



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #12-2024 Site Remediation at 293 (portion of formerly 299) Southland Dr.** to be provided in accordance with terms, conditions and specifications established herein.

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

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals. **A pre-proposal meeting will be held on February 20, 2024 at 1:30pm in the DWQ offices at 125 Lisle Industrial Ave. Lexington, KY 40511.**

Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

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

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

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

Contention Process

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

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

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

AMERICAN RESCUE PLAN ACT

CERTIFICATION OF COMPLIANCE FOR AMERICAN RESCUE PLAN ACT EXPENDITURES

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

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

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

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
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

SELECTION CRITERIA:

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

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

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

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

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

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

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

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

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

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

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

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

by _____ on this the _____ day

of _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE _____

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

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

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

Bidders

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: _____ Date: ____ / ____ / ____

(Name and Title)

Revised 2015-Dec-15

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

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

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

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

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

smiller@lexingtonky.gov

Firm Submitting Proposal:

Complete Address:

Street

City

Zip

Contact Name:

Title:

Telephone Number:

Fax Number:

Email address:

Lexington-Fayette Urban County Government MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

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

- a. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- b. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

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

MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323

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

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 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.				
2.				
3.				
4.				

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

Company

Company Representative

Date

Title

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

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

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

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

Company

Company Representative

Date

Title

MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference # 12-2024

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

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

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

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

Company

Company Representative

Date

Title

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # 12-2024

Total Contract Amount Awarded to Prime Contractor for this Project

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # 12-2024

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

___ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies

of responses from firms indicating that they would not be submitting a bid.

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

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

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

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

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

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

Company

Date

Company Representative

Title

GENERAL PROVISIONS

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

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

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

Signature

Date

**Scope of Services RFP # 12-2024 Request for
Proposals (RFP) and Hourly Rates for
Professional Engineering Services
Site Remediation at 293 Southland Dr.**

Overview

This RFP covers two Phases (Tasks) that have deliverables related to each other.

GENERAL TASKS: 1) Conduct a Phase II Environmental Site Assessment of the property, 2) develop a remediation plan for the site, and construction contract documents.

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

Background

The Lexington Fayette Urban County Government (LFUCG) has acquired a former drycleaner in Lexington, Kentucky and plans to construct a new sanitary sewer across part of the property. The identified project area is an approximately 0.38 acre parcel with one 1,980 square foot retail building surrounded by paved parking. The property has historically operated as a dry cleaning business since the early 1960s and has been vacant for approximately 7 years. The site experiences chronic surface water flooding and has legacy environmental (brownfield) issues associated with it due to historical onsite use of drycleaning solvents (potential use of tetrachloroethylene). The site is along the proposed alignment for sanitary sewer improvements in the Wolf Run Watershed. This project is funded through a grant from the Kentucky Cleaner Water Program, Project # 22CWS010.



Goals and Objectives

The primary goal and objective of this project is to provide LFUCG with all civil/environmental consulting requirements for acquiring the property, assessing the property as outlined below, remediating the property as described below, and demolishing improvements on the property in accordance with local, state, and federal law. Project services will include the following major tasks which are more thoroughly discussed below in Scope of Services:

- Assist LFUCG with preparing all documents and reports to comply with the terms and conditions of the Cleaner Water Program Grant.
- Conduct necessary environmental assessments to determine the extent of any impacts to soil and/or groundwater, paying particular attention to those areas of the property that will be disturbed during installation of future sanitary sewer improvements.
- Develop a remediation plan for site redevelopment to a remediation plan to address any subsurface hazards in the areas where the subsurface will be disturbed during future sanitary sewer improvements.
- Perform any sampling, regulatory coordination and disposal facility communication necessary for profiling any materials (e.g. excavated soils) that will require disposal offsite. If the concentrations in soil during the assessment stage suggest that obtaining a Contained-In Determination with the Kentucky Division of Waste Management may be possible, LFUCG would be interested in pursuing that as an option. However, if the concentrations indicate the material will need to be disposed of at a RCRA Subtitle C Landfill, it should be noted that the LFUCG does not currently have an active RCRA generator permit or generator identification number for this facility. The consultant will need to assist LFUCG in obtaining any necessary permits during the remediation project.
- Prepare construction plans and specifications for the remediation scope of work.
- Provide bidding assistance and construction administration during execution of the remediation and demolition project.
- At the termination of the project, update the Property Management Plan to reflect final site management considerations. Should any subsurface hazards remain that need to be considered and managed appropriately during any future construction projects (i.e. during installation of sanitary sewer improvements), those considerations should be accounted for in the updated Property Management Plan.

General Submittal Requirements

Individual Statement of Qualifications (SOQ's) should be spiral or comb bound to allow ease for archiving (no 3-ring binders). Interested firms must submit one (1) master hardcopy, (1) electronic version in PDF format on a flash drive or CD and seven (7) duplicates (hardcopies) as a full response to this solicitation. SOQ's shall be no more than twenty five (25) pages, excluding tabs/dividers, and shall be structured as follows:

1. Letter of Transmittal (one page maximum)
2. Firm Qualifications (five pages maximum)
 - Provide an executive summary explaining why the firm should be selected to provide services for this project, along with general information about the firm (and sub-consultants) related to their history and general qualifications. The executive summary should describe any unique qualifications provided by the firm that demonstrate proficiency in completing the tasks associated with enrolling sites in the Kentucky Brownfield Program, developing appropriate property

management plan(s), and site mitigation plans. Emphasis on the Project Manager's experience in these areas is of utmost importance and will be viewed favorably over experience of the firm.

3. Project Team (ten pages maximum)
 - Provide an organizational chart identifying the project manager(s), project engineers, surveyors, geotechnical sub-consultant (as necessary), Disadvantaged Business Enterprise (DBE) Firm / Minority Business Enterprise Firm (MBE), and others as required. The identified team members must have measurable experience and contributions associated with the Firm Reference Projects identified in Item 5 below. The organizational chart should clearly indicate the services to be provided by all sub-consultant firms. Include locations and one-page resumes of key project team individuals that will be providing substantial contributions to work products. This section shall also include a Risk Management Plan for substitute staffing in the event that key staff leaves the project team prior to completion of any Task Order.
4. List of Clients for Which Similar Work has Been Performed (one page maximum)
 - Provide client name, contact person, contact phone number and email address, and identify by name similar projects completed for each client.
5. Firm Reference Projects (four pages maximum)
 - Provide the project name, date, services provided, and a project description detailing the scope of the project and project construction cost. List only those projects where a key member of the project team provided a substantive contribution to the project completion.
6. Local Office (one page maximum)
 - Statement of presence of local office(s) for all firms comprising a Project Team, when the local office was established, local office staffing (number in each local office), and local office utilization (estimated percent of potential project services to be performed by the local offices). "Local office" shall be defined as being located in a county served by the Bluegrass Area Development District (see BGADD.org for a complete list). The attached form (Exhibit 1, below) shall be used for this information.
7. Disadvantaged Business Enterprise (DBE) Involvement (one page maximum)
 - Provide a statement regarding the commitment to meeting the goals of LFUCG's DBE program (see below).
8. Statement of Hourly Rates (two pages maximum)
 - Provide a statement of hourly rates for all personnel expected to work on the project(s), including project managers, project engineers, engineering/CAD technicians, clerical and two-man survey party crews. Hourly rates should be clearly assigned to all position titles that are identified on the Project Team section. In spreadsheet form, provide an estimate for the overall project completion cost using the quoted hourly rates and the estimated hours needed for each member of the project team. The spreadsheet should include a unit lump sum price for stakeholder/ property owner meetings above the minimum specified in the Scope of Services and provide a statement of expected reimbursable expenses.
9. Anticipated Scope of Work (ten pages maximum)

Provide a general discussion of how the firm will complete the scope of services. While LFUCG understand that some of the early phases of the project will inform later tasks, the scope of work discussion should pay particular attention to recommendations for sampling and assessment services. Consultants should base their initial scope of work on their past experience with similar sites and review of information provided by LFUCG for future property use. This discussion should include

an estimated number of building material samples to be collected to plan for demolition (and what those samples will be analyzed for). The discussion should also include a summary of the soil and/or groundwater assessment anticipated to be conducted including the number of soil borings to be advanced, soil and/or groundwater samples recommended to be collected, parameters that will be analyzed and field methods. Again, LFUCG understands that there may be adjustments to the actual investigations after completion of initial due diligence; however, consultants should provide a summary of the level of investigation necessary to accomplish site redevelopment as described by LFUCG.

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

Exhibit 1

**Project Team
Location(s)**

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

Notes:

1. “Headquarters” refers to the corporate office that provides project support to the local office, if applicable. If support comes from multiple locations, use the blank spaces in the form to provide relevant information.
2. Listing of sub-consultants is optional and should only be provided if the prime consultant considers the sub-consultant(s) services to be essential to meeting the required qualifications. In this event, documentation from the subconsultant(s) shall be submitted in the SOQ that provides a commitment to be a part of the prime consultant’s team in providing the stated services. In such cases, for the purpose of evaluating the proposals, committed sub-consultants will be considered to be part of the prime consultant’s workforce. Prime consultants face potential disqualification from future work if DWQ finds that the identified sub-consultants are not being utilized to deliver assigned work products.

Scope of Services

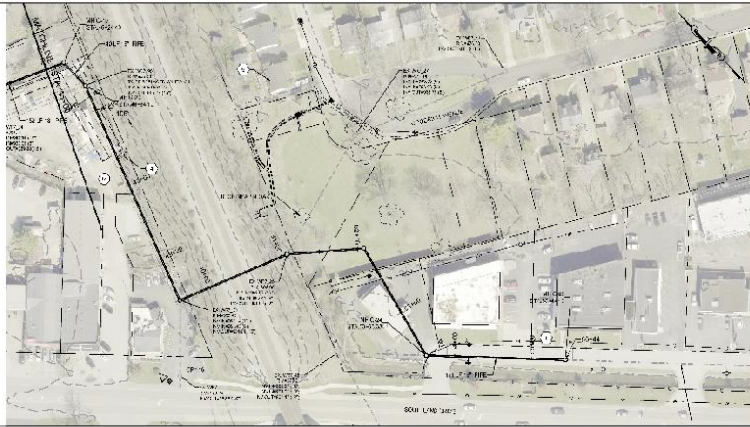
This Scope of Engineering Services provides a minimum set of project management guidelines, tasks, and activities requiring completion. Specific Project Required Deliverables (stand-alone reports) are highlighted below. The intent is not to highlight all potential permits, plans or documents but to outline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

1. Conduct a Phase II Environmental Site Assessment/Site Investigation consisting of soil and/or groundwater sampling. The sampling plan should pay particular attention to assessing the site in consideration of the future installation of sanitary sewer improvements. If any subsurface features of concerns are identified when completing the Phase II ESA (e.g. subsurface pits, tanks, etc.) those should be included in any sampling assessments. Soil borings shall be extended to bedrock. Sampling efforts shall be primarily directed to the area shown in the map below to determine the extent of remediation required to establish a “clean” corridor for future sanitary sewer construction and removal of **all** building slab and foundations.

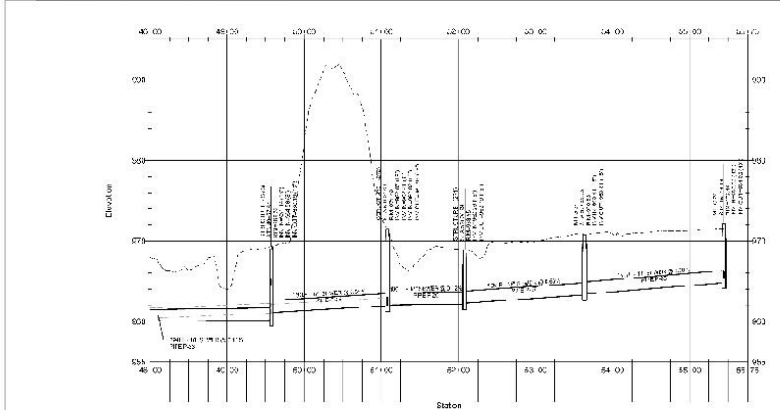


PROPOSED SANITARY SEWER CORRIDOR

SANITARY SEWER PLAN AND PROFILE



- NOTES:**
- (1) ALL 12" DIAMETER SEWER LINES SHALL BE 12" DIAMETER POLYETHYLENE GLASS REINFORCED PLASTIC (PEFRP) PIPE WITH 12" DIAMETER MANHOLES.
 - (2) ALL 18" DIAMETER SEWER LINES SHALL BE 18" DIAMETER POLYETHYLENE GLASS REINFORCED PLASTIC (PEFRP) PIPE WITH 18" DIAMETER MANHOLES.
 - (3) ALL 24" DIAMETER SEWER LINES SHALL BE 24" DIAMETER POLYETHYLENE GLASS REINFORCED PLASTIC (PEFRP) PIPE WITH 24" DIAMETER MANHOLES.
 - (4) ALL 30" DIAMETER SEWER LINES SHALL BE 30" DIAMETER POLYETHYLENE GLASS REINFORCED PLASTIC (PEFRP) PIPE WITH 30" DIAMETER MANHOLES.
 - (5) ALL 36" DIAMETER SEWER LINES SHALL BE 36" DIAMETER POLYETHYLENE GLASS REINFORCED PLASTIC (PEFRP) PIPE WITH 36" DIAMETER MANHOLES.
 - (6) ALL 42" DIAMETER SEWER LINES SHALL BE 42" DIAMETER POLYETHYLENE GLASS REINFORCED PLASTIC (PEFRP) PIPE WITH 42" DIAMETER MANHOLES.



<p>DATE: _____</p> <p>DESIGNER: _____</p> <p>CHECKER: _____</p> <p>APPROVER: _____</p>	<p style="text-align: center;">PLAN AND PROFILE SHEET OF A 15' X 30' TO 30' X 42'</p> <p style="text-align: center;">LEWIS AND CLARK COUNTY HEALTH DEPARTMENT</p> <p style="text-align: center;">WOLF RUN TRUNK SEWER LINES</p> <p style="text-align: center;">LHCDC BLDG. NO. 400-011, BOB BENA, WOLF</p>
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2. Based upon the findings above, develop separate remediation plans to address; 1) removal of surface and/or subsurface hazardous substances from the site in areas of potential future use (proposed sewer alignment on the property shown above). The Remediation Plan is intended to provide the basis for the scope of work to be detailed in the Contract Documents discussed below and shall include the following minimum requirements:
 - a. Surface/Subsurface Material Assessment Report
 - i. Quantity of material to be removed from the site and disposed of properly for example impacted soils in areas planned for improvements, etc.). Building slab and foundations are to be removed as part of this work.
 - ii. Determination of disposal location (likely a Subtitle C Hazardous Waste Landfill for any impacted soil and/or excavation water, if chlorinated solvent impacts are identified). Preparation of all applications and obtaining all necessary permits to transport and dispose of material removed from the site.
 - iii. Remediation plan shall include any measures necessary to prevent hazardous substances from migrating into the “clean” corridor from surrounding soil.
 - iv. Training requirements for employees on the site conducting remediation efforts.
 - v. An outline of all the permits that will be required to execute the remediation plan to include but not limited to KYDOW Stream Construction Permit, Kentucky Division of Air Quality Demolition Permit, etc.
 - vi. Coordination with the Kentucky Division of Waste Management to obtain a full or partial clean closure letter for the site. Clean shall mean the corridor is remediated to the residential allowable levels as defined in the Regional Screening Level Tables (for soil) or the federal MCLs.
 - vii. A stand-alone (not to be included in the Remediation Plan document) Opinion of Probable Cost for the remediation, including but not limited to, material removal, transportation to and disposal at an appropriate facility, site restoration and stabilization. All work shall comply with the approved Property Management Plan (Attachment 3).
3. Kentucky Infrastructure Authority (KIA)/ Kentucky Cleaner Water Program Assistance
 - a. Preparation and submittal of all necessary documents to the Kentucky eClearinghouse to obtain a Kentucky eClearinghouse Endorsement Letter.
 - b. Submittal of project plans and specifications to the Kentucky Division of Water (KYDOW) for the KYDOW Approval Letter.
 - c. Submittal of the following items within fourteen (14) days of construction bid opening:
 - i. Engineer’s approval of the “as-bid” project budget with the Engineer’s signature
 - ii. Affidavit of newspaper publication with tear sheet of advertisement (provided by LFUCG).
 - iii. Certified bid tabulations with the Engineer’s seal, number, and signature.
 - d. Completion and submittal of the Certificate of Project Completion
4. Prepare all Contract Documents (i.e. Construction Plans, Specifications, etc.) consisting of:

Bid Sets – Presented to Division of Water Quality Project Manager prior to Advertisement

 - Two (2) – Full Size Plans – Construction Management
 - Two (2) – Specifications – Bound
 - A set of digital files of Plans and Specifications (“pdf format”) stored on a USB flash drive or ftp site.

Final Construction (Conformed) Sets – Presented to Division of Water Quality Construction Manager at Pre-Construction Meeting

- Six (6) - Full Size Plans (22” x 34”)
 - LFUCG - Construction Management (3)
 - LFUCG - Project Manager (1)
 - Contractor (2)
- Three (3) – Half Size (11” x 17”)
 - LFUCG – Construction Management (2)
 - LFUCG – Project Manager (1)
- Eight (8) Specifications – Bound
 - LFUCG - Construction Management (3)
 - Original Signatures (1)
 - Reproduction (2)
 - LFUCG - Project Manager (1)
 - Reproduction (1)
 - LFUCG – Administration (Council, Purchasing) (2)
 - Original Signatures (2)
 - Contractor (2)
 - Original Signatures (1)
 - Reproduction (1)
- A set of digital files of Plans and Specifications (“pdf format”) stored on a USB flash drive or ftp site.

Consultant shall be responsible for all costs, assembly, binding, etc. for all deliverables as listed above.

5. Meetings

a. LFUCG Staff

- i. Completion of the Phase II Environmental Site Assessment/Site Investigation
- ii. Remediation plan- 50%
- iii. Remediation plan- 100%
- iv. Construction Contract Documents
 1. 30%
 2. 90%

6. Bidding Assistance and Construction Administration

- a. Assist the LFUCG Division of Purchasing with bidding services, including but not limited to: Advertisement for Bid; Coordinating and preparation of meeting summary of pre-bid conference; Preparation of addenda and assisting Purchasing with any addenda; Preparation of bid tabulation and letter of recommendation to award; Preparation of construction Contract Documents; Coordinating and preparation of meeting summary of pre-construction conference. Consultant shall be responsible for all printing charges for contract documents provided/printed/delivered to OWNER.

- b. Assist LFUCG with construction administration services, including but not limited to: Review and process shop drawings; Daily site observation/monitoring; Review monthly pay requests with LFUCG (assume one meeting per month); Coordinate and respond to Requests for Information (RFI) and Change Order (CO) requests; Schedule, conduct and prepare meeting summary of construction progress meetings (as needed); Coordinate and prepare documents necessary for the approval of Contract Amendments (change orders); Attend and prepare meeting summary of “punchlist” meeting; Prepare record drawings; Prepare project closeout documents, including but not limited to Engineer’s Certification, Notices of Termination of any permits, etc. As part of the close-out tasks, the Consultant should also update the **Property Management Plan** to reflect updated site conditions. This plan should also provide a discussion of requirements and recommendations during any future sanitary sewer improvement work based upon the final conditions. If any soil or groundwater impacts were not addressed during the site remediation (e.g. remnant groundwater contamination), the management plan should include a summary of the impacted media that remains.

Phase 2 Deliverables

1. Phase II Environmental Site Assessment/Site Characterization Report
 - a. Bound hardcopy conforming to 8 ½” x 11”
 - b. Electronic copy (pdf format)
2. Remediation Plan
 - a. Bound hardcopy conforming to 8 ½” x 11”
 - b. Electronic copy (pdf format)
3. Construction Contract Documents- described in 5 above.
4. Updated Property Management Plan.

Tentative Project Schedule

Phase / Sub Task	Calendar
Phase 1	
Kickoff Meeting	10 days
Phase II Environmental Site Assessment/Site Characterization	60 days
Remediation Plan	90 days
Construction Contract Documents	30 days
Construction bids	30 days

Days are calendar days from the Notice to Proceed or issuance of a purchase order by LFUCG.

Method of Invoice and Payment

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

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

STOP WORK NOTICE:

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

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

Disadvantaged Business Enterprise (DBE) Notice

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

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

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

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

The following attachments follow:

Attachment 1: Engineering Services Agreement

Attachment 2: Blank Task Order Form

Attachment 3: Approved Property Management Plan

Attachment 4: Exhibits 6A & 6B of the Cleaner Water Grant

ATTACHMENT 1

ENGINEERING SERVICES AGREEMENT

ENGINEERING SERVICES AGREEMENT

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

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

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

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

1.2. Project Phase

After written authorization to proceed, **CONSULTANT** shall:

- 1.2.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**.
- 1.2.2. The **CONSULTANT** must perform all duties necessary to fully complete the deliverables described in attached Exhibit A "NAME OF RFP; RFP #XX-2023" (including Appendices____ and Addendums____), and attached Exhibit C the "Proposal of Engineering Services and Related Matters" (the **CONSULTANT'S** response to RFP #____), and amendments to the **CONSULTANT'S** proposal included in attached Exhibit D “Further Description of Basic Engineering Services and Related Matters.”

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

- 1.2.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.2.4. The **CONSULTANT** shall post all initial draft work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft

final work products for this **PROJECT**. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.

1.2.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall post all draft final work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall 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.

6.4. Successors and Assigns

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

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

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

6.5. Disputes

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

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

6.6. Accuracy of CONSULTANT'S Work

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

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

6.7. Security Clause

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

6.8. Access to Records

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

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

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

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

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

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

6.9.3. FINANCIAL RESPONSIBILITY

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

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

6.9.4. INSURANCE REQUIREMENTS

6.9.4.1. Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

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

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

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

6.9.4.2. Renewals

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

6.9.4.3. Right to Review, Audit and Inspect

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

6.9.5. SAFETY AND LOSS CONTROL

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

6.9.6. DEFINITION OF DEFAULT

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

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

- 8.1. This Agreement is subject to the following provisions.
- 8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.
- 8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 8.3. **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.
- 8.4 **UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.
- 8.5. **NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

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**

BY: _____
LINDA GORTON, MAYOR

BY: _____

ATTEST:

URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by
_____, as the duly authorized representative for and on behalf
of _____, on this the ___ day of _____, 2024.
My commission expires: _____.

NOTARY PUBLIC

EXHIBIT A

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

RFP#

EXHIBIT B

CERTIFICATE OF INSURANCE

EXHIBIT C

**PROPOSAL OF ENGINEERING SERVICES
AND RELATED MATTERS**

EXHIBIT D

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

ATTACHMENT 2
BLANK TASK ORDER

LFUCG TASK ORDER NO.
UNDER LFUCG AGREEMENT WITH _____ FOR
RFP XX-2023 FOR ACQUISITION, DEMOLITION, AND SITE REMEDIATION-299 SOUTHLAND DR.

CONSULTANT

OWNER

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

Task Order Date: _____

Task Name: _____

Task ID: _____

SCOPE OF WORK/DELIVERABLES

SCHEDULE OF WORK

FEE

ACCEPTED BY:

AUTHORIZED BY:

Consultant's Authorized Signature

Owner's Authorized Signature

Date Signed

Date Signed

ATTACHMENT 3

APPROVED PROPERTY MANAGEMENT PLAN

PROPERTY MANAGEMENT PLAN

Lexington Fayette Urban County Government
Wolf Run Trunk G Project
(Former Webbs Southland Drive-In Cleaners)
299 Southland Drive
Lexington, Kentucky 40503
AI No.: 47603

Prepared for:



LEXINGTON

Department of Environmental Quality & Public Works
Division of Water Quality
125 Lisle Industrial Avenue
Lexington, Kentucky 40511

Prepared by:



SHIELD
ENVIRONMENTAL ASSOCIATES, INC.

948 Floyd Drive
Lexington, Kentucky 40505
Project No. 123-2660

August 24, 2023



C. Dow Porter
Managing Principal



Michael Morris, P.G.
Principal, Sr. Professional Geologist

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- 3 Voluntary Corrective Action Map


APPENDICES

- A Annual Inspection Checklist Form

1.0 PROFESSIONAL CERTIFICATION

By my signature below I, Michael E. Morris, am licensed in Kentucky to practice as a Professional Geologist and confirm that I have reviewed the Phase I Environmental Site Assessment dated August 4, 2023, The Phase I Environmental Site Assessment dated September 21, 2021, the Phase II Environmental Site Assessment dated September 21, 2021, this Property Management Plan, and any other relevant documents made available to me for the property located at 299 Southland Drive, Lexington, Kentucky 40503.

The intended future use of the property, including the proposed management of future use and any proposed institutional or engineering controls, will not interfere with remediation of the release of petroleum, hazardous substances, pollutants or contaminants, increase the impacts of the release on human health and the environment, or expose the public and environment to unacceptable harm.

Signature: 

Date Signed: August 24, 2023

KY Registration Number: 112491

2.0 INTRODUCTION

2.1 Purpose

Shield Environmental Associates, Inc. (Shield) was retained by the Lexington Fayette Urban County Government, Department of Environmental Quality and Public Works, Division of Water Quality (LFUCG) to prepare this Property Management Plan (PMP) for the purpose of outlining the measures that would be taken by LFUCG to manage the known and/or suspect environmental concerns located on the property, and to protect human health and the environment. LFUCG plans to acquire this property in late 2023 or early 2024.

This PMP has been prepared in conformance with KRS 224.1-415 Brownfield Redevelopment Program – Conditions under which property owner not liable for corrective action – Administrative Regulations, and 401 KAR 102:020 General Requirements for a Property Management Plan for Brownfield Redevelopment Program. This PMP has been prepared according to currently available information and data for the subject site; however, it is intended to be a “living” document and will be revised to include any future development changes as necessary, or in the event the intended property use changes. Proper notification shall be provided to the Kentucky Division of Waste Management (KDWM) if new site information is discovered or if the land use intentions change. This PMP details measures that will be implemented by LFUCG to protect the environment, to protect the public, and to reduce site workers and future occupants from potential exposures to hazardous conditions.

2.2 Property Background

The subject property is comprised of one (1) parcel of land totaling 0.38 acres in size and contains one (1) building measuring approximately 1,980 square feet. According to available information, the subject property was developed in the 1960s and historically occupied by dry-cleaning establishments. The property operated in such capacity until approximately 2010 when the dry-cleaning equipment was removed by a new tenant. The property is currently owned by 299 Southland, LLC and reportedly has been unoccupied since 2016. According to the Fayette County PVA Office, the property is identified as Parcel Number 17233840. The Kentucky Department for Environmental Protection identifies the property as AI Number 47603.

3.0 SITE DESCRIPTION AND CONDITION

3.1 Site Location

The location of the property is illustrated on **Figure 1**, the Topographic Location Map, which is a portion of the United States Geological Survey (USGS) Lexington West, Kentucky 7.5-minute Topographic Quadrangle Map (2019). The center of the property is located at the following approximate geographic coordinates: latitude 38° 01' 55" North; and longitude of -84° 31' 21" West.

The subject site is located in a commercial and residential area in Lexington, Kentucky. The property consists of one (1) tract of land totaling approximately 0.38 acres in size, and contains one (1) 1,980 square foot building and parking lot. The property was operated as a dry-cleaning facility since the 1960's. A Site Plan is presented on **Figure 2**.

3.2 Physical Setting

3.2.1 Topography

The subject site was viewed on the USGS Topographic Quadrangle Map Lexington West, Kentucky (2019). According to this topographic map, the elevation of the subject site is approximately 960 feet above the National Geodetic Vertical Datum (NGVD29, a national datum approximately equal to Mean Sea Level).

3.2.2 Geology

The underlying geology consists of Middle Ordovician limestones and shales belonging to the Brannon Member of the Lexington Limestone Formation. The Brannon limestones are described as light gray to light brownish-gray, micro-granular, argillaceous with thin beds of medium to dark-gray shale. The Brannon Member is typically 0-20 feet thick and weathers to a yellowish-clayey soil. (*USGS, Geologic Map of the Lexington West Quadrangle, Fayette and Scott Counties, Kentucky, 1967*).

3.2.3 Soils

Shield reviewed the United States Department of Agriculture (USDA) Natural Resource Conservation Service's Web Soil Survey website (<http://websoilsurvey.nrcs.usda.gov>) to gather information regarding the subsurface soil at the property. Soils underlying the site belong to the Maury-McAfee Association. This association is described as undulating, deep and moderately deep, well-drained soils high in phosphate.

3.2.4 Hydrology

The *Hydrogeologic Investigations Atlas HA-25* provides groundwater availability data for Bourbon, Fayette, Jessamine, and Scott Counties in Kentucky. The atlas indicates that the yield of water to wells drilled into bedrock in this area is dependent on the amount of shale present in the formation – the less shale, the higher yield in water. Thus, domestic well water production can vary from 100 gallons per day to over 130 gallons per minute. Water produced is usually hard-to-very hard and may contain salt or hydrogen sulfide, especially at depths of over 100 feet (*USGS, Availability of Ground Water in Bourbon, Fayette, Jessamine, and Scott Counties, Kentucky, 1960*).

3.3 Previous Environmental Studies

3.3.1 Limited Indoor Air Quality Assessment – September 2017

Shield completed a Limited Indoor Air Quality Assessment of the subject property in August/September 2017 on behalf of a potential tenant. The data results of this study were compared to the June 2017 USEPA Regional Screening Levels (RSLs) and demonstrated that levels of tetrachloroethylene (PCE), trichloroethylene (TCE) and 1,2 dichloroethane (1,2-DCA) were present at concentrations approximately eight to fifteen times the RSL for Residential Air and approximately twice the RSL for Industrial Air.

3.3.2 Limited Indoor Air Quality Assessment – April 2018

Following the installation of a sub-slab depressurization system, Shield completed a Limited Indoor Air Quality Assessment of the subject property in April 2018 on behalf of Mr. Bob Tussey, a representative of the property owner. The report states that volatile organic

compounds that were previously detected above the RSLs for Industrial Air during the August 2017 assessment had been dramatically reduced, but the laboratory reporting limits for TCE and 1,2-DCA were both slightly above the RSL for Residential Air. However, one VOC compound (ethylbenzene), which was not previously detected during the August 2017 assessment was detected above the RSL for Industrial Air. The report conclusion suggested that the source of the ethylbenzene may have been from sealants used during the floor sealing process when the sub-slab depressurization system was installed.

3.3.3 Limited Indoor Air Quality Assessment – July 2018

Shield completed another assessment on behalf of Mr. Tussey in July 2018 due to the presence of ethylbenzene that was detected in April 2018. The analytical results did not show the presence of any chlorinated VOCs that are typically associated with the dry-cleaning industry, indicating that the sub-slab depressurization system and sealed floor cracks were successfully preventing the migration of contaminants of concern. The report concluded that the source of the ethylbenzene had dissipated and that compound was no longer a concern in the indoor air.

3.3.4 Phase I Environmental Site Assessment – September 2021

EnviroForensics, LLC (EnviroForensics) conducted a Phase I ESA of the subject property on behalf of Bob Tussey and 299 Southland, LLC in September 2021. Findings in the ESA identified the following recognized environmental conditions (RECs) for the subject property:

- The Site building was constructed in the early 1960s and was occupied by several different dry-cleaning companies soon after construction until at least 2016. According to the Site contact, the dry-cleaning equipment was removed from the Site in 2010 when the Begley Corporation began operating the Site as a drop-off location. Historical dry-cleaning facilities from this era typically used tetrachloroethene (PCE) amongst other solvents in their operation and have the potential to have impacted the Site. The potential for the operation of the Site as a dry-cleaning facility from the early 1960s to at least 2010 to have adversely impacted the Site is considered a REC.
- A Limited Indoor Air Quality Assessment Report dated September 11, 2017 documented the collection of a single indoor air sample in August 2017. Analysis of the sample revealed the presence of common dry-cleaning solvents including PCE

and other degradation compounds in concentrations above the commercial and residential U.S.EPA's Regional Screening Levels (RSLs). Consequently, a sub-slab depressurization system (SSDS) comprised of a single extraction point and fan was installed and began operations at the Site. Subsequent indoor air assessments were conducted to evaluate the performance of the SSDS. Analytical results of the air samples did not reveal the presence of chlorinated solvents detected during the August 2017 sampling event. Although the SSDS appears to have mitigated the presence of chlorinated solvents in the indoor air, the SSDS does not remediate any subsurface impacts beneath the building. The initial presence of the dry-cleaning solvent indicates likely impacts from past on-site dry-cleaning operations and, as such, is considered a REC and a vapor encroachment condition (VEC).

3.3.5 Phase II Environmental Site Assessment – September 2021

EnviroForensics conducted a Phase II Environmental Site Assessment Limited Site Investigation in September 2021 at the property on behalf of Mr. Bob Tussey. During this investigation six (6) soil borings were advanced until bedrock was encountered. One sample from each boring was collected for analysis. Additionally, five (5) temporary assessment wells were installed to facilitate the collection of groundwater samples. All samples were shipped to a third-party lab and analyzed for the presence of volatile organic compounds (VOCs). The report states that analyses of both soil and groundwater revealed the presence of VOC constituents above the laboratory reporting limits and that the soil sample analyzed from DP-1 contained a concentration of PCE above the migration to groundwater screening level.

It should be noted that upon review of the report, the soil sample analyzed from DP-1 actually contained a concentration of cis-1,2-Dichloroethene above the migration to groundwater screening level and not PCE. It should also be noted that the soil sample analyzed from DP-6 contained a concentration of PCE above the migration to groundwater screening level. The report also states that groundwater samples collected from DP-6 and DP-3 contained concentrations of chlorinated solvents in groundwater above their respective MCLs. The report concludes that the extent of groundwater impact has not been defined and that should the site be redeveloped unidentified areas of impact may be encountered and that that proper soil characterization and management may be required.

3.3.6 Phase I Environmental Site Assessment – August 2023

Shield completed a Phase I ESA of the subject property on behalf of LFUCG in August 2023. Findings in the ESA identified the following recognized environmental conditions (RECs) for the subject property:

- **Known soil and groundwater impacts from former dry-cleaning operations:**

An indoor air quality study, as well as a Phase II ESA have been conducted on the property and confirmed the presence of VOCs (specifically PCE and its daughter products) present in soil, groundwater and indoor air above the recommended regulatory limits on the property. Given these known impacts, a vapor encroachment condition (VEC) is also present. A VEC is defined as the presence or likely presence of chemicals of concern (COC) vapors in the subsurface of the target property caused by the release of vapors from contaminated soil or groundwater either on or near the Target Property.

4.0 INTENDED FUTURE USE

LFUCG Division of Water Quality intends to purchase the subject property for the exclusive purpose of a gravity feed sanitary sewer improvement project for the area. The improvement project is referred to as the Wolf Run Trunk G project which will transect the subject property. The acquisition and remediation project is being funded through grant money which will be obtained through Kentucky's Cleaner Water Program. Upon completion of the Wolf Run Truck G project, LFUCG intends to leave the property in a vacant state with previous ground covers remaining intact. While engineering plans have not yet been completed for this project, a preliminary representation of how the trunk line will transect the property is presented on **Figure 3**, the Voluntary Corrective Action Map.

This PMP is intended to be a "living" document and will be revised to include any future development changes as necessary, or in the event the property use changes. Proper notification shall be provided to the KDWM if new site information is discovered or if the land use intentions change.

5.0 BANKING PROVISIONS

This Section is not applicable.

6.0 PLANNED VOLUNTARY ASSESSMENT OR REMEDiation

As described in Section 3, previous investigations conducted at the site demonstrated subsurface contamination exists due to the past use of the property as an onsite dry-cleaning operation. More specifically, chlorinated solvent compounds were discovered in samples collected from borings DP-1 (located west of the existing structure) and DP-6 (located inside the existing structure). Similarly, chlorinated solvent compounds were also discovered in samples collected from temporary assessment wells (DP-3 located to the north and behind the existing structure) and from DP-6 (located inside the existing structure).

As part of the Wolf Run Trunk G project, LFUCG intends to conduct a pre-demolition hazardous material survey to identify if asbestos containing material (ACM) or lead-based paint (LBP) is present within the onsite structure. Should regulated quantities of ACM or LBP be discovered, the structure will be abated by a licensed abatement contractor. Once a demolition permit is obtained, LFUCG intends to retain the services of a qualified demolition company to raze the existing structure. To the extent possible, the contractor will be instructed to leave the existing ground cover material in place.

Due to the known presence of chlorinated solvent impacts in soil, LFUCG intends to have a professional environmental consultant design and conduct a site investigation and waste sampling event to properly characterize the site soils and to manage the removal of approximately 3,000 tons of soil potentially impacted with chlorinated solvents from the property before civil construction activities begin. **Figure 3** shows a preliminary design of the Wolf Run Trunk G project and the area proposed for voluntary remedial action. The results of the sampling event will be compared to the Universal Treatment Standards to determine if treatment of the waste will be required prior to disposal. The intent of conducting the voluntary corrective action is to create a sewer corridor by removing any impacted soil and replacing with clean backfill for sewer construction at a later date.

Due to the historic onsite dry-cleaning activities conducted, the impacted soil may carry one or more of the following Resource Conservation and Recovery Act (RCRA) waste codes: F001 (mixture of spent halogenated solvents, F002 (spent halogenated solvents); U210 (virgin solvent) and D039 (tetrachloroethylene). The soil will only be excavated from an approximate 40' wide corridor to create a clean pathway for the new trunk line and subsequently transported off-site to either a Subtitle C hazardous waste treatment and disposal facility or a Subtitle D solid

waste landfill. If needed, LFUCG will either alter their existing hazardous waste registration or become a registered generator for this waste stream before initiating hazardous waste generation and disposal activities.

7.0 EXPOSURE PATHWAY EVALUATION

Exposure pathways are means by which hazardous substances move through the environment from a source to a point of contact with humans. A complete exposure pathway must have four parts: (1) a source of contamination, (2) a mechanism for transport of a substance from the source to the air, surface water, groundwater and/or soil, (3) a point where people come in contact with contaminated air, surface water, groundwater or soil, and (4) a route of entry into the body.

The purpose of this evaluation is to identify and assess potential environmental risks at the site, and to provide a basis for establishing short and long-term actions to ensure exposure pathways remain incomplete in the future. The following narrative provides an evaluation of the exposure pathways and receptors with potential exposure associated with the subject site.

7.1 Soil

The site is currently predominantly covered with asphalt and the existing building. As discussed in Sections 4.0 and 6.0, LFUCG plans to remove approximately 3,000 tons of contaminated soil to facilitate the installation of an improved sanitary sewer line. Exposure prevention to impacted soil during the sewer construction phase is outlined in Section 8.0. Following the construction phase, the property will be predominantly covered by any residual asphalt and vegetated clean ground cover material. The soil exposure pathway of the voluntary corrective action area will be incomplete; however, the soil exposure pathway for the remainder of the property should be considered complete.

7.2 Air

Although previous indoor air quality assessments discovered elevated levels of VOCs within the building footprint, LFUCG intends to demolish the building and does not plan to construct another building on the property. Therefore, the exposure pathway to indoor air is considered incomplete.

7.3 Surface Water and Groundwater

Although the facility is serviced by a public water source, LFUCG does not plan to utilize potable water during their planned intended use of the property. However, groundwater at the site is known to contain elevated levels of chlorinated solvents. Furthermore, a surface water ditch runs in front of the property and Wolf Run Creek runs behind the property. In light of the potential connectivity between onsite groundwater and the surface water features, the water exposure pathway is considered complete.

7.4 Ecological

The exterior of the property is covered primarily with asphalt, and based upon its location in a developed setting, it is unlikely that wildlife would inhabit the property. Therefore, the exposure pathway for ecological receptors is considered incomplete.

8.0 CONSTRUCTION MANAGEMENT

As discussed previously, LFUCG intends to demolish the existing structure and utilize the property for the installation of the Wolf Run Trunk G sanitary improvement project. Prior to initiating the civil construction component, LFUCG intends to perform a voluntary corrective action event to remove chlorinated impacted soils around the proposed new trunk line. As a component of construction management during any future redevelopment activities, LFUCG will implement the following procedures to ensure exposure risks are minimized.

8.1 Exposure Prevention for Construction Workers

In the event subsurface disturbances are needed during any future construction activities, the predominant risk pathway for construction workers would be short-term in nature and would exist primarily through direct dermal contact and unintentional ingestion of soil.

Should disturbance of the subsurface become necessary, LFUCG will retain the services of a contractor that has fulfilled the training requirements under 29 CFR 1910.120 and 29 CFR 1926.65 (40-Hour HAZWOPER), and has the demonstrated proficiency to conduct the requested work. The contractor(s) will be provided with a copy of this PMP and will be responsible for preparing and following their own Health and Safety Plan (HASP) that shall be written in accordance with OSHA standards for HASP requirements as specified in 29 CFR 1910 and 29 CFR 1926, and shall incorporate the information contained within this PMP. As part of the contractor's HASP, the proper personal protective equipment (PPE) required to prevent contact with the potential constituents of concern should be described, and the equipment should be provided to workers by the contractor. Proper PPE may include, but is not limited to, respirators, monitoring for particulates, dust masks, Tyvek® suits, nitrile gloves, and safety glasses.

8.2 Soil Management Plan

As discussed in Section 6.0, LFUCG intends to retain the services of a professional environmental consultant and contractor to perform additional investigation, waste characterization, and voluntary remediation services to properly dispose of impacted soils prior to initiation of the civil component of the Wolf Run Trunk G project. These soils will be directly loaded into shipping containers for transportation and proper off-site disposal.

The sections below describe the procedures LFUCG will implement for soil management following completion of the voluntary remediation activities.

During any excavation activities, removed soil shall be both visually inspected for obvious signs of contamination and field screened with a calibrated photoionization detector (PID) to determine if volatile compounds are present. Should field readings indicate impacts may be present, the soil shall be placed on and covered with plastic with a minimum thickness of 5 millimeters and surrounded by hay bales to minimize contaminant run-off. If possible, the impacted material will be placed back into the excavation at the conclusion of the work performed within this area. In the event it is not possible to replace the soil back into the excavation, the material will be sampled for waste characterization purposes and manifested for off-site disposal at an appropriately permitted disposal facility. A waste manifest system shall be used to track soil from generation to ultimate disposal.

During any work that requires the significant disturbance of soil on the property (i.e., construction below the surface or installation/repair of onsite utilities), the contractor should visually monitor for the presence of impacted media. Should field observations indicate the presence of contaminants, the contractor should monitor for dust and organic vapors. If vapors are detected at a value greater than 10% of the OSHA permissible exposure limit (PEL) for the particular chemical of concern or particulate, all work should cease until the proper PPE is donned or other protective measures are put in place.

9.0 LONG-TERM MANAGEMENT

The measures described below will be in place to prevent unintended exposure to the suspect environmental concerns at the property. In the event the intended use of the property changes, this PMP will be amended accordingly and proper notification will be provided to the KDWM.

9.1 Institutional Controls

This PMP will act as the sole institutional control for the site.

9.2 Engineering Controls

Currently, the property contains the onsite building which was constructed on a concrete slab, and the driveway and parking lot areas are covered by asphalt. During the voluntary corrective action, the concrete slab and a portion of the existing asphalt will be removed; however, the remaining ground covers will remain in place to the extent possible. Following completion of the Wolf Run Trunk G project, all disturbed areas will be covered with clean soil and revegetated. As such, the clean soil, vegetation, and any remaining asphalt will provide engineering controls to prevent unintended exposure to impacted soil and groundwater at the site.

9.3 Exposure Prevention for Employees and Maintenance Workers

All contractors and their assigned employees will be provided a copy of this PMP prior to the initiation of any work requiring disturbances to the engineering controls on the property. All subcontractors involved with these activities will be responsible for preparing and following their own HASP which shall be written in accordance with OSHA standards for HASP requirements, as specified in 29 CFR Part 1910 and 29 CFR Part 1926, and shall incorporate the information contained within this PMP. All applicable LFUCG employees will be properly notified and provided proper PPE as needed, prior to initiation of activities requiring subsurface disturbance of the ground cover material or any other location where exposure to subsurface soils and groundwater may be encountered.

10.0 CONTINGENCY PLANNING AND NOTIFICATION

10.1 Unanticipated Discoveries

During LFUCG’s use and maintenance of the property, as well as during the planned construction activities, there will be the potential for unanticipated discoveries. Such discoveries may include buried drums, containers of waste material, storage tanks, transformers, odiferous soil, free product, or any other potentially hazardous condition. In the event of such discovery, LFUCG (or their representative) will follow appropriate health and safety procedures, and will contain the discovery in the most effective way possible (i.e., containerize, dike, encapsulate, etc.) to prevent risk exposure scenarios, unwanted runoff of contaminants, and/or exacerbation of the situation.

In the event of a discovered hazardous material, LFUCG will retain the services of an emergency response or environmental consultant or contractor that has fulfilled the training requirements under 29 CFR 1910.120 and 29 CFR 1926.65, in order to manage the discovery. All hazardous materials encountered will be properly characterized and evaluated for proper legal disposition and off-site disposal. LFUCG (or their representative) will be responsible for notifying the proper regulatory agency personnel of the discovery. A complete list of emergency contacts is provided in Section 10.2 below.

10.2 Emergency Contacts

At a minimum, LFUCG (or their designated representative) should notify the Kentucky Department of Environmental Protection’s Emergency Response Team (ERT) upon the discovery of a hazardous material or condition.

Kentucky Emergency Response Team, 24-hour (800) 928-2380

Additional resources are listed below:

KY Division of Waste Management (502) 564-6716

KY Division for Air Quality (502) 564-4666

EPA RCRA/Superfund Hotline (800) 424-9346



USEPA National Response Center	(800) 424-8802
US Bureau of Explosives (manned 24 hours a day)	(202) 293-4048
Chemtrec (manned 24 hours a day)	(800) 424-9300
Kentucky OSHA	(502) 564-3070
Lexington Police and Fire Departments	911
Shield Environmental Associates, Inc.	(859) 294-5155

11.0 INSPECTIONS AND MAINTENANCE

11.1 Annual Site Inspections

At a minimum, site inspections will be conducted on an annual basis. LFUCG will implement more frequent inspections if warranted by site conditions. The exterior of the property will be inspected to ensure ground covers are in a functional condition. LFUCG will ensure prompt repairs are performed, should any of the engineering controls be damaged to the point of preventing unintentional exposures. An Annual Inspection Checklist form is provided in **Appendix A**.

12.0 CONDITIONS FOR CHANGE

This PMP and supporting documentation are based upon currently available information and data for the subject site; however, it is intended to be a “living” document and will be revised as needed for any future phases of redevelopment, or if the intended property use changes. Proper notification shall be provided to the KDWM if new site information is discovered or if the planned land use intentions change.

13.0 REFERENCES

Shield Environmental Associates, Inc., September 11, 2017. *Limited Indoor Air Quality Assessment Report, 299 Southland Drive, Lexington, Kentucky.*

Shield Environmental Associates, Inc., April 27, 2018. *Limited Indoor Air Quality Assessment Report, 299 Southland Drive, Lexington, Kentucky.*

Shield Environmental Associates, Inc., July 10, 2018. *Limited Indoor Air Quality Assessment Report, 299 Southland Drive, Lexington, Kentucky.*

EnviroForensics, LLC, September 21 2021. *Phase I Environmental Site Assessment, 299 Southland Drive, Lexington, Kentucky.*

EnviroForensics, LLC, September 21, 2021. *Phase II Environmental Site Assessment, 299 Southland Drive, Lexington, Kentucky.*

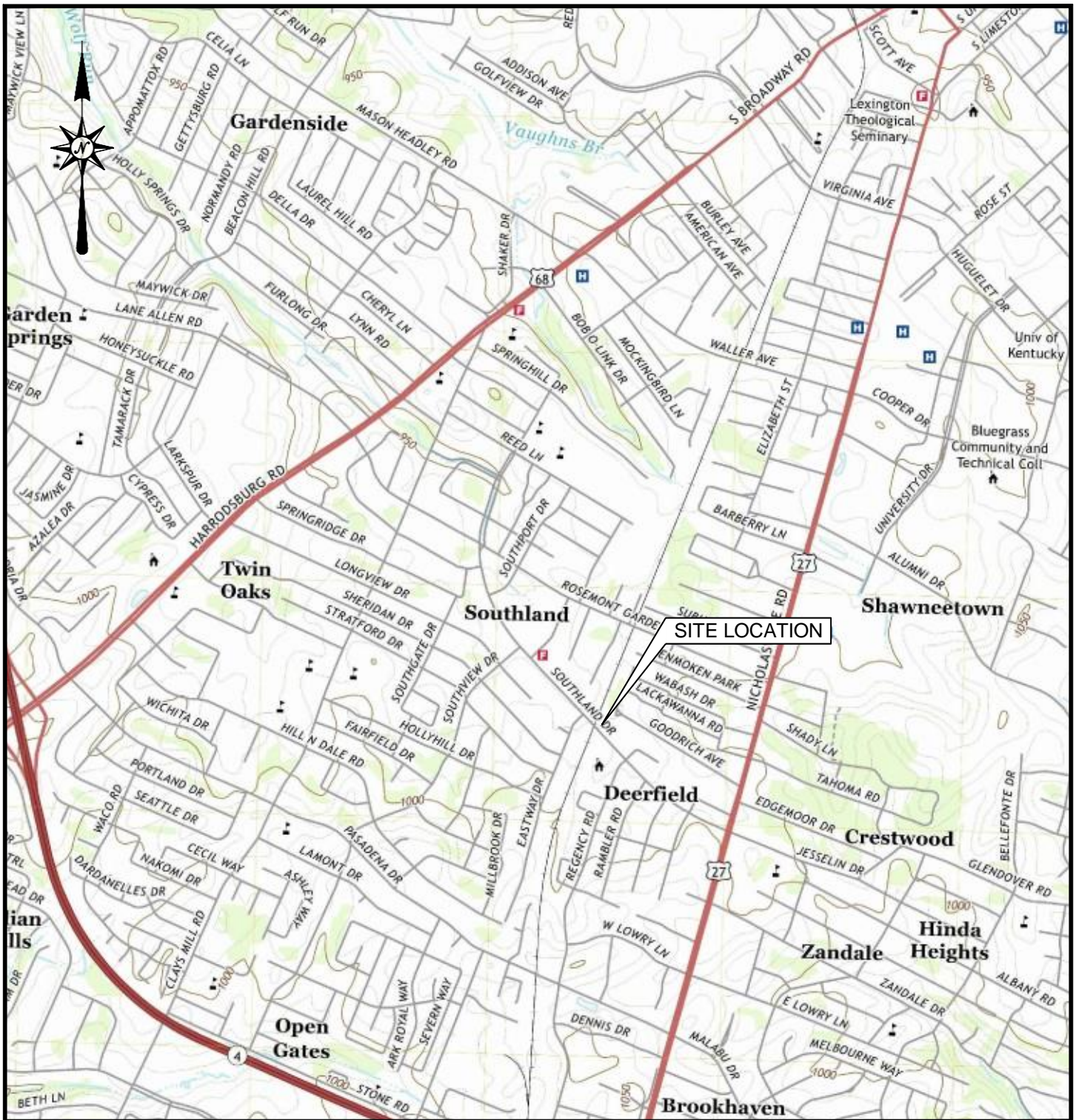
Shield Environmental Associates, Inc., August 4, 2023. *Phase I Environmental Site Assessment, 299 Southland Drive, Lexington, Kentucky.*

United States Department of Agriculture, Natural Resources Conservation Service (USDA-NRCS), Web Soil Survey <http://websoilsurvey.nrcs.usda.gov>.

United States Geological Survey, 2019. *Geologic Map of the Lexington West Quadrangle, Fayette County, Kentucky.*

United States Geological Survey, 1960. *Availability of Ground Water in Bourbon, Fayette, Jessamine, and Scott Counties, Kentucky.*

FIGURES



SOURCE: USGS 7.5' TOPOGRAPHIC QUADRANGLE MAP
 QUADRANGLE WEST, KY QUADRANGLE (2019)



LATITUDE: 38° 01' 13"
 LONGITUDE: -84° 31' 40"

AUGUST 2023

FIGURE 1

USGS TOPOGRAPHIC QUADRANGLE MAP

FORMER WEBBS DRY CLEANING
 299 SOUTHLAND DRIVE
 LEXINGTON, FAYETTE COUNTY, KENTUCKY



948 Floyd Drive
 Lexington, KY 40505
 (606) 261-5455

PROJECT NO: 123-2660
 DRAWN BY: SW
 APPROVED BY: EG



AUGUST 2023

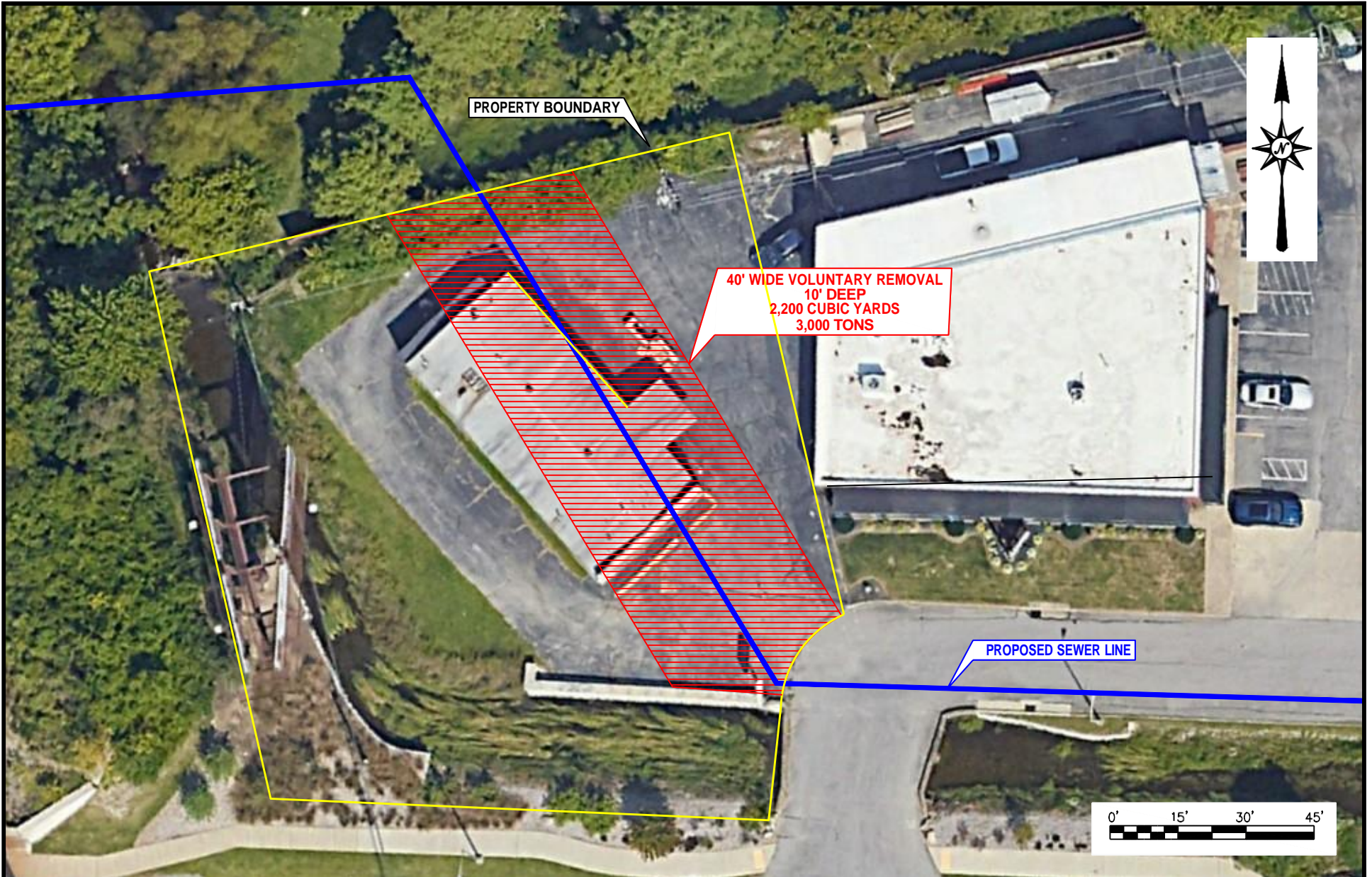
FIGURE 2
SITE PLAN

FORMER WEBBS DRY CLEANING
299 SOUTHLAND DRIVE
LEXINGTON, FAYETTE COUNTY, KENTUCKY

PROJECT NO: 123-2660
DRAWN BY: SW
APPROVED BY: EG



948 Floyd Drive
Lexington, KY 40505
(858) 281 5155



AUGUST 2023

PROJECT NO: 123-2660
 DRAWN BY: SW
 APPROVED BY: CDP

FIGURE 3
 VOLUNTARY CORRECTIVE ACTION MAP

FORMER WEBBS DRY CLEANING
 299 SOUTHLAND DRIVE
 LEXINGTON, FAYETTE COUNTY, KENTUCKY



948 Floyd Drive
 Lexington, KY 40505
 (858) 281 5155

APPENDIX A

ANNUAL INSPECTION CHECKLIST FORM

**LFUCG
(Former Webbs Dry Cleaner)
299 Southland Drive
Lexington, Kentucky**

Annual Inspection Checklist

The following checklist has been developed to assist LFUCG with implementation of long-term management measures and activities as specified in the Property Management Plan. Inspections should be conducted annually at a minimum. Copies of all completed inspection checklists, as well as documentation that any necessary repairs were completed to the applicable engineering controls, should be kept on file by Traditional Bank.

Inspection of Surface Barriers

Soils and groundwater under the existing surface barriers are contaminated. The following inspections should be conducted to prevent exposure to the impacted soil.

1. Inspect surface coverings (asphalt, gravel, grass and all surface materials). Document any noticeable cracks or breaches, and whether or not repairs are needed and scheduled.

Risk Assumptions

1. Has the land use changed since the implementation of the Property Management Plan?
If so, was proper notification provided to the Kentucky Division of Waste Management?
If so, was the Property Management Plan revised to reflect the change?

INSPECTION PERFORMED BY:

Name: _____ **Date:** _____

Signature: _____ **Title:** _____

ATTACHMENT 4

CLEANER WATER GRANT FORMS

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

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.