



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #29-2020 Water Monitoring for Haley Pike** 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 **October 27, 2020**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

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

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without

penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

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

Contention Process

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

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

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

SELECTION CRITERIA:

1. Estimated Cost of Services. 25 pts
2. Specialized experience and technical competence of the persons or firm(s) (including a joint venture or association (e.g. team)) with the type of service requested. Provide information on specialized certifications and/or licenses and how they will apply to the work associated. 15 pts
3. Capacity of the person or firm. 15 pts
4. Past record and performance. 20 pts
5. Familiarity with the details of the project 20 pts
6. Degree of local employment to be provided by the person, firm or team in the performance of the contract. 5 pts

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

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

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

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

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

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

by _____ on this the _____ day

of _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

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

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

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

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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@orvwbc.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@nwvoc.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 # _____

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

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

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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

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

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

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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 # _____

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Company

Company Representative

Date

Title

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

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

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

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) 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.
- (2) 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 "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by 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 LFUCG.
- (3) 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 LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of Consultant in the performance of this agreement.
- (4) In the event LFUCG 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 LFUCG, which approval shall not be unreasonably withheld.
- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONSULTANT acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONSULTANT in any manner.

FINANCIAL RESPONSIBILITY

CONSULTANT understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	\$1 million per occurrence
Professional Liability	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Excess/Umbrella Liability	\$1 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) 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 LFUCG.
- e. 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 LFUCG and obtain similar insurance that is

commercially available and acceptable to LFUCG.

- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONSULTANT's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONSULTANT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONSULTANT agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

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

Safety and Loss Control

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 LFUCG.

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

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REQUEST FOR PROPOSAL

The Lexington Fayette Urban County Government (LFUCG), Department of Environmental Quality and Public Works, Division of Waste Management is seeking environmental consulting, data collection and laboratory services from a qualified firm to conduct compliance monitoring at the Haley Pike Landfill (HPLF) in Fayette County. The location of the groundwater and surface water sampling locations are shown on the attached map. All sample locations are accessible with a 4-wheel drive vehicle.

The scope of services includes collection and analysis of surface water samples at six locations as required by HPLF Kentucky Pollutant Discharge Elimination System (KPDES) permit. The parameters to be analyzed and the frequency of monitoring at each of the locations are included in the attachment from KPDES permit KY0092100. Samples for outfall 001, 002, 004, and 006 should be collected during or shortly after rain events. A minimum of six attempts to collect a sample during the quarter shall be made in the event an outfall has inadequate flow. Samples collected at outfall 005 can be collected at any time during the month within normal business hours with exception of one month per quarter. Note requirement below to sample 005 at same time during quarterly groundwater and leachate sampling. HPLF personnel will provide instructions to the contractor on the operation of outfall 005 effluent valves. Outfall 003 will only have discharge in the event of an emergency. Contractor will be notified in the event of discharge at outfall 003 and will be expected to respond to collect a sample within 4 hours. There have been no discharges at outfall 003 in the past 24 months.

Contractor will be provided through NetDMR with external view/edit roles for the facility. All KPDES monthly discharge monitoring data shall be prepared and submitted to LFUCG through NetDMR by the 20th of the month following sample collection. An electronic copy following a format specified by LFUCG to include tables showing results by outfall and copies of laboratory results/reports must be submitted prior to the 20th of each month following sample collection.

Services also include quarterly sampling of 6 groundwater monitoring wells in Groundwater Monitoring Group GSTR0001 and 1 groundwater monitoring well in Groundwater Monitoring Group GSTR0002, and analyses of samples for the parameters as required in permit SW03400007 (parameters and frequency attached). Two stream locations must also be monitored quarterly for the parameters contained in the attachment from permit SW03400007. The consultant must complete the required quarterly sampling reports and prepare a potentiometric surface map showing the direction of groundwater flow for each sampling event. In addition, a statistical analysis of the groundwater data must be performed using the Sheward Control Chart method. Each statistical analysis must be certified by a professional engineer or professional geologist registered in the state of Kentucky. All analytical results shall be reviewed for any values that are out of normal range or out of compliance.

All quarterly groundwater and surface water monitoring reports shall be submitted to LFUCG within 10 days prior to the end of each quarter. The consultant shall provide an electronic copy and one hard copy of each surface water and groundwater monitoring report to LFUCG following a format approved by LFUCG. An email reporting

exceedances of GW MCL and statistical Upper Control Limit will be submitted to the designated LFUCG contact person within 48 hours after receiving laboratory results.

Quarterly sampling of landfill leachate is also requested. The required analysis parameters are listed in Table 1. Sampling will occur at same time as groundwater sampling. In addition, contractor shall collect outfall 005 sample for the month when leachate sample is collected. Sample for leachate will be collected under separate chain of custody with its own lab report. Results will be reported to LFUCG in a spreadsheet format approved by LFUCG.

Analytical methods utilized to demonstrate compliance with the effluent limitations established in this permit shall be sufficiently sensitive to detect pollutant levels at or below the required effluent limit, i.e. the Method Detection Limit (MDL) shall be at or below the effluent limit. In that instance where an EPA approved method does not exist that has an MDL at or below the established effluent limitation, the lab shall: (1) use the method specified in the permit or KY regulation; or (2) the EPA-approved method with an MDL that is nearest to the established effluent limit. All sampling protocols, laboratory analyses and reporting services shall comply with the KPDES permit and Division of Waste Management landfill permit requirements, and applicable regulations.

Proposal shall include a table with hourly rates listed by job function and non-labor costs for additional engineering services. "Extra Work" shall be paid for by the LFUCG on the basis of rates provided or on lump sum basis when the scope of extra work requested is clearly defined and mutually agreed between LFUCG and successful firm. "Extra Work" is described as engineering services related to Haley Pike Landfill operations and may include additional sampling and analysis requests, permit support, environmental assessments, treatability studies, and other engineering design and support as needed. "Extra Work" is not guaranteed and LGUCG may seek engineering services for similarly described work at Haley Pike Landfill from other firms.

For bidding purposes, firms shall break out fees for services related to permit SW03400007, fees for services related to permit KY0092100, and fees related to quarterly sampling and analysis of leachate. Fees should be listed on a per event basis and an annualized basis. Fees for services under extra work shall be submitted in table format as described above.

The successful firm must be able to demonstrate a minimum of five years of groundwater and surface water monitoring experience; be knowledgeable in KPDES and solid waste landfill permitting requirements; knowledgeable in the performance of statistical analyses, and be capable of providing professional services as may be required to perform extra work as described. Firm must be able to provide a professional engineer registered in the state of Kentucky. All field sampling personnel must have obtained 24 hour OSHA HAZWOPER training. Firm must be able to provide certification as applicable for field performed testing per KYDEP requirements. The laboratory performing the analyses must meet KYDEP requirements for state certification/ licensing/ approval as required by KY regulation.

The duration of the services specified above will be for three (3) years with an option to renew for an additional three years. Services shall begin in June 2021.

Table 1
Leachate Analytical Requirements

Parameter	Sample Type - Quarterly
Chloride	Leachate
BOD5	Leachate
Total Dissolved Solid	Leachate
BTEX	Leachate
Specific Conductance, pH, Temperature	Leachate
Ammonia (as mg/L N)	Leachate
Alkalinity	Leachate
Total Recoverable Iron	Leachate

Selection Criteria:

1. Estimated Cost of Services. 25 pts
2. Specialized experience and technical competence of the persons or firm(s) (including a joint venture or association (e.g. team)) with the type of service requested. Provide information on specialized certifications and/or licenses and how they will apply to the work associated. 15 pts
3. Capacity of the person or firm. 15 pts
4. Past record and performance. 20 pts
5. Familiarity with the details of the project 20 pts
6. Degree of local employment to be provided by the person, firm or team in the performance of the contract. 5 pts

Additional Attachments

Groundwater and Surface Water Testing Parameters

Monitor well data

Monitor well and surface water testing requirements from permit

Monitor well, surface water and KPDES outfall map

HPLF well locations map

HPLF Effluent monitoring

Figure 1 – Surface Water Monitoring Points

Groundwater Monitoring Limits:

Subject Item	CAS Number	Parameter	Frequency	Lower Limit	Upper Limit	Units	Statistical Limit	Report Only
GSTR0001	630-20-6	1,1,1,2-Tetrachloroethane	annually			mg/L	Yes	
GSTR0001	71-55-6	1,1,1-Trichloroethane	annually		0.2	mg/L		
GSTR0001	79-34-5	1,1,2,2-Tetrachloroethane	annually			mg/L	Yes	
GSTR0001	79-00-5	1,1,2-Trichloroethane	annually			mg/L	Yes	
GSTR0001	75-34-3	1,1-Dichloroethane	annually			mg/L	Yes	
GSTR0001	75-35-4	1,1-Dichloroethylene	annually		0.007	mg/L		
GSTR0001	96-18-4	1,2,3-Trichloropropane	annually			mg/L	Yes	
GSTR0001	96-12-8	1,2-Dibromo-3-chloropropane	annually		0.0002	mg/L		
GSTR0001	106-93-4	1,2-Dibromoethane (EDB)	annually			mg/L	Yes	
GSTR0001	95-50-1	1,2-Dichlorobenzene	annually			mg/L	Yes	
GSTR0001	107-06-2	1,2-Dichloroethane (EDC)	annually		0.005	mg/L		
GSTR0001	78-87-5	1,2-Dichloropropane	annually			mg/L	Yes	
GSTR0001	106-46-7	1,4-Dichlorobenzene	annually		0.075	mg/L		
GSTR0001	591-78-6	2-Hexanone	annually			mg/L	Yes	
GSTR0001	67-64-1	Acetone	annually			mg/L	Yes	
GSTR0001	107-02-8	Acrolein	annually			mg/L	Yes	
GSTR0001	107-13-1	Acrylonitrile	annually			mg/L	Yes	
GSTR0001	7440-36-0	Antimony, Total (as Sb)	annually			mg/L	Yes	
GSTR0001	7440-38-2	Arsenic, Total (as As)	annually		0.05	mg/L		
GSTR0001	7440-39-3	Barium, Total (as Ba)	annually		2.0	mg/L		
GSTR0001	71-43-2	Benzene	annually		0.005	mg/L		
GSTR0001	7440-41-7	Beryllium, Total	annually			mg/L	Yes	
GSTR0001	75-27-4	Bromodichloromethane	annually			mg/L	Yes	
GSTR0001	74-83-9	Bromomethane (Methyl bromide)	annually			mg/L	Yes	
GSTR0001	7440-43-9	Cadmium, Total (as Cd)	annually		0.005	mg/L		
GSTR0001	75-15-0	Carbon Disulfide	annually			mg/L	Yes	
GSTR0001	56-23-5	Carbon Tetrachloride	annually		0.005	mg/L		
GSTR0001		Carbon, Total Organic	quarterly			mg/L	Yes	
GSTR0001		Chemical Oxygen Demand (COD)	quarterly			mg/L	Yes	
GSTR0001	16887-00-6	Chloride	quarterly			mg/L	Yes	
GSTR0001	108-90-7	Chlorobenzene	annually			mg/L	Yes	
GSTR0001	74-97-5	Chlorobromomethane	annually			mg/L	Yes	
GSTR0001	124-48-1	Chlorodibromomethane	annually			mg/L	Yes	
GSTR0001	75-00-3	Chloroethane	annually			mg/L	Yes	

PERMIT

Subject Item	CAS Number	Parameter	Frequency	Lower Limit	Upper Limit	Units	Statistical Limit	Report Only
GSTR0001	67-66-3	Chloroform	annually			mg/L	Yes	
GSTR0001	7440-47-3	Chromium, Total (as Cr)	annually		0.1	mg/L		
GSTR0001	10061-01-5	Cis 1,3-Dichloropropylene	annually			mg/L	Yes	
GSTR0001	156-59-2	Cis-1,2-Dichloroethylene	annually			mg/L	Yes	
GSTR0001	7440-48-4	Cobalt, Total	annually			mg/L	Yes	
GSTR0001	7440-50-8	Copper, Total	annually			mg/L	Yes	
GSTR0001	75-09-2	Dichloromethane (Methylene chloride)	annually			mg/L	Yes	
GSTR0001	100-41-4	Ethylbenzene	annually			mg/L	Yes	
GSTR0001		Groundwater Elevation	quarterly			feet above mean sea level based on a USGS datum		Yes
GSTR0001		Groundwater Flow Rate	quarterly			gallons per day/square foot		Yes
GSTR0001		Halides, Total Organic	quarterly			mg/L	Yes	
GSTR0001	74-88-4	Iodomethane	annually			mg/L	Yes	
GSTR0001	7439-89-6	Iron, Total (as Fe)	quarterly			mg/L	Yes	
GSTR0001	7439-92-1	Lead, Total (as Pb)	annually		0.05	mg/L		
GSTR0001	7439-97-6	Mercury, Total (as Hg)	annually		0.002	mg/L		
GSTR0001	78-93-3	Methyl Ethyl Ketone	annually			mg/L	Yes	
GSTR0001	108-10-1	Methyl Isobutyl Ketone	annually			mg/L	Yes	
GSTR0001	74-87-3	Methyl chloride	annually			mg/L	Yes	
GSTR0001	74-95-3	Methylene Bromide	annually			mg/L	Yes	
GSTR0001	7440-02-0	Nickel, Total (as Ni)	annually			mg/L	Yes	
GSTR0001		Nitrogen, Nitrate Total (as N)	annually		10	mg/L		
GSTR0001	7782-49-2	Selenium, Total (as Se)	annually		0.05	mg/L		
GSTR0001	7440-22-4	Silver, Total (as Ag)	annually		0.05	mg/L		
GSTR0001	7440-23-5	Sodium	quarterly			mg/L	Yes	
GSTR0001		Solids, Total Dissolved	quarterly			mg/L	Yes	
GSTR0001		Specific Conductance	quarterly			umhos/cm	Yes	
GSTR0001	100-42-5	Styrene	annually			mg/L	Yes	

PERMIT

Subject Item	CAS Number	Parameter	Frequency	Lower Limit	Upper Limit	Units	Statistical Limit	Report Only
GSTR0001		Temperature, Water Fahrenheit	quarterly			degrees Fahrenheit		Yes
GSTR0001	127-18-4	Tetrachloroethylene (PCE)	annually			mg/L	Yes	
GSTR0001	7440-28-0	Thallium, Total	annually			mg/L	Yes	
GSTR0001	108-88-3	Toluene	annually			mg/L	Yes	
GSTR0001	110-57-6	Trans-1,4-Dichloro-2-Butene	annually			mg/L	Yes	
GSTR0001	75-25-2	Tribromomethane	annually			mg/L	Yes	
GSTR0001	79-01-6	Trichloroethylene	annually	0.005		mg/L		
GSTR0001	75-69-4	Trichlorofluoromethane	annually			mg/L	Yes	
GSTR0001	7440-62-2	Vanadium, Total	annually			mg/L	Yes	
GSTR0001	108-05-4	Vinyl Acetate	annually			mg/L	Yes	
GSTR0001	75-01-4	Vinyl Chloride	annually	0.002		mg/L		
GSTR0001	1330-20-7	Xylenes (Total)	annually			mg/L	Yes	
GSTR0001	7440-66-6	Zinc, Total (as Zn)	annually			mg/L	Yes	
GSTR0001		pH	quarterly			S.U.	Yes	
GSTR0001	156-60-5	trans-1,2-Dichloroethylene	annually			mg/L	Yes	
GSTR0001	10061-02-6	trans-1,3-Dichloropropene	annually			mg/L	Yes	
GSTR0002	630-20-6	1,1,1,2-Tetrachloroethane	annually			mg/L	Yes	
GSTR0002	71-55-6	1,1,1-Trichloroethane	annually	0.2		mg/L		
GSTR0002	79-34-5	1,1,2,2-Tetrachloroethane	annually			mg/L	Yes	
GSTR0002	79-00-5	1,1,2-Trichloroethane	annually			mg/L	Yes	
GSTR0002	75-34-3	1,1-Dichloroethane	annually			mg/L	Yes	
GSTR0002	75-35-4	1,1-Dichloroethylene	annually	0.007		mg/L		
GSTR0002	96-18-4	1,2,3-Trichloropropane	annually			mg/L	Yes	
GSTR0002	96-12-8	1,2-Dibromo-3-chloropropane	annually	0.0002		mg/L		
GSTR0002	106-93-4	1,2-Dibromoethane (EDB)	annually			mg/L	Yes	
GSTR0002	95-50-1	1,2-Dichlorobenzene	annually			mg/L	Yes	
GSTR0002	107-06-2	1,2-Dichloroethane (EDC)	annually	0.005		mg/L		
GSTR0002	78-87-5	1,2-Dichloropropane	annually			mg/L	Yes	
GSTR0002	106-46-7	1,4-Dichlorobenzene	annually	0.075		mg/L		
GSTR0002	591-78-6	2-Hexanone	annually			mg/L	Yes	
GSTR0002	67-64-1	Acetone	annually			mg/L	Yes	

PERMIT

Subject Item	CAS Number	Parameter	Frequency	Lower Limit	Upper Limit	Units	Statistical Limit	Report Only
GSTR0002	107-02-8	Acrolein	annually			mg/L	Yes	
GSTR0002	107-13-1	Acrylonitrile	annually			mg/L	Yes	
GSTR0002	7440-36-0	Antimony, Total (as Sb)	annually			mg/L	Yes	
GSTR0002	7440-38-2	Arsenic, Total (as As)	annually		0.05	mg/L		
GSTR0002	7440-39-3	Barium, Total (as Ba)	annually		2.0	mg/L		
GSTR0002	71-43-2	Benzene	quarterly		0.005	mg/L		
GSTR0002	7440-41-7	Beryllium, Total	annually			mg/L	Yes	
GSTR0002	75-27-4	Bromodichloromethane	annually			mg/L	Yes	
GSTR0002	74-83-9	Bromomethane (Methyl bromide)	annually			mg/L	Yes	
GSTR0002	7440-43-9	Cadmium, Total (as Cd)	annually		0.005	mg/L		
GSTR0002	75-15-0	Carbon Disulfide	annually			mg/L	Yes	
GSTR0002	56-23-5	Carbon Tetrachloride	annually		0.005	mg/L		
GSTR0002		Carbon, Total Organic	quarterly			mg/L	Yes	
GSTR0002		Chemical Oxygen Demand (COD)	quarterly			mg/L	Yes	
GSTR0002	16887-00-6	Chloride	quarterly			mg/L	Yes	
GSTR0002	108-90-7	Chlorobenzene	annually			mg/L	Yes	
GSTR0002	74-97-5	Chlorobromomethane	annually			mg/L	Yes	
GSTR0002	124-48-1	Chlorodibromomethane	annually			mg/L	Yes	
GSTR0002	75-00-3	Chloroethane	annually			mg/L	Yes	
GSTR0002	67-66-3	Chloroform	annually			mg/L	Yes	
GSTR0002	7440-47-3	Chromium, Total (as Cr)	annually		0.1	mg/L		
GSTR0002	10061-01-5	Cis 1,3-Dichloropropylene	annually			mg/L	Yes	
GSTR0002	156-59-2	Cis-1,2-Dichloroethylene	annually			mg/L	Yes	
GSTR0002	7440-48-4	Cobalt, Total	annually			mg/L	Yes	
GSTR0002	7440-50-8	Copper, Total	annually			mg/L	Yes	
GSTR0002	75-09-2	Dichloromethane (Methylene chloride)	annually			mg/L	Yes	
GSTR0002	100-41-4	Ethylbenzene	annually			mg/L	Yes	
GSTR0002		Groundwater Elevation	quarterly			feet above mean sea level based on a		Yes

PERMIT

Subject Item	CAS Number	Parameter	Frequency	Lower Limit	Upper Limit	Units	Statistical Limit	Report Only
GSTR0002		Groundwater Flow Rate	quarterly			USGS datum gallons per day/square foot		Yes
GSTR0002		Halides, Total Organic	quarterly			mg/L	Yes	
GSTR0002	74-88-4	Iodomethane	annually			mg/L	Yes	
GSTR0002	7439-89-6	Iron, Total (as Fe)	quarterly			mg/L	Yes	
GSTR0002	7439-92-1	Lead, Total (as Pb)	annually	0.05		mg/L		
GSTR0002	7439-97-6	Mercury, Total (as Hg)	annually	0.002		mg/L		
GSTR0002	78-93-3	Methyl Ethyl Ketone	annually			mg/L	Yes	
GSTR0002	108-10-1	Methyl Isobutyl Ketone	annually			mg/L	Yes	
GSTR0002	74-87-3	Methyl chloride	annually			mg/L	Yes	
GSTR0002	74-95-3	Methylene Bromide	annually			mg/L	Yes	
GSTR0002	7440-02-0	Nickel, Total (as Ni)	annually			mg/L	Yes	
GSTR0002		Nitrogen, Nitrate Total (as N)	annually		10	mg/L		
GSTR0002	7782-49-2	Selenium, Total (as Se)	annually		0.05	mg/L		
GSTR0002	7440-22-4	Silver, Total (as Ag)	annually		0.05	mg/L		
GSTR0002	7440-23-5	Sodium	quarterly			mg/L	Yes	
GSTR0002		Solids, Total Dissolved	quarterly			mg/L	Yes	
GSTR0002		Specific Conductance	quarterly			umhos/cm	Yes	
GSTR0002	100-42-5	Styrene	annually			mg/L	Yes	
GSTR0002		Temperature, Water Fahrenheit	quarterly			degrees Fahrenheit		Yes
GSTR0002	127-18-4	Tetrachloroethylene (PCE)	annually			mg/L	Yes	
GSTR0002	7440-28-0	Thallium, Total	annually			mg/L	Yes	
GSTR0002	108-88-3	Toluene	annually			mg/L	Yes	
GSTR0002	110-57-6	Trans-1,4-Dichloro-2-Butene	annually			mg/L	Yes	
GSTR0002	75-25-2	Tribromomethane	annually			mg/L	Yes	
GSTR0002	79-01-6	Trichloroethylene	annually		0.005	mg/L	Yes	
GSTR0002	75-69-4	Trichlorofluoromethane	annually			mg/L	Yes	
GSTR0002	7440-62-2	Vanadium, Total	annually			mg/L	Yes	
GSTR0002	108-05-4	Vinyl Acetate	annually			mg/L	Yes	
GSTR0002	75-01-4	Vinyl Chloride	annually		0.002	mg/L	Yes	

PERMIT

Subject Item	CAS Number	Parameter	Frequency	Lower Limit	Upper Limit	Units	Statistical Limit	Report Only
GSTR0002	1330-20-7	Xylenes (Total)	annually			mg/L	Yes	
GSTR0002	7440-66-6	Zinc, Total (as Zn)	annually			mg/L	Yes	
GSTR0002		pH	quarterly			S.U.	Yes	
GSTR0002	156-60-5	trans-1,2-Dichloroethylene	annually			mg/L	Yes	
GSTR0002	10061-02-6	trans-1,3-Dichloropropene	annually			mg/L	Yes	

Surface Water Monitoring Limits:

Subject Item	CAS Number	Parameter	Frequency	Lower Limit	Upper Limit	Units	Statistical Limit	Report Only
GMNP0001		Carbon, Total Organic	quarterly			mg/L		Yes
GMNP0001		Chemical Oxygen Demand (COD)	quarterly			mg/L		Yes
GMNP0001	16887-00-6	Chloride	quarterly			mg/L		Yes
GMNP0001	7439-89-6	Iron, Total (as Fe)	quarterly			mg/L		Yes
GMNP0001	7440-23-5	Sodium	quarterly			mg/L		Yes
GMNP0001		Solids, Total	quarterly			mg/L		Yes
GMNP0001		Solids, Total Dissolved	quarterly			mg/L		Yes
GMNP0001		Solids, Total Suspended (TSS)	quarterly			mg/L		Yes
GMNP0001		Specific Conductance	quarterly			umhos/cm		Yes
GMNP0001	14808-79-8	Sulfate	quarterly			mg/L		Yes
GMNP0001		pH	quarterly			S.U.		Yes

Table 1
Well Construction Summary
LFUCG Haley Pike Landfill, Lexington, Fayette County, Kentucky
AI# 1068, Solid Waste Permit # 034-00007
AMEC Project 7362-13-2040

Well No.	AKGWA No.	Date Installed	Drilling Company	Drilling Method	2013 Coordinate Northing	2013 Coordinate Easting	Reported Top of Casing Elev. (TTI 2004*) (ft MSL)	2013 Top of PVC Casing (MP) Elevation (ft NAVD88)	2013 Ground Surface Elevation (ft NAVD88)	2013 Stick-Up (ft AGS)
Monitoring Wells										
Shallow Wells										
MW-1S	8001-7067	5/26/1995	Geo-Drill	DH Hammer	201488.9	1629179.4	1025.20	1024.07	1021.6	2.5
MW-2S	8001-7069	5/26/1995	Geo-Drill	DH Hammer	202389.6	1626162.5	971.31	970.11	967.7	2.5
MW-3S	8001-7070	5/26/1995	Geo-Drill	DH Hammer	202772.1	1625513.7	959.24	958.58	956.1	2.5
MW-5S	8001-7073	5/26/1995	Geo-Drill	DH Hammer	205719.7	1627964.9	995.10	993.90	992.2	1.7
Bedrock Wells										
MW-2D	8001-7068	5/26/1995	Geo-Drill	DH Hammer	202386.7	1626178.0	971.24	970.18	967.9	2.3
MW-3D	8001-5448	5/23/1995	FMSM	Air Rotary	202782.4	1625507.9	959.64	958.14	955.8	2.4
MW-4D	8001-5455	5/23/1995	FMSM	Air Rotary	204221.7	1625816.2	959.08	958.11	955.7	2.4
Supply Well										
A10 (West Well)	8002-8915	Feb-1977	Faulkner	Air Rotary	---	---	956	---	---	---

Notes:

BMP = Below Measuring Point (top of PVC casing, north side)

AGS = Above Ground Surface

BGS = Below Ground Surface

* Source: Closure Plan (TTI, August 2004, Table 5).

2013 coordinates and elevations based on survey performed by Endris Engineering on October 10, 2013

MSL = Mean Sea Level, equivalent to USGS Datum, also known as National Geodetic Vertical Datum of 1929 (NAVD29).

NAVD88 = North American Vertical Datum of 1988

To convert elevations, add 0.489 feet to the elevation in NAVD88 to get the elevation in MSL

Table 1
Well Construction Summary
LFUCG Haley Pike Landfill, Lexington, Fayette County, Kentucky
AI# 1068, Solid Waste Permit # 034-00007
AMEC Project 7362-13-2040

Well No.	Reported Depth to Bedrock (ft BGS)	Reported Well Depth (Drill Log) (ft BGS)	Well Depth (ft BMP)	Reported Screened Interval (ft BGS)	Reported Screen Length (ft)	Casing and Screen Diameter (inches)	Estimated Top of Screen Elevation (ft NAVD88)	Estimated Well Bottom Elevation (ft NAVD88)	Estimated Top of Bedrock Elevation (ft NAVD88)
Monitoring Wells									
Shallow Wells									
MW-1S	9.9	11.4	13.9	6.4 - 11.4	5.0	4	1015.2	1010.2	1012
MW-2S	6.9	8.8	11.3	4.8 - 8.8	4.0	4	962.9	958.9	961
MW-3S	6.8	8.3	10.8	5.3 - 8.3	3.0	4	950.8	947.8	949
MW-5S	9.5	11.4	13.1	6.4-11.4	5.0	4	985.8	980.8	983
Bedrock Wells									
MW-2D	7.8	30.9	33.2	20.9 - 30.9	10.0	4	947.0	937.0	960
MW-3D	6.8	22.9	25.3	12.7 - 22.9	10.2	4	943.1	932.9	949
MW-4D	6.0	29.7	32.1	19.5 - 29.7	10.2	4	936.2	926.0	950
Supply Well									
A10 (West Well)	---	160	---	open hole	150	6	---	---	---

Prepared by: ALD 10/22/2013

Checked by: JAM 11/6/2013

Table 2
Water Level Gauging Data
LFUCG Haley Pike Landfill, Lexington, Fayette County, Kentucky
Al# 1068, Solid Waste Permit # 034-00007
AMEC Project No. 7362-13-2040

Well No.	MP Elevation (ft NAVD88)	Depth to							
		Well Bottom (ft BMP)	Depth to Bedrock (ft BMP)						
MW-1S	1024.07	13.9	12.4						
MW-2S	970.11	11.3	9.4						
MW-3S	958.58	10.8	9.3						
MW-5S	993.9	13.1	11.2						
MW-2D	970.18	33.2	10.1						
MW-3D	958.14	27.9	9.2						
MW-4D	958.11	32.1	8.4						
Static Depth to Water (ft BMP)									
	9/20/2013	9/23/2013	9/24/2013	9/25/2013	9/26/2013	9/27/2013	10/25/2013	Low Water*	High Water*
MW-1S	---	13.37	10.58	10.83	11.11	---	10.69	11.71	6.04
MW-2S	7.91	---	7.91	7.90	7.87	---	7.94	9.47	5.42
MW-3S	8.18	10.03	9.75	---	10.05	---	8.10	8.81	4.87
MW-5S	9.18	---	8.98	9.44	9.17	9.09	8.41	10.46	3.04
MW-2D	18.17	18.09	18.04	18.02	18.11	18.20	16.98	18.48	10.26
MW-3D	14.99	14.89	14.91	14.89	14.96	14.98	14.85	14.92	6.97
MW-4D	14.52	14.40	14.45	14.50	14.42	15.12	14.37	14.45	6.81
Static Water Level Elevation (ft NAVD88)									
	9/20/2013	9/23/2013	9/24/2013	9/25/2013	9/26/2013	9/27/2013	10/25/2013	Low Water*	High Water*
MW-1S	---	956.74	959.53	959.28	959.00	---	959.42	958.40	964.07
MW-2S	962.20	---	962.20	962.21	962.24	---	962.17	960.64	964.69
MW-3S	961.93	960.08	960.36	---	960.06	---	962.01	961.30	965.24
MW-5S	960.93	---	961.13	960.67	960.94	961.02	961.70	959.65	967.07
MW-2D	951.94	952.02	952.07	952.09	952.00	951.91	953.13	951.63	959.85
MW-3D	955.12	955.22	955.20	955.22	955.15	955.13	955.26	955.19	963.14
MW-4D	955.59	955.71	955.66	955.61	955.69	954.99	955.74	955.66	963.30
Height of Standing Water (ft)									
	9/20/2013	9/23/2013	9/24/2013	9/25/2013	9/26/2013	9/27/2013	10/25/2013	Low Water*	High Water*
MW-1S	---	0.5	3.3	3.1	2.8	---	3.2	2.2	7.9
MW-2S	3.4	---	3.4	3.4	3.4	---	3.4	1.8	5.9
MW-3S	2.6	0.8	1.1	---	0.8	---	2.7	2.0	5.9
MW-5S	3.9	---	4.1	3.7	3.9	4.0	4.7	2.6	10.1
MW-2D	15.0	15.1	15.2	15.2	15.1	15.0	16.2	14.7	22.9
MW-3D	12.9	13.0	13.0	13.0	12.9	12.9	13.1	13.0	20.9
MW-4D	17.6	17.7	17.7	17.6	17.7	17.0	17.7	17.7	25.3

Notes:

--- Data not available

ft = feet

BMP = Below Measuring Point (top of PVC casing, north side)

NAVD88 = North American Vertical Datum of 1988

* = Lowest (Fall 2010) and highest (Fall 2011) water levels measured during period of AMEC monitoring (since early 2009)

Prepared by: ALD 11/5/2013

Checked by: JAM 11/6/2013

Table 3
Well Yield Testing Data
AI # 1068, Solid Waste Permit # 034-00007
 AMEC Project No. 7362-13-2040

Well No.	Depth to Well Bottom <i>(ft BMP)</i>	Static Depth to Water 10/25/2013 <i>(ft BMP)</i>	Height of Water Column 10/25/2013 <i>(ft)</i>	Maximum Depth to Water 10/25/2013 <i>(ft BMP)</i>	Maximum Draw-down <i>(ft)</i>	Recovered Depth to Water <i>(ft)</i>	Height of Recovered Water Column <i>(ft)</i>	Volume Removed / Recovered <i>(ft3)</i>	Volume Removed / Recovered <i>(L)</i>	Volume Removed / Recovered <i>(gal)</i>	Time Elapsed <i>(min)</i>	Yield <i>(mL/min)</i>	Yield <i>(gpm)</i>	Specific Capacity <i>(gpm/ft)</i>
Shallow														
MW-1S	13.9	10.69	3.2	13.87	3.18	13.09	0.78	0.12	3.4	0.9	96	35	0.009	0.0029
MW-2S	11.3	7.94	3.4	11.42	3.48	10.12	1.30	0.20	5.6	1.5	10	560	0.15	0.042
MW-3S	10.8	8.10	2.7	10.71	2.61	9.55	1.16	0.18	5.0	1.3	44	114	0.030	0.011
MW-5S	13.1	8.41	4.7	13.00	4.59	11.38	1.62	0.25	7.0	1.8	10	698	0.184	0.040
Bedrock														
MW-2D	33.2	16.98	16.2	33.53	16.55	30.00	3.53	0.54	15	4.0	10	1,520	0.40	0.024
MW-3D	27.9	14.85	13.1	16.45	1.6	---	---	---	87	23	12.5	6,965	1.8	1.2
MW-4D	32.1	14.37	17.7	32.17	17.80	23.97	8.20	1.25	35	9.3	16	2,207	0.58	0.033

Notes:

--- Data not available or not applicable

Prepared by: ALD 10/29/2013

Checked by: JAM 11/6/2013

Table 4
Summary of Hydraulic Testing Results
LFUCG Haley Pike Landfill, Lexington, Fayette County, Kentucky
AI# 1068, Solid Waste Permit # 034-00007
AMEC Project 7362-13-2040

Well No.	Well Test Hydraulic Conductivity	Well Test Hydraulic Conductivity	Saturated Thickness	Transmissivity	Yield	Yield	Specific Capacity
	<i>(cm/sec)</i>	<i>(ft/day)</i>	<i>(ft)</i>	<i>(ft²/day)</i>	<i>(mL/min)</i>	<i>(gpm)</i>	<i>(gpm/ft)</i>
Shallow							
MW-1S	2.63E-05	0.07	3.7	0.3	35	0.009	0.0029
MW-2S	3.55E-04	1.0	3.8	3.8	560	0.15	0.042
MW-3S	8.88E-04	2.5	1.3	3.3	114	0.030	0.011
MW-5S	1.42E-04	0.40	4.4	1.8	698	0.18	0.040
Bedrock							
MW-2D	2.62E-04	0.74	16.1	12	1,520	0.40	0.024
MW-3D	1.20E-02	34	13.0	442	6,965	1.8	1.2
MW-4D	2.85E-04	0.81	18.3	15	2,207	0.58	0.033

Prepared by: ALD 11/5/2013

Checked by: JAM 11/6/2013

PERMIT

Variances, Alternate Specifications and Special Conditions:

1. General: This contained landfill activity (Unit 2, Phase 1) is for a construction permit only and must follow the approved plans during construction. [401 KAR 47:120 Section 2]

County Sources - The owner or operator may accept waste as authorized by the cabinet pursuant to KRS 224 and/or 401 KAR Chapter 47 from the following counties:

Kentucky: Fayette, Jessamine, Scott

Approved Applications - The owner or operator shall comply with applicable statutes and regulations and the following approved applications:

1. 03-29-1995 - Modification - APE19950001, LC2MOMJ2 (see LR1MOMJ2 - same application)
2. 03-05-1996 - Modification - APE19940001, LC2MOMJ1
3. 04-24-1998 - Permit Renewal - APE19970001, LC2PR1
4. 01-12-2005 - Permit Renewal - APE20020001, LC2PR2
5. 12-04-2008 - Permit Renewal - APE20080001
6. 07-16-2013 - Minor Modification - Groundwater Monitoring Plan - Well Removal - APE20130001
7. 11-14-2013 - Permit Renewal - APE20130002
8. 12-06-2018 - Permit Renewal - APE20180002

Financial Assurance**ACTV0003 - Financial Assurance**

The following is a history of the financial assurance for this facility:

1. 12-20-2006 - Budget, \$856,450.00
2. 12-03-2008 - Budget, \$24,569,390.00
3. 02-19-2010 - Budget, \$24,569,390.00
4. 08-02-2013 - Budget, \$5,858,760.00
5. 10-27-2016 - Budget, \$16,000,000.00
6. 06-05-2018 - Budget, \$18,340,619.00

Monitoring Conditions**GSTR0001 - Groundwater Monitoring - Groundwater Monitoring Group**

Group Members: STRC0007 - Well MW-01D; STRC0008 - Well MW-03D; STRC0010 - Well MW-06D; STRC0011 - Well MW-01S; STRC0012 - Well MW-02D; STRC0013 - Well MW-02S; STRC0014 - Well MW-03S; STRC0015 - Well MW-04S; STRC0016 - Well MW-05D; STRC0017 - Well MW-05S; STRC0018 - Well MW-06S

Standard Requirements:

1. The owner or operator shall satisfy the requirements of 401 KAR 48:300 for all wastes (or constituents

PERMIT

thereof) contained in waste management units at the facility regardless of the time waste was placed in such unit. [401 KAR 48:300 Section 1]

2. The owner or operator shall monitor groundwater on the approved schedule at each approved groundwater monitoring location in accordance with 401 KAR 48:300, the permit, and the approved plans. A table summarizing the parameters to be monitored, their respective limits and monitoring frequency is included herein. [401 KAR 48:300, 401 KAR 47:120 Section 1]

3. The owner or operator shall conduct statistical analysis of the groundwater data in accordance with 401 KAR 48:300 Section 9 and the approved applications. The statistical test chosen shall be conducted separately for each parameter in each well for each monitoring event. The results shall be maintained as part of the facility record throughout the operating and postclosure life of the facility. [401 KAR 48:300 Section 9, 401 KAR 47:120 Section 1]

4. The groundwater analytical data and statistical analysis report shall be submitted on forms provided by the cabinet, within sixty (60) days after sampling or 15 days of the completion of statistical analysis, whichever is sooner. [401 KAR 48:300 Section 7, 401 KAR 47:120 Section 1]

5. Metal criteria shall be total metals to be measured in an unfiltered sample. [401 KAR 47:030 Section 6(1)]

6. The permittee shall monitor other parameters as required by the cabinet. [401 KAR 48:300 Section 11(3)]

7. If the analysis of groundwater sample results indicates contamination (i.e., a statistical or MCL exceedence) as specified in 401 KAR 48:300 Section 8(1), the owner or operator shall notify the cabinet within (forty-eight) 48 hours of receiving the results and shall arrange to split samples no later than ten (10) days from the receipt of the results. [401 KAR 48:300 Section 7]

8. The owner or operator shall be required to prepare and submit a groundwater contamination assessment plan if laboratory analyses of one (1) or more monitoring wells at the site shows the presence of one (1) or more parameters above the maximum contaminant level (MCL) as specified in 401 KAR 47:030 or a statistically significant increase over background levels for parameters that have no MCL. [401 KAR 48:300 Section 8, 401 KAR 47:120 Section 1]

9. The owner or operator shall provide alternate water supplies to all affected parties within twenty-four (24) hours of notification of the cabinet that sample results indicate contamination of a drinking water supply if it has been determined that the site or facility is the probable source of the contamination. [401 KAR 48:300 Section 8]

10. If required by the cabinet, groundwater contamination assessment and corrective action shall be performed in full compliance with all provisions of 401 KAR 48:300 Section 8. [401 KAR 48:300 Section 8]

Variances, Alternate Specifications and Special Conditions:

1. Groundwater monitoring wells shall be constructed and maintained in accordance with 401 KAR 48:300 Section 6, the permit, and the approved plans. [401 KAR 47:120 Section 1, 401 KAR 48:300 Section 6, 401 KAR 6:350]

PERMIT

2. No monitoring well construction, maintenance, or abandonment may be conducted without prior approval by the Division of Waste Management. [401 KAR 47:120 Section 1, 401 KAR 47:120 Section 2, 401 KAR 6:350 Section 12(1)]
3. Only a Kentucky Certified Monitoring Well Driller may construct or abandon monitoring wells. [401 KAR 48:300 Section 7(3), 401 KAR 6:350]
4. The owner or operator shall provide the division a minimum of ten (10) working days advance notice for all groundwater monitoring well construction and abandonment activities. [401 KAR 6:350 Section 12(2)]

GSTR0002 - Groundwater Monitoring - MW-4D Benzene Monitoring Group

Group Members: STRC0009 - Well MW-04D

Standard Requirements:

1. The owner or operator shall satisfy the requirements of 401 KAR 48:300 for all wastes (or constituents thereof) contained in waste management units at the facility regardless of the time waste was placed in such unit. [401 KAR 48:300 Section 1]
2. The owner or operator shall monitor groundwater on the approved schedule at each approved groundwater monitoring location in accordance with 401 KAR 48:300, the permit, and the approved plans. A table summarizing the parameters to be monitored, their respective limits and monitoring frequency is included herein. [401 KAR 48:300, 401 KAR 47:120 Section 1]
3. The owner or operator shall conduct statistical analysis of the groundwater data in accordance with 401 KAR 48:300 Section 9 and the approved applications. The statistical test chosen shall be conducted separately for each parameter in each well for each monitoring event. The results shall be maintained as part of the facility record throughout the operating and postclosure life of the facility. [401 KAR 48:300 Section 9, 401 KAR 47:120 Section 1]
4. The groundwater analytical data and statistical analysis report shall be submitted on forms provided by the cabinet, within sixty (60) days after sampling or 15 days of the completion of statistical analysis, whichever is sooner. [401 KAR 48:300 Section 7, 401 KAR 47:120 Section 1]
5. Metal criteria shall be total metals to be measured in an unfiltered sample. [401 KAR 47:030 Section 6(1)]
6. The permittee shall monitor other parameters as required by the cabinet. [401 KAR 48:300 Section 11(3)]
7. If the analysis of groundwater sample results indicates contamination (i.e., a statistical or MCL exceedence) as specified in 401 KAR 48:300 Section 8(1), the owner or operator shall notify the cabinet within (forty-eight) 48 hours of receiving the results and shall arrange to split samples no later than ten (10) days from the receipt of the results. [401 KAR 48:300 Section 7]

PERMIT

8. The owner or operator shall be required to prepare and submit a groundwater contamination assessment plan if laboratory analyses of one (1) or more monitoring wells at the site shows the presence of one (1) or more parameters above the maximum contaminant level (MCL) as specified in 401 KAR 47:030 or a statistically significant increase over background levels for parameters that have no MCL. [401 KAR 48:300 Section 8, 401 KAR 47:120 Section 1]
9. The owner or operator shall provide alternate water supplies to all affected parties within twenty-four (24) hours of notification of the cabinet that sample results indicate contamination of a drinking water supply if it has been determined that the site or facility is the probable source of the contamination. [401 KAR 48:300 Section 8]
10. If required by the cabinet, groundwater contamination assessment and corrective action shall be performed in full compliance with all provisions of 401 KAR 48:300 Section 8. [401 KAR 48:300 Section 8]

Variations, Alternate Specifications and Special Conditions:

1. Benzene: Monitoring well MW-4 D shall additionally be monitored quarterly for benzene for a duration of two (2) years. [401 KAR 47:120 Section 1(9)(d)]
2. Groundwater monitoring wells shall be constructed and maintained in accordance with 401 KAR 48:300 Section 6, the permit, and the approved plans. [401 KAR 47:120 Section 1, 401 KAR 48:300 Section 6, 401 KAR 6:350]
3. No monitoring well construction, maintenance, or abandonment may be conducted without prior approval by the Division of Waste Management. [401 KAR 47:120 Section 1, 401 KAR 47:120 Section 2, 401 KAR 6:350 Section 12(1)]
4. Only a Kentucky Certified Monitoring Well Driller may construct or abandon monitoring wells. [401 KAR 48:300 Section 7(3), 401 KAR 6:350]
5. The owner or operator shall provide the division a minimum of ten (10) working days advance notice for all groundwater monitoring well construction and abandonment activities. [401 KAR 6:350 Section 12(2)]

GMNP0001 - Surface Water Monitoring - Surface Water Monitoring Group

Group Members: AIOO1068 –

Standard Requirements:

1. The owner or operator shall monitor surface water in accordance with 401 KAR 48:300 Section 2 and the approved surface water monitoring plan. A table summarizing the parameters to be monitored and the monitoring frequency is included herein. [401 KAR 48:300 Section 2]
2. Surface water corrective action shall be completed by the owner or operator as necessary to comply with 401 KAR 47:030 Section 4. [401 KAR 47:030 Section 4]

PERMIT

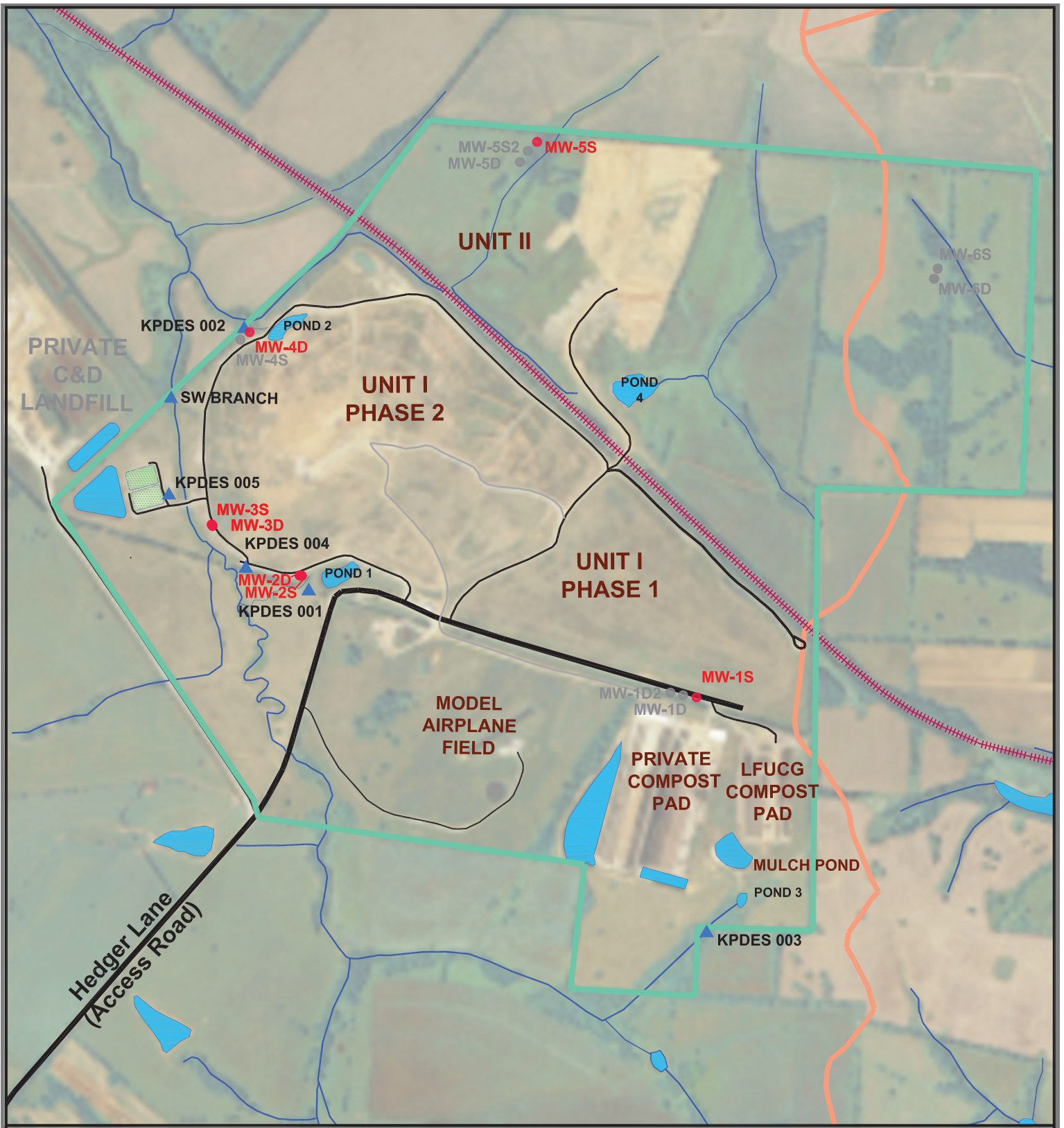
3. Surface water analytical data shall be submitted in the compliance monitoring reports with all other permit-required environmental monitoring results. [401 KAR 48:300 Section 2]
4. Sampling protocol shall measure surface water under base flow conditions that continues to drain after storm-induced runoff has ceased. [401 KAR 48:300 Section 2]
5. The permittee shall monitor other parameters as required by the cabinet. [401 KAR 48:300 Section 2]

GMNP0002 - Methane Monitoring - Methane Monitoring Group

Group Members: AIOO1068 –

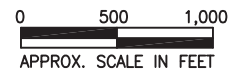
Standard Requirements:

1. **Property Line Explosive Gas Monitoring:** The owner or operator of a contained landfill shall quarterly monitor for explosive gas at locations along the facility property boundary as shown in the permit. [401 KAR 48:090 Section 5(2)(b)]
2. **Quarterly Facility Structure Explosive Gas Monitoring:** The owner or operator of a contained landfill shall monitor quarterly for explosive gas underneath or in the low area of each on-site building. [401 KAR 48:090 Section 5(2)(a)]
3. **Continuous Facility Structure Explosive Gas Monitoring:** The owner or operator shall install, operate, and maintain a gas detector with an alarm set at twenty-five (25) percent of the lower explosive limit in each on-site building. [401 KAR 48:090 Section 5(4)]
4. **Passive Gas Vent Explosive Gas Monitoring:** The owner or operator of a contained landfill shall quarterly monitor for explosive gas at each passive gas vent installed under the final closure cap. [401 KAR 48:090 Section 5(2)(c)]
5. **Problem Area Explosive Gas Monitoring:** The owner or operator of a contained landfill shall quarterly monitor for explosive gas at any potential gas problem areas, as revealed by dead vegetation or other indicators. [401 KAR 48:090 Section 5(2)(d)]
6. **Other Explosive Gas Monitoring:** The owner or operator of a contained landfill shall monitor quarterly for explosive gas at any other points required by the Cabinet in the permit. [401 KAR 48:090 Section 5(2)(e)]
7. **Exceedences:** If methane gas levels exceeding twenty-five (25) percent of the lower explosive limits (LEL) for methane in facility structures (excluding gas control or recovery system components) or the lower explosive limit for methane at the facility property boundary are detected, the owner or operator shall, within fourteen days, submit to the Cabinet for approval a remediation plan for the methane gas releases. The plan shall describe the extent of the problem and the proposed remedy. The plan shall be implemented upon approval by the Cabinet. [401 KAR 48:090 Section 5(5)(c)]



LEGEND

- Road
- Property Line
- ▲ Surface Water Sampling Point
- ⋯ Railroad
- Stream Line
- Monitoring Well
- County Line
- ▭ Pond
- Former Monitoring Well (Abandoned 2013)



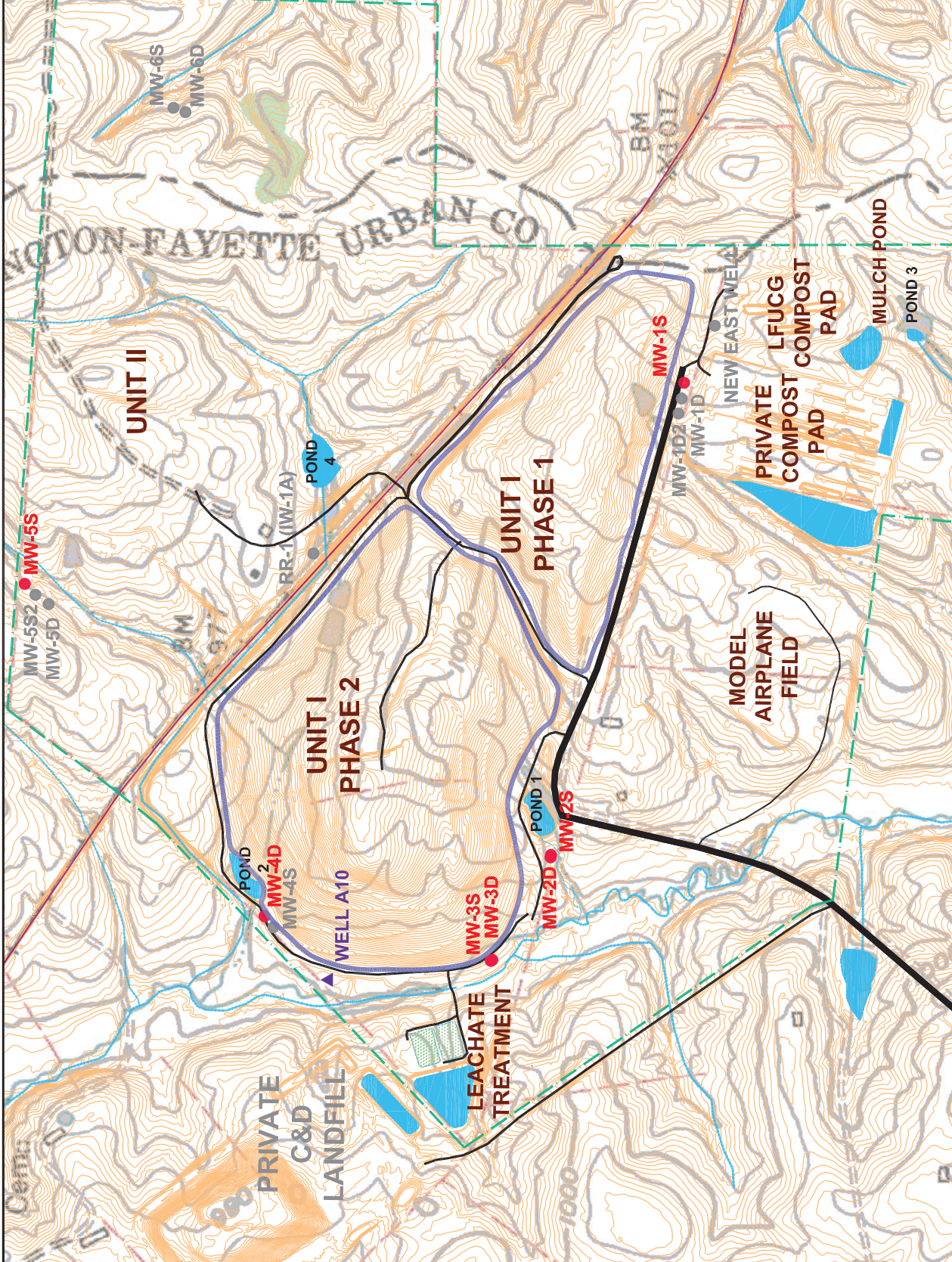
SOURCE: KY DIVISION OF GEOGRAPHIC INFORMATION, PHOTO SCIENCE, INC., 2006

amec
 2456 Fortune Drive, Suite 100
 Lexington, Kentucky 40509
 Phone: (859) 255-3308

LANDFILL AREA MAP
 LFUGG HALEY PIKE LANDFILL
 FAYETTE COUNTY, KENTUCKY
 PROJECT NUMBER: 3111-09-0547

SCALE (APPROX.)	1" = 1,000'
DATE	10/25/2013
DRAWN BY	CSRP
APPROVED BY	ALD

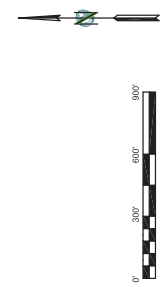
FIG. 2



- LEGEND**
- FACILITY PROPERTY BOUNDARY (APPROXIMATE)
 - LIMITS OF FILL (APPROXIMATE)
 - EXISTING WELL (PERMITTED GROUNDWATER MONITORING NETWORK)
 - ABANDONED WELL (APPROXIMATE LOCATION)
 - ▲ SUPPLY WELL



NOTES:
 TOPOGRAPHIC CONTOUR LINES IN GRAY ARE FROM USGS 7.5 MINUTE TOPOGRAPHIC QUADRANGLE MAP, CLINTONVILLE, 1985.
 TOPOGRAPHIC CONTOUR LINES IN BROWN ARE FROM RECENT (2012) TOPOGRAPHIC SURVEY PROVIDED BY LFUGC.



WELL LOCATION MAP
 LFUGC HALEY PIKE LANDFILL
 LEXINGTON, KENTUCKY
 AI # 1068, SW PERMIT # 034-00007
 PROJECT NUMBER: 7362-13-2040

SCALE	1" = 600'
DATE	11/05/2013
DRAWN BY	CSRP
APPROVED BY	ALD

FIG. 2



1. EFFLUENT AND MONITORING REQUIREMENTS

1.1. Monitoring Locations

The following table lists the outfalls authorized by this permit, the latitude and longitude of each and the DOW assigned KPDES outfall number.

MONITORING LOCATIONS					
Number	Type	Latitude (N)	Longitude (W)	Receiving Waters	Description of Outfall
001	Direct	38°03'21"	84°17'55"	Unnamed tributary to UT of North Elkhorn Creek	Storm water runoff only
002	Direct	38°03'39"	84°18'0.8"	Unnamed tributary to UT of North Elkhorn Creek	Storm water runoff only
003	Direct	38°02'58"	84°17'16"	Unnamed tributary to UT of North Elkhorn Creek	Accumulated compost water and storm water runoff
004	Direct	38°03'22"	84°18'03"	Unnamed tributary to North Elkhorn Creek	Storm water runoff only
005	Direct	38°03'22"	84°18'10"	Unnamed tributary to North Elkhorn Creek	Landfill Leachate
006	Direct	38°03'12.95"	84°17'24.77"	Unnamed tributary to UT of North Elkhorn Creek	Storm water runoff only

1.2. Effluent Limitations and Monitoring Requirements

Beginning on the effective date and lasting through the term of this permit discharges from Outfall 001 shall comply with the effluent limitations.

Effluent Characteristic	EFFLUENT LIMITATIONS						MONITORING REQUIREMENTS		
	Loadings (lbs/day)		Concentrations (specify units)				Monitoring Frequency	Sample Type	
	Monthly Average	Weekly Average	Minimum	Monthly Average	Daily Maximum	Maximum			
Effluent Flow (MGD)	Report	Report	N/A	N/A	N/A	N/A	1/Quarter	Instantaneous	
Total Suspended Solids (mg/l)	N/A	N/A	N/A	Report	100	N/A	1/Quarter	Grab	
Total Recoverable Iron (mg/l)	N/A	N/A	N/A	Report	Report	N/A	1/Quarter	Grab	
Total Recoverable Cadmium (µg/l)	N/A	N/A	N/A	Report	Report	N/A	1/Quarter	Grab	
Hardness (as mg/l CaCO ₃)	N/A	N/A	N/A	Report	Report	N/A	1/Quarter	Grab	
pH (standard units)	N/A	N/A	6.0	N/A	N/A	9.0	1/Quarter	Grab	

Beginning on the effective date and lasting through the term of this permit discharges from Outfall 002 shall comply with the effluent limitations.

EFFLUENT LIMITATIONS			MONITORING REQUIREMENTS	
Effluent Characteristic	Loadings (lbs/day)	Concentrations (specify units)	Monitoring Frequency	Sample Type

Effluent Characteristic	Monthly Average		Weekly Average		Minimum	Monthly Average	Daily Maximum	Maximum	Sample Type	
	Report	N/A	Report	N/A						Report
Effluent Flow (MGD)	Report	N/A	Report	N/A	N/A	N/A	N/A	N/A	1/Quarter	Instantaneous
Total Suspended Solids (mg/l)	N/A	N/A	N/A	N/A	N/A	Report	100	N/A	1/Quarter	Grab
Total Recoverable Iron (mg/l)	N/A	N/A	N/A	N/A	N/A	Report	Report	N/A	1/Quarter	Grab
Total Recoverable Cadmium (µg/l)	N/A	N/A	N/A	N/A	N/A	Report	Report	N/A	1/Quarter	Grab
Hardness (as mg/l CaCO ₃)	N/A	N/A	N/A	N/A	N/A	Report	Report	N/A	1/Quarter	Grab
pH (standard units)	N/A	N/A	N/A	N/A	6.0	N/A	N/A	9.0	1/Quarter	Grab

Beginning on the effective date and lasting through the term of this permit discharges from Outfall 003 shall comply with the effluent limitations.

EFFLUENT LIMITATIONS										MONITORING REQUIREMENTS	
Effluent Characteristic	Loadings (lbs/day)		Concentrations (specify units)				Monitoring Frequency	Sample Type			
	Monthly Average	Weekly Average	Minimum	Monthly Average	Daily Maximum	Maximum					
Effluent Flow (MGD)	Report	Report	N/A	N/A	N/A	N/A	1/Month	Instantaneous			
Total Suspended Solids (mg/l)	N/A	N/A	N/A	Report	100	N/A	1/Month	Grab			
Total Recoverable Iron (mg/l)	N/A	N/A	N/A	Report	Report	N/A	1/Month	Grab			
Total Recoverable Cadmium (µg/l)	N/A	N/A	N/A	Report	Report	N/A	1/Month	Grab			
Hardness (as mg/l CaCO ₃)	N/A	N/A	N/A	Report	Report	N/A	1/Month	Grab			
Ammonia, (as mg/l NH ₃ N)											
May 1 – October 31	N/A	N/A	N/A	4	6	N/A	1/Month	Grab			
November 1 – April 30	N/A	N/A	N/A	10	15	N/A	1/Month	Grab			
CBOD ₅ (mg/l)	N/A	N/A	N/A	20	30	N/A	1/Month	Grab			
Total Phosphorus (mg/l)	N/A	N/A	N/A	Report	Report	N/A	1/Month	Grab			
Dissolved Oxygen, mg/l (minimum)	N/A	N/A	7.0	N/A	N/A	N/A	1/Month	Grab			
pH (standard units)	N/A	N/A	6.0	N/A	N/A	9.0	1/Month	Grab			

Beginning on the effective date and lasting through the term of this permit discharges from Outfall 004 shall comply with the effluent limitations.

EFFLUENT LIMITATIONS										MONITORING REQUIREMENTS	
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Effluent Characteristic	Loadings (lbs/day)		Concentrations (specify units)				Monitoring Frequency	Sample Type
	Monthly Average	Weekly Average	Minimum	Monthly Average	Daily Maximum	Maximum		
	Effluent Flow (MGD)	Report	Report	N/A	N/A	N/A		
Total Suspended Solids (mg/l)	N/A	N/A	N/A	Report	100	N/A	1/Quarter	Grab
Total Recoverable Iron (mg/l)	N/A	N/A	N/A	Report	Report	N/A	1/Quarter	Grab
Total Recoverable Cadmium (µg/l)	N/A	N/A	N/A	Report	Report	N/A	1/Quarter	Grab
Hardness (as mg/l CaCO ₃)	N/A	N/A	N/A	Report	Report	N/A	1/Quarter	Grab
pH (standard units)	N/A	N/A	6.0	N/A	N/A	9.0	1/Quarter	Grab

Beginning on the effective date and lasting through the term of this permit discharges from Outfall 005 shall comply with the effluent limitations.

Effluent Characteristic	EFFLUENT LIMITATIONS						MONITORING REQUIREMENTS	
	Loadings (lbs/day)		Concentrations (specify units)				Monitoring Frequency	Sample Type
	Monthly Average	Daily Maximum	Minimum	Monthly Average	Daily Maximum	Maximum		
Effluent Flow (MGD)	N/A	N/A	N/A	Report	Report	N/A	1/Month	Instantaneous
Total Suspended Solids, mg/l	N/A	N/A	N/A	27	88	N/A	1/Month	Grab
BOD ₅ , mg/l	N/A	N/A	N/A	37	140	N/A	1/Month	Grab
Ammonia, as mg/l N	N/A	N/A	N/A	3.36	10	N/A	1/Month	Grab
α-Terpineol, mg/l	N/A	N/A	N/A	0.016	0.033	N/A	1/Month	Grab
Benzoic acid, mg/l	N/A	N/A	N/A	0.071	0.12	N/A	1/Month	Grab
p-Cresol, mg/l	N/A	N/A	N/A	0.014	0.025	N/A	1/Month	Grab
Phenol, mg/l	N/A	N/A	N/A	0.015	0.026	N/A	1/Month	Grab
Total Recoverable Zinc, µg/l	N/A	N/A	N/A	110	119.65	N/A	1/Month	Grab
Total Recoverable Iron, µg/l	N/A	N/A	N/A	Report	Report	N/A	1/Month	Grab
Hardness (as mg/l of CaCO ₃)	N/A	N/A	N/A	Report	Report	N/A	1/Month	Grab
pH (standard units)	N/A	N/A	6.0	N/A	N/A	9.0	1/Month	Grab

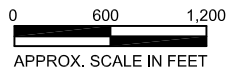
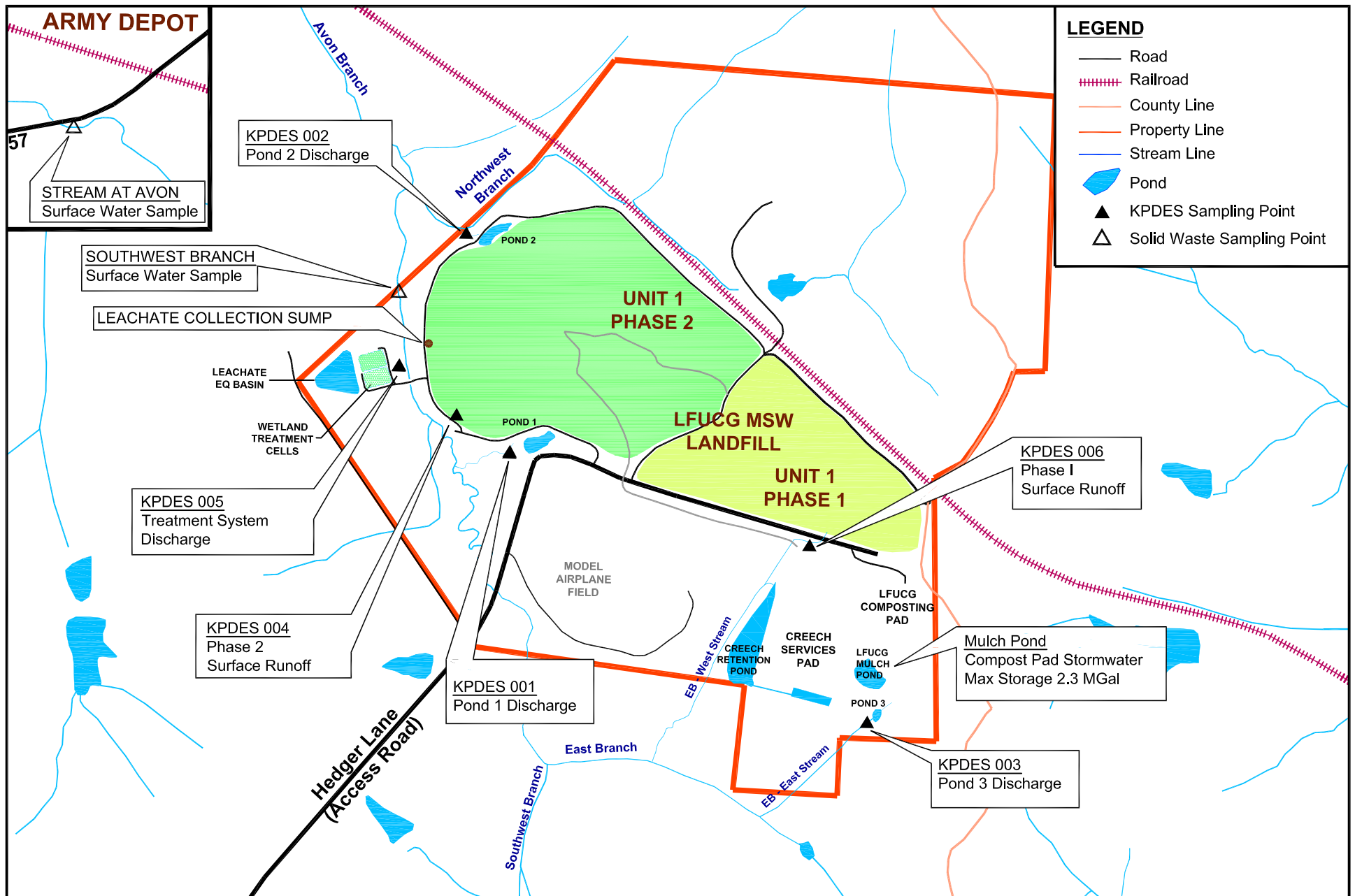
Beginning on the effective date and lasting through the term of this permit discharges from Outfall 006 shall comply with the effluent limitations.

Effluent Characteristic	EFFLUENT LIMITATIONS						MONITORING REQUIREMENTS	
	Loadings (lbs/day)		Concentrations (specify units)			Monitoring Frequency	Sample Type	
	Monthly Average	Weekly Average	Minimum	Monthly Average	Daily Maximum			Maximum
Effluent Flow (MGD)	Report	Report	N/A	N/A	N/A	1/Quarter	Instantaneous	
Total Suspended Solids (mg/l)	N/A	N/A	N/A	Report	100	1/Quarter	Grab	
Total Recoverable Iron (mg/l)	N/A	N/A	N/A	Report	Report	1/Quarter	Grab	
Total Recoverable Cadmium (µg/l)	N/A	N/A	N/A	Report	Report	1/Quarter	Grab	
Total Recoverable Lead (µg/l)	N/A	N/A	N/A	Report	Report	1/Quarter	Grab	
Hardness (as mg/l CaCO ₃)	N/A	N/A	N/A	Report	Report	1/Quarter	Grab	
pH (standard units)	N/A	N/A	6.0	N/A	N/A	1/Quarter	Grab	

1.3. Standard Effluent Requirements

The discharges to waters of the Commonwealth shall not produce floating solids, visible foam or a visible sheen on the surface of the receiving waters.

Samples and measurements taken in accordance with the requirements of specified Section 1.2 shall be representative of the volume and nature of the monitored discharge and shall be taken at nearest accessible point after final treatment, but prior to actual discharge to or mixing with the receiving waters or wastestreams from other outfalls.



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SURFACE WATER MONITORING POINTS

LFUGC HALEY PIKE LANDFILL
FAYETTE COUNTY, KENTUCKY

PROJECT NUMBER: 3146-10-1272

SCALE (APPROX.)	1" = 1,200'
DATE	10/08/2014
DRAWN BY	CSRP
APPROVED BY	ALD

FIG. 1