
6. Assisting subordinates and upper management in the prevention of harassment.

Identification of Areas for Discussion

41 C.F.R. § 60-2.17(b)

GRW's commitment to fully implement this policy and AAP include periodic reviews of its total employment process to determine whether and where impediments to equal employment opportunity exist. These reviews include:

1. The workforce by organizational unit and job group of minority or female utilization and distribution;
2. Personnel activity to determine whether there are selection disparities;
3. Compensation systems to determine if there are gender-, race-, or ethnicity-based disparities;
4. Selection, recruitment, referral, and other personnel procedures to determine whether they result in employment or placement disparities of minorities or women; and,
5. Any other areas that might impact the success of the affirmative action program. 41 C.F.R. § 2.17 (b)(1)-(5), including, for example, GRW's review of:
 - a. The workforce composition by race and sex to compare it to the availability of these groups;
 - b. GRW's applicant flow compared to the availability for the protected groups;
 - c. A comparison of hires to applicants pertaining to minorities and women;
 - d. Selection forms, such as applications for employment, to ensure they comply with federal and state employment laws;
 - e. Processes to ensure there are no artificially-created barriers or restrictive seniority provisions; and,
 - f. Training opportunities to ensure they are available to minorities and women.

Identification of problem areas are discussed in the next section titled Narrative Discussion of Goals.

Narrative Discussion of Goals

The Headquarters plan has 211 employees, including 4 minorities and 40 females. The following goals exist for minorities and/or women:

- 1.1 - Executive/Senior Level Officials and Managers - This group consists of 7 employees, of whom none are minorities and none are females. There is no need to set a placement goal at this time for minorities or females.
- 1.2 - First/Mid-Level Officials and Managers - This group consists of 13 employees, of whom none are minorities and none are females. There is no need to set a placement goal at this time for minorities or females.
- 2 - Professionals - This group consists of 87 employees, of whom 3 are minorities and 18 are females. There is no need to set a placement goal at this time for minorities or females.
- 3 - Technicians - This group consists of 42 employees, of whom none are minorities and 6 are females. There is no need to set a placement goal at this time for minorities, but there is a goal of 34.35% for females.
- 5 - Administrative Support Workers - This group consists of 16 employees, of whom 1 is a minority and 15 are females. There is no need to set a placement goal at this time for minorities or females.
- 6 - Craft Workers - This group consists of 33 employees, of whom none are minorities and none are females. There is no need to set a placement goal at this time for minorities, but there is a goal of 10.98% for females.
- 7 - Operatives - This group consists of 13 employees, of whom none are minorities and 1 is a female. There is no need to set a placement goal at this time for minorities or females.

GRW will use alternate recruitment sources, when necessary, to attract more qualified external applicants. In those instances where statistical disparities are indicated, GRW will take action as outlined in the Action-Oriented Programs Section to monitor and eliminate any problem areas, as well as other similar actions.

Development and Execution of Action-Oriented Programs

41 C.F.R. § 60-2.17(c)

GRW has instituted action-oriented programs designed to eliminate any problem areas, should they exist, in accordance with § 60-2.17(b), and to help achieve specific affirmative action goals. GRW will make good-faith efforts to remove identified barriers, expand employment opportunities, and produce measurable results. These programs may include items such as:

1. Conducting periodic reviews of job descriptions attempting to ensure they accurately reflect job-related duties and responsibilities.
2. Reviewing job qualifications by department and job title for job-relatedness, and using job performance criteria.
3. Making job descriptions and qualifications available to recruiting sources and to all members of management involved in the recruiting, screening, selection, and promotion processes.
4. Making good-faith efforts to select the most qualified candidates. Accordingly, GRW evaluates its total selection process to ensure selections are made in a nondiscriminatory manner through:
 - a. Annual reviews of job applications and other pre-employment forms to ensure information requested is job-related;
 - b. Annual evaluations of selection methods that may result in statistical disparities to ensure they are non-discriminatory;
 - c. Annual provisions of assistance, such as training and guidance on proper interviewing techniques and EEO training, to employees, management, and supervisory staff, including, but not limited to, those who are involved in the recruitment, selection, discipline, and other related processes, so that personnel actions are made in a nondiscriminatory manner; and
 - d. Annual review of selection techniques and employment standards.
5. GRW employs appropriate methods to attempt to improve recruitment and increase the flow of qualified minorities and women applicants in its recruiting process, including a number of the following actions:
 - a. Disseminating information on job opportunities to organizations representing minorities, women, and employment development agencies when job opportunities occur;
 - b. Encouraging all employees to refer qualified applicants;
 - c. Actively recruiting in colleges and universities with predominantly minority or female enrollments where underutilization exists in such areas, and

- d. Requesting employment agencies to refer qualified minorities and women.
 - e. Whenever feasible and appropriate, GRW participates in job fairs, career days, youth-motivation programs, and other programs that foster exposure for qualified minorities and women.
 - f. GRW encourages all employees to participate in Company-sponsored activities and programs.
 - g. GRW utilizes various community organizations and schools as referral sources.
6. GRW reviews promotion criteria and procedures so that job qualifications form the basis for the promotional decisions. GRW monitors promotion rates for minorities and women and, when necessary, may employ one or more of the following procedures:
- a. Providing job training, job-related courses, or certificate programs.
 - b. Reviewing work specifications and job qualifications to ensure job-relatedness.
 - c. Conducting career counseling, where appropriate, during performance evaluations.
 - d. Informing employees about educational programs and other opportunities available to improve their employment prospects.
 - e. Reviewing Company-sponsored social and recreational activities to ensure non-discriminatory participation and availability.
 - f. Ensuring that all employees are given equal opportunity for promotion. This is achieved by:
 - 1. Generally posting or otherwise announcing promotional opportunities.
 - 2. Offering counseling to assist employees in identifying promotional opportunities, training and educational programs to enhance promotions and opportunities for job rotation or transfer; and
 - 3. Evaluating job requirements for promotion.

Internal Audit and Reporting System

41 C.F.R. § 60-2.17(d)

- 1. Gayla Szak, GRW's EEO Administrator, maintains an internal audit system to attempt to oversee GRW's Affirmative Action Program and assess progress. The EEO Administrator is responsible for ensuring that the formal AAP documents are developed and prepared and for the effective AAP implementation; however, responsibility is likewise vested with each department manager

and supervisor, depending upon the specific responsibility. The audit system is designed and implemented to measure the effectiveness of the total affirmative action program [41 C.F.R. § 2.17 (d)(1)-(4)], including:

- a. Monitoring records of all personnel activity, including referrals, placements, transfers, promotions, terminations, and compensation at all levels, to ensure the nondiscriminatory policy is carried out,
 - b. Requiring internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained,
 - c. Reviewing reports at all levels of management; and
 - d. Advising top management of the program's effectiveness and submitting recommendations to improve unsatisfactory performance. 41 C.F.R. § 2.17 (d)(1)-(4).
2. GRW reviews various employment decisions, such as job referrals, hiring decisions, transfers, promotions, and terminations. GRW maintains summary data where necessary and feasible, and conducts regular reviews at least annually.
 3. There is no "de facto" (in practice without being officially established) segregation. Further, GRW ensures that facilities, as broadly defined in 41 C.F.R. § 60-1.8, provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result, provided that separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to ensure privacy between the sexes.
 4. GRW complies with required records retention provisions set forth in 41 C.F.R. §60-1.12 and elsewhere in the applicable OFCCP regulations, and maintains a) employment applications (generally for two years); b) summary data of applicant flow by identifying, at least, total applicants, total minority applicants, and total female applicants, where necessary and feasible, and conducts regular reviews at least annually; c) applicant flow showing the name, race, sex, date of application, job title, interview status, and the action taken for all individuals applying for job opportunities, and the relevant applicant/hire decisions; d) summary data of external job offers and hires, promotions, resignations, terminations, and layoffs by job group and by sex and minority group identification; and e) records pertaining to its compensation system.
 5. Provide needed reports to managers and supervisors regarding the results of the audit as well as GRW's overall progress in the area of EEO/AA. Any recommended actions should be made as well. Reports shall be made to senior management on at least an annual basis.

Guidelines for Prevention of Sex Discrimination

41 C.F.R. § 60-20.1 et seq.

GRW supports the promotion and ensuring of equal employment opportunity of its employees and applicants without regard to sex, and endorses and complies with the following policy statements:

1. GRW does not discriminate against any employee or applicant for employment because of sex. The term sex includes, but is not limited to, pregnancy, childbirth, or related medical conditions; gender identity; transgender status; and sex stereotyping. 41 C.F.R. §60-20.2(a).
2. GRW maintains gender-neutral personnel policies that expressly indicate that there shall be no unlawful discrimination against employees based on sex. Unless sex is a bona fide occupational qualification reasonably necessary to the normal operation of business, GRW will not make any distinction based on sex in recruitment, hiring, firing, promotion, compensation, hours, job assignments, training, benefits, or other terms, conditions, or privileges of employment. The terms and conditions of any written collective bargaining agreements shall not be inconsistent with these guidelines. 41 C.F.R. §60-20.2(b).
3. GRW will not make any distinction between married and unmarried persons of one sex that is not made between married and unmarried persons of the opposite sex; or deny employment to women with children unless it has the same exclusionary policies for men; or steer women into lower-paying or less desirable jobs on the basis of sex; or impose any differences in retirement age or other terms, conditions, or privileges of retirement on the basis of sex. 41 C.F.R. § 60.20.2(b).
4. GRW does not maintain seniority lines and lists on the basis of sex. 41 C.F.R. § 60-20.2(b).
5. GRW's employment advertisements do not express a sex preference nor does GRW place advertisements in columns designated "males" or "females", unless sex is a bona fide occupational qualification reasonably necessary to the normal operation of business. 41 C.F.R. §60-20.2(b).
6. All employees at GRW shall have an equal opportunity to any available job that he or she is qualified to perform, unless sex is a bona fide occupational qualification. 41 C.F.R. §60-20.2(b).
7. GRW will not deny transgender employees access to the restrooms or similar facilities designated for use by the gender with which they identify. 41 C.F.R. §60-20.2(b).
8. GRW will not treat employees or applicants adversely because they have received or are planning to receive transition-related medical services designed to facilitate the adoption of a sex or gender other than the individual's designated sex at birth. 41 C.F.R. §60-20.2(b).
9. GRW does not hire or employ employees on the basis of sex unless sex is a bona fide occupational qualification reasonably necessary to the normal operation of business. 41 C.F.R. §60-20.3.
10. GRW does not engage in any employment practice that discriminates in wages, benefits, or any other forms of compensation, or denies access to earnings opportunities, because of sex. 41 C.F.R §60-20.4.
11. All employees of GRW have equal opportunity to obtain regular and/or overtime hours, commissions, pay increases, incentive compensation, or any other additions to regular earnings. 41 C.F.R §60-20.4.

12. GRW's wage schedules are not related to or based on sex, but rather are based on job relatedness and are consistent with business necessity. 41 C.F.R §60-20.4.
13. GRW does not discriminate on the basis of pregnancy, childbirth, or related medical conditions, including childbearing capacity. 41 C.F.R. § 60-20.5.
14. Any fringe benefits, which include but are not limited to medical, hospital, accident, life insurance and retirement benefits; profit-sharing and bonus plans; leave, etc. that are offered by GRW, are not based on sex. 41 C.F.R. § 60-20.6.
15. GRW does not make employment decisions on the basis of sex-based stereotypes, such as stereotypes about how males and/or females are expected to look, speak, or act. 41 C.F.R. § 60-20.7.
16. GRW has a no tolerance policy regarding harassment and hostile work environments. Harassment on the basis of sex includes unwelcome sexual advances, requests for sexual favors, offensive remarks about a person's sex, and other verbal or physical conduct of a sexual nature. Harassment because of sex includes sexual harassment (including sexual harassment based on gender identity or transgender status); harassment based on pregnancy, childbirth, or related medical conditions; and harassment that is not sexual in nature but that is because of sex or sex-based stereotypes. 41 C.F.R. § 60-20.8.
17. When appropriate, GRW makes affirmative efforts to increase the number and percentage of women in the workforce, including, but not limited to the following:
 - a. GRW recruits women and encourages existing women employees to apply for positions historically labeled by society as "traditionally male".
 - b. GRW guarantees equal, gender-neutral access to training and tuition reimbursement programs, including management training and other types of workplace training programs.
 - c. GRW informs management of its affirmative action responsibilities.

Policy with Respect to Religion/National Origin

41 C.F.R. § 60-50.1 et seq.

Pursuant to the guidelines prohibiting discrimination on the basis of religion and/or national origin, 41 C.F.R. § 60-50.1, et seq., GRW hereby reaffirms that it does not discriminate against employees, or applicants for employment, because of religion or national origin. GRW takes affirmative action to seek to ensure that employees or applicants for employment are treated without regard to their religion or national origin in all aspects of the terms and conditions of employment, such as upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay (or other forms of compensation), and selection for training.

GRW has reviewed its employment practices and determined that its employees, including those who belong to religious or ethnic groups, have received fair consideration for job opportunities. Based upon its review, and depending upon the circumstances, GRW will undertake appropriate actions, which may include one or more of the following activities:

1. Issuing a policy directive to employees reaffirming GRW's obligation to provide equal employment opportunity without regard to religion or national origin. This policy will be communicated in such a manner as to foster understanding, acceptance, and support among executives, managers, supervisors, and other employees, and to encourage such persons to take the necessary action to aid GRW in meeting its obligations.
2. Developing internal procedures to ensure GRW's obligation to provide equal employment opportunity, without regard to religion or national origin, is fully implemented. Specifically, employment activities are reviewed by the EEO Administrator.
3. Informing management annually of its commitment to equal employment opportunity, without regard to religion or national origin.
4. Enlisting the assistance and support of recruitment sources for this commitment.

GRW acknowledges its responsibility to make reasonable accommodations for the religious observances and practices of its existing or prospective employees under the terms of Title VII of the Civil Rights Act of 1964. An accommodation for religious purposes will be denied should GRW determine that the company would have to suffer undue hardship. During this accommodation evaluation, the following factors will continue to be considered by GRW:

1. Business necessity;
2. Financial costs and expenses; and
3. Resulting personnel problems.

Organizational Profile

Contractors and subcontractors are required to include in their AAPs an organizational profile of their workforce using either a “workforce analysis” or “organizational display” that provides detailed data reflecting staffing patterns within the establishment. 41 C.F.R. § 60-2.11. An organizational profile shows the staffing pattern within a contractor’s establishment. This profile assists an employer in identifying where, in the workforce of its site which is the subject of this AAP, women or minorities are underrepresented or concentrated. A workforce analysis is used in this AAP, which lists each job title from the lowest paid to the highest paid within each department or similar organizational unit.

Job Group Analysis

Contractors and subcontractors are required to include in their AAPs a “job group analysis” by combining jobs at the establishment with similar content, wage rates, and opportunities to form job groups. 41 C.F.R. § 60-2.12. The job group analysis is a contractor’s first comparison of the representation of minorities and women in its workforce with the estimated availability of minorities and women to be employed. The job group is created by first sorting the various jobs at the establishment into job groups, which is a collection of jobs in an organization with similar job content (field of work and/or skill level), similar promotional opportunities, and similar compensation. The job groups then are developed to fit the unique characteristics of each organizational unit, taking into account the size, type, and complexity of the work performed. Contractors, after combining the job titles for the job group analysis, must then separately provide the percentage of minorities and the percentage of women they employ in each job group.

Availability Analysis

Contractors and covered Federal subcontractors, after aggregating individual jobs into job groups, are then required to determine the availability of women and minorities for those job groups. 41 C.F.R. § 60-2.14. "Availability" is a percentage estimate of the women and minorities who have the skills required to perform the jobs within the job groups. To determine the availability percentages, contractors are required to consider two factors: 1) factors reflecting the availability outside the contractor's workforce (such as people in the immediate labor area or reasonable recruitment area); and, 2) factors affecting the availability inside the contractor's own workforce (such as people who are qualified and available by transfer, promotion, or training). Contractors typically rely on the most current U.S. Census data to develop their external availability factors, and on their own workforce numbers to develop their internal availability factors. Both external and internal factors must be considered, but contractors may "weight" each of the two factors according to each factor's relevance to the job group in question. Such weighting is included in the following availability statistics for each job group.

After a contractor has formulated job groups and determined the minority and female availability percentages for each job group, it must then compare the actual utilization of minorities and women in each job group with their estimated availability, and identify those job groups where the percentage of women and/or minorities employed is less than would reasonably be expected given their availability. 41 C.F.R. § 60-2.15.

Placement Goals

Contractors and subcontractors must compare the percentage of minorities and women in each job group with the availability for those job groups as calculated in this AAP. 41 C.F.R. § 60-2.13 to 60.2.15. When the percentage of minorities or women in a job group is less than would be reasonably expected given their availability, contractors are required to establish placement goals, which also serve as reasonably attainable objectives to measure progress toward achieving equal employment opportunity. 41 C.F.R. § 60-2.16.

Contractors may use a number of methods to determine whether their actual employment percentage of minorities and/or females is lower than would reasonably be expected, including the need to set a placement goal when: 1) there is “any difference” between the availability percentage and the employment percentage; 2) actual employment is less than 80 percent of calculated availability (which is the expected representation); or, 3) the difference between the actual and expected employment is statistically significant. Any reasonable method, as long as it is uniformly applied, is acceptable to the OFCCP.

Placement goals are established as a percentage equal to the calculated availability and serve as objectives or targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire affirmative action program work. 41 C.F.R. § 60-2.16. **Although a contractor is required to make good faith efforts to meet its goals, the goals are not allowed under law to be quotas (with the exception of a few circumstances, such as when there is a court order to remedy prior unlawful discrimination.)**

Progress Toward Goals Report

Contractors and subcontractors must maintain its current affirmative action plan (AAP) and documentation of good faith efforts, and must preserve its AAP and documentation of good faith efforts for the immediately preceding AAP year. 41 C.F.R. § 60-1.12 (b).

One of the key components to the effective implementation of an AAP is the acknowledgement of progress toward the goals established in the utilization analysis of the preceding year. As such, this is one of the items requested by OFCCP during a routine compliance evaluation.

To compare progress toward goals, the contractor must measure the employment activity that has occurred during the plan year. The variable here is opportunities which are defined by OFCCP as total placements (hires plus promotions) into the job group.

Disparity Analysis

Contractors and subcontractors are required to include personnel activity (applicant flow, hires, terminations, promotions, and any other personnel actions) to determine whether there are selection disparities. 41 C.F.R. § 60-2.17 (b) (2).

The Disparity Analysis is a tool to measure the statistical relationship between two selected groups. The following report identifies whether the rates of those hired, promoted, or terminated are similar without regard to race or gender.

**Affirmative Action Program for
Protected Veterans**

GRW Engineers, Inc.

Headquarters

**Affirmative Action Program
For Protected Veterans**

**February 1, 2021 through January 31, 2023
Plan Year**

CONFIDENTIAL, TRADE SECRET, AND PRIVATE MATERIAL

This Affirmative Action Plan contains confidential, trade secret, commercial, and private information of GRW which is protected from disclosure by the Office of Federal Contract Compliance Programs pursuant to the Trade Secrets Act, 18 U.S.C. § 1905. The release of this information could cause substantial harm to GRW or its employees within the meaning of the Freedom of Information Act ("FOIA"), 5 U.S.C. §§ 552 (b)(3), (4), (6) and (7) and the Trade Secrets Act. FOIA protects information in this document from mandatory disclosure to FOIA requestors. See, e.g., *Chrysler v. Brown*, 441 U.S. 281 (1979). Furthermore, release of any trade secret, confidential statistical or commercial information would be arbitrary and capricious in violation of the Administrative Procedure Act. See, e.g., *CNA Financial Corp. v. Donovan*, 830 F.2d 1132, 1144 (D.C. Cir.), cert. denied, 485 U.S. 977 (1988).

GRW Engineers, Inc.
Headquarters

**AFFIRMATIVE ACTION PROGRAM
FOR PROTECTED VETERANS**

**February 1, 2021 through January 31, 2023
Plan Year**

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Introduction

GRW Engineers, Inc. (GRW) sets forth this affirmative action program (“AAP”) for the year from February 1, 2021 through January 31, 2022, reaffirming its commitment to the spirit and letter of affirmative action law. Through the implementation of this plan GRW continues its efforts to comply with appropriate government regulations and to make the best possible use of personnel while contributing to the betterment of society and the community.

In developing this AAP, GRW recognizes its duty to ensure equal employment opportunity.

Definitions. For the purposes of this AAP, the term “Protected Veteran” shall be defined as follows, according to the VEVRAA regulations:

Active Duty Wartime or Campaign Badge Veteran means a veteran who served on active duty in the U.S. military, ground, naval, or air service during a war or in a campaign or expedition for which a campaign badge has been authorized, under the laws administered by the U. S. Department of Defense.

Armed Forces Service Medal Veteran means any veteran who, while serving on active duty in the U.S. military, ground, naval, or air service, participated in a United States military operation to which an Armed Forces service medal was awarded pursuant to Executive Order 12985.

Disabled Veteran means:

1. A veteran of the U. S. military, ground, naval, or air service who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs, or
2. A person who was discharged or released from active duty because of a service-connected disability.

Protected Veteran means a veteran who is protected under the non-discrimination and affirmative action provisions of VEVRAA; specifically, a veteran who may be classified as a “disabled veteran,” “recently-separated veteran,” “active duty wartime or campaign badge veteran,” and/or an “Armed Forces Service Medal Veteran” as defined by this AAP and VEVRAA.

Recently-Separated Veteran means any veteran during the three-year period beginning on the date of such veteran’s discharge or release from active duty in the U.S. military, ground, naval, or air service.

Pre-JVA veterans are those who would be protected by 41 C.F.R. Part 250 if it were not rescinded, but would not be protected under 41 C.F.R. Part 300, and if GRW is found to still be signatory to any federal contracts signed on or before November 30, 2003 and which have not since been amended, modified and/or extended.

Equal Employment Opportunity Policy Statement

41 C.F.R. § 60-300.44(a)

In setting forth this plan GRW reaffirms its belief and commitment in equal employment opportunity for all employees and applicants for employment in all terms and conditions of employment. Gayla Szak, as the EEO Administrator, oversees the plan development, modification, implementation, and reporting requirements and conducts management updates. GRW's top U.S. executive supports GRW's AAP.

GRW provides for an audit and reporting system regarding GRW's affirmative action responsibilities under the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended ("VEVRAA") regulations, and assigns overall responsibility for the implementation of affirmative action responsibilities under these regulations.

GRW recruits, hires, trains and promotes persons in all job titles, and ensures that all personnel actions are administered without regard to protected veteran status; and ensures that all employment actions are based only on valid job requirements. It is GRW's policy not to discriminate because of a person's relationship or association with a protected veteran. This includes spouses and other family members. GRW will safeguard the fair and equitable treatment of protected veteran spouses and family members with regard to all employment actions and prohibit harassment of applicants and employees because of their relationship or association with a protected veteran. GRW's employees and applicants are not subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in or may engage in any of the following activities:

1. filing a complaint with GRW or with Federal, state, or local agencies regarding the status covered under this AAP;
2. assisting or participating in any investigation, compliance review, hearing, or any other activity related to the administration of any Federal, State, or local law requiring equal employment opportunity for protected veterans;
3. opposing any act or practice made unlawful by VEVRAA or its implementing regulations, or any other Federal, State or local law requiring equal opportunity for protected veterans; or
4. exercising any other right protected by VEVRAA or its implementing regulations.

GRW's full AAP, absent the data metrics required by 41 CFR § 60-300.44(k), is available for inspection upon request. The method of obtaining a copy of the AAP is listed within the affirmative action policy statement physically posted at GRW's establishment.

Review of Personnel Processes

41 C.F.R. § 300.44(b)

1. GRW ensures its personnel processes provide for careful, thorough, and systematic consideration of the job qualifications of applicants and employees who are known protected veterans for job vacancies filled either by hiring or promotion, and for all training opportunities offered or available.
2. GRW also ensures that when a protected veteran is considered for employment opportunities, GRW relies only on that portion of the individual's military record, including his or her discharge papers, relevant to the requirements of the opportunity in issue.
3. GRW ensures that its personnel processes do not stereotype protected veterans in a manner which limits their access to all jobs for which they are qualified.
4. GRW periodically reviews such processes and makes any necessary modifications to ensure that these obligations are carried out. A description of the review and any necessary modifications to personnel processes or development of new processes is included in this AAP.
5. GRW designs procedures that facilitate a review of the implementation of this requirement by GRW and the Government. The procedures GRW uses are as follows:
 - a. The application or personnel form of each known applicant who is a protected veteran is annotated to identify each vacancy for which the applicant was considered, and the form will be quickly retrievable for review by the Department of Labor and GRW's personnel officials for use in investigations and internal compliance activities.
 - b. Where applicants or employees are selected for hire, promotion, or training and GRW undertakes any accommodation which makes it possible for it to place a disabled veteran on the job, GRW makes a record containing a description of the accommodation. The record is treated as a confidential medical record in accordance with § 60-300.23(d).

Physical and Mental Job Qualifications

41 C.F.R. § 300.23 and 44(c)

1. GRW adheres to a schedule for the periodic review of all physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified disabled veterans, they are job-related for the position and are consistent with job necessity.
2. Whenever GRW applies physical or mental qualification standards in the selection of applicants or employees for employment or other change in employment status such as

promotion, demotion or training, to the extent that qualification standards tend to screen out qualified disabled veterans, the standards shall be related to the specific job or jobs for which the individual is being considered and consistent with business necessity. GRW reviews its job descriptions and qualifications to ensure they accurately reflect job duties and responsibilities. The schedule is as follows as job openings become available; as new job qualifications are established; and/or, when new equipment is installed.

3. No pre-employment physical examinations or questionnaires are used by GRW prior to a job offer contingent on such examinations and other requirements.
4. GRW may use as a defense to a violation of its obligations in Paragraph 2 above that an individual poses a direct threat to the health or safety of the individual or others in the workplace.
5. When GRW conducts a medical examination or inquiry of a protected veteran it will do so according to the terms and conditions of the VEVRAA and Section 503 regulations, and the results of such an examination or inquiry are kept confidential according to federal regulations, which includes the following exceptions:
 - a. Supervisors and managers may be informed regarding restrictions on the work or duties of the applicant or employee and necessary accommodations;
 - b. First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment; and,
 - c. Government officials engaged in enforcing the laws administered by the OFCCP regarding individuals with disabilities or protected veterans, or enforcing The Americans with Disabilities Act (“ADA”) and The Americans with Disabilities Act Amendment Act of 2008 (“ADAAA”), shall be provided relevant information on request.

Reasonable Accommodation

41 C.F.R. §60-300.44(d)

1. It is GRW's policy as a matter of nondiscrimination to make reasonable accommodation to the known physical and mental limitations of all otherwise qualified disabled veterans unless it can demonstrate that the accommodation would impose an undue hardship on GRW's business, in accordance with the terms and conditions of Section 503 regulations. Undue hardship will be determined by its definition under applicable regulations under Section 503 including, but not limited to the following: Undue hardship means, with respect to the provision of an accommodation, significant difficulty or expense incurred by the contractor, when considered in light of the factors set forth in 41 CFR § 60-300.2 (aa)(2), such as the overall financial resources of the facility and the impact of the accommodation upon the operation of the facility (this is not an all-inclusive list).
2. As a matter of affirmative action, if an employee who is known to be a disabled veteran is having significant difficulty performing his or her job and it is reasonable to conclude that the performance problem may be related to the known disability, GRW confidentially notifies the employee of the performance problem and inquires whether the problem is related to the employee's disability.
3. If the employee responds affirmatively, GRW confidentially inquires whether the employee is in need of a reasonable accommodation.

Anti-Harassment Procedures

41 C.F.R. § 60-300.44(e)

GRW has developed and implemented procedures to ensure its employees are not harassed because of their status as a protected veteran.

External Dissemination of Policy, Outreach, and Positive Recruitment

41 C.F.R. § 300.44(f)

1. GRW sends written notification of its policy related to affirmative action efforts to all subcontractors, including subcontracting vendors and suppliers, requesting appropriate action on their part.
2. GRW undertakes appropriate outreach and positive recruitment activities such as some of those listed below that are reasonably designed to effectively recruit protected veterans. It is not contemplated that GRW will necessarily undertake all the activities listed below or that its activities will be limited to the items listed below. The scope of GRW's efforts shall depend upon all circumstances, including GRW's size and resources and the extent to which existing employment practices are adequate.
 - a. Enlisting the assistance and support of the following persons and organizations in recruiting, and developing on-the-job training opportunities for veterans to fulfill its commitment to provide meaningful employment opportunities for such veterans:
 - i. The Local Veterans' Employment Representative in the local employment service office (i.e. the One-Stop) nearest GRW's establishment;
 - ii. The Department of Veterans Affairs Regional Office nearest GRW's establishment;
 - iii. The veterans' counselors and coordinators ("Vet-Reps") on college campuses;
 - iv. The service officers of the national veterans' groups active in the area of GRW's establishment;
 - v. Local veterans' groups and veterans' service centers near GRW's establishment;
 - vi. The Department of Defense Transition Assistance Program (TAP), or any subsequent program that, in whole or in part, might replace TAP; and
 - vii. Any organization listed in the Employer Resources section of the National Resource Directory (<http://www.nationalresourcedirectory.gov/>), or any future service that replaces or complements it.
 - b. GRW also considers taking the actions listed below, as appropriate, to fulfill its commitment to provide meaningful employment opportunities to protected veterans:
 - i. Formal briefing sessions should be held, preferably on GRW's premises, with representatives from recruiting sources.

- ii. GRW's facility tours, clear and concise explanations of current and future job openings, position descriptions, worker specifications, explanations of the company's selection process, and recruiting literature are an integral part of the briefing. At any such briefing sessions, the GRW official in charge of its affirmative action program is in attendance when possible. Formal arrangements should be made for referral of applicants, follow up with sources, and feedback on disposition of applicants.
 - iii. GRW's recruitment efforts at all educational institutions incorporate special efforts to reach students who are protected veterans.
 - iv. An effort is made to participate in work-study programs with Department of Veterans Affairs rehabilitation facilities which specialize in training or educating disabled veterans.
 - v. Protected veterans are made available for participation in career days, youth motivation programs, and related activities in their communities.
 - vi. GRW takes any other positive steps it deems necessary to attract qualified protected veterans not currently in the work force who have requisite skills and can be recruited through affirmative action measures. These persons may be located through the local chapters of organizations of and for any of the classifications of protected veterans.
 - vii. GRW, in making hiring decisions, considers applicants who are known protected veterans for all available positions for which they may be qualified when the position(s) applied for is unavailable.
 - viii. GRW considers listing its job openings with the National Resource Directory's Veterans Job Bank, or any future service that replaces or complements it.
3. GRW documents all activities it undertakes to comply with the obligations of this section, and retain these documents for a period of three (3) years.

Assessment of External Outreach and Recruitment Efforts

41 C.F.R. § 300.44(f)(3)

1. GRW, on an annual basis, reviews the outreach and recruitment efforts it has taken over the previous twelve months to evaluate their effectiveness in identifying and recruiting qualified protected veterans. GRW documents each evaluation, including at a minimum the criteria it used to evaluate the effectiveness of each effort and GRW's conclusion as to whether each effort was effective. Among these criteria shall be the data collected pursuant to 41 C.F.R. § 60-300.44(k) for the current year and the two most recent previous years. If GRW concludes the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, it shall identify and implement

alternative efforts listed in paragraphs (f)(1) or (f)(2) of this section to fulfill its obligations.

Internal Dissemination of Policy

41 C.F.R. § 60-300.44(g)

1. GRW recognizes that a strong outreach program will be ineffective without adequate internal support from supervisory and management personnel and other employees.
2. GRW implements and disseminates this policy internally as follows:
 - a. includes it in GRW's policy manual or otherwise make the policy available to employees; and
 - b. if GRW is party to a collective bargaining agreement, it notifies union officials and/or employee representatives to inform them of GRW's policy, and request their cooperation.
3. Further, to assure greater employee cooperation and participation in GRW's efforts, GRW has developed the internal procedures listed in this section of the AAP for communication of its obligation to engage in affirmative action efforts to employ and advance in employment qualified protected veterans. It is not contemplated that GRW's activities will be limited to those listed. These procedures shall be designed to foster understanding, acceptance and support among GRW's executive, management, supervisory and other employees and to encourage such persons to take the necessary actions to aid GRW in meeting this obligation. GRW additionally considers implementing and disseminating this policy internally as follows:
 - a. Informing all employees and prospective employees of its commitment to engage in affirmative action to increase employment opportunities for protected veterans;
 - b. Publicizing it in GRW's newspaper, magazine, annual report and other media;
 - c. Conducting special meetings with executive, management, and supervisory personnel to explain the intent of the policy and individual responsibility for effective implementation, making clear the chief executive officer's support for the affirmative action policy;
 - d. Discussing the policy thoroughly in both employee orientation and management training programs; and
 - e. When employees are featured in employee handbooks or similar publications for employees, including disabled veterans.

Audit and Reporting System

C.F.R. § 60-300.44(h)

1. GRW has designed and implemented an audit and reporting system that:
 - a. Measures the effectiveness of GRW's AAP;
 - b. Indicates any need for remedial action;
 - c. Determines the degree to which GRW's objectives have been attained;
 - d. Determines whether known protected veterans have had the opportunity to participate in all of GRW's sponsored educational, training, recreational and social activities;
 - e. Measures GRW's compliance with the AAP's specific obligations; and
 - f. Documents the actions taken to comply with the obligations of paragraphs (i) through (v) above, and retain these documents as employment records for three years subject to the recordkeeping requirements of § 60-300.80.
2. Where the affirmative action program is found to be deficient, GRW undertakes necessary action to bring the program into compliance.

Responsibility for Implementation of the Plan

1. Identification and Responsibilities of EEO/AA Administrator **41 C.F.R. § 60-300.44(i)**

In furtherance of GRW's commitment to Affirmative Action and Equal Employment Opportunity, overall responsibility for implementing GRW's AAP rests with its EEO/AA Administrator, whose identity should appear on all internal and external communications regarding GRW's AAP. The EEO/AA Administrator shall be given top management support and staff to manage the implementation of this program as it pertains to all applicable laws, orders and regulations, including VEVRAA. Specifically, Gayla Szak or the designated representative's duties include:

- a. Ensures that GRW lists its job openings in accordance with the requirements of 41 C.F.R. § 300.5.
- b. Ensuring GRW posts in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the OFCCP Director provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as GRW's obligation under the law to take affirmative action to

employ and advance in employment qualified employees and applicants who are protected veterans.

- c. Ensuring GRW's applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair) when an applicant or employee requests the poster in an alternative format, or when GRW knows that an applicant or employee is unable to read the poster because of a disability. GRW may also provide the poster to an applicant or employee who is a disabled veteran in other alternate means, such as on disc or in audio recording, as long as the format provided enables the individual who is a disabled veteran to access the contents of a poster.
- d. Ensuring that, with respect to employees, if any, who do not work at a physical location of GRW, GRW satisfies its posting obligations by posting such notices in an electronic format, provided that GRW provides computers, or access to computers, that can access the electronic posting to such employees, or GRW has actual knowledge that such employees otherwise are able to access the electronically posted notices.
- e. Ensuring electronic notices for employees are posted in a conspicuous location and format on GRW's intranet or sent by electronic mail to employees. An electronic posting is used by GRW to notify job applicants of their rights if GRW utilizes an electronic application process. Such electronic applicant notice are conspicuously stored with, or as part of, the electronic application.
- f. Ensuring that to the extent this requirement is applicable to GRW, GRW notifies labor organizations of its EEO policy as required by 41 C.F.R. § 60-300.44(g).
- g. Ensuring GRW includes the provisions of this clause in every subcontract or purchase order in excess of \$150,000, unless exempted by the rules, regulations, or orders of the Secretary of Labor pursuant to VEVRAA, so that such provisions will be binding upon each subcontractor or vendor, under the terms and conditions of 41 CFR § 60-300.5(a), per Federal Acquisition Regulation-Inflation Adjustment of Acquisition-Related Thresholds, 80 FR 38293 (2015).
- h. Ensuring that all solicitations or advertisements for employees placed by or on behalf of GRW, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.
- i. Developing, maintaining and, where appropriate, modifying GRW's AAP for protected veterans, policy statements, personnel policies, internal and external communication techniques including discussions with managers, supervisors and employees to ensure GRW's policies are followed, and monitoring the effectiveness of these actions.
- j. Advising supervisors that they are responsible to prevent harassment of employees due to their status as a protected veteran.
- k. Identifying problem areas with line management in the implementation of the program, and helping management develop solutions to any identifiable problem area.

- l. Designing, implementing and overseeing an audit and reporting system to monitor the progress of the Company and the AAP's effectiveness, including auditing the contents of GRW's electronic and hard copy bulletin boards on a regular basis to ensure that compliance information that is posted is up to date.
- m. Serving as liaison between GRW and governmental enforcement agencies, community groups, vocational rehabilitation organizations, and organizations for protected veterans.
- n. Evaluating the effectiveness of GRW's plan on a regular basis, and reporting to management.
- o. Monitoring policies and procedures including the selection, evaluation, promotion and training process with regard to the various terms and conditions of employment to attempt to ensure compliance with affirmative action obligations.
- p. Assisting in ensuring that GRW has processes and procedures: a) to ensure career counseling for employees who are protected veterans, when requested and appropriate; and, b) to review personnel actions, policies, procedures, and employee and applicants' qualifications to ensure protected veterans are treated in accordance with anti-discrimination laws when hiring, promotion, transfer, and termination actions occur.
- q. Keeping management up to date on the latest developments in the areas of EEO and affirmative action.
- r. Assisting in the investigation, handling and disposition of employee discrimination and harassment complaints.
- s. Conducting periodic reviews of offices to ensure compliance in the areas of proper display of posters and notices, and opportunity for participation in Company-sponsored recreational, educational and social activities.
- t. Overseeing and ensuring that the below self-identification procedures are conducted as set forth in the VEVRAA regulations, using the language and manner prescribed by the OFCCP Director and published on the OFCCP Web site, as follows:
 - i. Pre-offer self-identification invitation procedures for GRW's job applicants as set forth in 41 C.F.R. § 60-300.42 (a); and
 - ii. Post-offer identification procedures for GRW's job applicants as set forth in 41 C.F.R. § 60-300.42 (a).

Further, GRW does not compel or coerce an individual to self-identify as a protected veteran. GRW keeps all information on self-identification confidential, and maintains it in a data analysis file (rather than in the medical or personnel files of individual employees) as set forth in 41 C.F.R. § 60-300.23(d). GRW only uses the self-identification information in accordance with the VEVRAA regulations.

- u. Ensuring that GRW complies with its obligations under 41 C.F.R. § 60-300.45, which requires that GRW establish benchmarks for hiring, the purpose of which is to create a

quantifiable method by which GRW can measure its progress toward achieving equal employment opportunity for protected veterans. The benchmarks will be set on an annual basis and will be documented also as set forth in this AAP.

- v. If an applicant identifies himself or herself as a disabled veteran in the post-offer self-identification detailed above, GRW inquires of the applicant whether an accommodation is necessary, and, if so, engages with the applicant regarding reasonable accommodation. GRW may make such inquiries to the extent they are consistent with the Americans with Disabilities Act. GRW maintains a separate file in accordance with Section 60-300.23(d) on persons who have self-identified as disabled veterans.

2. Management Responsibilities
41 C.F.R. § 60-300.44(i)

Line and upper management are advised of their responsibilities for GRW's AAP regarding protected veterans within his or her area of responsibility, including but not limited to their obligations to:

- a. Review GRW's AAP for protected veterans with subordinate managers and supervisors to ensure they are aware of the policy, understand their obligation to comply with it in all personnel actions and understand the need for support at all levels.
- b. Assist in the auditing of plan progress, identification of problem areas, formulation of solutions, establishment of departmental goals and objectives, and development of training programs, when appropriate.
- c. Review the qualifications of applicants and employees in their area of responsibility to ensure protected veterans are treated in a nondiscriminatory manner when hire, promotion, transfer, and termination actions occur.
- d. Review employees' performance to ensure that illegal discrimination regarding protected veterans does not occur.
- e. Make available career counseling to employees who are protected veterans, when so requested, and as appropriate.
- f. Review position descriptions to see that they adequately reflect the job to be performed.
- g. Audit training programs, hiring, and promotion patterns.
- h. Assist subordinates and upper management in the prevention of harassment.
- i. Show support for this AAP.

Affirmative Action Training

41 C.F.R. § 60-300.44(j)

GRW provides training to all personnel involved in the recruitment, screening, selection, promotion, disciplinary and other related processes to ensure its AAP commitments are implemented.

**Affirmative Action Program for
Individuals with Disabilities**

GRW Engineers, Inc.

Headquarters

**Affirmative Action Program
for
Individuals with Disabilities**

**February 1, 2021 through January 31, 2023
Plan Year**

CONFIDENTIAL, TRADE SECRET, AND PRIVATE MATERIAL

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GRW Engineers, Inc.
Headquarters

**AFFIRMATIVE ACTION PROGRAM
FOR
INDIVIDUALS WITH DISABILITIES**

**February 1, 2021 through January 31, 2023
Plan Year**

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Introduction

GRW Engineers, Inc. (GRW) sets forth this Affirmative Action Program (“AAP”) for the year from February 1, 2021 through January 31, 2022, reaffirming its commitment to the spirit and letter of affirmative action law. Through the implementation of this plan GRW continues its efforts to comply with Section 503 of the Rehabilitation Act of 1973 (“Section 503”) and its implementing regulations, as amended, and to make the best possible use of personnel while contributing to the betterment of society and the community.

In developing this plan, GRW recognizes its duty to ensure equal employment opportunity for, and to prevent discrimination against, individuals with disabilities. The following statement of policy reinforces that belief.

Equal Employment Opportunity Policy Statement **41 C.F.R. § 60-741.44(a)**

In setting forth this plan GRW reaffirms its belief and commitment in equal employment opportunity for all employees and applicants for employment in all terms and conditions of employment. Gayla Szak, as the EEO Administrator, oversees the plan development, modification, implementation, and reporting requirements and conducts management updates. GRW’s top U.S. executive supports GRW’s AAP.

GRW provides for an audit and reporting system regarding GRW’s affirmative action responsibilities under Section 503 regulations, and assigns overall responsibility for the implementation of affirmative action responsibilities under these regulations.

GRW recruits, hires, trains and promotes persons in all job titles, and ensures that all personnel actions are administered without regard to disability; and ensures that all employment actions are based only on valid job requirements. GRW’s employees and applicants are not subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in or may engage in any of the following activities:

1. filing a complaint with GRW or with Federal, state, or local agencies regarding the status covered under this AAP;
2. assisting or participating in any investigation, compliance review, hearing, or any other activity related to the administration of any Federal, State, or local law requiring equal employment opportunity for individuals with disabilities;
3. opposing any act or practice made unlawful by Section 503 or its implementing regulations, or any other Federal, State or local law requiring equal opportunity for individuals with disabilities; or
4. exercising any other right protected by Section 503 or its implementing regulations in this part.

GRW’s full AAP, absent the data metrics required by 41 CFR § 60-741.44(k), is available for inspection upon request. The method of obtaining a copy of the AAP is listed within the affirmative action policy statement physically posted at GRW’s establishment.

Review of Personnel Processes

41 C.F.R. § 741.44(b)

1. GRW ensures its personnel processes provide for careful, thorough, and systematic consideration of the job qualifications of applicants and employees with known disabilities for job vacancies filled either by hiring or promotion, and for all training opportunities offered or available.
2. GRW also ensures its personnel processes do not stereotype individuals with disabilities in a manner which limits their access to jobs for which they are qualified.
3. GRW also ensures its applicants and employees with disabilities have equal access to its personnel processes, including those implemented through information and communications technologies.
4. GRW provides necessary reasonable accommodation to ensure applicants and employees with disabilities receive equal opportunity in the operation of personnel processes. GRW periodically reviews such processes and makes any necessary modifications to ensure that these obligations are carried out. GRW designs procedures that facilitate a review of the implementation of this requirement by GRW and the Government. A description of the review and any necessary modifications to personnel processes or development of new processes are included in this AAP, and are as follows:
 - a. The application or personnel form of each known applicant who is an individual with a disability is annotated to identify each vacancy for which the applicant was considered, and the form is quickly retrievable for review by the Department of Labor and GRW's personnel officials for use in investigations and internal compliance activities.
 - b. Where applicants or employees are selected for hire, promotion, or training and GRW undertakes any accommodation which makes it possible for him or her to place an individual with a disability on the job, GRW makes a record containing a description of the accommodation. The record is treated as a confidential medical record in accordance with § 60-741.23(d).

Review of Physical and Mental Job Qualifications

41 C.F.R. § 60-741.44(c)

1. GRW has the following schedule for its review of physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified people with disabilities, such qualifications are job-related for the position in question and consistent with business necessity, and adheres to this schedule. The schedule is as follows as job openings become available; as new job qualifications are established; and/or, when new equipment is installed.

2. Whenever GRW applies physical or mental qualification standards in the selection of applicants or employees for employment or other changes in employment status such as promotion, demotion or training, to the extent that qualification standards tend to screen out qualified individuals on the basis of disability, the standards are related to the specific job or jobs for which the individual is being considered and consistent with business necessity.
3. GRW may use as a defense to a violation of its obligations in Paragraph 2 above that an individual poses a direct threat to the health or safety of the individual or others in the workplace.
4. No pre-employment physical examinations or questionnaires are used by GRW prior to a job offer contingent on such examinations and other requirements.
5. When GRW conducts a medical examination or inquiry of a person with a disability, it will do so according to the terms and conditions of the Federal Regulations implementing Section 503, and the results of such an examination or inquiry are kept confidential according to Federal regulations, which includes the following exceptions:
 - a. Supervisors and managers may be informed regarding restrictions on the work or duties of the applicant or employee and necessary accommodations;
 - b. First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment; and,
 - c. Government officials engaged in enforcing the laws administered by the OFCCP regarding individuals with disabilities, or enforcing The Americans with Disabilities Act (“the ADA”) and The Americans with Disabilities Act Amendment Act of 2008 (“the ADAAA”), shall be provided relevant information on request.

Reasonable Accommodation to Physical and Mental Limitations

41 C.F.R. § 60-741.44(d)

1. It is GRW's policy, as a matter of nondiscrimination, to make reasonable accommodation to the known physical and mental limitations of all otherwise qualified individuals with a disability, unless GRW can demonstrate that the accommodation would impose an undue hardship on GRW's business. Undue hardship will be determined by its definition under applicable regulations under Section 503 including, but not limited to the following: Undue hardship means, with respect to the provision of an accommodation, significant difficulty or expense incurred by the contractor, when considered in light of the factors set forth in 41 CFR § 741.2 (aa)(2), such as the overall financial resources of the facility and the impact of the accommodation upon the operation of the facility (this is not an all-inclusive list).
2. As a matter of affirmative action, if an employee with a known disability is having significant difficulty performing his or her job and it is reasonable to conclude that the performance problem may be related to the known disability, GRW shall confidentially notify the employee of the performance problem and inquire whether the problem is related to the employee's disability. If the employee responds affirmatively, GRW shall confidentially inquire whether the employee is in need of a reasonable accommodation.

Anti-Harassment Procedures

41 C.F.R. § 60-741.44(e)

GRW has developed and implemented procedures to ensure that its employees are not harassed on the basis of disability.

External Dissemination of Policy, Outreach, and Positive Recruitment

41 C.F.R. § 60-741.44(f)

1. GRW undertakes appropriate outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities. It is not contemplated that GRW will necessarily undertake all the activities listed in Paragraph (f)(2) of this section or that its activities will be limited to those listed. The scope of GRW's efforts shall depend upon all the circumstances, including the contractor's size and resources and the extent to which existing employment practices are adequate.
2. Examples of outreach and recruitment activities. Below are examples of outreach and positive recruitment activities GRW may undertake in accordance with Paragraph 1 of this section.
 - a. Enlisting the assistance and support of the following persons and organizations in recruiting, and developing on-the-job training opportunities for individuals with disabilities, to fulfill its commitment to provide equal employment opportunity for such individuals:

- i. the State Vocational Rehabilitation Service Agency (“SVRA”), State mental health agency, or State developmental disability agency in the area of the contractor's establishment;
 - ii. the Employment One-Stop Career Center (One-Stop) or American Job Center nearest the contractor's establishment;
 - iii. the Department of Veterans Affairs Regional Office nearest GRW’s establishment (www.va.gov);
 - iv. entities funded by the Department of Labor that provide recruitment or training services for individuals with disabilities, such as the services currently provided through the Employer Assistance and Resource Network (EARN) (www.earnworks.com);
 - v. local Employment Network (“EN”) organizations (other than GRW, if GRW is an EN) listed in the Social Security Administration's Ticket to Work Employment Network Directory (www.yourtickettowork.com/endir);
 - vi. local disability groups, organizations, or Centers for Independent Living (CIL) near the contractor's establishment;
 - vii. placement or career offices of educational institutions that specialize in the placement of individuals with disabilities; and
 - viii. private recruitment sources, such as professional organizations or employment placement services that specialize in the placement of individuals with disabilities.
- b. In addition, GRW has considered taking the actions listed below to fulfill its commitment to provide equal employment opportunities to individuals with disabilities. It is not contemplated that GRW will necessarily undertake all of the activities listed below.
- i. Formal briefing sessions held, preferably on GRW’s premises, with representatives from recruiting sources. GRW’s facility tours, clear and concise explanations of current and future job openings, position descriptions, worker specifications, explanations of GRW’s selection process, and recruiting literature are an integral part of any such briefing. At any such briefing sessions, GRW’s official in charge of GRW’s AAP should be in attendance when possible. Formal arrangements are made for referral of applicants, follow up with sources, and feedback on disposition of applicants, from any such briefings.

- ii. GRW's recruitment efforts at all educational institutions incorporate special efforts to reach students who are individuals with disabilities.
 - iii. GRW makes an effort to participate in work-study programs for students, trainees, or interns with disabilities in programs found through outreach, such as to State and local schools and universities, and through EARN.
 - iv. Individuals with disabilities may be made available for participation in GRW's career days, youth motivation programs, and related activities in GRW's communities.
 - v. GRW takes any other positive steps it deems necessary to attract individuals with disabilities not currently in the work force who have requisite skills and can be recruited through affirmative action measures. These individuals may be located through State and local agencies supported by the U.S. Department of Education's Rehabilitation Services Administration (RSA) (<http://rsa.ed.gov/>), local Ticket-to-Work Employment Networks, or local chapters of groups or organizations that provide services for individuals with disabilities.
 - vi. GRW, in making hiring decisions, considers applicants who are known to have disabilities for all available positions for which they may be qualified when the position(s) applied for is unavailable.
3. GRW sends written notification of its policy relating to its affirmative action efforts to all its covered federal subcontractors, including covered subcontracting vendors and suppliers, requesting appropriate action on their part.
 4. GRW documents all activities it undertakes to comply with the obligations of this section, and retains these documents for a period of three (3) years.

Assessment of External Outreach and Recruitment Efforts
41 C.F.R. § 60-741.44(f)(3)

1. GRW on an annual basis, reviews the outreach and recruitment efforts it has taken over the previous twelve months to evaluate its effectiveness in identifying and recruiting qualified individuals with disabilities. GRW documents each evaluation, including at a minimum the criteria it used to evaluate the effectiveness of each effort and GRW's conclusion as to whether each effort was effective. Among these criteria shall be the data GRW collected pursuant to 41 C.F.R. § 741.44(k) for the current year and the two most recent previous years. If GRW concludes the totality of its efforts were not effective in identifying and recruiting qualified individuals with disabilities, it identifies and implements alternative efforts listed in Paragraph 2 above to fulfill its obligations.

Internal Dissemination of Policy

41 C.F.R. § 60-741.44(g)

1. GRW recognizes that even a strong outreach program for individuals with disabilities may be ineffective without adequate internal support from its supervisors and employees. Therefore, to ensure greater employee cooperation and participation in GRW's efforts regarding its obligation to engage in affirmative action efforts to employ and advance in employment qualified individuals with disabilities, GRW has developed the following internal procedures. These procedures have been designed to foster understanding, acceptance and support among GRW's executive, management, supervisory, and other employees to encourage such persons to take the necessary actions to aid the contractor in meeting this obligation.
2. GRW implements and disseminates this policy internally as follows:
 - a. includes the policy in GRW's policy manual or otherwise makes the policy available to employees; and
 - b. where GRW is a party to a collective bargaining agreement, it notifies union officials and/or employee representatives of the contractor's policy and request their cooperation;
3. Below are some of the other methods GRW may additionally use to implement and disseminate this policy internally:
 - a. informs all employees and prospective employees of GRW's commitment to engage in affirmative action to increase employment opportunities for individuals with disabilities;
 - b. periodically schedules special meetings with all employees to discuss the policy and explain individual employee responsibilities;
 - c. publicizes the policy in GRW's newspaper, magazine, annual report and other media;
 - d. conducts special meetings with executive, management, and supervisory personnel to explain the intent of the policy and individual responsibility for effective implementation making clear GRW's chief executive officer's support for the affirmative action policy;
 - e. discusses the policy thoroughly in both employee orientation and management training meetings;
 - f. includes articles on accomplishments of individuals with disabilities in GRW's publications; and
 - g. when employees are featured in employee handbooks and similar publications, includes individuals with disabilities.

Audit and Reporting System

41 C.F.R. § 60-741.44(h)

GRW has designed and has implemented an audit and reporting system that:

1. Measures the effectiveness of GRW's affirmative action program.
2. Indicates any need for remedial action.
3. Determines the degree to which GRW's affirmative action objectives have been attained.
4. Determines whether known individuals with disabilities have had the opportunity to participate in all company sponsored-educational, training, recreational and social activities.
5. Measures GRW's compliance with the AAP's specific obligations.
6. Documents the actions taken to comply with the obligations of Paragraphs (1) through (5) of this section, and retain these documents as employment records for a period of three years from the date of making of the record.
7. Where GRW, upon its review, finds its AAP to be deficient and need further progress, GRW undertakes necessary action to bring the program into compliance.

Responsibility for Implementation of the Plan

41 C.F.R. § 60-741.44(i)

1. Identification and Responsibilities of the EEO/AA Administrator. 41 C.F.R. § 60-741.44(i)

In furtherance of GRW's commitment to Affirmative Action and Equal Employment Opportunity, overall responsibility for implementing GRW's AAP rests with its EEO/AA Administrator, whose identity appears on all internal and external communications regarding GRW's AAP. The EEO/AA Administrator has been given the necessary senior management support and staff to manage the implementation of this AAP. Specifically, Gayla Szak or the designated representative's duties include the following, all of which are administered in accordance with the Section 503 regulations:

- a. Ensuring GRW posts in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the OFCCP Director provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as GRW's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.
- b. Ensuring GRW's applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair) when an applicant or employee requests the poster in an alternative format, or when GRW knows that an

applicant or employee is unable to read the poster because of a disability. GRW may also provide the poster to an applicant or employee with a disability in other alternate means, such as on disc or in audio recording, as long as the format provided enables the individual with a disability to access the contents of a poster.

- c. Ensuring that, with respect to employees, if any, who do not work at a physical location of GRW, GRW satisfies its posting obligations by posting such notices in an electronic format, provided that GRW provides computers, or access to computers, that can access the electronic posting to such employees, or GRW has actual knowledge that such employees otherwise are able to access the electronically posted notices.
- d. Ensuring electronic notices for employees are posted in a conspicuous location and format on GRW's intranet or sent by electronic mail to employees. An electronic posting is used by GRW to notify job applicants of their rights if GRW utilizes an electronic application process. Such electronic applicant notice are conspicuously stored with, or as part of, the electronic application.
- e. Ensuring that to the extent this requirement is applicable to GRW, GRW notifies labor organizations of its EEO policy as required by 41 C.F.R. § 60-741.44(g).
- f. Ensuring GRW includes the provisions of this clause in every subcontract or purchase order in excess of \$15,000 under the terms and conditions of 41 CFR 60-741.5(a), per Federal Acquisition Regulation-Inflation Adjustment of Acquisition-Related Thresholds, 75 FR 53129 (2010).
- g. Ensuring that all solicitations or advertisements for employees placed by or on behalf of GRW, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.
- h. Developing, maintaining and, where appropriate, modifying GRW's AAP for individuals with disabilities, policy statements, personnel policies, internal and external communication techniques including discussions with managers, supervisors and employees to ensure GRW's policies are followed, and monitoring the effectiveness of these actions.
- i. Advising supervisors that they are responsible for preventing harassment of employees due to their status as individuals with disabilities.
- j. Ensuring affirmative action training is conducted in accordance with 41 C.F.R. § 60-741.44(j).
- k. Identifying problem areas with line management in the implementation of the program, and helping management develop solutions to any identifiable problem area.
- l. Designing, implementing and overseeing an audit and reporting system to monitor the progress of GRW and the AAP's effectiveness, including auditing the contents of GRW's electronic and hard copy bulletin boards on a regular basis to ensure that compliance information that is posted is up to date and accessible to applicants and employees with disabilities.

- m. Serving as liaison between GRW and governmental enforcement agencies, community groups, vocational rehabilitation organizations, and organizations for individuals with disabilities.
- n. Evaluating the effectiveness of GRW's plan on a regular basis, as described in this AAP, and reporting to management.
- o. Monitoring policies and procedures including the selection, evaluation, promotion and training process with regard to the various terms and conditions of employment to attempt to ensure compliance with affirmative action obligations.
- p. Overseeing GRW's processes and procedures: a) to ensure that career counseling for employees with known disabilities, when requested and appropriate; and, b) to review personnel actions, policies, procedures, and employee and applicants' qualifications to ensure individuals with disabilities are treated in accordance with anti-discrimination laws when hiring, promotion, transfer, and termination actions occur.
- q. Keeping management up to date on the latest developments in the areas of EEO and affirmative action.
- r. Assisting in the investigation, handling and disposition of employee discrimination and harassment complaints.
- s. Conducting periodic reviews of offices to ensure compliance in the areas of proper display of posters and notices, and opportunity for participation in Company-sponsored recreational, educational and social activities.
- t. Overseeing and ensuring that the below self-identification procedures are conducted as set forth in the Section 503 regulations, using the language and manner prescribed by the OFCCP Director and published on the OFCCP Web site, as follows:
 - i. Pre-offer self-identification invitation procedures for GRW's job applicants as set forth in 41 C.F.R. § 60-741.42 (a);
 - ii. Post-offer identification procedures for GRW's job applicants as set forth in 41 C.F.R. § 60-741.42 (a); and
 - iii. Self-identification invitation procedures for GRW's employees as set forth in 41 C.F.R. § 60-741.42 (a).

Ensuring that GRW does not compel or coerce an individual to self-identify as an individual with a disability, and that GRW keeps all information on self-identification confidential, and maintains it in a data analysis file (rather than in the medical files of individual employees) as set forth in 41 C.F.R. § 60-741.23(d). GRW only uses the self-identification information may be used only in accordance with the Section 503 regulations.

- u. Ensuring that GRW annually evaluates its utilization of individuals with disabilities in each job group, or in its entire workforce in accordance with 41 C.F.R. § 60-741.45, including the following:

- i. Ensuring that when the percentage of individuals with disabilities in one or more job groups, or in GRW's entire workforce, as applicable, is less than the utilization goal established in the Section 503 regulations, GRW takes steps to determine whether and where impediments to equal employment opportunity exist. When making this determination, GRW assesses its personnel processes, the effectiveness of its outreach and recruitment efforts, the results of its affirmative action program audit, and any other areas that might affect the success of its AAP.
- ii. Ensuring that GRW develops and executes action-oriented programs designed to correct any identified problem areas. These action-oriented programs may include the modification of personnel processes to ensure equal employment opportunity for individuals with disabilities, alternative or additional outreach and recruitment efforts from among those listed in 41 CFR § 60-741.44 (f)(1) and (f)(2), and/or other actions designed to correct the identified problem areas and attain the established goal.

2. Management Responsibilities 41 C.F.R. § 60-741.44(i)

Line and upper management are advised of their responsibilities for GRW's AAP regarding individuals with disabilities within his or her area of responsibility, including but not limited to their obligations to:

- a. Review GRW's AAP for individuals with disabilities with subordinate managers and supervisors to ensure they are aware of the policy, understand their obligation to comply with it in all personnel actions and understand the need for support at all levels.
- b. Assist in the auditing of plan progress, identification of problem areas, formulation of solutions, establishment of departmental goals and objectives, and development of training programs, when appropriate.
- c. Review the qualifications of applicants and employees in their area of responsibility to ensure qualified individuals with disabilities are treated in a nondiscriminatory manner when hire, promotion, transfer, and termination actions occur.
- d. Review employees' performance to ensure that illegal discrimination regarding individuals with disabilities does not occur.
- e. Make available career counseling to employees with known disabilities, when so requested, and as appropriate.
- f. Review position descriptions to see that they adequately reflect the job to be performed.
- g. Audit training programs, hiring, and promotion patterns.

- h. Assist employees and other members of management in the prevention of harassment.
- i. If an employee with a known disability is having significant difficulty performing his or her job and it is reasonable to conclude that the performance problem may be related to the known disability, confidentially notify the employee of the performance problem and inquire whether the problem is related to the employee's disability. If the employee responds affirmatively, GRW shall confidentially inquire whether the employee is in need of a reasonable accommodation.
- j. Show support for GRW's AAP.

Affirmative Action Training

41 C.F.R. § 60-741.44(j)

GRW provides training and guidance to all personnel who are involved in the recruitment, screening, selection, promotion, disciplinary and other related processes to ensure that its AAP commitments are implemented.