

**PART VI**

**CONTRACT AGREEMENT**

**INDEX**

1.	SCOPE OF WORK.....	CA-2
2.	TIME OF COMPLETION.....	CA-2
3.	ISSUANCE OF WORK ORDERS .....	CA-2
4.	THE CONTRACT SUM.....	CA-2
5.	PROGRESS PAYMENTS.....	CA-3
6.	ACCEPTANCE AND FINAL PAYMENT .....	CA-3
7.	THE CONTRACT DOCUMENTS.....	CA-3
8.	EXTRA WORK .....	CA-3
9.	SPECIFICATIONS AND DRAWINGS.....	CA-4

## **PART VI**

### **CONTRACT AGREEMENT**

THIS AGREEMENT, made on the 28 day of August, 2025, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and **Red River Ranch LLC.**, doing business as ~~\*(an individual)~~ ~~(a partnership)~~ (a corporation) located in the City of Stanton, County of Powell County, and State of Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of One Hundred Seventy-Three Thousand Two Hundred Twenty-Two Dollars and Sixty Cents (\$173,222.60) quoted in the proposal by the CONTRACTOR, dated July 10, 2025, hereby agree to commence and complete the construction described as follows:

#### **1. SCOPE OF WORK**

The CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, and the Special Conditions of the Contract, the Specifications and Contract Documents therefore as prepared by Shield Environmental Associates for the Environmental Site Remediation Former Webbs Dry Cleaner, 293 Southland Dr. project.

#### **2. TIME OF COMPLETION**

The time period estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as sixty (60) calendar days to substantial completion and an additional thirty (30) calendar days to final completion. The time shall begin in accordance with the Notice to Proceed provided by OWNER.

#### **3. ISSUANCE OF WORK ORDERS**

Notice to begin Work will be given in whole or for part of the Work as determined by the OWNER pending the availability of funds. The order of construction will be as determined after consultation between the CONTRACTOR and the OWNER.

#### **4. THE CONTRACT SUM**

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, as quoted in the proposal, subject to any additions and deductions, as provided therein.

## **5. PROGRESS PAYMENTS**

The OWNER shall make payments on account of the Contract, as provided in accordance with the General Conditions, less the aggregate of previous payments.

## **6. ACCEPTANCE AND FINAL PAYMENT**

Final payment shall be due within ninety (90) days after completion of the Work, provided the Work be then fully completed and the Contract fully accepted.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the Work has been paid.

If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, the OWNER shall without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

## **7. THE CONTRACT DOCUMENTS**

The Advertisement for Bids, Information for Bidders, the General Conditions, Performance and Payment Bonds, Contract Agreement, Special Conditions, Technical Specifications, any and all Addenda, and Proposal, Ion Wave Q&A, and Plan Drawings form the Contract, and they are fully a part of the Contract as if hereto attached or herein repeated.

## **8. EXTRA WORK**

The OWNER, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such Work shall be executed and paid for in accordance with the General Conditions, which is a part of this Contract.

9. **THE FOLLOWING IS AN ENUMERATION OF THE SPECIFICATIONS AND DRAWINGS (CONTRACT DOCUMENTS):**

**SPECIFICATIONS**

**SECTION  
NO.**

**TITLE**

---

I	Advertisement for Bids
II	Information for Bidders
III	Form of Proposal
IV	General Conditions
V	Special Conditions
VI	Contract Agreement
VII	Performance and Payment Bonds
VIII	Addenda
IX	Technical Specifications and Drawings

IN WITNESSETH WHEREOF, the parties hereto have executed this Contract as of the date and year above written.

(Seal)

Lexington-Fayette Urban County Government.

Lexington, Kentucky

(Owner)

ATTEST:

Mackenzie Gorton  
Clerk of the Urban County Council

BY: Linda Gorton

MAYOR

Brenda Whittington  
(Witness)

Mayor  
(Title)

(Seal)

Red River Ranch, LLC

(Contractor)

Karyn Jackson  
(Secretary)\*

BY: Ann M. J.

Jessica York  
(Witness)

Manager

(Title)

1499 Maple Street Stanton, KY 40380

(Address and Zip Code)

IMPORTANT: \*Strike out any non-applicable terms.

Secretary of the Owner should attest. If the CONTRACTOR is a corporation, Secretary should attest. Give proper title of each person-executing Contract.

**1.01 PERFORMANCE BOND**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that

Red River Ranch, LLC

(Name of CONTRACTOR)

1499 Maple Street, Stanton, KY 40380

(Address of CONTRACTOR)

a corporation

, hereinafter  
(Corporation, Partnership, or Individual)

called Principal, and Indemnity National Insurance Company

(Name of Surety)

238 Bedford Way, Franklin, TN 37064

(Address of Surety)

hereinto called Surety, are held and firmly bound unto

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 East Main Street, Third Floor  
Lexington, Kentucky 40507

Obligee, hereinafter called "OWNER" in the penal sum of: One hundred seventy-three thousand

two hundred twenty-two and sixty/100 dollars (\$ 173,222.60 ),

for the payment of whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into an Agreement (Contract) with OWNER for the Environmental Site Remediation Former Webbs Dry Cleaner, 293 Southland Dr. LFUCG Bid No. XX-2025 in accordance with Contract Documents prepared by Shield Environmental Associates and dated August 28, 2025, which Agreement (Contract) is by reference made a part hereof, and is hereinafter referred to as the Agreement (Contract).

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and faithfully perform said Agreement (Contract), then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever, Principal shall be, and declared by OWNER to be in default under the Agreement (Contract), the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Agreement (Contract) in accordance with its terms and conditions or
2. Obtain a Bid or Bids for completing the Agreement (Contract) in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the OWNER elects, upon determination by the OWNER and Surety jointly of the lowest responsible bidder, arrange for an Agreement (Contract) between such bidder and OWNER, and make available as Work progresses (even though there may be a default or a succession of defaults under the Agreement (Contract) or Agreements (Contracts) of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Agreement (Contract) Amount; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Agreement (Contract) Amount", as used in this paragraph shall mean the total amount payable by OWNER to Principal under the Agreement (Contract) and any amendments thereto, less the amount properly paid by OWNER to Principal.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of OWNER.

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of  
(number)

which shall be deemed an original, this the 8th day of October, 2025.

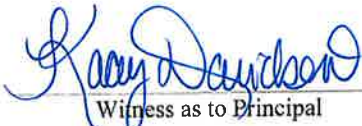
ATTEST:

  
(Principal) Secretary

Red River Ranch, LLC  
Principal

By:  (s)

1499 Maple Street, Stanton, KY 40380  
Address

  
Witness as to Principal

1499 Maple Street  
Address

Stanton, Ky. 40380

ATTEST:

  
(Surety) ~~Secretary~~ Witness  
Erin H. Sommer

Indemnity National Insurance Company  
Surety

By:   
Attorney-in-Fact Lucy Parks Mahan

200 North Upper St., Lexington, KY 40507  
Address

(SEAL)

William H. M. Patterson  
Witness to Surety

200 North Upper St., Lexington, KY 40507  
Address

Title: Witness

By:  Surety

Title: \_\_\_\_\_

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Agreement (Contract).



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that

Red River Ranch, LLC

(Name of CONTRACTOR)

1499 Maple Street, Stanton, KY 40380

(Address of CONTRACTOR)

a corporation \_\_\_\_\_, hereinafter  
(Corporation, Partnership, or Individual)

called Principal, and Indemnity National Insurance Company  
(Name of Surety)

238 Bedford Way, Franklin, TN 37064

(Address of Surety)

hereinto called Surety, are held and firmly bound unto

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 East Main Street, Third Floor  
Lexington, Kentucky 40507

Obligee, hereinafter called "OWNER" in the penal sum of: One hundred seventy-three thousand  
two hundred twenty-two and sixty/100 \_\_\_\_\_ dollars (\$ 173,222.60 \_\_\_\_\_),  
for the payment of whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors,  
and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into an Agreement (Contract) with OWNER for the  
Environmental Site Remediation Former Webbs Dry Cleaner, 293 Southland Dr LFUCG Bid No. in accordance  
with Contract Documents prepared by Shield Environmental Associates and dated August 28, 2025,  
which Agreement (Contract) is by reference made a part hereof, and is hereinafter referred to as the Agreement  
(Contract).

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make  
payment to all claimants as hereinafter defined for all labor and material used or reasonably required for use in the  
performance of the Agreement (Contract), then this obligation shall be void; otherwise it shall remain in full force  
and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor material, or both, used or reasonably required for use in the performance of the Agreement (Contract), labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Agreement (Contract).
2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such

sum or sums as may be justly due claimant and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

- (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the Work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the Work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
  - (b) After the expiration of one (1) year following the date on which Principal ceased Work on said Agreement (Contract), it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against aid improvement, whether or not claim for the amount of such lien be presented under and against this bond.

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of  
(number)

which shall be deemed an original, this the 8th day of October, 2025.

ATTEST:

Jessica Yarbker  
(Principal) Secretary

Red River Ranch, LLC

Principal

By: [Signature] (s)

1499 Maple Street, Stanton, KY 40380

Address

Rachel Davidson  
Witness as to Principal  
1499 Maple Street  
Address

Stanton, Ky. 40380

ATTEST:

Erin H. Sommer  
(Surety) ~~Secretary~~ Witness  
Erin H. Sommer

Indemnity National Insurance Company

Surety

By: [Signature] Attorney-in-Fact Lucy Parks Mahan

200 North Upper St., Lexington, KY 40507

Address

(SEAL)

William H. M. Patterson

Witness to Surety

200 North Upper St., Lexington, KY 40507

Address

Title: Witness

By: [Signature] Surety

Title: \_\_\_\_\_

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Agreement (Contract).

BC-7

1.03 EROSION AND SEDIMENT CONTROL PERFORMANCE BOND

Bond No. N-20251008

**EROSION AND SEDIMENT CONTROL PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that

Red River Ranch, LLC

(Name of CONTRACTOR)

1499 Maple Street, Stanton, KY 40380

(Address of CONTRACTOR)

a corporation, hereinafter  
(Corporation, Partnership, or Individual)

called Principal, and Indemnity National Insurance Company  
(Name of Surety)

238 Bedford Way, Franklin, TN 37064

(Address of Surety)

hereinto called Surety, are held and firmly bound unto

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 East Main Street, Third Floor  
Lexington, Kentucky 40507

Obligee, hereinafter called "OWNER" in the penal sum of:

[3% of Total Bid Price] dollars (\$ 5,197.00), for the payment  
of whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns,  
jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into an Agreement (Contract) with OWNER for the  
Environmental Site Remediation Former Webbs Dry Cleaner, 293 Southland Dr, LFUCG Bid No. in accordance  
with Contract Documents prepared by Shield Environmental Associates and dated August 28, 2025,  
which Agreement (Contract) is by reference made a part hereof, and is hereinafter referred to as the Agreement  
(Contract).

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and  
faithfully perform said Agreement (Contract), then this obligation shall be null and void; otherwise it shall remain in  
full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever, Principal shall be, and declared by OWNER to be in default under the Agreement (Contract), the  
OWNER having performed OWNER's obligations thereunder, the Surety may promptly remedy the default, or shall  
promptly:

1. Complete the installation, maintenance, and removal of the soil erosion and sediment controls and final  
stabilization of the site during the full period of land disturbance in accordance with the Agreement (Contract),  
the LFUCG Land Disturbance Permit, Chapter 16 Article X Division 5 of the LFUCG Code of Ordinances,

Chapter 11 of the LFUCG Stormwater Manual, and the KPDES General Permit for Stormwater Discharges Associated with Construction Activities (KYR10).

2. Obtain a Bid or Bids for completing the installation, maintenance, and removal of the soil erosion and sediment controls and final stabilization of the site in accordance with the Agreement's (Contract's) terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the OWNER elects, upon determination by the OWNER and Surety jointly of the lowest responsible bidder, arrange for an Agreement (Contract) between such bidder and OWNER, and make available as Work progresses (even though there may be a default or a succession of defaults under the Agreement (Contract) or Agreements (Contracts) of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Agreement (Contract) Amount; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Agreement (Contract) Amount", as used in this paragraph shall mean the total amount payable by OWNER to Principal under the Agreement (Contract) and any amendments hereto, less the amount properly paid by OWNER to Principal.

Any suit under this bond must be instituted before the expiration one (1) year from the date on which final payment under the Agreement (Contract) falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of OWNER.

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of  
(number)

which shall be deemed an original, this the 8th day of October, 2025.

ATTEST:

Jessica Yarker  
(Principal) Secretary

Red River Ranch, LLC

Principal

By: [Signature] (s)

1499 Maple Street, Stanton, KY 40380

Address

Kathy Darden  
Witness as to Principal  
1499 Maple Street  
Address  
Stanton, Ky. 40380

Indemnity National Insurance Company

Surety

By: [Signature]  
Attorney-in-Fact Lucy Parks Mahan

200 North Upper Street, Lexington, KY 40507

Address

ATTEST:

Erin H. Sommer  
(Surety) Secretary Witness  
Erin H. Sommer

(SEAL)

William H. M. Patterson

Witness to Surety

200 North Upper St., Lexington, KY 40507

Address

Title: Witness

Surety

By: [Signature]

Title: \_\_\_\_\_

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Agreement (Contract).

BC-10



## Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that Indemnity National Insurance Company, a Mississippi corporation, (hereinafter the "Company"), does hereby constitute and appoint: Lucy Parks Mahan, Deborah A. Murphy and William H. M. Patterson of Cumberland Surety, Inc. to be its true and lawful Attorney-in-Fact, with full power and authority hereby conferred to sign, seal, and execute on its behalf surety bonds or undertakings and other documents of a similar nature issued in the course of its business up to a penal sum not to exceed \*\*\*\*\*Thirty Million Dollars (\$30,000,000.00)\*\*\*\*\* each, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company.

This appointment is made under and executed pursuant to and by authority of the following Minutes of Special Actions Taken by Written Consent of the Board of Directors, which is now in full force and effect:

Authorization to Appoint Attorneys-in-Fact and the Use of Facsimile Signatures and Facsimile Seals for the Purpose of Issuing Bonds:

RESOLVED: That the president or any vice president may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company to execute and deliver and affix the seal of the Company to bonds and related obligatory certificates and documents; and any one of said officers may remove any such attorney-in-fact or agent and revoke any power previously granted to such person, whether or not such officer appointed the attorney-in-fact or agent.

RESOLVED: That any bonds and related obligatory certificates and documents shall be valid and binding upon the Company,  
(i) when signed by the president, or any vice president, and sealed with the Company seal; or  
(ii) when duly executed and sealed with the Company seal by one or more attorneys-in-fact or agents pursuant to and within the limits of authority evidenced by the power of attorney issued by the Company to such person or persons a certified copy of which power of attorney must be attached thereto in order for such obligation to be binding upon the Company.

RESOLVED: That the signature of any authorized officer and the seal of the Company may be affixed to any power of attorney or certification thereof authorizing the execution and delivery of any bonds and related obligatory certificates and documents of the Company and such signature and seal then so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Indemnity National Insurance Company has been affixed thereto in Lexington, Kentucky this 22nd day of August, 2025.



Indemnity National Insurance Company

By Thomas F. Elkins  
Thomas F. Elkins, President

State of Kentucky  
County of Fayette

On this 22nd day of August, 2025, before me, a Notary Public, personally came Thomas F. Elkins, to me known, and acknowledged that he is President of Indemnity National Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Indemnity National Insurance Company thereto with the authority and at the direction of said corporation.



By Deborah A. Murphy  
Notary Public

My Commission Expires 09/26/2029  
Notary ID Number: KYNP34336

### CERTIFICATE

I, James E. Hart, Secretary of Indemnity National Insurance Company, do hereby certify that the foregoing Power of Attorney is still in full force and effect, and further certify that the Minutes of Special Actions Taken by Written Consent of the Board of Directors are now in full force and effect.

IN TESTIMONY WHEREOF I have subscribed my name and affixed the seal of said Company. Dated this 8th day of October, 20 25



By James E. Hart  
James E. Hart, Secretary

RESOLUTION NO. 402 - 2025

A RESOLUTION ACCEPTING THE BID OF RED RIVER RANCH, LLC, IN THE AMOUNT OF \$173,222.60, FOR THE SOIL REMEDIATION ON SOUTHLAND DRIVE, FOR THE DIVISION OF WATER QUALITY, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH RED RIVER RANCH, LLC, RELATED TO THE BID.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the bid of Red River Ranch, LLC, in the amount of \$173,222.60, for the Soil Remediation on Southland Drive, for the Division of Water Quality, be and hereby is accepted and approved as to the specifications and amounts set forth in the terms of the bid and Agreement, which are attached hereto and incorporated herein by reference, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to enter into the attached agreement with Red River Ranch, LLC, related to the bid.

Section 2 – That an amount, not to exceed the sum of \$173,222.60, be and hereby is approved for payment to Red River Ranch, LLC from account #3230-303204-92211, pursuant to the terms of the bid and Agreement.

Section 3 – That this resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: August 28, 2025

  
MAYOR

ATTEST:

  
CLERK OF URBAN COUNTY COUNCIL  
0774-25:TAH:4917-5833-6609, v. 1





**CONTRACT DOCUMENTS  
AND  
SPECIFICATIONS**

**DEPARTMENT OF ENVIRONMENTAL  
QUALITY & PUBLIC WORKS**

**FOR**

**Environmental Site Remediation-  
Former Webb's Dry Cleaner- 293  
Southland Dr.**

**Bid No. 82-2025**

**Prepared By: Shield Environmental Associates, Inc.**



*5/8/2025*

**PART III**

**Invitation to Bid No. 82-2025**

**Environmental Site Remediation Former Webbs Dry Cleaner**  
**293 Southland Dr.**

**1. FORM OF PROPOSAL**

Place: Lexington, Kentucky

Date: 7/10/25 text here

The following Form of Proposal shall be followed exactly in submitting a proposal for this Work.

This Proposal Submitted by Red River Ranch, LLC

1499 Maple Street Stanton, KY 40380

(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of Kentucky, doing business as Red River Ranch, LLC, "a corporation," "a partnership", or an "individual" as applicable.

To: Lexington-Fayette Urban County Government  
(Hereinafter called "OWNER")  
Office of the Director of Purchasing  
200 East Main Street, 3rd Floor  
Lexington, KY 40507

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for the **Environmental Site Remediation Former Webbs Dry Cleaner 293 Southland Dr.**, having examined the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date July 1, 2025

Addendum No. 2 Date July 3, 2025

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Insert above the number and the date of any Addendum issued and received. If none has been issued and received, the word "NONE" should be inserted.

MAYOR LINDA GORTON



**LEXINGTON**

TODD SLATIN  
DIRECTOR  
CENTRAL PURCHASING

**ADDENDUM #2**

Bid Number: **82-2025**

Date: July 3, 2025

Subject: **Soil Remediation for Southland Drive**

Address inquiries to:  
Brian Marcum  
[brianm@lexingtonky.gov](mailto:brianm@lexingtonky.gov)  
(859) 258-3325

**TO ALL PROSPECTIVE SUBMITTERS:**

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

This is Addendum#2, Addendum#1 only corrected the bid opening time to match the bid specifications and no hard copy was issued.

Will crushed unwashed rock work for the backfill?

**No. Project Specification Section 02430.2.01.C.1. specifies:**

**C. Imported Fill Types:**

**1. Earthfill: Imported material containing no more than 30 percent fines**

**passing the No. 200 sieve, free from contamination, clay balls, and rock**

**larger than 2 inches in diameter, roots, organic matter, trash, debris, and**

**other deleterious materials. Unified Soil Classification to be CL or CH.**

Amendment 1 states "LFUCG may use Federal funding to pay for the goods and/or services that are the subject matter of this bid." Has there been a determination if Federal funding will be required? If so, can you provide the wage class that is applicable for this project? If no determination has been made, what is the likelihood that Federal funding will be required?

**This project is funded through the Kentucky Cleaner Water Program; no federal funds are anticipated. Therefore, wage rates do not apply to this project.**



MAYOR LINDA GORTON



**LEXINGTON**

TODD SLATIN  
DIRECTOR  
CENTRAL PURCHASING

Todd Slatin, Director  
Division of Central Purchasing

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

COMPANY NAME: Red River Ranch, LLC

ADDRESS: 1499 Maple Street Stanton, KY 40380

SIGNATURE OF BIDDER: \_\_\_\_\_



2. **LEGAL STATUS OF BIDDER**

Bidder Red River Ranch, LLC

Date 7/10/2025

\* 1. A corporation duly organized and doing business under the laws of the State of Kentucky, for whom Glenn M. Salyer, bearing the official title of Manager, whose signature is affixed to this Bid/Proposal, is duly authorized to execute contracts.

\* 2. A Partnership, all of the members of which, with addresses are: (Designate general partners as such)

---

---

---

---

---

\* 3. An individual, whose signature is affixed to this Bid/Proposal (please print name)

---

---

\*(The Bidder shall fill out the appropriate form and strike out the other two.)

3.

**BIDDERS AFFIDAVIT**

Comes the Affiant, Red River Ranch, LLC, and after being first duly sworn, states under penalty of perjury as follows:

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

Signature

Glenn M. Salyer

Printed Name

Manager

6/25/2025

Title

Date

Company Name Red River Ranch, LLC

Address 1499 Maple Street Stanton, KY 40380

Subscribed and sworn to before me by Glenn Salyer  
(Affiant)

Manager

(Title)

of Red River Ranch, LLC this 25th day of June, 2025.  
(Company Name)

Notary Public  
[seal of notary]

My commission expires: 10/9/2025

#### 4. BID SCHEDULE – SCHEDULE OF VALUES

The Bidder agrees to perform all the Work described in the Specifications and shown on the Plans for the following proposed lump sum and/or unit prices, if applicable, which shall include the furnishing of all labor, materials, supplies, equipment and/or vehicle usage, services, all items of cost, overhead, taxes (federal, state, local), and profit for the Contractor and any Subcontractor involved, within the time set forth herein. If unit prices are applicable, Bidder must make the Extensions and additions showing the total amount of bid.

Form of proposal must include unit bid prices written in words, unit price written in numbers and total amount bid (unit price x quantity) per line item OR bid may be considered non-responsive. In case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.

If a discrepancy between the unit price and the item total exists, the unit price prevails except: If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.

If the unit price and the item total are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.

For a unit price based bid, the sum of the item totals is the bid amount the Division uses for bid comparison.

The LFUCG's decision on the bid amount is final.

**Enter pricing in Line Items tab in IonWave.**

Item No.	Description	Unit	Quantity
1.	General Requirements and DIVISION 1 Requirements	LS	1
2.	Site Preparation	LS	1
3.	Concrete Slab and Footer Removal, Transportation and Disposal	LS	1
4.	Excavation and Loading of Contaminated Soils	Ton	2,000
4A.	Transportation and Disposal of Contaminated Soils	Ton	2,000
5.	Groundwater Management (20,000-Gallons)	30 Days	1
6.	Disposal of Contaminated Groundwater (Non-Hazardous) via UDR to POTW	Gallon	20,000
7.	Backfilling and Compaction	Ton	2,000
8.	Site Grading	SY	2,420
9.	Site Seeding	SY	2,420



## LIST OF UNIT PRICES

The following List of Unit Prices is required by the Owner to be completely executed and submitted with each Bidder's Proposal. Each unit price shall include the furnishing of all labor, materials, supplies and services, and shall include all items of cost, overhead and profit for the Contractor and any Sub-Contractors involved, and shall be used uniformly, without modification, for either additions or deductions from the Bid. These unit prices as established shall also be used to determine the equitable adjustment of the Contract Price in connection with changes, or extra work performed under the Contract. The "Rules of Measurement" set forth in the Special Conditions shall govern where volume units are concerned.

DESCRIPTION OF WORK	UNIT PRICE
<b>BASE BID</b>	
1. General Requirements and DIVISION 1 Requirements	\$ 14,020.00 LS
2. Site Preparation	\$ 14,010.00 LS
3. Concrete Slab and Footer Removal, Transportation and Disposal	\$ 3,400.00 LS
4. Excavation and Loading of Contaminated Soils	\$ 5.23 2,000 Ton
4A. Transportation and Disposal of Contaminated Soils	\$ 4.97 2,000 Ton
5. Groundwater Management (20,000-Gallons)	\$ 6,485.00 30 Days
6. Disposal of Contaminated Groundwater (Non-Hazardous) via UDR to POTW	\$ .57 20,000 Gal.
7. Backfilling and Compaction	\$ 13.60 2,000 Ton
8. Site Grading	\$ .95 2,420 SY
9. Site Seeding	\$ .83 2,420 SY
Total: \$173,222.60.	

NOTE: Costs for Change Orders (if Warranted) Shall be Based Upon the Above Unit Prices  
for Each Work Item

Submitted by: Red River Ranch, LLC  
*Firm*

1499 Maple Street  
*Address*

Stanton, KY 40380  
*City, State & Zip*

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

  
*Signature of Authorized Company Representative – Title*

Glenn M. Salyer  
*Representative/s Name (Typed or Printed)*

606-663-9625  
*Area Code – Phone –Fax #*

jessica@redriverranchllc.net  
*E-Mail Address*

OFFICIAL ADDRESS:

1499 Maple Street

Stanton, KY 40380

\_\_\_\_\_

\_\_\_\_\_ (Seal if Bid is by Corporation)

**By signing this form you agree to ALL terms, conditions, and associated forms in this bid package**

5. **STATEMENT OF BIDDER'S QUALIFICATIONS**

The following statement of the Bidder's qualifications is required to be filled in, executed, and submitted with the Proposal:



1. Name of Bidder: Red River Ranch, LLC
2. Permanent Place of Business: 1499 Maple Street Stanton, KY 40380
3. When Organized: June 1992
4. Where Incorporated: Kentucky
5. Construction Plant and Equipment Available for this Project:  
Excavator, Skid Steer, Dump Trucks, Drum Compactor, Trash Pump,  
5000 gallon water tank, Harley rake

(Attach Separate Sheet If Necessary)

6. Financial Condition:

If specifically requested by the OWNER, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the OWNER'S Division of Central Purchasing within seven (7) calendar days following the bid opening.

7. In the event the Contract is awarded to the undersigned, surety bonds will be furnished by:

 (Surety)  
Signed:  (Representative of Surety)

8. The following is a list of similar projects performed by the Bidder: (Attach separate sheet if necessary).

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
<u>Midas Muffler</u>	<u>Saron Drive, Lexington</u>	<u>\$33,000 plus disposal</u>
<u>Dixon Service Center</u>	<u>Southland Drive, Lexington</u>	<u>\$16,000 plus disposal</u>
<u>Town Branch Road</u>	<u>Newtown Pike, Lexington</u>	<u>\$196,000 plus disposal</u>
<u>Mountain Side Gas &amp; Mini Mart</u>	<u>US 23 Jenkins</u>	<u>\$86,000 plus disposal</u>
<u> </u>	<u> </u>	<u> </u>

9. The Bidder has now under contract and bonded the following projects:

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
<u>None at this time</u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

10. List Key Bidder Personnel who will work on this Project.

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
<u>Scott Ferguson</u>	<u>Sr. Project Manager</u>	<u>20</u>
<u>Steve Rogers</u>	<u>Transportation Manager</u>	<u>24</u>
<u>Scotty Bishop</u>	<u>Operations Manager</u>	<u>14</u>
<u>Josh Snowden</u>	<u>Lead Equipment Operator</u>	<u>20</u>
<u>Glenn Salyer</u>	<u>Manager, Owner</u>	<u>36</u>

11. DBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS</u> <u>(LIST)</u>	<u>PROJECT</u> <u>(SPECIFIC TYPE)</u>	<u>DBE</u>	<u>% of WORK</u>
None at this time			

(USE ADDITIONAL SHEETS IF NECESSARY)

12. We acknowledge that, if we are the apparent low Bidder, we will submit to the OWNER within 7 calendar days following the Bid Opening, a sworn statement on the OWNER'S form regarding all current work on hand and under contract, and a statement on the OWNER'S form of the experience of our officers, office management and field management personnel. Additionally, if requested by the OWNER, we will within 7 days following the request submit audited financial statements and loss history for insurance claims for the 3 most recent years (or a lesser period stipulated by the OWNER)—all in accordance with the Bid Documents.

Respectfully submitted:

Red River Ranch, LLC  
(Name of Contracting Firm)

BY: Glenn M. Salyer

TITLE: Manager

DATE 6/25/2025

6. **LIST OF PROPOSED SUBCONTRACTORS**

The following list of proposed subcontractors is required by the OWNER to be executed, completed and submitted with the BIDDER'S FORM OF PROPOSAL. All subcontractors are subject to approval of the Lexington-Fayette Urban County Government. Failure to submit this list completely filled out may be cause for rejection of bid.

<b><u>BRANCH OF WORK-LIST</u></b>	<b><u>DBE</u></b>	<b><u>% of EACH MAJOR ITEM</u></b>
Rumpke		Disposal - 25%
By Pass Rental		Site Prep - 5%

**LIST OF MATERIALS/ SUPPLIERS**

Bidders are hereby advised that this list must be complete and submitted with the Bid.

Listing "as per plans and specifications", will not be considered as sufficient identification. Where more than one "Make or Brand" is listed for any one item, the Owner has the right to select the one to be used.

Item	Brand Name, Manufacturer and/or Supplier
Fill Dirt	Red River Ranch, LLC
Top Soil	Red River Ranch, LLC



**7. 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.

Red River Ranch, LLC

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

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

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

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

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

of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

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

c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**LEXINGTON**

Owner

**MINORITY BUSINESS ENTERPRISE PROGRAM**

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

**OUR MISSION:** The mission of the Minority Business Enterprise Program (MBEP) 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 urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

***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. Black American, Asian American, Hispanic American, Native American)

***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 Procurement as having the appropriate credentials to make a determination as to the status of the business.

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)  
Kentucky Minority and Women Business Enterprise (MWBE)  
Women's Business Enterprise National Council (WBENC)  
National Women Business Owners Corporation (NWBOC)  
National Minority Supplier Development Council (NMSDC)  
Tri-State Minority Supplier Development Council (TSMSSDC)  
U.S. Small Business Administration Veteran Small Business Certification (VetCert)  
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, [smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov).



**LEXINGTON**

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**LFUCG MWDBE PARTICIPATION FORM**

**Bid/RFP/Quote Reference # 82-2025**

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 the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. NA				
2.				
3.				
4.				

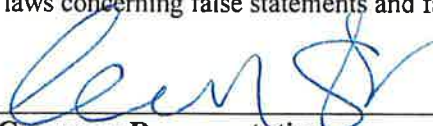
The undersigned company representative submits the above list of MWDBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements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

Red River Ranch, LLC

**Company**

June 25, 2025

**Date**

  
**Company Representative**

Manager

**Title**





**LEXINGTON**

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**LFUCG MWDBE SUBSTITUTION FORM**

**Bid/RFP/Quote Reference #** 82-2025

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 the Division of Procurement 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. **Note: Form required if a subcontractor is being substituted on a contract.**

<b>SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email</b>	<b>DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email</b>	<b>Work to Be Performed</b>	<b>Reason for the Substitution</b>	<b>Total Dollar Value of the Work</b>	<b>% Value of Total Contract</b>
1. NA					
2.					
3.					
4.					

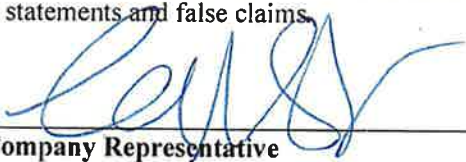
The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Red River Ranch, LLC

**Company**

June 25, 2025

**Date**

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

Manager

**Title**





## **DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS**

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. 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, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.
7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs 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.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that 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.
  - a. 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 small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.
14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

**Note:** Failure to submit 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 and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

#### OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

# ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

**Proposer Name:** Red River Ranch, LLC **Date:** June 25, 2025  
**Project Name:** Environmental Site Remediation Former Webbs Dry Cleaner 293 Southland Dr. **Project Number:** 82-2025  
**Contact Name:** Glenn M. Salyer **Telephone:** 606-663-9625  
**Email:** jessica@redriverranchllc.net

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-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, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

**Is the Bidder/ Proposer a certified firm?** Yes ☐ No ☒

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

**1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.**

Click or tap here to enter text.

**2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?**

Yes ☐ No ☒

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal.  Click or tap here to enter text.

## **ATTACHMENT A – SMALL and DISADVANTAGED, MINORITY-, WOMEN-, and VETERAN-OWNED BUSINESS OUTREACH PLAN**

If yes, please complete the following pages and submit all pages with your bid and/or proposal.



**Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.**

**3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:**

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.
- ☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.

- ☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- ☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- ☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- ☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

**4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.**

 Click or tap here to enter text 

**For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.**

**Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.**

**Failure to submit the documentation requested may be cause for rejection of the 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 and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.**

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.

Red River Ranch, LLC  
 \_\_\_\_\_  
**Company**  
 June 25, 2025  
 \_\_\_\_\_  
**Date**

Glenn M. Salyer  
 \_\_\_\_\_  
**Company Representative**  
 Manager  
 \_\_\_\_\_  
**Title**

9. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: Scott Ferguson

POSITION/TITLE: Sr. Project Manager

STATEMENT OF EXPERIENCE: 43 years of environmental and management experience  
in the petroleum industry. Responsible for sales and project management.

NAME OF INDIVIDUAL: Steve Rogers

POSITION/TITLE: Transportation Manager

STATEMENT OF EXPERIENCE: 30 years of experience in managing over the road  
transportation and all transportation scheduling.

NAME OF INDIVIDUAL: Scotty Bishop

POSITION/TITLE: Operations Manager

STATEMENT OF EXPERIENCE: 30 years of experience managing construction,  
maintenance, and manpower projects.

NAME OF INDIVIDUAL: Glenn M. Salyer

POSITION/TITLE: Manger/Owener

STATEMENT OF EXPERIENCE: Owner/Operator of Red River Ranch, LLC since inception in 1989.

\_\_\_\_\_  
\_\_\_\_\_

NAME OF INDIVIDUAL: Jessica Yarber

POSITION/TITLE: Office Manager

STATEMENT OF EXPERIENCE: 12 year experience managing payroll, billing, and human  
resources for Red River Ranch, LLC.

\_\_\_\_\_

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\* Include all officers, office management's, Affirmative Action officials, and field management personnel. (Attach separate sheets if necessary.)



## 10. 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 subcontractor 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

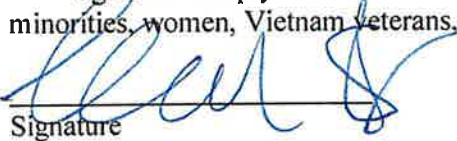


following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractor 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

Red River Ranch, LLC

Name of Business

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.

The Kentucky equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any count, 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 contract will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) *The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the*

*labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities – Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

**11. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY**

It is the policy of Red River Ranch, LLC

to assure that all applicants for employment and all employees are treated on a fair and equitable basis without regard to their race, religion, sex, color, handicap, natural origin or age.

Such action shall include employment, promotion, demotion, recruitment or recruitment advertising, layoff or termination, rates of pay and other forms of compensation, and selection for training, whether apprenticeship and/or on-the-job-training.

Furthermore, this company agrees to make special recruitment efforts to hire the protected class whenever feasible. This company also agrees to adhere to all applicable federal, state, and local laws relating to Equal Employment Opportunity for all individuals.

## 12. WORKFORCE ANALYSIS FORM

Name of Organization: Red River Ranch, LLC

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	1	1															
Professionals	1		1														
Superintendents																	
Supervisors	3	2	1														
Foremen	3	2												1			
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical	7	2	4		1												
Skilled Craft	26	25				1											
Service/Maintenance	15			15													
Total:	56	32	6	15	1	1								1			

Prepared by: Glenn Salver / Manager

(Name and Title)

Date: 6 / 25 / 25

Revised 2015-Dec-15

## 13. EVIDENCE OF INSURABILITY

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONSTRUCTION PROJECT**  
(Use separate form for each Agency or Brokerage agreeing to provide coverage)

Names Insured: Red River Ranch, LLC

Employee ID: \_\_\_\_\_

Address: 1499 Maple Street Stanton, KY 40380

Phone: 606-663-9625

Project to be Insured: Environmental Site Remediation Former Webbs Dry Cleaner 293 Southland Dr.

In lieu of obtaining certificates of insurance at this time, the undersigned agrees to provide the above Named Insured with the minimum coverage listed below. These are outlined in the Insurance and Risk Management of Part V (Special Conditions), including all requirements, and conditions:

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
SC-2 - see provisions	COL	\$1,000,000 per oco, And \$2,000,000 aggregate	\$1,000,000 occur \$2,000,000 agg	FCCI Insurance Co	011257	A XI
SC-2 - see provisions	AUTO	\$1,000,000/per oco.	\$ 1,000,000 single lmt	FCCI Insurance Co	011257	A XI
SC-2 - see provisions	WC	Statutory w /endorsement as noted	\$4,500,000	KY AGC/SIF	055002	A- VIII
SC-2 - see provisions	BXC	\$2,000,000 per oco.	\$ 2,000,000	Axis Surplus Ins Co	021515	A XV

Section 2 includes required provisions, statements regarding Insurance requirements, and the undersigned agrees to abide by all provisions for the coverage's checked above unless stated otherwise when submitting.

Arthur J. Gallagher Risk Management Services LLC  
Agency or Brokerage

1601 Alliant Avenue  
Street Address

Louisville KY 40299  
City State Zip

502-415-7000  
Telephone Number

Chris Von Allmen

Name of Authorized Representative

Director Construction Practice, Louisville

Title

Authorized Signature

Date

NOTE: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insurer. If Insurance is brokered, authorized signature must be that of authorized representative of insurer.

IMPORTANT: Contract may not be awarded if a completed and signed copy of this form for all coverage's listed above is not provided with the bid.

Type text here

**14. DEBARRED FIRMS**

**PROJECT NAME:** Environmental Site Remediation Former Webbs Dry Cleaner 293 Southland Dr.

**BID NUMBER:** 82-2025

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
LEXINGTON, KY**

All prime Contractors shall certify that Subcontractors have not and will not be awarded to any firms that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

All bidders shall complete the attached certification in duplicate and submit both copies to the Owner with the bid proposal. The Owner (grantee) shall transmit one copy to the Lexington-Fayette Urban County Government, Division of Community Development, within fourteen (14) days after bid opening.

The undersigned hereby certifies that the firm of Red River Ranch, LLC has not and will not award a subcontract, in connection with any contract award to it as the result of this bid, to any firm that has been debarred for noncompliance with the Federal labor Standards, Title VI of the civil Rights Act of 1964, Executive Order 11246 as amended or any Federal Law.

Red River Ranch, LLC

Name of Firm Submitting Bid



Signature of Authorized Official

Manager

Title

6/25/2025

Date

**15. DEBARMENT CERTIFICATION**



Copy

All contractors/subcontractors shall complete the following certification and submit it with the bid proposal.

The contractor/subcontractor certifies in accordance with Executive Order 12549 (Debarment and Suspension 2/18/86) that to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by any Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other Federal law;
  - a) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - b) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(a) of this certification; and
  - c) Have not within a three year period preceding this bid has one or more public (Federal, State or local) transactions or contracts terminated for cause or default.
- 2) Where the contractor is unable to certify to any of the statements in this certification, such prospective contractors shall attach an explanation to this certification form.

Firm Name: Red River Ranch, LLC

Project: Environmental Site Remediation Former Webbs Dry Cleaner 293 Southland Dr.

Printed Name and Title of Authorized Representative: Glenn Salyer / Manager

Signature: 

Date: 6/25/2025

END OF SECTION



**WHITAKER BANK**  
UNIQUELY KENTUCKY  
STANTON, KENTUCKY 40380  
Member FDIC

168558

73-416  
421

REMITTER

RED RIVER RANCH LLC

JUL 10, 2025

PAY TO THE

ORDER OF LFUCG

\$

\$11,000.00

DOLLARS

\*Pay Exactly\* Eleven Thousand and 00/100\*\*\*\*\*

BID# 82-2025

FOR

*Mike Rutt - Teller*  
*Ashlee Sharpe MHT*

**CASHIER'S CHECK**

⑈168558⑈ ⑆042104168⑆ 45021160⑈