

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of April 25, 2024, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (OWNER) and Shield Environmental Associates, 948 Floyd Dr. Lexington, KY 40505 (CONSULTANT). OWNER intends to proceed with the Remediation Plan for 297 Southland Dr., as described in the attached Exhibit A, "RFP #12-2024 Remediation Plan for 297 Southland Dr." The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the CONSULTANT. The services are hereinafter referred to as the **PROJECT**.

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

CONSULTANT shall provide professional consulting services for OWNER in all phases of the PROJECT to which this Agreement applies, serve as OWNER'S professional engineering representative for the PROJECT as set forth below and shall give professional consultation and advice to OWNER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

CONSULTANT shall perform professional services as hereinafter stated that include customary civil, geotechnical, structural, mechanical, electrical and sanitary engineering services incidental thereto.

1.2. Project Phase

After written authorization to proceed, CONSULTANT shall:

- 1.2.1. Notify the OWNER in writing of its authorized representative who shall act as Project Engineer and liaison representative between the CONSULTANT and the OWNER.
- 1.2.2. The CONSULTANT must perform all duties necessary to fully complete the deliverables described in attached Exhibit A "Remediation Plan for 297 Southland Dr; RFP #12-2024" (including Appendices ____ and Addendums 1), and attached Exhibit C the "Proposal of Engineering Services and Related Matters" (the CONSULTANT'S response to RFP #12-2024), and amendments to the CONSULTANT'S proposal included in attached Exhibit D "Further Description of Basic Engineering Services and Related Matters."

To the extent of any conflict among the provisions of these documents and/or this Agreement, the provisions

of this Agreement shall control, followed by the provisions of **EXHIBIT A**, then **EXHIBIT D**, and then **EXHIBIT C**.

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

1.2.4. The **CONSULTANT** shall post all initial draft work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT**. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.

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

1.2.6 Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

SECTION 2 - EXTRA WORK BY CONSULTANT

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

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1.** Provide criteria and information as to **OWNER'S** requirements for the **PROJECT**, including design objectives and constraints, space, capacity and performance requirements, flexibility and

- expandability, and any budgetary limitations.
- 3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.
 - 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
 - 3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define **OWNER'S** policies and decisions with respect to materials, equipment, elements, and systems pertinent to **CONSULTANT'S** services.
 - 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).
 - 3.6. Furnish or direct **CONSULTANT** to provide, necessary Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

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

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT.

5.1.1. For Basic Services

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

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

5.1.1.b Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.

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

5.2. Times of Payment

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

5.3. Other Provisions Concerning Payments

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

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

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

6.1.2. The **OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to terminate the

Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents

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

6.3. Legal Responsibilities and Legal Relations

6.3.1. The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **CONSULTANT** and its consultants, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including consultants, and shall save and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

6.3.4. The **CONSULTANT** understands that this Agreement is being paid in whole or in part by a federal grant awarded to the **OWNER** by the Kentucky Infrastructure Authority. The Grant Assistance Agreement is attached hereto and incorporated herein by reference as **EXHIBIT E**. The **CONSULTANT** agrees to cooperate fully in the **OWNER's** fulfillment of the terms of the Grant Assistance Agreement.

6.4. Successors and Assigns

6.4.1. **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

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

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

6.5. Disputes

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

Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of CONSULTANT'S Work

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

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

6.7. Security Clause

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

6.8. Access to Records

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

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

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

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

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

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

6.9.3. FINANCIAL RESPONSIBILITY

The **CONSULTANT** understands and agrees that the **CONSULTANT** shall, prior to final

acceptance of the **CONSULTANT'S** proposal and the commencement of any work; demonstrate

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

6.9.4. INSURANCE REQUIREMENTS

6.9.4.1. Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

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

f. The General Liability Policy shall have a Professional Liability endorsement (including Errors and

Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by **OWNER**. (**OWNER** does not need to be named as additional insured).

- g. OWNER** shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- h.** The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to **OWNER**.
- i.** Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

6.9.4.2. Renewals

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

6.9.4.3. Right to Review, Audit and Inspect

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

6.9.5. SAFETY AND LOSS CONTROL

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

6.9.6. DEFINITION OF DEFAULT

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

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

- 8.1. This Agreement is subject to the following provisions.

8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

- 8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.

- 8.3. **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.

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

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

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

OWNER:

CONSULTANT:

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

SHIELD ENVIRONMENTAL ASSOCIATES, INC.

BY: Linda Gorton
LINDA GORTON, MAYOR

BY: C. Dow Porter
C. DOW PORTER, PRESIDENT

ATTEST:

[Signature]
URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by
C. Dow Porter, as the duly authorized representative for and on behalf
of Shield Environmental, on this the 2nd day of May, 2024.
My commission expires: 05/26/2026.

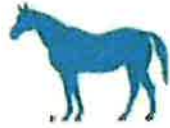
Amy L. Miller
NOTARY PUBLIC



EXHIBIT A

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

RFP# 12-2024



LEXINGTON

RFP-12-2024 Addendum 1
Shield Environmental Associates, Inc.
Supplier Response

Event Information

Number: RFP-12-2024 Addendum 1
Title: Remediation Plan for 297 Southland Dr
Type: Request For Proposal
Issue Date: 2/12/2024
Deadline: 3/1/2024 02:00 PM (ET)

Contact Information

Contact: Brian Marcum
Address: Central Purchasing
Government Center Building
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: brianm@lexingtonky.gov

Shield Environmental Associates, Inc. Information

Address: 948 Floyd Drive
Lexington, KY 40505
Phone: (859) 294-5155
Fax: (859) 294-5255
Web Address: www.shieldenv.com

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Robert Francis

Signature

Submitted at 3/1/2024 12:38:08 PM (ET)

robert_francis@shieldmw.com

Email

Response Attachments

Shield Environmental Submittal - Final.pdf

Shield Environmental Submittal



March 1, 2024

Proposal for RFP #12-2024 Site Remediation at 293 Southland Dr

Lexington-Fayette Urban County Government

SUBMITTED BY:
SHIELD ENVIRONMENTAL ASSOCIATES, INC.
948 FLOYD DRIVE, LEXINGTON, KY 40505

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February 26, 2024

Lexington-Fayette Urban County Government
Division of Purchasing
200 East Main Street, 3rd Floor
Lexington, KY 40507
ATTN: Brian Marcum, Director

Reference: **RFP #12-2024 - Proposals for Site Remediation at 293 Southland Dr.**

Shield Proposal #24-055

Dear Mr. Marcum,

Shield Environmental Associates, Inc. (Shield) is excited to submit our proposal for the Site Remediation at 293 Southland Dr. in response to the Lexington-Fayette Urban County Government's RFP. We are uniquely qualified, offering engineering and environmental consulting services that align with the RFP's requirements.

Our experience with the site includes a Phase I Environmental Site Assessment, three indoor air studies, and a property management plan development. We've also worked extensively with state and local governments on environmental assessments, site investigations, and remedial actions.

Based in Lexington, KY, our team of engineers, geologists, and scientists stands out for its expertise and local availability. As an employee-owned company, we prioritize personalized, cost-effective services, ensuring value and client satisfaction. Our track record with public agencies and private entities showcases our commitment to effective communication and project success. We believe our approach delivers significant project efficiencies and savings.

We look forward to discussing how we can contribute to the project's success. For further information or questions, please contact us. Thank you for considering Shield Environmental Associates, Inc.

Sincerely,
SHIELD ENVIRONMENTAL ASSOCIATES, INC.



C. Dow Porter
Managing Principal
Shield Environmental Associates
948 Floyd Drive
Lexington, KY
Office: 859-294-2155
Email: Dow_Porter@shieldmw.com



2.FIRM QUALIFICATIONS

Established in 1985, Shield is a privately owned, multi-disciplined environmental consulting and engineering firm, catering to industrial, municipal, commercial, and private clients across the United States and abroad. Our engineering team boasts expertise in environmental, sanitary, and civil fields, while our staff scientists are trained in air quality, geology, hydrogeology, biology, chemistry, and soil sciences.

Our senior management team brings a wealth of experience, with professionals who have held positions in large multinational corporations and state government agencies. Their collective knowledge spans some of the nation's most challenging environmental projects, greatly enhancing our capabilities.

Shield's compact, private ownership status grants us the advantage of delivering personalized, adaptable services tailored to our client's unique needs. This tailored approach is a defining feature of our company.

At present, Shield comprises a dedicated team of twenty-eight (28) professionals with twenty-four being in our main office in Lexington, Kentucky, and four (4) professionals located in our satellite office in Louisville, Kentucky. These team members offer a rich spectrum of experience, stemming from past roles in both private firms and government positions. This varied expertise uniquely positions Shield to not only grasp our client's requirements but also to collaborate effectively with regulatory bodies, fostering cooperation instead of adversarial relationships.

As a full-service environmental consulting firm, Shield possesses in-house resources to fulfill your project needs. Our team includes several senior-level professionals with experience dating back to the inception of current environmental regulations. Notably, Dr. Jim Knauss, one of our original founders and a key figure in the development and implementation of Kentucky Superfund's Risk Assessment regulations is part of our team. Shield's core mission revolves around providing clients with safe, compliant, effective, and cost-efficient solutions that align with their objectives. Our areas of expertise include:

Diversity Of Experience

As a multi-disciplined engineering and environmental consulting firm, we provide a wide range of professional consulting services for our clientele. However, our service lines of business can be broadly grouped into five distinct categories: Industrial Compliance Services, Assessment and Investigations; Petroleum Services; Remediation and Construction; and Wastewater Treatment.

Industrial Compliance Services primarily consist of auditing, permitting, and other compliance-based consulting services performed on behalf of industrial and commercial facilities. This service line is a reflection of our shareholder's willingness to expand our firm's service offerings. We continually look to develop diversified services to ensure that our firm will operate as a market leader for years to come. Additional services involved with this business line include toxicity assessments; human health and ecological risk assessments; unexploded ordnance management; asbestos and lead-based-paint management; emergency response; environmental audits; environmental due diligence; air quality studies, modeling, and permitting; and litigation support/expert testimony. Shield's Industrial Compliance Group consists of six (6) full-time professional staff, including two (2) Professional Engineers and two (2) Engineer-in-Training (EIT), and two (2) project engineers. This group has provided consulting services to various industrial manufacturers and governmental agencies throughout Lexington and Kentucky



Assessment and Investigations Group at Shield has a distinguished history, having successfully completed thousands of Phase I and Phase II Environmental Site Assessments and designed hundreds of Remedial Action Plans. Our primary focus remains on assessment and investigations related to contaminated sites, and this continues to be a significant contributor to our annual revenues.

Since our inception in 1985, we have consistently been recognized as an industry leader in Kentucky, renowned for our provision of innovative environmental remediation consulting services. Our commitment to delivering high-quality, in-depth surveys has earned us the trust and confidence of our clients, ensuring that all due diligence requirements are met.

This unwavering commitment has resulted in the development of a robust clientele list and a remarkable track record, including assessments conducted in 28 foreign countries and across 43 of the 50 United States. Our experience encompasses detailed site characterizations on hazardous and toxic waste sites, supporting investigations, feasibility studies, and corrective action plans under key environmental regulations, including the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Toxic Substances Control Act (TSCA), and various state-led initiatives.

Our investigative work extends to major industrial clients, including Alltech, Dow Corning, Alcoa, Flextronics International, Square D, Cooper Industries, CCL Custom Manufacturing, Corning, DuPont Soy Polymers, Trane, Link Belt, B.F. Goodrich, Enersys, and Gates Rubber. Additionally, we have collaborated with public entities, such as the University of Kentucky, the University of Louisville, Corbin Utilities Commission, **Lexington-Fayette Urban County Government**, Kentucky Transportation Cabinet, and the Kentucky Department for Environmental Protection.

The Assessment and Investigations Group at Shield comprises a dedicated team of four (4) full-time professionals, consisting of one (1) Professional Engineer, one (1) Professional Geologist, one (1) Engineer-in-Training, and one (1) Field Science Technician, each contributing their expertise to deliver comprehensive solutions.

Brownfield Services

Our Assessment and Investigations Group houses the Brownfield Services for Shield Environmental. Our company has consistently delivered consulting services on 40 Brownfield projects, encompassing Phase I, Phase II, and property management plan preparation.

- **C. Dow Porter**, Managing Principal, has overseen the majority of Shield's Brownfield initiatives and has been instrumental since the program's beginning. Our firm boasts a perfect record in securing approval for all submitted applications, primarily for real estate transactions with tight due diligence and closing timelines (e.g., for some projects, 120 days to close and 90 days for due diligence, while others have closing periods at 45 days and 30 days for due diligence). Additionally, Dow Porter contributed his expertise to the Kentucky Energy and Environment Cabinet during the Brownfield regulations' formation and vetting. Shield Environmental's role extends to having been the chosen consultant for Phase I Environmental Site Assessment (ESA), application submission, and Property Management preparation at Southland Drive for the Lexington Fayette Urban County Government.



Petroleum Services constitute a core component of our firm's expertise, reflecting our extensive experience in managing a wide range of projects in this sector. To date, we have successfully executed projects at approximately 750 underground storage tank sites, including over 400 sites spread across Indiana, Kentucky, Illinois, Ohio, West Virginia, Tennessee, and numerous other states. Our client portfolio boasts a diverse range of independent owner/operators and industrial clients, featuring prominent names such as Reynolds Metals, Freeman Chemicals, Dow Corning, Tube Turns Technologies, and Gates Rubber.

In addition to this, we have established strong working relationships with key players in the oil industry, particularly in the Ashland region. Our notable collaborations include projects with John Clark Oil Company, Woodford Oil Company, and MarkWest, alongside other major oil companies such as Ashland Petroleum, Thorntons Inc., and Pilot Travel Centers. Our expertise has also been sought after by the United States Postal Service, with our firm having worked on 27 of their sites.

Our Petroleum Services Group stands as the largest division within our company, comprised of twelve (12) dedicated full-time professional staff. This team includes four (4) Professional Geologists, one (1) Geologist-in-Training, and two (2) field technicians, all of whom bring specialized knowledge and skills to every project. This group's expertise and commitment are central to our ability to deliver high-quality, efficient services that meet the specific needs of our clients in the petroleum sector.

Remediation and Construction services complement our assessment and investigation and underground storage tank service lines by allowing us to perform turn-key remedial projects on behalf of many of our clients, thus permitting them to remain focused on their key business initiatives. Our engineers and scientists work diligently to create remedial plans that minimize the amount of material to be excavated and will often include waste segregation activities to reduce treatment and disposal costs. Our personnel are all properly trained and have a multitude of experiences involving waste/source removal, waste stabilization/treatment, and site containment and or capping. In addition, our staff has extensive experience with various innovative remedial technologies including phytoremediation, chemical oxidation, soil vapor extraction, dual-phase extraction, reactive barriers, monitored natural attenuation, and various pump-and-treat scenarios. Our Remediation and Construction Group consists of five professional staff from the other groups that include two (2) Professional Engineers, one (1) Professional Geologist, and one (1) Engineer-in-Training.

Resources

Shield's adaptability shines through in our approach to handling larger projects. Our size enables us to seamlessly allocate resources from various sections within the company, ensuring our staff gains valuable experience across all sectors.

Moreover, Shield's capabilities extend to the entirety of the Environmental Consultant Services proposal. As previously mentioned, our team features Professional Engineers, Engineers-in-Training, Project Engineers, Professional Geologists, Geologists-in-Training, Project Geologists, and Scientists/Technicians who rely on AutoCAD for meticulous planning and design. Complementing our workforce, we have (3) Licensed Drillers, (1) Drillers Assistants, and a collection of advanced drill rigs such as the Geoprobe 6620 DT, Geoprobe 7822 DT, and Geoprobe 54LT. These extensive in-house resources, coupled with our cross-sector experience, position us perfectly to meet the demands of your project.



3. PROJECT TEAM



PERSONNEL



C. Dow Porter
Managing Principal

Mr. Porter has accrued over 35 years of professional experience in the environmental field with 24 years as an environmental consultant. He currently serves as the President and Managing Principal of Shield and in addition manages the Assessment and Remediation Group. Over the course of his career, he has assisted many industrial facilities and municipalities with industrial compliance issues including the proper characterization and handling of solid, special, and hazardous waste.

Mr. Porter has served in the capacity of Principal in Charge for numerous Brownfield projects and site investigations including Phase I/II/III projects and Hazardous Material Assessments. Additionally, he has experience preparing and implementing site investigation work plans and remedial action plans.

Home Office Address:

948 Floyd Drive, Lexington, KY 40505

Education:

B.B.A. Industrial Management, University of KY, 1986
DOT Hazardous Materials Transportation Course
Hazardous Waste Generator Training Course
OSHA 40 Hr Hazardous Waste Site Worker Certification
OSHA 8 Hr Hazardous Waste Site Worker Refresher
CPR & First Aid Training, American Red Cross
Introduction to RCRA Training Course
Special Waste Approvals Training Course
Effective Site Remediation using Chemical Oxidation & Enhanced Bioremediation, 2008
Certified KY EXCEL Performance Assessor

Affiliations:

Kentuckiana Chapter - Hazardous Material Managers
Kentucky Association of Economic Development
The Society for Marketing Professional Services
Greater Louisville Inc – Environmental Affairs
Kentucky Petroleum Marketers Association
Kentucky Association of Manufacturers
Kentucky Chamber of Commerce
Commerce Lexington, Inc.
Chemical Industry Council

Project-Related Experience

- **Southern Wood Treatment (KDWM)** – Principal in Charge of a State-lead emergency remediation of soils impacted with high arsenic levels. Project involved rapid site investigation, corrective action planning, resident relocations, soil characterization/excavation/disposal (34,750 tons), and complete site restoration.
- **Castle & Key, Inc.** – Principal in Charge of due diligence Phase I/II ESA and Asbestos/Lead-Based Paint Assessments on the Old Taylor Distillery. Project consisted of pursuing liability protection through Kentucky's Brownfield Redevelopment Program and a State income tax credit for conducting a qualified Voluntary Corrective Action.
- **University of Kentucky PS5** – Principal in Charge of Site Characterization at the former Kennedy Book Store location which had previously been a gasoline service station. Additional services included the design of a vapor intrusion system, voluntary corrective action, and gaining acceptance into the Kentucky Brownfield Redevelopment Program.
- **GCH Insurance** – Principal in Charge of environmental due diligence at the former AutoTech Services which had previously been utilized as a transmission repair shop. Services included Phase I ESA, Corrective Action Plan, Property Management Plan, oversight of Voluntary Corrective Action to address petroleum related impacts and acceptance into Kentucky's Brownfield Redevelopment Program.
- **Lexington Transit Authority** – Principal in Charge of environmental due diligence at the former GE Glass Plant. Services included Phase I/II ESAs, Corrective Action Plan, Property Management Plan, oversight of Voluntary Corrective Action, design of a vapor intrusion mitigation system and acceptance into Kentucky's Brownfield Redevelopment Program.



Mark P. Saliga, P.E.

Principal, Senior Environmental Engineer

Mr. Saliga has accrued over 30 years of environmental consulting and engineering experience including: remedial action design and construction management for LUST projects, uncontrolled hazardous waste sites, RCRA facilities, and various solid waste management facilities. He currently serves as Principal and Branch Manager for Shield's Louisville office and has been with the firm since 2002.

Mr. Saliga has prepared numerous corrective action planning documents evaluating the feasibility and implementation of new and proven technologies in unusual situations. These activities have been conducted at industrial, commercial, brownfield and government sites. He has extensive experience with aerobic and anaerobic biodegradation as well as chemical oxidation of organic contaminants.

Home Office Address:
12600 Townepark Way, Louisville, KY 40243

Education:
B.S., Civil Engineering,
New Jersey Institute of Technology, 1991
M.S., Environmental Engineering,
University of Illinois at Urbana-Champaign, 1996

Licenses:
Licensed Professional Engineer,
Kentucky; Illinois; Indiana; Ohio; Pennsylvania; North Carolina

40-Hour Hazardous Waste Site Worker Certification
8-Hour Site Supervisor Training
OSHA Construction 10 Hour Certified
Kentucky Certified UST Installer / Remover

Affiliations:
Kentucky Society of Professional Engineers
Kentucky Certified Hazardous Materials Managers
Kentucky Certified Commercial Investment Managers

Project-Related Experience

- **Vogt Machine Company** – Principal / Project Manager for chlorinated solvent impacted groundwater site investigation and remediation in order to bring this historic manufacturing site back to productive use and job creation. Responsible for project budgeting, regulatory interface, stepwise site investigation and remedial action design/implementation for 7 Acre Plume. (project scope: \$1,140,000).
- **Scribner Place Brownfield Redevelopment** – Design Engineer / Project Manager for large scale remediation and commercial redevelopment of a 5-acre tract contaminated with lead, arsenic, benzo(a)-pyrene, naphthalene, and other contaminants from historic former foundries, coal yards, and machine shops in downtown New Albany, IN.
- **Cornish Knit Goods** (former textile manufacturing and dry-cleaning site) - Project Manager for turn-key design and construction of an extensive air sparge/soil vapor extraction remedial system. System installation was accomplished for an area beneath the 4-story building during simultaneous renovation and conversion of the entire structure to a transitional residence for homeless men. (project scope: \$850,000)
- **Derby Tank Car** - Project Manager for remedial evaluation & design along with construction engineering support & oversight at state lead Superfund site to facilitate site re-use by the local government. Responsible for overall project management including project budgeting / funding approval, investigative data interpretation, construction bidding document preparation, and implementation oversight. (project scope: \$140,000)
- **Convention Center Hotel Brownfield Site Redevelopment** - Lead Project Engineer for the Louisville Metro Development Authority for the performance of Phase I and II Environmental Site Assessments along with remediation cost estimates to assist in redevelopment of the site as an upscale hotel property. Historic site activities included former bus depots, gas stations, and an electrical substation for electric trolleys causing PCB, lead, arsenic, benzo(a)pyrene, and naphthalene contamination.
- **Former Keller Manufacturing Company Brownfield Site Redevelopment** – Lead Project Engineer for reviewing historic environmental studies, identifying data gaps, Site Assessment Work Plan development and preparation of cost estimates for various remedial options to advance the site toward environmental closure and thus redevelopment for the Town of Corydon, IN.



Michael E. Morris, P.G.

Principal, Senior Professional Geologist

Mr. Morris serves Shield as a Senior Geologist and Project Manager. Since joining the firm in 1995, he has been involved with the preparation of work plans, cost analyses, and remedial investigations and overseeing corrective actions for numerous sites in the United States and abroad.

With over 30 years of industry experience as an environmental consultant, Mr. Morris has served as the Project Manager, Site Manager, Professional Geologist, or Project Geologist on numerous projects including state and federal Superfund sites from New York to California and abroad in Australia, Brazil, Germany, Austria and the Czech Republic.

Home Office Address:

948 Floyd Drive, Lexington, KY 40505

Education:

B.A. Geography, University of Kentucky, 1987
B.S. Geology, University of Kentucky, 1989
Grad. studies, Geology, University of Kentucky, 1989-91
40-Hour Hazardous Waste Site Worker Certification
8-Hour Site Supervisor Training

Registrations:

Registered Professional Geologist: Kentucky #112491,
Arizona #36062, Tennessee #TN3844, Georgia #PG002069,
Virginia#1971, North Carolina#2395
Licensed Asbestos Inspector (KY License No. 67822)
OPSTEAF Certified Contractor #1120

Affiliations:

Member, National Ground Water Association
Kentucky Society for Professional Geologists

Project-Related Experience

Project Manager/Site Manager/Project Geologist:

- **Federal Superfund Site** – Operation and maintenance of a groundwater treatment system at a TCE- contaminated site, Harlan, Kentucky (USEPA Region IV and KDWM – Superfund).
- **University of Kentucky** - Investigation and remediation of three sites containing buried experimental-grade herbicides and pesticides, Lexington, Kentucky (KDWM – Superfund Branch).
- **Lexington Transit Authority** – Senior Geologist and Site Manger at former GE Glass Plant. Services included Phase I/Phase II ESAs, Corrective Action Plan, Property Management Plan, voluntary corrective action and gaining acceptance into Kentucky's Brownfield Redevelopment Program.
- **Federal Superfund Site** – Remedial investigation and feasibility study at a former landfill site, Cumberland, Rhode Island (EPA Region 1).
- **Kentucky State Superfund Site** – Remedial investigation of the abandoned Middlesboro Tannery site in Middlesboro, Kentucky.
- **University of Kentucky** – Senior Geologist and Site Manager at a former gasoline service station. Additional services included the design of a vapor barrier system, voluntary corrective action, and gaining acceptance into the Kentucky Brownfield Redevelopment Program.



Edward W. Fisher, E.I.T.

Project Engineer

Mr. Fisher has accrued 8 years in the environmental field as a Project Engineer.

During his career, Mr. Fisher has accrued practical consulting experience including the coordination, oversight, and performance of: emergency response activities during hazardous material releases, stormwater and wastewater permitting for clients across the region, and due diligence activities prior to property transactions for commercial and industrial facilities.

Mr. Fisher also provides a wide range of industrial compliance services to clients, such as EPCRA reporting, and facility inspections related to air, water and waste.

Home Office Address:

948 Floyd Drive, Lexington, KY 40505

Education:

M.B.A., University of Kentucky, 2014
B.S. Civil Engineering, University of Kentucky, 2013

Registrations:

Engineer in Training – EIT No. 14627
American Society of Civil Engineers
OSHA 40-hour Hazardous Waste Operations and
Emergency Response Training
CPR & First Aid Training, American Red Cross

Project-Related Experience

- Environmental compliance file review
- Monitored and maintained safety work conditions during the Mount Sterling arsenic remediation by monitoring particulate levels.
- Site compliance inspections and corrective action reports
- Development of Spill Prevention Control and Countermeasure (SPCC) plans, Stormwater Pollution Prevention Plans (SWPPP), Best Management Practices (BMP) plans, and Groundwater Protection Plans (GPP)
- Preparation of Kentucky Pollutant Discharge Elimination System (KPDES) permit applications, Socioeconomic Demonstration and Alternatives Analysis (SDAA) applications, No Discharge Certifications, and Discharge Monitoring Reports (DMRs)
- Contractor supervisor on state-led emergency response facility lagoon dewatering and demolition project in Middlesboro, Kentucky.
- Chemical evaluation and preparation of EPCRA 311, 312, and 313 submittals
- Delineation of subsurface contamination of a 412-acre project site utilizing Visual Modflow Flex and ArcGIS.
- Remediation calculations for injections of in-situ groundwater contamination treatment.
- Supervised remedial activities and ensured compliance with Agreed Order provisions for a State Superfund Site
- Industrial wastewater pilot studies



Chad von Gruenigen, P.G.

Mr. Von Gruenigen joined Shield Environmental Associates, Inc. as a Professional Geologist in November 2021. Prior to November 2021, Mr. von Gruenigen worked for the Kentucky Department for Environmental Protection (DEP) for 10 years. He spent 2 of those years in Wellhead Protection as a Geologist-in-Training. Followed by another 2 years in Compliance Assistance specializing in small business assistance. Later he spent 4 years as a Basin Coordinator focusing on Watershed Planning. The last 3 years of his career in state government he was a project manager and team lead in Superfund. During this time he also served as an Emergency Responder.

As project manager and team lead in the Superfund program, Mr. Von Gruenigen had oversight of federally funded projects. He assisted in the management of all aspects of the projects and the program.

Mr. Von Gruenigen has worked for Shield Environmental since November 2021. His duties include managing UST projects. He has managed over 30+ projects UST projects that include UST Tank Removals and remediation of contaminated sites.

Home Office Address:

948 Floyd Drive
Lexington, KY 40505

Education:

B.S. Geology, Eastern Kentucky University
(December 2011)

Registrations/Training:

Professional Geologist (P.G)
40-Hour HAZWOPER, with 8-Hour Refresher
U.S. EPA PA/SI Trained
U.S. EPA Superfund 101 Trained
Certified Professional Environmental
Educator
Watershed Watch Volunteer Trainer
AHA First Aid CPR AED Certification

Project-Related Experience

Project Manager:

- Has managed 30+ UST projects for Shield Environmental which includes tank removals and site remediation.
- Responded for the Commonwealth of KY at the Jim Beam Warehouse Fire (2019) in Versailles, KY. The fire resulted in a fire that engulfed 45,000 barrels (1.8 million gallons) of alcohol that was either burned or spilled into a nearby stream. The spill impacted two downstream water systems and created long-term environmental impacts to the groundwater.
- State project manager for multiple superfund sites including U.S. EPA Superfund: National Priorities List (NPL) sites; Lee's Lane Landfill, Smith's Farm, Caldwell Lace Leather, Newport Dump, etc.
- Represented the Commonwealth of KY Leitchfield Cleaners dry cleaner (2020) in Leitchfield, KY. The former dry cleaner was converted into apartments, passive soil gas and indoor air investigations were conducted, tenants were evacuated, and vapor mitigation system installed.
- Team lead for the Kentucky Department for Environmental Protection (DEP), Federal Superfund Section.
- Hanoverton, OH basement heating fuel spill response, impacted residence, domestic well, and aquifer remediation.



Abbie Jones, PE, PLS

Introduction

Ms. Abbie Jones is the founder and owner of Abbie Jones Consulting in Lexington, a Civil Engineering and Land Survey consulting firm in 2011. The firm includes 4 licensed Professional Land Surveyors, 2 LSI/T, 2 licensed Professional Engineers, 1 EIT, as well as project managers, drafters, and field crew. Ms. Jones brings a fresh look at the engineering and survey industry, having worked in both the public and private sectors. She has a solid background in all aspects of project conception, design, and implementation with a strong reputation of solid performance, responsiveness, and accountability. Abbie is active in various professional engineering organizations and has brought her expertise to co-authored papers and new regulations.

Originally from Tennessee, Ms. Jones married a Kentuckian while working in Georgia, where she was honored as the 2005 Young Engineer of the Year. To support her husband's neuroscience studies in Georgia and fellowship in Texas she became a consultant and finally City Engineer for two cities: Hurst, TX and Milton, GA. Abbie has called Lexington her home since 2009.

AJC Highlights

- 2011 Abbie Jones began as a single surveyor and engineer in Central Kentucky and Tennessee as a 100% remote business
- 2012 AJC added traffic Counting equipment and awarded first KYTC, LFUCG and University of Kentucky contracts.
- 2013 Added interns from the University of Kentucky Engineering department, presentations trainings for 10KYTC and 1 KAMM events
- 2014 Purchased additional traffic counting equipment, won first zoning case before LFUCG, established AJC Fleet program
- 2015 AJC hired another PLS, Tim Woodcock, Third Party certification as WBE, awarded master agreement with DECA and received KYTC survey contract
- 2016 AJC hired another engineer, increased KYTC prequalification categories offered, added services to WV (1 of only 3 women PLS)
- 2017 Added on demand contract with LG&E/KU. NAWIC Bluegrass Diamond Honoree, Tory Burch Fellows Program Finalist
- 2018 First AJC design for LG&E/KU is bid and construction, began elevation certificate program, Tim Woodcock became KAPS director
- 2019 First international Airport runway survey performed, Abbie Jones graduates from SBA Emerging Leaders program, added additional staffing in Atlanta
- 2020 100% remote business model flourishes during pandemic, addition of VA and OH licenses, AJC supports first maternity leave
- 2021 AJC added services to SC, AL and MS, added another PE, Joyce Followell, began large 3d model for ATL Hartsfield airport
- 2022 AJC added 2 engineering CAD technicians, a survey coordinator, drone, scanning and bathymetry surveys to our line of services. Enjoyed first year with \$1m in revenue. Became SBA KY Division Remote Business of the year.
- 2023 Biggest year to date with 177 unique projects, with 239 tasks, and \$1.3 million in invoicing up 23% from 2022.

Previous Personal Employment:

- 2009-2010 Nesbitt Engineering, Land Surveyor and Civil Engineer
- 2008-2009 City of Hurst, TX, City Engineer and Floodplain Administrator.
- 2002-2008 Lowe Engineers, Atlanta, GA. Service to newly formed City of Milton, GA as first City Engineer by contract and project manager for Fortune 500 Client
- 2000-2002 Pond & Company, Atlanta, GA, Civil Engineer and GIS
- 1996-1999 Huddleston-Steele, Murfreesboro, TN, Drafting



EDUCATION

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

REGISTRATIONS OR CERTIFICATIONS

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

AFFILIATIONS (ASST/PROFESSOR)

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

PUBLICATIONS & AWARDS

- ▶ 2022 SBA Small Business of the Year (Kentucky) Homebased Business
- ▶ NAWIC Bluegrass Diamond Award, 20
- ▶ Bluegrass Nominee for Kentucky Young Engineer of the Year 2011.
- ▶ Georgia Young Engineer of the Year 2005
- ▶ Co-author to survey chapters of KYTC Highway Design Guidance Manual
- ▶ KY ASCE 2011 Infrastructure Report Card
- ▶ Multiple Articles, *Where We Live* (Hurst) 2006-2009
- ▶ Editorial Board, *Georgia Engineer*, 2005-2007
- ▶ Civil Engineering Body of Knowledge for the 21st Century, January 2004, American Society of Civil Engineers, (co-author)
- ▶ ACEC Atlanta Future Leaders graduate, 2004

CONTACT INFORMATION

- ▶ E: abbie@abbie-jones.com
- ▶ C: 859.559.3443

ABBIE JONES CONSULTING



Tim Woodcock, PLS

Introduction

Tim Woodcock is a Land Surveyor with Abbie Jones Consulting. Mr. Woodcock has over 40 years of surveying experience covering a wide range of applications, across the entire Commonwealth of Kentucky. Tim has lived his whole life in Pulaski County, Kentucky, and plans to retire to enjoy his garden and golfing in Somerset.

Tim provides office and field survey for our projects. Mr. Woodcock has extensive experience including Aerial Mapping, Utility, and Property Boundary Surveys for Aviation, Railroad lines, Commercial, Military Bases, Construction Staking, and Residential Properties.

Recent Large Projects & Farm Boundary Experience

- Hartsfield-Jackson Atlanta International Airport – Deicing Complex (2021-2022) 3d Model of new facility and connecting roadways and As Built drawings.
- KYTC Statewide Aviation (2015-Present) 74 task orders to date. We've completed surveys at every Kentucky regional airport. Our services have been used for PACS/SACS for NGS AGIS system, design surveys, runway marking, boundary and inventory.
- KDFWR Atava, Leslie County, KY (2023) – Ongoing survey of the Leslie County portion of the Cumberland Forest WMA for the Kentucky Department of Fish and Wildlife Resources and The Nature Conservancy. The areas we are surveying will be a portion (15,000 acres) of a permanent public conservation easement of 54,000 acres. Role: Land Surveyor.
- Angel's Envy Henry Campus, Henry County, KY (2018 – present) – Asbuilt survey including drone surveys, traditional surveys, and scanning for roadways, dams, and new construction.
- CVG Runway 18L, Hebron, KY (2023) – Topographic Survey to FAA standards at the US's busiest airport. We surveyed the pavement replacement plan for the Western-most North/South Runway which is over 8000 feet long. We also worked on a survey for construction.

Previous Personal Employment:

- 2009-2015 TECO Coal Corporation, Administration Programs Manager
- 2008-2009 Precision Tech Solutions, Land Surveyor
- 2000-2008 Hinkle Contracting Corporation, Surveying Supervisor
- 1995-2000 Turner Land Surveying Company/Cumberland Surveying & Drafting Corporation, Land Surveyor
- 1983-1995 Interstate Coal Company, Assistant Land Surveyor. Crew Chief and instrument operator.



EDUCATION

- ▶ Pulaski County High School, Somerset, KY 1977
- ▶ Somerset Vocational Technical School Drafting Program 1976-1978
- ▶ EKU via Laurel County State Vocational Technical School Courses in CADD
- ▶ KY Tech Laurel Co Campus, PT Instructor 1995-97 for Autocad

REGISTRATIONS & OR CERTIFICATIONS

- ▶ KY PLS 3124
- ▶ KAPS
- ▶ Grade Tech Level 1 and 2 (KY)
- ▶ Microsoft Access Level 1 & 2
- ▶ Microsoft Excel Level 1, 2, & 3
- ▶ Trimble Business Center
- ▶ KU Passport Trainer
- ▶ Dam Safety

CONTACT INFORMATION

- ▶ E: tim.woodcock@abbie-jones.com
- ▶ C: 859.227.7132

Eric Harris, PLS

Introduction

Eric Harris is a Professional Land Surveyor with Abbie Jones Consulting. Mr. Harris has over 20 years of surveying experience covering a diverse range of applications with a large focus on oil and gas work. Eric is originally from Flatwoods, KY and he enjoys camping, hiking, and cooking in his free time.

Recent Experience

- **Frankfort Prevention Park Pump Station and Conveyances, Frankfort, KY** -Lead Surveyor a 5-mile topographic survey for the design of a new forcemain and pump station to service an ever-growing medical center, local businesses and residential areas. Through the information we were able to provide to GRW (Prime) and City of Frankfort (Owner) they were able to provide a cost-effective option consolidating 9 pump stations and eliminate existing SSO and prevent future SSOs. The design will allow future development along the I-64 southwest of Frankfort. CVG airport: Topo of 2-mile runway. Role: Survey Party Chief and coordination
- **Cincinnati/Northern Kentucky International Airport (CVG) Henton, KY** - As a part of the Kenton County Airport Board's Airfield Pavement Management Program and to help make cost-effective decisions about pavement maintenance and rehabilitation, Abbie Jones was tasked to a pavement grade survey of the 11,000ft +/- runway 18C-36C, perform SUE Level 8 locates, and during the design stage we will be giving support to the geotechnical team.
- **W6 Force Main and Conveyance Piping, Boone and Kenton Counties, KY** - Lead surveyor and coordination of a topographic survey covering over 7 miles for a new forcemain and pump station. Through the information provided a design for a new forcemain and gravity sewer upside will cross Banklick Creek at multiple locations and parallels and crosses Norfolk and CSX rail right over way to multiple locations
- **KDFWR Ataya, Leslie County, KY (2023)** - Ongoing survey of the Leslie County portion of the Cumberland Forest WMA for the Kentucky Department of Fish and Wildlife Resources and The Nature Conservancy. The areas we are surveying will be a portion (15,000 acres) of a permanent public conservation easement of 54,000 acres. Role: Project Manager and Survey Party Chief.

Previous Personal Employment:

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



EDUCATION

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

REGISTRATIONS AND CERTIFICATIONS

- ▶ KY PLS #4508
- ▶ OSHA 10
- ▶ TWIC
- ▶ Honorary Kentucky Colonel

CONTACT INFORMATION

- ▶ E: eric.harris@abbie-jonas.com
- ▶ C: 606.694.1719

Jay Abbey

Introduction

Jay Abbey has a total of 28 years' experience in Field Surveys. Specializing primarily in US Government contracts, including bathymetric surveys, dam movement studies, and river revitalization studies with the U.S. Corps of Engineers. He has also had specialized training from the National Geodetic Survey in providing First and Second order leveling as well as advanced training in providing FAA standard surveys on airports throughout the United States. Jay has worked on various detailed location surveys on several Interstate Highway widening projects as well as State Highway design projects. He has worked on a wide variety of boundaries, construction layout, and topographic surveys including ALTA surveys in the state of Kentucky.

Recent Experience

- Traffic Data Collection support for Statewide Traffic Planning (sub to 3 primes), Statewide, KY (2012-present) - Work to date includes video turning movement counts, tube counts, and radar counts.
- KDFWR Atava Leslie County, KY (2023) - Ongoing survey of the Leslie County portion of the Cumberland Forest WMA for the Kentucky Department of Fish and Wildlife Resources and The Nature Conservancy. The areas we are surveying will be a portion (15,000 acres) of a permanent public conservation easement of 54,000 acres. Role: Field Surveyor.
- KYTC Statewide Aviation (sub to 1 prime), Statewide, KY (2015-Present) 74 task orders to date. We've completed surveys at every Kentucky regional airport. Our services have been used for PACS/SACS for NGS AGIS system, design surveys, runway marking, boundary and inventory.
- Angel's Envy Henry Campus, Henry County, KY (2018 - present) - Asbuilt survey including drone surveys, traditional surveys, and scanning for roadways, dams, and new construction.
- CVG Runway 18L, Hebron, KY (2023) - Topographic Survey to FAA standards at the US's busiest airport. We surveyed the pavement replacement plan for the Western-most North/South Runway which is over 8000 feet long. We also worked on survey for construction.

Previous Personal Employment:

- | | |
|-----------|---|
| 2015 | Contractor, CAD Drafting |
| 2001-2010 | GRW, Survey Party Chief, Aerial Surveys |
| 1996-2001 | MCS, Survey Party Chief. |
| 1995-1996 | EA Partners, Survey Party Chief. |
| 1992-1995 | Mitchell Engineers, Instrument Operator |
| 1991-1992 | Endicott and Associates |



EDUCATION

- ▶ Henry Clay High School Lexington, KY

REGISTRATIONS OR CERTIFICATIONS

- ▶ First Aid/CPR
- ▶ NSPS Digital Leveling Course
- ▶ KYTC Enhanced Curved Signage

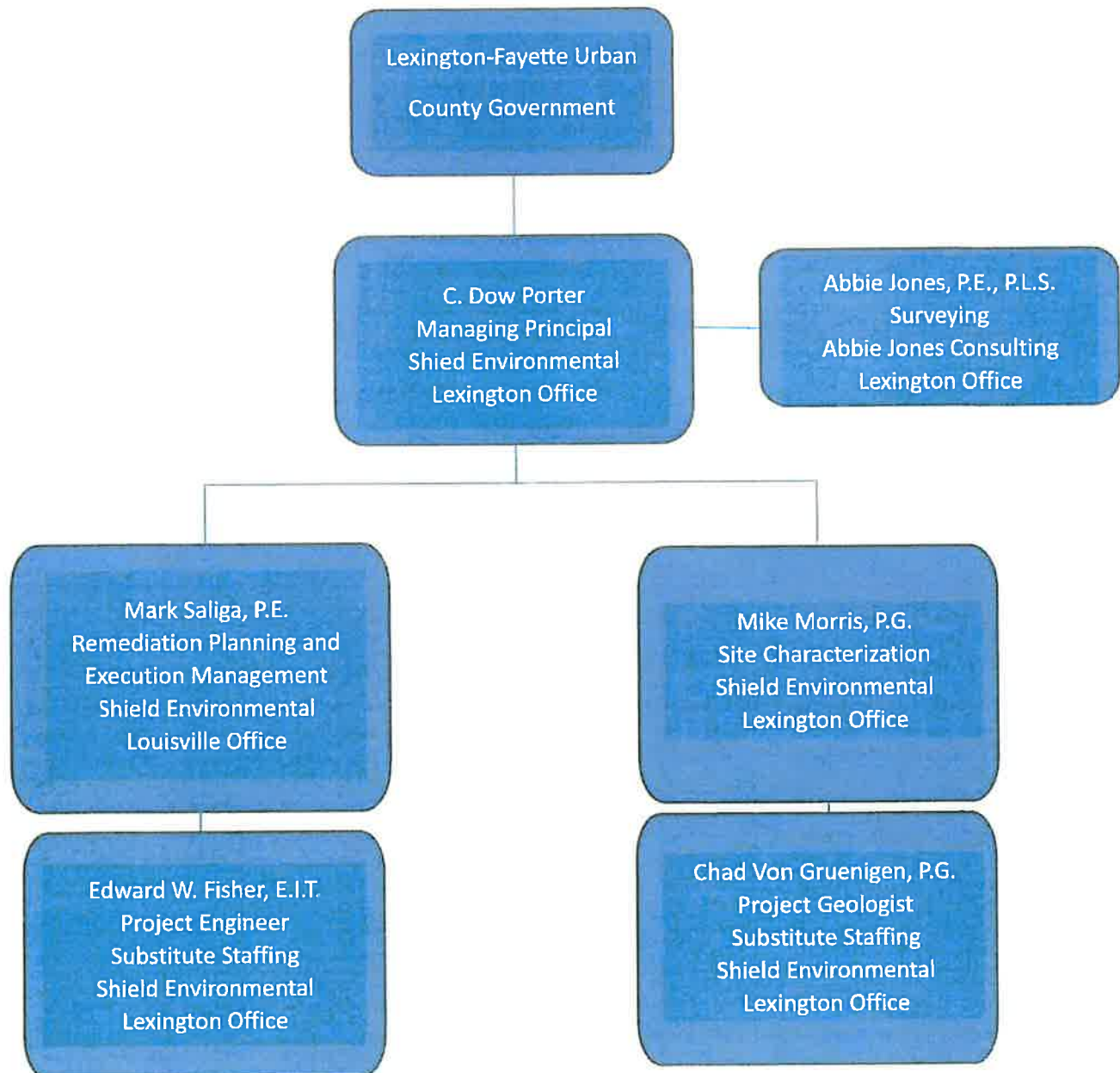
CONTACT INFORMATION

- ▶ E: jay.abbey@abbie-jones.com
- ▶ C: 859.338.7268

ORGANIZATION AND PERSON IN CHARGE OF PROJECT

Here is the information for the individual responsible for overseeing the project and an organizational chart illustrating the structure of the Shield team. The project lead for Shield Environmental will be C. Dow Porter, who serves as the Managing Partner of the company. You can reach him at the following contact information:

C. Dow Porter
948 Floyd Drive
Lexington, KY 40515
502-294-5155
Dow_Porter@shieldmw.com



4. LIST OF CLIENTS FOR WHICH SIMILAR WORK HAS BEEN PERFORMED

Our proposal for RFP 12-2024 Site Remediation 293 Southland Drive, Lexington, KY, includes a detailed list of previous clients, showcasing our extensive experience in similar projects. For each client, we provide the name, key contact information, and outline the specific projects we've completed, demonstrating our capability and expertise in the field of State Brownfield Redevelopment projects and environmental remediation. This evidence of our past successes underscores our qualification for this bid.

Client Contact

University of Kentucky – Robert Kjelland, Phone (859) 257-3285, email: robert.kjelland@uky.edu

University of Kentucky – Robert Kjelland, Phone (859) 257-3285, email: robert.kjelland@uky.edu

GCH Insurance – John Hampton, Phone (859) 977-4873, email: johnwhampton@gchinsurance.com

Traditional Bank – Dan Mason, Phone (859) 533-2959, email: dmason@traditionalbank.com

Alltech® - Mark Coffman, Phone (859) 753-6242, email: mcoffman@lexingtonbrewing.com

UCD Midland, LLC – Scott Shapiro, Phone (347) 633-0157, email: sdshapiro@gmail.com

Roberts Heavy Duty Towing – Lee Roberts, Phone (859) 797-1779, email: LeeRoberts@robertsheavydutytowing.com

JPG Financial, LLC - Joe Gay, Phone (859) 420-8776, email: joegay420@yahoo.com

Castle & Key – Will Arvin, Phone (859) 576-2400, email: will@castleandkey.com

LFUCG – Greg Lubeck, Phone (859) 258-3446, email: glubeck@lexingtonky.gov

Project Name

Central Parking Garage 5
(formerly Kennedy's
Bookstore)

Burley Tobacco Growers
Association

AutoTech Service

Midas Muffler

Blue Grass Treated Wood

Lexington Cut Stone

Baker Iron & Metal

Ledvance

Old Taylor Distillery

Webbs Dry Cleaner

5.FIRM REFERENCE PROJECTS



PROJECT: EnerSys
Richmond, Kentucky

SERVICES: Preparation of Work Plans and Project Scope of Work
Conducted Site Investigations & Waste Characterizations
Prepared Corrective Action Plans
Conducted Soil Remediation and Disposal
Particulate Air Monitoring
Stormwater Drainage Improvements and Management
Site Restoration Activities

Shield Team: C. Dow Porter, Mike Morris P.G.

DESCRIPTION:

Shield was retained to perform a site investigation due to a potential release of lead. Shield developed a thorough site investigation plan and delineated the lead impacts and characterized the wastes for proper off-site disposal. A handheld X-ray fluorescent analyzer was utilized to provide real-time field measures of lead concentrations. A comprehensive Correction Action Plan (CAP) to remediate the impacts was developed and approved by KDEP. Shield retained and provided oversight of contractors utilized during CAP implementation. Due to sensitive properties within close proximity of the site, real-time monitors were utilized to continuously evaluate for elevated particulates. During the initial phase of the project, a total of 1,834 tons of non-hazardous waste along with 80 tons of hazardous waste were removed from the site. A second phase involved the excavation and disposal of over 2,600 tons of characteristically hazardous lead waste. Following remedial activities, Shield prepared and submitted a Correction Action Completion Reports and received Notice of Completion Option C from KDEP's Superfund Branch.

VALUE ADDED:

Shield efficiently managed the site investigation and remediation taking only 154 days between submission of the CAP and receipt of Notice of Completion Option C (Clean Closure Restored). Although buried asbestos material was discovered during remedial activities, the initial phase of the project was completed for \$464,000 which was \$35,000 less than the approved budget. The second phase of hazardous waste removal was completed for \$1,376,000.





PROJECT: Derby Tank Car Superfund Site
Ekron, Kentucky

CLIENT: Kentucky Division of Waste Management – Superfund Branch
Nathan Hancock: (502) 564-6716

SERVICES: Preparation of Work Plans & Site Investigation Activities
Surface, Subsurface and Groundwater Sampling
Evaluation of Area Water Supplies
Interviews and Meetings with Community Leaders and Residents
Site Characterization and Corrective Action Plans
Remedial Design, Contractor Bid Specifications, and Oversight

Shield Team: C. Dow Porter, Mark Saliga, P.E.

DESCRIPTION:

The site is located on approximately 42 acres in size, outside of Ekron (Meade County), Kentucky. Originally operating as a distillery, the facility later became home of the Derby Tank Car Cleaning and Manufacturing company (DTC). The DTC operations consisted of cleaning, repairing, painting and lining railroad cars. The site was abandoned in the early 1990s and because potentially responsible parties could not be identified the state assumed responsibility for mitigating the site.

VALUE ADDED:

Shield's ability to assimilate and evaluate incomplete and conflicting historical data allowed this project to move forward. Regulatory and community concerns were addressed in a cost effective manner and the use of exploratory trenching coupled with real time data evaluation enabled Shield to fully characterize this site within budget constraints. Shield's approach transferred this site from a non quantifiable liability and eyesore for the citizens of Kentucky to a manageable remedial project with overall construction costs of approximately \$800,000. The remedial activities were completed in 2008.



PROJECT: Tipton Pond Remediation
Former Southern Wood Treatment Company
Mt. Sterling, Kentucky

CLIENT: Kentucky Division of Waste Management (KDWM)
Eric Brown
(502) 782-6567

SERVICES: Evaluated Historic Site Data
Prepared Project Scope of Work Plans
Conducted Site Characterization (Delineation & Waste Characterization)
Prepared Remedial Design Outline Documents
KPDES and USACE Wetland Disturbance Permitting
Prepared Remediation Construction Plans & Specifications
Conducted Remedial Construction Oversight & Documentation
Prepared Remedial Action Completion Report

SHIELD TEAM: C. Dow Porter, Mark Saliga, P.E., Mike Morris, P.G.

DESCRIPTION:

Shield was retained by the KDWM to design and implement remediation of Arsenic contaminated soil and water at the site. The environmental impacts at the site were a result of treating wood with ammoniacal copper arsenate (ACA) at the adjacent Former Southern Wood Treatment Company site. Shield first evaluated extensive historic data to prepare project work plans and then performed environmental site characterization activities for contamination delineation and waste characterization. Based on the results of this, Shield prepared Remediation Construction Plans & Specifications along with KPDES and Wetlands Permitting. During construction activities, Shield conducted Construction Oversight & Documentation on behalf of the KDWM to ensure compliance with the design.

VALUE ADDED:

Shield expedited site characterization activities to facilitate a cost-effective remedial design which allowed for targeted soil removal and therefore limited the volume of soil to be remediated. The Shield design also took advantage of site-specific features to eliminate disturbances to surrounding properties. Project construction bids were \$557,000, resulting in over \$235,000 of savings compared to the project budget.



PROJECT: Mercury Impacted WWTP Tricking Filter Abatement
Corbin, Kentucky

CLIENT: City Utilities Commission of Corbin (CUC)
Ronald Herd, General Manager (606) 528-4026

SERVICES: Preparation of Work Plans & Site Investigation Activities
Contractor Bid Specifications
Oversight of Material Screening, Removal & Disposal
Disposal Characterization and Clearance Sampling
Building Structure Demolition
Oversight of Site Restoration
Comprehensive Remediation Report

Shield Team: C. Dow Porter, Mike Morris, P.G, Mark Saliga, P.E.

DESCRIPTION:

Upon receipt of a NOV for mercury discharges, Shield was retained by CUC to conduct site investigation activities and consulting services. Based upon the findings of Shield's investigation, the NOV was rescinded, but CUC decided to remove the former Tricking Filter structure to prevent future mercury releases. Subsequently, Shield prepared an Abatement Work Plan for approval by Kentucky Division of Waste Management and prepared a Project Manual with bid specifications for contractor selection. During abatement, Shield provided direct oversight of contractor activities and consulting services for waste disposal needs. A total of 40,000 lbs of mercury impacted material was removed and disposed, the former Tricking Filter structure was demolished, and the area was restored. The site received a clean closure letter from KDWM.

VALUE ADDED:

Shield's media screening and creative abatement plan resulted in over \$150,000 in contractor cost savings for CUC. The investigation, abatement design, waste characterization, clearance sampling, and oversight services were all performed on time and within the established budget. The total project expense, including contractor fees, was completed for \$265,400.

6. LOCAL OFFICE

Shield Environmental serves as the principal contractor for the project, with **Abbie Jones Consulting** acting as a key subcontractor. Both firms are committed to leveraging their local offices to maximize the project's success, underscoring our dedication to community involvement and local expertise.

Shield Environmental was established in 1985 and has since evolved into a leading, privately-owned environmental consulting and engineering firm. With a rich history of serving industrial, municipal, commercial, and private sectors both in the U.S. and internationally, Shield is renowned for its comprehensive expertise in environmental, sanitary, and civil engineering, as well as in the sciences of air quality, geology, hydrogeology, biology, chemistry, and soil sciences.

Our Lexington, Kentucky, office, established as our headquarters, is the heart of our operations, housing 24 of our 28 professionals. This office is poised to deliver 75% of the work for the current project, emphasizing our commitment to employing local talent and resources. Additionally, our satellite office in Louisville, Kentucky, contributes 4 professionals to our dynamic team. Shield's leadership, comprising individuals with vast experience in both multinational corporations and state government, ensures unparalleled project insight and execution.

Abbie Jones Consulting, established in 2011, has rapidly grown to a team of 16 dedicated staff, with Ms. Abbie Jones herself being a licensed professional engineer and surveyor in multiple states. This firm pledges to allocate 85% of the project workload to its local staff, further reinforcing the project team's commitment to local expertise and community engagement.

Both firms not only boast significant local presence and expertise but also a shared vision of delivering safe, compliant, effective, and cost-efficient solutions tailored to the project's needs. Our combined local office staffing and utilization plans are designed to ensure that the vast majority of project services are performed by local professionals, thus supporting the local economy and ensuring a deep understanding of local environmental and regulatory contexts.

This collaboration between Shield Environmental and Abbie Jones Consulting, leveraging our strong Lexington presence and deep-rooted expertise, stands ready to meet and exceed the project's requirements, ensuring success through local engagement and specialized capabilities.

7. Disadvantaged Business Enterprise (DBE) Involvement

In line with the request for proposals (RFP) from the Lexington-Fayette Urban County Government and its goals for subcontracting to Disadvantaged Business Enterprises (DBEs), Shield Environmental is committed to fulfilling the mandate that a minimum of ten percent (10%) of the total project value be subcontracted to DBEs. We are dedicated to this cause and have made concerted efforts to collaborate with both DBE and Women's Business Enterprises (WBE) to meet these objectives.

Shield Environmental is pleased to report that the bulk of the tasks outlined in the RFP are within our expertise and will be executed by our skilled team. For specific services that are beyond our primary skills, such as



surveying and laboratory analysis, we have sought out and established partnerships with certified subcontractors to align with the inclusivity aims of the RFP.

For the project's surveying needs, we have formed a partnership with **Abbie Jones Consulting**, a certified WBE known for its surveying and engineering services. This partnership not only augments our team with crucial skills but also aligns with the RFP's diversity objectives by involving a woman-owned business for a substantial part of the subcontracted tasks.

We have successfully established a partnership with **Merit Laboratories, Inc.**, a certified DBE. This collaboration ensures that the laboratory analysis component of the project adheres to the RFP's diversity and inclusivity goals..

In adherence to the RFP's requirements, we are ready to provide a comprehensive account to the EEO Officer and the Director of the Division of Purchasing. This account will detail our extensive outreach efforts, the initial challenges faced in engaging a DBE laboratory, and the eventual successful partnership with Merit Laboratories, Inc., highlighting our commitment to broadening the inclusion of diverse suppliers despite earlier constraints.

Additionally, we remain receptive to advice and support from the Urban County Government agency in identifying and engaging with DBE subcontractors for future projects or later phases of this project, to meet and support these critical goals continuously.

Shield Environmental is dedicated to creating an inclusive and diverse project environment, demonstrated through our engagement with a **Abbie Jones Consulting**, (WBE) for surveying tasks and with **Merit Laboratories, Inc.** (DBE) for laboratory analysis.

8.STATEMENT OF HOURLY RATE

We are pleased to present detailed statement of Shield hourly rates in **Appendix I**, for our dedicated team members anticipated to contribute to the project(s). This encompasses project managers, project engineers, engineering/CAD technicians, clerical staff, and our proficient two-man survey party crews. Each position title, as outlined in the Project Team section, is assigned specific hourly rates to ensure clarity and transparency. Accompanying this proposal is a meticulously prepared spreadsheet that offers an estimate of the overall project completion cost. This estimate is based on our quoted hourly rates in conjunction with the projected hours required by each team member. Our aim is to deliver unmatched value and precision in forecasting the financial aspects of your project, ensuring a seamless and efficient collaboration.



Cost Estimate							
Site Remediation							
293 Southland Dr. Lexington, KY							
Shield Proposal No. 24-068							
ITEM	TYPE OF UNIT	UNIT COST	NUMBER OF UNITS	EXTEND. COST	MARK UP	Sub-Total	GRAND TOTAL
Task 1							
1 Project Preparation and Planning- HASP, Contractor Procurement							
Principal	hour	\$175	3	\$525			
Project Manager	hour	\$155	6	\$930			
CADD	hour	\$75	1	\$75			
Private Utility Locals	each	\$1,200.00	1	\$1,200			
Mileage	mile	\$0.85	13	\$11			
						\$2,741	\$2,741
Total							\$2,741
2 Subsurface Soil Evaluation							
Principal	hour	\$175	3	\$525			
Professional Geologist	hour	\$145	16	\$2,320			
CADD	hour	\$75.00	1	\$75			
Geoprobe 7822 DT w/ DT22 Tooling	day	\$1,200.00	1	\$1,200			
Geoprobe Operator	hour	\$85.00	10	\$850			
Bentonite	each	\$24.00	5	\$120			
DT22 5' Liners w/ core catchers	each	\$9.00	75	\$675			
Patch Material	LS	\$50.00	2	\$100			
PID Meter	Day	\$100.00	2	\$200			
Mileage	Mile	\$0.85	26	\$22			
Per Diem	day	\$25.00	4	\$100			
Sample Supplies	each	\$3.00	50	\$150			
Sub Total						\$6,337	\$6,337
VOC Soil Sample (Merit Labs)	each	\$102.00	50	\$5,100	\$8,100	15%	\$8,857
Sample Shipping	LS	\$100.00	1	\$100	\$100	15%	\$115
Survey Contractor (Abbie Jones Consulting)	LS	\$4,000.00	1	\$4,000	\$4,000	15%	\$4,600
							\$16,700
Total							\$16,700
3 Groundwater Evaluation							
Principal	hour	\$175	3	\$525			
Professional Geologist	hour	\$145	8	\$1,160			
CADD	hour	\$75	1	\$75			
Geoprobe 7822 DT w/ DT22 Tooling	day	\$1,250	1	\$1,250			
Geoprobe Operator	hour	\$85	8	\$680			
Bentonite	each	\$24	5	\$120			
Temporary Assessment Wells	each	\$250	5	\$1,250			
Geoprobe Operator	hour	\$79	12	\$948			
Patch Material	LS	\$50	2	\$100			
Mileage	Mile	\$0.85	26	\$22			
Per Diem	day	\$25	2	\$50			
Sampling Supplies	each	\$14	5	\$70			
Measuring Wheel	day	\$10	1	\$10			
Sub Total						\$8,260	\$8,260
VOC Water Sample (Merit Labs)	each	\$102	5	\$510	\$810	15%	\$887
Sample Shipping	LS	\$50	1	\$50	\$50	15%	\$58
							\$6,904
Total							\$6,904
4 Waste Characterization, EPA ID & Profiling							
Principal	hour	\$175	8	\$1,400			
Project Manager	hour	\$155	12	\$1,860			
EPA ID No	LS	\$300	1	\$300			
Sub Total						\$3,560	\$3,560
TCLP - VOCs (Merit Labs)	each	\$150	4	\$600	\$600	15%	\$690
							\$4,250
Total							\$4,250
Task 2							
5 Remediation Plan							
Principal	hour	\$175	18	\$2,800			
Senior Project Manager	hour	\$165	18	\$2,840			
Professional Engineer	hour	\$145	30	\$4,350			
Project Manager	hour	\$150	30	\$4,500			
Project Staff	hour	\$115	16	\$1,840			
Design / Drafter	hour	\$75	4	\$300			



Measuring Wheel	day	\$10	1	\$10				
Truck Mileage	Mile	\$0.85	13	\$11				
Truck Mileage	Mile	\$0.85	384	\$328				
					\$16,777		\$16,777	
Total								\$16,777
6 Building Demolition Plan								
Principal	hour	\$175	0	\$0				
Senior Project Manager	hour	\$165	10	\$1,650				
Professional Engineer	hour	\$145	20	\$2,900				
Project Manager	hour	\$150	20	\$3,000				
Project Staff	hour	\$115	0	\$0				
Design / Drafterperson	hour	\$75	4	\$300				
					\$7,850		\$7,850	
Total								\$7,850
7 Construction Contract Documents								
Principal	hour	\$175	16	\$2,800				
Senior Project Manager	hour	\$165	32	\$5,280				
Professional Engineer	hour	\$145	60	\$8,700				
Project Manager	hour	\$150	20	\$3,000				
Project Staff	hour	\$115	0	\$0				
Design / Drafterperson	hour	\$75	20	\$1,500				
Truck Mileage	Mile	\$0.85	40	\$34				
Truck Mileage	Mile	\$0.85	258	\$218				
					\$21,332		\$21,332	
Total								\$21,332
8 Bidline Assistance and Construction Administration and Oversight								
Principal	hour	\$175	20	\$3,500				
Senior Project Manager	hour	\$165	40	\$6,600				
Professional Engineer	hour	\$145	48	\$6,960				
Project Manager	hour	\$150	84	\$12,600				
Project Staff	hour	\$115	160	\$18,400				
Design / Drafterperson	hour	\$75	10	\$750				
Per Diem	day	\$25	20	\$500				
Truck Mileage	Mile	\$0.85	603	\$518				
Sub Total					\$49,820		\$49,820	
Survey Contractor (Abbe Jones Consulting)	LS	\$4,000.00	1	\$4,000	\$4,000	15%	\$4,800	
Total								\$54,620
9 Property Management Plan Update								
Principal	hour	\$175	2	\$350				
Project Geologist	hour	\$145	4	\$580				
Design / Drafterperson	hour	\$75	2	\$150				
					\$1,080		\$1,080	
Total								\$1,080
Total Project Estimate								\$132,263
Extra Sum Value for Additional Stakeholder /Property Owner Meetings Above Minimum								\$700

9. ANTICIPATED SCOPE OF WORK

This section outlines the comprehensive Site Characterization and Remedial Action Plan Scope of Work developed by Shield Environmental Associates, Inc. in response to Request for Proposal (RFP) #12-2024. Our proposal is crafted to address the complex environmental concerns associated with the specified site, leveraging our extensive expertise in engineering and environmental consulting. The scope of work is divided into critical tasks, each designed to thoroughly assess and mitigate potential environmental hazards prior to



redevelopment activities. Our approach is grounded in rigorous scientific methodology and adheres to both federal and local environmental regulations, ensuring a comprehensive understanding and resolution of the site's environmental challenges. By executing this scope of work, Shield aims to facilitate a safe, efficient, and environmentally responsible site remediation, paving the way for future development while safeguarding public health and the environment.

ENVIRONMENTAL SAMPLING AND ASSESSMENT

Subsurface Soil Evaluation

Previous investigations conducted at the subject site have found detectable concentrations of tetrachloroethylene (PCE) and cis 1,2-dichloroethylene (cis-1,2 DCE) in soil samples collected under and adjacent to the existing building. Shield estimates that approximately 20-25 soil borings will need to be advanced using one of Shield's Geoprobe® direct-push drill rigs to fully characterize subsurface soils within the proposed Voluntary Removal Area shown in **Figure 1 in Appendix A**. The main objective of the extensive sampling within the remediation zone is to help reduce the volume of soil that will require disposal as hazardous waste.

Soil samples should be collected continuously on a 2-foot interval to bedrock refusal and field screened with a calibrated photoionization detector (PIO) for the presence of volatile organic compounds (VOCs). A previous site investigation showed bedrock refusal from 5.7 to 7.7 feet below ground surface. It is recommended that two (2) samples from each boring with the highest field screening results be submitted to the laboratory for VOC analysis using USEPA SW-846 Method 8260B. Proposed soil boring locations are shown in **Figure 1 in Appendix A**.

Groundwater Evaluation

Trichloroethylene (TCE), vinyl chloride, PCE, and cis-1,2 DCE have been detected above their established Federal Maximum Contaminant Levels (MCLs) under and downgradient of the existing building.

Based on the laboratory results from previous investigations, Shield estimates that 3 to 5 temporary assessment wells (TAWs) will be required to assess the extent of groundwater impacts at the site.

Each TAW should be installed to the soil/bedrock interface with 5 feet of 0.010-inch slotted screen PVC. Groundwater samples collected from each TAW should be analyzed in the laboratory for VOCs using USEPA SW-846 Method 8260B.

Waste Characterization

It is important to note that soils impacted with solvents used in known dry-cleaning operations are likely to carry one or more hazardous waste codes. The potential Resource Conservation and Recovery Act (RCRA) waste codes for this soil would be F001, F002 (spent halogenated solvents), U210 (virgin solvent), and 0039 (tetrachloroethylene). In order for the soil to not carry these codes, analytical testing data demonstrating the soil no longer contains detectable levels of the source ingredient would be necessary. As such, in light of the data analyses contained within a previous Phase II ESA report, there's a strong likelihood that soil removed from the subject site will carry several codes and will need to be



disposed of in a Subtitle C hazardous waste landfill.

Following the initial subsurface site investigation outlined above, additional sampling will likely be necessary for TCLP VOCs to satisfy Subtitle C hazardous waste landfill requirements for the impacted soil and Subtitle D disposal facility's requirements for the disposal of any non-impacted material that originates from an area of known or suspected impacts.

Shield will assist LFUCG in obtaining a "Contained-In Determination" for the impacted material at the site. A "Contained-In" Determination is designed to allow environmental media (debris, soil, sediment, and water) contaminated with a listed hazardous waste (F, K, P or U waste codes) to be disposed of in a permitted solid waste facility only if the concentrations of the listed contaminants present are below certain levels. In the event that a Contained-In Determination can not be obtained, Shield will prepare the necessary documents required for LFUCG to obtain an EPA Hazardous Waste Generator ID for the waste requiring disposal as hazardous as well as the documents required to set up a waste profiles with the selected Subtitle C and Subtitle D facilities.

REMEDIATION PLANNING AND EXECUTION MANAGEMENT

After the Sampling and Assessment activities described above are completed, Shield will then implement remediation planning and execution for the site. These activities will include the following along with all warranted meetings with LFUCG personnel and/or state regulators:

- *Remediation Plan* preparation;
- *Building Demolition Plan* preparation;
- Construction Contract Documents preparation (*Plans & Specifications*);
- Bidding Assistance and Construction Administration;
- Remediation Oversight; and,
- Property Management Plan updates.

Below is an outline of the activities which Shield will accomplish to complete the scope of services outlined in this RFP. Shield will use our extensive experience with similar re-development projects to implement these activities so that, utilizing information provided by LFUCG related to future property use, the remediation and thus planned re-development of the Southland Drive property will be accomplished with minimal interruptions and in the most cost-effective manner possible.

Remediation Plan

Based on the results of the completed environmental assessment activities at the site, Shield will prepare a *Remediation Plan* for the Project which will include; 1) an analysis of cleanup alternatives, 2) detailed environmental remedial steps to be implemented, 3) identification of goals to achieve site closure (i.e., full or partial clean closure letter) from the Kentucky Division of Waste Management (KDWM), and as a stand-alone document, 4) an estimate of probable costs. Specifically for this Southland Drive Project, it is currently anticipated that the *Remediation Plan* will address, at a minimum, removal of surface and/or subsurface hazardous substances from the site in areas of the proposed sewer alignment. Based on LFCUG's overall long-term objectives for the property, the plan for removal of hazardous substances may be designed as "complete" or "surgical" in nature. If, for example, LFCUG's long-term goal for this site is to achieve a full



“clean” closure letter from the KDWM, then “complete” removals may be warranted. On the other hand, if LFCUG’s goal for this site via this Project is to only obtain a partial “clean” closure letter from the KDWM, then a “surgical” removal may be warranted. These options will be flushed out and decided in Shield’s collaboration with LFCUG on this Project during development of the *Remediation Plan*.

The *Remediation Plan*, through an analysis of cleanup alternatives, will also evaluate potential exposure pathways based on the potential future use of the site by the LFCUG. Shield will use this evaluation to develop cleanup objectives for the proposed remediation and gain approval by the KDWM. The *Remediation Plan* will provide a Feasibility Study which will include an evaluation of remedial alternatives and thus select the most appropriate and cost-effective alternative for implementation designed to meet LFCUG’s overall objectives for the site. Each cleanup alternative will be evaluated for, effectiveness, feasibility, and cost.

The *Remediation Plan* will provide the basis for development of required Contract Documents for implementation of the remediation and will include, related to the removal of hazardous substances from the site, the following:

- Quantity of material to be removed from the site (impacted soils, impacted groundwater, building slabs, and foundations,
- Determination of a disposal location(s) for removed material(s), including preparation of all profiles, and obtaining all necessary approvals for transport and disposal of the material,
- Measures necessary to prevent hazardous substances from migrating into the “clean” corridor of the site from surrounding soils,
- Training requirements for employees on the site conducting remediation efforts, and
- An outline of all required permits for execution of the *Remediation Plan* (possibly KYDOW Stream Construction Permit, Kentucky Division of Air Quality Demolition Permit, etc.),

The *Remediation Plan* will also outline warranted coordination with the Kentucky Division of Waste Management to obtain a full or partial “clean” closure letter for the site. It is understood that “clean” means the corridor is remediated to the residential allowable levels as defined in the Regional Screening Level Tables (for soil) or the federal MCLs (for water).

Additionally, as a stand-alone document, an Opinion of Probable Cost for the remediation, including but not limited to; material removal, transportation to and disposal at an appropriate facility, along with site restoration and stabilization will be prepared for LFUCG. It is understood that all work shall comply with the previously KDWM approved *Property Management Plan* for the Southland Drive site.

As part of this activity, Shield will coordinate and attend all warranted meetings with LFUCG staff such as review of the *Remediation Plan* at both the 50% and 100% completion stage.

Building Demolition Plan

As building demolition work is dangerous with many safety hazards and risks, a *Building Demolition Plan* is extremely important to manage those risks. While unique hazards and risks apply to each demolition work site, below are the most common that Shield may address in the *Building Demolition Plan*:

- Structural integrity of the existing structure;
- Surrounding buildings or structures;



- Hazardous material elimination from the building;
- Asbestos Containing Materials (ACM) management from within the structure in an environmentally conscious way;
- Site access and egress;
- Protection of power lines, water mains, gas lines, sewerage or other process lines either underground or above-ground;
- Disconnection of essential building utilities;
- Management of hazardous noise from demolition work; and
- PPE required for workers and other personnel.

Based on the results of the completed environmental assessment activities, Shield will prepare a *Building Demolition Plan* for the Project. The *Building Demolition Plan* will outline the work involved, assess the site risks, document the work to be accomplished and outline required safety procedures. The *Building Demolition Plan* will include:

- Overview of work;
- Identification of hazards and risks; and
- Notification of authorities.

First, the *Building Demolition Plan* will outline the demolition work scope. This will include where and when the work will occur along with key personnel and their responsibilities. Additionally, the type, height and overall size of the structure(s) to be demolished will be documented, along with the time frame to complete the work. In the overview, the *Building Demolition Plan* will also note pre-work considerations. This includes assessment of surrounding factors like public roads, or underground/above ground essential services like gas, water mains and/or power lines.

Next, the *Building Demolition Plan* will assess risk. Importantly, this assessment will identify safety hazards, risks, and determine appropriate control measures to carry out the work safely. In addition, the *Building Demolition Plan* will identify potential damage, and steps to mitigate, to the environment because of the planned demolition work.

Additionally, the *Building Demolition Plan* will describe any Permits from relevant regulatory authorities that may be required for the demolition work. This may include ACM removal plans & permits, air emissions permits, and stormwater management permits.

Construction Contract Documents

To implement the scope of work outlined in the *Remediation Plan* and the *Building Demolition Plan* outlined above, Shield will prepare *Construction Contract Documents* (i.e. Plans & Specifications) for Public Bid for the Project.

These *Construction Contract Documents* will include Construction Specifications which will detail the work to be accomplished and the quality of workmanship required. The Specifications will be utilized in conjunction with Construction Plans (i.e., Drawings) for the Project. Through the development of the *Construction Contract Documents*, Shield will work to take advantage of the following to ensure successful implementation of both the *Remediation Plan* and the *Building Demolition Plan*:



- In-Depth design & analysis of the site to produce the most cost-effective and value-added design for the work;
- Enhanced collaboration between Shield, LFUCG and the sewer extension design team to seek out synergies for an optimal remediation design;
- Creative Problem-Solving with flexibility to change the design approach if warranted; and Definition of construction costs. Knowing the cost of construction via the For Bid process before project construction begins will limit the financial exposure of LFUCG; and
- Because this is a “specialty project” for LFUCG, Shield will work to allow LFUCG to tackle this challenging Project with minimal issues throughout construction.

The *Construction Contract Documents* will be in the form of a Bid Set which will be presented to the LFUCG's Division of Water Quality Project Manager for approval prior to advertisement for Public Bids. Once Bids are received and the Contractor is selected, a Final Construction Set of the *Construction Contract Documents* will be prepared and presented to LFUCG's Division of Water Quality Construction Manager at a Pre-Construction Meeting.

As part of this activity, Shield will coordinate and attend all warranted meetings with LFUCG staff such as review of the *Construction Contract Documents* at both the 30% and 90% completion stage.

Bidding Assistance and Construction Administration

As part of the preparation of the *Construction Contract Documents*, Shield will work to assist the LFUCG Division of Purchasing with bidding services. This assistance will include:

- Advertisement for Bid;
- Coordinating and preparation of meeting summary of the Pre-Bid Conference;
- Preparation of Addenda and assisting Purchasing with any Addenda;
- Preparation of a Bid Tabulation and a letter of Recommendation to Award; and
- Preparation of a meeting summary of the Pre-Construction Conference.

After a Contractor is selected for the demolition and remediation work, Shield will work to assist the LFUCG with construction administration services, including:

- Review and process shop drawings;
- Daily site observation/monitoring;
- Review monthly pay requests from the Contractor;
- Coordinate and respond to Requests for Information (RFI) and Change Order (CO) requests;
- Coordinate and prepare documents necessary for the approval of Contract Change Orders;
- Schedule, conduct, and prepare meeting summaries of construction progress meetings;
- Attend and prepare meeting summary of a “Punchlist” Meeting;
- Prepare Record Drawings; and
- Prepare Project closeout documents (Engineer's Certification, Notices of Termination of permits, etc.)



Property Management Plan Update

As part of the Project's close-out, Shield will update the site's *Property Management Plan* to reflect updated site conditions. The *Updated Property Management Plan* will include a summary of the impacted media that remains, if any, after implementation of the site remediation and provide the requirements and recommendations needed during any future site re-development and/or sanitary sewer improvement work at the site.

Custom Solutions: The Shield Pledge

In our proposal, we emphasize that Shield Environmental's estimates are made in good faith, tailored to the unique challenges of remediating a contaminated site. The USDA Rural Development Utility Program Fee Guide's recommendations, while valuable, do not fully cater to the specific needs of this project. This discrepancy highlights the specialized nature of our work, requiring customized solutions. Our approach is designed with precision and a commitment to environmental integrity, ensuring effective and sustainable outcomes.



APPENDIX A

Figure 1



FEBRUARY 2024
 PROJECT NO: 123-2880
 DRAWN BY: SW
 APPROVED BY: CJP

FIGURE 1
 PROPOSED SITE CHARACTERIZATION SOIL BORING LOCATIONS MAP
 FORMER WEBBS DRY CLEANING
 289 SOUTHLAND DRIVE
 LEXINGTON, FAYETTE COUNTY, KENTUCKY

SHIELD
 ENVIRONMENTAL ASSOCIATES, INC.
 946 Floyd Drive
 Lexington, KY 40505
 (606) 294-6165

**APPENDIX B
ANNENDUM #1**

MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #1

RFP Number: #12-2024

Date: February 23, 2024

Subject: Remediation Plan for 297 Southland Drive

Address inquiries to:
Brian Marcum
brianm@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced RFP:

The RFP submittal date has been extended to Friday, March 1, 2024 at 2:00 PM EST.

- **Submitters should identify how many local (per rfp) workers will be in work force calculation. Please show your local employment as a percentage of your total workforce to be used in the performance of this rfp.**
- **Design Fee is to be based on USDA/RD rate schedule, but they didn't know the construction cost estimate to determine that since it's based on percentage of construction. The proposed corridor and pipe profile is shown in the RFP. Assume all material in the corridor down to bedrock will be removed and backfilled, unless the Phase II ESA indicates otherwise.**
- **Do we provide RD Summary Sheet? It's public I think on their website and use that as basis? Yes. The May 2022 Kentucky USDA Rural Development Utility Program Fee Guide is attached.**
- **The selected consultant shall begin work on obtaining Kentucky eClearinghouse approval of the project upon issuance of the Notice to Proceed. Instructions for accessing the Kentucky eClearinghouse website and specific information on the grant is included in the attachment labeled E 7.**
- **According to the USDA Rural Development Utility Program Fee Guide, rates are shown as a percentage of construction cost which is provided as ranges. The overall remediation cost will not be known during performance of the requested Phase II Site Assessment. Thus, are hourly rates for**



labor, equipment, material & expenses acceptable? Hourly rates for labor, equipment, material and expenses are acceptable to be used as the basis for any change orders (additive or deductive). The proposed corridor and pipe profile is shown in the RFP. Assume all material in the corridor down to bedrock will be removed and backfilled, unless the Phase II ESA indicates otherwise. Total scope fee will be based upon this information.

- Will the existing building be demolished before Phase II begins, or after? Existing building will be demolished to slab level before the Phase II.
- Should demolishing the building be included as part of the remediation efforts? Building slab and foundations removal are part of the remediation effort.
- Should a hazardous material survey be conducted during the Phase II work? Building material sampling has been done under separate contract and material will be abated under separate contract. Successful firm may request a copy of the building material survey.
- What are the necessary documents to be submitted to the Kentucky eClearinghouse to obtain a Kentucky eClearinghouse Endorsement Letter? Ky eClearinghouse information previously provided and instructions for accessing the eClearinghouse are attached.
- What details / information is needed for the Certificate of Project Completion? Exhibit 11 from the grant award documents is attached.

Exhibits Attached
 RDA Fee Schedule
 eClearinghouse Information
 E7 eClearinghouse endorsement
 E11 Certificate of Project Completion



Todd Slatin, Director
 Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: Shield Environmental Associates, INC.

ADDRESS: 948 Floyd Drive, Lexington, KY 40505

SIGNATURE OF BIDDER: 



**APPENDIX C
AFFIDAVIT**

AFFIDAVIT

Comes the Affiant, C. Dow Porter, and after being first duly sworn, states under penalty of perjury as follows:

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

Further, Affiant sayeth naught.

C. Dow Porter

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by C. Dow Porter on this the 1st day of March, 2024

My Commission expires: May 26, 2026

NOTARY PUBLIC, STATE AT LARGE

Danita Farris



**APPENDIX D
AFFIRMATIVE ACTION PLAN**

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

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

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

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

Sherita Miller, MPA, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507

smiller@lexingtonky.gov

Firm Submitting Proposal: *Shield Environmental Associates, INC.*

Complete Address: *948 Floyd Drive, Lexington, KY 40505*
Street City Zip

Contact Name: *C. Dow Porter* Title: *Managing Principal*



Telephone Number: *(859) 294-5155* Fax Number:

Email address: *dow_porter@shieldmw.com*



March 8, 2021

Rhonda Triplett-Sharfe
Administrative Specialist II
Finance and Administration Cabinet
Office of Equal Employment Opportunity/Contract Compliance
702 Capital Avenue – Capitol Annex, Room 395
Frankfort, KY 40601

**Subject: Shield Environmental Associates, Inc.
Affirmation Action Plan – Updated for 2021**

Dear Ms. Triplett-Sharfe,

Shield Environmental Associates, Inc. (Shield) is in receipt of the February 17, 2021 notification letter, whereby your office instructed Shield to submit a bona fide affirmative action plan.

As such, we have updated our Affirmative Action Plan including newly established goals for compliance (AAP Part 2) and an Affidavit of Effort To Comply (AAP Part 3). This updated plan is attached to this letter.

After reviewing Shield's plan, please feel free to contact me or Dow Porter with any questions or concerns.

Sincerely,
SHIELD ENVIRONMENTAL ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Mark F. Sweet".

Mark F. Sweet, P.G.
President

Attachment



Lexington
948 Floyd Drive
Lexington, KY 40505
Telephone 859.294.5155
Fax 859.294.5255
www.shieldenv.com

Louisville, KY

**SHIELD ENVIRONMENTAL ASSOCIATES, INC.
AFFIRMATIVE ACTION PLAN**

February 19, 2021

Shield Environmental Associates, Inc. (Shield) is an employee-owned, full-service environmental engineering and consulting firm with offices located in Lexington and Louisville, Kentucky. This plan has been developed by Shield in order to ensure that all individuals have an equal opportunity for employment, without regard to race, color, religion, sex, national origin, disability or status as a Vietnam era or special disabled veteran.

Shield has developed policies and procedures to guide the firm in its effort to avoid discriminatory hiring practices. This plan shall serve as a set of specific, result-oriented procedures to which the firm will apply every good faith effort to ensure compliance.

As such, to comply with the requirements of the Kentucky EEO Act, KRS 45.600(3), Shield will enact the following measures:

1. Equal and fair treatment will be provided to all employees regardless of race, color, religion, national origin, sex, age, or disability.
2. A complete up-to-date record of employees classified by race, sex, and job classification will be maintained and semi-annual reports will be submitted to the Kentucky Office of Equal Employment Opportunity and Contract Compliance.
3. All employees will be advised at the time of employment that Shield is an equal opportunity / affirmative action employer and that hiring, promotion, or demotion is based on an individual's qualifications and ability to perform the work.
4. Shield will cooperate with and support apprenticeship-training programs based on affirmative action.
5. Recruiting advertisements and all notices relating to employment will include the clause "An Equal Opportunity Employer M/F/D". This clause will be printed on all correspondence and notices relating to employment.
6. A company policy statement outlining Shield's commitment to equal employment opportunity and affirmative action will be posted in conspicuous places throughout our offices.

7. Shield has appointed Amy Dunagin to serve in the capacity of the equal employment opportunity / affirmative action (EEO/AA) officer. The EEO/AA is authorized to supply reports and represent Shield in all matters regarding this affirmative action plan.
8. The name, address and telephone number of the EEO/AA officer will be posted in conspicuous places throughout the facility. The officer will be responsible for the following:
 - A. Implementing all phases of the affirmative action plan;
 - B. Maintaining a close liaison with the compliance staff of the Commission on Human Rights regarding non-discriminatory requirements;
 - C. Conducting periodic audits of employment practices to ensure non-discrimination;
 - D. Semi-annual or more frequent instruction of all supervisory personnel about equal opportunity / affirmative action non-discrimination responsibilities;
 - E. Periodically instructing supervisors about their responsibilities to ensure that minorities are not subject to any type of discriminatory practices or harassment;
 - F. Semi-annual reviews with all supervisory personnel to ensure that the EEO / AA program is being implemented at all levels;
 - G. Notifying all minority recruitment sources in writing that Shield is an equal opportunity / affirmative action employer and notification to same of job openings;
 - H. Notification to all eligible employees regarding promotions or vacancies to ensure equal employment opportunity;
 - I. Maintaining all facilities and activities on a non-discriminatory basis;
 - J. Maintaining applicant flow data with the title of job, referral source, sex, race, and final action with reasons for any rejections; and
 - K. Seeking to utilize minorities to the same degree as all others based on the following factors in the civilian labor area:
 1. The minority population of the labor area surrounding the facility;

2. The size of the minority unemployment forces in the area surrounding the facility;
3. The percentage of the minority workforce as compared with the total workforce in the area;
4. The availability of minorities having requisite skills in the immediate labor area;
5. The availability of minorities having requisite skills in the reasonable recruitment area;
6. The availability of promotable and transferable minority employees in the company;
7. The existence of institutions capable of training persons in the requisite skills; and
8. The degree of training the company is reasonably able to undertake as a means of making all job classes available to minorities.



Signature of Company Official


President

Title

February 19, 2021

Date

Commonwealth of Kentucky
Finance and Administration Cabinet
Office of EEO/Contract Compliance
Room 395, Capitol Annex, Frankfort, KY 40601
Ph: (502) 564-2874 / Fax: (502) 564-1055
AFFIRMATIVE ACTION PLAN GOALS & TIMETABLES FORM
(AAP Part 2)

JOB CATEGORIES	Present Workforce			Total Projected Openings	Commitment To Increase Minority Utilization				Commitment To Increase Female Utilization				
	Total Employees	Total Minorities	Total Females		2021 Minorities	2022 Minorities	2023 Minorities	2024 Minorities	2021 Females	2022 Females	2023 Females	2024 Females	
Officials and Managers	3		1	0									
Professionals	15		3	0	2	1	1	1					
Technicians	4		2	0									
Sales													
Clerical	1		1	0									
Craft Workers (skilled)	1			0									
Operatives (semiskilled)													
Laborers (unskilled)													
Service													
TOTAL	24		7	0	2	1	1	1					
For Official Use Only													
Name of Firm: Shield Environmental Associates, Inc.													
Company Official's Signature: 										Title: President			
Telephone: 859-294-5155										Fax: 859-294-5255		Date: March 8, 2021	

AFFADAVIT OF EFFORT TO COMPLY
(AAP Part 3)

The undersigned, after first being duly sworn, states as follows: I Mark F. Sweet, have authority to sign this affidavit on behalf of Shield Environmental Associates, Inc. Shield Environmental Associates, Inc.'s work force is not reflective of the percentage of minorities in the labor area. However, according to the Kentucky EEO Act, KRS 45.600(6), Shield Environmental Associates, Inc. has complied with all other affirmative action requirements. Further, Shield Environmental Associates, Inc. has made every reasonable effort to comply with said percentage requirements.

AFFIANT:



Company Official's Signature

President

Title

February 19, 2021

Date

COMMONWEALTH OF KENTUCKY
COUNTY OF _____

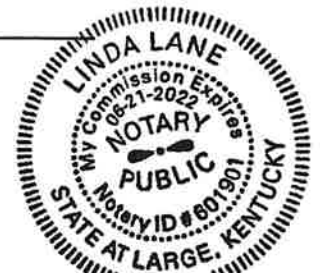
Subscribed and sworn to before me by Mark F. Sweet, President of Shield Environmental Associates, Inc. this 19th day of February, 2021

MY COMMISSION EXPIRES ON:

Linda Lane

NOTARY PUBLIC

June 21, 2022



**APPENDIX E
AMERICAN RESCUE PLAN**

AMERICAN RESCUE PLAN ACT

CERTIFICATION OF COMPLIANCE FOR AMERICAN RESCUE PLAN ACT EXPENDITURES

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

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

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

2. Pursuant to 24 CFR 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. Either party may terminate this Agreement for good cause shown with forty-five (45) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 45 days, then the Agreement shall terminate on the forty-fifth day.

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

be limited to the following:

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

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

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

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:
 1. *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*
 2. *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*
 3. *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or*

upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*
5. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.*
- 5.
- 6.
6. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*
7. *The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.*
8. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.*
9. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*
10. *The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.*
11. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.*

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

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

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

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

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

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


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

Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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


Signature


Date

**APPENDIX F
EQUAL OPPORTUNITY AGREEMENT**

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

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

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

Bidders

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



Signature

Shield Environmental Associates, INC.

Name of Business

**APPENDIX G
GENERAL PROVISIONS**

GENERAL PROVISIONS

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

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

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

error in writing and request modification or clarification of the document if allowable by the LFUCG.

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

A. Termination for Cause

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

B. At Will Termination

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

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and

further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

LeBter
Signature

2/29/24
Date

**APPENDIX H
MWDBE PARTICIPATION FORMS**

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 12-2024

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Abbie Jones Consulting	WBE	Surveying	\$8,000	6%
2. Merit Labs	DBE	Laboratory Analytical	\$6,210	4%
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.

Shield Environmental Associates, INC.
Company

March 1, 2024
Date

C. Dow Porter 
Company Representative

President
Title

**APPENDIX I
SHIELD HOURLY RATES**

**SHIELD ENVIRONMENTAL ASSOCIATES, INC.
Rate Schedule for 2024**

Direct Labor:

Principal	PR	175.00 hour
Senior Project Manager	SPM	165.00 hour
Project Manager	PM1	155.00 hour
	PM2	150.00 hour
Engineer/Geologist		
Professional Engineer	PE1	145.00 hour
	PE2	130.00 hour
	PE3	120.00 hour
Professional Geologist	PG1	145.00 hour
	PG2	130.00 hour
	PG3	120.00 hour
Project Staff	PS1	115.00 hour
	PS2	105.00 hour
	PS3	100.00 hour
	PS4	95.00 hour
Licensed Asbestos Inspector	ACM	140.00 hour
Certified WWTP Operator	CO	95.00 hour
Environmental Technician	ET1	85.00 hour
	ET2	80.00 hour
GeoProbe® Operator	GPO	85.00 hour
Design/Draftsperson	CD1	75.00 hour
Word Processor	CL1	65.00 hour
General Laborer	GL	65.00 hour

Drilling Equipment:

GeoProbe® - 54 LT	Full Day	1,200.00 *
	Half Day	700.00 *
GeoProbe® - 6620 DT	Full Day	1,000.00 *
	Half Day	625.00 *
GeoProbe® - 7822 DT	Full Day	1,200.00 *
	Half Day	700.00 *

Direct Expenses:

Subcontract Services	Cost plus 15%
Travel, Field Supplies, Non-listed Direct Expenses	Cost plus 15%
Mileage Charge	0.85 mile
Truck Charge (in Lieu of Mileage)	125.00 day
Truck Charge w/Lift Gate (in Lieu of Mileage)	135.00 day

* Plus Labor, Mileage and Materials

**APPENDIX J
WORKFORCE ANALYSIS FORM**

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 12-2024

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Abbie Jones Consulting	WBE	Surveying	\$8,000	6%
2. Merit Labs	DBE	Laboratory Analytical	\$6,210	4%
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.

Shield Environmental Associates, INC.
Company

C. Dow Porter 
Company Representative

March 1, 2024
Date

President
Title



ADDENDUM #1

RFP Number: #12-2024

Date: February 23, 2024

Subject: Remediation Plan for 297 Southland Drive

Address inquiries to:
Brian Marcum
brianm@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced RFP:

The RFP submittal date has been extended to Friday, March 1, 2024 at 2:00 PM EST.

- **Submitters should identify how many local (per rfp) workers will be in work force calculation. Please show your local employment as a percentage of you total workforce to be used in the performance of this rfp.**
- **Design Fee is to be based on USDA/RD rate schedule, but they didn't know the construction cost estimate to determine that since it's based on percentage of construction. The proposed corridor and pipe profile is shown in the RFP. Assume all material in the corridor down to bedrock will be removed and backfilled, unless the Phase II ESA indicates otherwise.**
- **Do we provide RD Summary Sheet? It's public I think on their website and use that as basis? Yes. The May 2022 Kentucky USDA Rural Development Utility Program Fee Guide is attached.**
- **The selected consultant shall begin work on obtaining Kentucky eClearinghouse approval of the project upon issuance of the Notice to Proceed. Instructions for accessing the Kentucky eClearinghouse website and specific information on the grant is included in the attachment labeled E 7.**
- **According to the USDA Rural Development Utility Program Fee Guide, rates are shown as a percentage of construction cost which is provided as ranges. The overall remediation cost will not be known during performance of the requested Phase II Site Assessment. Thus, are hourly rates for**



labor, equipment, material & expenses acceptable? Hourly rates for labor, equipment, material and expenses are acceptable to be used as the basis for any change orders (additive or deductive). The proposed corridor and pipe profile is shown in the RFP. Assume all material in the corridor down to bedrock will be removed and backfilled, unless the Phase II ESA indicates otherwise. Total scope fee will be based upon this information.

- Will the existing building be demolished before Phase II begins, or after? Existing building will be demolished to slab level before the Phase II.
- Should demolishing the building be included as part of the remediation efforts? Building slab and foundations removal are part of the remediation effort.
- Should a hazardous material survey be conducted during the Phase II work? Building material sampling has been done under separate contract and material will be abated under separate contract. Successful firm may request a copy of the building material survey.
- What are the necessary documents to be submitted to the Kentucky eClearinghouse to obtain a Kentucky eClearinghouse Endorsement Letter? Ky eClearinghouse information previously provided and instructions for accessing the eClearinghouse are attached.
- What details / information is needed for the Certificate of Project Completion? Exhibit 11 from the grant award documents is attached.

Exhibits Attached
RDA Fee Schedule
eClearinghouse Information
E7 eClearinghouse endorsement
E11 Certificate of Project Completion



Todd Slatin, Director
 Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE OF BIDDER: _____



KENTUCKY USDA/RURAL DEVELOPMENT UTILITY PROGRAM FEE GUIDE

(This will not become a part of the agreement)

The following Tables I and II are designed to represent usual and customary reimbursement percentages for the fees for Professional Engineering Services and Resident Project Representatives respectively. These tables are to be utilized in conjunction with projects using the "Engineers Joint Contract Documents Committee (EJCDC) documents for Project Contract Documents to help provide guidance when determining applicable fees.

TYPICAL FEES FOR PROFESSIONAL ENGINEERING SERVICES COMPLEXITY BASED ON CONSTRUCTION COST

TABLE I – BASIC DESIGN

These fees shall pertain to projects requiring complex or detailed engineering design. This will include sewage treatment plants, sewage collection systems, sewage lift stations, water treatment plants, water distribution mains and appurtenances, water pump stations, water storage facilities and renovations of water and sewer facilities.

<u>NET CONSTRUCTION COST</u>	<u>PERCENTAGE FEE</u>
100,000	14.00
200,000	12.20
300,000	11.25
400,000	10.70
500,000	10.30
600,000	9.73
700,000	9.45
800,000	9.20
900,000	9.00
1,000,000	8.85
2,000,000	7.65
3,000,000	7.22
4,000,000	6.90
5,000,000	6.75
6,000,000	6.65
7,000,000	6.55
8,000,000	6.45
9,000,000	6.40

Fees for less complex projects such as light industrial buildings, roads, streets, storm drains 24 inches and larger, and appurtenances related thereto are typically 85% of the above Table I percentages.

FEES FOR RESIDENT PROJECT REPRESENTATIVE SERVICES

TABLE I I – INSPECTION COSTS

<u>NET CONSTRUCTION COST</u>	<u>PERCENTAGE FEE</u>
100,000	13.00
200,000	10.40
300,000	8.80
400,000	8.00
500,000	7.40
600,000	6.80
700,000	6.40
800,000	6.00
900,000	5.80
1,000,000	5.60
2,000,000	4.60
3,000,000	4.00
4,000,000	3.70
5,000,000	3.50
6,000,000	3.32
7,000,000	3.20
8,000,000	3.12
9,000,000	3.05

NOTE: Add two percent to the above Table II percentages for treatment facilities.

GENERAL INFORMATION FOR BASIC AND RESIDENT PROJECT REPRESENTATIVE FEES

The Resident Project Representative will maintain a daily log meeting USDA/Rural Development Utility Program requirements. If remaining funds are used and additional construction is designed and bid, the project is considered a new project and an amendment will need to be executed.

Kentucky Eclearinghouse Instructions

website: https://kydlgweb.ky.gov/eClearinghouse/16_echHome.cfm



You can use any web browser on any type of device!

Log in screen:

New users please set up an account, fill out the form and submit. The Eclearinghouse will send you by email an ID and password. Please be patient someone has to be in the office to do this.

Existing users please click "forgot my password". Enter your username on the next screen and click "reset". The program will update your password and email it to you. If you already have your password, go ahead and enter that and hit "Login".

When you get your email with the ID/Password and you log in the first thing you need to do is go to "change password". Make your new password anything that you want.

There is a box with instructions on every page, please refer to them as needed or print them out to have.

Once logged in you will see your "Workbasket".

The screenshot shows the top of the Kentucky eClearinghouse website. At the top left, there are two browser tabs labeled "Kentucky eClearinghouse". The address bar shows the URL: https://kydlgweb.ky.gov/eClearinghouse/16_echWorkbasketViewAs.cfm?User_ID=2853. Below the address bar is the Kentucky State Seal and the text "KENTUCKY ECLEARINGHOUSE". A navigation bar contains the following links: "Workbasket", "HOME", "New Project", "Change Password", "CONTACT US", and "Logout".

ADMINISTRATIVE VIEW

Workbasket for [Redacted]

The administrative view interface is divided into several sections:

- ASSIGNMENTS:** A table with columns: SA, Project Type, County, Title, Last Review Date, Days in Review, and Assignments Complete.
- MY PROJECTS:** A table with columns: SA, Project Title, County, Title, Last Review Date, Days in Review, and Assignments Complete. It lists three projects:

SA	Project Title	County	Title	Last Review Date	Days in Review	Assignments Complete
KY201303050163	Health / Substance Abuse / Children's Health Services	GRAVES	Graves County ASAP(CRLF)Drug Free Communities - grant		Completed	Not Assigned VIEW
KY201203160276	Health / Substance Abuse / Children's Health Services	GRAVES	Graves County ASAP(CRLF)Drug Free Communities grant		Completed	Not Assigned VIEW
KY201103160338	Health / Substance Abuse / Children's Health Services	GRAVES	Graves County ASAP		Completed	Not Assigned VIEW
- MY PEOPLE:** A search form with fields for "First Name:", "Last Name:", and "Company", and a "SEARCH" button.
- REPORTS:** A button labeled "REPORTS".
- INFORMATION REQUESTS:** A table with columns: SA, Requestor, Agency, Subject, Date, Days, and Status.
- REGISTRATION REQUESTS:** A table with columns: Name, Company, Phone, and Request Date.

APPLICANT

If you are an applicant and would like to put in an application for a review: Click "New Project" at the top. This opens the application form to be filled out. The asterisk * means this is a required field (most are). The information in red are notes to help you.

SAMPLE: I have cut some of the parts out to fit it to the page.

Project View

APPLICANT INFORMATION		
Applicant Company: *	Test Applicant	Applicant Type: * Non-Profit
Applicant Courtesy:	Mr.	Submitter (You, the person filling out this form)
Applicant First Name: *	Lee	Submitter First Name: * Lee
Applicant Last Name: *	Johnson	Submitter Last Name: * Johnson
Applicant Phone: *	(502) 222-4445	Submitter Phone: * (502) 222-4544

PROJECT INFORMATION		
Project Type: *	Other (Specify)	Applicant County: * Franklin
Project Number (WRIS):		Multiple Counties: <input type="checkbox"/>
Project Title: *	Arts and Craft Bow Making Class	List Counties:
Construction: *	Non-Construction	Congressional Districts: * 1: <input type="checkbox"/> 2: <input type="checkbox"/> 3: <input type="checkbox"/> 4: <input type="checkbox"/> 5: <input type="checkbox"/> 6: <input type="checkbox"/>

CFDA INFORMATION	
CFDA Number: *	CFDA Title: *
45.122	Federal Bow Making

Federal Agency: *	Other - (Specify)	Project Description: * (Project Description needs to have a site address and the who, what, when and where of the project)
Start Date: *	01/01/2017	
Is the Applicant delinquent on any Federal debt? *	No	(I want to teach bow making in the state of KY. I will use my own home to do this in. I need the money for the supplies and my salary.
If yes, explain:		

ESTIMATED FUNDING			
Federal:	\$500.00	Program Income:	\$0.00
Applicant:	\$500.00	Other (Specify):	
State:	\$500.00		\$0.00
Local:	\$500.00	Total:	\$2,000.00

[EDIT PROJECT](#) |
 [UPLOAD DOCUMENT](#) |
 [COMPLETE PROJECT](#) |
 [NEW PROJECT](#)



MY PEOPLE

REVIEW

When you finish filling out the form you will hit "Save" at the bottom. Then you will see other boxes pop up at the bottom. You can do a few things here.

EDIT PROJECT: If you would like to change something this is the time to do it. Once its complete you cannot edit the project.

UPLOAD DOCUMENT: If you have something that you would like to upload, click "upload document" and follow the directions. You might want to send a map or an approval letter of some sort, a lengthy project description or plans, whatever you think might benefit the reviewers of your project. Acceptable document types include PDF's, Word Documents and most images.

COMPLETE THE PROJECT: If everything is good to go click this button and it will give the project the State Applicant ID Number (SAI). You cannot edit after you click this button.

DELETE PROJECT: If you click this button your project is gone forever.

Once you click Complete the Project, it takes you back into your workbasket. (note the picture) You will see your latest project at the bottom of the list under "My Projects". You can click View and it will take you back into the project.

The screenshot displays a web application interface with several sections:

- MY PROJECTS:** A table with columns: SAI, Project Type, County, Title, Last Review Date, Days In Review, Assignments Complete, and a View link.
- INFORMATION REQUESTS:** A table with columns: SAI, Requestor, Agency, Subject, Date, Days, and Status.
- REGISTRATION REQUESTS:** A table with columns: Name, Company, Phone, and Request Date.
- Navigation/Action Buttons:** SEARCH, REPORTS, SEARCH ALL PROJECTS, ADMINISTRATIVE.
- Footer:** PRIVACY, SECURITY, ACCESSIBILITY, OLS HOME.

SAI	Project Type	County	Title	Last Review Date	Days In Review	Assignments Complete	View
KY201612021264	Other (Specify)	Franklin	Arms and Craft Bow Making Class	12/02/2016	0	Not Assigned	VIEW

If you notice at the top of the page it will have the SAI number, once you get this the project is in review with the KY State Eclearinghouse.

Project View

KY201612021264

APPLICANT INFORMATION		
Applicant Company:	Test Applicant	Applicant Type: * Non-Profit
Applicant Courtesy:	Mr.	Submitter (Not the person filing out this form)



You will notice at the bottom of the project view page that the comments from the state agencies are seen. You will get a letter from the Eclearinghouse when all the reviewers have made comments.

DOCUMENTS		
Test page upload	This is a test page map, not really a project.	VIEW

COMMENTS		
COORDINATOR'S REVIEW		
KY Heritage Council Yvonne Sherrick	Endorse with Comments To receive a review from the KY Heritage Council/State Historical Preservation Office (SHPO) you must follow the instructions located on their website at http://www.heritage.ky.gov/siteprotect/ . There you will find the required documents for the Section 106 Review and Compliance for 36 CFR Part 800. This Section 106 submission process to SHPO will assist applicants and agencies in providing the appropriate level of information to receive comments from SHPO. If you have any questions please contact Yvonne Sherrick, Administrative Specialist III, (502) 564-7005, Ext. 113, yvonne.sherrick@ky.gov	

UPLOAD DOCUMENT	WITHDRAW PROJECT
---------------------------------	----------------------------------

If you find that you don't want this project reviewed or, if it's a water or wastewater application that needs to be edited in the Project Profile/WRIS you can click the "Withdraw Project" at the bottom of the view project page. Remember, if you do this the project will not be in review and it will no longer be seen by you. So, please make sure this is what you really want to do before you click that button.

Please Note: KY Heritage Council (KHC) has a pre-canned comment for the applicant. You must follow the instructions for the Section 106 Review to get compliance from KHC. The sooner you do this the quicker you will have a review from KHC.

REVIEWER

As a reviewer your workbasket will be both Applicant and Reviewer. You no longer need two workbaskets. The log in page is the same as the example for the applicant at the top.

You will need to add "My People" to be able to send reviews to others in your organization. If you don't have anyone that you need to send projects to then you won't add any "My People".

When you log in, you will see Assignments, this is where your project assignments for review are.

The screenshot displays the reviewer interface for the Kentucky eClearinghouse. The browser address bar shows the URL: https://kydlgweb.ky.gov/eClearinghouse/16_echWorkbasketViewAs.cfm?User_ID=5386. The main content area is divided into several sections:

- ASSIGNMENTS:** A table listing project assignments for review.
- MY PROJECTS:** A table listing projects assigned to the reviewer.
- INFORMATION REQUESTS:** A table listing information requests.
- REGISTRATION REQUESTS:** A table listing registration requests.
- MY PEOPLE:** A section for managing users, currently showing Lee Nalley, DLG with a REMOVE button.
- SEARCH:** A search form with fields for First Name, Last Name, and Company, and a SEARCH button.
- REPORTS:** A button for accessing reports.
- SEARCH ALL PROJECTS:** A button for searching all projects.

At the bottom of the page, there are links for PRIVACY, SECURITY, ACCESSIBILITY, and DLG HOME.

SAI	Project Type	County	Title	Last Review Date	Days In Review	Assignments Complete	
KY201611071362	Wastewater	WAYNE	Sanitary Sewer Improvements - Phase 1 and Carter Road	11/30/2016	28	Yes	VIEW

SAI	Project Type	County	Title	Status	Last Review Date	Days In Review	Assignments Complete
-----	--------------	--------	-------	--------	------------------	----------------	----------------------

SAI	Requestor	Agency	Subject	Date	Days	Status
-----	-----------	--------	---------	------	------	--------

Name	Company	Phone	Request Date
------	---------	-------	--------------

VIEW: To look at the project. Here is all the information about the project. On the right you will notice two boxes.

Inch Polyvinyl Chloride (PVC) Sanitary Sewer (SS) - 3,200 Linear Feet (LF); (2) 8-Inch PVC SS - 21,200 LF; (3) 6-Inch PVC SS Laterals - 3,515 LF; (4) 4-FT Diameter Manhole - 105 Each(EA); (5) Grinder Pump Station - 3 EA; and (6) 2-Inch PVC Force Main - 1,500 LF

ADDITIONAL INFORMATION	
WASTEWATER INFORMATION	SOLID WASTE INFORMATION
Water Supplier: Monticello Utility	Landfill Name: Tri K
Name: Commission	Landfill Permit No.:
Describe wastewater disposal: Package Sewage Treatment Plant	Transport Mode: truck
Facility: 1	Transport:
Address/GPS:	Company:
Existing publicly owned wastewater treatment plant	**Only fill out this section if project is a construction project or purchase of real estate**
Plant Name: Monticello Utility Commission	
On-site septic tank and lateral field	
Health Dept. Name:	

Permittee ADD - Melody Goodwin Assign

Purchase ADD - Brad Davis On-Assign

REVIEW

Endorsement:

Comment:

INFORMATION REQUEST

Subject:

Request:

INFORMATION REQUEST: This is the box is to ask a question or request information like a map or other documents.

Type in a subject, keep that short. Then type in what you need to request. Click Submit, it will post in the "Information Request" box for everyone that is associated with the project.

The applicant will see this and then answer the questions or can upload a document that is needed.

REVIEW: Here you are going to choose the endorsement; it will be either Endorse with Comments or Non-Endorse. Either one you must write a comment. If it's non-endorse please explain in detail the reason for not endorsing the project. Click "Submit", this will also post on the page with all the information about the project.

The project will not be in your workbasket after you hit submit.

If you need to change a review, you can search for it in the search box. Change the review as needed and then hit "Submit" again.

EXHIBIT 7

COPY OF eCLEARINGHOUSE ENDORSEMENT LETTER WITH COMMENTS

Note: In submitting the Project to the Kentucky eClearinghouse, be advised that the source of the Kentucky Cleaner Water Program funds is the American Rescue Plan Act of 2021, which established the Coronavirus State Fiscal Recovery Fund, and were appropriated through House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly.

For purposes of the KY eClearinghouse, these funds are listed in the Catalog of Federal Domestic Assistance as ALN 21.027

[Link to eClearinghouse](#)

EXHIBIT 11

CERTIFICATE OF PROJECT COMPLETION

Pursuant to the Grant Assistance Agreement between the Kentucky Infrastructure Authority (the "Authority") and the Lexington-Fayette Urban County Government (the "Grantee"), this certificate, signed by the Grantee's Engineer and the Grantee, confirms that the following Project implementation activities are complete.

1. The Project construction has been completed and payment in full has been made to all vendors and/or contractors for labor, services, materials, supplies, machinery, and equipment included in the Project, as appropriate.
2. The Project is complete and is available for the provision of services which are expected to commence on or about _____.
3. A set of Project construction plans, with hand-drawn illustrations and notations reflecting any changes and variances from the original plans, if any, has been delivered to the Project Administrator for use in updating the Water Resources Information System appropriately.

Project Engineer: _____

Date: _____

4. All lands, easements, rights of ways, temporary or permanent permits or other authorizations or clearances as well as necessary constructed structures or facilities in connection with the Project have been acquired, constructed, equipped, and installed and all costs and expenses incurred in connection therewith have been paid in full.

Authorized Official: _____

Project Administrator: _____

Date: _____

EXHIBIT 6A
ENGINEERING SERVICES

If the Grantee's Project requires professional engineering services, such services shall be properly procured in accordance with KRS 45A.730 to 45A.750.

A copy of the Engineering Contract between the Grantee and the Engineer shall be submitted to the Authority, marked as Exhibit 6A.

Please check the box below that most closely describes your project. If additional comments need to be made, please provide comments in the blank area below or attach a separate sheet.

- This project requires an engineer and will have an engineering contract.**
- This project was designed by an in-house engineer and will not have an engineering contract.**
- This project does not require design by an engineer and will not have an engineering contract.**

EXHIBIT 68**GRANTEE & ENGINEER FEE CONFIRMATION**

The Authority requires that the Engineer's fee be calculated based on the Engineer's estimated net construction cost of the Project in conformance with the latest version of the USDA Rural Development Utility Program Fee Guide.

Consequently, when services of a professional engineer are required for the Grantee's Project, the Grantee and the Project Engineer must confirm, by signature below, that:

The Grantee and the Professional Engineer concur and hereby state that the total dollar amount for all professional engineering services provided to the Grantee by the Engineer relating to the Project, as set out in the Project Profile, to be paid in sum, cumulatively, over the course of Project implementation, shall be less than or not to exceed the fee amounts as set out in the approved Project Profile Budget, as determined by the Engineer. Higher amounts for materials costs and construction costs than those estimated as contained in the Project Profile, as may result from Project bidding, do not warrant an increase in Engineering Fees unless the Project must be re-bid or infrastructure components must be re-designed as a consequence of bid-price overages. Further, it is understood that any proposed amendment to the Engineering Contract, as relates to the Grantee's Project is subject to prior written approval of the Authority.

Grantee Authorized Official: _____
Signature

Professional Engineering Firm: _____

Professional Engineer: _____
Signature

Please check the box below if the project does not require a contract with an outside engineer. If additional comments need to be made, please provide comments in the blank area below or attach a separate sheet.

- This form does not apply because the project was designed by an in-house engineer or the project does not require design by an engineer.

EXHIBIT B

CERTIFICATE OF INSURANCE

EXHIBIT C

**PROPOSAL OF ENGINEERING SERVICES
AND RELATED MATTERS**



LEXINGTON

RFP-12-2024 Addendum 1
Shield Environmental Associates, Inc.
Supplier Response

Event Information

Number: RFP-12-2024 Addendum 1
Title: Remediation Plan for 297 Southland Dr
Type: Request For Proposal
Issue Date: 2/12/2024
Deadline: 3/1/2024 02:00 PM (ET)

Contact Information

Contact: Brian Marcum
Address: Central Purchasing
Government Center Building
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: brianm@lexingtonky.gov

Shield Environmental Associates, Inc. Information

Address: 948 Floyd Drive
Lexington, KY 40505
Phone: (859) 294-5155
Fax: (859) 294-5255
Web Address: www.shieldenv.com

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Robert Francis

Signature

Submitted at 3/1/2024 12:38:08 PM (ET)

robert_francis@shieldmw.com

Email

Response Attachments

Shield Environmental Submittal - Final.pdf

Shield Environmental Submittal



March 1, 2024

Proposal for RFP #12-2024 Site Remediation at 293 Southland Dr

Lexington-Fayette Urban County Government

SUBMITTED BY:
SHIELD ENVIRONMENTAL ASSOCIATES, INC.
948 FLOYD DRIVE, LEXINGTON, KY 40505

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February 26, 2024

Lexington-Fayette Urban County Government
Division of Purchasing
200 East Main Street, 3rd Floor
Lexington, KY 40507
ATTN: Brian Marcum, Director

Reference: **RFP #12-2024 - Proposals for Site Remediation at 293 Southland Dr.**

Shield Proposal #24-055

Dear Mr. Marcum,

Shield Environmental Associates, Inc. (Shield) is excited to submit our proposal for the Site Remediation at 293 Southland Dr. in response to the Lexington-Fayette Urban County Government's RFP. We are uniquely qualified, offering engineering and environmental consulting services that align with the RFP's requirements.

Our experience with the site includes a Phase I Environmental Site Assessment, three indoor air studies, and a property management plan development. We've also worked extensively with state and local governments on environmental assessments, site investigations, and remedial actions.

Based in Lexington, KY, our team of engineers, geologists, and scientists stands out for its expertise and local availability. As an employee-owned company, we prioritize personalized, cost-effective services, ensuring value and client satisfaction. Our track record with public agencies and private entities showcases our commitment to effective communication and project success. We believe our approach delivers significant project efficiencies and savings.

We look forward to discussing how we can contribute to the project's success. For further information or questions, please contact us. Thank you for considering Shield Environmental Associates, Inc.

Sincerely,
SHIELD ENVIRONMENTAL ASSOCIATES, INC.



C. Dow Porter
Managing Principal
Shield Environmental Associates
948 Floyd Drive
Lexington, KY
Office: 859-294-2155
Email: Dow_Porter@shieldmw.com



2.FIRM QUALIFICATIONS

Established in 1985, Shield is a privately owned, multi-disciplined environmental consulting and engineering firm, catering to industrial, municipal, commercial, and private clients across the United States and abroad. Our engineering team boasts expertise in environmental, sanitary, and civil fields, while our staff scientists are trained in air quality, geology, hydrogeology, biology, chemistry, and soil sciences.

Our senior management team brings a wealth of experience, with professionals who have held positions in large multinational corporations and state government agencies. Their collective knowledge spans some of the nation's most challenging environmental projects, greatly enhancing our capabilities.

Shield's compact, private ownership status grants us the advantage of delivering personalized, adaptable services tailored to our client's unique needs. This tailored approach is a defining feature of our company.

At present, Shield comprises a dedicated team of twenty-eight (28) professionals with twenty-four being in our main office in Lexington, Kentucky, and four (4) professionals located in our satellite office in Louisville, Kentucky. These team members offer a rich spectrum of experience, stemming from past roles in both private firms and government positions. This varied expertise uniquely positions Shield to not only grasp our client's requirements but also to collaborate effectively with regulatory bodies, fostering cooperation instead of adversarial relationships.

As a full-service environmental consulting firm, Shield possesses in-house resources to fulfill your project needs. Our team includes several senior-level professionals with experience dating back to the inception of current environmental regulations. Notably, Dr. Jim Knauss, one of our original founders and a key figure in the development and implementation of Kentucky Superfund's Risk Assessment regulations is part of our team. Shield's core mission revolves around providing clients with safe, compliant, effective, and cost-efficient solutions that align with their objectives. Our areas of expertise include:

Diversity Of Experience

As a multi-disciplined engineering and environmental consulting firm, we provide a wide range of professional consulting services for our clientele. However, our service lines of business can be broadly grouped into five distinct categories: Industrial Compliance Services, Assessment and Investigations; Petroleum Services; Remediation and Construction; and Wastewater Treatment.

Industrial Compliance Services primarily consist of auditing, permitting, and other compliance-based consulting services performed on behalf of industrial and commercial facilities. This service line is a reflection of our shareholder's willingness to expand our firm's service offerings. We continually look to develop diversified services to ensure that our firm will operate as a market leader for years to come. Additional services involved with this business line include toxicity assessments; human health and ecological risk assessments; unexploded ordnance management; asbestos and lead-based-paint management; emergency response; environmental audits; environmental due diligence; air quality studies, modeling, and permitting; and litigation support/expert testimony. Shield's Industrial Compliance Group consists of six (6) full-time professional staff, including two (2) Professional Engineers and two (2) Engineer-in-Training (EIT), and two (2) project engineers. This group has provided consulting services to various industrial manufacturers and governmental agencies throughout Lexington and Kentucky



Assessment and Investigations Group at Shield has a distinguished history, having successfully completed thousands of Phase I and Phase II Environmental Site Assessments and designed hundreds of Remedial Action Plans. Our primary focus remains on assessment and investigations related to contaminated sites, and this continues to be a significant contributor to our annual revenues.

Since our inception in 1985, we have consistently been recognized as an industry leader in Kentucky, renowned for our provision of innovative environmental remediation consulting services. Our commitment to delivering high-quality, in-depth surveys has earned us the trust and confidence of our clients, ensuring that all due diligence requirements are met.

This unwavering commitment has resulted in the development of a robust clientele list and a remarkable track record, including assessments conducted in 28 foreign countries and across 43 of the 50 United States. Our experience encompasses detailed site characterizations on hazardous and toxic waste sites, supporting investigations, feasibility studies, and corrective action plans under key environmental regulations, including the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Toxic Substances Control Act (TSCA), and various state-led initiatives.

Our investigative work extends to major industrial clients, including Alltech, Dow Corning, Alcoa, Flextronics International, Square D, Cooper Industries, CCL Custom Manufacturing, Corning, DuPont Soy Polymers, Trane, Link Belt, B.F. Goodrich, Enersys, and Gates Rubber. Additionally, we have collaborated with public entities, such as the University of Kentucky, the University of Louisville, Corbin Utilities Commission, **Lexington-Fayette Urban County Government**, Kentucky Transportation Cabinet, and the Kentucky Department for Environmental Protection.

The Assessment and Investigations Group at Shield comprises a dedicated team of four (4) full-time professionals, consisting of one (1) Professional Engineer, one (1) Professional Geologist, one (1) Engineer-in-Training, and one (1) Field Science Technician, each contributing their expertise to deliver comprehensive solutions.

Brownfield Services

Our Assessment and Investigations Group houses the Brownfield Services for Shield Environmental. Our company has consistently delivered consulting services on 40 Brownfield projects, encompassing Phase I, Phase II, and property management plan preparation.

- **C. Dow Porter**, Managing Principal, has overseen the majority of Shield's Brownfield initiatives and has been instrumental since the program's beginning. Our firm boasts a perfect record in securing approval for all submitted applications, primarily for real estate transactions with tight due diligence and closing timelines (e.g., for some projects, 120 days to close and 90 days for due diligence, while others have closing periods at 45 days and 30 days for due diligence). Additionally, Dow Porter contributed his expertise to the Kentucky Energy and Environment Cabinet during the Brownfield regulations' formation and vetting. Shield Environmental's role extends to having been the chosen consultant for Phase I Environmental Site Assessment (ESA), application submission, and Property Management preparation at Southland Drive for the Lexington Fayette Urban County Government.



Petroleum Services constitute a core component of our firm's expertise, reflecting our extensive experience in managing a wide range of projects in this sector. To date, we have successfully executed projects at approximately 750 underground storage tank sites, including over 400 sites spread across Indiana, Kentucky, Illinois, Ohio, West Virginia, Tennessee, and numerous other states. Our client portfolio boasts a diverse range of independent owner/operators and industrial clients, featuring prominent names such as Reynolds Metals, Freeman Chemicals, Dow Corning, Tube Turns Technologies, and Gates Rubber.

In addition to this, we have established strong working relationships with key players in the oil industry, particularly in the Ashland region. Our notable collaborations include projects with John Clark Oil Company, Woodford Oil Company, and MarkWest, alongside other major oil companies such as Ashland Petroleum, Thorntons Inc., and Pilot Travel Centers. Our expertise has also been sought after by the United States Postal Service, with our firm having worked on 27 of their sites.

Our Petroleum Services Group stands as the largest division within our company, comprised of twelve (12) dedicated full-time professional staff. This team includes four (4) Professional Geologists, one (1) Geologist-in-Training, and two (2) field technicians, all of whom bring specialized knowledge and skills to every project. This group's expertise and commitment are central to our ability to deliver high-quality, efficient services that meet the specific needs of our clients in the petroleum sector.

Remediation and Construction services complement our assessment and investigation and underground storage tank service lines by allowing us to perform turn-key remedial projects on behalf of many of our clients, thus permitting them to remain focused on their key business initiatives. Our engineers and scientists work diligently to create remedial plans that minimize the amount of material to be excavated and will often include waste segregation activities to reduce treatment and disposal costs. Our personnel are all properly trained and have a multitude of experiences involving waste/source removal, waste stabilization/treatment, and site containment and or capping. In addition, our staff has extensive experience with various innovative remedial technologies including phytoremediation, chemical oxidation, soil vapor extraction, dual-phase extraction, reactive barriers, monitored natural attenuation, and various pump-and-treat scenarios. Our Remediation and Construction Group consists of five professional staff from the other groups that include two (2) Professional Engineers, one (1) Professional Geologist, and one (1) Engineer-in-Training.

Resources

Shield's adaptability shines through in our approach to handling larger projects. Our size enables us to seamlessly allocate resources from various sections within the company, ensuring our staff gains valuable experience across all sectors.

Moreover, Shield's capabilities extend to the entirety of the Environmental Consultant Services proposal. As previously mentioned, our team features Professional Engineers, Engineers-in-Training, Project Engineers, Professional Geologists, Geologists-in-Training, Project Geologists, and Scientists/Technicians who rely on AutoCAD for meticulous planning and design. Complementing our workforce, we have (3) Licensed Drillers, (1) Drillers Assistants, and a collection of advanced drill rigs such as the Geoprobe 6620 DT, Geoprobe 7822 DT, and Geoprobe 54LT. These extensive in-house resources, coupled with our cross-sector experience, position us perfectly to meet the demands of your project.





C. Dow Porter
Managing Principal

Mr. Porter has accrued over 35 years of professional experience in the environmental field with 24 years as an environmental consultant. He currently serves as the President and Managing Principal of Shield and in addition manages the Assessment and Remediation Group. Over the course of his career, he has assisted many industrial facilities and municipalities with industrial compliance issues including the proper characterization and handling of solid, special, and hazardous waste.

Mr. Porter has served in the capacity of Principal in Charge for numerous Brownfield projects and site investigations including Phase I/II/III projects and Hazardous Material Assessments. Additionally, he has experience preparing and implementing site investigation work plans and remedial action plans.

Home Office Address:
948 Floyd Drive, Lexington, KY 40505

Education:
B.B.A. Industrial Management, University of KY, 1986
DOT Hazardous Materials Transportation Course
Hazardous Waste Generator Training Course
OSHA 40 Hr Hazardous Waste Site Worker Certification
OSHA 8 Hr Hazardous Waste Site Worker Refresher
CPR & First Aid Training, American Red Cross
Introduction to RCRA Training Course
Special Waste Approvals Training Course
Effective Site Remediation using Chemical Oxidation & Enhanced Bioremediation, 2008
Certified KY EXCEL Performance Assessor

Affiliations:
Kentuckiana Chapter - Hazardous Material Managers
Kentucky Association of Economic Development
The Society for Marketing Professional Services
Greater Louisville Inc – Environmental Affairs
Kentucky Petroleum Marketers Association
Kentucky Association of Manufacturers
Kentucky Chamber of Commerce
Commerce Lexington, Inc.
Chemical Industry Council

Project-Related Experience

- **Southern Wood Treatment (KDWM)** – Principal in Charge of a State-lead emergency remediation of soils impacted with high arsenic levels. Project involved rapid site investigation, corrective action planning, resident relocations, soil characterization/excavation/disposal (34,750 tons), and complete site restoration.
- **Castle & Key, Inc.** – Principal in Charge of due diligence Phase I/II ESA and Asbestos/Lead-Based Paint Assessments on the Old Taylor Distillery. Project consisted of pursuing liability protection through Kentucky’s Brownfield Redevelopment Program and a State income tax credit for conducting a qualified Voluntary Corrective Action.
- **University of Kentucky PS5** – Principal in Charge of Site Characterization at the former Kennedy Book Store location which had previously been a gasoline service station. Additional services included the design of a vapor intrusion system, voluntary corrective action, and gaining acceptance into the Kentucky Brownfield Redevelopment Program.
- **GCH Insurance** – Principal in Charge of environmental due diligence at the former AutoTech Services which had previously been utilized as a transmission repair shop. Services included Phase I ESA, Corrective Action Plan, Property Management Plan, oversight of Voluntary Corrective Action to address petroleum related impacts and acceptance into Kentucky’s Brownfield Redevelopment Program.
- **Lexington Transit Authority** – Principal in Charge of environmental due diligence at the former GE Glass Plant. Services included Phase I/II ESAs, Corrective Action Plan, Property Management Plan, oversight of Voluntary Corrective Action, design of a vapor intrusion mitigation system and acceptance into Kentucky’s Brownfield Redevelopment Program.



Mark P. Saliga, P.E.

Principal, Senior Environmental Engineer

Mr. Saliga has accrued over 30 years of environmental consulting and engineering experience including: remedial action design and construction management for LUST projects, uncontrolled hazardous waste sites, RCRA facilities, and various solid waste management facilities. He currently serves as Principal and Branch Manager for Shield's Louisville office and has been with the firm since 2002.

Mr. Saliga has prepared numerous corrective action planning documents evaluating the feasibility and implementation of new and proven technologies in unusual situations. These activities have been conducted at industrial, commercial, brownfield and government sites. He has extensive experience with aerobic and anaerobic biodegradation as well as chemical oxidation of organic contaminants.

Home Office Address:
12600 Townepark Way, Louisville, KY 40243

Education:
B.S., Civil Engineering,
New Jersey Institute of Technology, 1991
M.S., Environmental Engineering,
University of Illinois at Urbana-Champaign, 1996

Licenses:
Licensed Professional Engineer,
Kentucky; Illinois; Indiana; Ohio; Pennsylvania; North Carolina

40-Hour Hazardous Waste Site Worker Certification
8-Hour Site Supervisor Training
OSHA Construction 10 Hour Certified
Kentucky Certified UST Installer / Remover

Affiliations:
Kentucky Society of Professional Engineers
Kentucky Certified Hazardous Materials Managers
Kentucky Certified Commercial Investment Managers

Project-Related Experience

- **Vogt Machine Company** – Principal / Project Manager for chlorinated solvent impacted groundwater site investigation and remediation in order to bring this historic manufacturing site back to productive use and job creation. Responsible for project budgeting, regulatory interface, stepwise site investigation and remedial action design/implementation for 7 Acre Plume. (project scope: \$1,140,000).
- **Scribner Place Brownfield Redevelopment** – Design Engineer / Project Manager for large scale remediation and commercial redevelopment of a 5-acre tract contaminated with lead, arsenic, benzo(a)-pyrene, naphthalene, and other contaminants from historic former foundries, coal yards, and machine shops in downtown New Albany, IN.
- **Cornish Knit Goods** (former textile manufacturing and dry-cleaning site) - Project Manager for turn-key design and construction of an extensive air sparge/soil vapor extraction remedial system. System installation was accomplished for an area beneath the 4-story building during simultaneous renovation and conversion of the entire structure to a transitional residence for homeless men. (project scope: \$850,000)
- **Derby Tank Car** - Project Manager for remedial evaluation & design along with construction engineering support & oversight at state lead Superfund site to facilitate site re-use by the local government. Responsible for overall project management including project budgeting / funding approval, investigative data interpretation, construction bidding document preparation, and implementation oversight. (project scope: \$140,000)
- **Convention Center Hotel Brownfield Site Redevelopment** - Lead Project Engineer for the Louisville Metro Development Authority for the performance of Phase I and II Environmental Site Assessments along with remediation cost estimates to assist in redevelopment of the site as an upscale hotel property. Historic site activities included former bus depots, gas stations, and an electrical substation for electric trolleys causing PCB, lead, arsenic, benzo(a)pyrene, and naphthalene contamination.
- **Former Keller Manufacturing Company Brownfield Site Redevelopment** – Lead Project Engineer for reviewing historic environmental studies, identifying data gaps, Site Assessment Work Plan development and preparation of cost estimates for various remedial options to advance the site toward environmental closure and thus redevelopment for the Town of Corydon, IN.



Michael E. Morris, P.G.

Principal, Senior Professional Geologist

Mr. Morris serves Shield as a Senior Geologist and Project Manager. Since joining the firm in 1995, he has been involved with the preparation of work plans, cost analyses, and remedial investigations and overseeing corrective actions for numerous sites in the United States and abroad.

With over 30 years of industry experience as an environmental consultant, Mr. Morris has served as the Project Manager, Site Manager, Professional Geologist, or Project Geologist on numerous projects including state and federal Superfund sites from New York to California and abroad in Australia, Brazil, Germany, Austria and the Czech Republic.

Home Office Address:

948 Floyd Drive, Lexington, KY 40505

Education:

B.A. Geography, University of Kentucky, 1987
B.S. Geology, University of Kentucky, 1989
Grad. studies, Geology, University of Kentucky, 1989-91
40-Hour Hazardous Waste Site Worker Certification
8-Hour Site Supervisor Training

Registrations:

Registered Professional Geologist: Kentucky #112491,
Arizona #36062, Tennessee #TN3844, Georgia #PG002069,
Virginia#1971, North Carolina#2395
Licensed Asbestos Inspector (KY License No. 67822)
OPSTEAF Certified Contractor #1120

Affiliations:

Member, National Ground Water Association
Kentucky Society for Professional Geologists

Project-Related Experience

Project Manager/Site Manager/Project Geologist:

- **Federal Superfund Site** – Operation and maintenance of a groundwater treatment system at a TCE- contaminated site, Harlan, Kentucky (USEPA Region IV and KDWM – Superfund).
- **University of Kentucky** - Investigation and remediation of three sites containing buried experimental-grade herbicides and pesticides, Lexington, Kentucky (KDWM – Superfund Branch).
- **Lexington Transit Authority** – Senior Geologist and Site Manger at former GE Glass Plant. Services included Phase I/Phase II ESAs, Corrective Action Plan, Property Management Plan, voluntary corrective action and gaining acceptance into Kentucky's Brownfield Redevelopment Program.
- **Federal Superfund Site** – Remedial investigation and feasibility study at a former landfill site, Cumberland, Rhode Island (EPA Region 1).
- **Kentucky State Superfund Site** – Remedial investigation of the abandoned Middlesboro Tannery site in Middlesboro, Kentucky.
- **University of Kentucky** – Senior Geologist and Site Manager at a former gasoline service station. Additional services included the design of a vapor barrier system, voluntary corrective action, and gaining acceptance into the Kentucky Brownfield Redevelopment Program.



Edward W. Fisher, E.I.T. Project Engineer

Mr. Fisher has accrued 8 years in the environmental field as a Project Engineer.

During his career, Mr. Fisher has accrued practical consulting experience including the coordination, oversight, and performance of: emergency response activities during hazardous material releases, stormwater and wastewater permitting for clients across the region, and due diligence activities prior to property transactions for commercial and industrial facilities.

Mr. Fisher also provides a wide range of industrial compliance services to clients, such as EPCRA reporting, and facility inspections related to air, water and waste.

Home Office Address:

948 Floyd Drive, Lexington, KY 40505

Education:

M.B.A., University of Kentucky, 2014
B.S. Civil Engineering, University of Kentucky, 2013

Registrations:

Engineer in Training – EIT No. 14627
American Society of Civil Engineers
OSHA 40-hour Hazardous Waste Operations and
Emergency Response Training
CPR & First Aid Training, American Red Cross

Project-Related Experience

- Environmental compliance file review
- Monitored and maintained safety work conditions during the Mount Sterling arsenic remediation by monitoring particulate levels.
- Site compliance inspections and corrective action reports
- Development of Spill Prevention Control and Countermeasure (SPCC) plans, Stormwater Pollution Prevention Plans (SWPPP), Best Management Practices (BMP) plans, and Groundwater Protection Plans (GPP)
- Preparation of Kentucky Pollutant Discharge Elimination System (KPDES) permit applications, Socioeconomic Demonstration and Alternatives Analysis (SDAA) applications, No Discharge Certifications, and Discharge Monitoring Reports (DMRs)
- Contractor supervisor on state-led emergency response facility lagoon dewatering and demolition project in Middlesboro, Kentucky.
- Chemical evaluation and preparation of EPCRA 311, 312, and 313 submittals
- Delineation of subsurface contamination of a 412-acre project site utilizing Visual Modflow Flex and ArcGIS.
- Remediation calculations for injections of in-situ groundwater contamination treatment.
- Supervised remedial activities and ensured compliance with Agreed Order provisions for a State Superfund Site
- Industrial wastewater pilot studies



Chad von Gruenigen, P.G.

Mr. Von Gruenigen joined Shield Environmental Associates, Inc. as a Professional Geologist in November 2021. Prior to November 2021, Mr. von Gruenigen worked for the Kentucky Department for Environmental Protection (DEP) for 10 years. He spent 2 of those years in Wellhead Protection as a Geologist-in-Training. Followed by another 2 years in Compliance Assistance specializing in small business assistance. Later he spent 4 years as a Basin Coordinator focusing on Watershed Planning. The last 3 years of his career in state government he was a project manager and team lead in Superfund. During this time he also served as an Emergency Responder.

As project manager and team lead in the Superfund program, Mr. Von Gruenigen had oversight of federally funded projects. He assisted in the management of all aspects of the projects and the program.

Mr. Von Gruenigen has worked for Shield Environmental since November 2021. His duties include managing UST projects. He has managed over 30+ projects UST projects that include UST Tank Removals and remediation of contaminated sites.

Home Office Address:

948 Floyd Drive
Lexington, KY 40505

Education:

B.S. Geology, Eastern Kentucky University
(December 2011)

Registrations/Training:

Professional Geologist (P.G)
40-Hour HAZWOPER, with 8-Hour Refresher
U.S. EPA PA/SI Trained
U.S. EPA Superfund 101 Trained
Certified Professional Environmental
Educator
Watershed Watch Volunteer Trainer
AHA First Aid CPR AED Certification

Project-Related Experience

Project Manager:

- Has managed 30+ UST projects for Shield Environmental which includes tank removals and site remediation.
- Responded for the Commonwealth of KY at the Jim Beam Warehouse Fire (2019) in Versailles, KY. The fire resulted in a fire that engulfed 45,000 barrels (1.8 million gallons) of alcohol that was either burned or spilled into a nearby stream. The spill impacted two downstream water systems and created long-term environmental impacts to the groundwater.
- State project manager for multiple superfund sites including U.S. EPA Superfund: National Priorities List (NPL) sites; Lee's Lane Landfill, Smith's Farm, Caldwell Lace Leather, Newport Dump, etc.
- Represented the Commonwealth of KY Leitchfield Cleaners dry cleaner (2020) in Leitchfield, KY. The former dry cleaner was converted into apartments, passive soil gas and indoor air investigations were conducted, tenants were evacuated, and vapor mitigation system installed.
- Team lead for the Kentucky Department for Environmental Protection (DEP), Federal Superfund Section.
- Hanoverton, OH basement heating fuel spill response, impacted residence, domestic well, and aquifer remediation.



1000 S. Main St.
Lexington, KY 40502
Tel: 859.559.3443
Email: abbie@abbie-jones.com

Abbie Jones, PE, PLS

Introduction

Ms. Abbie Jones is the founder and owner of Abbie Jones Consulting in Lexington, a Civil Engineering and Land Survey consulting firm in 2011. The firm includes 4 licensed Professional Land Surveyors, 2 LSIT, 2 licensed Professional Engineers, 1 EIT, as well as project managers, drafters, and field crew. Ms. Jones brings a fresh look at the engineering and survey industry, having worked in both the public and private sectors. She has a solid background in all aspects of project conception, design, and implementation with a strong reputation of solid performance, responsiveness, and accountability. Abbie is active in various professional engineering organizations and has brought her expertise to co-authored papers and new regulations.

Originally from Tennessee, Ms. Jones married a Kentuckian while working in Georgia, where she was honored as the 2005 Young Engineer of the Year. To support her husband's neuroscience studies in Georgia and fellowship in Texas she became a consultant and finally City Engineer for two cities: Hurst, TX and Milton, GA. Abbie has called Lexington her home since 2009.

AJC Highlights

- 2011 Abbie Jones began as a single surveyor and engineer in Central Kentucky and Tennessee as a 100% remote business
- 2012 AJC added traffic Counting equipment and awarded first KYTC, LFUCG and University of Kentucky contracts.
- 2013 Added interns from the University of Kentucky Engineering department, presentations trainings for 10KYTC and 1 KAMM events
- 2014 Purchased additional traffic counting equipment, won first zoning case before LFUCG, established AJC Fleet program
- 2015 AJC hired another PLS, Tim Woodcock, Third Party certification as WBE, awarded master agreement with DECA and received KYTC survey contract
- 2016 AJC hired another engineer, increased KYTC prequalification categories offered, added services to WV (1 of only 3 women PLS)
- 2017 Added on demand contract with LG&E/KU. NAWIC Bluegrass Diamond Honoree, Tory Burch Fellows Program Finalist
- 2018 First AJC design for LG&E/KU is bid and construction, began elevation certificate program, Tim Woodcock became KAPS director
- 2019 First international Airport runway survey performed, Abbie Jones graduates from SBA Emerging Leaders program, added additional staffing in Atlanta
- 2020 100% remote business model flourishes during pandemic, addition of VA and OH licenses, AJC supports first maternity leave
- 2021 AJC added services to SC, AL and MS, added another PE, Joyce Followell, began large 3d model for ATL Hartsfield airport
- 2022 AJC added 2 engineering CAD technicians, a survey coordinator, drone, scanning and bathymetry surveys to our line of services. Enjoyed first year with \$1m in revenue. Became SBA KY Division Remote Business of the year.
- 2023 Biggest year to date with 177 unique projects, with 239 tasks, and \$1.3 million in invoicing up 23% from 2022.

Previous Personal Employment:

- 2009-2010 Nesbitt Engineering, Land Surveyor and Civil Engineer
- 2008-2009 City of Hurst, TX, City Engineer and Floodplain Administrator.
- 2002-2008 Lowe Engineers, Atlanta, GA, Service to newly formed City of Milton, GA as first City Engineer by contract and project manager for Fortune 500 Client
- 2000-2002 Pond & Company, Atlanta, GA, Civil Engineer and GIS
- 1996-1999 Huddleston-Steele, Murfreesboro, TN, Drafting

ABBIE JONES CONSULTING



EDUCATION

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

REGISTRATIONS OR CERTIFICATIONS

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

AFFILIATIONS (PAST/PRESENT)

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

PUBLICATIONS & AWARDS

- ▶ 2022 SBA Small Business of the Year (Kentucky) Homebased Business
- ▶ NAWIC Bluegrass Diamond Award, 20
- ▶ Bluegrass Nominee for Kentucky Young Engineer of the Year 2011.
- ▶ Georgia Young Engineer of the Year 2005
- ▶ Co-author to survey chapters of KYTC Highway Design Guidance Manual
- ▶ KY ASCE 2011 Infrastructure Report Card
- ▶ Multiple Articles, *Where We Live* (Hurst) 2008-2009
- ▶ Editorial Board, *Georgia Engineer*, 2005-2007
- ▶ Civil Engineering Body of Knowledge for the 21st century, January 2004, America Society of Civil Engineers, (co-author)
- ▶ ACEC Atlanta Future Leaders graduate, 2004

CONTACT INFORMATION

- ▶ E: abbie@abbie-jones.com
- ▶ C: 859.559.3443



Tim Woodcock, PLS

Introduction

Tim Woodcock is a Land Surveyor with Abbie Jones Consulting. Mr. Woodcock has over 40 years of surveying experience covering a wide range of applications, across the entire Commonwealth of Kentucky. Tim has lived his whole life in Pulaski County, Kentucky, and plans to retire to enjoy his garden and golfing in Somerset.

Tim provides office and field survey for our projects. Mr. Woodcock has extensive experience including Aerial Mapping, Utility, and Property Boundary Surveys for Aviation, Railroad lines, Commercial, Military Bases, Construction Staking, and Residential Properties.

Recent Large Projects & Farm Boundary Experience

- ▶ Hartsfield-Jackson Atlanta International Airport—Deicing Complex(2021-2022) 3d Model of new facility and connecting roadways and As Built drawings.
- ▶ KYTC Statewide Aviation (2015-Present) 74 task orders to date. We've completed surveys at every Kentucky regional airport. Our services have been used for PACS/SACS for NGS AGIS system, design surveys, runway marking, boundary and inventory.
- ▶ KDFWR Atava, Leslie County, KY (2023) – Ongoing survey of the Leslie County portion of the Cumberland Forest WMA for the Kentucky Department of Fish and Wildlife Resources and The Nature Conservancy. The areas we are surveying will be a portion (15,000 acres) of a permanent public conservation easement of 54,000 acres. Role: Land Surveyor.
- ▶ Angel's Envy Henry Campus, Henry County, KY (2018 – present) – Asbuilt survey including drone surveys, traditional surveys, and scanning for roadways, dams, and new construction.
- ▶ CVG Runway 18L, Hebron, KY (2023) – Topographic Survey to FAA standards at the US's busiest airport. We surveyed the pavement replacement plan for the Western-most North/South Runway which is over 8000 feet long. We also worked on a survey for construction.

Previous Personal Employment:

- 2009-2015 TECO Coal Corporation, Administration Programs Manager
- 2008-2009 Precision Tech Solutions, Land Surveyor
- 2000-2008 Hinkle Contracting Corporation, Surveying Supervisor
- 1995-2000 Turner Land Surveying Company/Cumberland Surveying & Drafting Corporation, Land Surveyor
- 1983-1995 Interstate Coal Company, Assistant Land Surveyor. Crew Chief and instrument operator.



EDUCATION

- ▶ Pulaski County High School, Somerset, KY 1977
- ▶ Somerset Vocational Technical School Drafting Program 1976-1978
- ▶ EKV via Laurel County State Vocational Technical School Courses in CADD
- ▶ KY Tech Laurel Co Campus, PT Instructor 1995-97 for Autocad

REGISTRATIONS OR CERTIFICATIONS

- ▶ KY PLS 3124
- ▶ KAPS
- ▶ Grade Tech Level 1 and 2 (KY)
- ▶ Microsoft Access Level 1 & 2
- ▶ Microsoft Excel Level 1, 2, & 3
- ▶ Trimble Business Center
- ▶ KU Passport Trainer
- ▶ Dam Safety

CONTACT INFORMATION

- ▶ E: tim.woodcock@abbie-jones.com
- ▶ C: 859.227.7132

ABBIE JONES CONSULTING

Eric Harris, PLS

Introduction

Eric Harris is a Professional Land Surveyor with Abbie Jones Consulting. Mr. Harris has over 20 years of surveying experience covering a diverse range of applications with a large focus on oil and gas work. Eric is originally from Flatwoods, KY and he enjoys camping, hiking, and cooking in his free time.

Recent Experience

- **Frankfort Prevention Park Pump Station and Conveyances, Frankfort, KY** -Lead Surveyor a 5-mile topographic survey for the design of a new forcemain and pump station to service an ever-growing medical center, local businesses and residential areas. Through the information we were able to provide to GRW (Prime) and City of Frankfort (Owner) they were able to provide a cost-effective option consolidating 9 pump stations and eliminate existing SSO and prevent future SSOs. The design will allow future development along the I-64 southwest of Frankfort. CVG airport: Topo of 2-mile runway. Role: Survey Party Chief and coordination
- **Cincinnati/Northern Kentucky International Airport (CVG) Henton, KY** - As a part of the Kenton County Airport Board's Airfield Pavement Management Program and to help make cost-effective decisions about pavement maintenance and rehabilitation, Abbie Jones was tasked to a pavement grade survey of the 11,000ft +/- runway 18C-36C, perform SUE Level B locates, and during the design stage we will be giving support to the geotechnical team.
- **W6 Force Main and Conveyance Piping, Boone and Kenton Counties, KY** - Lead surveyor and coordination of a topographic survey covering over 7 miles for a new forcemain and pump station. Through the information provided a design for a new forcemain and gravity sewer upside will cross Banklick Creek at multiple locations and parallels and crosses Norfolk and CSX rail right over way to multiple locations
- **KDFWR Ataya, Leslie County, KY (2023)** - Ongoing survey of the Leslie County portion of the Cumberland Forest WMA for the Kentucky Department of Fish and Wildlife Resources and The Nature Conservancy. The areas we are surveying will be a portion (15,000 acres) of a permanent public conservation easement of 54,000 acres. Role: Project Manager and Survey Party Chief.

Previous Personal Employment:

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



EDUCATION

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

REGISTRATIONS OR CERTIFICATIONS

- ▶ KY PLS #4508
- ▶ OSHA 10
- ▶ TWIC
- ▶ Honorary Kentucky Colonel

CONTACT INFORMATION:

- ▶ E: eric.harris@abbie-jones.com
- ▶ C: 606.694.1719

Jay Abbey

Introduction

Jay Abbey has a total of 28 years' experience in Field Surveys. Specializing primarily in US Government contracts, including bathymetric surveys, dam movement studies, and river revitalization studies with the U.S. Corps of Engineers. He has also had specialized training from the National Geodetic Survey in providing First and Second order leveling as well as advanced training in providing FAA standard surveys on airports throughout the United States. Jay has worked on various detailed location surveys on several Interstate Highway widening projects as well as State Highway design projects. He has worked on a wide variety of boundaries, construction layout, and topographic surveys including ALTA surveys in the state of Kentucky.

Recent Experience

- Traffic Data Collection support for Statewide Traffic Planning (sub to 3 primes), Statewide, KY (2012-present) - Work to date includes video turning movement counts, tube counts, and radar counts.
- KDFWR Atava, Leslie County, KY (2023) - Ongoing survey of the Leslie County portion of the Cumberland Forest WMA for the Kentucky Department of Fish and Wildlife Resources and The Nature Conservancy. The areas we are surveying will be a portion (15,000 acres) of a permanent public conservation easement of 54,000 acres. Role: Field Surveyor.
- KYTC Statewide Aviation (sub to 1 prime), Statewide, KY (2015-Present) 74 task orders to date. We've completed surveys at every Kentucky regional airport. Our services have been used for PACS/SACS for NGS AGIS system, design surveys, runway marking, boundary and inventory.
- Angel's Envy Henry Campus, Henry County, KY (2018 - present) - Asbuilt survey including drone surveys, traditional surveys, and scanning for roadways, dams, and new construction.
- CVG Runway 18L, Hebron, KY (2023) - Topographic Survey to FAA standards at the US's busiest airport. We surveyed the pavement replacement plan for the Western-most North/South Runway which is over 8000 feet long. We also worked on survey for construction.

Previous Personal Employment:

2015	Contractor, CAD Drafting
2001-2010	GRW, Survey Party Chief, Aerial Surveys
1996-2001	MCS, Survey Party Chief.
1995-1996	EA Partners, Survey Party Chief.
1992-1995	Mitchell Engineers, Instrument Operator
1991-1992	Endicott and Associates



EDUCATION

- ▶ Henry Clay High School Lexington, KY

REGISTRATIONS OR CERTIFICATIONS

- ▶ First Aid/CPR
- ▶ NSPS Digital Leveling Course
- ▶ KYTC Enhanced Curved Signage

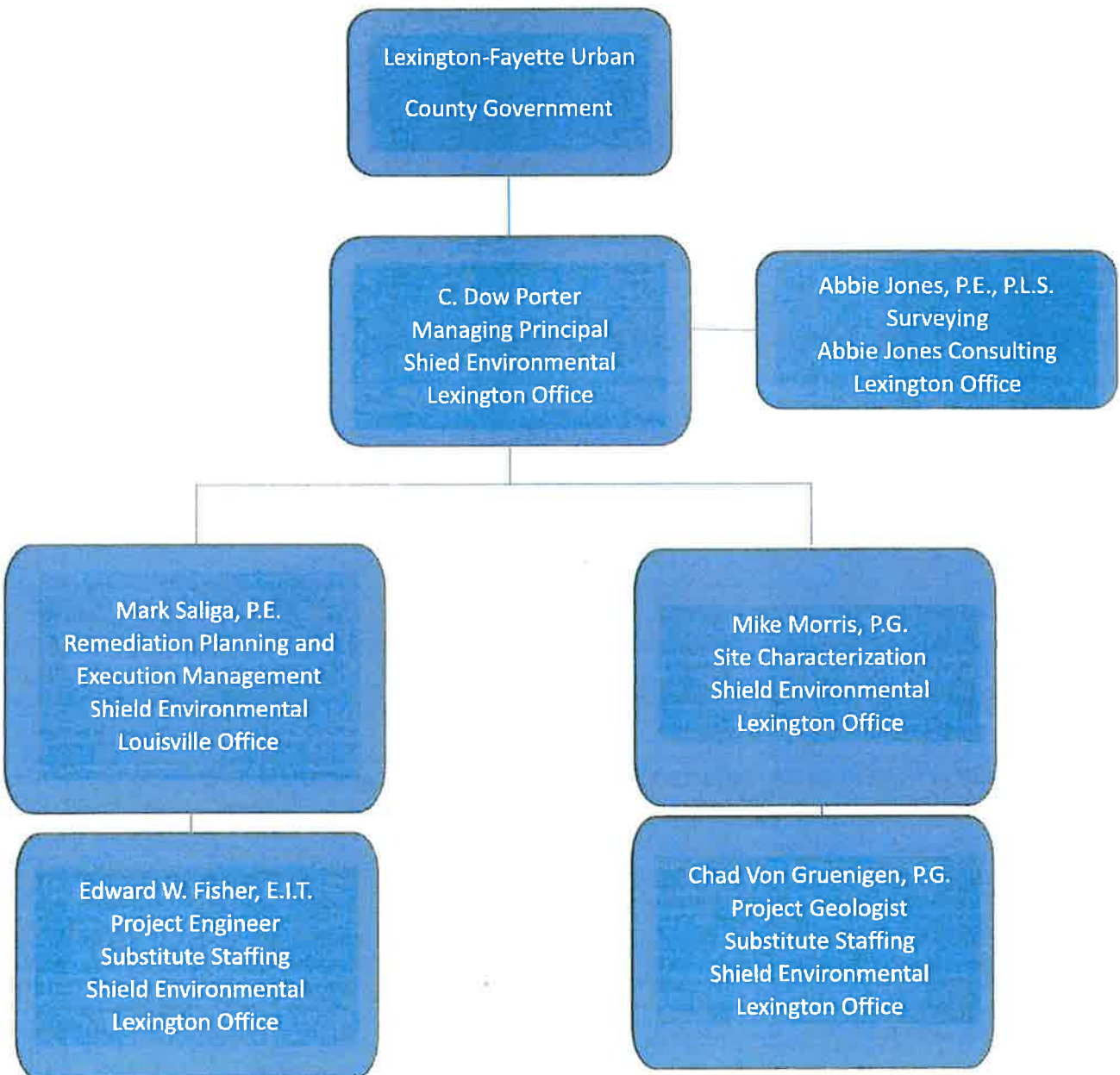
CONTACT INFORMATION

- ▶ E: jay.abbey@abbie-jones.com
- ▶ C: 859.338.7268

ORGANIZATION AND PERSON IN CHARGE OF PROJECT

Here is the information for the individual responsible for overseeing the project and an organizational chart illustrating the structure of the Shield team. The project lead for Shield Environmental will be C. Dow Porter, who serves as the Managing Partner of the company. You can reach him at the following contact information:

C. Dow Porter
948 Floyd Drive
Lexington, KY 40515
502-294-5155
Dow_Porter@shieldmw.com



4.LIST OF CLIENTS FOR WHICH SIMILAR WORK HAS BEEN PERFORMED

Our proposal for RFP 12-2024 Site Remediation 293 Southland Drive, Lexington, KY, includes a detailed list of previous clients, showcasing our extensive experience in similar projects. For each client, we provide the name, key contact information, and outline the specific projects we've completed, demonstrating our capability and expertise in the field of State Brownfield Redevelopment projects and environmental remediation. This evidence of our past successes underscores our qualification for this bid.

Client Contact

University of Kentucky – Robert Kjelland, Phone (859) 257-3285, email:
robert.kjelland@uky.edu

University of Kentucky – Robert Kjelland, Phone (859) 257-3285, email:
robert.kjelland@uky.edu

GCH Insurance – John Hampton, Phone (859) 977-4873, email:
johnwhampton@gchinsurance.com

Traditional Bank – Dan Mason, Phone (859) 533-2959, email:
dmason@traditionalbank.com

Alltech[®] - Mark Coffman, Phone (859) 753-6242, email:
mcoffman@lexingtonbrewing.com

UCD Midland, LLC – Scott Shapiro, Phone (347) 633-0157, email:
sdshapiro@gmail.com

Roberts Heavy Duty Towing – Lee Roberts, Phone (859) 797-1779, email:
LeeRoberts@robertsheavydutytowing.com

JPG Financial, LLC - Joe Gay, Phone (859) 420-8776, email:
joegay420@yahoo.com

Castle & Key – Will Arvin, Phone (859) 576-2400, email:
will@castleandkey.com

LFUCG – Greg Lubeck, Phone (859) 258-3446, email:
glubeck@lexingtonky.gov

Project Name

Central Parking Garage 5
(formerly Kennedy's
Bookstore)

Burley Tobacco Growers
Association

AutoTech Service

Midas Muffler

Blue Grass Treated Wood

Lexington Cut Stone

Baker Iron & Metal

Ledvance

Old Taylor Distillery

Webbs Dry Cleaner

5.FIRM REFERENCE PROJECTS



PROJECT: EnerSys
Richmond, Kentucky

SERVICES: Preparation of Work Plans and Project Scope of Work
Conducted Site Investigations & Waste Characterizations
Prepared Corrective Action Plans
Conducted Soil Remediation and Disposal
Particulate Air Monitoring
Stormwater Drainage Improvements and Management
Site Restoration Activities

Shield Team: C. Dow Porter, Mike Morris P.G.

DESCRIPTION:

Shield was retained to perform a site investigation due to a potential release of lead. Shield developed a thorough site investigation plan and delineated the lead impacts and characterized the wastes for proper off-site disposal. A handheld X-ray fluorescent analyzer was utilized to provide real-time field measures of lead concentrations. A comprehensive Correction Action Plan (CAP) to remediate the impacts was developed and approved by KDEP. Shield retained and provided oversight of contractors utilized during CAP implementation. Due to sensitive properties within close proximity of the site, real-time monitors were utilized to continuously evaluate for elevated particulates. During the initial phase of the project, a total of 1,834 tons of non-hazardous waste along with 80 tons of hazardous waste were removed from the site. A second phase involved the excavation and disposal of over 2,600 tons of characteristically hazardous lead waste. Following remedial activities, Shield prepared and submitted a Correction Action Completion Reports and received Notice of Completion Option C from KDEP's Superfund Branch.

VALUE ADDED:

Shield efficiently managed the site investigation and remediation taking only 154 days between submission of the CAP and receipt of Notice of Completion Option C (Clean Closure Restored). Although buried asbestos material was discovered during remedial activities, the initial phase of the project was completed for \$464,000 which was \$35,000 less than the approved budget. The second phase of hazardous waste removal was completed for \$1,376,000.





PROJECT: Derby Tank Car Superfund Site
Ekron, Kentucky

CLIENT: Kentucky Division of Waste Management – Superfund Branch
Nathan Hancock: (502) 564-6716

SERVICES: Preparation of Work Plans & Site Investigation Activities
Surface, Subsurface and Groundwater Sampling
Evaluation of Area Water Supplies
Interviews and Meetings with Community Leaders and Residents
Site Characterization and Corrective Action Plans
Remedial Design, Contractor Bid Specifications, and Oversight

Shield Team: C. Dow Porter, Mark Saliga, P.E.

DESCRIPTION:

The site is located on approximately 42 acres in size, outside of Ekron (Meade County), Kentucky. Originally operating as a distillery, the facility later became home of the Derby Tank Car Cleaning and Manufacturing company (DTC). The DTC operations consisted of cleaning, repairing, painting and lining railroad cars. The site was abandoned in the early 1990s and because potentially responsible parties could not be identified the state assumed responsibility for mitigating the site.

VALUE ADDED:

Shield's ability to assimilate and evaluate incomplete and conflicting historical data allowed this project to move forward. Regulatory and community concerns were addressed in a cost effective manner and the use of exploratory trenching coupled with real time data evaluation enabled Shield to fully characterize this site within budget constraints. Shield's approach transferred this site from a non quantifiable liability and eyesore for the citizens of Kentucky to a manageable remedial project with overall construction costs of approximately \$800,000. The remedial activities were completed in 2008.



PROJECT: Tipton Pond Remediation
Former Southern Wood Treatment Company
Mt. Sterling, Kentucky

CLIENT: Kentucky Division of Waste Management (KDWM)
Eric Brown
(502) 782-6567

SERVICES: Evaluated Historic Site Data
Prepared Project Scope of Work Plans
Conducted Site Characterization (Delineation & Waste Characterization)
Prepared Remedial Design Outline Documents
KPDES and USACE Wetland Disturbance Permitting
Prepared Remediation Construction Plans & Specifications
Conducted Remedial Construction Oversight & Documentation
Prepared Remedial Action Completion Report

SHIELD TEAM: C. Dow Porter, Mark Saliga, P.E., Mike Morris, P.G.

DESCRIPTION:

Shield was retained by the KDWM to design and implement remediation of Arsenic contaminated soil and water at the site. The environmental impacts at the site were a result of treating wood with ammoniacal copper arsenate (ACA) at the adjacent Former Southern Wood Treatment Company site. Shield first evaluated extensive historic data to prepare project work plans and then performed environmental site characterization activities for contamination delineation and waste characterization. Based on the results of this, Shield prepared Remediation Construction Plans & Specifications along with KPDES and Wetlands Permitting. During construction activities, Shield conducted Construction Oversight & Documentation on behalf of the KDWM to ensure compliance with the design.

VALUE ADDED:

Shield expedited site characterization activities to facilitate a cost-effective remedial design which allowed for targeted soil removal and therefore limited the volume of soil to be remediated. The Shield design also took advantage of site-specific features to eliminate disturbances to surrounding properties. Project construction bids were \$557,000, resulting in over \$235,000 of savings compared to the project budget.





PROJECT: Mercury Impacted WWTP Trickling Filter Abatement
Corbin, Kentucky

CLIENT: City Utilities Commission of Corbin (CUC)
Ronald Herd, General Manager (606) 528-4026

SERVICES: Preparation of Work Plans & Site Investigation Activities
Contractor Bid Specifications
Oversight of Material Screening, Removal & Disposal
Disposal Characterization and Clearance Sampling
Building Structure Demolition
Oversight of Site Restoration
Comprehensive Remediation Report

Shield Team: C. Dow Porter, Mike Morris, P.G, Mark Saliga, P.E.

DESCRIPTION:

Upon receipt of a NOV for mercury discharges, Shield was retained by CUC to conduct site investigation activities and consulting services. Based upon the findings of Shield's investigation, the NOV was rescinded, but CUC decided to remove the former Trickling Filter structure to prevent future mercury releases. Subsequently, Shield prepared an Abatement Work Plan for approval by Kentucky Division of Waste Management and prepared a Project Manual with bid specifications for contractor selection. During abatement, Shield provided direct oversight of contractor activities and consulting services for waste disposal needs. A total of 40,000 lbs of mercury impacted material was removed and disposed, the former Trickling Filter structure was demolished, and the area was restored. The site received a clean closure letter from KDWM.

VALUE ADDED:

Shield's media screening and creative abatement plan resulted in over \$150,000 in contractor cost savings for CUC. The investigation, abatement design, waste characterization, clearance sampling, and oversight services were all performed on time and within the established budget. The total project expense, including contractor fees, was completed for \$265,400.

6.LOCAL OFFICE

Shield Environmental serves as the principal contractor for the project, with **Abbie Jones Consulting** acting as a key subcontractor. Both firms are committed to leveraging their local offices to maximize the project's success, underscoring our dedication to community involvement and local expertise.

Shield Environmental was established in 1985 and has since evolved into a leading, privately-owned environmental consulting and engineering firm. With a rich history of serving industrial, municipal, commercial, and private sectors both in the U.S. and internationally, Shield is renowned for its comprehensive expertise in environmental, sanitary, and civil engineering, as well as in the sciences of air quality, geology, hydrogeology, biology, chemistry, and soil sciences.

Our Lexington, Kentucky, office, established as our headquarters, is the heart of our operations, housing 24 of our 28 professionals. This office is poised to deliver 75% of the work for the current project, emphasizing our commitment to employing local talent and resources. Additionally, our satellite office in Louisville, Kentucky, contributes 4 professionals to our dynamic team. Shield's leadership, comprising individuals with vast experience in both multinational corporations and state government, ensures unparalleled project insight and execution.

Abbie Jones Consulting, established in 2011, has rapidly grown to a team of 16 dedicated staff, with Ms. Abbie Jones herself being a licensed professional engineer and surveyor in multiple states. This firm pledges to allocate 85% of the project workload to its local staff, further reinforcing the project team's commitment to local expertise and community engagement.

Both firms not only boast significant local presence and expertise but also a shared vision of delivering safe, compliant, effective, and cost-efficient solutions tailored to the project's needs. Our combined local office staffing and utilization plans are designed to ensure that the vast majority of project services are performed by local professionals, thus supporting the local economy and ensuring a deep understanding of local environmental and regulatory contexts.

This collaboration between Shield Environmental and Abbie Jones Consulting, leveraging our strong Lexington presence and deep-rooted expertise, stands ready to meet and exceed the project's requirements, ensuring success through local engagement and specialized capabilities.

7. Disadvantaged Business Enterprise (DBE) Involvement

In line with the request for proposals (RFP) from the Lexington-Fayette Urban County Government and its goals for subcontracting to Disadvantaged Business Enterprises (DBEs), Shield Environmental is committed to fulfilling the mandate that a minimum of ten percent (10%) of the total project value be subcontracted to DBEs. We are dedicated to this cause and have made concerted efforts to collaborate with both DBE and Women's Business Enterprises (WBE) to meet these objectives.

Shield Environmental is pleased to report that the bulk of the tasks outlined in the RFP are within our expertise and will be executed by our skilled team. For specific services that are beyond our primary skills, such as



surveying and laboratory analysis, we have sought out and established partnerships with certified subcontractors to align with the inclusivity aims of the RFP.

For the project's surveying needs, we have formed a partnership with **Abbie Jones Consulting**, a certified WBE known for its surveying and engineering services. This partnership not only augments our team with crucial skills but also aligns with the RFP's diversity objectives by involving a woman-owned business for a substantial part of the subcontracted tasks.

We have successfully established a partnership with **Merit Laboratories, Inc.**, a certified DBE. This collaboration ensures that the laboratory analysis component of the project adheres to the RFP's diversity and inclusivity goals..

In adherence to the RFP's requirements, we are ready to provide a comprehensive account to the EEO Officer and the Director of the Division of Purchasing. This account will detail our extensive outreach efforts, the initial challenges faced in engaging a DBE laboratory, and the eventual successful partnership with Merit Laboratories, Inc., highlighting our commitment to broadening the inclusion of diverse suppliers despite earlier constraints.

Additionally, we remain receptive to advice and support from the Urban County Government agency in identifying and engaging with DBE subcontractors for future projects or later phases of this project, to meet and support these critical goals continuously.

Shield Environmental is dedicated to creating an inclusive and diverse project environment, demonstrated through our engagement with a **Abbie Jones Consulting**, (WBE) for surveying tasks and with **Merit Laboratories, Inc.** (DBE) for laboratory analysis.

8.STATEMENT OF HOURLY RATE

We are pleased to present detailed statement of Shield hourly rates in **Appendix I**, for our dedicated team members anticipated to contribute to the project(s). This encompasses project managers, project engineers, engineering/CAD technicians, clerical staff, and our proficient two-man survey party crews. Each position title, as outlined in the Project Team section, is assigned specific hourly rates to ensure clarity and transparency. Accompanying this proposal is a meticulously prepared spreadsheet that offers an estimate of the overall project completion cost. This estimate is based on our quoted hourly rates in conjunction with the projected hours required by each team member. Our aim is to deliver unmatched value and precision in forecasting the financial aspects of your project, ensuring a seamless and efficient collaboration.



Cost Estimates							
Site Remediation							
253 Southland Dr. Lexington, KY							
Shield Proposal No. 24-055							
ITEM	TYPE OF UNIT	UNIT COST	NUMBER OF UNITS	EXTEND. COST	MARK UP	Sub-Total	GRAND TOTAL
Task 1							
1 Project Preparation and Planning- HASP, Contractor Procurement							
Principal	hour	\$175	3	\$525			
Project Manager	hour	\$155	6	\$930			
CADD	hour	\$75	1	\$75			
Private Utility Locates	each	\$1,200.00	1	\$1,200			
Mileage	mile	\$0.85	13	\$11			
					\$2,741	\$2,741	\$2,741
Total							\$2,741
2 Subsurface Soil Evaluation							
Principal	hour	\$175	3	\$525			
Professional Geologist	hour	\$145	16	\$2,320			
CADD	hour	\$75.00	1	\$75			
Geoprobe 7822 DT w/ DT22 Tooling	day	\$1,200.00	1	\$1,200			
Geoprobe Operator	hour	\$85.00	10	\$850			
Bentonite	each	\$24.00	5	\$120			
DT22 5' Liners w/ core catchers	each	\$9.00	75	\$675			
Patch Material	LS	\$50.00	2	\$100			
PID Meter	Day	\$100.00	2	\$200			
Mileage	Mile	\$0.85	28	\$22			
Per Diem	day	\$25.00	4	\$100			
Sample Supplies	each	\$3.00	50	\$150			
Sub Total					\$6,837	\$6,837	
VOC Soil Sample (Merit Labs)	each	\$102.00	50	\$5,100	\$5,100	15%	\$5,857
Sample Shipping	LS	\$100.00	1	\$100	\$100	15%	\$115
Survey Contractor (Abbie Jones Consultant)	LS	\$4,000.00	1	\$4,000	\$4,000	15%	\$4,600
Total							\$16,700
3 Groundwater Evaluation							
Principal	hour	\$175	3	\$525			
Professional Geologist	hour	\$145	6	\$1,160			
CADD	hour	\$75	1	\$75			
Geoprobe 7822 DT w/ DT22 Tooling	day	\$1,250	1	\$1,250			
Geoprobe Operator	hour	\$85	8	\$680			
Bentonite	each	\$24	5	\$120			
Temporary Assessment Wells	each	\$250	5	\$1,250			
Geoprobe Operator	hour	\$79	12	\$948			
Patch Material	LS	\$50	2	\$100			
Mileage	Mile	\$0.85	28	\$22			
Per Diem	day	\$25	2	\$50			
Sampling Supplies	each	\$14	5	\$70			
Measuring Wheel	day	\$10	1	\$10			
Sub Total					\$6,288	\$6,288	
VOC Water Sample (Merit Labs)	each	\$102	5	\$510	\$510	15%	\$587
Sample Shipping	LS	\$50	1	\$50	\$50	15%	\$58
Total							\$6,904
4 Waste Characterization, EPA ID & Profiling							
Principal	hour	\$175	8	\$1,400			
Project Manager	hour	\$155	12	\$1,860			
EPA ID No	LS	\$300	1	\$300			
Sub Total					\$3,560	\$3,560	
TCLP - VOCs (Merit Labs)	each	\$150	4	\$600	\$600	15%	\$690
Total							\$4,250
Task 2							
5 Remediation Plan							
Principal	hour	\$175	16	\$2,800			
Senior Project Manager	hour	\$165	16	\$2,640			
Professional Engineer	hour	\$145	30	\$4,350			
Project Manager	hour	\$150	30	\$4,500			
Project Staff	hour	\$115	16	\$1,640			
Design / Draftsperson	hour	\$75	4	\$300			



Measuring Wheel	day	\$10	1	\$10				
Truck Mileage	Mile	\$0.85	13	\$11				
Truck Mileage	Mile	\$0.85	384	\$328				
						\$18,777	\$18,777	
Total								\$18,777
6 Building Demolition Plan								
Principal	hour	\$175	0	\$0				
Senior Project Manager	hour	\$165	10	\$1,650				
Professional Engineer	hour	\$145	20	\$2,900				
Project Manager	hour	\$150	20	\$3,000				
Project Staff	hour	\$115	0	\$0				
Design / Draftsperson	hour	\$75	4	\$300				
						\$7,850	\$7,850	
Total								\$7,850
7 Construction Contract Documents								
Principal	hour	\$175	18	\$3,150				
Senior Project Manager	hour	\$165	32	\$5,280				
Professional Engineer	hour	\$145	60	\$8,700				
Project Manager	hour	\$150	20	\$3,000				
Project Staff	hour	\$115	0	\$0				
Design / Draftsperson	hour	\$75	20	\$1,500				
Truck Mileage	Mile	\$0.85	40	\$34				
Truck Mileage	Mile	\$0.85	256	\$218				
						\$21,832	\$21,832	
Total								\$21,832
8 Bidding Assistance and Construction Administration and Oversight								
Principal	hour	\$175	20	\$3,500				
Senior Project Manager	hour	\$165	40	\$6,600				
Professional Engineer	hour	\$145	48	\$6,960				
Project Manager	hour	\$150	84	\$12,600				
Project Staff	hour	\$115	160	\$18,400				
Design / Draftsperson	hour	\$75	10	\$750				
Per Diem	day	\$25	20	\$500				
Truck Mileage	Mile	\$0.85	600	\$510				
Sub Total						\$49,820	\$49,820	
Survey Contractor (Abbie Jones Consulting)	LS	\$4,000.00	1	\$4,000	\$4,000	15%	\$4,000	
Total								\$54,420
9 Property Management Plan Update								
Principal	hour	\$175	2	\$350				
Project Geologist	hour	\$145	4	\$580				
Design / Draftsperson	hour	\$75	2	\$150				
						\$1,080	\$1,080	
Total								\$1,080
Total Project Estimate								\$132,263
Less: Sum Value for Additional Stakeholder / Property Owner Meetings Above Minimum								\$700

9. ANTICIPATED SCOPE OF WORK

This section outlines the comprehensive Site Characterization and Remedial Action Plan Scope of Work developed by Shield Environmental Associates, Inc. in response to Request for Proposal (RFP) #12-2024. Our proposal is crafted to address the complex environmental concerns associated with the specified site, leveraging our extensive expertise in engineering and environmental consulting. The scope of work is divided into critical tasks, each designed to thoroughly assess and mitigate potential environmental hazards prior to



redevelopment activities. Our approach is grounded in rigorous scientific methodology and adheres to both federal and local environmental regulations, ensuring a comprehensive understanding and resolution of the site's environmental challenges. By executing this scope of work, Shield aims to facilitate a safe, efficient, and environmentally responsible site remediation, paving the way for future development while safeguarding public health and the environment.

ENVIRONMENTAL SAMPLING AND ASSESSMENT

Subsurface Soil Evaluation

Previous investigations conducted at the subject site have found detectable concentrations of tetrachloroethylene (PCE) and cis 1,2-dichloroethylene (cis-1,2 DCE) in soil samples collected under and adjacent to the existing building. Shield estimates that approximately 20-25 soil borings will need to be advanced using one of Shield's Geoprobe® direct-push drill rigs to fully characterize subsurface soils within the proposed Voluntary Removal Area shown in **Figure 1 in Appendix A**. The main objective of the extensive sampling within the remediation zone is to help reduce the volume of soil that will require disposal as hazardous waste.

Soil samples should be collected continuously on a 2-foot interval to bedrock refusal and field screened with a calibrated photoionization detector (PIO) for the presence of volatile organic compounds (VOCs). A previous site investigation showed bedrock refusal from 5.7 to 7.7 feet below ground surface. It is recommended that two (2) samples from each boring with the highest field screening results be submitted to the laboratory for VOC analysis using USEPA SW-846 Method 8260B. Proposed soil boring locations are shown in **Figure 1 in Appendix A**.

Groundwater Evaluation

Trichloroethylene (TCE), vinyl chloride, PCE, and cis-1,2 DCE have been detected above their established Federal Maximum Contaminant Levels (MCLs) under and downgradient of the existing building.

Based on the laboratory results from previous investigations, Shield estimates that 3 to 5 temporary assessment wells (TAWs) will be required to assess the extent of groundwater impacts at the site.

Each TAW should be installed to the soil/bedrock interface with 5 feet of 0.010-inch slotted screen PVC. Groundwater samples collected from each TAW should be analyzed in the laboratory for VOCs using USEPA SW-846 Method 8260B.

Waste Characterization

It is important to note that soils impacted with solvents used in known dry-cleaning operations are likely to carry one or more hazardous waste codes. The potential Resource Conservation and Recovery Act (RCRA) waste codes for this soil would be F001, F002 (spent halogenated solvents), U210 (virgin solvent), and 0039 (tetrachloroethylene). In order for the soil to not carry these codes, analytical testing data demonstrating the soil no longer contains detectable levels of the source ingredient would be necessary. As such, in light of the data analyses contained within a previous Phase II ESA report, there's a strong likelihood that soil removed from the subject site will carry several codes and will need to be



disposed of in a Subtitle C hazardous waste landfill.

Following the initial subsurface site investigation outlined above, additional sampling will likely be necessary for TCLP VOCs to satisfy Subtitle C hazardous waste landfill requirements for the impacted soil and Subtitle D disposal facility's requirements for the disposal of any non-impacted material that originates from an area of known or suspected impacts.

Shield will assist LFUCG in obtaining a "Contained-In Determination" for the impacted material at the site. A "Contained-In" Determination is designed to allow environmental media (debris, soil, sediment, and water) contaminated with a listed hazardous waste (F, K, P or U waste codes) to be disposed of in a permitted solid waste facility only if the concentrations of the listed contaminants present are below certain levels. In the event that a Contained-In Determination can not be obtained, Shield will prepare the necessary documents required for LFUCG to obtain an EPA Hazardous Waste Generator ID for the waste requiring disposal as hazardous as well as the documents required to set up a waste profiles with the selected Subtitle C and Subtitle D facilities.

REMEDIATION PLANNING AND EXECUTION MANAGEMENT

After the Sampling and Assessment activities described above are completed, Shield will then implement remediation planning and execution for the site. These activities will include the following along with all warranted meetings with LFUCG personnel and/or state regulators:

- *Remediation Plan* preparation;
- *Building Demolition Plan* preparation;
- Construction Contract Documents preparation (*Plans & Specifications*);
- Bidding Assistance and Construction Administration;
- Remediation Oversight; and,
- Property Management Plan updates.

Below is an outline of the activities which Shield will accomplish to complete the scope of services outlined in this RFP. Shield will use our extensive experience with similar re-development projects to implement these activities so that, utilizing information provided by LFUCG related to future property use, the remediation and thus planned re-development of the Southland Drive property will be accomplished with minimal interruptions and in the most cost-effective manner possible.

Remediation Plan

Based on the results of the completed environmental assessment activities at the site, Shield will prepare a *Remediation Plan* for the Project which will include; 1) an analysis of cleanup alternatives, 2) detailed environmental remedial steps to be implemented, 3) identification of goals to achieve site closure (i.e., full or partial clean closure letter) from the Kentucky Division of Waste Management (KDWM), and as a stand-alone document, 4) an estimate of probable costs. Specifically for this Southland Drive Project, it is currently anticipated that the *Remediation Plan* will address, at a minimum, removal of surface and/or subsurface hazardous substances from the site in areas of the proposed sewer alignment. Based on LFCUG's overall long-term objectives for the property, the plan for removal of hazardous substances may be designed as "complete" or "surgical" in nature. If, for example, LFCUG's long-term goal for this site is to achieve a full



“clean” closure letter from the KDWM, then “complete” removals may be warranted. On the other hand, if LFCUG’s goal for this site via this Project is to only obtain a partial “clean” closure letter from the KDWM, then a “surgical” removal may be warranted. These options will be flushed out and decided in Shield’s collaboration with LFCUG on this Project during development of the *Remediation Plan*.

The *Remediation Plan*, through an analysis of cleanup alternatives, will also evaluate potential exposure pathways based on the potential future use of the site by the LFCUG. Shield will use this evaluation to develop cleanup objectives for the proposed remediation and gain approval by the KDWM. The *Remediation Plan* will provide a Feasibility Study which will include an evaluation of remedial alternatives and thus select the most appropriate and cost-effective alternative for implementation designed to meet LFCUG’s overall objectives for the site. Each cleanup alternative will be evaluated for, effectiveness, feasibility, and cost.

The *Remediation Plan* will provide the basis for development of required Contract Documents for implementation of the remediation and will include, related to the removal of hazardous substances from the site, the following:

- Quantity of material to be removed from the site (impacted soils, impacted groundwater, building slabs, and foundations,
- Determination of a disposal location(s) for removed material(s), including preparation of all profiles, and obtaining all necessary approvals for transport and disposal of the material,
- Measures necessary to prevent hazardous substances from migrating into the “clean” corridor of the site from surrounding soils,
- Training requirements for employees on the site conducting remediation efforts, and
- An outline of all required permits for execution of the *Remediation Plan* (possibly KYDOW Stream Construction Permit, Kentucky Division of Air Quality Demolition Permit, etc.),

The *Remediation Plan* will also outline warranted coordination with the Kentucky Division of Waste Management to obtain a full or partial “clean” closure letter for the site. It is understood that “clean” means the corridor is remediated to the residential allowable levels as defined in the Regional Screening Level Tables (for soil) or the federal MCLs (for water).

Additionally, as a stand-alone document, an Opinion of Probable Cost for the remediation, including but not limited to; material removal, transportation to and disposal at an appropriate facility, along with site restoration and stabilization will be prepared for LFCUG. It is understood that all work shall comply with the previously KDWM approved *Property Management Plan* for the Southland Drive site.

As part of this activity, Shield will coordinate and attend all warranted meetings with LFCUG staff such as review of the *Remediation Plan* at both the 50% and 100% completion stage.

Building Demolition Plan

As building demolition work is dangerous with many safety hazards and risks, a *Building Demolition Plan* is extremely important to manage those risks. While unique hazards and risks apply to each demolition work site, below are the most common that Shield may address in the *Building Demolition Plan*:

- Structural integrity of the existing structure;
- Surrounding buildings or structures;



- Hazardous material elimination from the building;
- Asbestos Containing Materials (ACM) management from within the structure in an environmentally conscious way;
- Site access and egress;
- Protection of power lines, water mains, gas lines, sewerage or other process lines either underground or above-ground;
- Disconnection of essential building utilities;
- Management of hazardous noise from demolition work; and
- PPE required for workers and other personnel.

Based on the results of the completed environmental assessment activities, Shield will prepare a *Building Demolition Plan* for the Project. The *Building Demolition Plan* will outline the work involved, assess the site risks, document the work to be accomplished and outline required safety procedures. The *Building Demolition Plan* will include:

- Overview of work;
- Identification of hazards and risks; and
- Notification of authorities.

First, the *Building Demolition Plan* will outline the demolition work scope. This will include where and when the work will occur along with key personnel and their responsibilities. Additionally, the type, height and overall size of the structure(s) to be demolished will be documented, along with the time frame to complete the work. In the overview, the *Building Demolition Plan* will also note pre-work considerations. This includes assessment of surrounding factors like public roads, or underground/above ground essential services like gas, water mains and/or power lines.

Next, the *Building Demolition Plan* will assess risk. Importantly, this assessment will identify safety hazards, risks, and determine appropriate control measures to carry out the work safely. In addition, the *Building Demolition Plan* will identify potential damage, and steps to mitigate, to the environment because of the planned demolition work.

Additionally, the *Building Demolition Plan* will describe any Permits from relevant regulatory authorities that may be required for the demolition work. This may include ACM removal plans & permits, air emissions permits, and stormwater management permits.

Construction Contract Documents

To implement the scope of work outlined in the *Remediation Plan* and the *Building Demolition Plan* outlined above, Shield will prepare *Construction Contract Documents* (i.e. Plans & Specifications) for Public Bid for the Project.

These *Construction Contract Documents* will include Construction Specifications which will detail the work to be accomplished and the quality of workmanship required. The Specifications will be utilized in conjunction with Construction Plans (i.e., Drawings) for the Project. Through the development of the *Construction Contract Documents*, Shield will work to take advantage of the following to ensure successful implementation of both the *Remediation Plan* and the *Building Demolition Plan*:



- In-Depth design & analysis of the site to produce the most cost-effective and value-added design for the work;
- Enhanced collaboration between Shield, LFUCG and the sewer extension design team to seek out synergies for an optimal remediation design;
- Creative Problem-Solving with flexibility to change the design approach if warranted; and Definition of construction costs. Knowing the cost of construction via the For Bid process before project construction begins will limit the financial exposure of LFUCG; and
- Because this is a “specialty project” for LFUCG, Shield will work to allow LFUCG to tackle this challenging Project with minimal issues throughout construction.

The *Construction Contract Documents* will be in the form of a Bid Set which will be presented to the LFUCG’s Division of Water Quality Project Manager for approval prior to advertisement for Public Bids. Once Bids are received and the Contractor is selected, a Final Construction Set of the *Construction Contract Documents* will be prepared and presented to LFUCG’s Division of Water Quality Construction Manager at a Pre-Construction Meeting.

As part of this activity, Shield will coordinate and attend all warranted meetings with LFUCG staff such as review of the *Construction Contract Documents* at both the 30% and 90% completion stage.

Bidding Assistance and Construction Administration

As part of the preparation of the *Construction Contract Documents*, Shield will work to assist the LFUCG Division of Purchasing with bidding services. This assistance will include:

- Advertisement for Bid;
- Coordinating and preparation of meeting summary of the Pre-Bid Conference;
- Preparation of Addenda and assisting Purchasing with any Addenda;
- Preparation of a Bid Tabulation and a letter of Recommendation to Award; and
- Preparation of a meeting summary of the Pre-Construction Conference.

After a Contractor is selected for the demolition and remediation work, Shield will work to assist the LFUCG with construction administration services, including:

- Review and process shop drawings;
- Daily site observation/monitoring;
- Review monthly pay requests from the Contractor;
- Coordinate and respond to Requests for Information (RFI) and Change Order (CO) requests;
- Coordinate and prepare documents necessary for the approval of Contract Change Orders;
- Schedule, conduct, and prepare meeting summaries of construction progress meetings;
- Attend and prepare meeting summary of a “Punchlist” Meeting;
- Prepare Record Drawings; and
- Prepare Project closeout documents (Engineer’s Certification, Notices of Termination of permits, etc.)



Property Management Plan Update

As part of the Project's close-out, Shield will update the site's *Property Management Plan* to reflect updated site conditions. The *Updated Property Management Plan* will include a summary of the impacted media that remains, if any, after implementation of the site remediation and provide the requirements and recommendations needed during any future site re-development and/or sanitary sewer improvement work at the site.

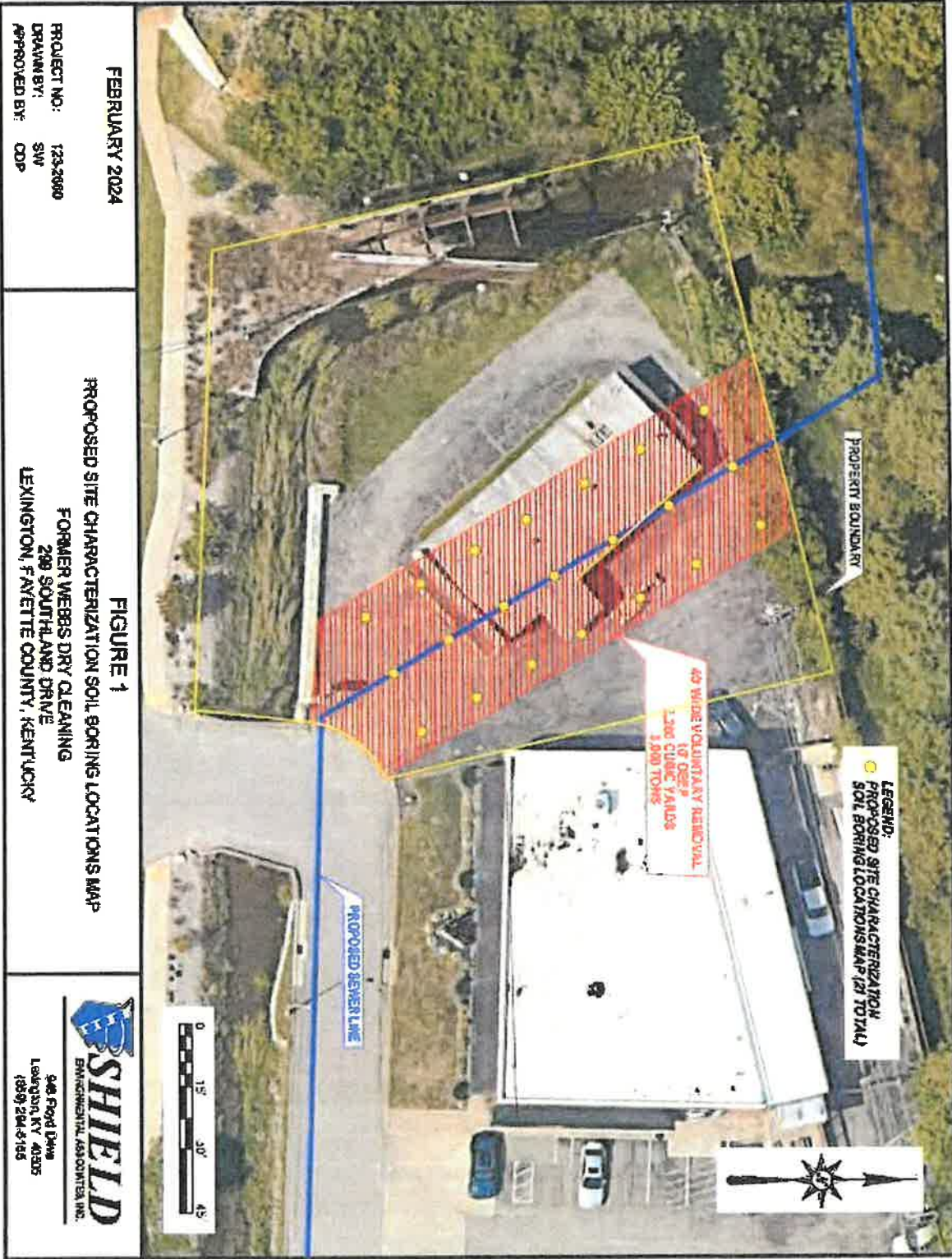
Custom Solutions: The Shield Pledge

In our proposal, we emphasize that Shield Environmental's estimates are made in good faith, tailored to the unique challenges of remediating a contaminated site. The USDA Rural Development Utility Program Fee Guide's recommendations, while valuable, do not fully cater to the specific needs of this project. This discrepancy highlights the specialized nature of our work, requiring customized solutions. Our approach is designed with precision and a commitment to environmental integrity, ensuring effective and sustainable outcomes.



APPENDIX A

Figure 1



FEBRUARY 2024

PROJECT NO: 123-2000
 DRAWN BY: SW
 APPROVED BY: COP

PROPOSED SITE CHARACTERIZATION SOIL BORING LOCATIONS MAP
 FORMER WEBBS DRY CLEANING
 299 SOUTHLAND DRIVE
 LEXINGTON, FAYETTE COUNTY, KENTUCKY

FIGURE 1

SHIELD
 ENVIRONMENTAL ASSOCIATES, INC.
 945 Ford Drive
 Lexington, KY 40505
 (859) 264-9165

**APPENDIX B
ANNENDUM #1**



ADDENDUM #1

RFP Number: #12-2024

Date: February 23, 2024

Subject: Remediation Plan for 297 Southland Drive

Address inquiries to:
Brian Marcum
brianm@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced RFP:

The RFP submittal date has been extended to Friday, March 1, 2024 at 2:00 PM EST.

- Submitters should identify how many local (per rfp) workers will be in work force calculation. **Please show your local employment as a percentage of you total workforce to be used in the performance of this rfp.**
- Design Fee is to be based on USDA/RD rate schedule, but they didn't know the construction cost estimate to determine that since it's based on percentage of construction. **The proposed corridor and pipe profile is shown in the RFP. Assume all material in the corridor down to bedrock will be removed and backfilled, unless the Phase II ESA indicates otherwise.**
- Do we provide RD Summary Sheet? It's public I think on their website and use that as basis? **Yes. The May 2022 Kentucky USDA Rural Development Utility Program Fee Guide is attached.**
- **The selected consultant shall begin work on obtaining Kentucky eClearinghouse approval of the project upon issuance of the Notice to Proceed. Instructions for accessing the Kentucky eClearinghouse website and specific information on the grant is included in the attachment labeled E 7.**
- According to the USDA Rural Development Utility Program Fee Guide, rates are shown as a percentage of construction cost which is provided as ranges. The overall remediation cost will not be known during performance of the requested Phase II Site Assessment. Thus, are hourly rates for



labor, equipment, material & expenses acceptable? Hourly rates for labor, equipment, material and expenses are acceptable to be used as the basis for any change orders (additive or deductive). The proposed corridor and pipe profile is shown in the RFP. Assume all material in the corridor down to bedrock will be removed and backfilled, unless the Phase II ESA indicates otherwise. Total scope fee will be based upon this information.

- Will the existing building be demolished before Phase II begins, or after? Existing building will be demolished to slab level before the Phase II.
- Should demolishing the building be included as part of the remediation efforts? Building slab and foundations removal are part of the remediation effort.
- Should a hazardous material survey be conducted during the Phase II work? Building material sampling has been done under separate contract and material will be abated under separate contract. Successful firm may request a copy of the building material survey.
- What are the necessary documents to be submitted to the Kentucky eClearinghouse to obtain a Kentucky eClearinghouse Endorsement Letter? Ky eClearinghouse information previously provided and instructions for accessing the eClearinghouse are attached.
- What details / information is needed for the Certificate of Project Completion? Exhibit 11 from the grant award documents is attached.

Exhibits Attached
RDA Fee Schedule
eClearinghouse Information
E7 eClearinghouse endorsement
E11 Certificate of Project Completion



Todd Slatin, Director
 Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: Shield Environmental Associates, INC.

ADDRESS: 948 Floyd Drive, Lexington, KY 40505

SIGNATURE OF BIDDER: 



**APPENDIX C
AFFIDAVIT**

AFFIDAVIT

Comes the Affiant, C. DOW PORTER, and after being first duly sworn, states under penalty of perjury as follows:

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

Further, Affiant sayeth naught.

[Signature]

STATE OF Kentucky
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by C. Dow Porter on this the 1st day of March, 2024

My Commission expires: May 26, 2026

NOTARY PUBLIC, STATE AT LARGE [Signature]



**APPENDIX D
AFFIRMATIVE ACTION PLAN**

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

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

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

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

Sherita Miller, MPA, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507

smiller@lexingtonky.gov

Firm Submitting Proposal: *Shield Environmental Associates, INC.*

Complete Address: *948 Floyd Drive, Lexington, KY 40505*
Street City Zip

Contact Name: *C. Dow Porter* Title: *Managing Principal*



Telephone Number: *(859) 294-5155* Fax Number:

Email address: *dow_porter@shieldmw.com*



March 8, 2021

Rhonda Triplett-Sharfe
Administrative Specialist II
Finance and Administration Cabinet
Office of Equal Employment Opportunity/Contract Compliance
702 Capital Avenue – Capitol Annex, Room 395
Frankfort, KY 40601

Subject: Shield Environmental Associates, Inc.
Affirmation Action Plan – Updated for 2021

Dear Ms. Triplett-Sharfe,

Shield Environmental Associates, Inc. (Shield) is in receipt of the February 17, 2021 notification letter, whereby your office instructed Shield to submit a bona fide affirmative action plan.

As such, we have updated our Affirmative Action Plan including newly established goals for compliance (AAP Part 2) and an Affidavit of Effort To Comply (AAP Part 3). This updated plan is attached to this letter.

After reviewing Shield's plan, please feel free to contact me or Dow Porter with any questions or concerns.

Sincerely,
SHIELD ENVIRONMENTAL ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'Mark F. Sweet'.

Mark F. Sweet, P.G.
President

Attachment



Lexington
948 Floyd Drive
Lexington, KY 40505
Telephone 859.294.5155
Fax 859.294.5255
www.shieldenv.com

Louisville, KY

**SHIELD ENVIRONMENTAL ASSOCIATES, INC.
AFFIRMATIVE ACTION PLAN**

February 19, 2021

Shield Environmental Associates, Inc. (Shield) is an employee-owned, full-service environmental engineering and consulting firm with offices located in Lexington and Louisville, Kentucky. This plan has been developed by Shield in order to ensure that all individuals have an equal opportunity for employment, without regard to race, color, religion, sex, national origin, disability or status as a Vietnam era or special disabled veteran.

Shield has developed policies and procedures to guide the firm in its effort to avoid discriminatory hiring practices. This plan shall serve as a set of specific, result-oriented procedures to which the firm will apply every good faith effort to ensure compliance.

As such, to comply with the requirements of the Kentucky EEO Act, KRS 45.600(3), Shield will enact the following measures:

1. Equal and fair treatment will be provided to all employees regardless of race, color, religion, national origin, sex, age, or disability.
2. A complete up-to-date record of employees classified by race, sex, and job classification will be maintained and semi-annual reports will be submitted to the Kentucky Office of Equal Employment Opportunity and Contract Compliance.
3. All employees will be advised at the time of employment that Shield is an equal opportunity / affirmative action employer and that hiring, promotion, or demotion is based on an individual's qualifications and ability to perform the work.
4. Shield will cooperate with and support apprenticeship-training programs based on affirmative action.
5. Recruiting advertisements and all notices relating to employment will include the clause "An Equal Opportunity Employer M/F/D". This clause will be printed on all correspondence and notices relating to employment.
6. A company policy statement outlining Shield's commitment to equal employment opportunity and affirmative action will be posted in conspicuous places throughout our offices.

7. Shield has appointed Amy Dunagin to serve in the capacity of the equal employment opportunity / affirmative action (EEO/AA) officer. The EEO/AA is authorized to supply reports and represent Shield in all matters regarding this affirmative action plan.

8. The name, address and telephone number of the EEO/AA officer will be posted in conspicuous places throughout the facility. The officer will be responsible for the following:
 - A. Implementing all phases of the affirmative action plan;
 - B. Maintaining a close liaison with the compliance staff of the Commission on Human Rights regarding non-discriminatory requirements;
 - C. Conducting periodic audits of employment practices to ensure non-discrimination;
 - D. Semi-annual or more frequent instruction of all supervisory personnel about equal opportunity / affirmative action non-discrimination responsibilities;
 - E. Periodically instructing supervisors about their responsibilities to ensure that minorities are not subject to any type of discriminatory practices or harassment;
 - F. Semi-annual reviews with all supervisory personnel to ensure that the EEO / AA program is being implemented at all levels;
 - G. Notifying all minority recruitment sources in writing that Shield is an equal opportunity / affirmative action employer and notification to same of job openings;
 - H. Notification to all eligible employees regarding promotions or vacancies to ensure equal employment opportunity;
 - I. Maintaining all facilities and activities on a non-discriminatory basis;
 - J. Maintaining applicant flow data with the title of job, referral source, sex, race, and final action with reasons for any rejections; and
 - K. Seeking to utilize minorities to the same degree as all others based on the following factors in the civilian labor area:
 1. The minority population of the labor area surrounding the facility;

2. The size of the minority unemployment forces in the area surrounding the facility;
3. The percentage of the minority workforce as compared with the total workforce in the area;
4. The availability of minorities having requisite skills in the immediate labor area;
5. The availability of minorities having requisite skills in the reasonable recruitment area;
6. The availability of promotable and transferable minority employees in the company;
7. The existence of institutions capable of training persons in the requisite skills; and
8. The degree of training the company is reasonably able to undertake as a means of making all job classes available to minorities.



Signature of Company Official


President
Title

February 19, 2021
Date

Commonwealth of Kentucky
Finance and Administration Cabinet
Office of EEO/Contract Compliance
 Room 395, Capitol Annex, Frankfort, KY 40601
 Ph: (502) 564-2874 / Fax: (502) 564-1055
AFFIRMATIVE ACTION PLAN GOALS & TIMETABLES FORM
(AAP Part 2)

JOB CATEGORIES	Present Workforce			Total Projected Openings	Commitment To Increase Minority Utilization				Commitment To Increase Female Utilization			
	Total Employees	Total Minorities	Total Females		2021 Minorities	2022 Minorities	2023 Minorities	2024 Minorities	2021 Females	2022 Females	2023 Females	2024 Females
Officials and Managers	3		1	0								
Professionals	15		3	0	2	1	1	1				
Technicians	4		2	0								
Sales												
Clerical	1		1	0								
Craft Workers (skilled)	1			0								
Operatives (semiskilled)												
Laborers (unskilled)												
Service												
TOTAL	24		7	0	2	1	1	1				

Name of Firm: Shield Environmental Associates, Inc.

Company Official's Signature: 

Title: President

Telephone: 859-294-5155

Fax: 859-294-5255

Date: March 8, 2021

For Official Use Only

AFFIDAVIT OF EFFORT TO COMPLY
(AAP Part 3)

The undersigned, after first being duly sworn, states as follows: I Mark F. Sweet, have authority to sign this affidavit on behalf of Shield Environmental Associates, Inc. Shield Environmental Associates, Inc.'s work force is not reflective of the percentage of minorities in the labor area. However, according to the Kentucky EEO Act, KRS 45.600(6), Shield Environmental Associates, Inc. has complied with all other affirmative action requirements. Further, Shield Environmental Associates, Inc. has made every reasonable effort to comply with said percentage requirements.

AFFIANT:



Company Official's Signature

President

Title

February 19, 2021

Date

COMMONWEALTH OF KENTUCKY
COUNTY OF _____

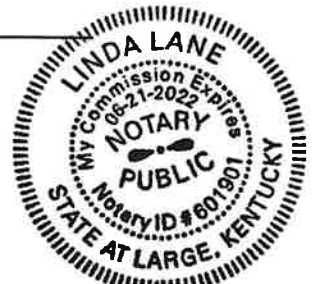
Subscribed and sworn to before me by Mark F. Sweet, President of Shield Environmental Associates, Inc. this 19th day of February, 2021

MY COMMISSION EXPIRES ON:

Linda Lane

NOTARY PUBLIC

June 21, 2022



**APPENDIX E
AMERICAN RESCUE PLAN**

AMERICAN RESCUE PLAN ACT

CERTIFICATION OF COMPLIANCE FOR AMERICAN RESCUE PLAN ACT EXPENDITURES

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

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

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

2. Pursuant to 24 CFR 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. Either party may terminate this Agreement for good cause shown with forty-five (45) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 45 days, then the Agreement shall terminate on the forty-fifth day.

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

be limited to the following:

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

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

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

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:
 1. *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*
 2. *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*
 3. *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or*

upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- 4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*
- 5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.*
 - 5.*
 - 6.*
- 6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*
- 7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.*
- 8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.*
- 9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*
- 10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.*
- 11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.*

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

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

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

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

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

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

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

Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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


Signature


Date

**APPENDIX F
EQUAL OPPORTUNITY AGREEMENT**

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

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

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

Bidders

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



Signature

Shield Environmental Associates, INC.

Name of Business

**APPENDIX G
GENERAL PROVISIONS**



GENERAL PROVISIONS

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

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

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

error in writing and request modification or clarification of the document if allowable by the LFUCG.

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

A. Termination for Cause

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

B. At Will Termination

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

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and

further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Leah B. Turner
Signature

 2/29/24
Date

**APPENDIX H
MWDBE PARTICIPATION FORMS**

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 12-2024

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

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Abbie Jones Consulting	WBE	Surveying	\$8,000	6%
2. Merit Labs	DBE	Laboratory Analytical	\$6,210	4%
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.

Shield Environmental Associates, INC.
Company

March 1, 2024

Date

C. Dow Porter

Company Representative

President

Title

**APPENDIX I
SHIELD HOURLY RATES**

**SHIELD ENVIRONMENTAL ASSOCIATES, INC.
Rate Schedule for 2024**

Direct Labor:

Principal	PR	175.00 hour
Senior Project Manager	SPM	165.00 hour
Project Manager	PM1	155.00 hour
	PM2	150.00 hour
Engineer/Geologist		
Professional Engineer	PE1	145.00 hour
	PE2	130.00 hour
	PE3	120.00 hour
Professional Geologist	PG1	145.00 hour
	PG2	130.00 hour
	PG3	120.00 hour
Project Staff	PS1	115.00 hour
	PS2	105.00 hour
	PS3	100.00 hour
	PS4	95.00 hour
Licensed Asbestos Inspector	ACM	140.00 hour
Certified WWTP Operator	CO	95.00 hour
Environmental Technician	ET1	85.00 hour
	ET2	80.00 hour
GeoProbe® Operator	GPO	85.00 hour
Design/Draftsperson	CD1	75.00 hour
Word Processor	CL1	65.00 hour
General Laborer	GL	65.00 hour

Drilling Equipment:

GeoProbe® - 54 LT	Full Day	1,200.00 *
	Half Day	700.00 *
GeoProbe® - 6620 DT	Full Day	1,000.00 *
	Half Day	625.00 *
GeoProbe® - 7822 DT	Full Day	1,200.00 *
	Half Day	700.00 *

Direct Expenses:

Subcontract Services	Cost plus 15%
Travel, Field Supplies, Non-listed Direct Expenses	Cost plus 15%
Mileage Charge	0.85 mile
Truck Charge (in Lieu of Mileage)	125.00 day
Truck Charge w/Lift Gate (in Lieu of Mileage)	135.00 day
* Plus Labor, Mileage and Materials	

**APPENDIX J
WORKFORCE ANALYSIS FORM**

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 12-2024

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

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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.

Shield Environmental Associates, INC.
Company

C. Dow Porter 
Company Representative

March 1, 2024

Date

President

Title

EXHIBIT D

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

4879-1704-8242, v. 1