

INVITATION TO BID

Bid Invitation Number: #63-2014

Date of Issue: 03/24/2014

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **04/07/2014**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507, (859) 258-3320**

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

All bids must have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: Various locations, Lexington, KY

Bid Security Required: ___ Yes X No Performance Bond Required: ___ Yes X No
Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).

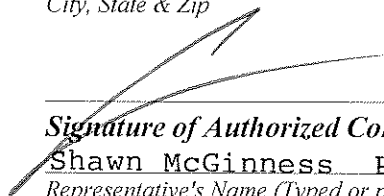
Quantity	Commodity/Service
Price Contract	Environmental Abatement Services

<u>Check One:</u>	<u>Proposed Delivery:</u>
<input checked="" type="checkbox"/> Bid Specifications Met	<u>10</u> days after acceptance of bid.
<input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	

<u>Procurement Card Usage</u>
<input type="checkbox"/> Yes The Lexington-Fayette Urban County Government will be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards?
<input checked="" type="checkbox"/> No

Submitted by: Environmental Demolition Group
Firm
3520 Turfway Rd.
Address
Erlanger, KY 41018
City, State & Zip

***Bid must be signed:
(original signature)***


Signature of Authorized Company Representative – Title
Shawn McGinness President
Representative's Name (Typed or printed)
859-363-4863 859-363-4864
Area Code - Phone - Extension *Fax #*
smcginness@edgllc.biz
E-Mail Address

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

AFFIDAVIT

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

1. His/her name is Shawn McGinness and he/she is the individual submitting the bid or is the authorized representative of Environmental Demolition Group,

the entity submitting the bid (hereinafter referred to as "Bidder").

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

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

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

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

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

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

Further, Affiant sayeth naught.

STATE OF Kentucky
COUNTY OF Boone

The foregoing instrument was subscribed, sworn to and acknowledged before me by Sandy Dietrich on this the 4th day of April, 2014.

My Commission expires: 1-14-17

Sandy Dietrich
NOTARY PUBLIC, STATE AT LARGE, KY.



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

I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

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

C. GREEN COMMUNITY

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

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

Yes X No

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

“Bid on #63-2014 Environmental Abatement Services”

and addressed to: Division of Central Purchasing
 200 East Main Street, Room 338
 Lexington, Kentucky 40507

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified /cashier’s check or Bid Bond in the amount of N/A percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been

delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified / cashier's check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the

contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

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

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

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

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

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

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

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 2 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional 3-1 year renewals upon the written agreement of the bidder and the Lexington-Fayette Urban County Government. Said agreement must be in writing and must be executed prior to the expiration of the current agreement.

- B. Price Changes (**Space Checked Applies**)
 - () 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After the first 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.

 - (XX) 2. Requests for price changes will only be allowed at the time of contract renewal. Requests shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.

 - () 3. Procurement Level Contract

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

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

- E. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

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

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

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.

GENERAL PROVISIONS OF BID CONTRACT

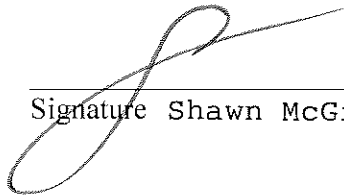
By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.

10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.
13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole

purpose of proceedings relating to these matters or any rights or obligations arising thereunder.

17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.



Signature Shawn McGinness

4/4/14

Date

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

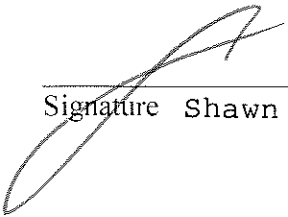
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

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

Bidders

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



Signature Shawn McGinness

Environmental Demolition Group

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Environmental Demolition Group Date: 4 / 4 / 14

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators		1	2								
Professionals		4									
Superintendents		2									
Supervisors		8		2		1					
Foremen		4		4							
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft		10		10							
Service/Maintenance											
Total:											

Prepared by: Sandy Dietrich Office Manager
Name & Title

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's. The goal for the utilization of certified MBE/WBE's as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Marilyn Clark at 859/258-3320 or by writing the address listed below:

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

Females.

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

firms to participate.

- b. Included documentation of advertising in the above publications with the bidders good faith efforts package
- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWBDE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

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

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

p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

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

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

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

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

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

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lfucg.economicengine.com>)

Business	Contact	Email Address	Phone
LFUCG	Marilyn Clark	mclark@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	ddharbut@uky.edu	
	Shiree Mack	smack@uky.edu	
Community Ventures Corporation	James Coles	jcoles@cyckv.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes@ky.gov	502-564-3601
	Sheila Eagle	Sheila.Eagle@ky.gov	502-564-3601
Ohio River Valley Women’s Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM
 Bid/RFP/Quote Reference # 63-2014

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

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Central Labor Temps	Environmental Labor Help	TBD	10%
2. Jendco Supply	Environmental Materials	TBD	5%
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.

Environmental Demolition Group Shawn McGinness
 Company Company Representative

4/4/14 President
 Date Title



LFUCG MWDBE SUBSTITUTION FORM
 Bid/RFP/Quote Reference # 63-2014

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

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

Environmental Demolition Group Shawn McGinness
 Company Company Representative
4/4/14 President
 Date Title



MWDBE QUOTE SUMMARY FORM
 Bid/RFP/Quote Reference # 63-2014

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

Company Name Environmental Demolition Group	Contact Person Sandy Dietrich
Address/Phone/Email 3520 Turfway Rd Erlanger, KY 41018 859-363-4863	Bid Package / Bid Date #63-2014 4/7/14 2:00pm

sdietrich@edgllc.biz

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
TBD							
TBD							

(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.

Environmental Demolition Group
 Company
4/4/14
 Date

Shawn McGinness
 Company Representative
President
 Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # 63-2014

Total Contract Amount Awarded to Prime Contractor for this Project TBD

Project Name/ Contract # #63-2014 Environmental	Work Period/ From: 2 years with options To:
Company Name: Environmental Demolition Group	Address: 3520 Turfway Rd. Erlanger, KY 41018
Federal Tax ID: 20-1987104	Contact Person: Shawn McGinness

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
TBD							

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.

Environmental Demolition Group Shawn McGinness
Company Company Representative

4/4/14
Date

President
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 63-2014

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

- _____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- _____ Included documentation of advertising in the above publications with the bidders good faith efforts package
- _____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- _____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- _____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- _____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- _____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- _____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- _____ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- _____ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

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

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

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

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

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

- _____ Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.

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

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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

concerning false statements and claims.

<u>Environmental Demolition Group</u>	<u>Shawn McGinness</u>
<u>Company</u>	<u>Company Representative</u>
<u>4/4/14</u>	<u>President</u>
<u>Date</u>	<u>Title</u>

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its

subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include a Products Liability, Environmental Casualty and Pollution Liability endorsements unless deemed not to apply by LFUCG.
- e. 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.
- f. 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. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

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

Safety and Loss Control

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.

Lexington-Fayette Urban County Government
Request for Bid
#63-2014 Environmental Abatement Services

SECTION ONE

1.0 GENERAL INFORMATION:

- 1.1 Definition of Parties: The Lexington Fayette Urban County Government (LFUCG) will hereinafter be referred to as the "Owner." Respondents to the bid shall be referred to as "Bidders." The Bidder to whom the Contract is awarded shall be referred to as the "Contractor."
- 1.2 Purpose: The LFUCG is seeking bids for the purpose of establishing a price contract for asbestos, lead-based paint, and mold abatement services. The LFUCG reserves the right to award contract to multiple, qualified Bidders and request a lump sum quote for each project from each Contractor based on prices submitted in bid.
- 1.3 Scope: Contractor shall undertake, perform, and complete all services, labor, equipment, supplies, materials, disposal of waste, and do everything necessary to provide the LFUCG with various asbestos abatement, lead-based paint abatement, mold abatement services and associated operation and maintenance activities. The work shall be conducted by competent and willing persons, certified and qualified in the techniques of asbestos abatement, lead-based paint abatement, mold remediation and subsequent cleaning of contaminated areas. Small-sized projects associated with renovation activities may also be included under this contract. The Contractor may also be tasked to perform activities where their expertise in the construction of enclosures, vacuuming and cleaning and use of ventilation units would benefit activities performed by Owner staff. Examples would include control of epoxy paint fumes and guano removal.

All work under this contract shall be done in strict accordance with all applicable federal, state, and local regulations, standards, and codes governing asbestos, lead-based paint, & mold abatement and any other trade work done in conjunction with the abatement. The most recent edition of any relevant regulation, standard, document, or code shall be in effect. Where conflict among the requirements or with these specifications exists the most stringent requirements shall be utilized.

The Contractor will provide abatement services for projects which have met two conditions: 1) the Owner's Division of Facilities Management has approved the project prior to any work beginning; 2) The Contractor must be able to complete the abatement in a time period to be determined by the Owner.

The Owner is not required to provide a 10-day notification to KY EPA Division for Air Quality for much of its O&M work. Bidders should not expect a 10-day window for planning each job.

- 1.4 Communication with the Owner: It is the responsibility of the bidder to inquire about any requirement of this solicitation for bid that is not understood. Responses to inquiries, if they change or clarify the bid in a substantial manner, will be forwarded by addenda to all

parties that have received a copy of the bid.

Inquiries must be made to:

Sondra Stone (ssone@lexingtonky.gov)
859- 258-3324
Lexington Fayette Urban County Government
Division of Central Purchasing
200 East Main Street, Room 338
Lexington, Kentucky 40507

It is preferred that all questions be submitted via Economic Engine at
<https://lfucg.economicengine.com>

END SECTION ONE

SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 Contract Data: The Contractor is required to provide the Owner with detailed data concerning the Contract at the completion of each contract year or at the request of the Owner at other times. The Owner reserves the right to audit the Contractor's records to verify the data. This data may include, but is not limited to, dollar volume, items sold, and services rendered.
- 2.2 Cancellation/Termination: If the Contractor defaults in its agreement to provide personnel or equipment to the Owner's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the Owner shall promptly notify the Contractor of such default and if adequate correction is not made within two (2) days, the Owner may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Except for such cancellation for cause by the Owner, either the Owner or the Contractor may terminate this Contract by giving thirty (30) days advance written notice to the other party. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.
- 2.3 Contract Coordinator, Project Monitor, and Clarification of Responsibilities:

2.3.1 Contract Coordinator: The Contract Coordinator shall have the authority to stop any job activities if they are not being performed in accordance with applicable regulations or guidelines or the requirements of this contract. The Owner's Contract Coordinator shall be: Scott Kelsey, Trades Supervisor, 1555 Old Frankfort Pike, Lexington, KY 40504, 859-425-2825.

The alternate Contract Coordinator shall be:

Ben Turpin, Deputy Director Facilities Management, 1555 Old Frankfort Pike, Lexington, KY 40504, (859) 425-2232.

2.3.2 Project Monitor: The Project Monitor shall be an Owner representative or a designated representative paid by the Owner. Asbestos abatement: The Project Monitor shall conduct all air sampling, visual clearance inspections, and project monitoring for the Owner in accordance with all applicable local, state and federal standards notably KY EPA Division for Air Quality 401 KAR 58:005 (accreditation of asbestos professionals), 401 KAR 58:025 (asbestos NESHAP standards), 401 KAR 58:040 (certification and work practice requirements for abatement entities). In addition the Project Monitor shall act as the Owner's agent under this contract. Lead-based paint abatement: The Project Monitor shall conduct all visual clearance inspections and wipe sampling for the Owner in accordance with all applicable local, state and federal standards notably KY Department of Public Health Environmental Lead Program 902 KAR Chapter 48, KRS 211.9065 to 211.9079, and KRS 211.990. Mold Remediation: The Project Monitor shall conduct all post remediation verification inspections and sampling for the Owner in accordance with IICRC S500

(Standard and Reference Guide for Professional Water Damage Restoration, 2006 3rd Edition) and IICRC S520 (Standard and Reference Guide for Professional Mold Remediation, 2008 2nd Edition).

- 2.4 Assignment: Neither party of the Contract shall assign the Contract nor shall the Contractor assign any money due or to become due.
- 2.5 Payments: The Contractor is required to submit to the Contract Coordinator per-job billing documentation for verification of accuracy and an approval signature before being submitted for payment. Payment will be upon submittal of an invoice to the Owner's Project Manager by the Contractor on a Net 30 basis. Invoices must include a purchase order number, an itemized list of materials used, labor employed, Owner Work Order number, project name(s), project date(s) and other data as requested.
- 2.6 Employees: The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the Owner. If the Contract Coordinator or designee, notifies the Contractor in writing that any person employed on this contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Contract without the prior written consent of the Contract Coordinator.
- 2.7 Parking Regulations and Use of Walkways: The Contractors vehicles and those of their employees working on LFUCG properties must coordinate parking with the LFUCG Division of Facilities & Fleet Management.
- 2.8 Safety and Environmental Management: The Contractor may be required to follow Owner safety and environmental policies. This may include but not be limited to excavations, confined spaces, control of hazardous energy, non-asbestos hazardous waste, fire protection, and fall protection. These policies and procedures will be discussed prior to each job with the Contract Coordinator as necessary. The Contractor shall notify the Contract Coordinator, in writing, immediately in case of serious injury/illness to any contractor employee while on Owner property.

END SECTION TWO

SECTION THREE
PERFORMANCE TERMS AND CONDITIONS
DOCUMENTATION

3.0 DOCUMENTATION

3.1 THE CONTRACTOR SHALL NOT COMMENCE WORK UNDER THIS CONTRACT UNTIL:

- 3.2.1 The Contractor has submitted proof, satisfactory to the Contract Coordinator that required permits, site location, and arrangements for transport and disposal of waste materials have been made.
- 3.3.1 The Contractor has submitted documentation, satisfactory to the Contract Coordinator, that the Contractor's employees, including foremen, supervisors, and any other company personnel or agents working on Owner property who may be exposed to airborne contaminants or who may be responsible for any aspects of abatement activities, have received adequate training and KY EPA certification. Training and certification of Contractor personnel working at the Owner must be current and maintained by annual refresher training and successful annual certification renewal.
- 3.4.1 The Contractor has submitted manufacturer's certification to the Contract Coordinator that HEPA vacuums, negative pressure ventilation units and other local exhaust ventilation equipment conform to current ANSI standards.
- 3.5.1 The Contractor has submitted documentation to the Contract Coordinator of NIOSH approvals for all respiratory protective devices utilized on site. Include manufacturer certification of HEPA filtration capabilities for all cartridges and filters.
- 3.6.1 The Contractor has submitted documentation to the Contract Coordinator of respirator fit-testing for all Contractor employees and agents who must enter the work area. This fit-testing shall be in accordance with local, state and federal standards. This information must be updated as necessary to demonstrate uninterrupted compliance.
- 3.7.1 The Contractor has submitted documentation to the Contract Coordinator from a physician that all employees or agents who may be required to wear negative pressure respirators have been provided with an opportunity to be medically monitored to determine whether they are physically capable of working while wearing a respirator without suffering adverse health effects. In addition the Contractor shall submit documentation to the Contract Coordinator that personnel have received medical monitoring as per local, state and federal standards. This information must be updated as necessary to demonstrate uninterrupted compliance.

THE CONTRACTOR SHALL MAINTAIN CURRENT SUBMISSIONS OF THE ABOVE DOCUMENTS FOR THE LIFE OF THE CONTRACT.

END SECTION THREE

SECTION FOUR PERFORMANCE TERMS AND CONDITIONS ABATEMENT

4.0 ABATEMENT:

4.1 Labor: The Contractor shall provide a Supervisors and Workers satisfactory to the Contract Coordinator, as needed.

4.1.1 The Contractor's on-site Supervisor must be one of the following as applicable: a) certified by KY EPA Division for Air Quality as an Asbestos Project Supervisor; b) Lead Hazard Abatement Supervisor per KY Dept. for Public Health; c) A person certified as a Certified Mold Remediation specialist by Indoor Air Quality Association, or maintaining an equivalent certification by a nationally recognized program and organization.

4.1.2 The Contractor's Supervisor may direct multiple crews at the work site.

4.1.3 Contractor personnel assigned to work under this contract must have demonstrated experience in performance of asbestos, lead-based paint and mold abatement. The assigned personnel must be knowledgeable in the types of hazards and had experience in work of this type.

4.1.4 Contractor personnel involved with work of this nature must have training as required by OSHA and the policies of the Owner as directed by the Contract Coordinator for work of this nature prior to assignment to work at the Owner.

4.1.5 Contractor personnel assigned to work at the Owner must have understanding of the hazards associated with and demonstrated experience in the clean-up of bird, bat, mouse, rat or other animal droppings and carcasses.

4.1.6 Contractor personnel assigned to work at the Owner must have an understanding of the hazards and work practices associated with and demonstrated experience in renovation/demolition activities that impact materials contaminated with mold.

4.1.7 Contractor personnel assigned to work at the Owner must have an understanding of the hazards associated with lead exposure, proper work practices, clearance procedures and appropriate training when work is to be performed in child-occupied areas as defined and required in the EPA's Renovation, Repair and Painting Rule.

4.2 Decontamination Unit: The Contractor shall provide a portable, mobile, self-contained decontamination unit that can be mobilized to smaller jobs.

4.3 Materials: The Contractor shall provide new or used materials and equipment that are undamaged and in serviceable condition. The Contractor shall provide only materials and equipment that are recognized as being suitable for the intended use by compliance with all applicable local, state and federal standards.

4.4 Substitutions: The Owner will consider submittals for substitutions of materials, equipment and methods only when such submittals are accompanied by full and complete technical data and all other information required by the Owner to evaluate the proposed substitution.

4.5 Storage: The Owner will provide space to park a waste storage trailer and an equipment storage trailer that can be accessed during mutually agreed working hours.

4.6 Prior to Abatement Activities, on a per-project basis:

4.6.1 The Contractor shall complete, with the assistance of the Contract Coordinator and guidance of the Project Monitor, any required notifications. The Contractor must be able to complete the abatement in a time period to be determined by the Owner.

4.6.2 The Contract Coordinator or designee shall:

- a) Be provided a copy of the state notification when required,
- b) Notify occupants of work areas that may be disrupted by the abatement, of project dates and requirements for relocation. Arrangements must be made, prior to the start of work, for relocation of desks, files, equipment, and personal possessions to avoid unauthorized access into the work area. Notification will include users of the building to prevent unauthorized access. The Owner shall also coordinate establishing a general work area for Contractor use.
- c) Provide to the Contractor information concerning Owner policies, access, shutdown, and protection requirements of certain equipment and systems in the work area.
- d) Facilitate progress meetings as needed.

4.6.3 The Project Monitor shall submit to the Contractor, as needed, results of historic air sampling and bulk sampling including location of samples, name of Project Monitor, equipment utilized and method analysis.

4.7 During Abatement Activities:

4.7.1 The following shall be submitted by the Contractor to the Project Monitor for inclusion in reports provided to the Contract Coordinator:

- a) Daily copies of work site entry log books with information on worker and visitor access.
- b) Logs documenting filter changes on respirators, HEPA vacuums, HEPA ventilation units, and other engineering controls.
- c) Results of materials testing conducted during the abatement for purposes of utilization during abatement activities (e.g. testing of encapsulant for depth of penetration, testing of substitute materials for adherence to encapsulated surfaces, etc.).

4.7.2 The Contractor shall maintain copies of all standards, regulations, codes, and other applicable documents, at the work site. The Contractor shall post, in the clean room area of the worker decontamination enclosure, a list containing the names, addresses, and telephone numbers of the Contractor, the Contract Coordinator, Project Monitor, the testing laboratory, and any other personnel who may be required to assist during abatement activities (e.g. Safety Officer, Building Maintenance Supervisor, Energy Conservation Officer). Off hour phone numbers shall also be posted in the event of an emergency.

4.8 Post-Abatement Requirements: The Contractor shall submit to the Contract Coordinator, copies of signed receipts from the approved permitted landfill operator of receipt of material at the permitted landfill clearly indicating the following:

- a) Date
- b) Time
- c) Amount of material received
- d) Authorized person's signature from permitted landfill
- e) Name and address of transporter
- f) Driver's signature
- g) Name and address of permitted landfill operator
- h) Date and time material is to be land filled

4.8.1 The Contractor will supplement the Waste Shipment Record that is submitted to the Contract Coordinator with a list of all activities that contributed to each specific load of waste.

4.8.2 The Contractor shall provide project specific documentation to the Contract Coordinator or the Project Manager as requested. This would include, but not be limited to: a copy of the complete project design including drawings, pre and post work site photos, and other reports as needed.

4.9 Site Security:

4.9.1 Access to each work area is to be restricted to authorized, trained, and protected personnel. These may include the Contractor's employees, employees of subcontractors, Owner employees and representatives, state and local inspectors, and other designated individuals.

4.9.2 Entry into the work area by unauthorized individuals shall be reported immediately to the Project Monitor by the Contractor.

4.9.3 If a containment structure is required, a log book shall be maintained in the clean room area of the worker decontamination system. Anyone who enters the work area must record name, affiliation, time in and time out for each entry.

4.9.4 If a containment structure is required, access to the work area shall be through a single worker decontamination system. All other means of access (doors, windows, hallways, etc.) shall be blocked or locked so as to prevent entry to or exit from the work area. The only exceptions for this rule are the waste pass-out airlock which shall be sealed except during the removal of containerized waste from the work area, and emergency exists in case of fire or accident. Emergency exits shall not be locked to prevent egress or blocked whatsoever. However, they shall be sealed with polyethylene sheeting, labeled, and taped until needed.

4.9.5 Contractor shall have control of site security during abatement operations in order to protect work efforts and equipment.

4.10 Emergency Planning:

4.10.1 Emergency planning shall be developed by the Contractor and submitted to the Contract Coordinator prior to abatement initiation.

4.10.2 Emergency planning shall include notification of police, fire, and emergency medical personnel of planned abatement activities, work schedule and layout of work area.

4.10.3 Contractor employees shall be trained in proper evacuation procedures in the event of workplace emergencies.

4.10.4 Telephone numbers of all emergency response personnel shall be prominently posted in the clean change area and equipment room, along with the location of the nearest telephone.

END SECTION FOUR

SECTION FIVE
BID SUBMITTAL CONTENT

5.0 BID SUBMITTAL CONTENT:

Bidders shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the Owner. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the bid or rescission of an award. Bidders are encouraged to provide any additional information describing operational abilities. Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

5.1 Business Profile:

5.1.1 No financial statements are required to be submitted with your bids, however, prior to an award the Owner may request financial statements from your company, credit reports and letters from your bank and suppliers.

5.1.2 Please submit with your bid a detailed history and description of your company and any published reports about your company.

5.2 Pricing: The bid shall be in the form of a firm price for each line item during the contract period. The bid price shall include charges such as installation, shipping, insurance, waste transport and disposal, and all other costs. Charges not specified in the bid will not be honored. The Owner may or may not provide some materials as needed (i.e., construction fencing, plywood, strapping, etc.). The Owner will not be billed more than once for reused items. Any items purchased by the Owner that could be reused shall remain on Owner property. Note: Applicable to the Primary and Secondary Contractor.

5.2.1 Labor and Wages: Rates must include, in addition to wages, benefits, and taxes, costs for all personnel protective equipment used by employees while performing duties under this agreement including, but not limited to, respirators, respirator cartridges, boots, gloves and suits, safety goggles, ear plugs, and hard hats. These rates must also include all abatement equipment, including, but not limited to decontamination facility, ladders, hand and power tools, generators, all vehicles, and any supplies not itemized above.

Billing time for labor rates will begin when workers arrive on the job site, and end when workers leave the job site. Overtime will be paid only when time on site exceeds forty (40) hours per week and must be approved by the Contract Coordinator, or if the Owner requests emergency response outside of mutually agreed working hours. The normal work week will consist of ten (10) hour days Monday through Thursday or eight (8) hour days Monday through Friday.

		Standard Rate	Overtime Rate
1	Asbestos Supervisor	\$55.00 /hr	\$65.00 /hr
2	Asbestos Worker	\$50.00 /hr	\$60.00 /hr
3	Lead Supervisor	\$65.00 /hr	\$75.00 /hr
4	Lead Worker	\$60.00 /hr	\$70.00 /hr
5	Mold Supervisor	\$50.00 /hr	\$60.00 /hr
6	Mold Worker	\$45.00 /hr	\$55.00 /hr

5.3 Prior Experience and References: Bidders shall demonstrate prior experience on asbestos, lead-based paint, and mold abatement through the submission of description of projects and reference information, including the name, address, and telephone number of a contact person (someone specifically familiar with the Contractor's time and materials work). A list of three references is required to be submitted with your bid. These references should be agencies your firm has done business with in the past year on projects with a similar scope to this one. Provide company names with contact person and telephone number. Include descriptions of projects, locations, service agreements, and records of all air monitoring data that were generated during the project.

5.4 Certification: Bidders and their employees must be certified as required by KY EPA and Dept. for Public Health for the purpose of asbestos and lead-based paint abatement. Submit proof of certification.

5.5 Response Time for Unscheduled Work: Bidders must indicate response time from phone contact by the Owner until personnel arrive on site to start work on a project.

5.6 Re-insulation: Some asbestos projects may require re-insulation. Occasionally re-insulation is required immediately after the asbestos abatement activity is completed. Bidders should describe how they would secure these services.

5.7 Citations, Penalties, and Claims: Bidders shall submit a notarized statement signed by an officer of the company, containing the following information:

5.7.1 A record of any citations issued by Federal, State, or local regulatory agencies relating to abatement activities. Include projects, dates, and resolutions, if any.

5.7.2 A list of penalties incurred through non-compliance with abatement project specifications, including liquidated damages, overruns in schedule time, limitations and resolutions.

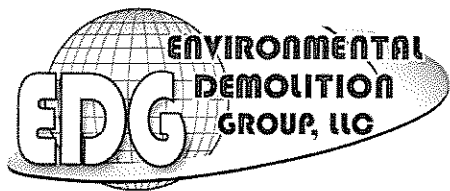
5.7.3 Situations in which an asbestos, lead-based paint or mold related contract has been terminated including projects, dates, and reasons for terminations.

END SECTION FIVE

STANDARD OPERATING PROCEDURE

This summary represents how the Abatement Contract interfaces with LFUCG's O & M Plan.

- 1 LFUCG representative notifies LFUCG Division of Facilities Management for need of project.
- 2 LFUCG Division of Facilities Management evaluates and determines its priority among other pending projects.
- 3 Once the go-ahead for a project is received, LFUCG Contract Coordinator requests a cost projection from each Contractor to complete work. Contractor will have 48 hours after receipt of request for cost projection to submit cost quote to Contract Coordinator. Contract Coordinator shall provide the Owner's schedule for completing this project. The Contractor with lowest bid who is able to meet specified time frame will be awarded project.
- 4 Contractor's cost projection must include a general work plan and specify any necessary work-practice waivers necessary for completion of the work. The work plan and waiver request will be reviewed by Division of Facilities Management.
- 5 Once a cost submittal, work plan, and waiver request are established and accepted by the Owner, the Contractor processes a KY EPA or Dept. for Public Health notification form as required. Any waivers will be included in the notification.
- 6 Contractor is expected to complete work as agreed. Delays, foreseen and unforeseen, must be reported to Contract Coordinator as soon as possible.



Your Primary Source for Environmental Services

About Us



Bringing together over 50 years of combined experience in expert management and services, Shawn McGinness opened Environmental Demolition Group in 2004 with one intention; to become the premier specialty contractor for comprehensive environmental clean-up services in the Midwest and Mid-Atlantic regions of the United States. The EDG approach is built upon a solid foundation that includes expert resources, skilled craftsmen, high grade materials, and state-of-the-art technology and equipment. Our technical staff are current in Asbestos Certification and Lead Abatement training as well as Hazardous Waste Operations, Haz-Mat and Emergency Response training. We strive to minimize disruption to our client's normal business operations. EDG crews arrive on-time, fully equipped and respectful of property, people and processes.

Serving all major business sectors and industries, EDG is the premier contractor for those impactive services. When the risks are high; contractors, consultants and Fortune 500 companies turn to Environmental Demolition Group. EDG delivers 'value-added' services in the marketplace; top quality that begins with a detailed approach and ends with complete customer satisfaction. Our full-service, turnkey approach is customer-focused and customer driven. Our emphasis on consistency, productivity, communication and timeliness is apparent throughout your entire project. We invite you to contact EDG for your next project and discuss how our team and proven track record can assist you.

ABATEMENT & REMEDIATION SERVICES

Asbestos Abatement
Lead Abatement
Microbial (Mold) Remediation
Soil Remediation
Site Decontamination

PCB Remediation
GUANO Clean-up
Universal Waste
Handling/Removal/Disposal

3520 Turfway Road • Erlanger KY 41018 • Phone: (859) 363-4863

Environmental Demolition Group, LLC
Major Projects

Columbia Sussex Management, LLC
Renaissance Hotel
36 E 4th St
Cincinnati, OH 45202
Contact: Neal Kreke, 859-426-4343
Contract Amount: \$1,349,200.00
Dates: 07/08/2013 thru 01/03/2014
EDG Job #: 13P-160

University of Dayton
Founders Hall
300 College Park
Dayton, OH 45469
Contact: Katherine Cleaver, 937-229-4503
Contract Amount: \$137,400.00
Dates: 01/04/2013 thru 07/31/2013
EDG Job #: 13P-005

Xenia City School District
Spring Hill Elementary & Tecumseh Elementary
860 Ormsby Dr & 1058 Old Springfield Pike
Xenia, OH 45385
Contact: Corrinne Brown, 937-347-1500
Contract Amount: \$296,700.00
Dates: 02/14/2013 thru 06/24/2013
EDG Job #: 13P-041 & 13P-047

Environmental Demolition Group, LLC
Major Projects

Gilbane Building Company
Miami University
Kreger Hall
410 E Spring St
Oxford, OH 45056
Contact: Chuck Springmyer
Contract Amount: \$791,200.00
Dates: 04/08/2013 thru 11/06/2013
EDG Job #: 13P-070

Sehlhorst Equipment Services
St. Charles Place
St. Charles Care Center
500 Farrell Dr
Covington, KY 41011
Contact: Shawn Keith, 513-465-4235
Contract Amount: \$259,000.00
Dates: 05/06/2013 thru 06/21/2013
EDG Job #: 13P-114

Northview Enterprises
Wright Patterson Air Force Base
WPAFB Bldg 30170
Area A, Allbrook Dr
Fairborn, OH 45324
Contact: David Wills, 502-572-0607
Contract Amount: 654,900.00
Dates: 05/13/2013 thru 12/06/2013
EDG Job #: 13P-122

Environmental Demolition Group, LLC
Major Projects

O'Rourke Wrecking Company
Bluegrass Community & Technical College
500 Newtown Pike
Lexington, KY 40508
Contact: Ed Lizak, 513-871-1400
Contract Amount: \$227,000.00
Dates: 09/09/2013 thru 12/06/2013
EDG Job #: 13P-150

O'Rourke Wrecking Company
University of Kentucky
UK Cooperstown Apartments
700 Woodland Ave
Lexington, KY 40508
Contact: Jeremy Hudson, 513-871-1400
Contract Amount: \$697,500.00
Dates: 07/08/2013 thru 09/06/2013
EDG Job #: 13P-180

Messer Construction
Southern Baptist Theological Seminary
2825 Lexington Rd
Louisville, KY 40206
Contact: Joey Summers
Contract Amount: \$152,257.00
Dates: 09/16/2013 thru 01/11/2014
EDG Job #: 13P-146



Environmental and Public Protection Cabinet
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
DIVISION FOR AIR QUALITY

This Asbestos Abatement Certificate is Awarded to

ENVIRONMENTAL DEMOLITION GROUP LLC

in recognition that their personnel listed below have demonstrated proficiency
and have fulfilled the training required in 401 KAR 58:040.

<u>NAME</u>	<u>SOC. SEC. NO.</u>	<u>NAME</u>	<u>SOC. SEC. NO.</u>	<u>NAME</u>	<u>SOC. SEC. NO.</u>
Victor Done	***_*_*_*_*_*	Gary Gayhart, Jr.	***_*_*_*_*_*	David L. Grant	***_*_*_*_*_*
Stephen P. Grayson	***_*_*_*_*_*	Jason Hazelwood	***_*_*_*_*_*	Shawn McGinness	***_*_*_*_*_*
Erik Niederkorn	***_*_*_*_*_*	Jeff Sunderhaus	***_*_*_*_*_*		

This certificate is issued subject to the following conditions:

1. This entity shall comply with 401 KAR 58:025 and 401 KAR 58:040.
2. A person listed hereon must be on site during asbestos abatement activities.

Eric Eisiminger

Eric Eisiminger
Field Support Section

Sean Alteri

Sean Alteri
Director (acting)

CERTIFICATE NO. C14-405-1

EFFECTIVE January 12, 2014

EXPIRES January 11, 2015



Kentucky Department for Public Health

Division of Public Health Protection and Safety

This is to certify that

Environmental Demolition Group, LLC

Having satisfied the requirements of the Kentucky Lead-Hazard Detection and Abatement Act is hereby certified on 8/25/2013 as a

Lead-Hazard Company

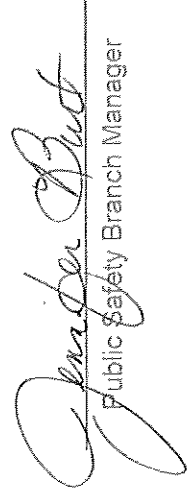
To perform lead-hazard detection and abatement activities for the Commonwealth of Kentucky

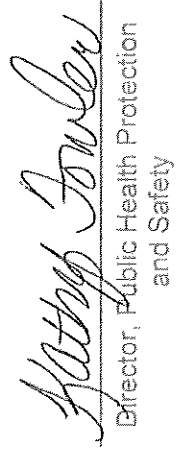
Certification Number: 45-041

Expiration Date: 8/25/2015

Certification Type: Renewal

This certificate is subject to revocation, suspension, modification or amendment by the Department for causes including evidence of noncompliance for reasons listed in KRS 211.9063(4); or for any misrepresentation made in the application.


Public Safety Branch Manager


Director, Public Health Protection
and Safety



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/27/2014

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 1 West 4th Street Cincinnati OH 45202	CONTACT NAME: Debbie Swinford	FAX (A/C, No):
	PHONE (A/C, No, Ext): 513 977-3100	
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Kentucky Employers' Mutual Insuranc		10320
INSURER B: Cincinnati Indemnity Company		23280
INSURER C: Illinois Union Insurance Company		27960
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Environmental Demolition Group
3520 Turfway Rd.
Erlanger, 41018

COVERAGES

CERTIFICATE NUMBER: 1265725951

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			G24057732005	1/28/2014	1/28/2015	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 OH Stop Gap \$1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ENP0122502	1/28/2014	1/28/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			G24057744005	1/28/2014	1/28/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			358454	5/26/2013	5/26/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Mold Removal Pollution/Asbestos			G24057732005	1/28/2014	1/28/2015	Limit 1,000,000 Limit 5,000,000

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

CERTIFICATE HOLDER

CANCELLATION

SPECIMEN
FOR ILLUSTRATION PURPOSES ONLY
NO OTHER USE IS AUTHORIZED

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

AUTHORIZED REPRESENTATIVE

Thomas R. Dietz

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