



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: September 8, 2022

INVITATION TO BID #117-2022 General Surveying Services

Bid Opening Date: Septmber 27, 2022

Bid Opening Time: 2:00 PM

Address: All bids must be submitted on line at <https://lexingtonky.ionwave.net/>

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **09/27/2022**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Lexington, KY

Check One:		Proposed Delivery:
<input checked="" type="checkbox"/> Bid Specifications Met	<input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	<u>30-45</u> days after acceptance of bid.
Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

To expedite award, the forms in this document should be completed and uploaded with your bid.

Submitted by: Abbie Jones Consulting PSC

Firm Name

1022 Fontaine Road

Address

Lexington, KY 40509

City, State & Zip

Bid must be signed:

Abbie Jones

Signature of Authorized Company Representative – Title

Abbie Jones, President PE, PLS

Representative's Name (Typed or printed)

859-559-3443

n/a

Area Code - Phone – Extension

Fax #

abbie@abbie-jones.com

E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

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

1. His/her name is Abbie Jones and he/she is the individual submitting the bid or is the authorized representative of Abbie Jones Consulting, PSC the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid 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. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder 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. Bidder 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 Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder 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. Abbie Jones

STATE OF Kentucky

COUNTY OF Fayette

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

by Abbie Jones on this the 16th day of September, 2022

My Commission expires: 3/6/2024

Dorretha L. Rice
NOTARY PUBLIC
STATE AT LARGE
KENTUCKY
NOTARY ID# KYNP3487
MY COMMISSION EXPIRES March 06, 2024

Dorretha L. Rice
NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Greenseal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes XX No _____

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal

- or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
 - F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
 - G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
 - H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
 - I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
 - J. All bids mailed must be submitted in the Ion Wave online portal at <https://lexingtonky.ionwave.net/>
 - K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
 - L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
 - M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
 - N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
 - O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
 - P. All material furnished hereunder must be in full compliance with OSHA regulations.
 - Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
 - R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
 - S. 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.
 - T. 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 provisions of the non-discrimination 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 timetable.*
- (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 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 to 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 work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid 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 bid 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 bid 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 bid processes. If, based on this review, a bid 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 bid recommendation must be filed within 3 business days of the bid 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.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 2-1 year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

- B. Price Changes **(Space Checked Applies)**
 - 1. Prices quoted in response to the Invitation shall be firm prices for the first 365 days of the Procurement Contract. After 365 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per year. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.

 - 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.

 - 3. See bid specifications.

- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.

- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.

- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.

- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

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

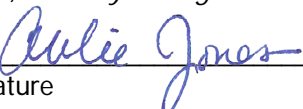
- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment 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 disability.*
- 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, veteran status, disability and age.



Signature

Abbie Jones Consulting PSC

Name of Business

GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, 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 bidder in the preparation of its response.
6. Changes/Alterations: Bidder 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 bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response 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 bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder 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 bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, 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 its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder 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 bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice

period is negotiated prior to contract approval. 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 selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG 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 bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid 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 matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder 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 bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
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.
21. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.


Signature

09-15-2022
Date

WORKFORCE ANALYSIS FORM

Name of Organization: Abbie Jones Consulting, PSC

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	5	3	2														
Superintendents																	
Supervisors																	
Foremen																	
Technicians	3		3														
Protective Service																	
Para-Professionals																	
Office/Clerical	1		1														
Skilled Craft	4	3	1														
Service/Maintenance																	
Total:		6	7			54% Women											

Prepared by: Abbie Jones, President
(Name and Title)

Date: 9 / 15 / 2022

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**

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 MBE/WBE's, and 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 Certified MBE/WBE's and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central 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 MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

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

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.
- h. 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.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

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

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



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # LFUCG On-Call Survey

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. There will be no subcontractors utilized for this RFP				
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.

Abbie Jones Consulting, PSC
Company

09-15-2022
Date

Abbie Jones
Company Representative

President, PE, PLS
Title



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # LFUCG On-Call Survey

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. There will be no subcontractors utilized for this RFP				
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.

Abbie Jones Consulting, PSC
Company

Abbie Jones
Company Representative

09-15-2022
Date

President, PE, PLS
Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # LFUCG On-Call Survey

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

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. There will be no subcontractors utilized for this RFP					
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.

Abbie Jones Consulting PSC

Company

09-15-2022

Date

Abbie Jones

Company Representative

President, PE, PLS

Title



LEXINGTON

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # LFUCG On-Call Survey

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

Company Name Abbie Jones Consulting PSC	Contact Person Abbie Jones
Address/Phone/Email 1022 Fontaine Road, Lexington, KY 40502	Bid Package / Bid Date LFUCG On-Call Survey

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
There will be no subcontractors utilized for this RFP								

(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.

Abbie Jones Consulting PSC
Company
09-15-2022
Date

Abbie Jones
Company Representative
President, PE, PLS
Title



LEXINGTON

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # LFUCG On Call
Total Contract Amount Awarded to Prime Contractor for this Project _____

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

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
There will be no subcontractors utilized for this RFP							

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.

Abbie Jones Consulting PSC
Company

Abbie Jones
Company Representative

09-15-2022
Date

President, PE, PLS
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # LFUCG On Call Survey

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

XX ** 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.

Abbie Jones Consulting, PSC

Company
09-15-2022

Date

Abbie Jones

Company Representative
President, PE, PLS

Title

**We are a certified Woman-Owned DBE and will be completing all work in house without the need of any subcontractors. We will 100% meet the MWDBE/V participation by utilizing our own employees.

**AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR AMERICAN RESCUE PLAN ACT EXPENDITURES**

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

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

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

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

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

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

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

subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

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

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

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

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

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

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

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

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

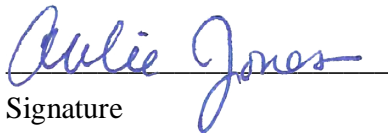
13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the subgrantee, 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

09-15-2022
Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO

DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by LFUCG.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form

acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of Consultant's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If Consultant satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, Consultant agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00438863

**INVITATION
REQUEST FOR
GENERAL SURVEYING SERVICES**

Introduction

The Division of Water Quality (DWQ) is requesting price proposals for the provision of General Surveying Services for work associated with various capital maintenance and/or repair projects anticipated through calendar year **2022**.

Award of a contract and issuance of subsequent Task Order will be executed with up to three firms. No work will be authorized until a Task Order is issued to a selected firm.

THE RESPONDENT MUST BE LICENSED IN PROFESSIONAL SERVICES BY THE STATE OF KENTUCKY AND SUBMIT PROOF OF SUCH WITH THE BID.

DWQ will issue a Task Order for a specific project or need. Required services and deliverables will be identified in the Task Order. Upon assignment of a Task Order for a specific project or need, the Survey Firm shall notify immediately the DWQ Project Manager of any potential conflicts of interest, whether real or perceived, with any individual, entity, or institution. Failure to disclose conflicts of interest may result in termination of the Task Order and future General Survey Services contracts.

The term for services in response to this bid will be for one year with up to two, one -year, mutually elective renewals.

General Surveying Services

General surveying services may include but are not limited to:

- Topographic, easement, roadway, and right-of-way surveys
- Boundary/Property surveys and analysis and monumentation
- Preparation of easement or right-of-way exhibits and legal descriptions
- Property line staking
- Property or easement research
- Legal Descriptions
- Underground utility location (In conjunction with a separate utility excavation contractor)
- Preparation of alignment profiles showing existing ground, existing overhead and underground utilities. Profiles are to be provided as "pdf" files at appropriate scales fitted to 11x17 paper. LFUCG will provide horizontal alignments.
- Record drawing preparation
- Identification of various infrastructure mapped and/or unmapped. (Location of all other* infrastructure within the project boundary)
- Title Searches

- Other as directed
- Selected firm(s) shall be responsible for property owner notification and obtain entrance onto private property.

** Other – Water, Electric, Gas, Telephone, Television, Fiber, etc.*

Deliverables

Survey Firm shall deliver to DWQ at a minimum

- (2) full-size 24" x 36" prints or (2) half-size 11'x17" prints, as requested
- One (1) Full-Size hard copy set (if more than 1 sheet)
- One (1) PDF Digital Copy
- One (1) Digital AutoCAD Files that is compatible with DWQ latest AutoCAD Version.

Survey Firms Qualifications

Survey Firm qualifications shall include as a minimum:

Local Office

- The Survey Firm's local office and survey personnel shall be located in Fayette, Scott, Bourbon, Clark, Madison, Jessamine, or Woodford County.

Staff Qualifications

Licensed Professional Land Surveyor (PLS) in the State of Kentucky

- Minimum of seven (7) years of experience
- Assigned to Local Office

Request For Bids

Bidders are advised that:

- Award of General Surveying Services work will be based upon the total of professional service fees for PLS and Survey Crew, based upon forty hours of service, as listed in the bid proposal. Hourly rates for CAD Technician and Clerical will set the fees for additional services as required.
- The solicitation is for a 365 day period commencing on the LFUCG Resolution date authorizing award of a surveying contract with up to two (2), one -year, mutually elective renewals.
- **There will be no guarantee of work for any selected firm or firms.**
- DWQ may or may not enter into multiple contracts in response to this solicitation.
- If multiple firms are selected, work will be distributed on a rotational basis at the sole discretion of DWQ.
- The submitted hourly rates shall include all wages and benefits
- The submitted hourly rates shall include the firm's overhead and profit. Overhead shall include insurance coverage for vehicle, worker's compensation, and professional liability related to General Surveying Services in limits as specified in the Consultant's ISD Agreement.
- Survey Firm will be required to submit its insurer's Declaration of Insurance coverage form.
- The Survey Firm will be expected to provide its employees all necessary supplies and equipment necessary to fulfill the requirements of an issued Task Order including but not limited to a computer and printer, plotter, computer software, smart phone or other

means to send and receive messages and emails, camera, vehicle, survey equipment, and any other equipment or office needs.

- In development of fee proposals, Survey Firms are advised that there will be no reimbursement for travel, subsistence, calls, or work outside of normal business hours. These costs should be considered in the fee proposal.
- DWQ will pay mileage at the current LFUCG mileage rate.
- DWQ will not pay subsistence (meals, lodging, or other expense).

Bid For General Surveying Services

Year One	Hourly Rate	Hours	Weekly Total
PLS	<u>\$110</u>	40	<u>\$4,400.00</u>
Two-Man Survey Crew	<u>\$120</u>	40	<u>\$4,800.00</u>
Total			<u>\$9,200.00</u>

Additional Services

CAD Technician	<u>\$75</u>	40	<u>\$3,000.00</u>
Clerical	<u>\$50</u>	40	<u>\$2,000.00</u>



1022 Fontaine Drive
Lexington, Kentucky 40502
859.559-3443
www.abbie-jones.com

September 16, 2022

To Whom It May Concern:

Verification of Local Office and Survey Personnel

HQ: 1022 Fontaine Road, Lexington, KY (FAYETTE)

PLS in charge/QC/QA: Abbie Jones 1022 Fontaine Road, Lexington, KY (FAYETTE)

PLS Field: Eric Harris 201 Geri Lane, Richmond, KY (MADISON)

LSIT: Cpt. Paul Langford, 204 E. Linden Street, Wilmore, KY (JESSAMINE)

Party Chief: James Pristas, 205 Stephen Drive, Georgetown, KY (SCOTT)

CAD: Jess Engle, 609 Chestnut Street, Berea, KY (MADISON)

Clerical/Admin: Michelle Pennington, 3703 Winchester Road, Lexington, KY (FAYETTE)

A handwritten signature in blue ink that reads 'Abbie Jones' in a cursive style.

Abbie Jones, PE PLS

President

Abbie Jones Consulting, PSC



1022 Fontaine Drive
Lexington, Kentucky 40502
859.559-3443
www.abbie-jones.com

September 16, 2022

To Whom It May Concern:

License Verification

HQ: Professional Surveying Firm KY#818 Expires 12-31-2022
KY SOS Control Number 862339

PLS in charge/QC/QA: Abbie Jones KY PLS#3963 Expires 06-30-2023

PLS Field: Eric Harris KY PLS#4508 Expires 06-30-2023

LSIT: Cpt. Paul Langford KY LSIT#1447 No Expiry

Party Chief: James Pristas, Small UAS Certificate (Drone) – FA3XK73WRR Expires: 03-22-2025

A handwritten signature in blue ink that reads 'Abbie Jones'.

Abbie Jones, PE PLS

President

Abbie Jones Consulting, PSC



COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

transportation.ky.gov

April 7, 2021

Andy Beshear
GOVERNOR

Jim Gray
SECRETARY

Abbie Jones, Owner
ABBIE JONES CONSULTING, PSC
1022 Fontaine Road
Lexington, KY 40502

Subject: DBE/SBE Certification Renewal

Dear Ms. Jones:

The Kentucky Transportation Cabinet's DBE Certification Committee has determined that **ABBIE JONES CONSULTING, PSC** continues to meet the eligibility requirements of a woman-owned Disadvantaged Business Enterprise (DBE) and remains program-eligible pursuant to 49 C.F.R., Part 26. Along with your DBE continuation, your Small Business Enterprise (SBE) certification has been reciprocally renewed.

ABBIE JONES CONSULTING, PSC is DBE/SBE certified to perform the below NAICS code(s), which include the following item(s) of work:

Consultant:

541330 - Engineering Services - Specializing in engineering consulting services, Engineering design services, and Traffic engineering consulting services;

541360 - Geophysical Surveying and Mapping Services - Specializing in services for Geological surveying, Geophysical mapping, Geophysical surveying, and Mapping, geophysical; and

541370 - Surveying and Mapping (except Geophysical) Services - Specializing in services for Construction surveying, Land surveying, Mapping (except geophysical), Surveying and mapping (except geophysical), Topographic mapping, and Topographic surveying

Absent a finding of regulatory non-compliance, a change in the majority ownership and/or control, or a successful third party challenge, **this certification will be eligible for review on April 30, 2024.**

In accordance with 49 CFR §26.83(j), this firm will be required to submit an affidavit annually by **April 30** to determine whether your firm continues to meet the standards as set forth in 49 CFR Part 26.

Sincerely,

Brad Putty
DBE Administrative Branch Manager
Small Business Development Branch

mrt/BP



COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

transportation.ky.gov

Andy Beshear
GOVERNOR

Jim Gray
SECRETARY

April 13, 2022

Abbie Jones, Owner
ABBIE JONES CONSULTING, PSC d/b/a ABBIE JONES CONSULTING
1022 Fontaine Drive
Lexington, KY 40502

Subject: Annual DBE Certification Review - 2022

Dear Ms. Jones:

Thank you for submitting your Disadvantaged Business Enterprise annual review paperwork. We have received all of the documents necessary, and after a thorough review, do not have any questions or concerns at this time.

Therefore, ABBIE JONES CONSULTING, PSC d/b/a ABBIE JONES CONSULTING continues to meet the eligibility criteria for DBE Certification pursuant to U.S. Department of Transportation, 49 C.F.R. Part 26.

You must submit a signed and notarized Annual "No Change Affidavit" on your review date each year, along with the required supporting documents in your notice. Failure to do so may result in removal of your firm from our DBE program.

Should you have any questions, please feel free to contact the Small Business Development Branch at 502-564-3601 or 1-800-928-3079.

Sincerely,

A handwritten signature in blue ink that reads "Megan Tillman".

Megan Tillman
Program Coordinator
Office for Civil Rights & Small Business Development

cc: DBE File

Certified Mail # 7019 2280 0000 7825 4928

WBENC

WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

ABBIE JONES CONSULTING, PSC

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

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

Certification Granted: February 5, 2021

Expiration Date: February 28, 2023

WBENC National Certification Number: WBE2100307



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

WBECORV
WOMEN'S BUSINESS ENTERPRISE COUNCIL
OHIO RIVER VALLEY

JOIN FORCES. SUCCEED TOGETHER.

NAICS: 541370, 541330, 541340, 541360
UNSPSC: 81101500, 81101502, 81101512



Great Lakes
Women's
Business
Council



WBECMETRONY
WOMEN'S BUSINESS ENTERPRISE CENTER

WBECGREATERDMV
WOMEN'S BUSINESS ENTERPRISE CENTER



WBEEAST
WOMEN'S BUSINESS ENTERPRISE CENTER

WBECFLORIDA
WOMEN'S BUSINESS ENTERPRISE CENTER

WBEPACIFIC
WOMEN'S BUSINESS ENTERPRISE COUNCIL



WBEC SOUTH
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBECWEST
WOMEN'S BUSINESS ENTERPRISE COUNCIL



**HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO

ABBIE JONES CONSULTING, PSC**

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Abbie Jones
NAICS: 541370, 541330, 541340, 541360 UNSPSC: 81101500, 81101502, 81101512
Certification Number: WOSB210418
Renewal Date: February 28, 2023
SBA WOSB Expiration Date: 2/28/2025



Sheila A. Mixon

Sheila Mixon, Women's Business Enterprise Council Ohio River Valley Executive Director

Pamela A. Prince-Easton

Pamela Prince-Easton, WBENC President & CEO

LaKesha White

LaKesha White, Vice President, Certification

Abbie Jones, PE, PLS

Ms. Abbie Jones is the founder and owner of Abbie Jones Consulting in Lexington, a Civil Engineering and Land Survey consulting firm which just celebrated it's 10th anniversary and employs 10 staff. The firm includes 2 licensed Professional Land Surveyors (PLS), 3 PLS in training, 3 licensed Professional Engineers(PE), 1 PE in training, as well as drafters and field crew.

Ms. Jones has worked in the engineering and survey industry for 22 years, working in both the public and private sectors. She has a solid background in all aspects of project conception, design, and implementation with a strong reputation of solid performance, responsiveness, and accountability. Ms. Jones has been active in various professional engineering organizations and co-authored papers and regulations.

The firm provides private and government boundary surveys, topographic and utility surveys, ALTA/ASCM surveys, construction staking, layout and description of easements, site plans, drainage and grading plans, sewer design, detention design, traffic counts, utility locating, and permitting. The firm currently holds ongoing contracts with: KYTC, Lexington, University of Kentucky, and the Kentucky Finance Cabinet. The KYTC contracts include statewide surveying, traffic planning, traffic forecasting, and statewide aviation. The Lexington contracts are for multiple categories with the Engineering and Water Quality departments, primarily for surveying. For 2020 to date, 80% of our work has been surveying and 20% has been engineering.

Originally from Tennessee, Ms. Jones married a Kentuckian while working in Georgia, where she was honored as the 2005 Young Engineer of the Year. The couple spent two years in Texas for his neuroscience fellowship before moving near his family in Kentucky. Ms. Jones has previously worked as a consultant as well as a City Engineer for two cities: Hurst, TX and Milton, GA. Abbie is pleased to call Lexington, KY her permanent home. She is active in church choirs and charity work.

Previous Personal Employment:

2011-Present	Abbie Jones Consulting, Civil Engineering and Survey Firm. Role: President, engineer, surveyor, quality reviews.
2009-2010	Nesbitt Engineering – Civil Engineering and Survey Firm focused on eastern KY municipalities. Role: sanitary sewers, waterlines, KYTC LPA engineering projects, floodplain consulting, surveying
2008-2009	City of Hurst, TX – City Engineer and Floodplain Administrator. Manage Engineering Division of 8 including GIS and Construction Inspection
2002-2008	Lowe Engineers, Atlanta, GA – Civil, Survey, Photogrammetry, and Privatized Municipal Services. Role: Service to newly formed City of Milton, GA as first City Engineer by contract, project manager for Fortune 500 Client
2000-2002	Pond & Company, Atlanta, GA – Full Service A/E Firm focused on Department of Defense and DOT projects. Role: engineer and GIS projects.
1996-1999	Huddleston-Steele, Murfreesboro, TN-Civil Engineering and Land Surveying Firm with up to 10 crews. Role: drafting



EDUCATION

- ▶ Tennessee Technological University, Bachelor of Civil Engineering, 2000
- ▶ Southern Polytechnic State University, additional survey coursework 2004-2005
- ▶ Cincinnati State University, additional survey coursework 2020-2021
- ▶ Riverdale High School, 2 years of AutoCAD coursework (1994-1996)

REGISTRATIONS OR CERTIFICATIONS

- ▶ Professional Engineer (PE) in KY, GA, TN, WV, VA, MS, OH, SC, AL, NCEES Record
- ▶ Professional Land Surveyor (PLS) in KY, GA, TN, WV, VA, NCEES Record

AFFILIATIONS (PAST/PRESENT)

- ▶ National Society of Professional Surveyors
- ▶ National Society of Professional Engineers-KY Bluegrass Past President
- ▶ Georgia Engineering Foundation-Past President

PUBLICATIONS & AWARDS

- ▶ NAWIC Bluegrass Diamond Award, 20
- ▶ Bluegrass Nominee for Kentucky Young Engineer of the Year 2011.
- ▶ Georgia Young Engineer of the Year 2005
- ▶ Co-author to survey chapters of the Highway Design Guidance Manual for KYTC
- ▶ KY ASCE 2011 Infrastructure Report Card, section author for Transit
- ▶ Multiple Articles, Where We Live, (Hurst) 2008-2009 (cir. 12,000)
- ▶ Editorial Board, Georgia Engineer, 2005-2007 (cir. 8,000)
- ▶ Civil Engineering Body of Knowledge for the 21st century, January 2004, America Society of Civil Engineers, (co-author)
- ▶ ACEC Atlanta Future Leaders graduate, 2004

Important Experience

- KYTC Statewide Aviation (2015-Present) Multiple Task orders at each site:
 - 40+ task orders
 - Cynthiana Harrison Topo, Boundary, Construction Checks that saved the owner \$250K;
 - Role on each: President, PE and PLS QC
- KYTC Statewide Survey (2015-Present):
 - KY1931 Corridor, Louisville, KY (2016): Topographic and utility survey for side roads and railroad crossing to KYTC standards
 - KY1456, Owensboro, KY (2016): research of 111 parcels as statewide sub. Collaborate with PVA to receive GIS parcels also.
- ATL Airport Deicing Complex, GA (2020-Present) 3d models for 43 acres requiring thinning and design analysis, asbuilts
- BNA TARI, Nashville, TN (2021) construction staking, asbuilts
- MCN Airport, Macon, GA (2021) 103-acre topo, 7 acre purchase, completed in 2 weeks field, 2 weeks office
- SDF Master Plan (sub for survey), Louisville, KY (2019) survey all runways and all features for FAA
- LGE-KU General Engineering and Survey, KY (2018-Present) Easements, Boundary, Topographic Survey, Site Plans
- Angels Envy Distillery, Campbellsburg, KY (2018-Present): Boundary, Topo, Tree, Asbuilt surveys, civil site design, owners rep, dam monitoring, Development Plan
- Castle and Key Distillery, Frankfort and Versailles, KY (2019-Present)- Topo, Boundary, civil site design, Development Plan, asbuilt
- UKY Alumni Dr (sub for survey), Lexington, KY (2016) complete 1-mile KYTC survey on short timeframe. The design team won an ACEC Design Award.
- 11th St Sidewalks, Carrollton, KY (2020-2022): Topo and Civil Engineering for KYTC drainage, and sidewalk project.
- City Center, Lexington, KY (2014-2021) Boundary Survey, Air Rights
- Federal Bureau of Prisons, Letcher Co, KY (2015-2016): ALTA surveys for 600 acre, rugged, mountainside proposed Federal Prison site in Roxana area. Site had 8 surface tracts and 3 mineral tracts, nearly all unsurveyed since patent issued.
- Owsley Co. Schools, Booneville, KY (2016): Topo for road improvement, drainage, and sidewalk project.
- Blue Licks Battlefield, Pendleton County, KY (2015): Boundary survey of riverfront property for addition to state park.
- Various Lot, Farm, ALTA Surveys
- Video Traffic Counts

SERVICE & COMMITTEES

- ▶ Tennessee Tech Civil Engineering Alumni Advisory Board Member, 2005-Present
- ▶ Integrated Stormwater Management Manual Regional Update Committee, 2008-2009
- ▶ Surface Transportation Technical Committee for North Central Texas Council of Governments, 2008-2009
- ▶ Transportation Management Committee (with TXDOT), 2008-2009
- ▶ Hurst, TX Technical Staff representative to Traffic Safety Committee, 2008-2009
- ▶ Milton, GA Technical Staff representative to Planning Commission, 2007
- ▶ Milton, GA Technical Staff representative to The Milton Trail Committee, 2007
- ▶ Georgia Engineering Foundation Life Member, 2007 (Officer 2004-2007)

Eric Harris

Introduction

Eric Harris is a survey technician with Abbie Jones Consulting. Mr. Harris has 18 years of surveying experience covering a diverse range of applications with a large focus on oil and gas work. Eric is originally from Flatwoods, KY and he enjoys camping, hiking, and cooking in his free time.

Recent Experience

- WW upgrade, Catlettsburg, KY: As built survey to design over 1 mile of elevated piping. Role: Survey party chief and coordinator
- Gee property, Grayson, KY: Boundary survey for 50-acre tract. Role: Survey party chief and drafter
- Force main installation, Frankfort, KY: Topographic survey for 6 miles of new force main piping. Role: Survey party chief, drafter, and coordinator
- Wurtland airport, Wurtland, KY: Layout for replacement of runway lights and checking asphalt locations. Role: Survey party chief
- Containment survey, Marietta, Ohio: Topographic survey for containment calculations inside of diked area. Role: Survey party chief

Previous Personal Employment:

- | | |
|-----------|--|
| 2004-2021 | Waymond Harris and Associates, Inc. Ashland, KY. Land survey party chief and drafter |
| 2004 | Lester Telemarketing, Wurtland, KY. Call center representative. |



EDUCATION

- ▶ Russell Independent High School, Russell, KY. Graduate 2004
- ▶ Trimble Business Center Training 2022

REGISTRATIONS OR CERTIFICATIONS

- ▶ KY PLS #4508
- ▶ OSHA fall protection competent person
- ▶ TWIC
- ▶ Honorary KY Colonel

Capt. Paul Langford, EIT, LSIT

Introduction

Capt. Paul Langford is Field Surveyor, CADD Technician, LSIT and EIT with Abbie Jones Consulting working toward licensure. His past experience with highway work for TDOT and a consulting firm will be an asset to this project. An Air National Guard, dog-lover, and new parent, Paul is a great addition to our work family.

Recent Experience

KY Statewide Aviation – Statewide Regional Airports, KY(2021-present)
Statewide Surveying Contract supporting Kentucky's 50+ general aviation airports for various upgrades. Role: Field Surveyor and CADD Technician

Angel's Envy Distillery – Henry County, Kentucky(2010-present) Asbuilts for 350 acre site Role: Field Surveyor and CADD Technician

ATL Airport Deicing Facility – Atlanta, GA(2021-present)
18mo timeline, 45ac 16" thick concrete apron and utilities project inside the AOA fence. The 3D modeling, control points and benchmarks, supervision of surveying data, and as built drawings. Role: CADD Technician, EIT

Rupp Arena/LCC Plat (2021)-Review and update project from 2017 to 2021 as construction nears completion and easements can be dedicated

560 E. Main St (2021)- ALTA, Boundary, Topo, Engineering Survey of parking lot, building, utilities. Field Surveyor and CAD Technician

TDOT Surveys (2018-2021)* Performs survey duties consisting of setting control utilizing GPS, total station, and digital level for numerous projects including Nashville Major League Soccer Stadium. Conducted topographic surveys along roadways and surrounding terrain comprising of mountains, rolling hills, forested areas, creeks/rivers, and cultivated fields with GPS, total station, and extensive 3D laser scanning with Leica P40. Completed hydrographic surveys of creeks and rivers using RC boat, GPS and eco sounder sonar equipment. Responsible for keeping accurate field notes. Processed survey data in MicroStation to ensure topography is properly portrayed with accurate drawings and Digital Terrain Models (DTM). Conducted extensive deed research including property, utility easements and old right-of-way (ROW) plans. Located property corners as well as ROW monuments to recreate ROW and properties to ensure correct property acquisition. Processed scan data in cyclone and TopoDOT to produce precise and complete topographic surveys. Responsible for assisting Project Managers in developing right of way and construction plans by updating cross-sections, sheet cells, and data entry for plan sheets, with the purpose of ensuring state standards are met. Calculates earthwork, striping, right of way markers and signage quantities. Makes recommendations to the Project Manager for modifications to the plan sets.



EDUCATION

- ▶ University of Kentucky, B.S. Civil Engineering 2017
- ▶ University of Nebraska, B.S. Biology 2008

REGISTRATIONS OR CERTIFICATIONS

- ▶ TN LSIT#3249
- ▶ TN EIT#34511
- ▶ First Aid/CPR Card
- ▶ WGMT 101 Air Force Civil Engineer Basic Course
- ▶ WGMT 131 SMS BUILDER Level 1 (Read Only Access)
- ▶ WGMT 423 Project Programming
- ▶ Squadron Officer School (SOS)
- ▶ Secret Security Clearance
- ▶ Cyber Awareness Training-Completion

PREVIOUS EMPLOYMENT *

- ▶ HMB, 2018-2021
- ▶ TDOT, 2017-2018
- ▶ Air National Guard, Memphis, 2019-present
- ▶ Army National Guard, Richmond, KY 2000-2019
- ▶ Kentucky Transportation Center, 2017

James Pristas

Introduction

James Pristas is a survey technician with Abbie Jones Consulting. Mr. Pristas has over 25 years of experience in the surveying industry with most of his time being Party Chief.

Recent Experience

- West Sewer Extension, Frankfort Plant Board – Frankfort, Kentucky - 5-mile route survey, topographic and limited right of way/easement survey, 5 pump stations, Kentucky River crossing, Interstate Crossing
- Nicholasville Wasterwater Treatment Plant – Nicholasville, Kentucky – Topo for design and ran levels to match existing tanks.
- Mountain Parkway Widening Project – Salyersville, Kentucky – Nine miles of levels and topo for existing highway. Also set R/W for utility relocation.
- Rogers Gap Stream Restoration – Scott County, Kentucky – Three-mile topo of existing streams for design and asbuilts after the streams where reconstructed.
- Bluegrass Parkway Pavement Rehabilitation – Elizabethtown, KY - Seven-miles topo existing highway every twenty five feet set control ran levels for control for concrete design.

Previous Personal Employment:

2011-2022	HMB Engineer - Land survey party chief
2008-2011	Vantage Engineering – Survey Crew Chief
2008	Randall Miller Associates – Survey Crew Chief
2007	Ashton Land Surveyors, Inc. – Survey Crew Chief
2005-2007	CDP Engineers, Inc. - Engineering Technician, Survey Crew Chief, Instrument Man, Rodsman.
2001-2005	Peterman Associates, Inc. - Survey Crew Chief.



EDUCATION

- ▶ Oak Hills High School

REGISTRATIONS OR CERTIFICATIONS

- ▶ Small UAS Certificate – FA3XK73WRR
Expires: 03-22-25
- ▶ OSHA 40hr Hazardous Waster Operations Certificate

Jess Engle

Introduction

Jess Engle is a CADD Technician and On-Call Sr. Field Survey Technician with Abbie Jones Consulting working toward licensure. Her decade of past survey and forestry experience includes work in Colorado, Alaska, California, and Kentucky. She has quickly become an integral part of our processes. She has a strong sense of safety and is rope & harness trained as a former tree climber. An outdoorswoman, dog-lover, and hard-working single mom, Jess is a great addition to our work family.

Recent Experience

- Ohio County Municipal Airport As-builts (2020): Provided boundary location and as-builts of existing boundaries for future expansion.
- Angel's Envy Distillery (2020-Present) - Henry County, KY - Filed Surveyor and CADD tech for boundary survey of 350 acre farm and as-builts for rickhouses, utilities, bottling factory, etc.
- East Hickman Force Main and Sewer (2021) - Lexington, KY - CADD Tech for topographic route survey for the construction of 7 miles of force main.
- The Nature Conservancy (2021) - Field Surveyor and CADD tech for acquisition of 17 acres of land in rural Nelson County, KY.
- Frankfort Force Main and Sewer (2022) - Frankfort, KY - CADD Tech for topographic route survey for the construction of 6 miles of force main.
- Marsee Farm Boundary Survey (2022) - Project lead and CADD Tech on a 589 acre boundary exhibit adjoining Forest Service land in rural Whitley County, KY.
- Veteran's Administration Camp Nelson Cemetery (2022) - Jessamine County, KY - ALTA Boundary and Topographic survey for 17 acre acquisition of land adjacent to current historic cemetery.

Previous Personal Employment:

2019-Present - Abbie Jones Consulting – Field Surveyor and CADD Technician

2018-2019 - Dave Leonard Tree Specialists -Lexington, KY-Tree Climber/Arborist in training

2011-2019 - Tennessee Pass Cookhouse and Nordic Center - Leadville, CO - Sous Chef (seasonal)

2015-2016 - Terra Firma Forestry - Salida, CO - Forestry Technician/Tree Climber

2012-2014 - Great Divide Consulting - Leadville, CO - CADD/GIS Technician

2010-2012 - US Forest Service - Tongass National Forest - Petersburg, AK - Forestry Technician



EDUCATION

- ▶ Humbolt State University (CA), Bachelor of Science in Forestry, 2010 including GIS coursework
- ▶ Began at Berea College
- ▶ Currently taking online survey courses required for licensure

REGISTRATIONS OR CERTIFICATIONS

- ▶ Passport Certified for LGE-KU
- ▶ First Aid/CPR Card
- ▶ Certified Timber Marker, US Forest Service
- ▶ Red Card for Wildland Fire Fighting

PUBLICATIONS & AWARDS

- ▶ Stihl Timbersports Collegiate Series Competitor, 2010
- ▶ "Coast Redwood Live Crown and Sapwood Dynamics." John-Pascal Berrill, Jesse L. Jeffress, Jessica M. Engle. 2009. General Technical Report, PSW-GTR-238. Albany, CA: Pacific Southwest Research Station, Forest Service, U.S. Department of Agriculture.
- ▶ Belle of the Woods, Western United States Collegiate Timber Sports Competition, 2010, 1st place finish. This includes log rolling, pole climbing, ax throwing, etc.
- ▶ Trail Running, Road Cycling
- ▶ Rock Climbing



1022 Fontaine Rd
Lexington, KY 40502

Tel: (859) 559.3443
eMail: abbie@abbie-jones.com

2007-2009 - National Park Service - Redwood National Park - Orick, CA - Forestry Technician
2005-2007 - Berea College - Berea, KY - Student Forestry Technician

Michelle Pennington

Introduction

Michelle Pennington is the Operations Manager and Administrative Contract Coordinator for Abbie Jones Consulting. With Ms. Pennington's background in computer science, she also manages staff computers and computer data security.

Recent Experience

- \$650,000 in contracts reviewed, created, and/or negotiated for this year.
- The three-year average for AJC is 137 unique projects with over 40 clients covering 7 states.
- Scheduling, Human Resources and Resource Management for 6980 billable manhours in the field during 2021.
- Compliance administration for safety and training requirements for specific jobs e.g. LGE/KU, Hartsfield-Atlanta Jackson Airport, Fort Knox, USACE Bluestone Dam.

Previous Personal Employment:

- 2015 Logistics Manager – L.E. Gregg Associates, Personnel logistics for IBC special inspectors, coordination and management of contracts, field reports, correspondence for all CMT projects, contractor and client relations, project report distribution, Project Management of Residential Projects including Site visits and often CMT inspections for sanitary and stormwater placement.
- 2005 Owner of a Commercial Cleaning Company servicing Central Kentucky for various medical offices. We were regulated by HIPPA regulations regarding document handling and disposal, as well as higher standard cleaning procedures.
- 2009 Apple Senior Product Specialist for iPhone, iPad - complex technical support to Apple customers on Apple products, systems, peripherals, and software.



EDUCATION

Pikeville College (now University of Pikeville)
B.S. Computer Science and Mathematics

Sullivan College (now Sullivan University)
A.S. Paralegal Studies

CERTIFICATES

West Virginia Department of Transportation
Construction Management Program

Kentucky Office of Occupational Safety and Health - Department of Workplace Standards
Certificate for OSHA Safety and Workplace Management



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/23/2021

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

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

PRODUCER MANN SUTTON and MCGEE 1353 Leestown Rd. Lexington KY 40508		CONTACT NAME: Keeley Young PHONE (A/C, No, Ext): (859) 225-3661 E-MAIL ADDRESS: keeley@msmltdins.com FAX (A/C, No): (859) 225-8351	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Motorist Insurance	NAIC # 13331
		INSURER B: Brickstreet Mutual Insurance Company	00417
		INSURER C: Travelers Insurance Company	25674
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Abbie Jones Consulting PCS 1022 Fontaine Rd. Lexington KY 40502-1828			

COVERAGES**CERTIFICATE NUMBER:** CL2162302378**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			5000121653	06/23/2021	06/23/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>			5000121653	06/23/2021	06/23/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$			5000121911	06/23/2021	06/23/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A <input checked="" type="checkbox"/>		N/A	WCN6004272	06/23/2021	06/23/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			105638436	06/23/2021	06/23/2022	Per Claim 2,000,000 Per Aggregate 2,000,000

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

CERTIFICATE HOLDER

Abbie Jones Consulting, PSC 1022 Fontaine Road Lexington KY 40502

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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