



# Lexington-Fayette Urban County Government

## Request for Proposals

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #51-2023 RFQ for Odor Control Master Planning** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **January 11, 2024**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

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

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

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

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

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

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

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

## **Laws and Regulations**

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

## **Equal Employment Opportunity**

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

## **Kentucky Equal Employment Opportunity Act**

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to

his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

## **LFUCG Non-Appropriation Clause**

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

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

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

## **Contention Process**

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

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

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



## AMERICAN RESCUE PLAN ACT

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

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

**The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:**

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

- (2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*
- (3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*
- (4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

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

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

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

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

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

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

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

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

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

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

15. *Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:*

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
  - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
  - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

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

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

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

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Signature

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Date

**SELECTION CRITERIA:**

1. Professional qualifications and experience of the team with architectural and engineering services throughout the design and construction phases. 25
2. Demonstrated understanding of the project requirements. Including past experience with similar projects and building systems. 25
3. Capacity of the team to perform the work within the time limitations. Illustrated by the current volume of work in progress. 20
4. Past record and performance on contracts with the LFUCG, other governmental agencies, and private industry with respect to such factors as cost control, quality of work, and ability to meet schedule requirements. 5
5. Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm. 5
6. Fees 20

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

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

## Affirmative Action Plan

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

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

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

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

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

## **AFFIDAVIT**

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

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

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

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

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

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

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

**Continued on next page**



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

Further, Affiant sayeth naught.

\_\_\_\_\_

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

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

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

by \_\_\_\_\_ on this the \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_.

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

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

## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

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

### The Law

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

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

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

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

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

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

Bidders

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

\_\_\_\_\_  
*Signature*

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

\_\_\_\_\_

**WORKFORCE ANALYSIS FORM**

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

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

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

*(Name and Title)*

*Revised 2015-Dec-15*

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

Firm Submitting Proposal: \_\_\_\_\_

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

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

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

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

**Lexington-Fayette Urban County Government**  
**MWDBE PARTICIPATION GOALS**

**A. GENERAL**

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

**B. PROCEDURES**

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

**C. DEFINITIONS**

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

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

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

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

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

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



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

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

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

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

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



## MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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



**LFUCG MWDBE PARTICIPATION FORM**

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

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**LFUCG MWDBE SUBSTITUTION FORM**

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

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**MWDBE QUOTE SUMMARY FORM**

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

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

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

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

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

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

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## LFUCG STATEMENT OF GOOD FAITH EFFORTS

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## **GENERAL PROVISIONS**

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

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

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

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
  - (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according

- to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
  - (d) Failure to diligently advance the work under a contract for construction services;
  - (e) The filing of a bankruptcy petition by or against the contractor; or
  - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

#### B. At Will Termination

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

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

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

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Signature

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Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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

**FINANCIAL RESPONSIBILITY**

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

**INSURANCE REQUIREMENTS**

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

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability aggregate (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million or \$2 million combined single limit
Auto Liability	\$1 million per occurrence
Worker’s Compensation	Statutory
Employer’s Liability	\$100,000
Professional (E&O Liability)	\$1 million per claim

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. 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.
- d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most



current Best's Key Rating Guide shall be deemed automatically acceptable.

### Renewals

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

### Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.** Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

### Safety and Loss Control

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

### Verification of Coverage

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

### Right to Review, Audit and Inspect

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

### **DEFAULT**

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

**Scope of Services RFP #51-2023  
Request for Qualifications (RFQ) and Hourly Rates for  
2024 - 2029 Odor Control Master Planning  
Lexington-Fayette Urban County**

**Background**

Over the last several years, the Lexington-Fayette Urban County Government (LFUCG) has experienced escalating sanitary sewer odor complaints. Complaints occur year-round but escalate dramatically between the months of August and November. Complaints often focus on the two wastewater treatment plants but can also be attributable to the collection and conveyance system due to long detention times in the system. Relevant facts about LFUCG's sanitary sewer system are listed in Appendix A.

**Goals and Objectives**

LFUCG is focused on developing and implementing a continuously proactive odor control program that ensures the following:

1. That the air quality treatment control processes we are currently using are working effectively.
2. That the program maintains a system-based plan that routinely assesses vulnerabilities and proactively implements solutions to those vulnerabilities.
3. That performance monitoring equipment which validates the applicable elements of items 1 and 2 are installed and maintained.
4. That program elements are effectively communicated to the public so that a consistent means of public engagement and participation is achieved.

The following questions, once examined, should also be incorporated into the long-term plan as applicable.

1. Are seasonal temperature inversions contributing to the escalation in complaints and are there programmatic changes that can be implemented to mitigate the impact?
2. What changes can be made to the collection and conveyance system that mitigate the impact of seasonal low flows at the treatment plants and large pumping stations?

**It is Lexington's intention to select a professional team of engineers and scientists that can help Lexington achieve its sewer odor control goals and objectives. Selection of this team will be qualifications based, so the proposer is strongly encouraged to demonstrate practical experience in meeting the stated goals and objectives. The proposer's estimate fee for providing design, bidding assistance and construction management services for fast-track capital improvements, as described in Appendix B, will also be a contributing factor in recommending award.**

## **Odor Risk Summary**

Responses to this RFQ should be responsive to the stated goals and objectives and describe, in greater detail, how the responder would be responsive to the site-specific odor risks discussed below:

**Site Specific Risk # 1  
Town Branch WWTP  
301 Jimmy Campbell Lane  
(Refer to Exhibit 1)**

Odor control in the form of activated carbon is provided at five locations within the campus:

- Headworks – Calgon Type IVP granular activated carbon unit, in service for approximately 25 years.
- North Primaries – ECS Environmental Solutions VX-4800 unit with water regenerable 4X8 mesh - in service for approximately 2 years.
- South Primaries - ECS Environmental Solutions VX-4800 unit with water regenerable 4X8 mesh - in service for approximately 2 years.
- Scum Facility - ECS Environmental Solutions, no model name plate, 1500 CFM. unit in service for approximately 6 months.
- Gravity Thickeners - ECS Environmental Solutions VX Carbon Adsorber unit in service for approximately 4 years.

The plant is largely surrounded by industrial property but does have two residential neighborhoods located within a mile radius of the facility. The closest residential unit is less than 500 feet away from the aeration basins. Due to escalating complaints, Lexington believes that, at a minimum, the following actions will be required of the consultant:

1. The installation of equipment monitoring that records inlet and exhaust hydrogen sulfide readings for all current and future odor control equipment.
2. The development and calibration of an AERMOD air dispersion model that predicts how odor can migrate off-site within a three-mile radius of the plant. The model should take into account the impact of seasonal changes and temperature inversions.
3. Evaluate stack heights and their impact on each piece of equipment's ability to disperse odor safely into the atmosphere.
4. Complete an odor risk assessment for the solids processing building.
5. Complete an odor risk assessment for the primary effluent pump station discharge channel.
6. Other investigations and analysis as directed.

As described in Appendix B and as a component of this contract, Lexington is requesting design/bid/construction management services to replace the North and South Primaries odor control systems. Lexington is initiating this early action project because the Fall 2023 odor investigation revealed these systems as a “weak link” in providing improved performance in 2024.

**Site Specific Risk #2**  
**West Hickman WWTP**  
**272 West Hickman Plant Road**  
**Nicholasville, Kentucky**  
**(Refer to Exhibit 2)**

Odor control in the form of activated carbon is provided at two locations within the campus:

- Headworks – Dual ECS units, in service for approximately 3 years
- Gravity Thickeners – Dual Calgon units, in service for over 25 years

Odor control in the form of wet scrubbers is provided at two locations within the campus:

- Aerated Sludge Holding (ASH) tanks- Siemens LP-3500 wet scrubber that's approximately nine years old. Preliminary investigation has revealed that this scrubber is no longer functioning as a dual stage caustic / chlorine scrubber.
- Solids Processing - Siemens LP-7080-XL wet scrubber that's approximately nine years old. Preliminary investigation has revealed that this scrubber is also no longer functioning as a dual stage caustic / chlorine scrubber.

The plant is located in a rural area that continues to experience residential growth. The closest residential unit is now approximately 1,000 feet away from the Solids Processing Building. Due to escalating complaints, Lexington believes that, at a minimum, the following actions will be required of the consultant:

1. The installation of equipment monitoring that records inlet and exhaust hydrogen sulfide readings for all current and future odor control equipment.
2. The development and calibration of an AERMOD air dispersion model that predicts how odor can migrate off-site within a three-mile radius of the plant. The model should take into account the impact of seasonal changes and temperature inversions.
3. Evaluate stack heights and their impact on each piece of equipment's ability to disperse odor safely into the atmosphere.
4. Complete an odor risk assessment for the recycle pump station.
5. Other analysis and investigations as directed.

As described in Appendix B and as a component of this contract, Lexington is requesting design/bid/construction management services to replace the gravity thickener and ASH tank odor control systems. Lexington is initiating this early action project because the Fall 2023 odor investigation revealed these systems as a "weak link" in providing improved performance in 2024.

**Site Specific Risk #3**  
**Town Branch WWTP Service Area Hot Spots**  
**(Refer to Exhibit 3)**

Odor complaints in the Town Branch WWTP service area come from multiple sources but three specific areas are considered hot spots requiring unique attention.

1. Townley neighborhood – constructed in the last 20 years, odor complaints from this neighborhood are most attributable to its proximity to the WWTP. Odor risk abatement is believed to WWTP driven with minimal risk of cross connections within the collection system.
2. Meadowthorpe neighborhood – the neighborhood dates back to the 1940’s, with homes originally served by on-site septic systems. Public sewers were installed in the 1970’s. Proximity to the treatment plant is a concern but, given the post development installation of public sewers, the existence of improper sewer connections should be investigated in addition to odor control improvements at Town Branch WWTP.

The selected consultant will be required to coordinate a 2024 smoke testing investigation for the Meadowthorpe neighborhood.

3. Lisle Industrial / Forbes Road Industrial Area – multiple parcels within this area are not listed as having public sewer service and the city does not fully understand if and how sanitary sewer service exists for these structures. A better understanding of how these buildings function is necessary to validate their potential contribution to odor complaints.

The consultant will be required to coordinate assessments of all occupied parcels currently not connected to the public sewer system.

**Site Specific Risk #4**  
**Cumberland Hill and Woodfield Neighborhood Collection System**  
**(Refer to Exhibit 4)**

Odor complaints in the West Hickman WWTP service area come from multiple sources but two specific areas are considered hot spots requiring unique attention.

1. Woodfield neighborhood – multiple addresses near Hobbs Way and Forest Lake Drive have reported odor issues in 2023. On at least two separate occasions, state air quality inspectors using Nasal Ranger equipment have detected odor exceeding the secondary ambient air quality standard. This neighborhood has been constructed in the last 20 years, odor complaints from this neighborhood are likely most attributable to its proximity to the WWTP but cross-connection potential should not be ruled out.

The selected consultant will be required to coordinate a 2024 smoke testing investigation for the Woodfield neighborhood.

- Cumberland Hill neighborhood – multiple addresses in the 900 block of Charwood Drive have reported odor issues in 2023. Over the years, Cumberland Hill has had an extensive history with odors, likely due to their proximity to West Hickman WWTP and the West Hickman 1 Trunk Sewer. This neighborhood was developed over 25 years ago, odor complaints from this neighborhood could be attributable to a variety of sources.

The selected consultant will be required to coordinate a 2024 smoke testing investigation for the Cumberland Hill neighborhood. The selected consultant will also be tasked with evaluating the feasibility of installing “P traps” on the 8-inch collector sewers serving the neighborhood.

**Site Specific Risk #5**  
**West Hickman 1 Trunk Sewer System**  
**(Refer to Exhibit 5)**

The West Hickman 1 Trunk Sewer System is the primary sewer trunk upstream from West Hickman WWTP. It receives flow from two Class A pumping stations and a gravity service area of nearly 870 acres. Aside from the West Hickman WWTP, this trunk sewer system and the pumping stations directly discharging to it are potentially the greatest source of odors impacting densely populated areas between Man O War Blvd. and the plant.

Lexington is concerned that this trunk sewer “breathes” in such a way that odors escape multiple points and becomes trapped in the valley beginning at the plant and extending upstream. The selected consultant will be required to evaluate this “theory” and provide recommendations of how to maintain a negative pressure on the system to the point of delivering odorous air to a treatment point.

**Site Specific Risk #6**  
**Various Class A Sanitary Pump Stations**  
**(Refer to Exhibit 6)**

The following Class A pump stations have the most “history” as odor sources and/or odor generators. A complete list of Lexington pump stations is provided as Exhibit 6.

Pump Station	Address	Station Odors	ARV / Discharge Odors
East Hickman	3316 Buckhorn Drive	X	X
Lower Town Branch	3231 Leestown Road	X	
South Elkhorn	2500 Bowman Mill Road	X	X

The consultant will be tasked with evaluating the odor contribution of these stations with the primary early emphasis on chemical treatment of station effluent and its impact on air release valve discharges for all Class A sanitary pumping stations.

**Site Specific Risk #7**  
**Key Sanitary Manhole Carbon Inserts Locations**  
**(Refer to Exhibit 7)**

Lexington has historically utilized CHEMTREAT as an odor control method at key manholes and air release valves (ARVs). The current list of these locations is provided in Exhibit 7. The origin of this list is uncertain and is assumed to be complaint driven.

The consultant will be tasked with evaluating each of these sites and examining:

- The likely purpose of treating each location.
- The viability of continued treatment of each location.
- The benefit of adding or relocating treatment locations.
- Alternative treatment options for each location.

**Other Odor Risk Factors Requiring Evaluation**

During the fall of 2023, Lexington staff engaged numerous citizens who are experiencing either occasional or frequent sewer odor problems. Those engagements led to questions that remain unanswered because they require more detailed evaluation. In addition to work associated with the Site-Specific Risk locations described above, the consultant will be tasked with evaluating and responding to the following questions.

1. If low flows and the lack of rain are the root cause of seasonal odor complaints, why doesn't the city add more fresh water to the sewer system by:
  - a. Purchasing water from Kentucky American Water Company (KAWC) and adding it at key locations during key times of the day?
  - b. Working with KAWC to integrate the hydrant flushing program with adding fresh water to the system?
  - c. Sending reclaimed plant effluent back up into the system to augment low flows?
2. How does typical fall weather impact the escalation of complaints?
  - a. What can be done at the treatment plants to overcome the impacts of temperature inversions?
  - b. Are exhaust stacks too low and trapping odor in the valleys when winds subside and the surface temperature cools at night?
  - c. Can odorous air be stored at night and then treated for release during the warmer daylight hours?
3. What is the odor impact of pump station discharges, are pumps stopping and starting so frequently that the air release valves are constantly discharging odorous air?
4. How is Lexington adding chemicals at key pump stations and is it effective in reducing / preventing odors?

## **Odor Control Communication Plan**

Working with Lexington's Government Communication staff, the consultant will be expected to participate in the development of an Odor Control Communications Plan.

## **Minimum First Year Meetings and Presentations Schedule**

1. One in person system orientation / project kick-off session (one to three day period).
2. Monthly virtual progress meetings with Division of Water Quality staff.
3. Four (4) recorded project update presentations suitable for posting on YouTube.
4. Two (2) town hall styled meetings with the public held within the same week (venue secured by Lexington).

## **Fee Considerations**

- Fees for services rendered under the executed contract should be based on the fee schedule provided with the proposal.
- Consultant travel cost is capped at \$250 per day per team member and is applicable only to those team members located more than 100 miles from Lexington. Coach air fare costs will be approved on a case-by-case basis. Expenses above the cap are the responsibility of the consultant. Lexington reserves the right to limit the travel of team members who are not substantively contributing to a specific outcome.
- A travel budget for Lexington team members will be established during the contract award phase. The purpose of this budget will be to make site visits, when necessary, to better understand applicable technology used by other odor generating facilities.

## **List of Exhibits**

1. Town Branch WWTP layout
2. West Hickman WWTP layout
3. Collection System Map – Meadowthorpe and areas in direct proximity to TW WWTP
4. Collection System Map – Woodfield and Cumberland Hill
5. West Hickman 1 Trunk Map
6. Key Class A Pumping Stations
7. Key Manhole Carbon Inserts List
8. Statement of hourly rates form
9. Task Order form

## **General Submittal Requirements**

Individual Statement of Qualifications (SOQ's) should be submitted as required by the Division of Central Purchasing and further described in prior sections of this solicitation. SOQs shall be no more than forty – five (45) pages, excluding tabs/dividers, and shall be structured as follows:

1. Letter of Transmittal (one page maximum)
2. Firm Qualifications (fifteen pages maximum)



- Provide an executive summary explaining why the team should be selected to provide services for this project, along with general information about the team (prime and subconsultants) related to their history and general qualifications. The executive summary should describe any unique qualifications provided by the firm that demonstrate proficiency in completing the tasks associated Goals and Objectives stated in the advertisement. Emphasis on the Project Manager’s experience in these areas is of utmost importance and will be viewed favorably over experience of the firm. Individuals offered as subject matter experts will be expected to actively participate in the success of the program. Substitution is lesser qualified individuals could lead to termination of the contract.
3. Project Team (fifteen pages maximum)
    - Provide an organizational chart identifying the project manager(s), project engineers, surveyors, geotechnical sub-Consultant (as necessary), Disadvantaged Business Enterprise (DBE) Firm / Minority Business Enterprise Firm (MBE), and others as required. The identified team members must have measurable experience and contributions associated with the Firm Reference Projects identified in Item 5 below. The organizational chart should clearly indicate the services to be provided by all sub-Consultant firms. Include locations and one-page resumes of key project team individuals that will be providing substantial contributions to work products. This section shall also include a Risk Management Plan for substitute staffing in the event that key staff leaves the project team prior to completion of any Task Order.
  4. List of Three (3) Clients for which similar work has been performed (one page maximum)
    - Provide client name, contact person, contact phone number, and email address, and identify by name similar projects completed for each client.
  5. Four (4) Firm Reference Projects (eight pages maximum)
    - Provide the project name, date, services provided, and a project description detailing the scope of the project and project construction cost. List only those projects where a key member of the project team provided a substantive contribution to the project completion.
  6. Local Office (one page maximum)
    - Statement of presence of local office(s) for all firms comprising a Project Team, when the local office was established, local office staffing (number in each local office), and local office utilization (estimated percent of potential project services to be performed by the local offices). “Local office” shall be defined as being located in Fayette County Kentucky or a county whose boarder is contiguous with Fayette County (Franklin, Scott, Bourbon, Clark, Madison, Jessamine or Woodford counties).
  7. Disadvantaged Business Enterprise (DBE) Involvement (one page maximum)
    - Provide a statement regarding the commitment to meeting the goals of LFUCG’s DBE program (see below).
  8. Statement of Hourly Rates (one page maximum - format provided)
    - Provide detailed information regarding the hourly rate for all personnel expected to work on the project(s), including project managers, project engineers, engineering/CAD technicians, clerical and two-man survey party crews. Hourly rates should be clearly

assigned to all position titles that are identified on the Project Team section. This hourly rates will be the fee basis for any additional work requested by LFUCG.

9. Lump Sum Fee Estimate Appendix B Scope (one page maximum)

**Contract Duration**

The contract term will be for 365 days as measured from the Mayor’s signature date on the contract. There will be no more than four (4) annual renewals following the initial 365 day term. Renewals must be approved by the Urban County Council.

**Method of Invoice and Payment**

The Consultant shall submit monthly invoices for basic services or work rendered. Each invoice shall show the amount to be paid, the subtotal of all prior invoices, and the LFUCG Purchase Order Number against which the invoice is to be charged and note the portion of the amount invoiced that is for work performed by a DBE subcontractor. The Division of Water Quality - Project Manager will either approve or deny each invoice within fourteen (14) calendar days of receipt.

**Stop Work Notice**

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

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

**Disadvantaged Business Enterprise (DBE) Notice**

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of work conducted in this program be subcontracted to DBEs. The goals for the utilization of certified DBEs as subcontractors are recommended goals. Consultants who fail to meet such goals will be expected to provide written explanation to the EEO Officer and the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goals, and the extent to which they

are successful in accomplishing the recommended goals will be a consideration in the procurement process. For assistance in locating DBE subcontractors contact the following Urban County Government agency:

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

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

# APPENDIX A

Lexington's sanitary sewer system is a separate system (no combined sewers) serving a population of approximately 322,000 within a service area of 85 square miles. The service area includes two wastewater treatment plants serving eight geographic sewersheds.

Town Branch WWTP – 30 MGD organic capacity serving the following sewersheds

- Town Branch
- Wolf Run
- Cane Run
- North Elkhorn

West Hickman WWTP – 33.8 MGD organic capacity serving the following sewersheds

- West Hickman
- East Hickman
- South Elkhorn
- Boone Creek

The collection and conveyance system is composed of the following LFUCG maintained assets (all quantities are approximate):

- 1,320 miles of gravity sewer lines, 4-inch to 96-inch in size
- 69 miles of sanitary force mains, 2-inch to 36-inch in size
- 37,417 manholes
- 75 pumping stations
- Five (5) Wet Weather Storage (WWS) Complexes (tank / diversion pump station)
- One (1) WWS tank at Town Branch WWTP
- Two (2) WWS tanks at West Hickman WWTP

LFUCG wastewater pumping stations are divided into four (4) classes based on the pumping capacity. The numbers of wastewater pumping stations in each class are as follows:

- Class A – 3,000 GPM and greater (8 pumping stations)
- Class B – 1,000 GPM to 2,999 GPM (6 pumping stations)
- Class C – 75 GPM to 999 GPM (47 pumping stations)
- Class D – less than 75 GPM (14 pumping stations)

**APPENDIX B**  
**Professional Engineering Services**  
**West Hickman WWTP Solids Storage Odor Control**  
**Town Branch WWTP Primary Clarifier Odor Control**  
**Upgrades**

**Background**

Lexington's West Hickman Wastewater Treatment Plant (WH WWTP) is located at 645 W. Hickman Plant Road., Nicholasville, Kentucky. The plant has a history of odor complaints, likely due to its proximity to residential properties and the topography of the area.

Lexington's Town Branch Wastewater Treatment Plant (TB WWTP) is located at 301 Jimmy Campbell Lane, Lexington Kentucky and has also experienced an escalation in odor complaints.

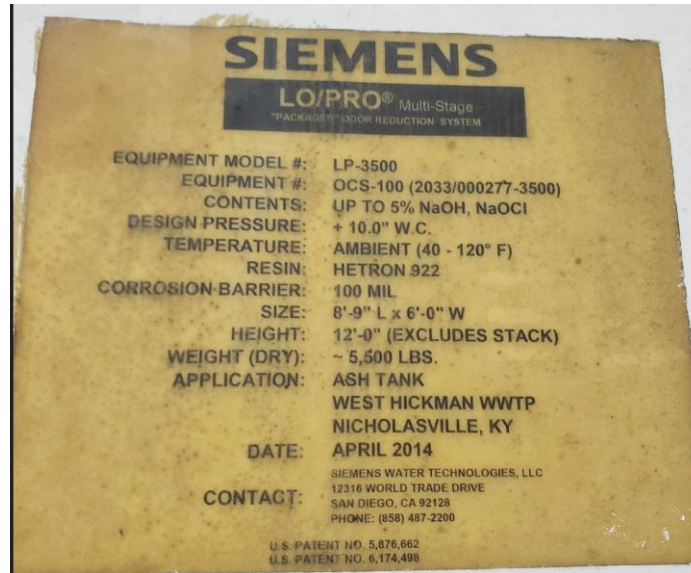
Lexington is in the beginning stages of a system wide overhaul of its municipal wastewater odor control systems and has identified the West Hickman solids storage complex and the Town Branch primary clarifiers as productive early action projects for the near-term reduction in odor releases that generate complaints.

**WH WWTP Gravity Thickeners**



The existing gravity thickener odor control system is activated carbon installed around 1990 with 29,585 pound (max.) dual vessels containing Hetron 922 resin. The condition of the carbon is unknown other than replacement for one vessel reportedly occurred about 18 months ago.

## WH WWTP Aerated Sludge Holding (ASH) Tanks



The ASH tanks came into service around 2002 but were not regularly used due to alleged odor issues. Two ASH tanks were equipped with aluminum covers around 2015, with odor control provided by a dual stage wet scrubber manufactured by Siemens Corporation. The dual stage design using bleach and caustic soda has been compromised and now the unit appears to be operating as a single stage using the Evergreen process provided by Source Technologies.

## TB WWTP Primary Clarifiers



The primary clarifiers at TB WWTP are configured as follows:

South Bank – units 1 thru 6  
North Bank – units 7 thru 12

The influent and effluent channels for each bank are covered with solid aluminum panels. Odorous air from each bank is collected and treated by one (1) ECS Environmental Solutions VX-4800 activated carbon unit (south bank in photo). Recent data collection has revealed that these units lack the capacity to effectively remove the hydrogen sulfide levels that exist under the channel covers.

The objective of this project is to design and install replacement equipment for the equipment identified above that is capable of reliably removing the expected hydrogen sulfide (H<sub>2</sub>S) levels. The target performance is to:

- Maintain a constant negative pressure on the covered tanks and channels,
- Collect 100% of the odorous air for subsequent treatment by an odor control system operating year-round.
- Be equipped with system performance measures (inlet and outlet hydrogen sulfide concentrations, pressure differentials, etc.) that can be easily monitored / recorded, at a minimum, on a daily basis.
- Achieve 99% removal of hydrogen sulfide.

Samples collected on November 28, 2023 recorded hydrogen sulfide levels at these locations.

**Table 1**

Location	H <sub>2</sub> S Concentration (ppm)
WH WWTP Gravity Thickeners	10
WH WWTP ASH Tanks	29
TB WWTP N Primaries	36
TB WWTP S Primaries	31

The original design criteria for the N and S Primaries contained both an average and peak loadings recorded in 2021.

**B. Performance Requirements: Provide two systems which shall be designed for the following operating conditions and shall meet the following performance criteria:**

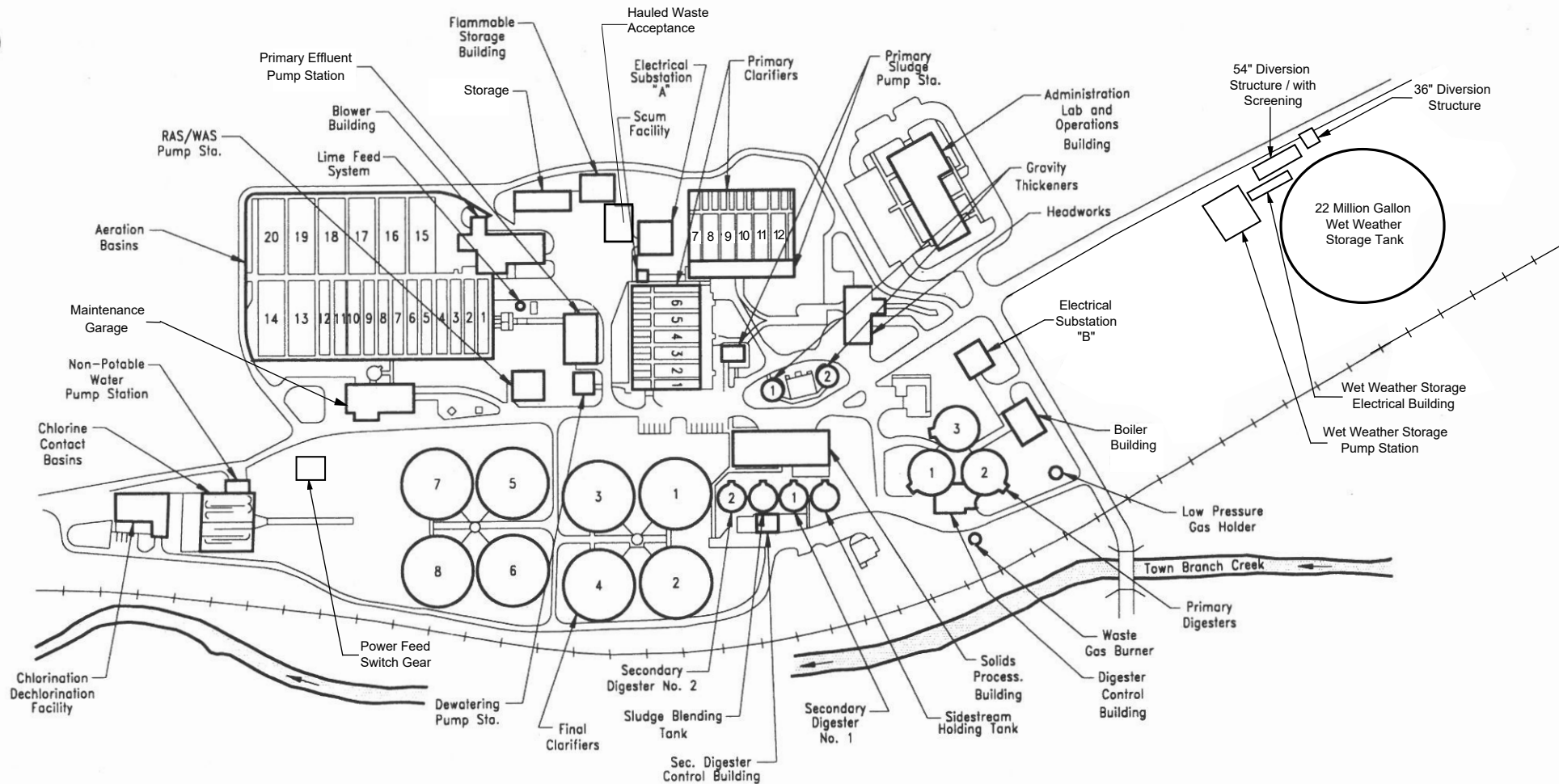
1. Maximum air flow rate: 4,800 cfm each.
2. Average inlet H<sub>2</sub>S concentration: 38 ppm.
3. Peak inlet H<sub>2</sub>S concentration: 257 ppm.
4. Minimum removal efficiency: 99.0% removal of H<sub>2</sub>S, 90% removal of odor units (OU).

## Scope of Services

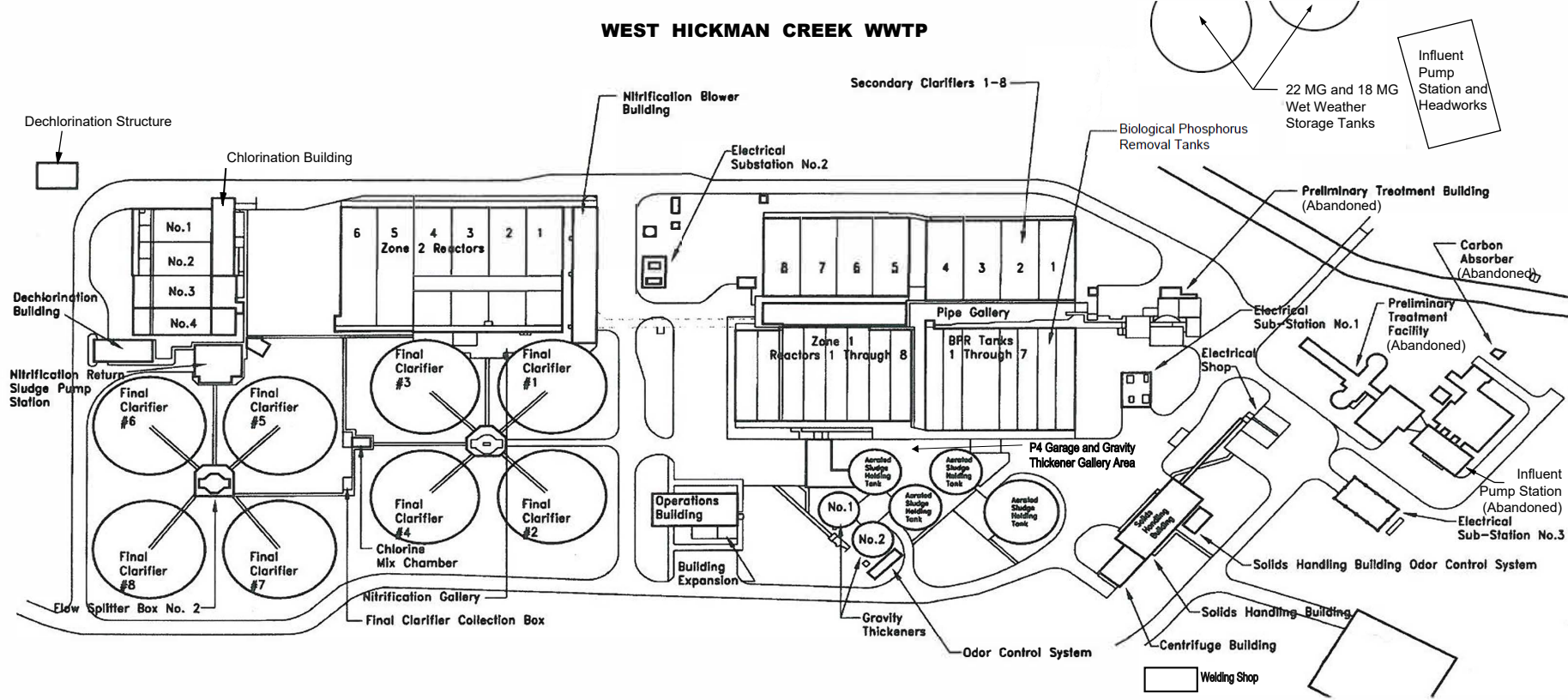
1. **TASK 1:** Meet with the project team to develop and refine a project approach strategy that should include:
  - a. Completing a thorough review of available record drawings to establish baseline operational data.
  - b. Completing geometric measurements to verify that record drawing data matches actual field conditions.
  - c. Reviewing any additional sampling results obtained by LFUCG.
  - d. Reviewing, evaluating and selecting odor control equipment / strategies that can obtain a minimum removal efficiency of: 99.0% removal of H<sub>2</sub>S and 90% removal of odor units (OU).
  - e. Preparing a letter report intended to establish a basis and fee for the design / bidding / construction management services needed to replace the odor control equipment serving the four locations listed above.
  
2. **TASK 2:** Using the letter report contents, the hourly rates provided in the Statement of Qualifications and direction provided by the DWQ project manager, execute all design, bidding and construction management services necessary for the installation of LFUCG approved odor control alternatives serving the four (4) locations listed in Table 1.



# TOWN BRANCH WWTP



# WEST HICKMAN CREEK WWTP





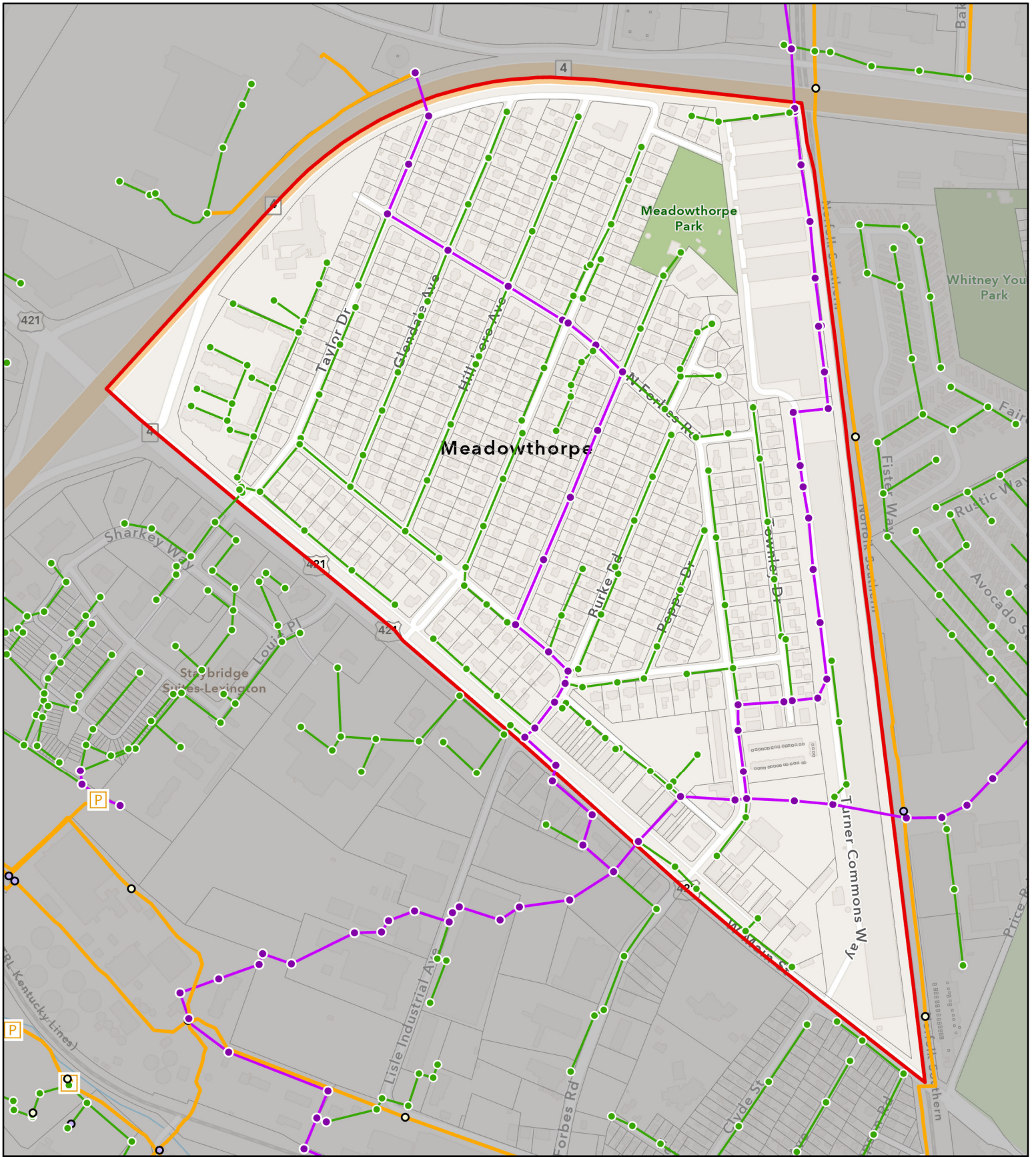


Exhibit 3

# Smoke Testing RPQ Areas

Project Area: Meadowthorpe Neighborhood (267 Acres)

— Collection Pipe   
 — Trunk Sewer   
 — Force Main



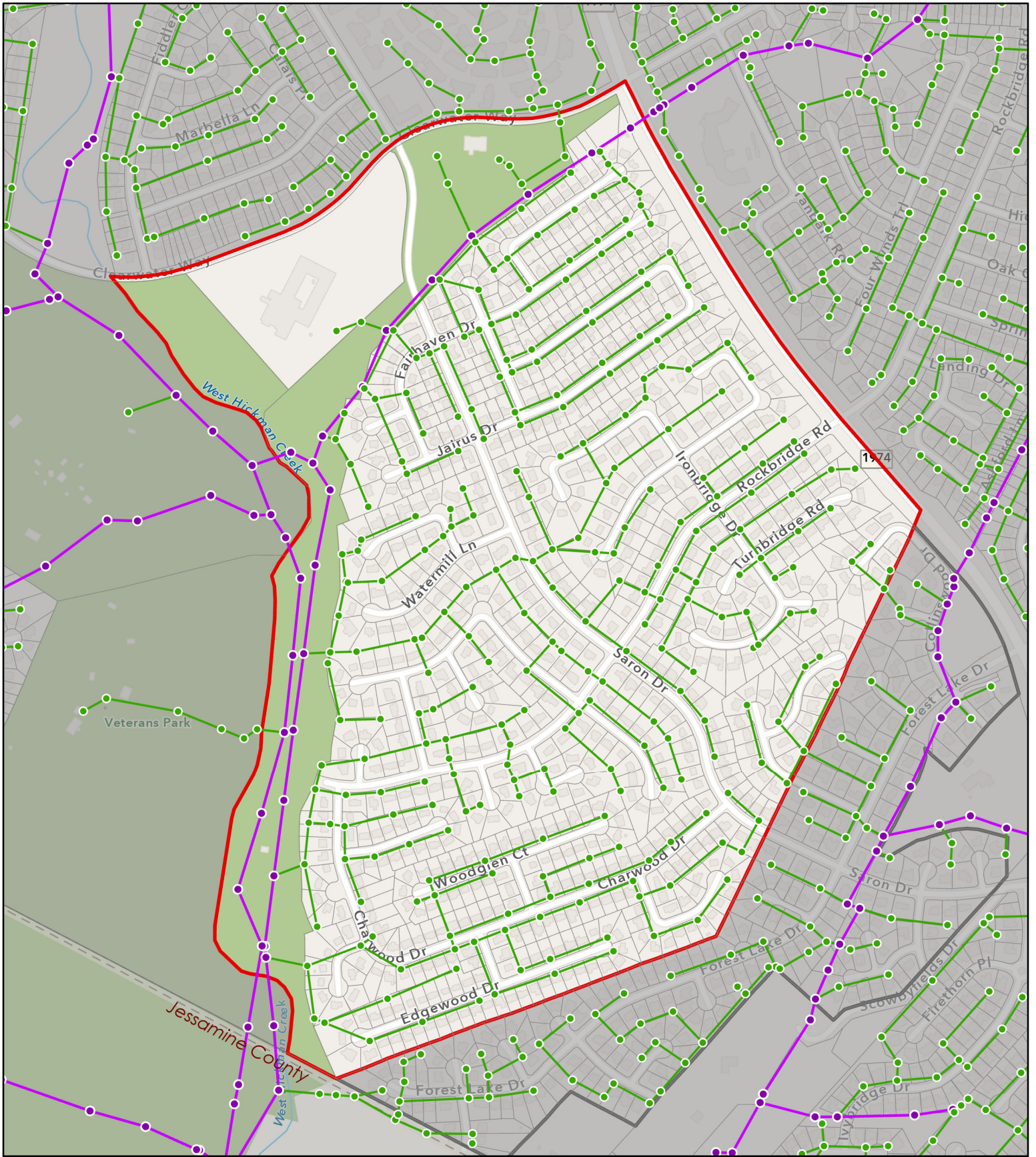


Exhibit 4

# Smoke Testing RPQ Areas

**Project Area:** Cumberland Hill Neighborhood (296.9 Acres)

— Collection Pipe — Trunk Sewer



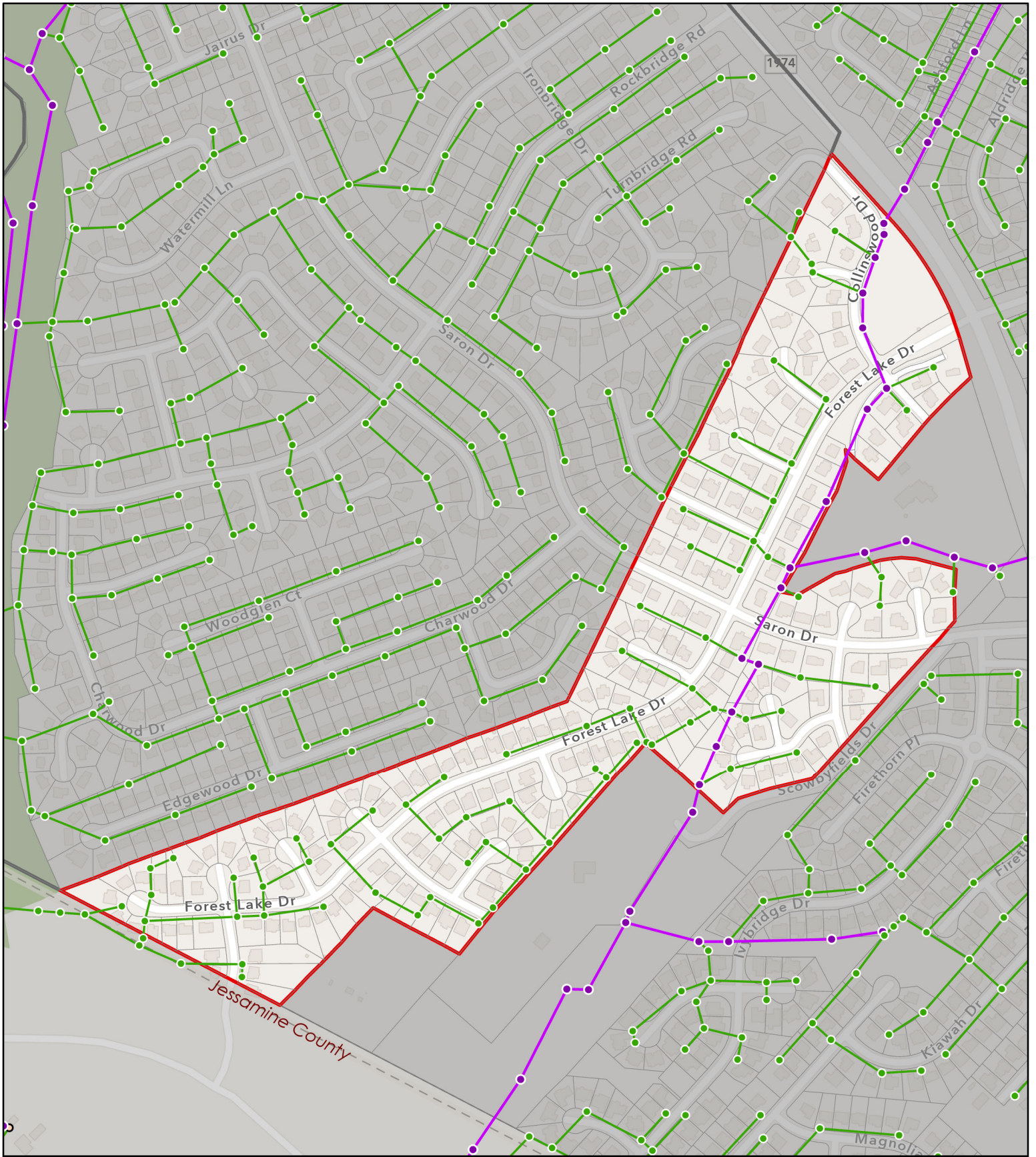


Exhibit 4

## Smoke Testing RPQ Areas

Project Area: Woodfield Neighborhood (72 Acres)

— Collection Pipe — Trunk Sewer



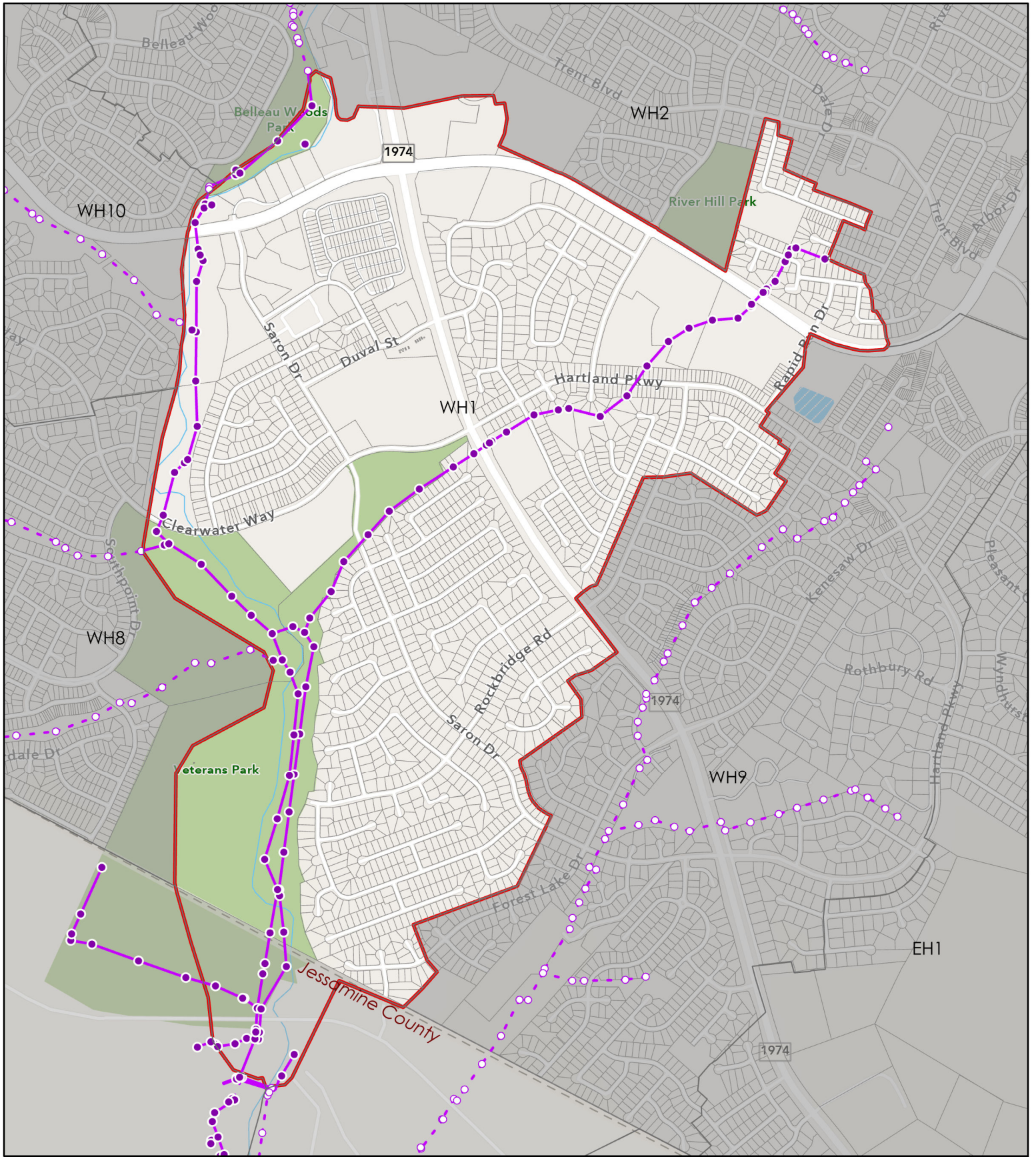


Exhibit 5

# Smoke Testing RPQ Areas

West Hickman 1 Sewershed (871.1 Acres)

— WH1 Trunk Sewer    - - - Other Trunk Sewer

### Connected Sewersheds in Total Acres

East Hickman:	7,511.9
South Elkhorn:	7,332.2
West Hickman:	11,519.6
<b>Total:</b>	<b>26,363.7</b>

# EXHIBIT 6

2023 SORP  
List of Pumping Stations  
Appendix A

	NAME	ADDRESS	CLASS	INSTALLATION DATE
1	ARMORY	4309 AIRPORT RD	D	1996
2	*ARMSTRONG MILL ROAD	2755 ARMSTRONG MILL RD	B	1984
3	BAKER COURT	1331 BAKER CT	D	2019
4	BLUE SKY	301 UNITED CT	C	2014
5	BLUEGRASS FIELD	1031 AIR FRIEGHT DR	B	2011
6	BOONESBORO MANOR	5335 Athens Boonesboro RD	D	2016
7	BRACKTOWN	210 BETTY HOPE LN	C	2008
8	CISCO ROAD	109 CISCO RD	D	2002
9	CLAY'S MILL	3330 CLAY'S MILL RD	D	1990
10	DEEP SPRINGS	469 ANNISTON DR	B	2012
11	DIXIE	1459 HUNTSVILLE DR	C	2012
12	DOTSON PROPERTY	2828 SPURR RD	C	2004
13	EA3	1181 PROVIDENCE PLACE PKWY	A	2019
14	EAST HICKMAN	3316 BUCKHORN DR	A	2020
15	EAST HICKMAN	3316 BUCKHORN DR	WWS	2020
16	ELECTRONICS PARK	609 BIZZEL DR	C	1965
17	FINCASTLE	1711 CLAYS SPRING LN	C	1950's
18	GEORGETOWN FIRE	1136 FINNEY DR	C	1972
19	GOVERNMENT CENTER	200 E MAIN ST	C	1987
20	GREENBRIER #2	3592 WINCHESTER RD	C	1981
21	GRIFFIN GATE	1960 STANTON WAY	C	2011
22	GRINDER	4260 AIRPORT RD	D	1980
23	HALEY PIKE	4216 HEDGER LN	C	2009
24	HAMBURG PLACE	1936 PAVILION WAY	C	2014
25	HARBOR FREIGHT	1393 E. NEW CIRCLE RD	C	2007
26	HARTLAND #1	3630 TIMBERWOOD LN	C	2016
27	HARTLAND #2	2140 LEAFLAND PL	C	2023
28	HARTLAND #3	4904 HARTLAND PKWY	C	2023
29	HORSE PARK	4020 JOHN HENRY LN	C	2000
30	JOHNSON PROPERTY	1860 MILLBANK RD	C	2006
31	KEENELAND	4091 VERSAILLES RD	C	1991
32	LAKE TOWER	543 LAKETOWER DR	C	1976
33	LAKESHORE DRIVE	550 LAKESHORE DR	C	2023
34	LANDFILL #1	1765 OLD FRANKFORT PIKE	D	2002
35	LANDFILL #2	315 JIMMIE CAMPBELL DR	D	2002
36	*LEESTOWN INDUSTRIAL	168 TRADE ST	C	1983
37	LEXINGTON MANOR	850 BYARS AVE	C	1950's
38	LEXINGTONIAN ESTATES	3300 VERSAILLES RD	D	2007
39	LIBERTY ROAD	2101 LIBERTY RD	D	2019
40	LOUDON AVE	682 E LOUDON AVE	D	1999
41	LOWER CANE RUN	1760 MCGRATHIANA PKWY	A	1994
42	LOWER CANE RUN	1760 MCGRATHIANA PKWY	WWS	2017

**Summary**

Class A Stations:	8
Class B Stations:	6
Class C Stations:	47
Class D Stations:	14
Wet Weather (WWS)	5
	80

Flow Rates	
Class A Station:	3000+ GPM
Class B Station:	1000-2999 GPM
Class C Station:	75-999 GPM
Class D Station:	0-74 GPM



2023 SORP  
List of Pumping Stations  
Appendix A

	NAME	ADDRESS	CLASS	INSTALLATION DATE
43	LOWER CANE RUN #2	2906 SULLIVANS TRCE	B	2006
44	LOWER TOWN BRANCH	3231 LEESTOWN RD	A	1999
45	MARSHALL	249 LONG BRANCH LN	C	2000
46	McCUBBIN	526 MCCUBING DR	C	1980
47	MINT LANE	1510 MAN O WAR	B	1998
48	NORTH ELKHORN	2201 ELKHORN RD	A	2009
49	NORTH ELKHORN #2	2589 WINCHESTER RD	A	2014
50	OLD PARIS PIKE	2138 OLD PARIS RD	C	2001
51	OLD PARIS PIKE #2	2021 OLD PARIS RD	D	2009
52	PALOMAR HILLS	2212 SILKTREE CT	C	1987
53	PARADISE LANE	700 Wilderness Rd	D	2017
54	PICADOME	495 PARKWAY DR	B	2001
55	PIZZA HUT	2920 TATES CREEK RD	D	1986
56	RED MILE	1101 WINBAK WAY	C	2014
57	RESERVE	5399 TATES CREEK RD	C	2009
58	RIVER PARK	1419 TRENT BLVD	C	2023
59	ROLL CALL CENTER	1793 OLD FRANKFORT PIKE	C	1992
60	SANDERSVILLE ROAD	1673 JAGGIE FOX WAY	C	1994
61	SHADELAND	857 GLENDOVER	C	1964
62	SHARKEY PROPERTY	315 LISLE INDUSTRIAL AVE	C	2003
63	SHARON VILLAGE	1985 HAGGARD CT	C	2021
64	SOUTH ELKHORN	2500 BOWMAN MILL RD	A	2010
65	SPICEWOOD	253 CHESTNUT RIDGE DR	C	2000
66	SPINDLE TOP	2330 RESEARCH DR	C	2000
67	SPURR RD	3316 SANDERSVILLE RD	C	2006
68	ST. MARTINS	959 ST MARTINS AVE	C	1963
69	THOMPSON PROPERTY	2209 WALNUT GROVE LN	C	2001
70	TOWN BRANCH	335 JIMMIE CAMPBELL DR	C	2017
71	TRAFTON	150 TRAFTON ST	C	1988
72	TRANSIT CENTER	220 EAST VINE ST	C	1992
73	UPPER CANE RUN	750 NANDINO LN	WWS	2022
74	VAUGHAN	255 S FORBES RD	C	1996
75	WALNUT GROVE	3280 HATFIELD LANE	C	2009
76	WEST HICKMAN 7 WWS	2425 RICHMOND RD	WWS Pump Station	2019
	WEST HICKMAN 7 WWS	105 QUITION COURT	WWS	2019
77	WILDERNESS TRACE	535 WILDERNESS RD	C	2007
78	WOLF RUN	689 BYRD THURMAN	A	2014
79	WOLF RUN	1104 KILRUSH DR	WWS	2016
80	WOODBINE	525 WOODBINE DR	C	1980

\* New station currently under construction



EXHIBIT 7

MANHOLE CARBON INSERTS

	<b>ADDRESS</b>	<b># OF UNITS</b>	<b>MANHOLE ID #</b>	<b>VENDOR</b>
1	Bowman Mill Road SEPS	1	SE1_5010	CHEMTREAT
2	Bowman Mill Road	1	SE09_ARV1	Inactive 2023
3	SE New	1	SE1_5009	CHEMTREAT
4	2405 Olde Bridge Lane	2	SE09_ARV2	Inactive 2023
5	2424 CreekView	1	SE1_684	CHEMTREAT
6	2424 CreekView	1	SE1_685	CHEMTREAT
7	4073 Palmetto Dr.	1	SE1_6508	CHEMTREAT
8	3980 Winthrop	2	SE09_ARV14	CHEMTREAT
9	4525 Grey Oak Ln	2	SE09_ARV20	CHEMTREAT
10	898 Fairhaven dr	1	WH1-266	CHEMTREAT
11	795 Jairus Drive	1	WH1_269	CHEMTREAT
12	3292 Eagle View Ln	1	EH4_1017	CHEMTREAT
13	161 North Eagle Creek Dr	1	EH4_55	CHEMTREAT
14	4011 Todds rd	1	EH6-482	CHEMTREAT
15	3881 Barnard dr	1	EH6-469	CHEMTREAT
16	716 Wilderness trace	1	WH7-878	CHEMTREAT
17	1669 Old Paris Pike	1	NE09_ARV9	CHEMTREAT
18	201 Price rd (tracks)	2	LCR_ARV8	Inactive 2020
19	401 Lafayette Pkwy	1	WR4_254	CHEMTREAT
20	601 West Third Street	2	NE09_ARV17	Inactive 2020
21	207 Legends Lane	1	NE09_ARV11	Inactive 2020

Updated 6/5/23DT

2024-2029  
 ODOR CONTROL MASTER PLANNING  
 EXHIBIT 8

CLASSIFICATION	EMPLOYEE NAME	ACTUAL TITLE	HOURLY RATE	
Technician	Bob Jones	Tech III	\$100	EXAMPLE
Project Manager				
Senior Engineer				
Engineer				
Sr. Environmental Scientist				
Environmental Scientist				
Technican				

2024-2029  
 ODOR CONTROL MASTER PLANNING  
 EXHIBIT 8

CLASSIFICATION	EMPLOYEE NAME	ACTUAL TITLE	HOURLY RATE	
GIS Technician				
Survey Crew				
Subcontractors				
Clerical				
Other				

The purpose of Exhibit 8 is to establish hourly rates to be used to complete Exhibit B and to complete other work issued via Task Order.

**LFUCG TASK ORDER NO. \_\_\_\_\_**  
**2024-2029 ODOR CONTROL MASTER PLANNING**  
**LFUCG RFP # \_\_\_\_\_ / RESOLUTION NUMBER \_\_\_\_\_**

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**CONSULTANT**

**OWNER**

<b>Name</b>		Lexington Fayette Urban County Government	
<b>Street Address</b>	_____	125 Lisle Industrial Avenue, Suite 180	_____
<b>City, State, Zip</b>	_____	Lexington, KY 40511	_____
<b>Contact Person</b>	_____	Charles Martin	_____
<b>Telephone</b>	_____	859-425-2400	_____
<b>Fax</b>	_____	859-254-7787	_____
<b>E-Mail</b>	_____	<a href="mailto:chmartin@lexingtonky.gov">chmartin@lexingtonky.gov</a>	_____

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

**Task Name:** \_\_\_\_\_

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

**SCOPE OF WORK/DELIVERABLES**

**SCHEDULE OF WORK**

**FEE**

**ACCEPTED BY:**

**AUTHORIZED BY:**

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

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

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

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

*Two originals of this work order shall be executed by the Consultant and returned to the Owner. A fully executed copy will be returned to the Consultant*

**LFUCG TASK ORDER NO. \_\_\_\_\_**  
**2024-2029 ODOR CONTROL MASTER PLANNING**  
**LFUCG RFP # \_\_\_\_\_ / RESOLUTION NUMBER \_\_\_\_\_**

**FEE SCHEDULE**

	<b>TASK</b>	<b>ESTIMATED FEE</b>	<b>APPROVED BY</b>	<b>DATE</b>
1				
2				
3				
4				
	<b>TOTAL</b>			