

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of 21-Apr, 2016, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and SMITH MANAGEMENT GROUP (**CONSULTANT**). **OWNER** intends to proceed with the RFP for as described in the attached Exhibit A, "Safety Management Program Evaluation and Improvement", completed by the **CONSULTANT**. The services are hereinafter referred to as the **PROJECT**.

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

CONSULTANT shall provide services 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 CONSULTANT

1.1. General

CONSULTANT shall perform professional services as hereinafter stated that include customary services incidental thereto.

1.2. Project Phase

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

1.2.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.

1.2.2. The **CONSULTANT** must perform all duties necessary to fully complete the Safety Audit deliverables described in attached Exhibit A "Request for Proposals#64-2016" (including all Appendices and Addendums), and attached Exhibit B the "Proposal of Professional Services and Related Matters" (the **CONSULTANT'S** response to RFP #64-2016)."

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

1.2.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.

1.2.4. The **CONSULTANT** shall submit two (2) copies (hardcover) and one (1) electronic (pdf format) copy of all initial draft final work products for this **PROJECT**. The

copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and the hardcopies should be presented in person to the **OWNER**.

- 1.2.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**. Two (2) copies (hardcover) and one electronic copy (pdf format) of the all final work products for this **PROJECT**, including all appendices, shall be provided to the **OWNER**.
- 1.2.6 Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services.

SECTION 2 - EXTRA WORK BY CONSULTANT

- 2.1. The **OWNER** may desire to have the **CONSULTANT** perform post Safety Audit work or services in connection with this **PROJECT** other than provided by the expressed primary intent of this Agreement. Such work shall be considered as "Extra Work", subject to a separate Task Order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such separate Task Order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted project deliverables / reports or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Extra Work" and shall be paid as such.
- 2.2. All "Extra Work" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council. "Extra Work" will be defined by a written Task Order executed between the **OWNER'S** authorized representative as defined in paragraph 8.1.1 of this agreement and the **CONSULTANT**.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the **PROJECT**, including objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.
- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
- 3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define **OWNER'S** policies and

decisions with respect to materials, equipment, elements, and systems pertinent to **CONSULTANT'S** services.

- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish or direct **CONSULTANT** to provide, necessary Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence in the performance of this Agreement.
- 4.2. The initial term of this agreement is one (1) year. The agreement is automatically renewable for up to two (2) additional terms of one (1) year each unless **OWNER** sends a written notice of non-renewal or cancellation to the **CONSULTANT** at least sixty (60) days in advance of the renewal date.
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
 - 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.
 - 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.
 - 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.
 - 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.
- 4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT** any subsequent Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Task Order or otherwise adjusting the scope of the services or work and any related fees.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT.

5.1.1. For Completed Audit submitted to the Owner

5.1.2. For Extra Work

Extra Work shall be paid for by the **OWNER** on the basis of a fixed fee, the amount of which shall be determined by negotiation of a written Task Order. The **OWNER** shall have the right to negotiate alternate methods of payment for Extra Work if the **OWNER** determines that the fixed fee basis is not feasible. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon the amount of payment for Extra Work, then the amount of such payment shall be determined pursuant to Section 6.5 (**Disputes**).

5.2. Times of Payment

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

5.3. Other Provisions Concerning Payments

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

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

- 6.1.1. **CONSULTANT may only terminate this Agreement** due to **OWNER'S** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.
- 6.1.2. The **OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents

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

6.3. Legal Responsibilities and Legal Relations

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

6.4. Successors and Assigns

- 6.4.1. **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign

any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value of the work. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

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

6.5. Disputes

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

6.6. Accuracy of CONSULTANT'S Work

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

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

6.7. Security Clause

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

6.8. Access to Records

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

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

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

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

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

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

CONSULTANT shall defend, indemnify, and hold harmless **OWNER** from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and reasonable attorney’s fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by **CONSULTANT**’s (or its subcontractors or subconsultants of any tier) performance or breach of the Agreement provided that such claim, damage, loss or expense 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 negligent acts, errors or omissions or willful misconduct; provided however, that **CONSULTANT** shall not be required to indemnify for damages caused solely by the

negligent act or omission or willful misconduct of **OWNER**. Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement. In the event **OWNER** is alleged to be liable based upon any of the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

6.9.3 FINANCIAL RESPONSIBILITY

CONSULTANT understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

6.9.4 INSURANCE REQUIREMENTS

Required Insurance Coverage

CONSULTANT shall procure and maintain for the duration of this Agreement the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to **OWNER** in order to protect **OWNER** against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by **CONSULTANT** :

Coverage

Limits

General Liability
aggregate
(Insurance Services Office Form CG 00 01)

\$1 million per occurrence, \$2 million
or \$2 million combined single limit

Commercial Automobile Liability occurrence (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Professional Liability aggregate	\$1 million per occurrence, \$3 million aggregate
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. OWNER 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 OWNER.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by OWNER.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by OWNER.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify OWNER and obtain similar insurance that is commercially available and acceptable to OWNER.
- f. OWNER shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically

acceptable.

6.9.5. RENEWALS

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

6.9.6. VERIFICATION OF COVERAGE

CONSULTANT agrees to furnish OWNER 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 OWNER copies of all insurance policies, including all endorsements.

6.9.5. RIGHT TO REVIEW, AUDIT AND INSPECT

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

6.9.7. SAFETY AND LOSS CONTROL

CONSULTANT understands and agrees that OWNER is in no way responsible for the safety and property of CONSULTANT or its personnel. CONSULTANT shall comply with all applicable federal, state, and local safety standards related to the performance of its work or services under this Agreement and take reasonably necessary action to protect the life, health and safety and property of its personnel, the public, and OWNER in the locations and areas in which CONSULTANT is performing services under the Agreement.

6.9.8. DEFAULT

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

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

- 7.1.** The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- 7.2.1.** The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

- 8.1.** This Agreement is subject to the following provisions.
- 8.1.1.** Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S Agent**"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S Agent** or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S Agent** or his designee. The **CONSULTANT** shall look only to the **OWNER'S Agent** or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.
- 8.2.** This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B and C**, and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 8.3. NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.

8.4 **UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.

8.5 **NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

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

OWNER:

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

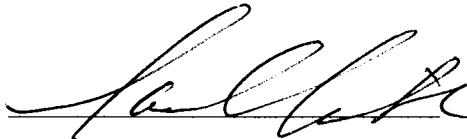
BY:


JIM GRAY, MAYOR


CONSULTANT:

Smith Management Group, Inc.

BY:



ATTEST:


URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by SARA G. Smith, as the duly authorized representative for and on behalf of Smith Management, on this the 6th day of June, 2016.

My commission expires: 4/7/19.


NOTARY PUBLIC

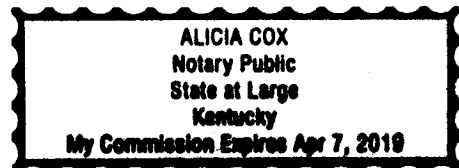


EXHIBIT A

REQUEST FOR PROPOSALS

RFP#64-2016

EXHIBIT B

SCOPE OF PROFESSIONAL SERVICES

AND RELATED MATTERS

EXHIBIT C

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/26/2016

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 E-MAIL ADDRESS:	FAX (A/C, No): 502-244-1411													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Indiana Insurance Company</td> <td>22659</td> </tr> <tr> <td>INSURER B: Consolidated Insurance Company</td> <td>22640</td> </tr> <tr> <td>INSURER C: Peerless Indemnity Insurance Company</td> <td>18333</td> </tr> <tr> <td>INSURER D: Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Indiana Insurance Company	22659	INSURER B: Consolidated Insurance Company	22640	INSURER C: Peerless Indemnity Insurance Company	18333	INSURER D: Greenwich Insurance Company	22322	INSURER E:		INSURER F:
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INSURER E:															
INSURER F:															
INSURED Smith Management Group, Inc. 1405 Mercer Road Lexington, KY 40511															

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CBP8935238	01/01/2016	01/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA8935338	01/01/2016	01/01/2017	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 DED RETENTION \$ 0			CU8935938	01/01/2016	01/01/2017	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 <input type="checkbox"/> N/A			WC8936038	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			PEC001914710	08/02/2015	08/02/2016	Each Claim 2,000,000 Aggregate 4,000,000

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

Lexington-Fayette Urban County Government is listed as an additional insured for the Auto and General Liability policies only.

CERTIFICATE HOLDER**CANCELLATION**

Lexington Fayette Urban County Government
 Divison of Water Quality
 125 Lisle Industrial Ave. Suite 180
 Louisville, KY 40511

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

AUTHORIZED REPRESENTATIVE

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EXHIBIT A

REQUEST FOR PROPOSALS

RFP#64-2016



Lexington-Fayette Urban County Government

Request for Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #64-2015 Safety Management Program Evaluation & Improvement** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **January 14, 2016**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received by the Division of Central Purchasing before the date and time set for opening proposals.

Proposals must be sealed in an envelope and the envelope prominently marked:

RFP#64-2015 Safety Management Program Evaluation & Improvement

If mailed, the envelope must be addressed to:

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

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and seven (7) duplicates (hardcopies) of their proposal for evaluation purposes.

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, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting 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.

SELECTION CRITERIA:

See Section 5 of the proposal requirements.

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 regarding this RFP shall be addressed to:

Brian Marcum, Buyer Senior
Division of Central Purchasing
brianm@lexingtonky.gov

or submitted to the website at <https://fucg.economicengine.com>

The Deadline for Questions is Monday, January 4th, 2016, at 2:00 pm local time.

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

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

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

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

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

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

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

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an

offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me
by _____ on this the _____ day
of _____, 2013.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

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

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Date: ____/____/____

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals											
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
Total:											

Prepared by: _____

Name & Title

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

LEXINGTON, KENTUCKY 40507

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The goal for the utilization of Disadvantaged Business Enterprises 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, 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: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE) and Disadvantaged (DBE) Business Enterprises 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.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-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 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 and operated 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 and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) 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 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.**

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 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 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 of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. 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.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWBDE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- j. Selected portions of the work to be performed by MWDBE firms 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 participation, even when the prime contractor may otherwise perform these work items with its own workforce.

- k. Negotiated in good faith with interested MWDBE firms 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms 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 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 participation.

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. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller
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 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFCUG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFCUG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

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 in Economic Engine (<https://lfucg.economicengine.com>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	tyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dec Dec Harbut UK SBDC	ddharbut@uky.edu	
	Shiree Mack	smack@uky.edu	
Community Ventures Corporation	James Coles	jcoles@cvcyky.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women's Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
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@nwboe.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozyky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatriceem@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MWDBE 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.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.			
2.			
3.			
4.			

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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM
 Bid/RFP/Quote Reference # _____

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

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

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

 Company

 Company Representative

 Date

 Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

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

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE vendors 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

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE 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 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 of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

_____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine 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 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 to determine their level of interest.

_____ Provided the interested MWDBE firm 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 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 participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms 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 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 participation.

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. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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

Company

Company Representative

Date

Title

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, 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.

Signature

Date

RM PROVISIONS

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to 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 CONSULTANT's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONSULTANT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONSULTANT agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00471865

**Lexington-Fayette Urban County Government
Safety Management Program Evaluation and Improvement
Scope of Professional Services**

The Lexington-Fayette Urban County Government (LFUCG) is accepting Statements of Qualification from interested Safety Management firms for the completion of Facility Safety Audits at the Town Branch and West Hickman Wastewater Treatment Plants. Responding firms should provide a Statement of Qualifications as described in Section 4 of this document and include lump sum fees for the project kick-off meeting and the completion of a written Facility Safety Audit for each plant along with an hourly rate sheet for all professional staff that may contribute to the audit.

LFUCG anticipates that the audit findings will lead to the development of future tasks including:

- Process Specific OSHA Compliance Assessments
- Blood borne Pathogen Program Refinement
- Respiratory Protection Program Refinement
- Personal Protective Equipment Inventory
- Medium and High Voltage Work Areas Assessment
- Staff Training and Knowledge Retention Assessments

The awarded contact will provide LFUCG with contractual authorization to complete the Safety Audits while also providing the mechanism for the selected firm and LFUCG to develop and authorize future task orders as deemed necessary and essential for the overall evaluation and improvement of critical operational safety programs.

1. General Project Description – Safety Audit

The overall goals of the Safety Audit and any subsequent Task Orders are:

- A. Determine the effectiveness of LFUCG - Division of Water Quality's safety program as it relates to wastewater treatment plant operations.
- B. Identify / document programmatic gaps and compliance deficiencies.
- C. Recommend solutions and develop an implementation strategy for those solutions.
- D. Protect employees and improve employee ownership in the safety programs.
- E. Reduce incidents and injuries.

LFUCG's Division of Water Quality operates two municipally owned wastewater treatment plants:

Town Branch

This facility has a rated capacity of 30 Million Gallons per Day (MGD). The staffing is illustrated in Exhibit 1 (1BWWTP Organizational Chart). The facility has 19 operational buildings and is classified in Kentucky as a Class IV wastewater facility. Power to the facility is provided by 12,470 volt incoming service feeds, each coming from a separate, Kentucky Utilities (KU) sub-station. The dual power feed system is further augmented by two generators (one natural gas, one diesel) with capacity limited to supplying specific processes, not the entire facility. Power is distributed by a looped power grid with intermediate sub-stations owned and operated by LFUCG. Power to individual process components are stepped down as required to meet specific demands.

An overview of process components is as follows:

- One (1) Mechanical Coarse Bar Screen
- Three (3) Mechanically Cleaned Fine Bar Screens
- Two (2) Grit Basins with Dewatering Equipment
- Twelve (12) Primary Clarifiers
- One (1) Scum Pump Station
- Primary Effluent Pumping Complex with Six (6) Centrifugal Pumps
- Two (2) Primary Sludge Pump Stations
- Twenty (20) Aeration Basins
- Eight (8) Final Clarifiers
- Two (2) Chlorine Contact Basins
- Two (2) Dechlorination Chambers
- One (1), 20 step Aeration Ladder
- Two (2) Primary Sludge Gravity Thickeners
- Two (2) Waste Activated Sludge Gravity Thickeners
- Three (3) Anaerobic Digesters
- Four (4) Secondary Digesters
- Four (4) Belt Filter Presses

West Hickman

This facility has a rated capacity of 33.8 Million Gallons per Day (MGD). The staffing is illustrated in Exhibit 2 (WHWWTP Organizational Chart). The facility has 17 operational buildings and is classified in Kentucky as a Class IV wastewater facility. Power to the facility is provided by 12,470 volt incoming service feeds, each coming from a separate, Kentucky Utilities (KU) sub-station. The dual power feed system is further augmented by three diesel generators with capacity limited to supplying specific processes, not the entire facility. Power is distributed by a looped power grid with intermediate sub-stations owned and operated by LFUCG. Power to individual process components are stepped down as required to meet specific demands.

An overview of process components is as follows:

- One (1) Influent Pumping Station with six (6) screw centrifugal pumps
- One (1) Raw Sewage Pumping Station with four (4) centrifugal pumps
- One (1) Coarse Bar Screen

- Three (3) Mechanically Cleaned Fine Bar Screens
- Two (2) Grit Basins with Dewatering Equipment
- Eight (8) Biological Phosphorus Removal Basins
- Eight (8) 1st Stage Aeration Basins
- Six (6) 2nd Stage Aeration Basins
- Eight (8) Final Clarifiers
- Four (4) Chlorine Contact Basins
- One (1) Dechlorination Chamber
- One (1), Aeration Ladder
- Return Activated Sludge Pumping Facilities
- New Building – two (2) centrifugal pumps
- Old Building – three (3) centrifugal pumps
- Two (2) Gravity Thickeners
- Three (3) uncovered Aerated Sludge Holding Tanks
- One (1) covered Aerated Sludge Holding Tank
- Four (4) Belt Filter Presses

The process component lists provided above are not all inclusive and are intended only to illustrate the complexity of each plant. It will be the selected firm's responsibility to provide qualified individuals capable of making accurate assessments for all process equipment along with the infrastructure that supports those processes.

2. **Safety Audit – Recommended Minimum Scope of Services**

A. Kick Off Meeting

1. Review current program structure.
2. Identify available documents for later review by Safety Consultant.
3. Identify core team structure (Safety Consultant and LFUCG personnel) necessary to complete audits.
4. Agree on final scope of audits and deliverables.
5. Develop and agree to overall project completion schedule.

B. Conduct Site Inspections at Each WWTP / Review Findings

1. In conjunction with core team and project schedule, complete site inspections at each wastewater treatment plant; documenting findings for inclusion in the final audit reports.
2. Site inspections should include confidential interviews with operations and maintenance staff to gain insight on their perceptions regarding safety program strengths and weaknesses.

3. Meet with LFUCG staff to review initial findings and agree upon a conceptual approach in presenting and prioritizing field audit findings.

C. Prepare Submit Final Report

1. Prepare and submit one (1) copy of a draft report in Microsoft Word format (or equal approved by the LFUCG Project Manager). NOTE: LFUCG Project Manager will be responsible for coordinating, collecting and returning LFUCG comments to the Safety Consultant.
2. Within 14 business days of receiving LFUCG comments, return a final report to LFUCG in the same Microsoft format.

NOTE: This scope is not intended to be all inclusive, but is intended to be a guide to prospective proposers as to the general expectations of the Owner. The Lexington-Fayette Urban County Government will not compensate proposers for the cost of proposal preparation.

3. Schedule and Completion

The proposed timeline for this project is outlined in the following schedule. This timeline may be adjusted. The LFUCG Project Manager shall arrange the exact time and location of meetings.

Meeting to Negotiate Contract	January 25, 2016
Submission of Completed report	June 30, 2016

4. Statements of Qualifications Format

Statements of Qualifications shall be structured as follows:

A. Cover Letter

Letter of interest. One page.

B. Project Team Identification

Provide the name of the individual, firm or team of firms; contact information for each including primary contact, address, business phone number, email address. Identify Disadvantaged Business Enterprise (DBE) / Minority Business Enterprise (MBE) sub-consultants. One page

C. Project Team

Provide organizational chart showing team members and sub-consultants. Provide resumes of key team members. Identify role of key team members.

Ten pages maximum. Resumes shall be one page maximum.

D. Experience

Identify related firm or individual experience (chart form) with specific emphasis on similar scope experience/level of expertise with manufacturing sector clients. Identify client, project, description of project, client contact information (name, phone number, and email address). Specifically note insurance related site restoration work. Five projects or clients minimum. Five pages maximum.

E. Cost Estimate for Completion of Audits

As stated previously, the fee for completion of audits at both treatment plants is recommended as lump sum. Your response to this RFQ should present the lump sum fee for the kick off meeting separately from the lump sum fee provided for the audits.

F. Hourly Rates

Identify hourly rates for all project team members. One page maximum.

5. Basis of Selection

LFUCG will evaluate the Statements of Qualifications according to the following criteria:

	Criteria	Points
1	Project Manager Qualifications - Specialized experience and technical competence of the person or firm with the type of service required	30
2	Firm Experience in Similar Work – Past record and performance on contracts with the LFUCG or other government agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling	30
3	Capacity/related to project size to perform the work, including any specialized services, within the time limitations	5
4	Character, integrity, reputation, judgment, experience and efficiency of the person or firm	5
5	Degree of local employment to be provided by the person or firm	10
6	Kickoff and audit completion fee	20

SOQs shall contain the appropriate information necessary for evaluation based upon these criteria. A committee composed of LFUCG employees will evaluate the proposals.

Questions should be addressed to:

Brian Marcum, Buyer Senior

Division of Central Purchasing
bmarcum@lexingtonky.gov

6. Method of Invoice and Payment

The Consultant may submit monthly invoices for basic services or work rendered, based upon the Consultant's estimate of the portion of the total services actually completed during the billing cycle. Each invoice shall be accompanied by a breakdown of hours attributed to each Task for both the billing cycle and the cumulative project period. The Project Engineer shall respond to the invoice within thirty days, either denying or approving payment. Specific project time sheets and other payroll information may be subject to reviews and audits by the Lexington-Fayette Urban County Government.

7. LFUCG Project Manager – Mr. Robin Wright, Safety Specialist, LFUCG

**LEXINGTON-FAYETTE
 URBAN COUNTY GOVERNMENT
 WWTP ORGANIZATIONAL CHART
 DECEMBER 1, 2015**

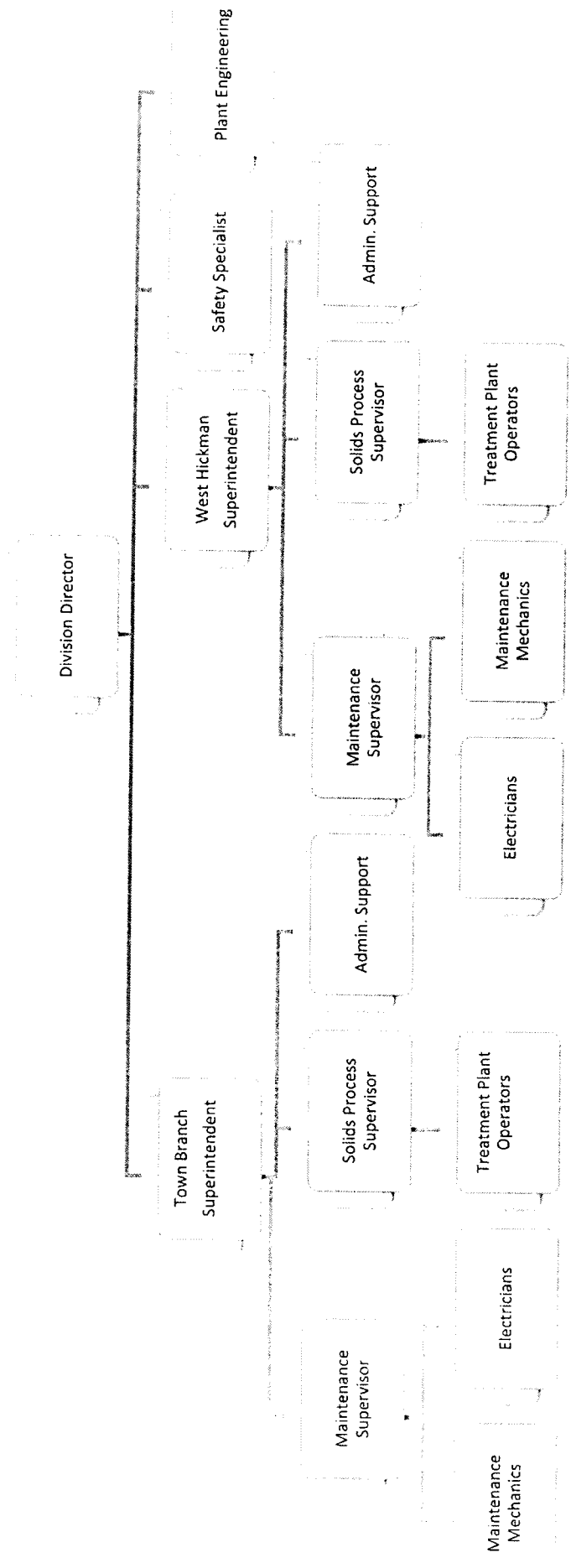


EXHIBIT B

**SCOPE OF PROFESSIONAL SERVICES
AND RELATED MATTERS**



January 14, 2016

Mr. Todd Slatin, Director
Lexington Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

**RE: Smith Management Group; Safety Management Program Evaluation & Improvement,
RFP #64-2015**

Dear Mr. Slatin:

Smith Management Group (SMG) appreciates the opportunity to provide the enclosed proposal to complete Facility Safety Audits at the Town Branch and West Hickman Wastewater Treatment Plants.

We are qualified to perform this work and capable of meeting the delivery requirements as stated in Exhibit D of the RFP, because of our team's extensive experience in Facility Safety Audits. Our team and related experience is described in the attached proposal and includes:

- SMG is a Certified Woman Owned Business;
- SMG has previously performed work in and is **extremely familiar** with the safety issues associated with the Town Branch and West Hickman Wastewater Treatment Plants; and
- SMG is a locally owned and operated firm, with an active office in Lexington, Kentucky.

The attached proposal describes the capabilities of SMG and our ability to perform the described work on behalf of the Lexington Fayette Urban County Government. Our understanding of this project is based upon the scope of work and the information you have provided via the **Safety Management Program Evaluation & Improvement, RFP #64-2015**. If you have questions regarding this proposal contact either Sara Smith 859-231-8936 x 105, saras@smithmanage.com or Kevin Chaplin 502-587-6482 x 208, kevinc@smithmanage.com.

Sincerely,

Sara Smith
President
Smith Management Group

Lexington
1405 Mercer Road
Lexington, KY 40511
859-231-8936
859-231-8997 fax

Louisville
1860 B Williamson Court
Louisville, KY 40223
502-587-6482
502-587-6572 fax





Proposal to Lexington Fayette Urban County Government

For

Safety Management Program Evaluation & Improvement

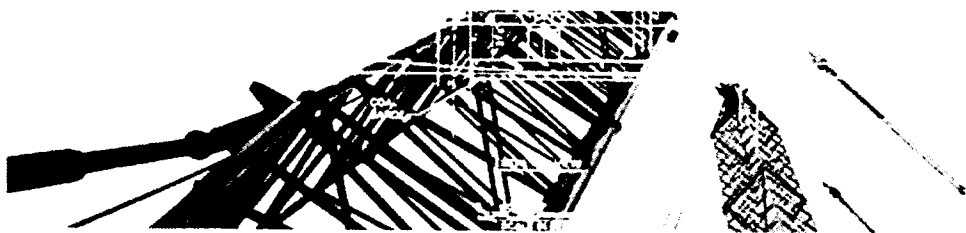
RFP # 64-2015

Submitted by



Smith Management Group
1405 Mercer Road
Lexington, Kentucky 40511

January 14, 2016





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- Affidavit
- Equal Opportunity Agreement
- General Provisions
- MWDBE Participation Form
- Notice of Requirements for Affirmative Action
- Workforce Analysis Form
- SMG Information Insurance Certificate
- WBENC 2016 Certification



Project Team Identification

Smith Management Group ("SMG") proposes to provide safety management services for the completion of Facility Safety Audits at the Town Branch and West Hickman Wastewater Treatment Plants. SMG is a certified woman-owned environmental consulting firm. SMG will be joined by Industrial Safety and Training Services ("ISTS"), who will serve as a sub-consultant.

SMG was founded in 1989 to focus on effectively managing environmental issues. SMG became a woman owned company in 2004 with Sara G. Smith as president. We are certified through the Women's Business Enterprise National Council (WBENC). SMG has environmental engineers and professionals on staff that can provide expertise and assistance to this project, including professional engineers and industrial hygienists. SMG strives to provide cost effective solutions for our client needs in a technically sound and efficient manner.

ISTS was created by a former Kentucky and Indiana OSHA inspector to conduct technical audits and inspections, evaluate and develop safety programs for clients, conducted training programs required by OSHA 29 CFR 1910 and 1926, conduct Confined Space and PPE Assessments, and provide technical support regarding machine guarding, confined space, and fall protection solutions.

SMG and ISTS combine to create a synchronized, efficient, and effective team. The depth of our professional experience allows us to identify and implement innovative solutions in less time than other firms with less experience. In addition, our familiarity with the two plants will enable us to work more efficiently than other firms. Therefore, strict comparison of hourly rates may not be an accurate assessment of a project's true cost to the city.



Project Team

SMG has assembled a team of experienced technical professionals. Resumes for the following individuals are included in this section. These professionals will perform the work on the project.

Name	Position	Responsibilities
Sara Smith	Principal	Project Director/Quality Assurance
Kevin Chaplin	Senior Industrial Hygienist	Project Manager
Joseph Wayne Anderson, M.S., CHST	Subconsultant to SMG	Compliance Inspection Team Leader
Sarah Carty, M.P.H.	Health & Safety Specialist	Audit Team/Technical expertise
William Shane, P.E.	Project Engineer	Audit Team/ Technical expertise

Kevin M. Chaplin, Senior Industrial Hygienist

As a 30-year veteran in the environmental, health and safety industry, Kevin Chaplin is SMG's Senior Industrial Hygienist. Mr. Chaplin's role in conducting the Safety Management Program Evaluation of the Town Branch and West Hickman Wastewater Treatment Plants will be multi-faceted. Mr. Chaplin will be the liaison between LFUCG's Project Manager and the overall evaluation or audit team. Mr. Chaplin will coordinate schedules and deliverables as well as participate in and provide oversight of the site specific evaluations and safety program reviews. Mr. Chaplin will assist in the preparation of final reports and correspondence on this project and participate in the final review of any work product generated. Mr. Chaplin is familiar with the West Hickman facility and staff having recently conducted a hydrogen sulfide sampling project and indoor air quality evaluation of the Solids Processing Building.



Joseph Wayne Anderson, M.S., CHST (Industrial Safety & Training Services)

As a former Compliance Safety and Health Officer for the Kentucky Labor Cabinet (KY- OSHA) and the Indiana Department of Labor (IN-OSHA) Mr. Anderson will be the lead evaluator and investigator conducting written program evaluations and facility inspections at the two wastewater treatment facilities. Mr. Anderson's experience investigating accidents and evaluating safety and health programs as well as overall OSHA compliance requirements provides SMG and LFUCG with another team member capable of identifying health and safety compliance issues and prioritizing them accordingly.

Sarah Carty, M.P.H

As a former facility Environmental, Safety and Health Facility Manager for a large chemical manufacturing facility, Ms. Carty is experienced in reviewing, developing and implementing occupational safety and health programs as well as OSHA compliance programs. Her experience in conducting health and safety evaluations and working with employees at the facility level as well as management level provide the team with an excellent communicator and knowledgeable safety program evaluator. Ms. Carty's primary role will be in the facility program review and evaluation and in conducting employee interviews regarding the safety culture at both facilities. Ms. Carty will also be assisting in the execution of facility compliance inspections at both facilities.

William Shane, P.E.

Mr. Shane is a civil and environmental engineer with five (5) years of regulatory experience developing National Pollutant Discharge Elimination System (NPDES) wastewater permits with the Kentucky Division of Water before joining SMG. Mr. Shane's experience developing major and minor municipal NPDES permits for Wastewater Treatment Plants throughout Kentucky provides us with a team member capable of answering process specific questions relating to facility processes and equipment being operated by employees at the two plants. Mr. Shane's role will be to answer any technical questions regarding equipment or processes that may be beneficial to the safety evaluation team working on-site.



Sara Smith, J.D.

Sara Smith is the President of Smith Management Group. She analyzes project risk management, provides ongoing analysis of legal developments in the environmental health and safety arena and directs interpretation of certain regulations. Ms. Smith provides consulting services to SMG clients with regard to project development, regulatory issues and interface with agencies. Ms. Smith regularly serves as a facilitator for policy development initiatives.

Sara's role on the project team is provide legal guidance on any policy initiatives or compliance issues that may develop throughout the course of the project and provide and additional layer of quality assurance in the development of our work product.

Additional Benefits to LFUCG

The addition of Industrial Safety & Training Services (ISTS) as a team member and subconsultant to SMG on this project provides SMG and LFUCG with additional support services as it pertains to safety training. In addition to having a former OSHA compliance inspector on the team, SMG has available through ISTS a support staff capable of providing an array of training that could be identified as a compliance deficiency through the course of the facility audits. These unique training services that can supplement SMG services include OSHA 10 and 30 hour worker training, fire safety, fall protection, confined space training, D.O.T. training and arc flash hazard compliance among others.



SARA G. SMITH

Principal

859-231-8936 ext. 105

saras@smithmanage.com

Education

J.D. with Highest Distinction, University of Kentucky College of Law

B.A. American Studies, Temple University, Summa Cum Laude

Professional Certifications and Affiliations

Admitted to Kentucky Bar

Certified Mediator

Sara Smith is the President of Smith Management Group. She analyzes project risk management, provides ongoing analysis of legal developments in the environmental arena and directs interpretation of environmental regulations. Ms. Smith provides consulting services to SMG clients with regard to project development, regulatory issues and interface with agencies. Ms. Smith regularly serves as a facilitator for policy development initiatives.

Ms. Smith received the first legal fellowship granted by the Institute for Mining and Minerals Research under Title III of the Federal Surface Mining and Reclamation Act. Prior to her legal practice, Ms. Smith worked as a title abstractor for an oil & gas exploration and development company and as a surveyor. Ms. Smith has developed experience as a transactional attorney, a certified mediator, a facilitator for stakeholder policy development and as the senior manager for Smith Management Group.

Professional Experience

- Principal responsible for development of Kentucky's Energy Project Site Bank for renewable, nuclear and coal gasification energy.
- Highly successful grant writer for federal, state and local grant programs. Clients have received millions in grant funds due to

proposals created by Ms. Smith.

- Review of environmental reports and plans for legal implications; advises on compliance with health & safety, environmental issues and regulations.
- Organizer/facilitator for the Ky Workgroup on Legal Issues of Carbon Sequestration. Principal author of the resulting report which drove legislation creating a structure for sequestration in the state.
- Advisory Board, Center for Applied Energy Research, University of Kentucky, 2009-present.
- Cross-Cutting Issues Technical Workgroup for the Kentucky Climate Action Planning Council, 2010-2011.
- Facilitator for Stakeholder Meeting Series for Kentucky SEEK Initiative, 2011-2012, working toward the goal of a robust, state-wide energy efficiency plan.

Selected Publications/Presentations

"Utah International, Inc. v. Watt: Adjudicative or Legislative Hearing", Kentucky Law Journal, Volume 72, Number 1, 1983-84.

"Implied and Conditional Consent in the Sale of Horse Shares or Seasons", Kentucky Law Journal, Volume 74, Number 4, 1985-86.

"Legal and Technical Ramifications of Environmental Data Collection", National Symposium on Surface Mining Hydrology, Sedimentology and Reclamation, December 1984.

"Permitting Coal Gasification Facilities: A How-to Manual", 2010, Energy and Mineral Law Foundation Winter Meeting.

"Kentucky's Climate Action Planning Process", 2011, Keynote - Kentucky Chamber of Commerce Annual Environmental Conference.



KEVIN M. CHAPLIN

Senior Industrial Hygienist
502-587-6482 ext. 208
kevinc@smithmanage.com

Education

B.S. Environmental Sciences, Morehead State University

Professional Certifications and Affiliations

Former OSHA Certified 10/30 Hr. Outreach Trainer

OSHA Dust Explosion Inspection Preparatory Training

First Aid/CPR

TSCA Title II Accreditation as an AHERA Asbestos Inspector, Project Designer and Management Planner & Former KY DPH Licensed LBP Inspector & Risk Assessor

AIHA – HVAC and Indoor Air Quality Technical Presentation

Safety Committee Member, 2012-Present, Association of General Contractors (AGC) of KY

Environmental & Energy Committee Member, Greater Louisville Inc. (GLI)

Member, American Industrial Hygiene Association (AIHA) & KY Chapter Member

Member, KY Health and Safety Network

Member, American Society of Safety Engineers

Kevin Chaplin is a senior industrial hygiene manager with over thirty years' experience in occupational health and safety compliance and facility investigations. He has developed and managed multi-site EHS audits for a number of clients including joint venture projects with with A/E firms, Construction Managers and Corporate Audit Teams.

Kevin provides corporate industrial hygiene services including guidance on policy decisions, program development and facility evaluations. His special interest is in hazard assessment and indoor air quality investigations involving the recognition and control of workplace hazards.

Mr. Chaplin develops OSHA compliance programs and conducts hazard assessments and chemical exposure evaluations for employers. He is experienced with indoor air quality, asbestos, lead, combustible dust, microbial contamination and chemical exposures. His practical approach to site and resource management has earned the trust of governmental agencies and his clients. In addition to the private sector, he has successfully coordinated multi-facility health and safety audits of Governmental Institutions such as the U.S. Army National Guard.

Professional Experience

- Internal safety director responsible for development of site safety and health plans pertaining to hazardous waste site clean-ups and investigations.
- Senior Industrial Hygienist and team leader, able to complete multi-site health & safety and OSHA compliance audits on budget and on time.
- Broad-based industrial and commercial experience evaluating workplace hazards, developing practical approaches to corrective actions and providing consultation on health and safety policies as well as OSHA compliance issues.

Joseph Wayne Anderson, M.S., CHST

Permanent Address: 1461 Walnut Valley Rd. NW, Corydon, IN 47112 Home/Cell: 502-523-1044

Email: joseph.anderson3@icloud.com

EDUCATION

Eastern Kentucky University, Richmond, KY

Master's Degree (M.S.) – Safety, Security, & Emergency Management

Date of Graduation: 12/20/2014

Eastern Kentucky University, Richmond, KY

Bachelor's Degree (B.S.) – Construction Management

Date of Graduation: 12/18/2010

CERTIFICATIONS

- Construction Health & Safety Technician (CHST) Earned: September 2014 Recertify: December 2019
- First Aid/CPR/AED Earned: January 2015 Recertify: January 2017
- OSHA 30-Hour (Construction) Earned: April 2010
- OSHA 30-Hour (General Industry) Earned: October 2015

EMPLOYMENT HISTORY

Health, Safety, & Environmental Specialist

September 21, 2015-Present

Industrial Safety & Training Services (ISTS)

Prepare facilities for audits and inspections to ensure compliance with state and federal regulations by evaluating, developing and implementing EHS programs. Investigate safety/health related issues by conducting complex walkthrough inspections, tool audits and equipment inventories. Create and conduct training programs on various safety and health topics. Generate technical reports detailing audit/investigation results. Improving sustainability and helping prepare facilities for audits and inspections to ensure compliance with state and federal regulations. Ensure regulatory compliance in industries such as, but not limited to, construction, manufacturing, distilling/spirits, and logistics. Operate technical testing equipment such as, but not limited to dosimeters, circuit analyzers, and multi-gas meters.

Compliance Safety & Health Officer

January 5, 2015-September 18, 2015

Indiana Department of Labor-IOSHA

Conducted complex and detailed inspections of work sites to detect occupational safety hazards covered under 29 CFR 1910 OSHA General Industry Safety and Health Standards, as well as, state safety and health standards and life safety codes (e.g. NFPA). Conduct technical investigations involving accidents and fatalities. Ensure regulatory compliance in industries such as, but not limited to, construction, manufacturing, and healthcare. Evaluate safety and health programs, injury/illness records, and employee training records. Wrote detailed reports of inspections and investigations. Issued citations and monetary penalties to employers. Operated technical testing equipment such as, but not limited to air velocity meters, circuit analyzers, and multi-gas/LEL meters. Attended technical training sessions and seminars.

Compliance Safety and Health Officer

April 2, 2012-January 3, 2015

Kentucky Labor Cabinet-KYOSH

Conducted independent inspections and investigations of work sites to detect occupational safety hazards covered by 29 CFR 1910 OSHA General Industry Safety and Health Standards and 29 CFR 1926 OSHA Construction Safety and Health Standards, as well as, state safety standards and life safety codes (e.g. NFPA). Conduct technical investigations involving accidents and fatalities. Ensure regulatory compliance in industries such as, but not limited to, construction, manufacturing, and healthcare. Wrote detailed reports of inspections and investigations. Evaluate safety and health programs, injury/illness records, and employee training records. Issued citations and monetary penalties to employers. Researched literature on occupational safety and health laws, standards, and technical developments in the field of job safety. Operated technical testing equipment such as, but not limited to air velocity meters, circuit analyzers, and laser distance meters. Assisted in training new employees and attended technical training sessions and seminars.

Project Estimator

March 1, 2011-April 1, 2012

Carpet Decorators, Inc.

Take off and bid projects for commercial, institutional, healthcare, and governmental agencies using industry specific software; attend pre-bid/pre-construction meetings; act as key accounts representative for such clients as the University of Kentucky; field verify measurements for renovation/remodeling jobs; and track key account material purchases.



SARAH A. CARTY, MPH

EHS Specialist/ Industrial Hygienist

859-231-8936 ext. 107

sarahc@smithmanage.com

Education

MPH, Master of Public Health, Eastern Kentucky University

B.S., Biology, Eastern Kentucky University
Cum Laude

Professional Organizations

American Society of Safety Engineers (ASSE)

2015-2016 Louisville Chapter President
2014-2015 Louisville Chapter Vice President

American Industrial Hygiene Association (AIHA)

2015-2017 Board Director for Kentuckiana Section

Professional Certifications and Training

40-Hr OSHA HAZWOPER certification

Post Graduate Industrial Hygiene Certificate

Hazardous Waste Mgmt. (RCRA)-16hr

TSCA Title II Accreditation as an AHERA Asbestos Inspector with licensing in KY, IN & OK

Confined Space Entry & Rescue Certified

TSCA Imports and Exports Training

Department of Homeland Security CVI Authorized User

Sarah Carty is an environmental health and safety specialist and industrial hygienist with experience in industrial hygiene program

evaluation as well as occupational health and safety program development.

Sarah has conducted safety program evaluations and prepared OSHA written programs in a variety of manufacturing and industrial facilities.

Ms. Carty has prepared and presented training on various topics such as TSCA, Hazardous Waste Management, Hazard Communication (GHS) and Industrial Hygiene for clients and conferences.

Sarah has coordinated health and safety programs at facilities that include a large mining equipment manufacturer, an international insulation manufacturer and a large chemical company. She has performed several hazard assessments and edited Job Hazard Analyses for a variety of tasks in a manufacturing setting.

Professional Experience

- industrial environmental health and safety team leader.
- Has completed several EHS audits and risk assessments.
- Has conducted several Industrial Hygiene assessments in a variety of manufacturing facilities in Kentucky, Kansas, Pennsylvania, Tennessee, and Ohio.
- Teaches and develops training programs on a variety of EH&S topics.
- Conducts TSCA Compliance Audits



WILLIAM SHANE, P.E.

Environmental Engineer

859-231-8936 ext. 108

williams@smithmanage.com

Education

M.S., Environmental Engineering, University of Cincinnati

B.S., Civil Engineering, University of Kentucky

Professional Certifications

Professional Engineer, KY License # 29490

William Shane joined Smith Management Group in 2013. William is a civil and environmental engineer with five years of regulatory experience developing National Pollutant Discharge Elimination System (NPDES) wastewater permits with the Kentucky Division of Water (KDOW). William primarily focused on municipal permitting. William's experience with municipal permitting includes all types of facilities, ranging from major and minor permits, to permits with pretreatment programs and combined sewer overflows.

Mr. Shane developed expertise in municipal pretreatment issues while at KDOW. He conducted audits and inspections of pretreatment programs and industrial users throughout Kentucky. Mr. Shane worked with municipal control authorities, industrial users, and EPA to identify and resolve program deficiencies and to recognize and build upon program strengths. As part of this expertise, Mr. Shane achieved Voluntary Pretreatment Level I Certification through the Kentucky-Tennessee Water Environment Association.

William was awarded a Master's Degree in Environmental Engineering from the University of Cincinnati. His EPA-funded research studied the ability of chlorine to

disinfect spores that had adhered to a biofouled concrete pipe network. The research led to publication of an article titled "Persistence of non-native spore forming bacteria in drinking water biofilm and evaluation of decontamination methods" in the journal Environmental Technology.

Mr. Shane is a registered Professional Engineer in the Commonwealth of Kentucky.

Professional Experience

- Developed major and minor municipal NPDES permits for wastewater treatment plants throughout Kentucky.
- Performed technical reviews of and prepared draft permits for general and individual noncoal operations.
- Oversaw municipal pretreatment programs and industrial users for compliance with EPA regulations.
- Prepared Stormwater Pollution Prevention Plans (SWPPP), Spill Prevention Control and Countermeasure (SPCC) Plans, and Groundwater Protection Plans (GPP) for industrial facilities in Kentucky.
- Reviewed industrial, stormwater, and mining NPDES permits for potential areas of concern.
- Provided analysis, support, and follow up for the corporate environmental audits program at a major utility company with facilities in multiple states.



Experience

Client	Project	Project Description	Client Contact Information
Permobil Corporation, Lebanon, TN	OSHA Written Program Development & Compliance Assistance	SMG prepared OSHA required written programs for their new U.S. facility which consisted of Hazard Communications, Industrial Truck Program, Confined Space Program, Control of Hazardous Energy, Respiratory Protection, Fire Prevention and an Emergency Response Plan. SMG also conducted a facility Hazard Assessment and an Occupational Noise Study. The Hazard Assessment and Noise Evaluation were conducted to determine the need for personal protective equipment and employees for possible inclusion in a Hearing Conservation Program.	Rick Haynes, Senior Human Resources Manager (800) 736-0925 Rick.Haynes@permobil.com
U.S. Army National Guard-Region South Industrial Hygiene Office, Atlanta, GA	5-Year BPA Contract for Conducting Health Hazard Assessments at Natl. Guard Facilities in a 16 State Region	SMG conducts Health Hazard Assessments and audits of National Guard facilities (16 States-Region South). Services include environmental health & safety regulatory compliance, reviewing Army safety programs, testing and analysis of potential physical, chemical and biological hazards, asbestos assessments & sampling, conducting chemical inventories and assessing potential safety hazards. Responsible for overall project management, conducting assessments and preparing a report of findings for each facility assigned.	Kenneth Fuller (404) 559-4174 Mandan.K.Fuller.civ@mail.mil



Client	Project	Project Description	Client Contact Information
<p>TRANE Corporation, now a Division of Ingersoll Rand, Lexington, KY</p>	<p>OSHA compliance and review and revision of all written safety programs</p>	<p>SMG conducted a wall to wall OSHA compliance audit as well as review and revision of all written safety programs for TRANE's 700,000 square foot manufacturing facility in Lexington, Kentucky. SMG prepared a detailed spreadsheet indicating each process area, applicable standards, current compliance status and recommended improvements for each of the designated areas within the facility.</p>	<p>Joe Jefferies, CSP EHS Leader, Trane (859) 259-2507</p>
<p>Three Bond International, Inc., West Chester, OH</p>		<p>SMG conducted an environmental health and safety assessment of Three Bond's Manufacturing, Research and Development facilities. SMG reviewed and revised written OSHA compliance programs and provided recommendations on implementation to ensure compliance and promote health and safety within the workplace through the revision of safety policies and procedures.</p>	<p>Confidential/Not Available</p>
<p>Robert Bosch Tool Group Nationwide</p>		<p>SMG conducted annual OSHA compliance audits and/or employee exposure assessments. We have successfully assisted in reducing workman's compensation fees over the past five years by developing a thorough knowledge of each facility's specific needs as they relate to accident prevention, exposure reduction, and the development of risk-reducing engineering and administrative controls.</p>	<p>John Young John.Young@us.bosch.com</p>



Client	Project	Project Description	Client Contact Information
GAF Materials Corporation, Pennsylvania	OSHA Compliance Program Development & Support	SMG provided industrial hygiene and OSHA compliance services. We successfully developed lockout/tagout procedures and a confined space program for a facility under an OSHA directive deadline. In conducting this work, Smith Management Group was able to eliminate the cost of confined space emergency rescue training to employees by declassifying permit-required confined spaces to non-permit required confined spaces under specific OSHA guidelines and interpretations.	Confidential/Not Available
Progress Rail and Barge, Louisville, KY	Safety Program Development & Management; OSHA Compliance & Site Management	The client's facility which combines a coal rail yard and barge loading and unloading facility on the Ohio River was under regulatory mandate to completely revamp their Health & Safety Management Programs and OSHA Compliance Programs. SMG placed a full time industrial hygienist at the facility for a period of 6 months, with substantial support from SMG's remaining IH staff to create new programs for all required OSHA standards applicable to the facility. The project included written programs, training and a management system designed to enable the facility to stay up to speed on training, recordkeeping and compliance requirements.	Confidential/Not Available



Client	Project	Project Description	Client Contact Information
Louisville Courier Journal/Gannett Publishing	Facility OSHA Compliance Inspection and Reporting	SMG conducted a safety program review and OSHA compliance inspection of the Courier Journal newspaper printing and production facility located in Louisville, KY. SMG worked with both corporate and local representatives for successful execution of the compliance inspection. A facility-wide Insurance Company/Risk Audit conducted less than six months later indicated the OSHA inspection reporting document and recommendations were outstanding.	rohlmann@gannett.com
Kentucky and Indiana State OSHA (State OSHA Programs)	Kentucky State and Indiana State OSHA Inspector	Joseph Anderson was formerly employed by Kentucky OSHA and conducted many technical inspections in construction and general industry to include imminent danger referrals, employee complaints, accident investigations, fatality investigations, and general schedule (wall-to-wall) audits.	Mark Hughes (KYOSH Supervisor): 502-564-3583 Eric Shell (IOSHA Supervisor): 317-233-3799



Cost Estimate for Completion of Audits

SMG has prepared the following projected lump sum costs for the services described in the Request for Proposals RFP #64-20150, Section 2 (Safety Audit – Recommended Minimum Scope of Services). The following budgets are inclusive of both facilities.

A. **Kick Off Meeting:** \$1,500.00

B. **Conduct Site Inspections at Each WWTP / Review Findings:** The following lump sum can be amended upon an agreement on the final scope of the audits and deliverables determined during the Kick Off Meeting described in the RFP. In Section 1 (General Project Description – Safety Audits), the RFP indicates that one of the overall goals is to “Identify/document programmatic gaps and compliance deficiencies.” Identifying compliance deficiencies is typically manifested through the completion of a thorough OSHA compliance inspection of the facilities. This is generally a separate service or combined in conjunction with the safety audit which includes reviewing the safety program and its written programs, conducting employee interviews and identifying program gaps and deficiencies. Therefore, we are providing two separate lump sum budgets, the first which contemplates just the safety audit and the second which also includes the comprehensive OSHA compliance audit. The city may select the approach that best meets its needs.

Projected Cost Range (Includes Town Branch and West Hickman Facilities):

Safety Program Audits

Safety Program Review, Conduct Site Inspections (for Safety Program Implementation Review and Employee Interviews), Identify Safety Program Gaps, Conduct Post Audit Meeting and Preparation of Report (Recommended Solutions).

Projected Lump Sum Budget (Safety Program Audits) - \$11,500.00 Total (\$5,750.00 Each Facility)

NOTE: This budget does not include a complete OSHA Compliance Inspection of each facility.

Safety Program and OSHA Compliance Audit

Projected Lump Sum Budget (Safety Program Audits Combined with Wall to Wall OSHA Compliance Inspections of Each Facility) - \$16,000.00 Total (\$8,000.00 per facility).

***Please note that execution of the initial site visits for safety program implementation and employee interviews, the eventual scope of the OSHA compliance inspections could be reduced based upon the preliminary facility information obtained.*



Hourly Rates

CATEGORY	RATE
Principal I <i>Sara Smith</i>	\$195.00
Principal II	\$140.00-\$160.00
Specialist/Senior Project Manager/Sr. Industrial Hygienist <i>(Kevin Chaplin /Joe Anderson)</i>	\$120.00 - \$140.00
Senior Project Engineer/Scientist <i>(William T. Shane)</i>	\$100.00-\$120.00
Project Engineer/Scientist/ Safety Specialist/Industrial Hygienist <i>(Sarah Carty)</i>	\$70.00 - \$100.00
Cad Technician	\$45.00
Administrative Assistant I	

EXPENSES

Direct expenses will be charged as follows:

- Mileage \$0.55/mile
- Environmental or IH Sampling Equipment will be charged in accordance with daily rates schedules
- Laboratory fees will be billed at cost plus 15% (reduced to 10% for this project)
- All other direct expenses will be billed at cost plus 20% (reduced to 10% for this project)



Required Forms and Submittals

AFFIDAVIT

Comes the Affiant, Sara G. Smith, President, SMG, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Sara G. Smith and he/she is the individual submitting the proposal or is the authorized representative of Smith Management Group (SMG), 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.

[Signature]

STATE OF Kentucky

COUNTY OF Fayette

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

by Sara G. Smith on this the 13th day

of January, 2018.

My Commission expires: Sep 15, 2018

[Signature]
NOTARY PUBLIC, STATE AT LARGE



EQUAL OPPORTUNITY AGREEMENT

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:

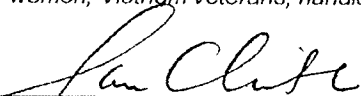
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

Smith Management Group

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, 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.



Signature

1/13/2016

Date



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 64-2015 Safety Management Program

Evaluation & Improvement

The MWDBE 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.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Smith Management Group	provide subcontractor information		0%
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.

Smith Management Group

 Company

San Clark

 Company Representative

1/13/2016

 Date

President

 Title

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 goal for the utilization of Disadvantaged Business Enterprises 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, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

WORKFORCE ANALYSIS FORM

Name of Organization: Smith Management Group

Date: 01 / 14 / 2016

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals	15	9	5						1	9	6
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical	2.5		2.5								2.5
Skilled Craft											
Service/Maintenance											
Total:	17.5	9	7.5						1	9	8.5

Prepared by: Kori Andrews, Environmental Specialist
Name & Title

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

WBENC Women's Business Enterprise
National Council

hereby grants

National Women's Business Enterprise Certification
to
Smith Management Group, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Ohio River
Valley - Women's Business Council, a WBENC Regional Partner Organization.

Expiration Date: 12/31/2016
WBENC National Certificate Number: 2005117115

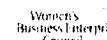
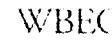
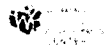
Sheila A. Mixon

Authorized by Sheila Mixon, Interim Executive Director
Ohio River Valley Women's Business Council



NAICS Codes: 541330, 541620

UNSPSC Codes: 77000000, 77101600, 77111500, 77110000, 77101505, 77101700, 77101502, 77101504, 77111600, 77101500, 77101503, 77101800





February 29, 2016

Mr. Charles H. Martin, P.E.
Director, Division of Water Quality
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

**SUBJECT: Smith Management Group; Safety Management Program Evaluation & Improvement, RFP #64-2015
Scope and Costing Revisions**

Dear Mr. Martin:

Smith Management Group (SMG) has revised the pricing structure and amended the scope of work based upon discussions with representatives of LFUCG's Division of Water Quality and Division of Risk Management during the Kick-Off Meeting on February 22, 2016. The purpose of the meeting was to finalize the scope of the audits and deliverables by SMG and LFUCG and finalize our proposed team. It is SMG's understanding that the overall goal and scope will be to identify compliance deficiencies through the completion of a thorough OSHA compliance inspection of the Town Branch and West Hickman facilities. SMG's team will review the current Division-specific OSHA required written safety programs, conduct on-site compliance inspections of each facility and provide a detailed spreadsheet of findings including prioritization of recommendations and proposed corrective measures.

SMG's report will itemize the compliance issues identified, indicate the OSHA requirement for that specific issue, provide the regulatory reference and list by facility department or location. In addition, the specific priority level to address the issue and an associated recommendation for achieving compliance will be provided. A separate spreadsheet (report) will be prepared for each wastewater treatment facility. In addition, a separate detailed report specifically addressing electrical safety and compliance issues will also be provided for each facility. SMG has added Mitchell and Lindsey, LLC to the audit team specifically for addressing electrical compliance issues. Mitchell and Lindsey, LLC specializes in evaluating electrical risk, electrical compliance issues and by providing training and services related to the implementation of comprehensive electrical safety programs. Mr. Mark Mitchell, with over 34 years of experience in the electrical industry, will conduct the comprehensive electrical safety and compliance analysis of electrical systems and components associated with the facilities.

Lexington
1405 Mercer Road
Lexington, KY 40511
859-231-8936
859-231-8997 fax

Louisville
1860 B Williamson Court
Louisville, KY 40223
502-587-6482
502-587-6572 fax



Mr. Charles Martin
February 29, 2016
Page 2

Additionally, SMG will be adding Trever Lindemier, CIH, CSP, to the project team. Trever has worked with SMG for over 13 years as a full time employee and currently as a contract employee as needed. Trever will be responsible for reviewing the overall compliance audit approach and reports and providing quality control through final review and consultation with the project team.

LFUCG's Division of Water shall provide access to all facility buildings and processes located at the two WWTPs. In order to assist SMG with determining if proper employee training and work practices are being implemented we would request a description of employee positions and job descriptions for those employees working at the two WWTPs. Employee's that only work in office environments can be described under a generic description such as "administrative". SMG also requests a list of each Department or Building where employees are assigned for each of the two facilities.

The proposed scope of work **does not include**:

- Conducting training or performing corrective actions
- Revising or preparing written safety programs for LFUCG
- Reviewing or addressing the overall "Generic" LFUCG Safety Program (SMG will be reviewing the appropriate Division of Water specific individual safety programs required by OSHA for the two facilities).

Projected Costs (Includes Town Branch and West Hickman Facilities):

Kick Off Meeting: \$1,500.00 (Completed)

OSHA Compliance Audit and Report of Findings (Includes Review of Individual Division-Specific Written Safety Programs) for Town Branch and West Hickman WWTPs: \$19,600.00 Total (\$9,800.00 per facility).

Electrical Safety & Compliance Audit and Report of Findings (Includes Review of Individual Division-Specific Written Electrical Safety Program): Projected Not to Exceed Amount is \$10,800.00 Total (\$5,400.00 per facility).

Scheduling

The first phase of the work will be to receive and review the individual written safety programs unique to each facility and the Division of Water. This process should take approximately 7-10 days and is recommended to be completed prior to conducting the on-site audits. A pre-site audit

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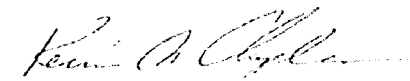
Mr. Charles Martin
February 29, 2016
Page 3

review will allow SMG's team to become familiar with the specific written requirements prior to reviewing facility implementation practices.

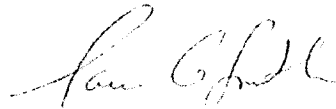
SMG expects the audit team to conduct on-site compliance inspection activities over the course of 2-3 days at each site. The electrical audit itself will require a minimum of two (2) days at each facility. Upon completion of the on-site inspections, an additional 10-14 days will be required for completion of the draft and final report of findings.

SMG appreciates the opportunity to provide our services to you on this project. Should you have any questions on this or any other environmental health and safety matter please do not hesitate to contact me at (502) 587-6482, Ext. 208.

Sincerely,
SMITH MANAGEMENT GROUP



Kevin M. Chaplin
Senior Industrial Hygienist



Sara G. Smith
President

Attachments: Trever Lindemier, CIH,CSP Resume
Mitchell & Lindsey Information
Mark Mitchell Resume

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TREVER L. LINDEMIER, CIH, CSP

**CERTIFIED
INDUSTRIAL
HYGIENIST**

Trever Lindemier has worked with the Smith Management team for over 13 years. His experience includes time within industrial facilities as EHS Management as well as providing consulting services to a variety of workplaces. Since his graduation in 1997, Trever has accumulated certification as a Certified Safety Professional and a Certified Industrial Hygienist.

Education

B.S. Environmental Science (Industrial Hygiene and Safety emphasis), Western Kentucky University, 1997

Trever Lindemier provides CIH and CSP backup to SMG's field teams. His experience is used as needed for quality control, process and procedure review and health and safety plan development.

Mr. Lindemier provides flexibility both at the highest level of review and plan development and as an in-field technician with a wealth of hands-on practical experience. His experience in industrial facilities has included a variety of work environments, giving him a thorough grounding in the hazards present in different work situations.

Professional Certifications and Affiliations

Certified Industrial Hygienist

Certified Safety Professional

ISO 14001 Lead Auditor

OSHA 40 Hour Hazardous Site Worker

Certified Asbestos Inspector; Lead Hazard Risk Assessor

American Industrial Hygiene Association (Local Chapter Director)

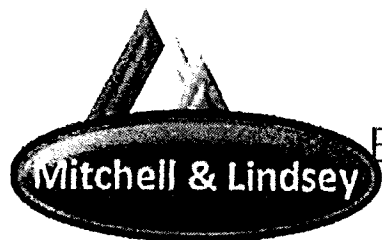
American Society of Safety Engineers

Professional Experience

- Managed health & safety projects for over 50 manufacturing facilities nationwide.
- Developed safety teams and reduced facility costs by reducing workers compensation claims and injury rates.
- Demonstrated competence in personnel monitoring and facility-wide OSHA compliance auditing.
- Designed and implemented facility OSHA compliance programs.



Call us today at (502) 836-4217 for a free consultation.



Electrical Safety, Testing, Engineering & Drawings

About

Mitchell & Lindsey, LLC is in the electrical safety business. Based in Louisville, Kentucky, we specialize in Arc Flash Hazard Analysis and Training. Our clients <<http://mitchellandlindsey.com/our-clients/>> include companies throughout the United States.

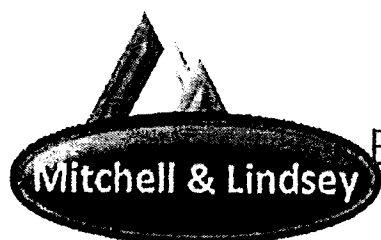
Our management team consists of Bobby Lindsey and Mark Mitchell.

Bobby Lindsey holds both an MBA and Electrical Engineering degree from the University of Louisville. He has been in the electrical preventive maintenance industry for 17 years, first learning the trade in 1994 as an Infrared Thermographer with Dyna Scan Technical Services. Just 10 years later, in 2004, Bobby became owner of Dyna Scan. Today, Bobby is one of the two partner-owners of Mitchell & Lindsey, LLC. He is keenly involved in the management and administrative end of the business, but routinely continues to use his expertise to ensure that clients are protected and projects are completed in a timely, professional and thorough manner.

Mark Mitchell has 34 years of experience in the electrical industry. He has held positions from apprentice to company owner, and he has managed projects from small service-related installations to multi-million-dollar projects. Mark has an intimate knowledge of project delivery methods from concept through design and completion. In addition, Mark has the following certifications:

- Active Kentucky Contractor and Master Electrical Licenses
- KSHE Certified Contractor
- Approved Kentucky Electrical Continuing Education Provider
- Authorized OSHA Outreach Trainer
- IEC Apprenticeship Instructor

Call us today at (502) 836-4217 for a free consultation.



Electrical Safety, Testing, Engineering & Drawings

Compliance

There is much confusion about compliance in regards to electrical hazards. Most people know that NFPA and OSHA are involved, but are unclear about what is required and when. The bottom line is facility managers want to know if NFPA 70E is required by OSHA.

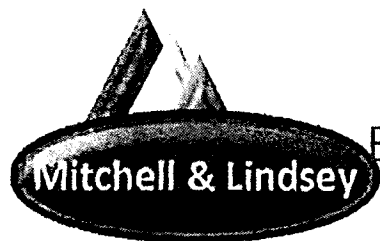
The NEC 110.16 requires that any label state the existence of an arc flash hazard and the corrective action to take. The label must meet ANSI Z525 sign standard. The label should include the following:

- The risk hazard category
- Flash protection boundary
- Incident energy at 18" expressed in cal/cm²
- PPE required
- Voltage shock hazard
- Limited shock approach boundary
- Restricted shock approach boundary

NFPA 70E gives two alternative methods of determining the arc flash category of the circuit in question. One method uses a series of task-based tables provided in NFPA 70E and quick calculations based on voltage, kva, etc. The downside of these tables is that they do not identify ways that you can reduce the hazards; they simply list the hazard risk category based on the type of equipment and the task being performed.

A more thorough method – **and the one we use** – is to have a complete arc flash analysis performed at your facility. This type of analysis involves a detailed field verification of your electrical distribution system, from your utility to the equipment on the facility floors. We then use software specifically designed to calculate the arc flash hazard level. Based on the results provided by the software, we write a set of detailed instructions for reducing the hazard levels. In addition, a full arc flash analysis will often turn up situations that eliminate the need to wear as much PPE. Often, we find the tables require a hazard risk category higher than is actually necessary once the hazard risk level has been calculated.

Call us today at (502) 836-4217 for a free consultation.



Electrical Safety, Testing, Engineering & Drawings

Electrical Safety Training

NFPA 70E Training

- NFPA 70E, "Standard for Electrical Safety in the Workplace" is the compliance standard recognized by OSHA as an effective means to ensure full compliance.
- Are your employees aware of the hazards and do they understand their responsibilities?
- Schedule an awareness training session and discover how to meet compliance objectives based on the latest edition of the standard.

Training Objectives

- Understand the relationship of OSHA and NFPA 70E
- Understand shock and flash hazards
- Understand OSHA's "qualified worker" requirements
- Understand why Lock Out/Tag Out is no longer accepted as the primary method used to meet compliance
- Learn how to determine the risk associated with the task and how to create "safe working conditions"
- Learn how to identify flash and blast hazards and the purpose of approach boundaries
- Learn how and when to use energized electrical work permits
- Learn how to select and properly use the appropriate PPE

Common Compliance Issues

- Failure to train the appropriate personnel
- Failure to produce adequate documentation
- Thinking outside contractors are totally responsible for their safety training when they enter your facility
- Thinking your current electrical safety program is adequate and meets the latest compliance standards
- Thinking licensed electricians are "qualified"
- Assuming labels and tables are safe work practices

Call us today to get more information on our training sessions. Typical sessions last one day and can be performed at your facility.

Mark Mitchell
Frankfort, KY 40601
502-682-8491

Experience

Present: Mitchell & Lindsey, LLC – Vice President

Our company is dedicated to providing professional electrical consulting and installation services. We specialize in electrical safety and compliance through comprehensive analysis of electrical distribution systems and components. Our training, reporting and review process leave our clients with a program meeting the strictest OSHA compliance guidelines.

2004-2009: Davis H Elliot Co.

Construction Manager – Responsible for all construction operations including project management and support staff along with all field personnel, materials and equipment. Projects included new construction, renovation, repair and of various sizes from multi-million dollar electrical contracts to service calls. In addition, to management of the construction department duties included personnel recruiting, employee professional development and safety training.

1998-2004 Arrow Electric Company

General Manger - Lexington Operations - Responsibility included the day to day operations of this full service electrical contractor including construction and service projects of all sizes and complexions. In addition the duties included supervision of the administrative staff along with estimating and marketing responsibilities.

1982 – 1998 Arrow Electric Company

Hired in as a journeyman electrician and climbed the ranks including the following assignments: Lead Electrician, Foreman, General Forman, Superintendent, Service Manager, Project Manager

1977 – 1982 Art's Electric Company

Started as a laborer and worked through the apprenticeship program to licensed journeyman electrician

Current Credentials

Kentucky Electrical Contractor License # CE64027
Kentucky Master Electrician License # ME28069
KSHE Hospital Certified Contractor
30 Hour Program Completion # 600090849
OSHA Authorized Outreach Trainer # C0037001
EON US Passport # 64210 / 64174
EE/ME Approved CEU Provider State of Kentucky
Past Apprenticeship Instructor IEC Lexington
Past Southside Technical School Electrical Advisory Committee
Past Chairman IEC Education Committee

References

Upon request.