



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

ADDENDUM #1

Bid Number: 20-2012

Date: March 19, 2012


Subject: Anniston/Wickland Capital Storm Sewer
Improvements – Phase I

Please address inquiries to:
Betty Landrum (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

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

- 1) See attached Summary of Pre-Bid Meeting held on March 14, 2012.
- 2) Please see attached pdf's for Sheets SD 2.1 & SD 2.4.
- 3) Please see attached Part III – FORM OF PROPOSAL, pages P-2 & P-3. These pages replace the ones in your spec book. These pages identify the Bid # and also include liquidated damages language that is now required under this bid.
- 4) Part II, Page IB-10, in your spec book has been replaced with the attached document--- **REQUIRED SUBMITTALS**. These documents must be submitted with your bid or your bid will be considered non-responsive.
- 5) Page P-25 of your spec book has been removed
- 6) See attached (2) documents relating to the Equal Opportunity Agreement which reference Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640); KRS 45.610 – Hiring Minorities; KRS 45.620 – Action against contractor; KRS 45.630 – Termination of existing employee not required, when; & KRS 45.640 – Minimum skills. These conditions are not made part of this bid.
- 7) Item #30 on the BID SCHEDULE – please see attached specifications and drawing that have been deemed an acceptable alternate by the Project Engineer for the Articulated Block Channel Protection.



 Brian Marcum, Director
 Division of Central Purchasing

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

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE OF BIDDER: _____

PRE-BID MEETING SUMMARY

RE: Bid #20-2012 - Anniston/Wickland Storm Sewer Improvement Program Phase 1
SCB Project No. 1015

DATE: March 14, 2012, 2:00 pm
Town Branch Wastewater Treatment Plant, 301 Lisle Industrial Ave., Lexington, KY

1. **Circulation of Sign-In Sheet**
See Attached

2. **Introductions and Responsibilities**

Greg Lubeck, P.E. made introductions and conducted the meeting according to the following outline:

Owner's Representative(s) – Lexington-Fayette Urban County Government Division of Water Quality – Greg Lubeck, Rick Day; Division of Purchasing - Betty Landrum and Marilyn Clark

Engineers - Sherman-Carter-Barnhart, PSC – Fred Eastridge

3. **Project Schedule**

- Last day for questions 12:00 noon Friday, March 16, 2012.
- Answers to Questions posted by Monday, March 19, 2012.
- Bid Opening Monday, March 26, 2012, 2:00 pm, Division of Central Purchasing.
- Time of completion is 180 calendar days beginning 10 days after notice to proceed

4. **Bidding Requirements**

- Wage rates do apply
- 5% bid bond or certified check payable to Lexington-Fayette Urban County Government
- Bids will be received at the LFUCG Division of Central Purchasing, Third Floor, 200 East Main Street, Lexington, KY 40507.
- Bids received prior to March 26, 2012 at 2:00 p.m. Local Time.

5. **Interpretation and Correction to Bidding Documents**

- Email written questions to Betty Landrum by 12:00 noon March 16, 2012
E-mail Address: bettyb@lexingtonky.gov
- Addenda will be issued by the LFUCG Division of Central Purchasing and distributed by Lynn Imaging.

6. Obtaining Bidding Documents

- Lynn Imaging at (859) 226-5850 (ask for distribution) or website address www.lynnbp.com
- Associated General Contractors of KY, Inc., (859) 231-8453 (Review only)
- Reed Construction Data/ABC, Lexington: (859) 231-8570, Louisville: (800) 762-5703 (Review only)
- United Builders Exchange of Louisville (Review only)
- McGraw-Hill Co./F.W. Dodge (Review only)
- Division of Central Purchasing, Lexington-Fayette Urban County Government (Review only)

7. Product Substitution

- Send written request.
- Provide information to show product is equal in hard copy, no faxes.
- Approval of a manufacturer is not a waiver of compliance with the technical specification requirements.

8. Key Project Information

- Excavate Material in a 1-step process as defined by the contract documents. Contractors shall obtain Land Disturbance Permit for the LFUCG Division of Engineering for the soil disposal site.
- **Contractor responsible for filing NOI** and abiding by all KPDES regulations. Land Disturbance Permit from the LFUCG Division of Engineering, Water Quality approval, and KYDOW sanitary sewer construction permit in hand. Contractor to abide by the conditions of each. In the case of a conflict, the more stringent condition(s) shall apply.
- Clean out sinkholes and protect as shown on the construction documents with "Filtrexx" or approved equal.
- Contractor shall notify Owner of material disposal site and all applicable erosion control measures shall be utilized at disposal site.

9. Owner's Comments

- Contractor to note Pollution Liability and XCU insurance requirements.
- Site access for exploration is to be arranged by contacting Greg Lubeck of the Division of Water Quality at (859) 258-3446 or glubeck@lexingtonky.gov, 24 hours in advance of entering the site. Any area disturbed during exploratory activities is to be restored before leaving the site.
- Betty Landrum will publish a list of the necessary forms the contractors must fill out and signed with their proposals.

10. Engineer's Comments: Fred Eastridge had the following comments:

- This is a mass excavation project with removal of all excavated material offsite.
- The purpose of the project is to provide stormwater storage and eliminate flooding

that has been occurring for many years in the area.

- There is no blasting allowed, the design has minimized rock excavation, but there may be some rock removal. This project is unclassified- all rock removal shall be included in the bid and the contractor may access the site to do further investigation. Contact Greg Lubeck with LFUCG Division of Water Quality for site access 24 hours in advance.
- Preparation and Filing the NOI is the contractor's responsibility. Compliance with all permits and approvals is the contractor's responsibility, including all inspections of the water quality and soil erosion control facilities.
- Water Quality is of the utmost importance. Clean out and protect the sinkholes throughout the construction process.
- Contractor shall construct fence around the Bryan Station Detention Basin to keep children, students and others out of the construction site.
- Maintain the construction entrances to ensure that no mud or debris is tracked onto the public roadway. Clean immediately if this occurs.

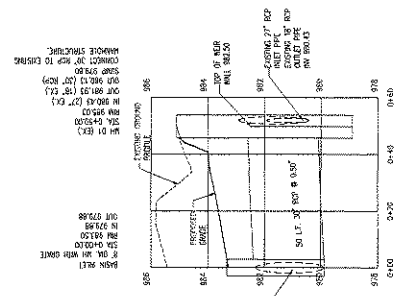
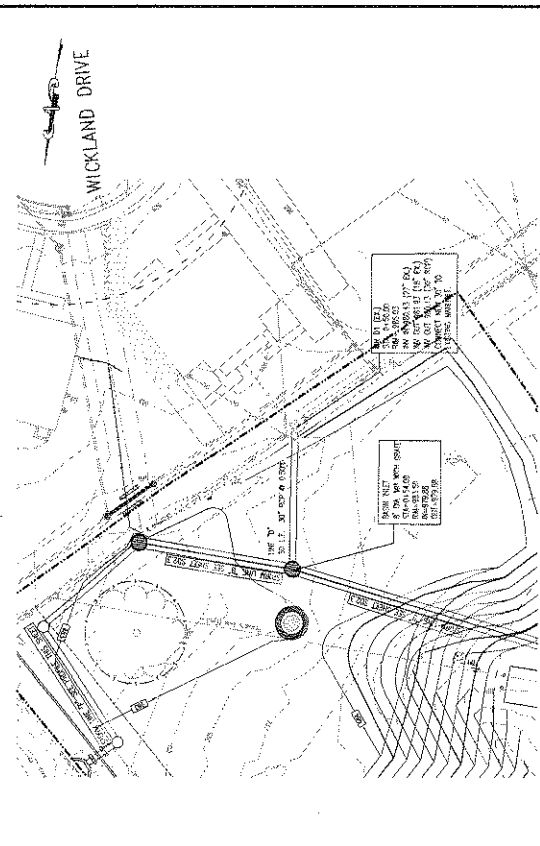
11. Contractor's Questions and Clarifications

- **Question:** Will there be liquated damages?
Answer: Yes, if the LFUCG determines that the contractor is neglecting the project and causing a problem to the neighborhood or Bryan Station High School by the contractor not meeting the construction project completion dead line.
- **Question:** Can the 10% MBE/WBE participation goal be reduced?
Answer: Marilyn Clark is reviewing this question and will provide an answer in the March 19th addendum.
- **Question:** Is there rock sounding information on the project?
Answer: Rock sounding was done by S&ME for the Wickland Detention Basin and the storm sewer to be constructed on Wickland Drive. Sheet SD 2.1 has been revised to indicate the location and depth to refusal. Sheet SD 2.1 included in this addendum.

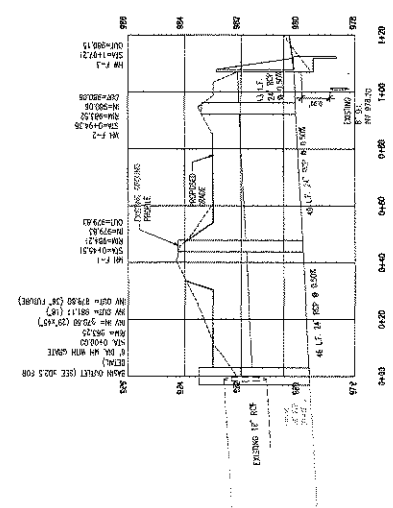
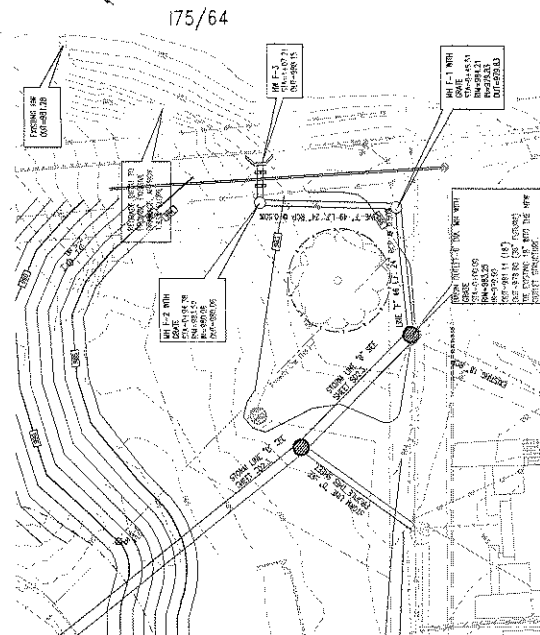
12. Comments from Marilyn Clark regarding MBE/WBE requirements

- There is a 10% participation goal as outlined in the contract documents.
- The division of central purchasing- Marilyn Clark- maintains a database of MBE/WBE companies if you need a reference.

13. Meeting Adjournment.



STORM LINE D



STORM LINE F

SCALE: PLAN 1"=20'
 PROFILE 1"=20'
 PROPERTY SURVEY SCALE: 1"=20'
 DRAWING SCALE: 1"=20'

THIS SHEET AND ALL INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF THE ENGINEER. NO PART OF THIS SHEET IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.

SHEET SD2.4	
PHASE I PROPOSED STORM SEWER LINE PLAN AND PROFILE STORM SEWER LINE "D" AND "F"	
CAPITAL STORM SEWER IMPROVEMENT PROGRAM - 2009 ANNISTON DRIVE AND WICKLAND DRIVE LEXINGTON, FAYETTE COUNTY, KENTUCKY	
REGISTERED PROFESSIONAL ENGINEERS KENTUCKY LICENSE NO. 15033 AND 15034	
DATE: 03/24/11	DRAWN BY: JMM
CHECKED BY: JMM	SCALE: AS SHOWN
PROJECT NO.: 09-001	SHEET NO.: 2 OF 2

PART III

Invitation to Bid #20-2012

ANNISTON/WICKLAND CAPITAL STORM SEWER IMPROVEMENT PROGRAM PHASE I

FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: _____

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

This Proposal Submitted by _____

(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of _____,

doing business as _____

_____ "a corporation," "a partnership", or an "individual" as applicable.

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

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for the **ANNISTON/WICKLAND CAPITAL STORM SEWER IMPROVEMENT PROGRAM PHASE 1**, Lexington, Kentucky, having examined all the bid documents, having examined the site for proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within the time provided in the Purchase Order or Work Orders issued by the OWNER. BIDDER further agrees to pay liquidated damages, the sum of \$250.00 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. ____ Date _____

Addendum No. ____ Date _____

Addendum No. ____ Date _____

Addendum No. ____ Date _____

Addendum No. ____ Date _____

Addendum No. ____ Date _____

Addendum No. ____ Date _____

Addendum No. ____ Date _____

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

22. REQUIRED SUBMITTALS

The following must be submitted with your bid at **minimum** or your bid will be considered non-responsive and rejected:

- Part III – Form of Proposal, P-2, P-3, P-4
 - Affidavit, P-5/6 (must be signed and notarized)
 - Bid Schedule, P-7 – P-13 (original signature)
 - Statement of Qualifications, P-14 – P-16
 - List of Proposed Subcontractors, P-17
 - Non-Collusion/Non-Conflict, P-18/19
 - Statement of Experience, P-20/21
 - EEO Agreement, P-22
 - EEO Affirmative Action Policy, P-23
 - Workforce Analysis Forms – P-24
 - Evidence of Insurability Form, P-26 or Certificate of Insurance
 - MBE/WBE Participation Form, P-32
 - MBE Quote Summary Form, P-34
 - Statement of Good Faith Efforts, P-36

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities – Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

2. DRAFT SPECIFICATIONS

TRI-LOCK EROSION CONTROL SYSTEMS

Articulating Cellular Concrete Block Erosion Control System

1. General. The interlocking cellular concrete block system shall be as described herein, or approved equal design. Any alternative system submitted for approval must include complete design and hydraulic data including test evidence of compliance to the essential design parameters of this specification
2. Compressive strength testing of wet cast blocks shall be performed on cylinders, in accordance with ASTM C-31 and C-39. Compressive strength testing of dry cast blocks shall be performed on cubes cut from random block samples, in accordance with ASTM C-140.
3. Design Parameters.

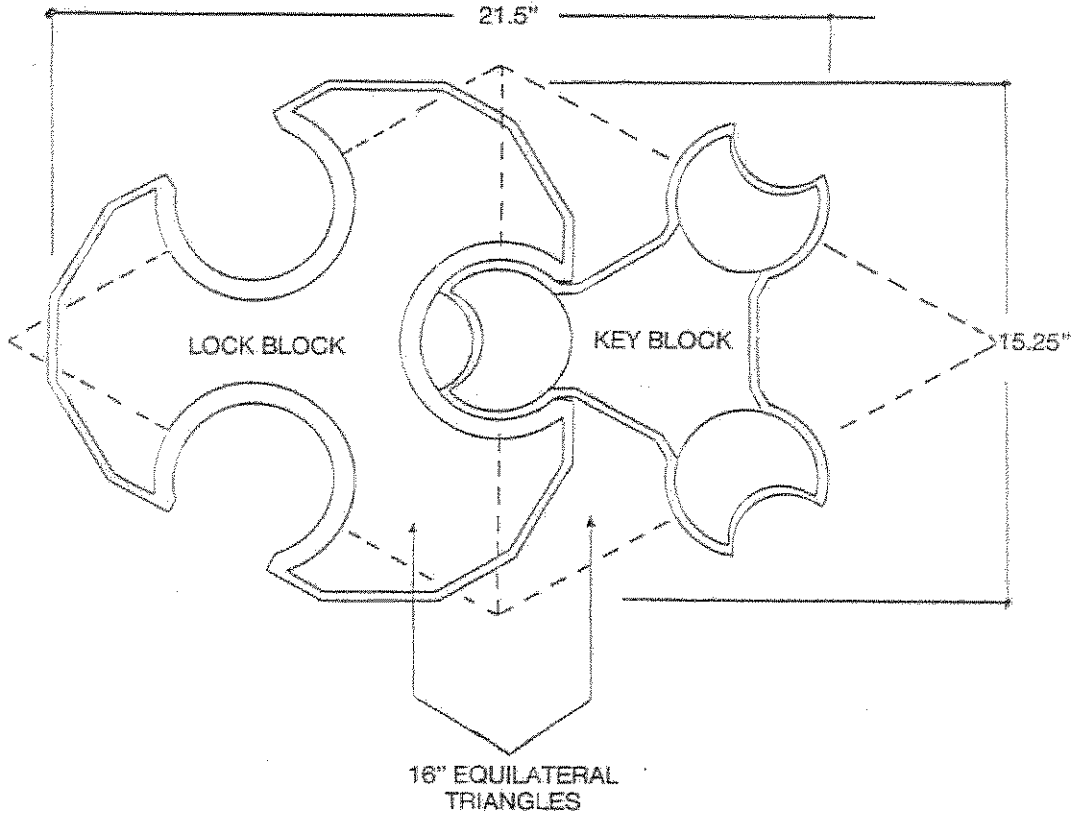
Concrete: The unit weight of the concrete used shall not be less than 125 lbs. per cubic foot on an oven dried basis. Pre-cast concrete and machine made blocks shall have a compressive strength of 4,000 psi minimum. Machine made concrete blocks strength shall be determined by testing random cubes, cut from the body of the block. The cementitious materials shall conform to ASTM designation C-33, except that the grading requirement shall not necessarily apply.

Cellular Concrete Blocks: The Cellular concrete blocks shall be interlocking components dimensioned within a 16¹¹ module. Each component shall lock into a minimum of three adjacent components in a manner which inhibits horizontal movement.

Permeability: The assembled cellular block system shall have voids at ground/block interface of a minimum of 16% and shall provide, when required, adequate channels between cells below the top level of the blocks for the migration of vegetation from cell to cell.

Flexibility: The assembled cellular concrete block system shall flex to a minimum of 3^{1:00}¹¹ (three foot) radius in any two directions a minimum of 60 degrees apart without separation of the blocks at the base. The interlock must remain securely fastened at this radius.

2.1 TYPICAL TRI-LOCK SPECIFICATION (continued)



Mannings 'N ,026							
TRI-LOCK BLOCK SYSTEM SPECIFICATIONS							
Class	Height	Approx. Weight lbs/sq.ft.	Compress Strength lbs/cu.ft.	Area Covered	Approx Weight Blk. pair	Open Area	Sq.Ft.Per Pallet
4010	4"	32 lbs	Min, 4,000	1.54	50	20%	73.92
4110	4"	35 lbs.	Min. 4,000	2.00	70	20%	80.00
4015	6"	45 lbs.	Min. 4,000	1.54	70	20%	55.44

3. TYPICAL TRI-LOCK INSTALLATION SPECIFICATION

3.1 SITE PREPARATION

The Slope must be stable independent of the erosion control system and filled slope shall be compacted to not less than 900/0 density.

Before placing either the concrete block system or the underlaying filter fabric, the slope shall be inspected to insure that it is free from obstructions, such as tree roots projecting stones or other foreign matter. Voids or soft areas should be filled with suitable material and well compacted. Although some variation in contour will be permitted, no sudden changes in level can be accepted. The maximum difference in level between any cuts will be 1.5¹¹. Hand dress where necessary.

3.2 INSTALLATION

The entire perimeter of the cellular concrete block erosion control system shall be turned into, and buried beneath the adjacent ground level to a depth of not less than three (3) feet, or as shown on the drawings. Any junction with other structures shall be made as noted on drawings, but shall always provide a permanent soil-tight joint to prevent the migration of soil between the structures. Grouting if necessary.

Penetrations through the erosion control system may be made by omitting sufficient blocks to provide space for the penetration. It will be necessary to provide extra filter fabric in the form of a tightly fitting flange around the pipe or device so that it may be overlaid with the erosion control system filter fabric. (Minimum overlap 18".) Any voids around the penetration should be filled with grout and floated smooth.

Dress the entire revetment with topsoil. Apply fertilizer and seed with native grass as approved by the engineer. If the drawings do not indicate that revegetation is required, then dress with ~" crushed rock as approved by the engineer.