

## **ENGINEERING SERVICES AGREEMENT**

**THIS IS AN AGREEMENT** made as of \_\_\_\_\_, 2024, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (OWNER) and ALL4 LLC, 2393 Kimberton Rd. Kimberton, PA 19442 (CONSULTANT). OWNER intends to proceed with the OSHA Compliance Program Compliance as described in the attached Exhibit A, “RFP #31-2024 OSHA Compliance Program Management.” The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis 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 professional engineering services by CONSULTANT and the payment for those services by OWNER as set forth below.

CONSULTANT shall provide professional consulting services for OWNER in all phases of the PROJECT to which this Agreement applies, serve as OWNER'S professional engineering 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 civil, geotechnical, structural, mechanical, electrical and sanitary engineering 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 Engineer and liaison representative between the CONSULTANT and the OWNER.
- 1.2.2. The CONSULTANT **must perform all duties necessary to fully complete the deliverables described in attached Exhibit A RFP #31-2024 “OSHA Compliance Program Management”, and attached Exhibit C the “Proposal of Engineering Services and Related Matters” (the CONSULTANT's response to RFP #31-2024). and Exhibit D “Task Order Form”.**

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

- 1.2.3 The CONSULTANT shall 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 post all initial draft work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the CONSULTANT shall submit five (5) copies (hardcover) 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 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**, and the **CONSULTANT** shall post all draft final work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall provide five (5) copies (hardcover). One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If it is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy.

**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, or any defect in the work of Contractor(s).

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

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

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

### **OWNER shall:**

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

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

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

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

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

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

###### **5.1.1. For Basic Services**

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

**5.1.1.a** Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT B** or as amended in accordance with provisions therein. Terms of payment to **CONSULTANT** shall be specified

in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.

**5.1.1.b** Each task order issued shall receive prior written approval of **OWNER** prior to **CONSULTANT** proceeding with said work. The **OWNER**'s designated agent in Section 8.1.1. shall be the only person authorized to provide such approval.

**5.2. Times of Payment**

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

**5.3. Other Provisions Concerning Payments**

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

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

**SECTION 6 - GENERAL CONSIDERATIONS**

**6.1. Termination**

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

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

**6.2. Ownership and Reuse of Documents**

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

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

**6.3.1.** The **CONSULTANT** shall familiarize 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 engineering Agreements.

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

##### **6.9.1. DEFINITIONS**

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

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

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

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

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

### **6.9.3. FINANCIAL RESPONSIBILITY**

The **CONSULTANT** understands and agrees that the **CONSULTANT** shall, prior to final acceptance of the **CONSULTANT'S** proposal and the commencement of any work; demonstrate

the ability to assure compliance with the Indemnity Agreement and other provisions of this Agreement.

#### 6.9.4. INSURANCE REQUIREMENTS

##### 6.9.4.1. Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER**.
- c. The General Liability Policy shall include Business Interruption coverage.
- d. The Contractor shall carry Builders Risk coverage at a level sufficient to cover the replacement cost of any equipment or machinery used at the work site, if applicable.
- e. The General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage unless it is deemed not to apply by **OWNER**.
- f. The General Liability Policy shall have a Professional Liability endorsement (including Errors and



Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage 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**. (**OWNER** does not need to be named as additional insured).

- g.** **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.
- h.** 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**.
- i.** Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### **6.9.4.2. Renewals**

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

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

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

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

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

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

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

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

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

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

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

- 8.1. This Agreement is subject to the following provisions.
- 8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned 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, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 8.3. **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.
- 8.4 **UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.
- 8.5. **NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.





**EXHIBIT A**

**REQUEST FOR PROPOSALS/  
SCOPE OF ENGINEERING SERVICES  
AND RELATED MATTERS**

**RFP #31-2024**





# Lexington-Fayette Urban County Government

## Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #31-2024 OSHA Compliance Program Manager** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **April 26, 2024**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

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

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

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

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

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

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

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





## **Laws and Regulations**

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

### **Equal Employment Opportunity**

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

### **Kentucky Equal Employment Opportunity Act**

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

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

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

The Act further provides:

#### **"KRS 45.610. Hiring minorities -- Information required**

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



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

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

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.
- (3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

**KRS 45.630 Termination of existing employee not required, when**

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

**KRS 45.640 Minimum skills**

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

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available workforce in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

**LFUCG Non-Appropriation Clause**

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



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

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

### **Contention Process**

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

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

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



## **AMERICAN RESCUE PLAN ACT**

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

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

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

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. Either party may terminate this Agreement for good cause shown with forty-five (45) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 45 days, then the Agreement shall terminate on the forty-fifth day.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not  

be limited to the following:

  1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.





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

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

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:
  1. *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*
  2. *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract*



*for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*

3. *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*
4. *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*
5. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.*

5.  
6.

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

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

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

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

*10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in*



*each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.*

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

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

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

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

**15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or**

**attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.**

**Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:**

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
  1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any



agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





## **SELECTION CRITERIA:**

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

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

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



## Affirmative Action Plan

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

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

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

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

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



## AFFIDAVIT

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

1. His/her name is \_\_\_\_\_ and he/she is the individual submitting the proposal or is the authorized representative of \_\_\_\_\_, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.



Further, Affiant sayeth naught.

\_\_\_\_\_

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

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

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by \_\_\_\_\_ on this the \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

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

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





## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

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

### The Law

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

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

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

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

\*\*\*\*\*

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

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

### Bidders

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

\_\_\_\_\_  
Signature

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



**WORKFORCE ANALYSIS FORM**

Name of Organization: \_\_\_\_\_

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

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

(Name and Title)

Revised 2015-Dec-15



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

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

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

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

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

Firm Submitting Proposal:

Complete Address:

Street

City

Zip

Contact Name:

Title:

Telephone Number:

Fax Number:

Email address:



## **Lexington-Fayette Urban County Government**

### **MWDBE PARTICIPATION GOALS**

#### **A. GENERAL**

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

#### **B. PROCEDURES**

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

#### **C. DEFINITIONS**

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.





- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

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

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

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

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
  - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
  - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
  - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
  - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
  - e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
  - f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
  - g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE



firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

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

b. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.

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

k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

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

n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

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

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

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



## MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

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



<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Sherita Miller	<a href="mailto:smiller@lexingtonky.gov">smiller@lexingtonky.gov</a>	859-258-3323

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





**LFUCG MWDBE PARTICIPATION FORM**  
**Bid/RFP/Quote Reference #31-2024**

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

**Failure to submit a completed form may cause rejection of the bid.**

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

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

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

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

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

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



**LFUCG MWDBE SUBSTITUTION FORM**  
**Bid/RFP/Quote Reference #31-2024**

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

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

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

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

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

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

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



**MWDBE QUOTE SUMMARY FORM**  
**Bid/RFP/Quote Reference #31-2024**

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

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

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

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

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

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

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

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



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

### Bid/RFP/Quote #31-2024

### Total Contract Amount Awarded to Prime Contractor for this Project RFP #31-2024

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

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

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

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

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

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

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





**LFUCG STATEMENT OF GOOD FAITH EFFORTS**  
**Bid/RFP/Quote #31-2024**

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

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

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

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

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

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

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

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

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

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

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

\_\_\_ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

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



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

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

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

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

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

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

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

\_\_\_\_\_  
**Company**  
-----  
\_\_\_\_\_  
**Date**

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



## GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/hersignature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.



11. **Agreement to Bid Terms:** In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. **Cancellation:** If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

#### A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
  - (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
  - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
  - (d) Failure to diligently advance the work under a contract for construction services;
  - (e) The filing of a bankruptcy petition by or against the contractor; or
  - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

#### B. At Will Termination

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





13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. **Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.**
19. **If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.**



20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Scope of Services RFP #31-2024**  
**Request for Proposals (RFP) and Hourly Rates**  
**for Professional Services- OSHA Compliance**  
**Program Management**

**Overview**

This RFP is soliciting proposals for professional services to assist LFUCG with maintaining compliance with all state and federal Occupational Safety and Health requirements/ regulations for the Division of Water Quality.

The above work is to be conducted under separate Task Orders issued by LFUCG.

**Background**

The Lexington Fayette Urban County Government (LFUCG) Division of Water Quality operates two wastewater treatment plants, approximately 80 sanitary sewer pump stations, and over 1,400 miles of sanitary sewer pipeline, and administrative facilities. These facilities/operational units must operate in compliance with all state and federal workplace safety rules and regulations.

**Contract Term**

The Consultant will be awarded a 365-day contract for work associated with the OSHA Compliance Program Management. Annual renewal, up to four (4) additional 365-day periods, may be granted upon mutual agreement by all parties.

**Goals and Objectives**

The primary goal and objective of this project is to provide LFUCG with all professional services to review current policies, procedures, and record keeping to comply with all state and federal workplace safety requirements and regulations. Project services will include the following major tasks which are more thoroughly discussed below in Scope of Services:

- Review and update as necessary, all written safety program documents
- Develop and implement safety program compliance in the following general areas:
  - Staff training and support
  - Annual OSHA compliance audits of WWTP operations and programs
  - Annual OSHA compliance audits of operational groups (pump stations and sewer line maintenance)
- Site reviews and safety analysis of WWTP projects
- Annual evaluation of critical OSHA programs
- Assist plant management with OSHA documentation compliance at both treatment plants.
- Electrical safety will be performed under a separate RFP. This contract will coordinate efforts with the electrical safety consultant.

**General Submittal Requirements**

Individual Statement of Qualifications (SOQ's) should be spiral or comb bound to allow ease for archiving (no 3-ring binders). Interested firms must submit one (1) master hardcopy, (1) electronic version in PDF format on a flash drive or CD and seven (7) duplicates (hardcopies) as a full response to this solicitation. SOQ's shall be no



more than twenty five (25) pages, excluding tabs/dividers, and shall be structured as follows:

1. Letter of Transmittal (one page maximum)
2. Firm Qualifications (five pages maximum)
  - Provide an executive summary explaining why the firm should be selected to provide services for this project, along with general information about the firm (and sub-consultants) related to their history and general qualifications. The executive summary should describe any unique qualifications provided by the firm that demonstrate proficiency in completing the tasks associated with enrolling sites in the Kentucky Brownfield Program, developing appropriate property management plan(s), and site mitigation plans. Emphasis on the Project Manager's experience in these areas is of utmost importance and will be viewed favorably over experience of the firm.
3. Project Team (ten pages maximum)
  - Provide an organizational chart identifying the project manager(s), project engineers, surveyors, geotechnical sub-consultant (as necessary), Disadvantaged Business Enterprise (DBE) Firm / Minority Business Enterprise Firm (MBE), and others as required. The identified team members must have measurable experience and contributions associated with the Firm Reference Projects identified in Item 5 below. The organizational chart should clearly indicate the services to be provided by all sub-consultant firms. Include locations and one-page resumes of key project team individuals that will be providing substantial contributions to work products. This section shall also include a Risk Management Plan for substitute staffing in the event that key staff leaves the project team prior to completion of any Task Order.
4. List of Clients for Which Similar Work has Been Performed (one page maximum)
  - Provide client name, contact person, contact phone number and email address, and identify by name similar projects completed for each client.
5. Firm Reference Projects (four pages maximum)
  - Provide the project name, date, services provided, and a project description detailing the scope of the project and project construction cost. List only those projects where a key member of the project team provided a substantive contribution to the project completion.
6. Local Office (one page maximum)
  - Statement of presence of local office(s) for all firms comprising a Project Team, when the local office was established, local office staffing (number in each local office), and local office utilization (estimated percent of potential project services to be performed by the local offices). "Local office" shall be defined as being located in a county served by the Bluegrass Area Development District (see BGADD.org for a complete list). The attached form (Exhibit 1, below) shall be used for this information.
7. Disadvantaged Business Enterprise (DBE) Involvement (one page maximum)
  - Provide a statement regarding the commitment to meeting the goals of LFUCG's DBE program (see below).





8. Statement of Hourly Rates (two pages maximum)

- Provide a statement of hourly rates for all personnel expected to work on the project(s), including project managers, project engineers, engineering/CAD technicians, clerical and two-man survey party crews. Hourly rates should be clearly assigned to all position titles that are identified on the Project Team section. In spreadsheet form, provide an estimate for the overall project completion cost using the quoted hourly rates and the estimated hours needed for each member of the project team. The spreadsheet should include a unit lump sum price for stakeholder/ property owner meetings above the minimum specified in the Scope of Services and provide a statement of expected reimbursable expenses.

9. Anticipated Scope of Work (ten pages maximum)

Provide a general discussion of how the firm will complete the scope of services. While LFUCG understand that some of the early phases of the project will inform later tasks, the scope of work discussion should pay particular attention to recommendations for sampling and assessment services. Consultants should base their initial scope of work on their past experience with similar sites and review of information provided by LFUCG for future property use. This discussion should include an estimated number of building material samples to be collected to plan for demolition (and what those samples will be analyzed for). The discussion should also include a summary of the soil and/or groundwater assessment anticipated to be conducted including the number of soil borings to be advanced, soil and/or groundwater samples recommended to be collected, parameters that will be analyzed and field methods. Again, LFUCG understands that there may be adjustments to the actual investigations after completion of initial due diligence; however, consultants should provide a summary of the level of investigation necessary to accomplish site redevelopment as described by LFUCG.

The Consultant's estimated fee for the project shall conform to the current edition of the USDA Rural Development Utility Program Fee Guide and should be clearly presented in spreadsheet form as requested in the General Requirements – Statement of Hourly Rates section. The requested hourly rates and unit lump sums cost presented in that section of the SOQ section will be used in the event that there is a scope of services modification requested and mutually approved by both LFUCG and the Consultant.



Exhibit 1

**Project Team  
Location(s)**

<b>Prime Consultant</b>	<b>Location (City, State)</b>	<b>Date Office Established</b>	<b>Total Number of Employees</b>	<b>No. of Employees expected to work on DWQ projects</b>
Headquarters				
Local Office				
PM Location				
<b>Subconsultants Name:</b>				
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				

**Notes:**

1. "Headquarters" refers to the corporate office that provides project support to the local office, if applicable. If support comes from multiple locations, use the blank spaces in the form to provide relevant information.



2. Listing of sub-consultants is optional and should only be provided if the prime consultant considers the sub-consultant(s) services to be essential to meeting the required qualifications. In this event, documentation from the subconsultant(s) shall be submitted in the SOQ that provides a commitment to be a part of the prime consultant's team in providing the stated services. In such cases, for the purpose of evaluating the proposals, committed sub-consultants will be considered to be part of the prime consultant's workforce. Prime consultants face potential disqualification from future work if DWQ finds that the identified sub-consultants are not being utilized to deliver assigned work products.

### **Scope of Services**

This Scope of Engineering Services provides a minimum set of project management guidelines, tasks, and activities requiring completion. Specific Project Required Deliverables (stand-alone reports) are highlighted below. The intent is not to highlight all potential plans or documents, but to outline where there are major deliverables within the scope of work that are required to be submitted as stand-alone documents. All work shall be performed under Task Orders as shown in Attachment 2.

### **Work will not commence until LFUCG issues a Notice to Proceed or Purchase Order.**

1. Review all current Division of Water Quality written safety program policies and programs for compliance with current state and federal safety standards, rules, and regulations. Prepare suggestions/recommendations for revision/improvement. Revise policies/programs after DWQ approval. Programs to evaluate include, but are not limited to, Bloodborne Pathogens, Confined Space, Fall Protection, Hazard Communication, Hot Work, Respiratory Protection, and Trenching Safety.
2. Develop and assist DWQ with implementation of the following safety program elements.
  - a. Staff training and support. Provide written policies/program for staff training.
  - b. Annual OSHA compliance audits of WWTP operations and programs. Provide a written report of findings and recommendations for noted hazard mitigation.
  - c. Annual OSHA compliance audits of operational groups (Pump Stations and Sewer Line Maintenance). Provide a written report of findings and recommendations for noted hazard mitigation.
  - d. Assist DWQ identifying potential Leading and Lagging indicators, as described in [10 Key Leading and Lagging Indicators of Safety Performance \(hseblog.com\)](https://hseblog.com) within the DWQ safety program.
3. Site reviews and safety analysis of WWTP operations. Provide a written report of findings and recommendations for hazard mitigation.
4. Annual evaluation of critical OSHA programs. Provide written report of findings and recommendations for updating programs. Upon approval/acceptance of recommendations by LFUCG, prepare updated documents.
5. Assist DWQ with development of an OSHA compliance document management (online or cloud based).

### **Deliverables**

1. Safety program/policy review and update
  - a. Bound hardcopy conforming to 8 1/2" x 11"
  - b. Electronic copy (pdf format)



2. Staff training and support
  - a. Bound hardcopy conforming to 8 1/2" x 11"
  - b. Electronic copy (pdf format)
3. WWTP project analysis
  - a. Bound hardcopy conforming to 8 1/2" x 11"
  - b. Electronic copy (pdf format)
4. Evaluation of critical OSHA program evaluation
  - a. Bound hardcopy conforming to 8 1/2" x 11"
  - b. Electronic copy (pdf format)
5. Document management procedure developed and implemented.

**Days are calendar days from the Notice to Proceed or issuance of a purchase order by LFUCG. Phase 2 shall not be authorized until all items in Phase I are complete and the Certificate of Eligibility is obtained. Phase 2 time will commence upon receipt of a Notice to Proceed or issuance of a purchase order by LFUCG.**

#### **Method of Invoice and Payment**

The Consultant shall 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 show the amount to be paid, the subtotal of all prior invoices, and the LFUCG Purchase Order Number against which the invoice is to be charged. Each invoice shall also include documentation showing the amount attributed to each Task for both the billing cycle and the cumulative project period and shall include, as a separate document, a monthly progress report summarizing completed work. Each invoice shall note the portion of the amount invoiced that is for work performed by a DBE prime contractor or subcontractor. The actual work performed by the DBE shall be included on the monthly progress report.

The Division of Water Quality - Project Manager will either approve or deny each invoice within fourteen (14) calendar days of receipt.

#### **STOP WORK NOTICE:**

The Consultant shall at all times monitor time allotted and amounts invoiced for tasks and activities as compared to their original estimates and expectations. The Consultant shall notify the Division of Water Quality immediately upon discovery of facts that may necessitate a change in the contract amount or may extend the contract time. If the change is expected to exceed ten percent (10%) of the original contract amount, the Consultant shall immediately stop all work related to this Scope of Services. Work shall not recommence without written notification from the Division of Water Quality. The Consultant shall submit all requests for changes to the Division of Water Quality in writing and shall be present when the issue is discussed before the Urban County Council. Failure by the LFUCG to endorse the requested change does not relieve the Consultant of the contractual requirements and activities defined by this entire Scope of Services.

LFUCG reserves the right to terminate the contract when a mutually satisfactory agreement can not be reached in a timely manner. All engineering project data must be submitted to LFUCG upon request. If it is determined that the Consultant failed to notify LFUCG on a timely basis regarding insufficient fee or inadequate schedule, LFUCG reserves the right to terminate the contract at any time thereafter.

#### **Disadvantaged Business Enterprise (DBE) Notice**

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total





value of work conducted in this program be subcontracted to DBEs. The goals for the utilization of certified DBEs as subcontractors are recommended goals. Consultants who fail to meet such goals will be expected to provide written explanation to the EEO Officer and the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goals, and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process. For assistance in locating DBE subcontractors contact the following Urban County Government agency:

Sherita Miller, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
(859) 258-3320

Note: Consultants may, but are not required to, identify specific DBE subconsultants in their prequalifications submittal. However, they must state their commitment to meeting the goals of LFUCG's DBE initiatives.



**ATTACHMENT 1**

**ENGINEERING SERVICES AGREEMENT**



## ENGINEERING SERVICES AGREEMENT

**THIS IS AN AGREEMENT** made as of \_\_\_\_\_, 2024, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (OWNER) and \_\_\_\_\_(name & address) \_\_\_\_\_(CONSULTANT). OWNER intends to proceed with the \_\_\_\_\_ as described in the attached Exhibit A, “RFP #31-2024 NAME OF RFP.” The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis 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 professional engineering services by CONSULTANT and the payment for those services by OWNER as set forth below.

CONSULTANT shall provide professional consulting services for OWNER in all phases of the PROJECT to which this Agreement applies, serve as OWNER'S professional engineering 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 civil, geotechnical, structural, mechanical, electrical and sanitary engineering 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 Engineer and liaison representative between the CONSULTANT and the OWNER.
- 1.2.2. The CONSULTANT **must perform all duties necessary to fully complete the deliverables described in attached Exhibit A "NAME OF RFP; RFP #XX-2023" (including Appendices \_\_\_\_\_ and Addendums \_\_\_\_\_), and attached Exhibit C the "Proposal of Engineering Services and Related Matters" (the CONSULTANT'S response to RFP # \_\_\_\_\_), and amendments to the CONSULTANT'S proposal included in attached Exhibit D "Further Description of Basic Engineering Services and Related Matters."**

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

- 1.2.3 The CONSULTANT shall 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 post all initial draft work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the CONSULTANT shall submit five (5) copies (hardcover) 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 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**, and the **CONSULTANT** shall post all draft final work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall provide five (5) copies (hardcover). One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If it is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy.

**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, or any defect in the work of Contractor(s).

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

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

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

### **OWNER shall:**

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





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

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

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

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

- 5.1. **Methods of Payment for Services of CONSULTANT.**
  - 5.1.1. **For Basic Services**

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

5.1.1.a Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in



**EXHIBIT D** or as amended in accordance with provisions therein. Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.

**5.1.1.b** Each task order issued shall receive prior written approval of **OWNER** prior to **CONSULTANT** proceeding with said work. The **OWNER's** designated agent in Section 8.1.1. shall be the only person authorized to provide such approval.

## **5.2. Times of Payment**

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

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

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

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

## **SECTION 6 - GENERAL CONSIDERATIONS**

### **6.1. Termination**

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

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

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



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

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

**6.3.1.** The **CONSULTANT** shall familiarize 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 engineering Agreements.

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

##### **6.9.1. DEFINITIONS**

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

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

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

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





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

### **6.9.3. FINANCIAL RESPONSIBILITY**

The **CONSULTANT** understands and agrees that the **CONSULTANT** shall, prior to final acceptance of the **CONSULTANT'S** proposal and the commencement of any work; demonstrate



the ability to assure compliance with the Indemnity Agreement and other provisions of this Agreement.

#### 6.9.4. INSURANCE REQUIREMENTS

##### 6.9.4.1. Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER**.
- c. The General Liability Policy shall include Business Interruption coverage.
- d. The Contractor shall carry Builders Risk coverage at a level sufficient to cover the replacement cost of any equipment or machinery used at the work site, if applicable.
- e. The General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage unless it is deemed not to apply by **OWNER**.
- f. The General Liability Policy shall have a Professional Liability endorsement (including Errors and



Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage 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**. (**OWNER** does not need to be named as additional insured).

- g.** **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.
- h.** 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**.
- i.** Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### **6.9.4.2. Renewals**

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

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

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

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

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

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

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

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

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



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

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

- 8.1. This Agreement is subject to the following provisions.
- 8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned 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, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 8.3. **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.
- 8.4 **UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.
- 8.5. **NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.









**EXHIBIT A**

**REQUEST FOR PROPOSALS/  
SCOPE OF ENGINEERING SERVICES  
AND RELATED MATTERS**

**RFP#**



**EXHIBIT B**

**CERTIFICATE OF INSURANCE**



**EXHIBIT C**

**PROPOSAL OF ENGINEERING SERVICES  
AND RELATED MATTERS**





**EXHIBIT D**

**FURTHER DESCRIPTION OF BASIC  
ENGINEERING SERVICES AND  
RELATED MATTERS**



**ATTACHMENT 2**  
**BLANK TASK ORDER**



**LFUCG TASK ORDER NO. \_\_\_\_\_**  
**UNDER LFUCG AGREEMENT WITH \_\_\_\_\_ FOR**  
**RFP 31-2024 FOR Professional**  
**Services- OSHA Compliance**  
**Program Management**

**CONSULTANT**

**OWNER**

<b>Name</b>	_____	Lexington Fayette Urban County Government
<b>Street Address</b>	_____	200 East Main Street
<b>City, State, Zip</b>	_____	Lexington, KY 40507
<b>Contact Person</b>	_____	_____
<b>Telephone</b>	_____	_____
<b>Fax</b>	_____	_____
<b>E-Mail</b>	_____	_____

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

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

**SCOPE OF WORK/DELIVERABLES**

**SCHEDULE OF WORK**

**FEE**

**ACCEPTED BY:**

**AUTHORIZED BY:**

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

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

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

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



**EXHIBIT B**

**CERTIFICATE OF INSURANCE**









**ADDITIONAL REMARKS SCHEDULE**

AGENCY IMA, Inc. - Colorado		NAMED INSURED All4 LLC 2393 Kimberton Rd, PO Box 299 Kimberton, PA 19442	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Cyber Liability Coverage: Policy #2CIAPA17S011828000  
Effective Dates: 06/01/2023-06/01/2024 Insurer: Accredited Surety and Casualty Company, Inc.  
\$2,000,000 Per Claim; \$2,000,000 Aggregate; \$10,000 Retention

The Excess coverage pertaining to the Professional Liability has a sublimit of \$5,000,000.

Certificate Holder(s) is included as Additional Insured on the General Liability, Automobile Liability, and Umbrella Liability policies, if required by written contract or agreement subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of Certificate Holder(s) on the General Liability, Automobile Liability, Workers Compensation, and Umbrella Liability policies if required by written contract or agreement, subject to the policy terms and conditions. This Insurance is Primary & Non-Contributory on the General Liability, Automobile Liability and Umbrella Liability policies subject to the policy terms and conditions. The Excess Liability policy is excess of the Pollution Liability, Professional Liability, General Liability, Automobile Liability, and Employers Liability.  
RE: Lexington-Fayette Urban County Government.

Additional Insured Includes: Lexington-Fayette Urban County Government.

**EXHIBIT C**

**PROPOSAL OF ENGINEERING SERVICES  
AND RELATED MATTERS**





# ALL4 // OSHA COMPLIANCE

## LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT RFP #31-2024 OSHA COMPLIANCE PROGRAM MANAGEMENT

### INTRODUCTION

ALL4 LLC (ALL4) understands that Lexington-Fayette Urban County Government (LFUCG) is seeking a qualified firm to partner with the Division of Water Quality to perform and maintain Occupational Safety and Health Administration (OSHA) compliance with state and federal requirements. An overview of ALL4's qualifications to complete this consulting work is presented below and the remainder of this letter is organized as follows:

- About ALL4
- Relevant ALL4 Experience
- Project Management
- Attachment A – Key ALL4 Team Profiles
- Attachment B – Reference Projects
- Attachment C – ALL4 Scope of Work and Cost
- Attachment D – Required Forms
  - Certificate of Insurance
  - Exhibit 1
  - Workforce Analysis Form
  - Affidavit
  - Equal Opportunity Agreement
  - General Provisions
  - Engineering Services Agreement (not included due to number of pages – To be signed upon award of bid.)

### ABOUT ALL4

ALL4 is a nationally recognized environmental, health and safety consulting company that specializes in multiple areas of environmental and safety compliance. We have the resources and expertise of a large firm with the flexibility of a small business. As a result, we can provide customized solutions for our clients, anchored by a commitment to transparency and communication every step of the way.

/// ALL4 was founded in 2002, has offices in Kentucky, California, Washington, Georgia, Pennsylvania, North Carolina, Texas, and Washington, DC, and has regional support staff located in additional states. We currently employ over 250 environmental professionals with a variety of experience in the consulting, industry, and regulatory arenas.

We work with a diverse client base from family-owned operations to multi-national Fortune 500 companies, on both the corporate and facility levels. Our customers' businesses represent various industries such as government, automotive manufacturers, specialty manufacturing chemicals, power, pulp and paper, consumer goods, healthcare, pharmaceutical, cement, iron and steel, food and beverage manufacturing, and more.



## RELEVANT ALL4 EXPERIENCE

ALL4 realizes LFUCG has choices when selecting a partner to support their OSHA compliance program. ALL4 is highly qualified and believe we are LFUCG's best choice based on the following:

- Extensive history of developing and maintaining OSHA compliance programs in various industries and facilities including both Town Branch and West Hickman wastewater treatment plants under previous LFUCG-DOWQ Task Orders;
- Familiarity with the OSHA regulations applicable to LFUCG;
- Robust technical expertise in state and federal OSHA compliance;
- ALL4's bench strength of consultants who have worked with LFUCG on OSHA compliance for 5+ years;
- Our well-established quality assurance process assures the work products we develop are complete, accurate, and accommodate client project schedules.

The following subsections highlight both ALL4's experience with LFUCG as well as our **Health and Safety compliance** experience, which we believe make ALL4 the best choice when selecting a partner.

### *Relationship with LFUCG and Related Health & Safety Experience:*

ALL4 staff have been helping to maintain compliance with the state and federal OSHA regulations for LFUCG and the Division of Water Quality since 2015. ALL4's experience and capabilities in the health and safety realm include, but our not limited to:

1. Compliance Audits
2. Customized Training (e.g., OSHA 30 Hour & 10 Hour General Industry)
3. Standard Operating Procedure Development
4. Accident Investigation Support
5. Safety Program Development and Implementation Support
6. Job Hazard Analysis
7. Fire Code / Building Code
8. Qualitative and Quantitative Exposure Assessments
9. Noise Assessments
10. Ergonomics Assessment

For a list of representative clients and similar projects ALL4 has completed work for, please see Attachment B below.



## PROJECT MANAGEMENT

Consistent with ALL4's project management philosophy, the Project will be managed by Kevin Chaplin who will be the primary point of contact for LFUCG throughout the entirety of this Project. The Project Manager will have the overall responsibility for the Project schedule, budget, Project tasks, and deliverables and will provide routine, consistent communications to LFUCG via email or phone calls detailing Project progress, current or anticipated issues, and status regarding schedule and budget. Representative project team profiles are included in Attachment A below.

## LEARN MORE ABOUT ALL4

We encourage you to learn more about ALL4 at [www.all4inc.com](http://www.all4inc.com). Our website further defines our four service areas: Air, EHS, Environmental, Social, & Governance (ESG), and Digital Solutions. Our website provides readers with regulatory and technical resources, shares ALL4 and regulatory news, introduces you to ALL4 staff (both professionally and personally), and shares ALL4 events. We are firm believers in keeping our clients up to speed on the latest regulatory happenings and invite you to sign up for ALL4's *4 The Record* e-newsletter.

Should you have any questions related to ALL4's proposal, please feel free to contact me at (610) 422-1103 or email me at [dross@all4inc.com](mailto:dross@all4inc.com).

### Attachments:

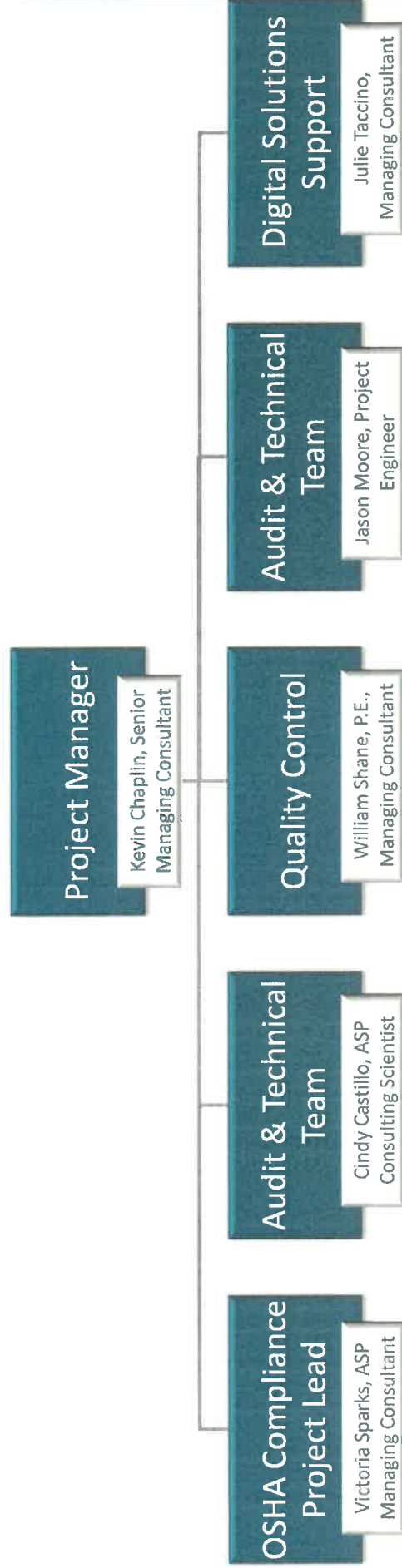
- Attachment A – Key ALL4 Team Profiles
- Attachment B – Reference Projects
- Attachment C – ALL4 Scope of Work and Cost
- Attachment D – Required Forms

**Attachment A - Key ALL4 Team Profiles**





# RFP #31-2024 OSHA Compliance Program Management - Project Team





**KEVIN M. CHAPLIN**  
**SENIOR MANAGING CONSULTANT**

**CREDENTIALS**

- ◆ B.S. Environmental Sciences, Morehead State University, 1983
- ◆ Former OSHA Outreach Trainer
- ◆ EPA Licensed Asbestos Abatement Project Designer, Annual Renewal
- ◆ EPA Licensed Asbestos Building Inspector, Annual Renewal
- ◆ Former NIOSH 7400 Course Instructor
- ◆ Former Safety Committee Board Member, KY Assoc. of General Contractors

**PROFESSIONAL EXPERIENCE**

- ◆ 2020-Present: ALL4, LLC, KY- Sr. Managing Consultant; Corporate Safety Officer
- ◆ 2005-2020: SMG, KY- Louisville Manager / Sr. Industrial Hygienist
- ◆ 1995-2005: SMG, KY- Sr. Project Manager / Industrial Hygienist
- ◆ 1992-1995: McCoy & McCoy, Inc, KY- Louisville Branch Manager
- ◆ 1987-1992: Analytical Management, Inc. (AMI), KY- Louisville Director of Field Services
- ◆ 1984-1987: AMI, KY- Project Manager

**PROFESSIONAL MEMBERSHIPS**

- ◆ American Conference of Governmental Industrial Hygienists (ACGIH)
- ◆ American Industrial Hygiene Association (AIHA)
- ◆ American Society of Safety Professionals (ASSP)

**TECHNICAL EXPERTISE**

- ✓ OSHA safety program development and management support.
- ✓ OSHA Compliance and Environmental, Health & Safety Management Audits
- ✓ OSHA Compliance & Citation Support
- ✓ Design and Conduct Chemical Exposure Assessments for Manufacturing and Industrial Facilities
- ✓ Developed Hazardous Material Information System (HMIS) including Toxicological Profiles and Employee Task Analyses for Large Paint Manufacturing Company
- ✓ Workmen's Compensation/ Accident Investigation Litigation Support
- ✓ Develop, conduct, and provide oversight on Indoor Air Quality Evaluations
- ✓ Conduct Infection Control Risk Assessments and Develop Associated Hospital Testing Programs for Construction Projects
- ✓ Design and Conduct Hazardous Material Investigations for Asbestos, Mold, Lead-Based Paint, and PCB's
- ✓ Conducts Facility Hazard Assessments for PPE Determinations
- ✓ Perform Facility Mold Evaluations, Bioaerosol Testing and Remediation Design
- ✓ Combustible Dust Hazard Assessment / Remediation Design & Testing

**PROFESSIONAL OVERVIEW**

Kevin Chaplin has more than 37 years of experience in Environmental, Health and Safety Consulting. He regularly provides Industrial Hygiene and OSHA Compliance services for clients including Safety Program and Policy Development, OSHA Compliance Audits, Chemical Exposure Assessments, Health Hazard Evaluations, Hazardous Material Investigations, Litigation Support and the development of Site Safety and Health plans for Hazardous Waste sites.

Kevin has worked with a variety of Industries and Manufacturing Sectors, Government Municipalities, Educational Institutions, Hospitals, and the Military.

Kevin is experienced with both OSHA General Industry and Construction Standards and has represented clients in OSHA Informal Conferences and Negotiations.



**KEVIN M. CHAPLIN**  
**SENIOR MANAGING CONSULTANT**

**PROJECT HISTORY**

Served as Client Manager for large municipality to assist client in re-writing Divisional Health and Safety Policies and OSHA compliance programs. Designed and conducted OSHA compliance audits and oversaw the organization and execution of facility hazard assessments, occupational exposure assessments and safety training.

Client and Project Manager for developing safety programs and implementation at a specialized manufacturing facility. Prior to the client operating a new production facility my team developed facility specific health and safety policies and OSHA compliance programs. Oversaw the organization and implementation of the facility's safety committee, program development and safety training prior to the facility hiring full time health and safety staff.

Client and Project Manager for a Fortune 100 global manufacturing company conducting industrial hygiene chemical exposure assessments and safety consulting for 10-15 facilities in the U.S. and Canada. Reviewed facility processes and exposure pathways and developed site-specific sampling protocols. Provided OSHA compliance support and health and safety consultation. Coordinated industrial hygiene laboratory methods and procedures, reviewed sampling data and prepared final reports for the Corporate Environmental, Health and Safety Director and the V.P. of Human Resources.

Client and Project Manager for a Fortune 100 global manufacturing company conducting OSHA Compliance Auditing. Provided OSHA compliance auditing and health and safety consultation for multiple manufacturing facilities in multiple States. Prepared compliance spreadsheets including action items for the Corporate Environmental, Health and Safety team and client counsel.

Client and Project Manager for a large Wastewater Treatment Plant combustible dust testing and remediation project. Designed and provided testing and project oversight for a Biosolids Plant combustible dust clean-up and fugitive emissions review of process equipment. Prepared clean-up bid specifications and assisted the client with the contractor selection process. Prepared an Operations & Maintenance Program for combustible dust awareness and facility housekeeping.

Designed and conducted numerous Indoor Air Quality (IAQ) investigations and evaluations of hospital environments, commercial office buildings and manufacturing facilities. Provided Microbiological and IAQ services for the owner of a high-rise office complex in Louisville, KY. Services include the development of a Microbial Prevention and Control Plan for on-going maintenance operations. Conducted facility inspections for mold contamination, bioaerosol sampling, technical information seminars for tenants and general facility response requests pertaining to indoor air quality and potential microbial health issues.

Client Manager for a regional hospital network responsible for testing and assessment of infection control protocols and containment measures, Sr. Industrial Hygienist; to determine their effectiveness in preventing particle migration from areas of active construction into high-risk patient areas. Multi-year, multi-million-dollar construction project requiring on-going client consultation, testing data review and site evaluations.

Developed and conducted an asbestos ambient air monitoring program in the largest school district in the State of Kentucky, Industrial Hygienist; Have conducted hazardous material building surveys, abatement oversight and asbestos hazard assessments in numerous facility types including high rise offices, manufacturing plants, industrial facilities, commercial properties, and Government military installations. Client manager for a fortune 100 company charged with conducting facility asbestos assessments and abatement management/oversight for each of eight U.S. manufacturing facilities. Provided U.S. regulatory guidance to Corporate Executives in Germany and U.S. regional management.

Provided oversight and pre-renovation hazardous materials investigation of a public university facility built in 1903 as part of a Historic Revitalization Project, Sr. Industrial Hygienist; Project oversight and execution included asbestos, mold, lead-based paint and universal waste inspections and inventories as well as waste classification support. Oversaw the preparation of inspection reports and cost estimates for abatement of contaminated building materials





**KEVIN M. CHAPLIN**  
**SENIOR MANAGING CONSULTANT**

or identified hazardous waste. Provided regulatory oversight and developed plans and specifications in conjunction with Architect and Engineering Design group for abatement of hazardous materials. Services for the large University also included Pre-renovation, Pre-Demolition Hazardous Material Investigation of eleven (11) buildings including two (2) 23-Story dormitories.

Successfully developed lockout/tagout procedures and a confined space program for a Pennsylvania manufacturing facility under an OSHA directive deadline, Industrial Hygienist; *In conducting this work my team 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.*

As a project manager, assisted a Rail and Barge client under regulatory mandate to completely revamp their Health & Safety Management Programs and OSHA Compliance Programs for a coal rail yard and barge loading and unloading facility on the Ohio River. *Provided a site industrial hygienist at the facility for a period of 6 months with substantial project management support 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.*

Developed and provided oversight for an OSHA compliance audit of one of the world's largest suppliers of heating, ventilating and air-conditioning equipment for the building management industry. *Conducted a wall to wall OSHA compliance audit as well as review and revision of all written safety programs for a 700,000 square foot manufacturing facility. Oversaw preparation of a detailed spreadsheet indicating each process area, applicable standards, current compliance status and recommended improvements for each of the designated areas within the facility.*

Client and Project Manager for Federal Contract to provide Health Hazard and Industrial Hygiene evaluations of National Guard facilities in a 17-State region, Sr. Industrial Hygienist; *Developed and conducted industrial hygiene sampling parameters for noise, ventilation and chemical/physical hazards identified at the facilities. Conducted audits of chemical inventory procedures, SDS management and safety training policies and documentation.*

**EXPERT WITNESS TESTIMONY**

*2018, Retained by Ferreri Partners, PLLC in James L. Huddleston v. Melson Roofing, Inc.; Workmen's Compensation Case; Provided review of KY OSHA Notice of Violation and Plaintiff's Deposition. Provided summary review for client and provided deposition.*

*2002, Retained by Landrum & Shouse, LLP in Home of the Innocents v. ETI-Corradino; Asbestos Inspection and Licensing Case; Reviewed Field sampling documents, report and scope of work/contract and provided case opinion with facts to support. Deposition not required/Case Settled in Client's favor.*

**LITIGATION SUPPORT**

*As an Industrial Hygienist and health and safety professional with 30 years of experience, Kevin has worked with law firms providing litigation support through document and/or data review, confidential confirmatory environmental testing or providing case review opinions and supporting facts/documentation. These projects through Counsel include but are not limited to:*

- *Review of proposed protocol for air exchange rate testing in a Wal-Mart Distribution facility with previous potential carbon monoxide exposures*
- *Confidential testing and reporting of microbiological data and information obtained for Counsel on Distillery case involving facility migration of microbiological contamination.*
- *Litigation support for Counsel on Bloodborne Pathogens case involving a large public transit company and occupational exposure risks to employees. Provided OSHA compliance interpretations and policy review.*



---

**CREDENTIALS**

- ◆ M.S. Occupational Safety, Security and Emergency Management, Eastern Kentucky University
- ◆ B.S. Environmental Health Science, Eastern Kentucky University
- ◆ ALL4 EHS Practice, Health and Safety Technical Lead
- ◆ Associate Safety Professional: ASP-37980

---

**PROFESSIONAL EXPERIENCE**

- ◆ 2022 – Present: ALL4LLC, Lexington, KY – Managing Consultant
- ◆ 2019 – 2022: Dana Inc, Danville, KY – EHSS Manager
- ◆ 2018 – 2019: Dana Inc, Maumee, OH – Regional Environmental Manager
- ◆ 2017 – 2018: Yanfeng, Louisville, KY – EHS Manager
- ◆ 2015 – 2017: Parsons, Richmond, KY – Environmental Technician

---

**TECHNICAL EXPERTISE**

- ✓ OSHA Compliance and EHS Management System Audits
- ✓ ISO 14001 and 45001 program development and auditing
- ✓ Development and implementation of Health and Safety programs and plans
- ✓ Integrated Contingency and Emergency Response Plan development and training
- ✓ EHS training program development and execution
- ✓ Industrial Hygiene/Occupational Exposure Assessments  
Risk assessments
- ✓ CWA compliance reporting, response plans and sampling
- ✓ SWPPP implementation
- ✓ SPCC Plans
- ✓ Title V permit application development and negotiation
- ✓ Annual/semi-annual compliance and emissions reporting
- ✓ GHG emissions inventories and reporting
- ✓ Air Quality/Title V Permitting and Compliance
- ✓ RCRA program support and reporting
- ✓ EPCRA reporting

---

**PROFESSIONAL OVERVIEW**

Ms. Victoria Sparks has over 10 years of professional experience in diverse EHS compliance in various industries and fields. Her expertise spans across environmental multi-media such as hazardous waste, air permitting, stormwater, chemical reporting and management, as well as OSHA compliance through industrial hygiene occupational exposure assessments, compliance auditing, EHS program development, risk and hazard assessments, emergency preparedness planning, prevention, and response. She supports the EHS Practice as the Health and Safety Technical Lead tracking new developments and rulemaking that may affect ALL4 clients.

Victoria has worked with a variety of industries and manufacturing sectors, including automotive, chemical, Department of Defense, health and beauty care, lamination, food and beverage, universities, hospitals, warehousing, and storage. Victoria is experienced with both OSHA General Industry and Construction standards. She has performed EHS compliance audits to evaluate and identify workplace compliance gaps and opportunities for improvement through hazard recognition, verification of EHS procedures and records review to regulatory compliance requirements, and evaluation of facility operations to required federal, state and local, EHS requirements as well as industry best management practices.

She has developed, maintained, and audited EHS Management Systems to the ISO 14001 and 45001 standards for various industries. She is lead auditor certified for both ISO 14001 and 45001. She has been focused on EHS program development, implementation, training, auditing, reporting in several states including; Alabama, California, Iowa, Illinois, Indiana, Kentucky, Louisiana, Michigan, Ohio, Pennsylvania, South Carolina, Tennessee, Texas, and Virginia, and project management.



## PROJECT HISTORY

### EHS EXPERIENCE

General Industry Safety Program Support and Audits, Multiple Clients: *Performed site safety audits and assessments against OSHA General Industry Standards for various clients in multiple states. Provided full audit reports with recommendations for corrective actions. Evaluated existing safety program SOPs, including confined space, respiratory protection, hearing conservation, fall protection, contractor safety, and laboratory safety. Developed training programs including Hearing Conservation, Hazard Communication, Respiratory Protection, Crane and Hoist, Machine Guarding, Bloodborne Pathogens, and Powered Industrial Vehicles.*

Industrial Hygiene Chemical Exposure Assessments and Indoor Air Quality Monitoring, Multiple Clients: *Developed and conducted industrial hygiene sampling parameters for noise, ventilation, and chemical/physical hazards identified for various clients in multiple states. Conducted audits of chemical inventory procedures, Safety Data Sheet management, hazard communication procedures, and safety training policies and documentation.*

Environmental Compliance Audits, Multiple Clients: *Responsible for evaluating facility compliance with applicable environmental regulations. Primary auditing experience with air quality, water quality, spill prevention, and hazardous waste programs. Compliance evaluations reviewed facility processes and operations for appropriate source categorization, applicable emissions limits, required work practice standards, leak detection and repair programs, monitoring plans, quality assurance plans, instrument calibrations and maintenance activities, and monitoring, recordkeeping, and reporting requirements.*

Hazardous and Universal Waste Program Support, Multiple Clients: *Served as an auditor for RCRA compliance assessments within various types of facilities reviewing Satellite Accumulation Areas, Central Waste Storage Areas, inspection and training records and general safety compliance with full audit report provided for recordkeeping. Served as the lead developer for preparing biennial RCRA Hazardous Waste reports for various industries. Activities included analyzing waste manifests, classifying waste streams, generating waste stream tracking spreadsheets, and preparing and submitting the RCRA Hazardous Waste Reports through various on-line state submission services. Developed Hazardous Waste Contingency Plans (HWCP), hazardous waste and universal waste training programs, and compliance tracking tools for various clients.*

Environmental Compliance Reports, Multiple Clients: *Prepared EPCRA Tier II reports, Toxic Release Inventories (TRI), Toxic Substances Control Act (TSCA) chemical data reporting submissions, and biennial RCRA reports for various types of facilities in multiple states.*

Various Response Plan Developments and Implementations, Multiple Clients: *Integral in the development and implementation of multiple types of response plans including, Facility Response Plans (FRP), SPCC, SWPPP, Hazardous Waste Contingency Plans (HWCP) and Emergency Response Plans (ERP) at various types of facilities in multiple states. Contributed to the development of improved Best Management Practices (BMPs), assisted in employee training efforts, performed inspections per plan requirements, and annual updates/plan reviews.*





ISO 14001 and 45001, Multiple Clients: Performed various site gap assessments and internal audits against the ISO 14001 and 45001 standards for EHS. Evaluated existing management systems and provided full audit reports with recommendations for corrective actions. Participation as a supporting resource to clients throughout the certification process. Prepared, implemented, and certified three manufacturing facilities to the ISO 45001 standard within six months.

### AIR QUALITY EXPERIENCE

Title V Operating Permit, Manufacturing, KY: Prepared Title V applications for industrial facilities located in Kentucky. The applications included comprehensive emission inventories, regulatory applicability assessments, simplified process flow diagrams, operational flexibility reviews, insignificant activity evaluations, reviews of draft permits, and negotiation of monitoring, recordkeeping, and reporting conditions with regulatory agencies.

Air Report Preparations, Manufacturing, KY: Prepared air reports including annual emissions inventories, Title V Certifications, semi-annual deviation reports, monthly tracking reports, Greenhouse Gas (GHG) inventories, and electronic data reports (EDRs).

### PUBLICATIONS / PRESENTATIONS

ALL4: 4 The Record Article – OSHA Requires Employers to Update Injury Tracking Application Through Login.gov – author, February 2023

ALL4: 4 The Record Article – OSHA's Top Ten Safety Violations for Fiscal Year 2022 – author, February 2023

ALL4: 4 The Record Article – 2024 Look Ahead: OSHA – author, January 2024

Manufacturers' Education Council Annual Sustainability and Environmental Health and Safety Symposium – Effective Behavior Based Safety Programs – presenter/author, March 2023

Battery Council International 2023 Environmental Health and Safety Conference - OSHA Requirements for Facilities Handling Lead Today and Under Future Cal-OSHA – presenter/author, September 2023

Manufacturers' Education Council Annual Sustainability and Environmental Health and Safety Symposium – Workplace Violence Prevention Program Best Practices – presenter/author, March 2024



---

**CREDENTIALS**

- ◆ *M.B.A Project Management, University of Southern Indiana (2024)*
- ◆ *B.S. Kinesiology, Bellarmine University*
- ◆ *ALL4 EHS Practice, Health and Safety Technical Lead*
- ◆ *Associate Safety Professional: ASP-37980*

---

**PROFESSIONAL EXPERIENCE**

- ◆ *2022 – Present: ALL4LLC, Lexington & Louisville, KY – Consulting Scientist*
- ◆ *2021 – 2022: Amazon, Shepherdsville, KY – Health & Safety Specialist*
- ◆ *2018 – 2020: YMCA, Shepherdsville, KY – Health & Safety Specialist*
- ◆ *2011 – 2017: Synergy Rehab, Louisville, KY – Health& Mobility Technician*

---

**TECHNICAL EXPERTISE**

- ✓ *OSHA Compliance and EHS Management System Audits*
- ✓ *Development and implementation of Health and Safety programs and plans*
- ✓ *EHS training program development and execution*
- ✓ *Industrial Hygiene/Occupational Exposure Assessments*

---

**PROFESSIONAL OVERVIEW**

*Ms. Cindy Castillo has over 5 years of professional experience in EHS compliance in various industries and fields. Her expertise focuses on OSHA compliance through industrial hygiene occupational exposure assessments, compliance auditing, EHS program development and risk and hazard assessments. She supports the EHS Practice by providing Health and Safety technical support.*

*Cindy was part of the OSHA compliance auditing team that conducted OSHA Program audits of the Town Branch and West Hickman Wastewater Treatment Facilities and has worked with a variety of industries and manufacturing sectors, including automotive, chemical, Department of Defense, warehousing, and storage. Cindy is experienced with both OSHA General Industry and Construction standards. She has performed EHS compliance audits to evaluate and identify workplace compliance gaps and opportunities for improvement through hazard recognition, verification of EHS procedures and records review to regulatory compliance requirements, and evaluation of facility operations to required federal, state and local, EHS requirements as well as industry best management practices.*





---

**CREDENTIALS**

- ◆ B.S., Chemical Engineering with Biomedical Engineering Minor, The Pennsylvania State University, 2022
- ◆ OSHA 40HR HAZWOPER Training

---

**PROFESSIONAL EXPERIENCE**

- ◆ **Project Engineer:** ALL4 LLC, Lexington, KY – July 2023 to Present
- ◆ **Staff Engineer:** ALL4 LLC, Lexington, KY – June 2022 to June 2023
- ◆ **Industrial Engineering Intern:** Carlisle Construction Materials, Carlisle, PA – May 2021 to April 2022

---

**TECHNICAL EXPERTISE**

- ✓ Major/Minor Source Air Permitting
- ✓ National Pollutant Discharge Elimination System (NPDES) Permitting and Reporting
- ✓ Semi-annual and Annual Compliance Reporting
- ✓ Emissions Inventory Development
- ✓ Prevention of Significant Deterioration (PSD) Applicability Analysis
- ✓ New Source Review (NSR) applicability analyses and permitting
- ✓ Air Emissions Modeling via Emission Master
- ✓ Toxic Release Inventory (TRI) Development and Reporting
- ✓ Industrial Hygiene (IH) Sampling
- ✓ Phase I Environmental Site Assessments
- ✓ Stormwater Pollution Prevention Plan (SWPPP) Development
- ✓ Spill Prevention Control and Countermeasure (SPCC) Plan Development
- ✓ Emergency Planning and Community Right-to-Know Act (EPCRA) Tier II Reporting
- ✓ Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Reporting
- ✓ Stormwater and Groundwater Monitoring
- ✓ Multimedia Audits and Gap Evaluations for Environmental, Health, and Safety
- ✓ Environmental Remediation

---

**PROFESSIONAL OVERVIEW**

Jason Moore is a Project Engineer at ALL4 where he started after obtaining a Bachelor of Science in Chemical Engineering from The Pennsylvania State University in May 2022. While at Penn State, Mr. Moore was an active member of the university's American Institute of Chemical Engineers (AIChE).

Prior to working at ALL4, Mr. Moore served as an Industrial Engineering Intern at Carlisle Construction Materials in their EPDM rubber plant. Mr. Moore's projects included drafting and editing standard operating procedures (SOPs), facilitating the idea generation process, conducting hazard rating number (HRN) and ergonomic audits, and completing continuous improvement projects to increase plant throughput and reduce scrap amounts.

Since joining ALL4, Mr. Moore has assisted with the preparation and development of emissions inventories, air construction permit applications, semi-annual compliance reporting, New Source Review (NSR) and Prevention of Significant Deterioration (PSD) permitting, Toxic Release Inventories (TRI), Tier II reports, Stormwater Pollution Prevention Plan (SWPPP) and Spill Prevention, Control, and Countermeasure (SPCC) plan preparation, and Emissions modeling via Emission Master. Mr. Moore has completed projects in the following industries: distilled spirits, portland cement, chemical manufacturing, hospitals, food and beverage, military munitions manufacturing, hazardous waste recycling, automotive parts manufacturing, automotive parts recycling, pulp and paper, and other miscellaneous manufacturing facilities.



---

**CREDENTIALS**

- ◆ M.S. Environmental Engineering, University of Cincinnati
- ◆ B.S. Civil Engineering, University of Kentucky
- ◆ Registered Professional Engineer: KY #29490; AL #39305; IN #PE12200114; OH #PE.87584

---

**PROFESSIONAL EXPERIENCE**

- ◆ **2020-Present:** ALL4, KY – Managing Consultant
- ◆ **2013-2020:** Smith Management Group – Environmental Engineer
- ◆ **2008-2013:** Kentucky Division of Water – Environmental Engineering Assistant III

---

**TECHNICAL EXPERTISE**

- ✓ Multimedia audits of industrial facilities and operations
- ✓ Prepare Clean Air Act (CAA) permit applications and Potential to Emit (PTE) emissions calculations for Title V, Synthetic Minor, Conditional Major, and Minor Sources subject to Standards of Performance for New Stationary Sources (NSPS) and National Emission Standards for Hazardous Air Pollutants (NESHAP); Prepare federal and state monitoring reports and emissions inventories
- ✓ Resource Conservation and Recovery Act (RCRA) Hazardous Waste and Special Waste permitting and reporting
- ✓ Prepare Clean Water Act (CWA) National Pollutant Discharge Elimination System (NPDES) wastewater discharge permit applications for industrial and municipal facilities; Technical and regulatory support for NPDES permit effluent limitations and monitoring requirements
- ✓ Emergency Planning and Community Right-to-Know Act (EPCRA) Tier II and Toxics Release Inventory (TRI) reporting
- ✓ Litigation support services
- ✓ Develop environmental compliance plans including Spill Prevention Control and Countermeasure (SPCC) Plans and Stormwater Pollution Prevention (SWPPP/SWP3) Plans
- ✓ Onsite extension support serving as member of industrial client's environmental staff

---

**PROFESSIONAL OVERVIEW**

William Shane is a Civil and Environmental Engineer with over 16 years of Consulting and Regulatory experience. William's experience includes CAA permitting and reporting; CWA NPDES wastewater discharge permitting, reporting, and technical support for industrial facilities; RCRA Hazardous Waste and Special Waste permitting and reporting; multimedia auditing; EPCRA Tier II and Form R reporting; litigation support; and development of environmental compliance plans.

Prior to his work in consulting, William spent 5 years at the Kentucky Division of Water (KDOW) as a NPDES permit writer developing permits for industrial facilities, publicly owned treatment works, and sanitary discharges. While at KDOW, William performed state-wide inspections and audits of municipal pretreatment programs.

William is a licensed Professional Engineer (PE) in Kentucky, Alabama, Indiana, and Ohio.



**JULIE TACCINO**  
**MANAGING CONSULTANT**

**CREDENTIALS**

- ◆ B.S., Chemical Engineering, Texas A&M University, 2012
- ◆ Licensed professional engineer: TX

**PROFESSIONAL EXPERIENCE**

- ◆ **2021-Present:** ALL4 LLC – Managing Consultant
- ◆ **2012-2021:** URS Corporation/AECOM, Houston, TX – Air Quality Consultant/Project Manager

**TECHNICAL EXPERTISE**

- ✓ Compliance Task content creation based on permit and regulatory requirements
- ✓ Implement air emission calculations in digital solutions
- ✓ Implement compliance tasks in digital solutions
- ✓ Leading client workshops to review business rules and content
- ✓ EHS Requirement Gathering
- ✓ Training clients on using digital solutions
- ✓ Ongoing support for digital solutions
- ✓ Develop client business rules for digital solutions
- ✓ Experience with Enablon Implementation, specifically MOC, Action Plans and RCM Modules
- ✓ Experience with other EMIS systems implementation

**PROFESSIONAL OVERVIEW**

Ms. Julie Taccino is a professional engineer with over 9 years of experience in digital solutions and air quality permitting. She has supported clients in the chemicals and oil and gas industries with MIS configuration, air regulatory content for compliance tasking, and project management. She has supported implementations with various MIS tools including Enablon for over four years and using legacy data from other software systems and permit calculations as a basis.

Ms. Taccino has supported Enablon implementations for the MOC, Action Plans, and RCM modules. She has assisted clients in EMIS implementations with client training, testing support, legacy data mapping and cleansing, assessing emission calculations, and validating emission calculation systems. Ms. Taccino has extensive experience with deconstructing permits and creating compliance tasks for air permits and regulations, with some experience in multimedia compliance tasking.

Ms. Taccino has also managed and provided technical expertise for Texas air permitting for chemicals clients. She has supported a new unit at an existing chemical plant in a nonattainment area from Nonattainment NSR permitting through Title V permitting and with ongoing compliance and permitting needs. Ms. Taccino has developed emission calculations for chemical clients for new sources based on vendor data, emission factors, and client information. She has provided compliance support for emission inventories using calculation workbooks and onsite compliance support including deviation reporting and creating compliance tools to track compliance obligations.

## **Attachment B - Reference Projects**



**RELEVANT PROJECT EXPERIENCE OF ALL4 AND PROJECT TEAM FOR RFP # 31-2024 – OSHA COMPLIANCE PROGRAM MANAGER**

<b>Project Type:</b>	Multiple Year BPA Contract for Conducting Health Hazard Assessments & OSHA compliance audits at National Guard Facilities in a 16 State Region	<b>ALL4 Project No.:</b> 01329	Year or Years Completed: 2012 - 2022
----------------------	--	--------------------------------	---

**Project Description:**

ALL4 conducted Health Hazard Assessments and OSHA compliance audits of National Guard facilities (16 States-Region South). Services included health & safety regulatory compliance, testing and analysis of potential physical, chemical, and biological hazards, conducting chemical inventories and assessing potential hazards. Responsible for overall project management, conducting assessments and preparing a report of findings for each facility assigned.

**ALL4 Project Manager:** Kevin Chaplin

**Contract Amount:** \$50,000 to \$75,000 Annually

**Project Location:** Multiple States

**Client Contact:**

Rodney J. Hamm  
NGB Region SE, IH Office  
510 Plaza Drive, Suite 1530  
College Park, GA 30349  
Office: (678) 569-9214





**RELEVANT PROJECT EXPERIENCE OF ALL4 AND PROJECT TEAM FOR RFP # 31-2024 – OSHA COMPLIANCE PROGRAM MANAGER**

<b>Project Type:</b>	Large Craft Brewery OSHA Compliance Assessments and Safety Evaluations.	<b>ALL4 Project No.:</b> 01888	<b>Year or Years Completed:</b> 2022-2023
<b>Project Description:</b> <p>ALL4 reviewed each facility’s written safety programs and policies and observed production activities and operations. ALL4 conducted site observations, conducted management and employee interviews, evaluated health and safety training, and assessed the overall program implementation looking for potential gaps and areas of improvement.</p> <p>ALL4 reviewed program/policy responsibilities and assess accountability structure for program implementation.</p> <p>ALL4 reviewed hazard assessment documentation to see if there are potential gaps in the identification of facility hazards with regards to employee exposures (e.g., air contaminants or noise).</p> <p><b>ALL4 Project Manager:</b> Victoria Sparks, ASP</p> <p><b>Contract Amount:</b> \$50,000</p>			
<b>Project Location:</b> PA & OH			
<b>Client Contact:</b> Confidential Client			



**RELEVANT PROJECT EXPERIENCE OF ALL4 AND PROJECT TEAM FOR RFP # 31-2024 – OSHA COMPLIANCE PROGRAM MANAGER**

<b>Project Type:</b>	LFUCG-Division of Water Quality OSHA Compliance Auditing of the Town Branch and West Hickman Wastewater Treatment Plants and Health & Safety Program Development and Implementation support.	<b>ALL4 Project No.:</b> 001284	Year or Years Completed: 2017-2024
----------------------	---	---------------------------------	---------------------------------------

**Project Description:**

ALL4 reviewed LFUCG’s standard written safety programs and policies for all Divisions and developed site-specific documents for key OSHA written programs for the two Wastewater Treatment facilities. ALL4 conducted site observations, evaluated health and safety training, and assessed the overall program implementation. ALL4 conducted hazard assessments, confined space inventories and industrial hygiene sampling. OSHA compliance audits were focused on looking for potential gaps and areas of improvement as well as assisting the facilities in implementing corrective measures.

**ALL4 Project Manager:** Kevin Chaplin

**Contract Amount:** Average of \$85,000 to \$90,000 Annually plus subcontracting electrical safety services for approximately \$200,000 annually.

**Project Location:** Lexington, KY

**Client Contact:**

Robin Wright – DOWQ Safety Manager (Retired 2023)  
DeShaun Bailey, Safety Specialist  
859-425-2419; [jbailey@lexingtonky.gov](mailto:jbailey@lexingtonky.gov)



**RELEVANT PROJECT EXPERIENCE OF ALL4 AND PROJECT TEAM FOR RFP # 31-2024 – OSHA COMPLIANCE PROGRAM MANAGER**

<b>Project Type:</b>	GE Appliances Environmental and OSHA Compliance Auditing of GE Appliance Manufacturing Facilities in Six States	<b>ALL4 Project No.:</b> 001667	Year or Years Completed:  2022
----------------------	--	---------------------------------	--------------------------------------

**Project Description:**

ALL4 health and safety personnel conducted 3<sup>rd</sup> Party environmental and health and safety audits of 12 facilities located in six states. The purpose of the audits was to verify and review site-level regulatory required inspections and to verify required corrective measures had been completed according to internal directives. ALL4 conducted site observations, evaluated health and safety training documentation, and reviewed internal safety policies. The OSHA compliance audits were focused on looking for potential gaps and areas of improvement as well as assisting the facilities in tracking required corrective measures.

**ALL4 Project Manager:** Kevin Chaplin

**Contract Amount:** \$150,000

**Project Location:** Louisville, KY, GA, AL, TN, IN, SC

**Client Contact:**

Molly Hopper  
Global EHS Compliance Assurance and Digital Technology Leader  
GE Appliances, a Haier company  
Phone: 731-434-5092  
Email: molly.hopper@geappliances.com





**RELEVANT PROJECT EXPERIENCE OF ALL4 AND PROJECT TEAM FOR RFP # 31-2024 – OSHA COMPLIANCE PROGRAM MANAGER**

<b>Project Type:</b>	Advanced Materials & Catalyst Company Environmental, Health and Safety Compliance Auditing and Risk Evaluations	<b>ALL4 Project No.:</b> 002120	Year or Years Completed:  2023
<b>Project Description:</b>  ALL4 health and safety personnel conducted 3 <sup>rd</sup> Party environmental and health and safety audits focused on the following criteria: The organization’s compliance with applicable health, safety, environmental, and facility security laws, regulations, and other legal requirements; The organization’s compliance with applicable company health, safety, and environmental (HSE) requirements; and The potential for uncontrolled or insufficiently controlled significant HSE risks <b>ALL4 Project Manager:</b> Victoria Sparks  <b>Contract Amount:</b> \$100,000			
<b>Project Location:</b> IN, TX			
<b>Client Contact:</b> Confidential			

**Attachment C – ALL4 Scope of Work and Costs**

## Anticipated Scope of Work

The primary goal and objective of this project is to provide the necessary professional services to review current safety policies, procedures, and record keeping to facilitate compliance with all state and federal workplace safety requirements and regulations. It is ALL4's understanding through prior experience with this contract and based on the current scope of work that our services will include the following key tasks:

Review and update as necessary all written safety program documents to incorporate potential regulatory changes or updates through the course of the contract period. Recommendations for improvement or revisions to the programs will be finalized with the Division of Water Quality.

- ALL4 will provide support in the development and implementation of safety programs and assist with analyzing and evaluating applicable leading indicators.
- ALL4 will provide support for staff training and training program development.
- ALL4 will conduct Annual OSHA compliance audits of WWTP operations and programs as well as designated operational groups such as pump stations and sewer line maintenance groups.
- Provide safety consultations and support for any designated WWTP projects arising during the contract period.
- ALL4 will provide an annual evaluation of any critical OSHA programs that require attention through the course of the contract period.
- ALL4 will assist plant management and staff with OSHA documentation compliance at both treatment plants.
- Provide status reports and open communication with the Division of Water Quality and their appropriate safety representatives.

*Document Management/Sharing ?*

Estimated Cost and Hours LFUCG-DOWQ FY25		
Task	Estimated Hours	Estimated Cost <sup>1,2</sup>
Review/Update Safety Documents	90	\$18,000
Develop & Implement Safety Programs Compliance	80	\$15,000
Site Reviews & Safety Analysis of WWTP Projects	80	\$15,000
Annual OSHA Program Review	100	\$20,000
OSHA Documentation Compliance Assistance for Plant Manager	60	\$12,000
Estimated Annual Contract Amount (Total)	410	\$80,000

<sup>1</sup> Estimated cost will vary with each task based on how much emphasis will be placed on each task by the Division of Water Quality Safety Manager as project work progresses.

<sup>2</sup> The attached billing rates provided are by position / category. ALL4 will primarily be utilizing the following positions for the work outlined above under the estimate of costs and hours:

- Senior Managing Consultant
- Technical Manager
- Managing Consultant
- Project Engineer
- Consulting Scientist
- Administrative

Additional positions may be utilized on the project to support any particular scope of work requested by the client as it pertains to the primary tasks listed above.



## ALL4 BILLING RATES

<b>Classification</b>	<b>Billing Rate (\$/HR)</b>
Technical Director	\$215 – 290
Directing Consultant	\$255 – 290
Senior Technical Manager	\$215 – 290
Senior Managing Consultant	\$200 – 275
Technical Manager	\$160 – 235
Managing Consultant	\$160 – 275
Consulting Engineer/Scientist	\$150 – 205
Project Engineer/Scientist	\$130 – 185
Staff Engineer/Scientist	\$120 – 180
Lead Implementation Consultant	\$240 – 290
Senior Implementation Consultant	\$200 – 235
Implementation Consultant I	\$165 – 195
Implementation Consultant II	\$175 – 205
Associate Implementation Consultant	\$150 – 170
Executive	\$285 – 305
Administrative/OH	\$80 – 165
Expert Testimony/Litigation Support***	1.5 × Applicable Billing Rate
<b>Reimbursable Expenses</b>	<b>Cost*</b>
Mileage	Federal Rate**
Project External Expenses	Cost
Sub-consultant	Cost plus 10%

\* ALL4 DOES NOT charge separately for internal expenses such as computer use, phone use, cellular phone use, etc. All charges are as represented in our billing rates.

\*\* Mileage based on the current federal reimbursement rate at the time services provided.

\*\*\* For Expert Testimony/Litigation Support, ALL4 personnel working on that project will be charged at that employee's applicable billing rate multiplied by 1.5.

**Attachment D - Required Forms**

**AFFIDAVIT**

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

1. His/her name is Laurie Beardsley for Kevin Chaplin and he/she is the individual submitting the proposal or is the authorized representative of ALL4, LLC, the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

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.

LTB for Kevin Chaplin

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by LTB for Kevin Chaplin on this the 24<sup>th</sup> day  
of April, 2024

My Commission expires: 02-20-2027

Addison M Foley

NOTARY PUBLIC, STATE AT LARGE



Addison McClain Foley  
Notary ID: KYNP67328  
Kentucky-Fayette County  
Exp: February 20, 2027







**ADDITIONAL REMARKS SCHEDULE**

AGENCY IMA, Inc. - Colorado		NAMED INSURED All4 LLC 2393 Kimberton Rd, PO Box 299 Kimberton, PA 19442	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Cyber Liability Coverage: Policy #2CIAPA17S011828000  
 Effective Dates: 06/01/2023-06/01/2024 Insurer: Accredited Surety and Casualty Company, Inc.  
 \$2,000,000 Per Claim; \$2,000,000 Aggregate; \$10,000 Retention

The Excess coverage pertaining to the Professional Liability has a sublimit of \$5,000,000.

Certificate Holder(s) is included as Additional Insured on the General Liability, Automobile Liability, and Umbrella Liability policies, if required by written contract or agreement subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of Certificate Holder(s) on the General Liability, Automobile Liability, Workers Compensation, and Umbrella Liability policies if required by written contract or agreement, subject to the policy terms and conditions. This Insurance is Primary & Non-Contributory on the General Liability, Automobile Liability and Umbrella Liability policies subject to the policy terms and conditions. The Excess Liability policy is excess of the Pollution Liability, Professional Liability, General Liability, Automobile Liability, and Employers Liability.  
 RE: Lexington-Fayette Urban County Government.

Additional Insured Includes: Lexington-Fayette Urban County Government.

**Exhibit 1**

<b>Prime Consultant</b>	<b>Location (City, State)</b>	<b>Date Office Established</b>	<b>Total Number of Employees</b>	<b>No. of Employees expected to work on DWQ projects</b>
Headquarters	Kimberton, PA	2002	64	0
Local Office	Lexington, KY	Acquired by ALL4 in 2020	9	3
PM Location	Louisville, KY	Acquired by ALL4 in 2020	9	2
<b>Subconsultants Name:</b>	TBD/Not Applicable			
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				

**Notes:**

1. "Headquarters" refers to the corporate office that provides project support to the local office, if applicable. If support comes from multiple locations, use the blank spaces in the form to provide relevant information.

## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

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

### The Law

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

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

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

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

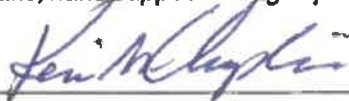
\*\*\*\*\*

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

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

### Bidders

*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:** ALL4 LLC

EEO Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaska Native (Not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Executive/Senior Level Officials and Managers	6	5	1	0	0	0	0	0	0	0	0	0	0	0	0	5	1
First/ Mid Level Officials and Managers	16	9	9	0	0	0	0	0	0	0	0	0	0	0	0	9	9
Professionals	188	88	87	5	4	0	2	0	0	13	5	0	0	1	3	107	81
Technicians	12	6	1	0	0	2	0	1	0	0	0	1	0	1	0	11	1
Sales Workers	4	1	3	0	0	0	0	0	0	0	0	0	0	0	0	1	3
Administrative Support Workers	16	2	11	0	0	0	2	0	0	0	0	0	0	1	0	3	13
<b>Total:</b>	<b>244</b>	<b>111</b>	<b>92</b>	<b>5</b>	<b>4</b>	<b>2</b>	<b>4</b>	<b>1</b>	<b>0</b>	<b>13</b>	<b>5</b>	<b>1</b>	<b>0</b>	<b>3</b>	<b>136</b>	<b>108</b>	

**Date:** 04/16/2024

**Prepared by:** Nicholas Albano, HRBP  
(Name and Title)

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

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

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

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

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

Firm Submitting Proposal: ALL4, LLC

Complete Address: 1405 Mercer Road, Lexington, KY 40222  
Street City Zip

Contact Name: Kevin M. Chaplin Title: Senior Managing Consultant

Telephone Number:(502) 254-0670 Fax Number:  
Email address: kchaplin@all4inc.com

**LFUCG MWDBE PARTICIPATION FORM**  
**Bid/RFP/Quote Reference #31-2024**

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

**Failure to submit a completed form may cause rejection of the bid.**

<b>MWDBE Company, Name, Address, Phone, Email</b>	<b>MBE WBE or DBE</b>	<b>Work to be Performed</b>	<b>Total Dollar Value of the Work</b>	<b>% Value of Total Contract</b>
1. Third Rock Consulting	WBE	Potential Environmental Field Services Support	TBD	TBD
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.

ALL4, LLC  
**Company**

4/24/2024  
**Date**

Kevin M. Chaplin  
**Company Representative**

Senior Managing Consultant  
**Title**

**LFUCG MWDBE SUBSTITUTION FORM**  
**Bid/RFP/Quote Reference #31-2024**

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

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

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

ALL4, LLC  
**Company**

Kevin M. Chaplin  
**Company Representative**

4/24/2024  
**Date**

Senior Managing Consultant  
**Title**



**MWDBE QUOTE SUMMARY FORM**  
**Bid/RFP/Quote Reference #31-2024**

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

<b>Company Name (*To Be Determined)</b>				<b>Contact Person</b>				
<b>Address/Phone/Email</b>				<b>Bid Package / Bid Date</b>				
<b>MWDBE Company Address</b>	<b>Contact Person</b>	<b>Contact Information (work phone, Email, cell)</b>	<b>Date Contacted</b>	<b>Services to be performed</b>	<b>Method of Communication (email, phone meeting, ad, event etc)</b>	<b>Total dollars \$\$ Do Not Leave Blank (Attach Documentation)</b>	<b>MBE * AA HA AS NA Female</b>	<b>Veteran</b>

(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.

\_\_\_\_\_  
**ALLA, LLC**  
**Company**

\_\_\_\_\_  
 4/24/2024  
**Date**

\_\_\_\_\_  
 Kevin M. Chaplin  
**Company Representative**

\_\_\_\_\_  
 Senior Managing Consultant  
**Title**

\* NOTE: Scope/Bid for any MWDBE participation to be determined based on the actual scope of work to be delineated by specific request of LFUCG-DOWQ. Overall, the OSHA Program Support RFP is a general scope and does not allow for a specific subcontract scope of work to be delineated and requested by the limited MWDBE participants that provide related services regarding OSHA Program Compliance.

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**  
**Bid/RFP/Quote #31-2024**

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

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

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

       Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

       Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

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

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

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

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

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

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

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

ALL4, LLC

Kevin M. Chaplin

Company Representative

4/24/2024

Senior Managing Consultant

Date

Title

*In order to meet 25 Page Maximum Submittal Limit  
Signature Page only for "General Provisions"*

LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

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



4/24/2024

---

Signature

---

Date

**ALL4 AFFIRMATIVE ACTION PLAN (DIVERSITY, EQUITY, AND INCLUSION)**

## **ALL4, LLC**

### **DEI Information for RFPs**

#### **Diversity Policy**

We encourage and welcome diversity, recognizing it as a key competitive advantage. The value of different backgrounds and perspectives should not be overlooked. Having a diverse workforce assists us in looking at all situations from a variety of angles and encourages the development of innovative ideas and solutions. Embracing and understanding what each employee's background and perspective can contribute gives us a competitive edge.

Some types of diversity are as follows:

- Life experience
- Work experience
- Perspective
- Culture
- Ethnicity
- Gender
- Age

Respecting each individual and recognizing the value that we each bring to our team is essential. By creating a supportive environment that allows everyone to perform to his or her potential, we achieve success.

#### **About Our Internal Efforts (ALL4 IDEA)**

We believe an inclusive environment fosters both personal and professional growth. That's why at ALL4, our mission is to create a workplace where everyone feels encouraged and supported in being their authentic selves. Our varied experiences prepare us to tackle any challenge that comes our way. Our Inclusion, Diversity, Equity, and Accessibility (IDEA) group was formed to support ALL4's commitment to building an inclusive culture where diversity is welcomed and celebrated; where everyone feels encouraged and supported in being their authentic selves; and where transparency and honest communication drives our daily interactions.



ALL4 IDEA is an action-based committee focused on Inclusion, Diversity, Equity, and Accessibility at ALL4. We strive to create an environment where all employees feel valued, respected, and included, regardless of their background, identity, or abilities. Our work is essential in promoting an inclusive culture of diversity, equity, and accessibility throughout the organization. The group meets monthly and is overseen by our Diversity Coordinator, Stephanie Thomas.

## Key Terms

**Inclusion:** A dynamic state where individuals and groups feel safe, respected, engaged, motivated, and valued for who they are and for their contributions to organizational and societal goals.

**Diversity:** The differences – both visible and invisible – within a group or among groups of people. These differences can include, but are not limited to, differences in gender, gender identity and expression, ethnicity, race, native or Indigenous origins, age, generation, sexual orientation, culture, religion, belief systems, marital status, parental status, socioeconomic status, appearance, language and accent, disability, mental health, education, geography, nationality, work style, work experience, job role and function, thinking style, and personality type. Note that while a group can be diverse, an individual is not “diverse.”

**Equity:** When all people have full and unbiased access to livelihood, education, participation in the political and cultural community, and other societal benefits. Equity recognizes our interdependence and uses our collective power to create an environment where we all thrive and contribute our strengths.

**Accessibility:** The design of environments, products, devices, and services so that people of various abilities can use them with ease, without faulting individuals for the ways in which they are different and instead emphasizing the rights of individuals with differences to be full and participating members of society.

\*Note that these definitions are from Minal Bopaiah’s book, *Equity*.



# What We Do

**Awareness Campaigns:** ALL4 IDEA organizes awareness campaigns throughout the year to educate employees about different aspects of inclusion, diversity, equity, and accessibility. These campaigns may include guest speaker events and interactive discussions as well as communications in the ALL4 Digest and Monday Morning Meeting.

**Book Club:** ALL4 IDEA hosts a quarterly book club in which all employees are welcome to participate. We will have conversations about these readings and examples of books to-date include:

- *Equity: How to Design Organizations Where Everyone Thrives* by Minal Bopaiah
- *Inclusify: The Power of Uniqueness and Belonging to Build Innovative Teams* by Stefanie K. Johnson, PhD

**Employee Resource Groups:** ALL4 IDEA supports and collaborates with Employee Resource Groups (ERGs), which are voluntary, employee-led groups whose aim is to foster a diverse, inclusive workplace aligned with the organizations they serve. ERGs are usually led and participated in by employees who share a characteristic, whether it's gender, ethnicity, lifestyle, or interest. The groups exist to provide support and help in personal or career development and to create a safe space where employees can bring their whole selves to the table. Allies may also be invited to join the ERG to support their colleagues.

**Recruitment and Hiring Initiatives:** ALL4 IDEA actively participates in efforts to enhance diversity in the recruitment and hiring process. We identify strategies for attracting a wider pool of candidates from diverse backgrounds and ensure that the interview and selection process is equitable and unbiased.

**Training and Development:** The group collaborates with the Talent Development team to develop and deliver training programs that foster a culture of inclusion and provide employees with the necessary tools and knowledge to promote an equitable and accessible workplace.



# Professional Partnership

**DAIS Partners**, led by Jordan Steffy and Denis Sison, serves as a trusted advisor and valuable resource for ALL4, offering ongoing support and consultation on matters related to Diversity, Equity, and Inclusion (DEI). Their approach focuses on the business benefits that DEI can bring, such as growth, creativity, innovation, improved job acceptance rates, enhanced reputation, and Return on Investment (ROI).

One of the distinctive features of **DAIS Partners** is their commitment to providing a safe learning environment. They promote a culture of ‘no blaming and no shaming’, creating a space where individuals feel comfortable and empowered to learn, make mistakes, grow, and engage in constructive dialogue.

Through our partnership with **DAIS Partners**, ALL4 gains access to specialized knowledge and expertise in DEI. This enables the organization to accelerate its progress in fostering a more inclusive and equitable workplace. With the guidance and support of **DAIS Partners**, ALL4 can navigate the complexities of DEI implementation, leverage the benefits of diversity, and ensure that their efforts align with their organizational goals and values.



**EXHIBIT D**

**TASK ORDER**



**LFUCG TASK ORDER NO.**  
**UNDER LFUCG AGREEMENT WITH \_\_\_\_\_ FOR**  
**RFP 31-2024 FOR Professional**  
**Services- OSHA Compliance**  
**Program Management**

**CONSULTANT**

**OWNER**

<b>Name</b>	<hr/>	Lexington Fayette Urban County Government
<b>Street Address</b>	<hr/>	200 East Main Street
<b>City, State, Zip</b>	<hr/>	Lexington, KY 40507
<b>Contact Person</b>	<hr/>	
<b>Telephone</b>	<hr/>	
<b>Fax</b>	<hr/>	
<b>E-Mail</b>	<hr/>	

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

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

**SCOPE OF WORK/DELIVERABLES**

**SCHEDULE OF WORK**

**FEE**

**ACCEPTED BY:**

**AUTHORIZED BY:**

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

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

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

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

