

**CONTRACT DOCUMENTS  
AND  
SPECIFICATIONS**

**FOR**

**Bob-O-Link Trunk Sewer Replacement**

**Wastewater System Improvements  
Division of Water Quality  
Lexington Fayette Urban County Government**

**Remedial Measures Plan ID No. GR1-WR-10**

**LFUCG Bid No. 157-2013**

**Date: November 2013**

**PREPARED BY:**

**Integrated Engineering, PLLC  
166 Prosperous Place; Suite 220  
Lexington, KY 40509**

**Edition: COPY OF OFFICIAL CONTRACT DOCUMENTS**

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## **SECTION 00100 - ADVERTISEMENT FOR BIDS**

### **1.01 INVITATION**

Sealed proposals for the following work will be received by the Lexington-Fayette Urban County Government until **2:00 p.m. local time, December 18, 2013** for furnishing all labor and/or materials and performing all work as set forth in the Contract Documents prepared by and for Lexington-Fayette Urban County Government, Division of Water Quality. Immediately following the scheduled closing time for reception of bids, all proposals which have been submitted in accordance with the above will be publicly opened and read aloud.

### **1.02 DESCRIPTION OF WORK**

The project includes providing all construction supervision, labor, materials, tools, and test equipment for the replacement and upsizing of approximately 6,500 linear feet of sanitary sewer from manhole WR4\_480 upstream to WR4\_29 within the Wolf Run Sewer Shed of Lexington-Fayette County, Kentucky.

### **1.03 OBTAINING PLANS, SPECIFICATIONS, AND BID DOCUMENTS**

Plans, Specifications, and Contract Documents may be obtained from Lynn Imaging, 328 Old Vine Street, Lexington, KY 40507, (859) 255-1021 or ([www.lynnimaging.com](http://www.lynnimaging.com)) and click on planroom for a non-refundable price of reproduction for each full set of plans and documents. Contract Documents may be examined at the following places:

LFUCG  
Division of Central Purchasing  
200 East Main Street  
Third Floor, Room 338  
Lexington, KY 40507  
(859) 258-3320

McGraw-Hill Co./F.W. Dodge  
2321 Fortune Drive  
Suite 112-A  
Lexington, KY 40509

LFUCG  
Division of Water Quality  
125 Lisle Industrial Avenue  
Lexington, KY 40511  
(859) 425-2400

Builders Exchange  
1035 Strader Drive  
Suite 100  
Lexington, KY 40505  
(859) 288-0011

### **1.04 METHOD OF RECEIVING BIDS**

Bids will be received from Prime contracting firms on a unit price basis. Bids shall be submitted in the manner and subject to the conditions as set forth and described in the Information Available to Bidders and Bid Form. Sealed bids shall be clearly marked on the outside of the container as follows: Company Name and Address, Bid Invitation Number, and the Project Name. Bids are to remain sealed until official Bid closure time.

### **1.05 METHOD OF AWARD**

Determination of the successful bid will be based on the lowest responsive and responsible bidder whose qualifications indicate the award will be in the best interest of the OWNER and whose bid/proposal complies with all the prescribed requirements. No Notice of Award will be given until the OWNER has concluded such investigation as deemed necessary to establish the responsibility, qualifications and financial ability of Bidders to do the work in accordance with the

Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the Bid of any Bidder who does not pass such investigation to the OWNER's satisfaction. In analyzing Bids, the OWNER may take into consideration alternate and unit prices, if requested by the Bid forms.

**1.06 BID WITHDRAWAL**

No bidder may withdraw his bid for a period of ninety (90) calendar days after the closing date for receipt of bids. Errors and omissions will not be cause for withdrawal of bid without forfeit of bid bond. Bids may be withdrawn in person prior to the closing date of receipt of bids.

**1.07 BID SECURITY**

All bids shall be accompanied by a bid bond of not less than five percent (5%) of the amount of the bid executed by a Surety Company authorized to do business in the Commonwealth of Kentucky and countersigned by a licensed Kentucky Resident Agent, representing the Surety Company. Certified Check or Bid Bond shall be payable to Lexington-Fayette Urban County Government.

**1.08 SUBMISSION OF BIDS**

Contractors shall submit their bids to the Lexington-Fayette Urban County Government, Division of Purchasing, Third Floor, 200 East Main Street, Lexington, Kentucky 40507. Bids shall be submitted in a sealed envelope not later than 2:00 p.m. (local time) September 26, 2013. Sealed proposals shall be marked clearly on the outside of the container "**Sealed Proposal for: Bob-O-Link Trunk Sewer Replacement Project** to be opened at **2:00 p.m. Local Time, December 18, 2013**. Bids received after the scheduled closing time for receipt of bids will not be considered and will be returned unopened.

**1.09 RIGHT TO REJECT**

The Lexington-Fayette Urban County Government reserves the right to reject any and all bids and to waive all informalities and/or technicalities where the best interest of the Lexington-Fayette Urban County Government may be served.

**1.10 NOTICE CONCERNING MWDBE GOAL**

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

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 MWDBEs. The goal for the utilization of MWDBEs 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 MWDBE goals may apply.

For assistance in locating MWDBE Subcontractors contact:

Marilyn Clark, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor, Room 338  
Lexington, Kentucky 40507  
mclark@lexingtonky.gov

## 1.11 PRE-BID MEETING

A **mandatory** pre-bid meeting will be held at **10:00 a.m. local time, December 6, 2013 at the Division of Water Quality Administration Building; 125 Lisle Industrial Avenue; Suite 180; Lexington, KY 40511.**

## 1.12 STATE REVOLVING LOAN REQUIREMENTS

This project may be partially or entirely funded by the Kentucky Infrastructure Revolving Loan Fund.

Bidders must comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, and the Contract Work Hours Standard Act.

Bidders must comply with the President's Executive Order No. 11246 as amended, which prohibits discrimination in employment regarding race, creed, color, sex or national origin.

Successful Bidder shall comply with 41 CFR 60-4, in regard to affirmative action, to insure equal opportunity to females and minorities and will apply the time tables and goal set forth in 40 CFR 60-4.

The procurement and performance of this contract are subject to the requirements of the Davis-Bacon Act.

Successful Bidder shall make positive efforts to use small, minority, women owned and disadvantaged businesses.

Attention of bidders is particularly called to the conditions of employment to be observed and minimum wage rates to be paid under the contract, Section 3, Segregated Facility, Section 109 and E.O. 11246 and Title VI. Minority bidders are encouraged to bid.

**Successful Bidder is required to employ the six "Good Faith Efforts" as listed in EPA's Disadvantaged Business Enterprise Program when soliciting subcontractors and suppliers. Documentation of these efforts will be a required submittal prior to Contract Award. See Supplemental General Conditions for Clean Water State Revolving Fund (Section 00810, page 30) included in the Contract Documents.**

The contract award will be made in writing to the lowest responsive and responsible bidder whose qualifications indicate the award will be in the best interest of the OWNER and whose bid/proposal complies with all the prescribed requirements. No Notice of Award will be given until the OWNER has concluded such investigation as deemed necessary to establish the responsibility, qualifications and financial ability of Bidders to do the work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the Bid of any Bidder who does not pass such investigation to the OWNER's satisfaction. In analyzing Bids, the OWNER may take into consideration alternate and unit prices, if requested by the Bid forms.

### 1.13 CONSENT DECREE REQUIREMENTS

The work to be provided through this Bid will assist the Lexington-Fayette Urban County Government (the "Owner") in successfully implementing the Agreement (Contract) and complying with any requirements which are related to the CONSENT DECREE entered in a case styled *United States & Commonwealth of Kentucky v. Lexington-Fayette Urban County Government*, United States District Court for the Eastern District of Kentucky, Civil Action No. 5:06-cv-386-KSF (the "CONSENT DECREE"). The services provided through this Bid are hereinafter referred to as the Agreement (Contract). The primary goal of the Agreement (Contract) is to provide the owner with the technical support and/or construction services necessary to successfully meet the obligations and deadlines of the CONSENT DECREE.

The Bidder shall familiarize itself with and shall at all times comply with the CONSENT DECREE, and all federal, state and local laws, ordinances, and regulations that in any manner affect the Agreement (Contract). Time is of the essence in the performance of Agreement (Contract). Bidder is aware that the Owner is subject to penalties for non-compliance with the CONSENT DECREE deadlines.

If delays result solely by reason of acts of the Bidder, the Bidder shall be held liable for any financial penalties incurred by the Owner as a result of the delay, including but not limited to those assessed pursuant to the CONSENT DECREE. In the event the parties cannot mutually agree upon the cause(s) associated with the delays in completing project deliverables, the Bidder must immediately notify the Owner in the event of such delay, and provide the Owner a written action plan within five (5) business days on how it will attempt to resolve the delay.

In the event that Bidder's delay or other nonperformance of its obligations hereunder results in the imposition of penalties against the Owner pursuant to the CONSENT DECREE, or the Owner otherwise suffers damage as a result of such delay or nonperformance, Bidder shall be solely liable to Owner for any and all such damages, including any costs and attorney's fees.

An electronic version of the CONSENT DECREE is available on the LFUCG web page for review or to print a copy at no charge.

END OF SECTION

## **SECTION 00300 – INFORMATION AVAILABLE TO BIDDERS**

### **1.01 RECEIPT AND OPENING OF BIDS**

The Lexington-Fayette Urban County Government (herein called the Owner) invites Bids from firms on the project described in the Advertisement for Bids. The Owner will receive Bids at the Division of Purchasing, at the time and in the manner set forth in the Advertisement for Bids, and the Bids will then be publicly opened and read aloud. The Owner may consider informal any Bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Bids. Any Bid may be withdrawn prior to the scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within ninety (90) days after the actual time and date of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

The Lexington-Fayette Urban County Government assumes no responsibility for Bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

### **1.02 PREPARATION OF BID**

Each Bid must be submitted on the prescribed Bid Form. All blank spaces for the Bid prices must be filled in, either in ink or typewritten, for both unit prices and extensions. Totals for each Bid item must be added to show the total amount of the Bid. Each Bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, the Bidder's address, the name of the project, the invitation number and time and date for which the Bid is submitted. Bids must be addressed to the Director of Purchasing, Lexington-Fayette Urban County Government, Third Floor, 200 East Main Street, Lexington, Kentucky 40507. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed as specified above.

### **1.03 SUBCONTRACTS**

The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the Owner. All proposed subcontractors must be identified on Bid Form. Prior to the award of Contract, the Owner or the Owner's representative will advise the Contractor of the acceptance and approval thereof or of any action necessary to be taken. Should any Subcontractor be rejected by the Owner, the Contractor shall present a new name and/or firm to the Owner at no change in the Contract Price.

### **1.04 QUALIFICATIONS OF BIDDER**

The Owner may make such investigations as the Owner deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement (Contract) and to complete the Work contemplated therein. Conditional Bids will not be accepted.

In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternatives and unit or lump sum prices, as requested. Owner may consider maintenance requirements, performance data, and disruption or damage to private property. The contract, if awarded, will be awarded to the lowest, qualified, responsible Bidder based upon Owner's evaluation which indicates that the award will be in the best interest of Owner and the general public.



In the event there is any question as to the Bidder's qualifications and ability to complete the work, a final determination will be made in accordance with a fair evaluation by the Lexington-Fayette Urban County Government of the above listed elements.

- A. If the Owner requires filling out a detailed financial statement, the Bidder may provide its current certified financial statement(s) for the required time interval.
- B. Corporate firms are required to be registered and in good standing with the requirements and provisions of the Office of the Secretary of State, Commonwealth of Kentucky.
- C. Good standing with Public Works Act - any Contractor and/or subcontractors in violation of any wage or work act provisions (KRS 337.510 to KRS 337.550) are prohibited by Statutory Act (KRS 337.990) from bidding on or working on any and all public works contracts, either in their name or in the name of any other company, firm or other entity in which he might be interested. No Bid from a prime contractor in violation of the Act can be considered, nor will any subcontractor in violation of the Act be approved and/or accepted. The responsibility for the qualifications of the subcontractor is solely that of the prime contractor.
- D. Documents Required of Contractor - (1) A sworn statement signed by the President or owner of the Company regarding all current work in progress anywhere; (2) A document showing the percent of completion of each project and the total worth of each project; and (3) Documentation showing the percentage of the DBE employment levels on each project of the Bidder's current work force, and DBE participation levels for Subcontractors.
- E. Optional Owner Requirements - The Owner, at its discretion, may require the Bidder/Contractor to provide: (1) A current detailed financial statement for a period including up to 3 prior years. (2) Financial security or insurance in amounts and kinds acceptable to the Owner to meet the financial responsibility requirements for the Contractor to indemnify the Owner. (3) Additional information and/or DBE work force data, as well as DBE participation data.
- F. Each Bidder agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any Bid.

#### **1.05 BID SECURITY**

- A. Each Bid must be accompanied by a Bid bond prepared on a Form of Bid Bond and attached thereto, duly executed by the Bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the Bid. Such Bid bond will be returned to the unsuccessful Bidder(s) only upon written request to the Director of Central Purchasing within seven (7) days of opening of Bids. Bid bond shall be made payable to the Lexington-Fayette Urban County Government. Bid security is not required for projects under \$50,000.
- B. Bonds shall be placed with an agent licensed in Kentucky with surety authorized to do business within the state. When the premium is paid for such coverage, the full commission payable shall be paid to such local agent who shall not divide such commission with any person other than a duly licensed resident local agent.

#### **1.06 LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT**

The successful Bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within ten (10) days after he has received notice of the acceptance of his Bid, shall forfeit

to the Owner, as liquidated damages for such failure or refusal, the security deposited with his Bid.

#### **1.07 TIME OF COMPLETION AND LIQUIDATED DAMAGES**

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the Owner and to fully complete the Project within the time as specified in the Contract Documents. Bidder must agree also to pay liquidated damages for each consecutive calendar day thereafter as specified in the Contract Documents.

#### **1.08 EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

- A. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site(s) to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work, (c) consider Federal, State and Local laws and regulations that may affect cost, progress, performance or furnishing of the work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.
- B. Bidders should examine the requirements of the General Conditions for information pertaining to subsurface conditions, underground structures, underground facilities, and availability of lands, easements, and rights-of-way. The completeness of data, presented in the Contract Documents, pertaining to subsurface conditions, underground structures, and underground facilities for the purposes of bidding or construction is not assured. The Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface and subsurface) which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents. On request in advance, Owner will provide access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- C. The submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of this Article; that without exception the Bid is premised upon furnishing and performing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents; and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### **1.09 ADDENDA AND INTERPRETATIONS**

No interpretation of the meaning of the Contract Documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to the Director of Central Purchasing, who in turn will have an addendum issued for the Lexington-Fayette Urban County Government, and to be given consideration must be received prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications. Acknowledgement of the receipt of addenda must be included with all submitted Bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his Bid as submitted. All addenda so issued shall become part of the Contract Documents.

## **1.10 SECURITY FOR FAITHFUL PERFORMANCE**

- A. Simultaneously with the delivery of the executed Contracts, the Contractor shall furnish Performance, Payment, Warranty, and Erosion and Sediment Control Bonds as security for the faithful performance of this Contract and for payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner and authorized to do business in the Commonwealth of Kentucky.
- B. All bonds required by this Contract and laws of this State shall be placed with agents licensed in the State of Kentucky. When the premium is paid for such coverage's, the full commission shall be paid to such local agent who shall not divide such commission with any person other than a duly licensed resident local agent.
- C. Contractor shall use standard Performance, Payment, Warranty, and Erosion and Sediment Control Bond forms such as documents provided with the Contract Documents or AIA form A312 (latest edition), for the Performance and Payment Bonds only.

## **1.11 POWER OF ATTORNEY**

Attorney-in-fact who signs Bid bonds or Contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

## **1.12 TAXES AND WORKMEN'S COMPENSATION**

The Contractor and subcontractor will be required to accept liability for payment of all payroll taxes, sales and use tax, and all other taxes or deductions required by local, state or federal law, such as social security measured by wages. Each shall carry Workmen's Compensation Insurance to the full amounts as required by Statutes and shall include the cost of all foregoing items in the Bid. The Contractor will not otherwise be reimbursed or compensated for such tax payments. The Contractor is urged to ascertain at his own risk his actual tax liability in connection with the execution or performance of this Contract.

## **1.13 LAWS AND REGULATIONS**

The Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract, the same as though herein written out in full.

## **1.14 EROSION AND SEDIMENT CONTROL AND PERMITS**

The Contractor and Subcontractors performing Work on projects on behalf of the Owner shall also comply with all applicable federal, state, and local environmental regulations and all requirements and conditions set forth in specifications herein.

## **1.15 PREVAILING WAGE LAW AND MINIMUM HOURLY RATES**

Federal or State wage rates and regulations, if required for this Project, will be as described in the Section 00820 herein.

## 1.16 AFFIRMATIVE ACTION PLAN

The successful Bidder must submit with their bid the following items to the Urban County Government:

- A. Affirmative Action Plan of the firm
- B. Current Work Force Analysis Form
- C. Good Faith Effort Documentation to meet the MWDBE goals.
- D. List of Disadvantaged Business Enterprise Subcontractors and the Dollar Value of each Subcontract

A Work Force Analysis on the prescribed form shall be submitted for each Contract. Failure to submit these items as required herein may result in disqualification of the Bidder 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, Third Floor  
Lexington, KY 40507

## 1.17 CONTRACT TIME

The number of calendar days within which the Work is to be substantially completed and ready for final payment (the Contract Time) is set forth in the Bid Form and the Agreement (Contract).

## 1.18 SUBSTITUTE OR "OR-EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by the Contractor if acceptable to the Engineer and Owner, application for such acceptance will not be considered by the Engineer and Owner until after the effective date of the Agreement (Contract). The procedure for submission of any such application by the Contractor and consideration by the Engineer and Owner is set forth in the General Conditions.

## 1.19 ALTERNATE BIDS

**Bidders shall submit alternate Bids/proposals only if and when such alternate Bids/proposals have been specifically requested in an Advertisement for Bids.** If alternate Bids/proposals are requested in an Advertisement for Bids, the form of submission of such alternate Bid and the conditions under which such alternate Bids will be considered for award of a contract will be established in the Advertisement.

Any Bidder who submits a Bid incorporating an alternate proposal when alternate Bids/proposals have not been requested in the Advertisement for Bids shall have his/her Bid rejected as non-responsive.

Any Bidder who submits a Bid incorporating two (2) or more prices for an item or groups of items (unless such method of pricing is requested in the Advertisement for Bids), or which imposes conditions for acceptance other than those established in the Advertisement for Bids, shall have their Bid rejected as non-responsive.

## 1.20 SIGNING OF AGREEMENT (CONTRACT)

When Owner gives a Notice of Award to the successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement (Contract) with all other written Contract Documents attached. Within ten days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement (Contract) and attached documents to Owner with the required Bonds, Certificate of Insurance, and Power of Attorney. The Owner will deliver one fully signed counterpart to Contractor at such time as it has been signed by the Mayor.

## 1.21 ASSISTANCE TO BE OFFERED TO DISADVANTAGED BUSINESS ENTERPRISE (MWDBE) CONTRACTORS

### A. Outreach for MWDBE(s)

The Lexington-Fayette Urban County Government (LFUCG) maintains a database of MWDBE contractors and organizations. When a LFUCG construction project is advertised for bidding, notices are sent to companies registered at <https://lfucg.economicengine.com>. The notices describe the project and indicate the deadline for submitting bids.

If you wish to be added to the LFUCG MWDBE contractor database, please contact:

Marilyn Clark, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, Room 338  
Lexington, Kentucky 40507  
[mclark@lexingtonky.gov](mailto:mclark@lexingtonky.gov)

### B. Bid Bond Assistance for MWDBE(s)

For those MWDBE contractors who wish to bid on LFUCG project, bid bond assistance is available. This bid bond assistance is in the form of a "Letter of Certification" which is accepted by the LFUCG's Division of Purchasing, in lieu of a bid bond. The "Letter of Certification" must be included in the bid package when it is submitted to the Division of Purchasing. The "Letter of Certification" will reference the specific project for which the bid is being submitted, and the time and date on which the bid is due. Bid bond assistance must be requested from the Lexington-Fayette Urban County Government's Division of Central Purchasing.

### C. Eligibility for Bid Bond Assistance for MWDBE(s)

In order to be eligible for any Bid bonding assistance, a MWDBE construction company must be owned or controlled at the level of 51% or more by a member or members of a minority group or females. Prior to receiving assistance, a statement providing evidence of ownership and control of the company by a member or members of a minority group or females must be signed by the Owner or corporate officer and by an attorney or accountant submitted to:

Marilyn Clark, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, Room 338  
Lexington, Kentucky 40507  
[mclark@lexingtonky.gov](mailto:mclark@lexingtonky.gov)

### D. MWDBE Subcontractors

The LFUCG will, upon request, assist prime contractors in the procurement of eligible DBE subcontractors in an effort to achieve 10% minimum MWDBE goal.

For a list of eligible subcontractors, please contact:

Marilyn Clark, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, Room 338  
Lexington, Kentucky 40507  
mclark@lexingtonky.gov

## 1.22 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) and Disadvantaged (DBE) Business Enterprises 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.**

### B. PROCEDURES

1. The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
2. Replacement of a Minority-Owned or Woman-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 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 and operated 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 and operated by one or more Non-Minority Females.
3. A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.

4. 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 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.**

#### 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 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 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 of subcontracting opportunities
  - e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
  - f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine 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 to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWDBE firm 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 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 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 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms 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 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 participation.

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. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



## 1.23 MINORITY BUSINESS ENTERPRISE PROGRAM



Marilyn Clark  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[mclark@lexingtonky.gov](mailto:mclark@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 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

*“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”*

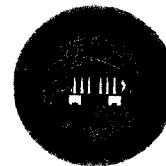
A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

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 in Economic Engine (<https://lfucg.economicengine.com>)

Business	Contact	Email Address	Phone
LFUCG	Marilyn Clark	<a href="mailto:mclark@lexingtonky.gov">mclark@lexingtonky.gov</a>	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	<a href="mailto:ttyra@commercelexington.com">ttyra@commercelexington.com</a>	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	<a href="mailto:sbrown@tsmsdc.com">sbrown@tsmsdc.com</a>	502-625-0137
Small Business Development Council	Dee Dee Harbut, UK SBDC	<a href="mailto:ddharbut@uky.edu">ddharbut@uky.edu</a>	
	Shiree Mack	<a href="mailto:smack@uky.edu">smack@uky.edu</a>	
Community Ventures Corporation	James Coles	<a href="mailto:jcoles@cycky.org">jcoles@cycky.org</a>	859-231-0054
KY Department of Transportation	Melvin Bynes	<a href="mailto:Melvin.bynes@ky.gov">Melvin.bynes@ky.gov</a>	502-564-3601
	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-564-3601
Ohio River Valley Women's Business Council (WBENC)	Rea Waldon	<a href="mailto:rwaldon@gcul.org">rwaldon@gcul.org</a>	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	<a href="mailto:janet@nwbo.org">janet@nwbo.org</a>	800-675-5066
Small Business Administration	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
La Voz de Kentucky	Andres Cruz	<a href="mailto:lavozdeky@yahoo.com">lavozdeky@yahoo.com</a>	859-621-2106
The Key News Journal	Patrice Muhammad	<a href="mailto:paatricem@keynewsjournal.com">paatricem@keynewsjournal.com</a>	859-373-9428

**1.24 LFUCG MWDBE PARTICIPATION FORM**



LFUCG Bid/RFP/Quote Reference No. \_\_\_\_\_

The MWDBE 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.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract

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

**1.25 LFUCG MWDBE SUBSTITUTION FORM**

LFUCG Bid/RFP/Quote Reference No. \_\_\_\_\_



The substituted MWDBE 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

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.

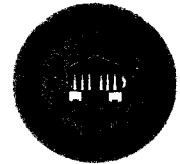
\_\_\_\_\_  
**Company**

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

1.26 MWDBE QUOTE SUMMARY FORM



LFUCG Bid/RFP/Quote Reference No. \_\_\_\_\_

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

<b>Company Name</b>	<b>Contact Person</b>
<b>Address/Phone/Email</b>	<b>Bid Package / Bid Date</b>

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)	DBE * AA HA AS NA Female

\*(DBE 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

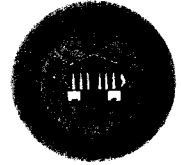
\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**1.27 LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT**

**LFUCG Bid/RFP/Quote No.** \_\_\_\_\_



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. In order to measure that goal LFUCG will track spending with MWDBE vendors 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.

**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

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

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**

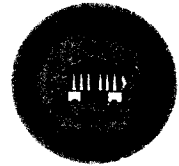
\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

1.28 LFUCG STATEMENT OF GOOD FAITH EFFORTS

LFUCG Bid/RFP/Quote No. \_\_\_\_\_



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 MWDBEs 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 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 of subcontracting opportunities
- \_\_\_\_\_ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- \_\_\_\_\_ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine 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 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 to determine their level of interest.
- \_\_\_\_\_ Provided the interested MWDBE firm 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 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 participation, even when the prime contractor may otherwise perform these work items with its own workforce
- \_\_\_\_\_ Negotiated in good faith with interested MWDBE firms 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

- \_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms 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 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 participation.

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. Documentation of Good Faith Efforts are to 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**



**1.29 OWNER PERMITS**

Bidder shall refer to Section 00890 regarding permits that have been obtained by the Owner.

**1.30 GEOTECHNICAL DATA**

Bidder shall refer to Section 00320 regarding available geotechnical data for this Contract.

END OF SECTION

**SECTION 00320 – GEOTECHNICAL DATA**

**[SEE ATTACHED GEOTECHNICAL REPORT]**

**END OF SECTION**

**DRILLING SERVICES/LIMITED  
GEOTECHNICAL EXPLORATION  
WOLF RUN/BOB-O-LINK SANITARY  
SEWER PROJECT  
LEXINGTON, KENTUCKY**

Prepared for: **Integrated Engineering, PLLC**

Thelen Project No.: **130035LE**



**THELEN ASSOCIATES, INC.**

Geotechnical • Testing Engineers

• 125 Trade Street, Suite D, Lexington, Kentucky 40511-2616 / 859-226-0761 / Fax 859-226-0763

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Dayton, Ohio



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Offices

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Lexington, Kentucky  
Cincinnati, Ohio  
Dayton, Ohio

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February 21, 2013

Integrated Engineering, PLLC  
1716 Sharkey Way, Suite 200  
Lexington, Kentucky 40511

Attn: Mr. Edward H. Mesta, P.E.

Re: Drilling Services/Limited Geotechnical  
Exploration  
Wolf Run/Bob-O-Link Sanitary  
Sewer Project  
Lexington, Kentucky

Ladies and Gentlemen:

Contained herein are the results of our Limited Geotechnical Exploration for the proposed Picadome/Bob-O-Link Sewer Replacement to be located in Lexington, Kentucky. This work was performed in accordance with our Proposal-Agreement K213009 dated January 15, 2013 and revised via e-mails dated February 5 and 6, 2013.

We are enclosing with this report a reprint of "Important Information About Your Geotechnical Engineering Report" published by ASFE, Professional Firms Practicing in the Geosciences, which our firm would like to introduce to you at this time.

### **1.0 INTRODUCTION AND SCOPE OF SERVICES**

As requested, we have performed drilling services in the form of rock-line soundings, bedrock coring, and soil test borings for the Lexington Fayette Urban County Government (LFUCG) – Picadome/Bob-O-Link Sanitary Sewer Improvement Project in Lexington, Kentucky. Our initial scope of work included eighty six (86) rock-line soundings (S-700 through S-786) located along the proposed sewer alignment at the Picadome Golf Course and behind the residences along Bob-O-Link Drive. However, based on the discovery of potential karst bedrock features on the

Picadome Golf Course and in the vicinity of the Advanced Dermatology medical practice, we performed rock coring operations within six (6) of the sounding locations and performed soil sampling (Standard Penetration Testing) within two (2) of the sounding locations. Additionally, due to limited access issues, we were able to advance eighty-two (82) of the originally planned rock-line soundings. These additional services were verbally authorized by Mr. Vernon Azevedo with the LFUCG.

## **2.0 GEOLOGIC RESEARCH**

Available United States Geological Survey (USGS) and Kentucky Geologic Service (KGS) maps were consulted to provide the following geologic description along the proposed sewer alignment. The USGS, 7.5 minute geologic map of the Lexington West Quadrangle (1967, GQ-600), indicates the proposed alignment is underlain by Ordovician Age bedrock of the Grier Limestone Member of the Lexington Limestone. The Grier Limestone Member is described on the map as limestone that is very light gray to dark gray in color, rubbly, consists of medium and coarse grained limestone nodules in an argillaceous limestone matrix, and shale partings separate some beds. Light gray bioclastic limestone interbeds that weather white occur throughout the unit. Structure contours drawn on the base of the Brannon Limestone Member of the Lexington Limestone show the bedrock to be relatively horizontal, with a regional dip in the project vicinity of less than one percent to the northeast. According to the KGS mapping, the underlying Grier Limestone Member bedrock within the project vicinity has a high karst potential. One sinkhole is shown on the KGS map at the location of the Picadome Golf Course, which appears to be connected hydraulically to the stream running through the project alignment.

Additionally, the Design Team was informed that a cave system reportedly exists in the general project vicinity from the Picadome Golf Course sinkhole and running southeast toward the existing Advanced Dermatology medical practice that is located on the southeast side of U.S. Highway 68 (Harrodsburg Road).

## **3.0 FIELD EXPLORATION**

Our fieldwork for this project included a site reconnaissance by a Senior Geotechnical Engineer as well as the drilling of eight-two (82) rock-line soundings. All sounding locations and ground surface elevations were determined in the field by Integrated Engineering, PLLC (INTEGRATED) survey personnel and provided to us for inclusion in this report. All elevations

in this report are noted in units of feet above Mean Sea Level (MSL). The test boring locations and elevations were then plotted on Sounding Location maps provided by INTEGRATED.

The soundings were made with an ATV-mounted drill rig advancing hollow-stem continuous-flight augers. Sampling was accomplished within two (2) of the soundings ahead of the augers with a standard 2-inch outside diameter (O.D.) split spoon sampler driven with a 140-pound weight falling 30-inches. This procedure is described as the standard drive sample method (ASTM D1586) and results in the standard penetration test. Upon encountering the top of rock, rock coring operations were then performed within six (6) of the sounding locations (using an NXM core barrel per ASTM D2113) to selected depths below the top of bedrock to determine the presence (or absence) of solution features within the bedrock. Observations for groundwater were made within the two soundings where soil sampling was accomplished during, and at the completion of drilling operations.

#### **4.0 LABORATORY REVIEW**

Following the completion of the soundings, the soil and bedrock samples were placed in properly labeled glass jars and core boxes, and returned to our Soil Mechanics Laboratory where they were reviewed and visually classified by the Project Geotechnical Engineer.

Final test boring logs were prepared for applicable sounding locations based on the Drilling Technician's field logs, and the Engineer's visual classification of the samples. Copies of the test boring logs can be found in the Appendix along with a "Soil Classification Sheet" and a "Rock Weathering and Strength Classification Sheet" which describes the terms and symbols used on the boring logs.

The dashed lines on the test boring logs identify the changes between the soil and/or bedrock types, which were determined by interpolation between samples and should be considered approximate. Only changes that occur within samples can be precisely determined and are indicated by solid lines on the logs. The transition between soil and bedrock types may be abrupt or gradual.

A Rock Quality Designation (RQD) was recorded for each bedrock coring run. The RQD is defined as the sum of the lengths of all pieces of intact core longer than 4 inches in a coring run, divided by the total length of the run. This value is then multiplied by one hundred to express

the result as a percentage. The RQD provides a qualitative indication of rock quality. RQD values are presented on the Logs of Test Boring sheets in the Appendix to this report. Table 1 included below shows the correlation of RQD values with Rock Mass Quality.

**TABLE 1. RELATION OF RQD TO IN SITU ROCK QUALITY\***

<i>RQD Percent</i>	<i>Rock Mass Quality</i>
90-100	Excellent
75-90	Good
50-75	Fair
25-50	Poor
0-25	Very Poor

\*From Naval Facilities Engineering Command, NAVFAC D.M. 7-1 (1982)

It should be noted that the "Top of Rock" and "Auger Refusal" as determined in the rock-line soundings are defined as rock-like resistance to the advancement of the augers (ATV-mounted drill rig advancing 3-1/4" continuous flight augers using carbide steel cutting teeth). This may indicate the presence of weathered bedrock, boulders, or rock remnants. A more accurate determination regarding the location of the top of rock cannot be made without performing rock coring.

## **5.0 SUBSURFACE CONDITIONS**

### **5.1 Picadome Golf Course**

Soundings S-700 through S-718 were advanced along the proposed sewer relocation alignment at the Picadome Golf Course at the locations determined by INTEGRATED. The ground surface elevations, depths and elevations to rock and to auger refusal are included on the Summary of Bedrock Soundings included in the Appendix to this report. Additionally, the sounding locations are shown on the Sounding Location map - Sheet 1, included in the Appendix.

The top of rock was encountered in the above noted soundings at elevations ranging from 905.2 to 917.2 feet. Auger refusal was encountered in the soundings at depths below the top of rock from zero to approximately 1.0 foot, indicating the presence of an intermittent layer of weathered

to highly weathered limestone above the more competent unweathered bedrock. Limestone floaters were encountered during the auguring process within S-707, S-709, S-710, S-712, S-715, and S-718 between approximate elevations 908.1 and 917.5 feet. Additionally, indications of karst solution features were encountered between S-707 and S-718 at the Picadome Golf Course. Rock coring performed in S-716 encountered bedrock from elevation 917.2 feet down to 912.7 feet, and then an open void down to elevation 905.7 feet where rock was encountered again. Additional rock coring performed in S-716A encountered the top of rock at an elevation of 905.2 feet, with no open or soil-filled voids noted during the rock coring; however rock floaters were noted during drilling of the overburden soils. We interpret that these floaters/rock ledges/voids are part of a larger karst system that may be connected hydraulically to the large sinkhole near the 18<sup>th</sup> green of the Picadome Golf Course.

Based on visual classifications of the rock core samples, the bedrock generally consisted of gray, strong to very strong limestone that is described as fine to medium grained, irregularly bedded, calcarenitic, occasionally bioclastic and with occasional minor solution features noted along bedding planes. The RQD values of the coring runs in S-716 and S-716A were 60 and 79 percent, respectively; and correspond to RQD values of "fair" to "good".

## **5.2 Bob-O-Link Drive**

Soundings S-719 through S-785 and S-2468 through S-2471 were advanced along the proposed sewer relocation alignment behind the residences on the south side of Bob-O-Link Drive. As previously discussed, the soundings were advanced to the top of rock at each of the locations determined by INTEGRATED personnel. It should be noted that soundings S-770 through S-779 and S-785 were advanced using hand probe methods within the adjacent creek due to access limitations with the drill rig. The ground surface elevations, depths and elevations to rock and to auger refusal are included on the Summary of Bedrock Soundings included in the Appendix to this report. Additionally, the sounding locations are shown on the Sounding Location map – Sheets 2 through 4, included in the Appendix.

The top of rock was encountered in the above-noted soundings at elevations ranging from 872.5 feet (S-724) to 957.9 (S-785). Auger refusal was encountered in the soundings at depths below the top of rock varying from zero to approximately 1.5 feet, indicating the presence of an intermittent layer of weathered to highly weathered limestone above the more competent unweathered bedrock. It should be noted that the top of rock elevations at S-725 and S-726



were approximately 890.0 feet and 927.7 feet, respectively. This indicated a top of rock elevation difference of approximately 37.7 feet over a horizontal distance of approximately 50 feet. Additionally, the bedrock elevations from S-719 to S-724 varied from a high of 933.8 feet at S-721 to a low of 872.5 feet at S-724. These large elevation differences of the top of bedrock over relatively short horizontal distances indicates that karst solution features exist below the ground surface in this vicinity that are not reflected by similar differences in ground surface elevations.

Due to these significant differences in the top of rock elevations in this vicinity, rock coring operations were conducted within S-720, S-721, S-722, and S-726 to determine if any soil-filled or open voids existed below the top of rock at these locations. The rock was cored to depths ranging from approximately 8.0 feet to 13.0 feet below the top of rock with no voids encountered. Specifically, the top of rock was encountered in these borings between elevations 927.7 and 933.8 feet, with no open or soil-filled voids noted during the rock coring.

Based on visual classifications of the rock core samples, the bedrock samples generally consisted of gray, strong to very strong limestone that is described as fine to coarse grained, irregularly bedded, calcarenitic, occasionally bioclastic, with occasional shale stringers and with occasional minor solution features (typically less than 1-inch in thickness) noted along bedding planes. The RQD values of the coring runs varied from 56 to 82 percent (representing Rock Mass Quality values of "fair" to "good"), with an average RQD value of about 69 percent.

As noted above, soil sampling was accomplished at the S-723 and S-724 locations because of the location of proposed manholes within the deep soil profile of a potential sinkhole. The testing was accomplished using an ATV-mounted drill rig advancing hollow-stem augers. In these test borings, the soil materials below the ground surface were sampled at approximate 5-foot intervals using the Standard Penetration Test (SPT) method. This test consists of driving a two-inch (outside diameter) split-spoon sampling tool into the soil in 6-inch increments using an automatic 140-pound hammer system dropped from a height of 30-inches. The number of blows required to drive the sampler each 6-inch increment are recorded and the sum of the last two increments are reported as the N-value. SPT refusal is defined as more than 50 blows per 6-inch increment. This test provides a quantitative indication of soil consistency and recovers a sample which may be used for subsequent laboratory testing. The SPT sampling was accomplished ahead of the augers at aforementioned pre-selected intervals following the

procedures outlined in ASTM D1586. The soils encountered above the bedrock in S-723 and S-724 are generally described as interbedded silty clays, silts, and sands that are alluvial in origin and appear to be karstic infill. The cohesive soils vary in consistency from soft to stiff, are described as moist to very moist (on a scale of dry, damp, moist, very moist, wet, and saturated), and contain varying amounts of chert and limestone fragments and sand, and exhibit oxide staining. The non-cohesive soils encountered are typically fine to coarse sands that are very loose to loose (occasionally medium dense), very moist, and contain varying amounts of clay, silt, and gravel.

Groundwater measurements were obtained during, at the completion of, and at a limited time after the completion of drilling operations in soundings S-723 and S-724. During and at the completion of drilling, groundwater was encountered at approximate depths of 20.0 and 30.0 feet in S-723 and S-724, respectively. At roughly 2 hours after the completion of drilling, groundwater was measured at a depth of approximately 16.0 feet in S-723.

## **6.0 LIMITED CONCLUSIONS AND RECOMMENDATIONS**

### **6.1 General**

Based upon our engineering reconnaissance of the site, the drilling services, a visual examination of the samples, our understanding of the proposed construction, and our experience as Consulting Soil and Foundation Engineers in Central Kentucky, we have reached the following limited conclusions and make the following limited recommendations.

The limited conclusions and recommendations of this report have been derived by relating the general principles of the discipline of Geotechnical Engineering to the proposed construction outlined by the Introduction and Scope of Services section of this report. Because changes in surface, subsurface, climatic and economic conditions can occur with time and location, we recommend for our mutual interest that the use of this report be restricted to this specific project.

The scope of our services did not include any environmental assessment or investigation for the presence or absence of wetlands or hazardous or toxic materials in the soil, bedrock, surface water, groundwater or air, on or below or around this site. Any statements in this report or on the test boring logs regarding odors noted or unusual or suspicious items or conditions observed are strictly for the information of our Client.

We have performed the limited drilling services noted in the Introduction and Scope of Services section of this report for our evaluation of the site conditions and for the formulation of the limited conclusions and recommendations of this report. We assume no responsibility for the interpretation or extrapolation of the data by others.

After you have had an opportunity to study this Limited Geotechnical Report and to discuss its implications with the Design Team, we recommend that a meeting be held between the members of the Design Team to review the plans and specifications in light of the Geotechnical Report, paying particular attention to the possible implications of the Limited Geotechnical Report with respect to potential construction problems and construction procedures which may be standard in the industry, but not consistent with our recommendations. This meeting should be held prior to submitting the contract documents in the market place for bidding. If the project involves a Construction Manager or a General Contractor, they should participate in this meeting.

## **6.2 Pipelines/Manholes**

Pipelines and manholes for the proposed sewer realignment will be supported in soil of varying consistency and quality and/or bedrock as noted in Sections 5.1 and 5.2 of this report. The fluid-filled pipelines should weigh less than the soils or bedrock that are excavated to install the pipes. Therefore, the typical pipe and manhole foundation soils should not be loaded by the pipes or manholes to amounts greater than they have been loaded to in the past, so special foundation considerations should not be necessary.

However, based on the top of rock and soil test boring data, we interpret that a karst solution feature exists in the general area between S-719 and S-725. The precise nature of this feature is not known at this time and was beyond the scope of services of this limited geotechnical exploration. It should be noted that no records were reviewed that indicate the presence of a sinkhole or other feature at this location. Additionally, no closed depression or other surface expressions indicates the presence of such a feature. Therefore, we conclude that this feature is not presently active and may not have been active in the recent past. However, as with any karst feature, this may not be an indicator of present or future sinkhole activity. In the event that this feature becomes active, the loss of some or all of the soil overburden in this area may occur. The loss of soils supporting the manhole(s) and pipeline structures in this area would

likely lead to separation of the pipelines and sewer leakage into the ground, which could lead to an acceleration of the soil loss, further exacerbating the potential damage.

Based on previous discussions with the LFUCG and Integrated personnel, two potential scenarios should be explored: 1) accept the risk that soil loss may/may not occur at some point in the future, and remediate the potential damages if loss of soil overburden occurs and 2) fully support the manholes on deep foundations bearing on bedrock and reinforce/restrain the pipelines against separation.

If option 2 is selected, the manholes may bear on bedrock bearing elements such as (but not limited to) driven piles, reinforced concrete drilled shafts, or auger cast piles. The selection and design of such elements is beyond the scope of services for this report, however we recommend that the Owner retain THELEN ASSOCIATES, INC. directly should these services be required.

Manhole structures along the proposed alignment may have to be designed to resist buoyant uplift forces. The uplift forces should be determined based on the higher of the groundwater level or the 100-year flood level of the nearby creek. The uplift forces should be resisted with the weight of the structure and/or the buoyant weight of soil above the structure (or appurtenances).

In our opinion, the excavations through the soil overburden materials and into the highly weathered limestone bedrock can be made with mechanical excavating equipment, such as (but not limited to) large trackhoes with ripping teeth, ramhoes, rock saws and jackhammers. However, conventional excavation of the unweathered bedrock may be difficult and time consuming due to the depth of excavation and toughness of the hard limestone layers. The excavation can be expedited by peeling the bedrock back along bedding planes (ripping), rather than trying to vertically shear through the limestone beds. The Contractor should select a method of excavating the bedrock that will protect nearby structures and infrastructure from vibration damage or other damage that may be caused during bedrock excavation. The specifications should require a preconstruction survey of all nearby structures and property to document existing conditions before any excavations are made. The specifications should also require vibration monitoring of nearby structures as the excavations are made, and adjustments

to the excavation methods as necessary to maintain vibrations of existing structures below threshold limits for structural damage.

Normal and recommended utility construction practice is to bed and backfill pipes with granular fill to at least 6-inches above the crown of the pipe, and then complete the backfilling up to ground surface with well-compacted clay soils. Compaction of trench backfill to a moist, firm, dense condition is important for all pipelines. We recommend that all pipeline backfill for this project be placed in shallow level layers, 6 to 8 inches in thickness, and compacted to densities not less than 95 percent of the standard Proctor maximum dry density (ASTM D698). We recommend that pipe trench granular backfill be limited to pipe bedding and to 6-inches above the pipe. All granular backfill should be compacted to at least 75 percent relative density, per ASTM D4253 and D4254. Under no circumstances should any backfill be flushed to obtain compaction.

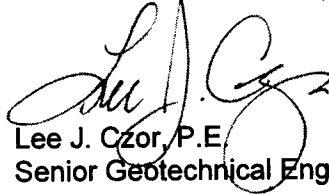
The excavations for all utility/pipe trenches must be made in a manner that provides for the safety of workers in the excavations and protects existing ground, structures, and infrastructure adjacent to the excavations from damage. The excavations should be braced, shored, sloped, or otherwise stabilized in a manner that satisfies all safety concerns and all federal, state, and local regulations. The responsibility of maintaining safe working conditions in the excavations and for protecting ground, structures, and infrastructure adjacent to the excavations should be the Contractors. Additionally, the Contractor should be responsible for maintaining the stability of all existing utilities during the installation of utility/pipelines.

All clayey soil materials used as backfill should be moisture conditioned to within a range of 2 percent below to 3 percent above the optimum moisture content for compaction, and then placed in shallow level layers, 6- to 8-inches in loose thickness, with each layer thoroughly compacted to densities not less than 95 percent per ASTM D698.

If controlled density cementitious materials are used as backfill, we recommend that a mix design be provided in advance of its use. We recommend that such backfill have a 28 day strength in the range of 30 to 100 psi in order to have sufficient strength for stability, yet still be reasonably excavatable within the excavations.

We appreciate the opportunity to provide the geotechnical drilling services for the Wolf Run/Bob-O-Link sanitary sewer design. Should you have any questions concerning the information contained in this letter, please do not hesitate to contact us.

Respectfully submitted,  
**THELEN ASSOCIATES, INC.**



Lee J. Czor, P.E.  
Senior Geotechnical Engineer

LJC:tmk  
130035LE

Copies Submitted: 2 – Integrated (email/mail)

**APPENDIX**

**ASFE Report Information**

**Logs of Test Borings**

**Summary of Bedrock Soundings**

**Soil Classification Sheet**

**Rock Weathering and Strength Classification Sheet**

**Sounding Location Maps**

# Important Information about Your Geotechnical Engineering Report

*Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.*

*While you cannot eliminate all such risks, you can manage them. The following information is provided to help.*

## **Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects**

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. No one except you should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you — should apply the report for any purpose or project except the one originally contemplated.*

## **Read the Full Report**

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

## **A Geotechnical Engineering Report Is Based on A Unique Set of Project-Specific Factors**

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,

- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

## **Subsurface Conditions Can Change**

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

## **Most Geotechnical Findings Are Professional Opinions**

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ—sometimes significantly—from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

## **A Report's Recommendations Are *Not* Final**

Do not overrely on the construction recommendations included in your report. *Those recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual



subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.*

### **A Geotechnical Engineering Report Is Subject to Misinterpretation**

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

### **Do Not Redraw the Engineer's Logs**

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

### **Give Contractors a Complete Report and Guidance**

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time* to perform additional study. Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

### **Read Responsibility Provisions Closely**

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that

have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations" many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

### **Geoenvironmental Concerns Are Not Covered**

The equipment, techniques, and personnel used to perform a *geoenvironmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

### **Obtain Professional Assistance To Deal with Mold**

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

### **Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance**

Membership in ASFE/THE BEST PEOPLE ON EARTH exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit for everyone involved with a construction project. Confer with your ASFE-member geotechnical engineer for more information.



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Lexington, Kentucky  
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Dayton, Ohio

## LOG OF TEST BORING

CLIENT: Integrated Engineering, PLLC BORING #: 716  
 PROJECT: Consulting Services, Picadome GC/Bob-O-Link Sewer Relocation PROJECT #: 130035LE  
Lexington, Kentucky PAGE #: 1 of 1  
 LOCATION OF BORING: As staked.

ELEV.	COLOR, MOISTURE, DENSITY, PLASTICITY, SIZE, PROPORTIONS DESCRIPTION	Strata Depth (feet)	Depth Scale (feet)	Sample Condition	Sample Number	Sample Type	SPT* Blows/6"		Recovery	
							Rock Core RQD (%)	(In.)	(%)	
925.2	Ground Surface	0.0	0							
	Overburden Soils (augered)		5							
915.7		9.5	10							
912.7	Gray, strong to very strong LIMESTONE. The limestone is fine-grained, in irregular, nodular beds and is bioclastic. Minor solution features generally along bedding observed at 9.8', 10.3', 10.4' and 12.3'. (Grier Limestone Member)	12.5	15	I	1	RC	RQD = 19%	36	32	
907.2	Void	18.0	20							
906.2	Bedrock (augered)	19.0	25							
	Auger refusal and bottom of test boring at 19.0 feet.		30							

Datum: Mean Sea Level Hammer Weight: lb. Hole Diameter: 8 in. Drill Rig: CME 550 BD-1  
 Surface Elevation: 925.2 ft. Hammer Drop: in. Rock Core Diameter: 1.875 in. Foreman: L. Wanstrath  
 Date Started: 1/29/2013 Pipe Size: in. O.D. Boring Method: HSA-3.25 Engineer: L. Czor  
 Date Completed: 1/29/2013

<b>BORING METHOD</b>	<b>SAMPLE TYPE</b>	<b>SAMPLE CONDITIONS</b>	<b>GROUNDWATER DEPTH</b>
HSA = Hollow Stem Augers	PC = Pavement Core	D = Disintegrated	First Noted <u>--</u>
CFA = Continuous Flight Augers	CA = Continuous Flight Auger	I = Intact	At Completion <u>--</u>
DC = Driving Casing	DS = Driven Split Spoon	U = Undisturbed	After <u>--</u>
MD = Mud Drilling	PT = Pressed Shelby Tube	L = Lost	Backfilled <u>--</u>
	RC = Rock Core		

\* SPT = Standard Penetration Test - Driving 2" O.D. Sampler 18" with 140-Pound Hammer Falling 30"; Count Made at 6" Intervals



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## LOG OF TEST BORING

CLIENT: Integrated Engineering, PLLC

BORING #: 716A

PROJECT: Consulting Services, Picadome GC/Bob-O-Link Sewer Relocation  
Lexington, Kentucky

PROJECT #: 130035LE

LOCATION OF BORING: As staked.

PAGE #: 1 of 1

ELEV.	COLOR, MOISTURE, DENSITY, PLASTICITY, SIZE, PROPORTIONS DESCRIPTION	Strata Depth (feet)	Depth Scale (feet)	Sample Condition	Sample Number	Sample Type	SPT* Blows/6"		Recovery	
							Rock Core RQD (%)	(In.)	(%)	
925.2	Ground Surface	0.0	0							
	Overburden Soils (augered)		5							
	Note: Occasional limestone floaters encountered below 10.0 feet in depth.		10							
			15							
905.2		20.0	20							
	Gray, strong to very strong LIMESTONE. The limestone is medium-grained, calcarenitic from 20.0' to 23.7', with shale stringers. The limestone is nodular, bioclastic and irregularly bedded from 27.3' to 27.0'. (Grier Limestone Member)		25	I	1	RC	RQD = 79%	84	100	
898.2		27.0	30							
	Bottom of test boring at 27.0 feet.									

Datum: Mean Sea Level Hammer Weight: lb. Hole Diameter: 8 in. Drill Rig: CME 550 BD-1  
 Surface Elevation: 925.2 ft. Hammer Drop: in. Rock Core Diameter: 1.875 in. Foreman: L. Wanstrath  
 Date Started: 1/29/2013 Pipe Size: in. O.D. Boring Method: HSA-3.25 Engineer: L. Czor  
 Date Completed: 1/29/2013

**BORING METHOD**  
 HSA = Hollow Stem Augers  
 CFA = Continuous Flight Augers  
 DC = Driving Casing  
 MD = Mud Drilling

**SAMPLE TYPE**  
 PC = Pavement Core  
 CA = Continuous Flight Auger  
 DS = Driven Split Spoon  
 PT = Pressed Shelby Tube  
 RC = Rock Core

**SAMPLE CONDITIONS**  
 D = Disintegrated  
 I = Intact  
 U = Undisturbed  
 L = Lost

**GROUNDWATER DEPTH**  
 First Noted --  
 At Completion --  
 After --  
 Backfilled --

\* SPT = Standard Penetration Test - Driving 2" O.D. Sampler 18" with 140-Pound Hammer Falling 30"; Count Made at 6" Intervals



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## LOG OF TEST BORING

CLIENT: Integrated Engineering, PLLC BORING #: 720  
 PROJECT: Consulting Services, Picadome GC/Bob-O-Link Sewer Relocation PROJECT #: 130035LE  
Lexington, Kentucky PAGE #: 1 of 1  
 LOCATION OF BORING: As staked.

ELEV.	COLOR, MOISTURE, DENSITY, PLASTICITY, SIZE, PROPORTIONS DESCRIPTION	Strata Depth (feet)	Depth Scale (feet)	Sample Condition	Sample Number	Sample Type	SPT*	Recovery	
							Blows/6"	Rock Core RQD (%)	(In.)
935.6	Ground Surface	0.0	0						
	Overburden Soils (augered)								
930.6		5.0	5						
	Gray, very strong, weathered LIMESTONE. The limestone is medium to coarse-grained calcarenite. Minor solution features from 5.2' to 5.25', 5.9' to 6.0', 7.0' to 7.1', 7.3' to 7.45' (clay filled) and 9.25 to 9.3 (clay filled). (Grier Limestone Member)								
925.9		9.7	10	I	1	RC	RQD = 68%	102	94
	Gray, very strong LIMESTONE. The limestone is fine to coarse-grained, fossiliferous, nodular and bioclastic. A minor solution feature from 12.3' to 12.35. (Grier Limestone Member)								
			15	I	2	RC	RQD = 68%	48	100
917.6		18.0	18						
	Bottom of test boring at 18.0 feet.		20						
			25						
			30						

Datum: Mean Sea Level Hammer Weight: lb. Hole Diameter: 8 in. Drill Rig: CME 550 BD-1  
 Surface Elevation: 935.6 ft. Hammer Drop: in. Rock Core Diameter: 1.875 in. Foreman: L. Wanstrath  
 Date Started: 1/29/2013 Pipe Size: in. O.D. Boring Method: HSA-3.25 Engineer: L. Czor  
 Date Completed: 1/29/2013

<b>BORING METHOD</b>	<b>SAMPLE TYPE</b>	<b>SAMPLE CONDITIONS</b>	<b>GROUNDWATER DEPTH</b>
HSA = Hollow Stem Augers	PC = Pavement Core	D = Disintegrated	First Noted <u>--</u>
CFA = Continuous Flight Augers	CA = Continuous Flight Auger	I = Intact	At Completion <u>--</u>
DC = Driving Casing	DS = Driven Split Spoon	U = Undisturbed	After <u>--</u>
MD = Mud Drilling	PT = Pressed Shelby Tube	L = Lost	Backfilled <u>--</u>
	RC = Rock Core		

\* SPT = Standard Penetration Test - Driving 2" O.D. Sampler 18" with 140-Pound Hammer Falling 30"; Count Made at 6" Intervals



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Dayton, Ohio

## LOG OF TEST BORING

CLIENT: Integrated Engineering, PLLC

PROJECT: Consulting Services, Picadome GC/Bob-O-Link Sewer Relocation  
Lexington, Kentucky

BORING #: 721

PROJECT #: 130035LE

PAGE #: 1 of 1

LOCATION OF BORING: As staked.

ELEV.	COLOR, MOISTURE, DENSITY, PLASTICITY, SIZE, PROPORTIONS DESCRIPTION	Strata Depth (feet)	Depth Scale (feet)	Sample Condition	Sample Number	Sample Type	SPT* Blows/6"		Recovery	
							Rock Core RQD (%)	(in.)	(%)	
935.3	Ground Surface	0.0	0							
	Overburden Soils (augered)									
932.3		3.0								
	Gray and brown, strong to very strong LIMESTONE, medium to coarse-grained calcarenite with shale stringers. Minor solution features at 3.4' to 3.45', 3.8', 4.2', 4.9' to 5.0', 5.6' to 5.75', 6.15' to 6.25' (clay filled), 8.3' to 8.4' (clay filled). Grades to nodular limestone at 8.6'. Minor to moderate solution features from 10.9' and 11.1' to 12.4' (limestone fragments and gravel-filled). (Grier Limestone Member)		5	i	1	RC	RQD = 56%	116	97	
922.3		13.0								
920.3	Gray, very strong LIMESTONE. The limestone is nodular, fossiliferous and bioclastic. (Grier Limestone Member)	15.0	15	i	2	RC	RQD = 100%	24	100	
	Bottom of test boring at 15.0 feet.		20							
			25							
			30							

Datum: Mean Sea Level Hammer Weight: lb. Hole Diameter: 8 in. Drill Rig: CME 550 BD-1  
 Surface Elevation: 935.3 ft. Hammer Drop: in. Rock Core Diameter: 1.875 in. Foreman: L. Wanstrath  
 Date Started: 1/29/2013 Pipe Size: in. O.D. Boring Method: HSA-3.25 Engineer: L. Czor  
 Date Completed: 1/29/2013

**BORING METHOD**  
 HSA = Hollow Stem Augers  
 CFA = Continuous Flight Augers  
 DC = Driving Casing  
 MD = Mud Drilling

**SAMPLE TYPE**  
 PC = Pavement Core  
 CA = Continuous Flight Auger  
 DS = Driven Split Spoon  
 PT = Pressed Shelby Tube  
 RC = Rock Core

**SAMPLE CONDITIONS**  
 D = Disintegrated  
 i = Intact  
 U = Undisturbed  
 L = Lost

**GROUNDWATER DEPTH**  
 First Noted: --  
 At Completion: --  
 After: --  
 Backfilled: --

\* SPT = Standard Penetration Test - Driving 2" O.D. Sampler 18" with 140-Pound Hammer Falling 30"; Count Made at 6" Intervals



# THELEN ASSOCIATES, INC.

Geotechnical • Testing Engineers

• 125 Trade Str. St. D, Lexington, KY 40511-2616 / 859-226-0761 / Fax 859-226-0763

www.thelensoc.com

**Offices**

Erlanger, Kentucky  
Lexington, Kentucky  
Cincinnati, Ohio  
Dayton, Ohio

## LOG OF TEST BORING

CLIENT: Integrated Engineering, PLLC BORING #: 722  
 PROJECT: Consulting Services, Picadome GC/Bob-O-Link Sewer Relocation PROJECT #: 130035LE  
Lexington, Kentucky PAGE #: 1 of 1  
 LOCATION OF BORING: As staked.

ELEV.	COLOR, MOISTURE, DENSITY, PLASTICITY, SIZE, PROPORTIONS DESCRIPTION	Strata Depth (feet)	Depth Scale (feet)	Sample Condition	Sample Number	Sample Type	SPT* Blows/6"		Recovery	
							Rock Core RQD (%)	(In.)	(%)	
933.2	Ground Surface	0.0	0							
	Overburdened Soils (augered)									
928.7		4.5	5							
924.7	Gray, strong to very strong, weathered LIMESTONE, medium to coarse-grained calcarenite to 6.1', nodular and bioclastic from 6.1' to 8.5'.	8.5	10	I	1	RC	RQD = 71%	107	99	
918.2	Gray, very strong, unweathered LIMESTONE. The limestone is nodular and bioclastic. Solution features observed at 4.9', 5.2', 5.4', 5.8', 6.2', 6.8', 7.1', 7.4', 7.8', 8.3', 9.3', 12.2', 12.9' and 14.0' along bedding planes. (Grier Limestone Member)	15.0	15	I	2	RC	RQD = 100%	18	100	
	Auger refusal and bottom of test boring at 15.0 feet.		20							
			25							
			30							

Datum: Mean Sea Level Hammer Weight: lb. Hole Diameter: 8 in. Drill Rig: CME 550 BD-1  
 Surface Elevation: 933.2 ft. Hammer Drop: in. Rock Core Diameter: 1.875 in. Foreman: L. Wanstrath  
 Date Started: 1/29/2013 Pipe Size: in. O.D. Boring Method: HSA-3.25 Engineer: L. Czor  
 Date Completed: 1/29/2013

<b>BORING METHOD</b>	<b>SAMPLE TYPE</b>	<b>SAMPLE CONDITIONS</b>	<b>GROUNDWATER DEPTH</b>
HSA = Hollow Stem Augers	PC = Pavement Core	D = Disintegrated	First Noted <u>-</u>
CFA = Continuous Flight Augers	CA = Continuous Flight Auger	I = Intact	At Completion <u>-</u>
DC = Driving Casing	DS = Driven Split Spoon	U = Undisturbed	After <u>-</u>
MD = Mud Drilling	PT = Pressed Shelby Tube	L = Lost	Backfilled <u>-</u>
	RC = Rock Core		

\* SPT = Standard Penetration Test - Driving 2" O.D. Sampler 18" with 140-Pound Hammer Falling 30"; Count Made at 6" Intervals



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Dayton, Ohio

## LOG OF TEST BORING

CLIENT: Integrated Engineering, PLLC

BORING #: 723

PROJECT: Consulting Services, Picadome GC/Bob-O-Link Sewer Relocation  
Lexington, Kentucky

PROJECT #: 130035LE

PAGE #: 1 of 2

LOCATION OF BORING: As staked.

ELEV.	COLOR, MOISTURE, DENSITY, PLASTICITY, SIZE, PROPORTIONS DESCRIPTION	Strata Depth (feet)	Depth Scale (feet)	Sample Condition	Sample Number	Sample Type	SPT Blows/6"		Recovery	
							Rock Core RQD (%)	(in.)	(%)	
930.8	Ground Surface	0.0	0							
930.7	ASPHALT	0.1		I	1	DS	3-4-5	18	100	
928.8	Dark gray, moist, medium stiff to stiff SILTY CLAY.	2.0								
	Dark reddish brown, moist, medium dense GRAVEL, some sand and clay with oxide stains. Gravel consists of chert fragments.		5							
922.8		8.0		I	2	DS	7-6-5	4	22	
	Dark reddish brown and black, moist to very moist, loose, fine to coarse SAND with clay, little gravel, with oxide stains.		10							
917.8		13.0		I	3	DS	8-7-6	12	67	
	Mottled dark reddish brown, very moist, soft to medium stiff, fine sandy CLAY, some lenses of dark brown, coarse sandy clay, with oxide stains.		15							
912.8		18.0		I	4	DS	3-3-3	6	33	
	Mottled reddish brown, very moist to wet, very loose clayey fine sandy SILT, some lenses of soft to medium stiff fine sandy clay, with oxide stains.		20							
907.8		23.0		I	5	DS	3-2-3	18	100	
	Mottled reddish brown, very moist, medium stiff, fine sandy CLAY, with oxide stains.		25							
			30							
				I	6	DS	3-3-3	18	100	

Datum: Mean Sea Level

Hammer Weight: 140 lb.

Hole Diameter: 8 in.

Drill Rig: CME 550 BD-1

Surface Elevation: 930.8 ft.

Hammer Drop: 30 in.

Rock Core Diameter: --

Foreman: L. Wanstrath

Date Started: 1/26/2013

Pipe Size: 2 in. O.D.

Boring Method: HSA-3.25

Engineer: L. Czor

Date Completed: 1/26/2013

### BORING METHOD

HSA = Hollow Stem Augers  
CFA = Continuous Flight Augers  
DC = Driving Casing  
MD = Mud Drilling

### SAMPLE TYPE

PC = Pavement Core  
CA = Continuous Flight Auger  
DS = Driven Split Spoon  
PT = Pressed Shelby Tube  
RC = Rock Core

### SAMPLE CONDITIONS

D = Disintegrated  
I = Intact  
U = Undisturbed  
L = Lost

### GROUNDWATER DEPTH

First Noted 20.0 ft.  
At Completion 20.0 ft.  
After 2 hrs., 16.0 ft.  
Backfilled 2 hrs.

\* SPT = Standard Penetration Test - Driving 2" O.D. Sampler 18" with 140-Pound Hammer Falling 30"; Count Made at 6" Intervals



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## LOG OF TEST BORING

CLIENT: Integrated Engineering, PLLC BORING #: 723  
 PROJECT: Consulting Services, Picadome GC/Bob-O-Link Sewer Relocation PROJECT #: 130035LE  
Lexington, Kentucky PAGE #: 2 of 2  
 LOCATION OF BORING: As staked.

ELEV.	COLOR, MOISTURE, DENSITY, PLASTICITY, SIZE, PROPORTIONS DESCRIPTION	Strata Depth (feet)	Depth Scale (feet)	Sample Condition	Sample Number	Sample Type	SPT* Blows/6"		Recovery	
							Rock Core RQD (%)	(in.)	(%)	
896.8	Mottled reddish brown, very moist, medium stiff, fine sandy CLAY, with oxide stains.	34.0	30	I	7	DS	1-2-2	18	100	
891.8	Reddish brown, very moist to wet, loose clayey fine to coarse SAND, with oxide stains.	39.0	35	I	8	DS	3-4-5	18	100	
881.8	Reddish brown, very moist, stiff, fine sandy CLAY, with oxide stains.	49.0	40	I	9	DS	4-5-5	18	100	
879.8	Reddish, very moist to wet, very loose, fine to very coarse SAND, trace clay.	51.0	50	I	10A 10B	DS	1-2-1	18	100	
876.3	Reddish brown, very moist to wet, very loose, fine to medium SAND, trace clay with interbeds of laminated gray wet clayey fine to medium sandy silt.	54.5	55							
	Bottom of test boring at 54.5 feet.  Top of Rock at 54.0 feet Auger Refusal at 54.5 feet Note: Floaters encountered at 41.5', 44.0', and 46.0'		60							

Datum: Mean Sea Level Hammer Weight: 140 lb. Hole Diameter: 8 in. Drill Rig: CME 550 BD-1  
 Surface Elevation: 930.8 ft. Hammer Drop: 30 in. Rock Core Diameter: -- Foreman: L. Wanstrath  
 Date Started: 1/26/2013 Pipe Size: 2 in. O.D. Boring Method: HSA-3.25 Engineer: L. Czor  
 Date Completed: 1/26/2013

<b>BORING METHOD</b>	<b>SAMPLE TYPE</b>	<b>SAMPLE CONDITIONS</b>	<b>GROUNDWATER DEPTH</b>
HSA = Hollow Stem Augers	PC = Pavement Core	D = Disintegrated	First Noted <u>20.0 ft.</u>
CFA = Continuous Flight Augers	CA = Continuous Flight Auger	I = Intact	At Completion <u>20.0 ft.</u>
DC = Driving Casing	DS = Driven Split Spoon	U = Undisturbed	After <u>2 hrs., 16.0 ft.</u>
MD = Mud Drilling	PT = Pressed Shelby Tube	L = Lost	Backfilled <u>2 hrs.</u>
	RC = Rock Core		

\* SPT = Standard Penetration Test - Driving 2" O.D. Sampler 18" with 140-Pound Hammer Falling 30"; Count Made at 6" Intervals





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Cincinnati, Ohio  
Dayton, Ohio

## LOG OF TEST BORING

CLIENT: Integrated Engineering, PLLC

BORING #: 724

PROJECT: Consulting Services, Picadome GC/Bob-O-Link Sewer Relocation  
Lexington, Kentucky

PROJECT #: 130035LE

PAGE #: 1 of 2

LOCATION OF BORING: As staked.

ELEV.	COLOR, MOISTURE, DENSITY, PLASTICITY, SIZE, PROPORTIONS DESCRIPTION	Strata Depth (feet)	Depth Scale (feet)	Sample Condition	Sample Number	Sample Type	SPT* Blows/6"		Recovery	
							Rock Core RQD (%)	(in.)	(%)	
930.0	Ground Surface	0.0	0							
	Mixed dark brown, moist, medium stiff FILL, silty clay and topsoil and roots.			I	1	DS	2-3-5	18	100	
927.0		3.0								
	Mixed dark reddish brown and black, moist, medium stiff to stiff FILL, silty clay, some coarse sand and gravel, with oxide stains, trace asphalt fragments.		5	I	2	DS	5-7-6	18	100	
			10	I	3	DS	5-7-7	18	100	
917.0		13.0								
	Dark reddish brown, moist, stiff SILTY CLAY, little coarse sand and gravel, with oxide stains.		15	I	4	DS	3-5-7	18	100	
912.0		18.0								
	Dark reddish brown, moist, medium stiff to stiff SILTY CLAY, trace coarse sand and gravel, with oxide stains.		20	I	5	DS	3-5-6	18	100	
907.0		23.0								
	Dark brown, very moist, medium stiff CLAY, some sandy clay with gravel lenses, oxide stains.		25	I	6	DS	1-2-1	18	100	
902.0		28.0								
	Brown, wet, very loose clayey SAND, trace gravel, with oxide stains.		30							

Datum: Mean Sea Level Hammer Weight: 140 lb. Hole Diameter: 8 in. Drill Rig: CME 550 BD-1  
 Surface Elevation: 930.0 ft. Hammer Drop: 30 in. Rock Core Diameter: -- Foreman: L. Wanstrath  
 Date Started: 1/27/2013 Pipe Size: 2 in. O.D. Boring Method: HSA-3.25 Engineer: L. Czor  
 Date Completed: 1/27/2013

**BORING METHOD**  
 HSA = Hollow Stem Augers  
 CFA = Continuous Flight Augers  
 DC = Driving Casing  
 MD = Mud Drilling

**SAMPLE TYPE**  
 PC = Pavement Core  
 CA = Continuous Flight Auger  
 DS = Driven Split Spoon  
 PT = Pressed Shelby Tube  
 RC = Rock Core

**SAMPLE CONDITIONS**  
 D = Disintegrated  
 I = intact  
 U = Undisturbed  
 L = Lost

**GROUNDWATER DEPTH**  
 First Noted 30.0 ft.  
 At Completion 30.0 ft.  
 After --  
 Backfilled Immed.

\* SPT = Standard Penetration Test - Driving 2" O.D. Sampler 18" with 140-Pound Hammer Falling 30"; Count Made at 6" Intervals

**SECTION 00550 – NOTICE TO PROCEED**

**CONTRACTOR:** Free Contracting, Inc.  
1620 Old Frankfort Pike  
Lexington, KY 40504

**OWNER:** Lexington-Fayette Urban County Government  
Lexington, Kentucky

**PROJECT:** Bob-O-Link Trunk Sewer Replacement  
Lexington-Fayette Urban County Government  
Lexington, Kentucky

LFUCG Bid No.157-2013

Agreement (Contract) Amount:

**TWO MILLION, THREE HUNDRED FORTY SIX THOUSAND, THREE HUNDRED AND FORTY TWO DOLLARS, AND TEN CENTS (\$2,346,342.10)**

You are hereby notified to commence Work on the referenced project on or before **February 3, 2014** and to substantially complete Work within **Two-Hundred and Seventy (270) CONSECUTIVE CALENDAR DAYS** thereafter. Your Agreement (Contract) completion date is therefore **November 10, 2014**.

The Agreement (Contract) provides for assessment of the sum of **One Thousand Dollars (\$1,000.00)** as liquidated damages for each consecutive calendar day after the above established Agreement (Contract) completion date that the Work remains incomplete.

Lexington-Fayette Urban County Government

By: Vernon Azevedo

Title: **Vernon Azevedo, DWQ RMP Program Manager**

Date: **February 3, 2014**

END OF SECTION

1.01 PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_  
(Name of CONTRACTOR)

\_\_\_\_\_  
(Address of CONTRACTOR)

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

called Principal, and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinto called Surety, are held and firmly bound unto

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

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

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

WHEREAS, Principal by written agreement is entering into an Agreement (Contract) with OWNER for the  
Bob-O-Link Trunk Sewer Replacement, LFUCG Bid No. 157-2013 in accordance with Contract  
Documents prepared by Integrated Engineering, PLLC and dated November, 2013, which Agreement  
(Contract) is by reference made a part hereof, and is hereinafter referred to as the Agreement (Contract).

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

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

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

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

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

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

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

which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

By: \_\_\_\_\_(s)

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Surety

ATTEST:

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
Address

\_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Witness to Surety

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

\_\_\_\_\_  
Address

By: \_\_\_\_\_

\_\_\_\_\_

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

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

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

## Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

**Free Contracting, Inc.**  
1620 Old Frankfort Pike  
Lexington KY 40504

SURETY (Name and Principal Place of Business):

**Ohio Farmers Insurance Company**  
10300 Alliance Road Ste 260  
Cincinnati OH 45242

OWNER (Name and Address):

**Lexington-Fayette Urban County Government**  
200 East Main Street  
Lexington KY 40507

Bond No. 0482779

CONSTRUCTION CONTRACT

Date:

Amount: \$ 2,346,342.10

Description (Name and Location): **Bid # 157-2013- Bob-O-Link Trunk Sewer Replacement**

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$ 2,346,342.10

Modifications to this Bond:

None

See Page 3

CONTRACTOR AS PRINCIPAL

Company:

**Free Contracting, Inc.**

(Corporate Seal)

Signature:

Name and Title: **Rhonda Fister, President**

SURETY

Company:

**Ohio Farmers Insurance Company**

(Corporate Seal)

Signature:

Name and Title: **Sandy Q. Black, Attorney-In-Fact**

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

**Powell-Walton-Milward a Division of  
J Smith Lanier & Co  
PO Box 2030, Lexington KY 40588  
(859) 254-8023**

OWNER'S REPRESENTATIVE (Architect, Engineer or

other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as

practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if not liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**12 DEFINITIONS**

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received

by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL  
Company: \_\_\_\_\_ (Corporate Seal)

SURETY  
Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:  
Address:

Signature: \_\_\_\_\_  
Name and Title:  
Address:



1.02 PAYMENT BOND

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_  
(Name of CONTRACTOR)

\_\_\_\_\_  
(Address of CONTRACTOR)

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

called Principal, and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinto called Surety, are held and firmly bound unto

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

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

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

WHEREAS, Principal by written agreement is entering into an Agreement (Contract) with OWNER for the  
Bob-O-Link Trunk Sewer Replacement, LFUCG Bid No. 157-2013 in accordance with Contract  
Documents prepared by Integrated Engineering, PLLC and dated November, 2013, which Agreement  
(Contract) is by reference made a part hereof, and is hereinafter referred to as the Agreement (Contract).

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

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the  
Principal for labor material, or both, used or reasonably required for use in the performance of the  
Agreement (Contract), labor and material being construed to include that part of water, gas, power,  
light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Agreement  
(Contract).

2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
  - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the Work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the Work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
  - (b) After the expiration of one (1) year following the date on which Principal ceased Work on said Agreement (Contract), it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against aid improvement, whether or not claim for the amount of such lien be presented under and against this bond.

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

which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

By: \_\_\_\_\_(s)

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Surety

ATTEST:

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
Address

\_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Witness to Surety

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

\_\_\_\_\_  
Address

By: \_\_\_\_\_

\_\_\_\_\_

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

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

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Free Contracting, Inc.
1620 Old Frankfort Pike
Lexington KY 40504

SURETY (Name and Principal Place of Business):
Ohio Farmers Insurance Company
10300 Alliance Road Ste 260
Cincinnati OH 45242

OWNER (Name and Address):
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

CONSTRUCTION CONTRACT

Date:
Amount: \$ 2,346,342.10
Description (Name and Location): Bid # 157-2013- Bob-O-Link Trunk Sewer Replacement

BOND

Date (Not earlier than Construction Contract Date):
Amount: \$ 2,346,342.10
Modifications to this Bond:

X None See Page 6

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
Free Contracting, Inc.

SURETY
Company: (Corporate Seal)
Ohio Farmers Insurance Company

Signature: [Handwritten Signature]
Name and Title: Rhonda Fister, President

Signature: [Handwritten Signature]
Name and Title: Sandy Q. Black, Attorney-In-Fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer

or other party):

Powell-Walton-Milward a Division of
J Smith Lanier & Co
PO Box 2030, Lexington KY 40588
(859) 254-8023



# THELEN ASSOCIATES, INC.

Geotechnical • Testing Engineers

• 125 Trade Str. St. D, Lexington, KY 40511-2616 / 859-226-0761 / Fax 859-226-0763

www.thelennassoc.com

**Offices**

Erlanger, Kentucky  
Lexington, Kentucky  
Cincinnati, Ohio  
Dayton, Ohio

## LOG OF TEST BORING

CLIENT: Integrated Engineering, PLLC BORING #: 724  
 PROJECT: Consulting Services, Picadome GC/Bob-O-Link Sewer Relocation PROJECT #: 130035LE  
Lexington, Kentucky PAGE #: 2 of 2  
 LOCATION OF BORING: As staked.

ELEV.	COLOR, MOISTURE, DENSITY, PLASTICITY, SIZE, PROPORTIONS DESCRIPTION	Strata Depth (feet)	Depth Scale (feet)	Sample Condition	Sample Number	Sample Type	SPT* Blows/6"	Recovery	
							Rock Core RQD (%)	(in.)	(%)
			30	I	7	DS	1-3-1	18	100
	Brown, wet, very loose clayey SAND, trace gravel, with oxide stains.								
			35	I	8	DS	3-4-50/0*	12	67
893.0		37.0							
	Reddish brown, wet, very loose, silty fine to coarse SAND, trace clay and gravel, with oxide stains.								
			40	I	9	DS	1-1-1	18	100
882.0		48.0							
	Reddish brown, wet, loose, fine to medium silty SAND, trace clay, with oxide stains.								
			45	I	10	DS	1-2-1	18	100
877.0		53.0							
	Brown, wet, loose, fine to medium SAND and GRAVEL.								
			50	I	11	DS	3-3-3	18	100
872.5		57.5							
	Brown, wet, loose, fine to medium SAND and GRAVEL.								
			55	I	12	DS	50/5*	5	28
	Auger refusal and bottom of test boring at 57.5 feet.								
	Note: Possible bedrock at 54.4 feet.		60						

Datum: Mean Sea Level Hammer Weight: 140 lb. Hole Diameter: 8 in. Drill Rig: CME 550 BD-1  
 Surface Elevation: 930.0 ft. Hammer Drop: 30 in. Rock Core Diameter: -- Foreman: L. Wanstrath  
 Date Started: 1/27/2013 Pipe Size: 2 in. O.D. Boring Method: HSA-3.25 Engineer: L. Czor  
 Date Completed: 1/27/2013

**BORING METHOD**  
 HSA = Hollow Stem Augers  
 CFA = Continuous Flight Augers  
 DC = Driving Casing  
 MD = Mud Drilling

**SAMPLE TYPE**  
 PC = Pavement Core  
 CA = Continuous Flight Auger  
 DS = Driven Split Spoon  
 PT = Pressed Shelby Tube  
 RC = Rock Core

**SAMPLE CONDITIONS**  
 D = Disintegrated  
 I = Intact  
 U = Undisturbed  
 L = Lost

**GROUNDWATER DEPTH**  
 First Noted 30.0 ft.  
 At Completion 30.0 ft.  
 After --  
 Backfilled Immed.

\* SPT = Standard Penetration Test - Driving 2" O.D. Sampler 18" with 140-Pound Hammer Falling 30"; Count Made at 6" Intervals



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 Lexington, Kentucky  
 Cincinnati, Ohio  
 Dayton, Ohio

## LOG OF TEST BORING

CLIENT: Integrated Engineering, PLLC

BORING #: 726

PROJECT: Consulting Services, Picadome GC/Bob-O-Link Sewer Relocation  
Lexington, Kentucky

PROJECT #: 130035LE

LOCATION OF BORING: As staked.

PAGE #: 1 of 1

ELEV.	COLOR, MOISTURE, DENSITY, PLASTICITY, SIZE, PROPORTIONS DESCRIPTION	Strata Depth (feet)	Depth Scale (feet)	Sample Condition	Sample Number	Sample Type	SPT* Blows/ft*	Recovery	
								Rock Core RQD (%)	(in.)
930.2	Ground Surface	0.0	0						
	Overburden Soils (augered)								
927.2		3.0							
923.9	Gray and brown, strong, weathered LIMESTONE, with shale stringers. The limestone is fine to coarse-grained, sometimes fossiliferous and is calcarenite. Solution features observed with apparent open void from 6.3' to 7.0'. (Grier Limestone Member)	6.3	5						
923.2	Void	7.0							
	Gray, strong to very strong LIMESTONE, trace shale stringers. The limestone is nodular, bioclastic and fossiliferous. A solution feature was observed from 8.8 to 8.9 (gravel-filled). (Grier Limestone Member)		10	I	1	RC	RQD = 82%	86	90
919.2		11.0							
	Bottom of test boring at 11.0 feet.								

Datum: Mean Sea Level Hammer Weight: lb. Hole Diameter: 8 in. Drill Rig: CME 550 BD-1  
 Surface Elevation: 930.2 ft. Hammer Drop: in. Rock Core Diameter: 1.875 in. Foreman: L. Wanstrath  
 Date Started: 1/29/2013 Pipe Size: in. O.D. Boring Method: HSA-3.25 Engineer: L. Czor  
 Date Completed: 1/29/2013

**BORING METHOD**  
 HSA = Hollow Stem Augers  
 CFA = Continuous Flight Augers  
 DC = Driving Casing  
 MD = Mud Drilling

**SAMPLE TYPE**  
 PC = Pavement Core  
 CA = Continuous Flight Auger  
 DS = Driven Split Spoon  
 PT = Pressed Shelby Tube  
 RC = Rock Core

**SAMPLE CONDITIONS**  
 D = Disintegrated  
 I = Intact  
 U = Undisturbed  
 L = Lost

**GROUNDWATER DEPTH**  
 First Noted: --  
 At Completion: --  
 After: --  
 Backfilled: --

\* SPT = Standard Penetration Test - Driving 2" O.D. Sampler 18" with 140-Pound Hammer Falling 30"; Count Made at 6" Intervals

INTEGRATED ENGINEERING, PLLC  
 THELEN PROJECT NO. 130035LD  
 PICADOME/BOB-O-LINK SEWER REPLACEMENT

THELEN ASSOCIATES, INC.  
 125 TRADE STREET, SUITE D  
 LEXINGTON, KENTUCKY 40511

**SUMMARY OF BEDROCK SOUNDINGS**

Sounding No.	Ground Surface Elevation (ft.)	Depth to Top of Rock (ft.)	Top of Rock Elevation (ft.)	Depth to Auger Refusal (ft.)	Auger Refusal Elevation (ft.)	Remarks
700	922.0	7.0	915.0	7.0	915.0	GSE estimated, No Elevation on Stake
701	922.6	8.0	914.6	8.5	914.1	
702	923.0	10.0	913.0	10.5	912.5	
703	924.2	9.0	915.2	9.5	914.7	
704	924.1	16.0	908.1	16.5	907.6	
705	924.0	8.5	915.5	8.5	915.5	
706	923.8	16.0	907.8	16.0	907.8	
707	923.6	17.5	906.1	17.5	906.1	Rock Floater/Ledge at 10.0 ft.
708	923.4	10.0	913.4	10.0	913.4	
709	923.7	14.0	909.7	14.0	909.7	Rock Floater/Ledge at 10.0 ft.
710	923.6	14.5	909.1	14.5	909.1	Rock Floater/Ledge at 12.0 ft.
711	923.3	8.0	915.3	8.0	915.3	
712	924.0	13.0	911.0	14.0	910.0	Rock Floater/Ledge at 10.0 ft.
713	924.2	8.0	916.2	8.0	916.2	
714	924.3	9.0	915.3	10.0	914.3	
715	924.6	19.0	905.6	19.0	905.6	Rock Floater/Ledge at 16.5 ft.
716	925.2	8.0	917.2	19.5	905.7	Rock Core from 9.5 to 12.5, Void from 12.5 to 19.5 ft.
716A	925.2	20.0	905.2	20.0	905.2	Rock Core from 20.0 to 27.0 ft.
717	925.6	10.0	915.6	11.0	914.6	
718	926.5	15.0	911.5	15.0	911.5	Rock Floater/Ledge from 9.0 to 10.0 ft.
719	935.6	34.0	901.6	34.0	901.6	Groundwater at 19.0 ft. at 24 hours
720	935.6	4.0	931.6	5.0	930.6	Rock Core from 5.0 to 18.0 ft.
721	935.3	1.5	933.8	3.0	932.3	Rock Core from 3.0 to 15.0 ft.
722	933.2	4.0	929.2	4.5	928.7	Rock Core from 4.5 to 15.0 ft.
723	930.8	54.0	876.8	54.5	876.3	Groundwater at 9.0 ft. at 24 hours
724	930.0	57.5	872.5	57.5	872.5	
725	930.0	40.0	890.0	40.0	890.0	
726	930.2	2.5	927.7	3.0	927.2	Rock Core from 3.0 to 11.0 ft.
727	930.5	4.5	926.0	4.5	926.0	
728	931.2	6.0	925.2	7.0	924.2	
729	931.4	5.5	925.9	5.5	925.9	
730	932.6	6.5	926.1	7.0	925.6	Offset 7.0 ft. from Tree Line
731	933.7	6.0	927.7	6.5	927.2	
732	934.8	4.5	930.3	4.5	930.3	Offset 5.5 ft. from Tree Line
733						Did Not Drill, No Access
734						Did Not Drill, No Access
735	936.2	4.5	931.7	6.0	930.2	
736	936.1	4.5	931.6	5.0	931.1	
737	936.3	6.5	929.8	7.0	929.3	
738	938.3	9.0	929.3	9.0	929.3	

SUMMARY OF BEDROCK SOUNDINGS

Sounding No.	Ground Surface Elevation (ft.)	Depth to Top of Rock (ft.)	Top of Rock Elevation (ft.)	Depth to Auger Refusal (ft.)	Auger Refusal Elevation (ft.)	Remarks
739						
740	941.1	11.5	929.6	11.5	929.6	Did Not Drill, No Access
741	942.4	6.5	935.9	6.5	935.9	
742	941.2	9.5	931.7	9.5	931.7	
743	939.5	6.5	933.0	6.5	933.0	
744	939.4	6.5	932.9	6.5	932.9	
745	939.4	6.0	933.4	6.0	933.4	
746	936.6	5.5	931.1	6.0	930.6	
747	941.5	6.5	935.0	6.5	935.0	
748	943.6	8.5	935.1	8.5	935.1	
749	944.8	8.5	936.3	8.5	936.3	
750	946.4	10.5	935.9	10.5	935.9	
751	947.8	11.5	936.3	11.5	936.3	
752	948.6	12.5	936.1	12.5	936.1	
753						Did Not Drill, No Access
754	949.2	13.0	936.2	13.0	936.2	
755	949.0	11.5	937.5	11.5	937.5	
756	948.9	11.5	937.4	11.5	937.4	
757	950.7	12.5	938.2	12.5	938.2	
758	952.2	7.5	944.7	7.5	944.7	
759	953.1	9.0	944.1	9.0	944.1	
760	953.3	8.5	944.8	8.5	944.8	
761	953.8	8.5	945.3	8.5	945.3	
762	951.6	4.0	947.6	4.0	947.6	
763	950.4	3.5	946.9	3.5	946.9	
764	950.5	4.0	946.5	5.0	945.5	
765	948.1	3.5	944.6	3.5	944.6	
766	948.3	3.5	944.8	3.5	944.8	
767	950.3	3.5	946.8	3.5	946.8	
768	952.3	4.0	948.3	4.0	948.3	
769	954.2	4.0	950.2	4.5	949.7	
770*	951.4	2.5	948.9			
771*	948.6	0.1	948.5			Offset 9.5 ft.
772*	950.6	0.1	950.5			Offset 2.5 ft., GSE estimated, No Elevation on Stake
773A*	950.8	0.0	950.8			Offset 0.0 ft.
773B*	950.9	0.5	950.4			Offset 7.0 ft.
774*	951.5	0.9	950.6			Offset 5.0 ft.
775*	952.9	1.0	951.9			Offset 7.5 ft.
776*	953.4	0.8	952.6			Offset 6.0 ft.
777*	956.7	3.8	952.9			Offset 5.0 ft. Offset 15.0 ft.



INTEGRATED ENGINEERING, PLLC  
 THELEN PROJECT NO. 130035LD  
 PICADOME/BOB-O-LINK SEWER REPLACEMENT

THELEN ASSOCIATES, INC.  
 125 TRADE STREET, SUITE D  
 LEXINGTON, KENTUCKY 40511

**SUMMARY OF BEDROCK SOUNDINGS**

Sounding No.	Ground Surface Elevation (ft.)	Depth to Top of Rock (ft.)	Top of Rock Elevation (ft.)	Depth to Auger Refusal (ft.)	Auger Refusal Elevation (ft.)	Remarks
778						Stake No. 778 was omitted
779*	955.7	1.4	954.3			Offset 9.0 ft.
2468	958.5	4.0	954.5	4.0	954.5	
2469	959.4	3.5	955.9	3.5	955.9	
2470	959.3	3.5	955.8	3.5	955.8	
2471	959.9	3.0	956.9	4.0	955.9	
783	960.8	4.5	956.3	5.0	955.8	
784	962.6	5.0	957.6	6.0	956.6	
785*	963.4	5.5	957.9			

\* - Sounding was advanced within creek using hand probe due to rig access issues. Auger refusal was not encountered.

Note: Top of Rock and refusal as used in the table are defined as rock-like resistance to the advancement of the augers (ATV-mounted drill rig advancing 3-1/4" continuous flight augers using carbide steel cutting teeth). This may indicate the presence of weathered bedrock, boulders, or rock remnants. A more accurate determination regarding the location of the top of rock cannot be made without performing rock coring.



## SOIL CLASSIFICATION SHEET

### NON COHESIVE SOILS (Silt, Sand, Gravel and Combinations)

Density

Very Loose	- 5 blows/ft. or less
Loose	- 6 to 10 blows/ft.
Medium Dense	- 11 to 30 blows/ft.
Dense	- 31 to 50 blows/ft.
Very Dense	- 51 blows/ft. or more

Relative Properties

Descriptive Term	Percent
Trace	1 – 10
Little	11 – 20
Some	21 – 35
And	36 – 50

Particle Size Identification

Boulders	- 8 inch diameter or more
Cobbles	- 3 to 8 inch diameter
Gravel	- Coarse - 3/4 to 3 inches
	- Fine - 3/16 to 3/4 inches
Sand	- Coarse - 2mm to 5mm (dia. of pencil lead)
	- Medium - 0.45mm to 2mm (dia. of broom straw)
	- Fine - 0.075mm to 0.45mm (dia. of human hair)
Silt	- 0.005mm to 0.075mm (Cannot see particles)

### COHESIVE SOILS (Clay, Silt and Combinations)

Consistency

Consistency	Field Identification
Very Soft	Easily penetrated several inches by fist
Soft	Easily penetrated several inches by thumb
Medium Stiff	Can be penetrated several inches by thumb with moderate effort
Stiff	Readily indented by thumb but penetrated only with great effort
Very Stiff	Readily indented by thumbnail
Hard	Indented with difficulty by thumbnail

Unconfined Compressive Strength (tons/sq. ft.)

Less than 0.25
0.25 – 0.5
0.5 – 1.0
1.0 – 2.0
2.0 – 4.0
Over 4.0

Classification on logs are made by visual inspection.

Standard Penetration Test – Driving a 2.0" O.D., 1 3/8" I.D., sampler a distance of 1.0 foot into undisturbed soil with a 140 pound hammer free falling a distance of 30 inches. It is customary to drive the spoon 6 inches to seat into undisturbed soil, then perform the test. The number of hammer blows for seating the spoon and making the tests are recorded for each 6 inches of penetration on the drill log (Example – 6/8/9). The standard penetration test results can be obtained by adding the last two figures (i.e. 8+9=17 blows/ft.). Refusal is defined as greater than 50 blows for 6 inches or less penetration.

Strata Changes – In the column "Soil Descriptions" on the drill log, the horizontal lines represent strata changes. A solid line (————) represents an actually observed change; a dashed line (-----) represents an estimated change.

Groundwater observations were made at the times indicated. Porosity of soil strata, weather conditions, site topography, etc., may cause changes in the water levels indicated on the logs.



## ROCK CLASSIFICATION SHEET

### ROCK WEATHERING

Descriptions  
Unweathered

Field Identification

No visible sign of rock material weathering, perhaps slight discoloration on major discontinuity surfaces.

Weathered

Discoloration indicates weathering of rock material and discontinuity surfaces. All the rock material may be discolored by weathering and may be somewhat weaker externally than in its fresh condition.

Highly Weathered

Less than half of the rock material is decomposed and/or disintegrated to a soil. Fresh or discolored rock is present either as a discontinuous framework or as corestones.

Residual Soil

All rock material is decomposed and/or disintegrated to soil. The original mass structure is still largely intact with bedding planes visible, and the soil has not been significantly transported.

### ROCK STRENGTH

Descriptions  
Extremely Weak

Field Identification

Indented by thumbnail

Uniaxial  
Compressive  
Strength (psi)  
40-150

Very Weak

Crumbles under firm blows with point of geological hammer, can be peeled by a pocket knife.

150-700

Weak

Can be peeled by a pocket knife with difficulty, shallow indentations made by firm blow with point of geological hammer.

700-4,000

Medium Strong

Cannot be scraped or peeled with a pocket knife, specimen can be fractured with a single blow of a geological hammer.

4,000-7,000

Strong

Specimen requires more than one blow of a geological hammer to fracture.

7,000-15,000

Very Strong

Specimen requires many blows with a geological hammer to fracture.

15,000-36,000

Extremely Strong

Specimen can only be chipped with geological hammer.

>36,000

### BEDDING

Descriptive Term

Bed Thickness

Massive

> 4 ft.

Thick

2 to 4 ft.

Medium

2 in. to 2 ft.

Thin

< 2 in.



4

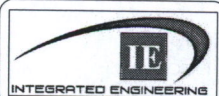
SOUNDING LOCATIONS

**SOUNDING LOCATIONS**

DESCRIPTION OF REVISION

PROJECT NO.:  
120075  
DATE:  
FEBRUARY 2013  
DRAWN BY:  
BL  
CHECKED BY:  
EM

PROJECT  
**BOBO-LINK SANITARY SEWER PROJECT**  
LEXINGTON, KENTUCKY  
FAYETTE COUNTY, KENTUCKY  
LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT  
200 EAST MAIN - LEXINGTON, KY 40507  
P (859) 258-3100 - F (859) 258-3184  
www



SEAL



3

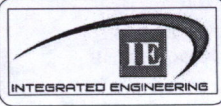
SHEET NO.

**SOUNDING LOCATIONS**

DESCRIPTION OF REVISION


PROJECT No.: 120075  
 DATE: FEBRUARY 2013  
 DRAWN BY: BL  
 CHECKED BY: EM

PROJECT  
**BOBOLINK SANITARY SEWER PROJECT**  
 LEXINGTON, KENTUCKY  
 FAYETTE COUNTY, KENTUCKY  
 LEXINGTON-FAYETTE URBAN  
 COUNTY GOVERNMENT  
 200 EAST MAIN - LEXINGTON, KY 40507  
 P (606) 258-3100 • F (606) 258-3194  
 OWNER



SEAL



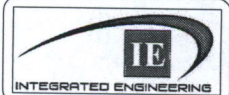
2  
SHEET NO.

**SOUNDING LOCATIONS**

DESCRIPTION OF REVISION

PROJECT NO.:  
120075  
DATE:  
FEBRUARY 2013  
DRAWN BY:  
BL  
CHECKED BY:  
EM

PROJECT  
**BOB-O-LINK SANITARY SEWER PROJECT**  
LEXINGTON, KENTUCKY  
FAYETTE COUNTY, KENTUCKY  
LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT  
200 EAST MAIN - LEXINGTON, KY 40507  
P (859) 258-3100 - F (859) 258-3194  
OWNER



SEAL



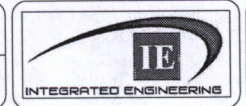
SHEET NO.  
1

**SOUNDING LOCATIONS**

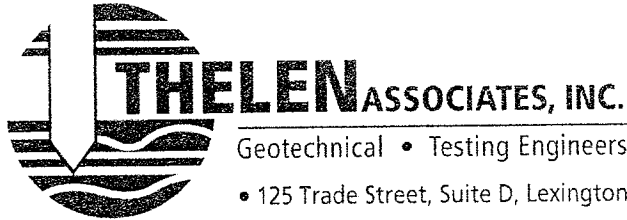
DESCRIPTION OF REVISION

PROJECT NO.:  
120075  
DATE:  
FEBRUARY 2013  
DRAWN BY:  
BL  
CHECKED BY:  
EM

PROJECT  
**BOBOLINK SANITARY SEWER PROJECT**  
LEXINGTON, KENTUCKY  
FAVETTE COUNTY, KENTUCKY  
LEXINGTON-FAVETTE URBAN  
COUNTY GOVERNMENT  
200 EAST MAIN - LEXINGTON, KY 40507  
P (859) 258-3100 - F (859) 258-3194  
CIVIL



SEAL



[www.thelenassoc.com](http://www.thelenassoc.com)

Offices  
Erlanger, Kentucky  
Lexington, Kentucky  
Cincinnati, Ohio  
Dayton, Ohio

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November 20, 2012

Integrated Engineering, PLLC  
1716 Sharkey Way, Suite 200  
Lexington, Kentucky 40511

Attn: Mr. Edward H. Mesta, P.E.

Re: Drilling Services  
Wolf Run/Bob-O-Link Sanitary  
Sewer Project  
Lexington, Kentucky

Ladies and Gentlemen:

As requested, we have performed drilling services in the form of bedrock soundings for the Lexington Fayette Urban County Government – Wolf Run/Bob-O-Link Sanitary Sewer Improvement Project in Lexington, Kentucky. We performed seventeen (17) soundings using a track-mounted drill rig equipped with solid stem continuous-flight augers. As previously discussed, we advanced the soundings to a cutoff depth of approximately 20.0 feet below the existing ground surface and at locations determined from the Integrated Engineering, PLLC (Integrated) boring location sketch (undated), or to auger refusal, whichever was less. All sounding locations and ground surface elevations were determined in the field by Integrated personnel and provided to us for inclusion in this report.

We have attached the Summary of Bedrock Soundings table to this letter, which includes applicable data regarding boring location, top of rock, and auger refusal depths during the drilling operations. Top of bedrock and refusal as used in the table are defined as rock-like resistance to advancement of the augers (track-mounted drill rig advancing 3-1/4" continuous flight augers using carbide steel cutting teeth). This may indicate the presence of weathered bedrock, boulders, or rock remnants. A more accurate determination regarding the location of the top of rock cannot be made without performing rock coring.



We appreciate the opportunity to provide the geotechnical drilling services for the Wolf Run/Bob-O-Link sanitary sewer design. Should you have any questions concerning the information contained in this letter, please do not hesitate to contact us.

Respectfully submitted,  
**THELEN ASSOCIATES, INC.**



Lee J. Czor, P.E.  
Senior Geotechnical Engineer

LJC:lcp  
120834LD

Copies Submitted: 1 – Integrated (e) (m)

Attachment: Summary of Bedrock Soundings

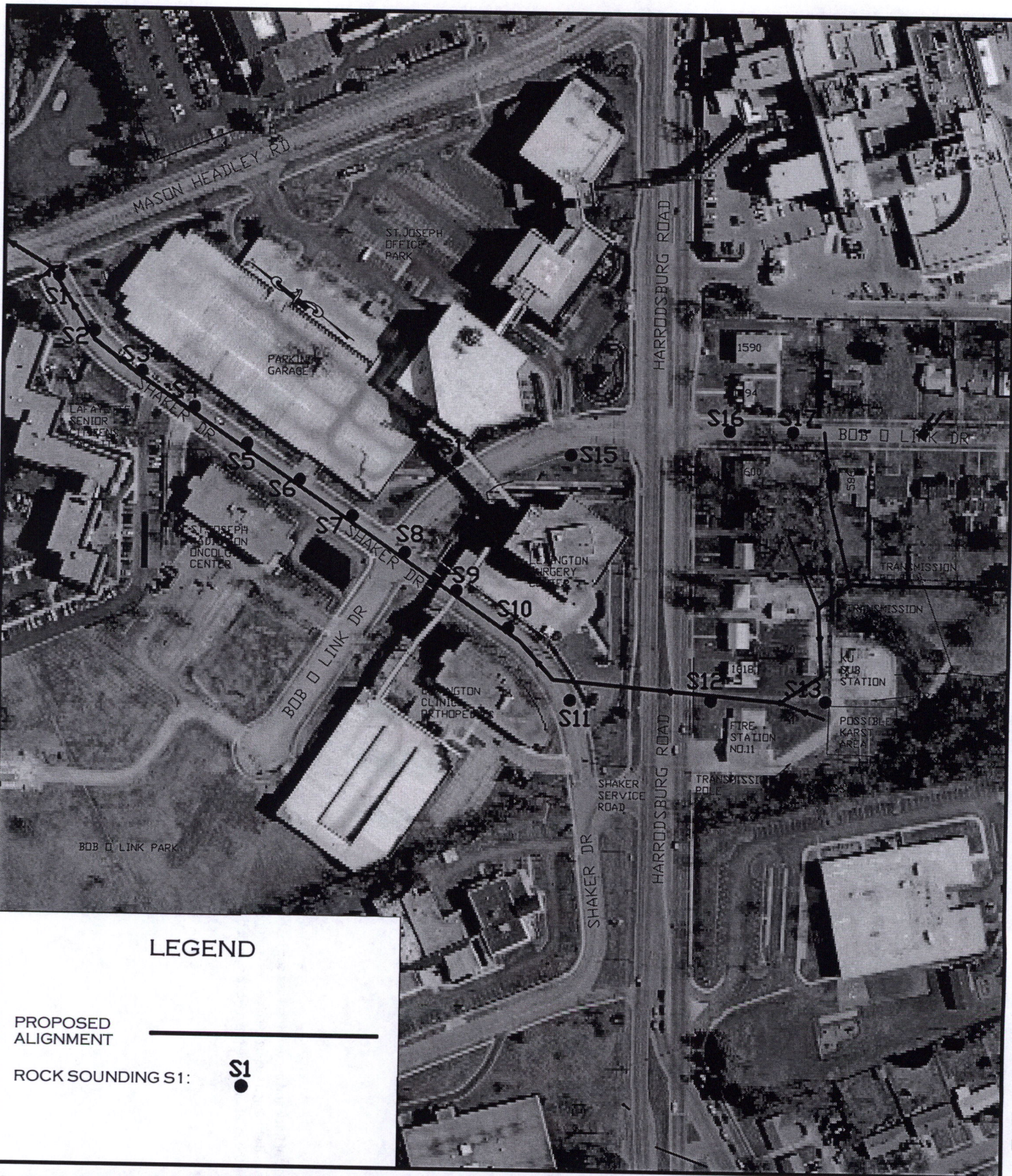
INTEGRATED ENGINEERING, PLLC  
 THELEN PROJECT NO. 120834LD  
 WOLF RUN/BOB-O-LINK SEWER

THELEN ASSOCIATES, INC.  
 125 TRADE STREET, SUITE D  
 LEXINGTON, KENTUCKY 40511

SUMMARY OF BEDROCK SOUNDINGS

Sounding No.	Ground Surface Elevation (ft.)	Depth to Top of Rock (ft.)	Top of Rock Elevation (ft.)	Depth to Auger Refusal (ft.)	Auger Refusal Elevation (ft.)	Remarks
1	928.2	> 20.0	---	> 20.0	---	Floater at 15.0 ft. depth
2	931.0	> 20.0	---	> 20.0	---	Floater at 17.0 ft. depth
3	931.7	> 20.0	---	> 20.0	---	Floater at 17.5 ft. depth
4	931.1	> 20.0	---	> 20.0	---	
5	931.3	14.7	916.6	15.0	901.6	
6	932.0	> 20.0	---	> 20.0	---	
7	932.8	> 20.0	---	> 20.0	---	Floater from 17.7 to 20.0 ft. depth
8	933.6	> 20.0	---	> 20.0	---	
9	934.3	6.7	927.6	10.0	917.6	
10	935.2	> 20.0	---	> 20.0	---	
11	937.6	> 20.0	---	> 20.0	---	Floater from 1.5 to 5.2 ft. depth
12	938.2	11.4	926.8	11.8	915.0	
13	936.5	2.0	934.5	4.5	930.0	
14	931.4	11.5	919.9	11.8	908.1	
15	934.8	12.0	922.8	13.5	909.3	
16	935.6	6.8	928.8	7.1	921.7	
17	936.7	3.9	932.8	4.2	928.6	

Note: Top of Rock and auger refusal as used in the table are defined as rock-like resistance to the advancement of the augers (Track-mounted drill rig advancing 3-1/4" continuous flight augers using carbide steel cutting teeth). This may indicate the presence of weathered bedrock, boulders, or rock remnants. A more accurate determination regarding the location of the top of rock cannot be made without performing rock coring.

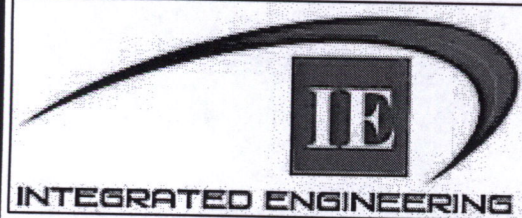


**LEGEND**

PROPOSED ALIGNMENT



ROCK SOUNDING S1:



DATE: *June 2013*

PROJECT: 120075

SCALE: 1" = 200'

PROJECT NAME: *Bob-o-Link Sanitary Sewer Project*



SECTION 00410 – BID FORM

Bob-O-Link Trunk Sewer Replacement

Division of Water Quality  
Lexington-Fayette Urban County Government

LFUCG Bid No. 157-2013

1.01 GENERAL

Place: Lexington, Kentucky

Date: December 18, 2013

The following Bid Form shall be followed exactly in submitting a Bid for this Work.

This Bid Form Submitted by Free Contracting, Inc  
1620 Old Frankfort Pike, Lex KY 40504  
(Name and Address of Bidder)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of KY, doing business as 9 Corporation  
"a corporation," "a partnership", or an "individual" as applicable

To: Lexington-Fayette Urban County Government  
(Hereinafter called "Owner")  
Office of the Director of Central Purchasing  
200 East Main Street, Room 338  
Lexington, KY 40507

The Bidder, in compliance with your Advertisement for Bids for the Bob-O-Link Trunk Sewer Replacement, Lexington, Kentucky, having examined the Contract Documents including the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions and any and all addendums 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 unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid is a part.

The Bidder hereby agrees to commence Work under this Contract on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the Project within Two-Hundred and Seventy (270) consecutive calendar days. Bidder further agrees to pay liquidated damages, the sum of One Thousand Dollars and /zero cents (\$1,000.00) for each consecutive day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 12-3-13; Addendum No. \_\_\_ Date \_\_\_\_\_

Addendum No. 2 Date 12-9-13; Addendum No. \_\_\_ Date \_\_\_\_\_

Addendum No. 3 Date 12-13-13; 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.

1.02 LEGAL STATUS OF BIDDER

Bidder Free Contracting, Inc

Date 12-18-13

\*A. A corporation duly organized and doing business under the laws of the State of KY,  
for whom Rhonda Estep, bearing the  
official title of President, whose signature is  
affixed to this Bid is duly authorized to execute contracts.

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

\*C. An individual, whose signature is affixed to this Bid. (Print name)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

1.03 BIDDERS AFFIDAVIT

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

A His/her name is Rhonda Fister and he/she is the individual submitting the Bid or is the authorized representative of Free Contracting, Inc the entity submitting the Bid (hereinafter referred to as "Bidder").

- B. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the Bid is submitted, prior to award of the Agreement and will maintain a "current" status in regard to those taxes and fees during the life of the Agreement.
- C. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the Agreement
- D. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
- E. Bidder 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 an Agreement to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
- F. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as the "Ethics Act."
- G. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists

Further, Affiant sayeth naught

[Handwritten Signature]  
Affiant Signature

STATE OF KY  
COUNTY OF Fayette

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

Rhonda Fister on this the 18<sup>th</sup> day of Dec, 2013

My Commission expires: August 13, 2015  
Amy Freibis  
NOTARY PUBLIC, STATE AT LARGE

1.04 BID SCHEDULE

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

If a discrepancy between the unit price and the item total exists, the unit price prevails except:

If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.

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

For a lump sum based bid, the item total is the bid amount the Owner uses for bid comparison.

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

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

**SCHEDULE A – ALL WORK EXCLUDING ROCK REMOVAL**

BID ITEM NO.	UNIT DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	TOTAL AMOUNT BID
1	Mobilization	LS	1	\$50,000	\$50,000
2	Bonds and Insurance	LS	1	\$35,000	\$35,000
3	General Requirements	LS	1	\$75,000	\$75,000
4	Demobilization	LS	1	\$20,000	\$20,000
5	Erosion and Sediment Control and Conformance with SWPPP	LS	1	\$25,000	\$25,000

6	6-inch Gravity Sewer Lateral. PVC (SDR 35). 0-6' depth	LF	165	\$ 65	\$ 10,725
7	6-inch Gravity Sewer Lateral. PVC (SDR 35). 6.1'-10' depth	LF	345	\$ 74	\$ 25,530
8	8-inch Gravity Sewer Pipe, PVC (SDR 35). 0-6' depth	LF	292	\$ 70	\$ 20,440
9	12-inch Gravity Sewer Pipe (DIP, RCP, PVC). 0-6' depth	LF	242	\$ 95	\$ 22,990
10	12-inch Gravity Sewer Pipe (DIP, RCP, PVC). 6.1'-10' depth	LF	60	\$ 105	\$ 6,300
11	15-inch (RCP, PVC) or 14- inch (DIP) Gravity Sewer Pipe. 0-6' depth	LF	624	\$ 105	\$ 65,520
12	15-inch (RCP, PVC) or 14- inch (DIP) Gravity Sewer Pipe. 6.1'-10' depth	LF	230	\$ 115	\$ 26,450
13	18-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC). 0-6' depth	LF	146	\$ 125	\$ 18,250
14	18-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC). 6.1'-10' depth	LF	576	\$ 135	\$ 77,760
15	18-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC). 10.1'-14' depth	LF	152	\$ 155	\$ 23,560
16	21-inch (RCP, PVC) or 20- inch (DIP, FRP) Gravity Sewer Pipe. 0-6' depth	LF	236	\$ 135	\$ 31,860



17	21-inch (RCP, PVC) or 20-inch (DIP, FRP) Gravity Sewer Pipe. 6.1'-10' depth	LF	978	\$ 145	\$ 141,810
18	21-inch (RCP, PVC) or 20-inch (DIP, FRP) Gravity Sewer Pipe. 10.1'-14' depth	LF	168	\$ 165	\$ 27,720
19	24-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC). 0-6' depth	LF	20	\$ 165	\$ 3,300
20	24-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC). 6.1'-10' depth	LF	1,034	\$ 185	\$ 191,290
21	24-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC). 10.1'-14' depth	LF	1,008	\$ 215	\$ 216,720
22	24-inch Gravity Sewer Pipe (DIP, FRP, RCP, PVC), greater than 14' depth	LF	140	\$ 245	\$ 34,300
23	24-inch Tee Fittings for Gravity Sewer Lateral Connection (FRP, RCP, PVC, DI)	EA	4	\$ 1,500	\$ 6,000
24	21-inch Tee Fittings for Gravity Sewer Lateral Connection (FRP, RCP, PVC, DI)	EA	21	\$ 1,000	\$ 21,000
25	18-inch Tee Fittings for Gravity Sewer Lateral Connection (FRP, RCP, PVC, DI)	EA	10	\$ 700	\$ 7,000
26	15-inch Tee Fittings for Gravity Sewer Lateral Connection (FRP, RCP, PVC,)	EA	9	\$ 400	\$ 3,600
27	12-inch Tee Fittings for Gravity Sewer Lateral Connection (FRP, RCP, PVC, DI)	EA	2	\$ 400	\$ 800

28	10-inch Tee Fittings for Gravity Sewer Lateral Connection (FRP, RCP, PVC, DI)	EA	2	\$300	\$600
29	8-inch Tee Fittings for Gravity Sewer Lateral Connection (FRP, RCP, PVC, DI)	EA	2	\$200	\$400
30	36-inch Steel Encasement Pipe, bore and jack	LF	474	\$650	\$308,100
31	Connect to existing 8-inch sewer	EA	8	\$500	\$4,000
32	Connect to existing 15-inch sewer	EA	3	\$1,000	\$3,000
33	Partially demolish and fill manhole	EA	13	\$750	\$9,750
34	Install 6-inch Cleanout (HS 20 Rated for Traffic Loading)	EA	6	\$1,000	\$6,000
35	Install 6-inch Cleanout	EA	42	\$400	\$16,800
36	Standard Manhole, 4-foot diameter (depth 5.1 to 6.0 ft)	EA	8	\$2,500	\$20,000
37	Standard Manhole, 4-foot diameter (depth 6.1 to 10.0 ft)	EA	19	\$3,000	\$57,000
38	Standard Manhole, 4-foot diameter (depth 10.1 to 14.0 ft)	EA	7	\$3,500	\$24,500

39	Standard Manhole, 4-foot diameter (greater than 14' depth)	EA	2	\$5,000	\$10,000
40	Standard Manhole, 6-foot diameter (depth to 6.1 to 10.0 ft)	EA	1	\$5,000	\$5,000
41	Standard Manhole, 6-foot diameter (depth to 10.1 to 14.0 ft)	EA	1	\$6,500	\$6,500
42	Standard Manhole, 10-foot diameter (6.1' - 10' Depth)	EA	1	\$15,000	\$15,000
43	Manhole Drop Connection (8"-10")	EA	2	\$1,000	\$2,000
44	Manhole Diaphragm, Manhole Anti-Flotation Collar, & Watertight Cover (4-foot diameter Manhole)	EA	14	\$250	\$3,500
45	Manhole Diaphragm, Manhole Anti-Flotation Collar, & Watertight Cover (10-foot diameter Manhole)	EA	1	\$250	\$250
46	Reconnect new MH to existing service lateral	EA	8	\$600	\$4,800
47	Cut and cap existing 8-inch sewer	EA	4	\$300	\$1,200
48	Cut and cap existing 15-inch sewer	EA	8	\$300	\$2,400
49	Creek Crossing and Bank / Bed Restoration	LS	1	\$65,000	\$65,000

50	Video inspection of new sewer pipe	LF	6.392	\$ 1	\$ 6,392
51	Tree Removal, > 12-inch diameter	EA	50	\$ 1	\$ 50
52	#9 or #57 Stone for Shaker Drive Reconstruction (Additional Backfill Allowance - Zone 2)	LS	1	\$ 130,000	\$ 130,000
53	Bituminous Pavement Surface Replacement (Shaker Drive - Zone 3)	SY	4,200	\$ 29.12	\$ 122,304
54	Dense Graded Aggregate (DGA) Replacement Shaker Drive - Zone 3)	SY	4,200	\$ 9.66	\$ 40,572
55	Bituminous Pavement Surface Replacement (Bob-O-Link Drive)	SY	120	\$ 69.66	\$ 8,359.20
56	Dense Graded Aggregate (DGA) Replacement (Bob O Link Drive) (6" depth)	SY	120	\$ 14.16	\$ 1,699.20
57	Bituminous Pavement Surface Replacement (Rear Parking Lot of 1600, 1604, 1608, 1610, 1614, & 1618 Harrodsburg Rd)	SY	450	\$ 23.98	\$ 10,791
58	Bituminous Pavement Surface & Binder Replacement (Rear Parking Lot of 1600, 1604, 1608, 1610, 1614, & 1618 Harrodsburg Rd)	SY	250	\$ 46.09	\$ 11,522.50
59	Bituminous Pavement Surface & Binder Replacement (Driveway of 586 Bob-O-Link Drive)	SY	130	\$ 75.06	\$ 9,757.80
60	Bituminous Pavement Surface Replacement (Driveway of 586 Bob-O-Link Drive)	SY	95	\$ 74.46	\$ 7,073.70

61	Bituminous Pavement Surface & Binder Replacement (Driveway of 345 Bob-O-Link Drive)	SY	10	\$280.08	\$2,800.80
62	Bituminous Pavement Surface Replacement (Driveway of 345 Bob-O-Link Drive)	SY	330	\$41.73	\$13,770.90
63	Asphalt Pavement Milling, 1.5 - inch Depth	SY	10	\$143.11	\$1,431.10
64	20 ft x 40 ft Paved Truck Turnaround (345 Bob-O-Link)	SY	90	\$113.96	\$10,256.40
65	Roadway Striping	LF	1,100	\$1.30	\$1,430
66	Storm Sewer Replacement (12"). RCP	LF	48	\$55	\$2,640
67	Storm Sewer Replacement (15"), RCP	LF	56	\$60	\$3,360
68	Storm Sewer Replacement (24"). RCP	LF	24	\$70	\$1,680
69	Storm Sewer Replacement (30"). RCP	LF	48	\$85	\$4,080
70	Storm Sewer Replacement (36"). RCP	LF	32	\$95	\$3,040
71	Seeding, Temporary, Extra as directed by Engineer	SY	100	\$ .40	\$ 40

72	Seeding, Permanent	SY	19.500	\$ .50	\$ 9,750
73	Monolithic Concrete Curb & Gutter Replacement	LF	100	\$ 25	\$ 2,500
74	Concrete Curb Replacement	LF	10	\$ 20	\$ 200
75	Bituminous Curb Replacement	LF	10	\$ 20	\$ 200
76	Dense Graded Aggregate - DGA, Extra as directed by Engineer	Ton	10	\$ 25	\$ 250
77	No. 9 Crushed Stone, Extra as directed by Engineer	Ton	10	\$ 25	\$ 250
78	No. 57 Crushed Stone, Extra as directed by Engineer	Ton	10	\$ 24	\$ 240
79	No. 2 Crushed Stone, Extra as directed by Engineer	Ton	10	\$ 24	\$ 240
80	Concrete Sidewalk 4.5 - inch thick	SY	32	\$ 45	\$ 1,440
81	4.0 ft. Chain Link Fence	LF	600	\$ 25	\$ 15,000
82	Safety Fence, Extra as directed by Engineer	LF	100	\$ 3	\$ 300

83	Bypass Pumping Setup, <12-inch Sewer Line	EA	8	\$ 1,000	\$ 8,000
84	Bypass Pumping Setup, ≥15-inch <18-inch Sewer Line	EA	12	\$ 1,000	\$ 12,000
85	Bypass Pumping, <12-inch Sewer Line	HR	160	\$ 8	\$ 1,280
86	Bypass Pumping, ≥15-inch <18-inch Sewer Line	HR	700	\$ 10	\$ 7,000
87	Picadome Golf Course Restoration	LS	1	\$ 85,000	\$ 85,000
88	Reconstruction of Concrete Manhole Spillway (380 Bob- O-Link Drive)	LS	1	\$ 5,000	\$ 5,000
89	Miscellaneous Construction Items (1604, 1608, 1610, 1614, and 1618 Harrodsburg Road)	LS	1	\$ 15,000	\$ 15,000
90	Road ramps (as directed by Engineer)	EA	1	\$ 500	\$ 500
91	SSO Site Cleanup	EA	1	\$ 750	\$ 750
92	Maintenance of Traffic	LS	1	\$ 20,000	\$ 20,000
93	Combination Vacuum/Hydraulic Jet/Hydro Excavator, extra as directed by Engineer	HR	10	\$ 200	\$ 2,000

94	Backhoe/Extend-a-hoe, extra as directed by Engineer	HR	150	\$ 15	\$ 2,250
95	Hoe Ram, extra as directed by Engineer	HR	10	\$ 100	\$ 1,000
96	Dump Truck, Single Axle, extra as directed by Engineer	HR	10	\$ 50	\$ 500
97	Dump Truck Tandem or Tri-Axle, extra as directed by Engineer	HR	10	\$ 70	\$ 700
98	Large Track Hoe, CAT 311 or Equivalent, extra as directed by Engineer	HR	10	\$ 80	\$ 800
99	Small Track Hoe, CAT 301.6C or Equivalent, extra as directed by Engineer	HR	10	\$ 50	\$ 500
100	Skid-Steer Loader, extra as directed by Engineer	HR	10	\$ 50	\$ 500
101	Roller/Compactor, extra as directed by Engineer	HR	10	\$ 50	\$ 500
102	Traffic Maintenance - Type 1 (Flagger), extra as directed by Engineer	HR	10	\$ 55	\$ 550
103	Electronic Arrow Board, extra as directed by Engineer	HR	10	\$ 10	\$ 100
104	Electronic Message Board, extra as directed by Engineer	WK	10	\$ 500	\$ 5,000



Schedule A (Items 1 Thru 104), all work excluding Rock Removal	\$2,346,315.00
----------------------------------------------------------------	----------------

Total Schedule A Amount (In Words):

*Six* ~~Two~~ <sup>135</sup> ~~18~~ / 13  
Two million Three hundred forty thousand three hundred fifteen Dollars and sixty cents

SCHEDULE B - ROCK REMOVAL

BID ITEM NO.	UNIT DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	TOTAL AMOUNT BID
B1	Rock Removal (Mechanical Methods Only)	CY	2.650	\$0.01	\$26.50

Total Schedule B Bid Amount	\$ 26.50
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TOTAL BID AMOUNT (Sum of Schedule A and Schedule B):

Two million three hundred forty six thousand three hundred forty two dollars  
 Dollars (\$ 2,346,342.10 ) and tencents

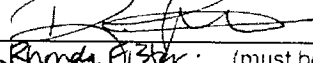
Respectfully Submitted,

FIRM: Free Contracting, Inc

ADDRESS: 1620 Old Frankfort Pike

CITY/STATE/ZIP: Lexington, KY 40504

DATE: 12-18-13

BY:  / President  
 Rhonda Fisher (must be original signature)

TITLE: President

PHONE: 859-255-2236 x22 FAX: 859-259-0458  
 (area code, number & extension)

EMAIL ADDRESS: rhonda@freecontracting.com

OFFICIAL ADDRESS AND PHONE:

1620 Old Frankfort Pike  
Lexington, KY 40504

(Seal if Bid is by Corporation)

By signing this form you agree to all of the terms and associated forms.

1.05 STATEMENT OF BIDDER'S QUALIFICATIONS

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

- A. Name of Bidder: Free Contracting, Inc
- B. Permanent Place of Business: 1620 Old Frankfort Pike, Lexington, KY 40504
- C. When Organized: June 1993
- D. Where Incorporated: KY
- E. Financial Condition:

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

- F. In the event the Agreement is awarded to the undersigned, Performance, Payment, Erosion and Sediment Control, and Warranty bonds will be furnished by:

Ohio Farmers Insurance Company (Surety)

Signed: [Signature] (Representative of Surety)

Sandy Q. Black, Attorney-in-fact

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
<u>See Attached</u>		

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
<u>See Attached</u>		

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 11/06/12. FOR ANY PERSON OR PERSONS NAMED BELOW

General Power of Attorney

CERTIFIED COPY

POWER NO. 1673552 00  
Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.  
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint SANDY Q. BLACK, CHRIS P. BARNETT, TERESA L. JOHNS, MACKENZIE A. HUSTON, JOINTLY OR SEVERALLY

of LEXINGTON and State of KY its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

**LIMITATION:** THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS, and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary.

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2010)

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 06th day of NOVEMBER, A.D. 2012.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*  
Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio ss.:  
County of Medina

On this 06th day of NOVEMBER, A.D. 2012, before me personally came Dennis P. Baus to me known, who being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



*William J. Kahelin*  
William J. Kahelin, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio ss.:  
County of Medina

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect, and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 18th day of December, A.D. 2013



*Frank A. Carrino* Secretary  
Frank A. Carrino, Secretary

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

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
Martin Fister	General Superintendent	20+
Rhonda Fister	President	20+
Fletcher Gobbard	Project Manager	1.5

J. MWDBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS (LIST)</u>	<u>PROJECT (SPECIFIC TYPE)</u>	<u>MWDBE</u>	<u>% of WORK</u>
None			

(USE ADDITIONAL SHEETS IF NECESSARY)

K. We acknowledge that, if we are the apparent low Bidder, we may be required to submit to the Owner within seven (7) calendar days following the Bid Opening, a sworn statement regarding all office management and field management personnel. Additionally, if requested by the Owner, we will within seven (7) days following the request submit audited financial statements and loss history for insurance claims for the three (3) most recent years (or a lesser period if stipulated by the Owner)

1.06 LIST OF PROPOSED SUBCONTRACTORS

The following list of proposed subcontractors is required by the Owner to be executed, completed and submitted with the Bid Form. All subcontractors are subject to approval of the Lexington-Fayette Urban County Government. Failure to submit this list completely filled out may be cause for rejection of Bid.

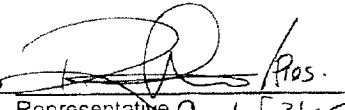
BRANCH OF WORK** (List each major item)	SUBCONTRACTOR	MWDBE (yes/no)	% of WORK
1. <u>Boring</u>	Name: <u>Price Backhoe</u>	<u>No</u>	<u>10%</u>
	Address: <u>Science Hill, KY</u>		
2. <u>Paving</u>	Name: <u>ATS</u>	<u>No</u>	<u>10%</u>
	Address: <u>Lexington, KY</u>		
3. _____	Name: _____	_____	_____
	Address: _____		
4. _____	Name: _____	_____	_____
	Address: _____		
5. _____	Name: _____	_____	_____
	Address: _____		
6. _____	Name: _____	_____	_____
	Address: _____		

\*\* Such as: Grading, bitum nous paving, concrete, seeding and protection, construction staking, etc.

1.07 AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing:

- A. That I am the Bidder (if the Bidder is an individual), a partner of the Bidder (if the Bidder is a partnership), or an officer or employee of the Bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
- B. That the attached Bid has been arrived at by the Bidder independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action, with any other contractor, vendor of materials, supplies, equipment or services described in the Advertisement for Bid, designed to limit independent bidding or competition;
- C. That the contents of the Bid or Bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished, with the Bid or Bids, and will not be communicated to any such person, prior to the official opening of the Bid or Bids;
- D. That the Bidder is legally entitled to enter into the contracts with the Lexington-Fayette Urban County Government, and is not in violation of any prohibited conflict of interest;
- E. (Applicable to corporation only) That as a foreign corporation, we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State \_\_\_\_\_ or, that as a domestic corporation, we are in good standing with the Secretary of State, Commonwealth of Kentucky X. [Check the statement applicable.];
- F. This offer is for ninety (90) calendar days from the date this Bid is opened. In submitting the above, it is expressly agreed that, upon proper acceptance by the Lexington-Fayette Urban County Government of any or all items Bid above, an Agreement shall thereby be created with respect to the items accepted;
- G. That I have fully informed myself regarding the accuracy of the statements made in this statement;
- H. That I certify that Subcontractors have not and will not be awarded to any firm(s) that have been debarred from noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

Free Contracting, Inc. 12-18-13  Pres.  
Company Date Representative

1.08 STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: See attached

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

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

\_\_\_\_\_

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

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

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

\_\_\_\_\_

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

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

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

\_\_\_\_\_

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

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

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

\_\_\_\_\_

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

1.09 EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

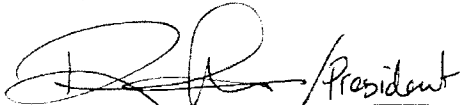
*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

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

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

Bidders

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

  
Signature Rhonda Fister / President

Free Contracting, Inc.  
Name of Business



The Entity (regardless of whether construction Contractor, non-construction Contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, 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 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 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 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 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.*

In the case of an Agreement exceeding \$250,000, the Contractor will be required within seven (7) days following the Bid Opening 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.

1.10 MWDBE SUBCONTRACTOR PARTICIPATION FORM



OMB Control No: 2090-0030  
 Approved 8/13/2013  
 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program  
 DBE Subcontractor Participation Form**

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE<sup>1</sup> subcontractor<sup>2</sup> the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

*FCI IS 100% DBE*

Subcontractor Name <i>NIA</i>		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-2 (DBE Subcontractor Participation Form)



1.11 MWDBE SUBCONTRACTOR PERFORMANCE FORM



OMB Control No. 2090-0030  
 Approved: 8/13/2013  
 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program  
 DBE Subcontractor Performance Form**

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

**FCI IS 100% DBE**

Subcontractor Name <b>NIA</b>		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA		Meets/ exceeds EPA certification standards?
<input type="checkbox"/> Other: _____		<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**EPA FORM 6100-3 (DBE Subcontractor Performance Form)**



OMB Control No: 2090-0030  
Approved: 8/13/2013  
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Performance Form**

*FCI is 100% DBE*

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

*N/A*

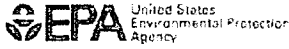
<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**EPA FORM 6100-3 (DBE Subcontractor Performance Form)**

1.12 MWDBE SUBCONTRACTOR UTILIZATION FORM



OMB Control No: 2090-0030  
 Approved: 8/13/2013  
 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program  
 DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractors<sup>2</sup> and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

*FCI is 100% DBE*

Prime Contractor Name <i>N/A</i>		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

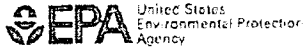
I have identified potential DBE certified subcontractors	__ YES	__ NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 23.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)



OMB Control No: 2090-0030  
 Approved: 8/13/2013  
 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program  
 DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

*FCI is 100% DBE*

Prime Contractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)



1.13 MWDBE PARTICIPATION POLICY

PROJECT NAME: Bob-O-Link Trunk Sewer Replacement  
Lexington-Fayette Urban County Government

LFUCG BID NO. 157-2013 BID DATE: December 18, 2013

FCI IS 100% DBE

A. Name, address and telephone number of contact person on all MWDBE matters:

Prime Contractor's Name Free Contracting, Inc  
Contact Person Rhonda Fister  
Address 11620 Old Frankfort Pike Lex KY 40504  
Phone: 859-255-2236 Cell: 859-621-6420  
Email: rhonda@freecontracting.com  
Total Contract Amount: As bid

B. Total dollar amount/percent of contract of DBE participation: \_\_\_\_\_

C. Total dollar amount/percent of contract of MBE participation: \_\_\_\_\_

D. Total dollar amount/percent of contract of WBE participation: \_\_\_\_\_

E. Are certifications\* for each MWDBE subcontractor enclosed; if no, please explain:

Yes  No \_\_\_\_\_

F. Are MWDBE subcontracts or letters of intent signed by both parties enclosed; if no, please explain:  Yes  No \_\_\_\_\_

G. List of DBE Subcontractors:

Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Cell: \_\_\_\_\_  
Email: \_\_\_\_\_  
Type of Contract: \_\_\_\_\_  
Work to be Done: \_\_\_\_\_  
Amount: \_\_\_\_\_

H. List of MBE Subcontractors:

Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Cell: \_\_\_\_\_  
Email: \_\_\_\_\_  
Type of Contract: \_\_\_\_\_  
Work to be Done: \_\_\_\_\_  
Amount: \_\_\_\_\_

FCT is 100% DBE

I. List of WBE Subcontractors:

Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

Type of Contract: \_\_\_\_\_

Work to be Done: \_\_\_\_\_

Amount: \_\_\_\_\_

Attach additional sheets, if necessary.

\*Self-certification: Self-certification of MWDBE firms will NOT be accepted as a valid form of certification of MWDBE status.

J. Information and documentation concerning efforts taken to comply with EPA's "six good faith efforts"

1. Ensure MWDBE construction firms or material suppliers are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing MWDBEs on solicitation lists and soliciting them whenever they are potential sources. A good source for a list of MWDBEs is the Kentucky Transportation's website: <http://transportation.ky.gov/Civil-Rights-and-Small-Business-Development/Pages/Certified-DBE-Directory.aspx>.

The prime contractor certifies that a bidders list (see example sheet below) of qualified vendors, including MWDBEs, was developed for current and future solicitations and that the list will be maintained. *Submit a copy of the list as documentation.*

2. Make information on forthcoming opportunities available to MWDBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by MWDBEs in the competitive process; including, whenever possible, posting solicitation for bids or proposals for a sufficient amount of time as to receive a competitive bid or proposal pool.

The prime contractor certifies that every opportunity was provided to a number of MWDBEs to encourage their participation in the competitive process and that an adequate amount of time was provided for response.

- a. List each MWDBE construction firm or material supplier to which a solicitation was attempted. *Submit copies of letters, emails, faxes, telecommunication logs, certified mail receipts, returned envelopes, certified mail return receipts, etc. as documentation.*

Company Name and Phone Number: \_\_\_\_\_

Area of Work Expertise: \_\_\_\_\_

Date of any Follow-Ups and Person Spoke to: \_\_\_\_\_

- b. Advertisements, if applicable: List each publication in which an announcement or notification was placed. *Submit a tear sheet of each announcement from each publication as documentation*

Name of Publication: \_\_\_\_\_

Date(s) of Advertisement: \_\_\_\_\_

FCI IS 100% DBE

Specific Subcontract Areas Announced: \_\_\_\_\_

- c. Other, if applicable: List each notification method in which an announcement or outreach was used; list serve, public meeting, etc. *Submit applicable information to document effort.*

Method of Notification: \_\_\_\_\_

Date(s) of Notification: \_\_\_\_\_

- 3. Consider in the contracting process whether firms competing for large contracts could subcontract with MWDBEs; including dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by MWDBEs in the competitive process

The prime contractor certifies that the project was broken into its basic elements (i.e. dirt hauling, landscaping, painting, pipe installation, material supplies, etc ) and that a determination was made whether it's economically feasible to bid the elements separately and that the analysis of this effort was documented with a short memo to the project file.

- 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.

The prime contractor certifies that they established delivery schedules which would allow MWDBEs to participate in the projects.

- 5. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce. The easiest way to utilize the services of SBA and MBDA is to visit their websites: [www.sba.gov](http://www.sba.gov) and [www.mbda.gov](http://www.mbda.gov) and use the electronic tools available there or you may send the nearest SBA and MBDA office a certified letter that generally describes the solicitation, the dates it will be open, the types of vendors you are seeking and applicable SIC or NAIC codes if known. You may also use the services and assistance of the Kentucky Procurement Assistance Program (KPAP). The easiest way to utilize the services of KPAP is to send an email: [ced.kpap@ky.gov](mailto:ced.kpap@ky.gov) and provide information on forthcoming opportunities available to MWDBEs

The prime contractor certifies that the assistance of the SBA, MBDA, and/or KPAP was utilized. *Submit pages printed off the SBA and MBDA websites which evidence efforts to register a solicitation on those sites or submit copies of the letter send and certified mail receipt as documentation; submit copies of emails with KPAP as documentation.*

- 6. If a subcontractor awards any subcontracts, require the subcontractor to take the steps in numbers 1 and 5 above.

The prime contractor certifies that subcontractors used for this project will be required to follow the steps of the "six good faith efforts" as listed above.

**Signature and Date:**

To the best of my knowledge and belief, all "six good faith efforts" have been met and the information contained in this document is true and correct; the document has been duly authorized by the legal representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

1.14 EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of Free Contracting, Inc  
(Name of Bidder)

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

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

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

1.15 WORKFORCE ANALYSIS FORM

Name of Organization: Free Contracting, Inc Date 12/18/13

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators									
Professionals	2	1	1					1	1
Superintendents	1	1						1	
Supervisors									
Foremen									
Technicians									
Protective Service									
Para-Professionals									
Office/Clerical	2	1	1					1	1
Skilled Craft	3	3						3	
Service/Maintenance	2	2						2	
Total	10	8	2	0	0	0	0	8	2

Prepared By: Amy Freibis

1.16 EVIDENCE OF INSURABILITY

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

Names Insured: Force Contracting Inc. Rhonda Fister President  
 Address: 1620 Old Frankfort Pike, Lexington, KY 40504-1014  
 Project to be insured: Bob-O-Link Trunk Sewer Replacement Project

In lieu of obtaining certificates of insurance at this time, the undersigned agrees to provide the above Named Insured with the minimum coverage listed below. These are outlined in the Insurance and Risk Management of Section 00500 - Bonds and Certifications, including all requirements, and conditions:

Article Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided to Insured	Name of Insurer	A.M. Best's	
					Code	Rating
1.05.D.1	CGL	\$1,000,000/per occ., \$2,000,000/aggregate or \$2,000,000 combined single limit Requirements (a) through (e)	\$1,000,000 per occ. & \$2,000,000 Aggregate	Cincinnati Insurance	A+	XV
1.05.D.1	Auto	Combined single \$1,000,000/per occ. aggregate Requirements (a) through (e)	\$1,000,000 CSL	Cincinnati Insurance	A+	XV
1.05.D.1	WC	5 Statutory	STATUTORY	KY Associated General Contractors Fund	Self-Insured Fund	
1.05.D.1	Employer's Liability	\$500,000	\$4,000,000	KY Associated General Contractors	Self-Insured Fund	

Section 00600 includes required provisions, statements regarding insurance requirements, and the undersigned agrees to abide by all provisions for the coverage's checked above unless stated otherwise when submitting

PWM a division of J. Smith Lanier & Co.  
 Agency or Brokerage: Kevin Kelly, CPCU  
 Street Address: 360 E. Vine St.  
 City: Lexington, KY 40507  
 Telephone Number: (859) 254-8023  
 Name of Authorized Representative: Kevin Kelly, CPCU  
 Title: Vice-President  
 Authorized Signature: *Kevin Kelly*  
 Date: 12/17/13

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

IMPORTANT: CONTRACT MAY NOT BE AWARDED IF A COMPLETED AND SIGNED COPY OF THIS FORM FOR ALL COVERAGES LISTED ABOVE IS NOT PROVIDED.

1.17 DEBARRED FIRMS

PROJECT NAME: Bob-O-Link Trunk Sewer Replacement

LFUCG BID NO.: 157-2013

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
LEXINGTON, KY

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

All Bidders shall complete the Debarment Certification in duplicate and submit both copies to the Owner with the Bid Form. The Owner (grantee) shall transmit one copy to the Lexington-Fayette Urban County Government, Division of Community Development within fourteen (14) days after Bid opening.

The undersigned hereby certifies that the firm of Free Contracting, Inc has not and will not award a subcontract, in connection with any Agreement awarded to it as the result of this bid, to any firm that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964, Executive Order 11246 As Amended or any Federal Law.

Free Contracting, Inc  
Name of Firm Submitting Bid

[Signature] / Pres  
Signature of Authorized Official Rhonda Fister

President  
Title

12-18-13  
Date





1.19 CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Rhonda Fister, President  
Typed Name & Title of Authorized Representative

[Handwritten Signature]  
Signature of Authorized Representative

12-18-13  
Date

I am unable to certify to the above statements. My explanation is attached.

1.20 BID BOND

BID BOND

Bond Number: See Attached

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_

as principal (the "Principal") and \_\_\_\_\_

hereinto called Surety, are held and firmly bound unto

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

as obligee (the "Obligee"), in the penal sum of \_\_\_\_\_ dollars  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.

WHEREAS, the Principal has submitted a bid for \_\_\_\_\_

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein,  
or, if no period be specified, within ninety (90) days after opening, and the Principal shall enter into a  
contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may  
be specified in the bidding or contract documents, or in the event of the failure of the Principal to enter into  
such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference in  
money not to exceed the penal sum hereof between the amount specified in said bid and such larger  
amount for which the Obligee may in good faith contract with another party to perform the work covered by  
said bid, then this obligation shall be null and void; otherwise to remain in full force and effect. In no event  
shall the liability hereunder exceed the penal sum thereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this  
bond must be submitted in writing by registered mail, to the attention of the Surety Law Department at the  
address above, within 120 days of the date of this bond. Any suit under this bond must be instituted before  
the expiration of one (1) year from the date of this bond. If the provisions of this paragraph are void or  
prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of  
the suit shall apply.

DATED as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WITNESS / ATTEST.

\_\_\_\_\_  
Principal (Secretary)

\_\_\_\_\_  
Principal

By: \_\_\_\_\_ (seal)  
Name:  
Title:

\_\_\_\_\_  
Surety (Secretary)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_ (seal)  
Name:  
Title:

## POWER OF ATTORNEY

(Attach to Bid Bond)

END OF SECTION

**Rhonda W. Fister, PE**  
**President**

Years of Experience: 28  
Years with Firm: 20

Education

B.S., Civil Engineering, University of Kentucky; 1985  
B.S., Physics, Eastern Kentucky University; 1984

Registration

Professional Engineer, KY

Experience

Ms. Fister has 28 years of engineering, surveying and construction experience. She has served as project manager, project engineer, and construction project superintendent for a broad range of heavy construction related projects. Ms. Fister has been a senior officer of a construction company for approximately 20 years, President of Free Contracting since its incorporation in 1993. She has been involved in project management for projects involving various local municipalities, governments, engineering firms and the EPA. Projects encompass grade, drain and surfacing, storm sewer construction, sanitary sewer construction and rehab, dam construction and repairs, engineering and design, surveys, construction stakeout and storm sewer design.

Construction

As project engineer or prime contractor, Ms. Fister was involved in the construction of the following projects:

- Nicholasville By-Pass, box culverts, 2 railroad bridges, 5 miles grade, drain and surfacing, new construction, KDOT; Nicholasville, Kentucky
- South Broadway Underpass, railroad bridge, grade, drain and surfacing, storm and sanitary sewer relocation, anchor tie back concrete retaining wall, KDOT; Lexington, KY
- Russell Cave Road Reconstruction, 3 miles grade, drain and surfacing, KDOT; Lexington, KY
- West Hickman Bridge, bridge construction, Man-O-War Boulevard, KDOT; Lexington, KY
- Man-O-War Boulevard Widening, 4 miles grade, drain and surfacing, KDOT; Lexington, KY
- Sungold Ditch Drainage Improvements, MSD; Louisville, Kentucky
- Lexington Community College Drainage Improvement, UK; Lexington, Kentucky
- Watsonville Road Sanitary Collectors, MSD; Louisville, Kentucky
- Irvine Pump Stations, City of Irvine; Irvine, Kentucky
- KY 177 Landslide Correction, KDOT; Morning View, Kentucky
- Blue Lick State Park, retaining wall, grade, drain and surface, KDOT; Robertson Co., KY
- Linkbelt, grade and drain; Lexington, Kentucky
- St. Luke Methodist Church; Lexington, Kentucky
- Suburban Mobile Home Park Expansion; Lexington, Kentucky
- Grant Co., Grade and Drain, KDOT; Dry Ridge, Kentucky
- Crestview Sanitary Sewer; Nicholasville, Kentucky
- Scott Co., Grade and Drain, KDOT; Georgetown, Kentucky
- West Hickman Trunk Sewer, Sanitary Sewer Rehabilitation, LFUCG; Lexington, KY
- Boston Rd./Halifax Drive, Sanitary Sewer, LFUCG; Lexington, KY
- Scott Co., Water Line; Georgetown, KY
- Bluegrass Mental Health, Sanitary Sewer; Lexington, KY
- Coldstream Park, Jogging Path, Lexington, KY.
- Dorseyville, Waterline, Carlisle, KY.
- Miller St. Redevelopment, Grade, Drain, Surface, Millersburg, KY.

- Limestone/Short Street Redevelopment, Lexington, KY.
- Water Service for Indoor Recreation Center, Georgetown, KY.
- 2000 Sanitary Sewer Manhole Rehab, Georgetown, KY
- Cherry Blossom Pump Station, Georgetown, KY
- North Elkhorn Watershed Sanitary Trunk Sewer, Lexington, KY
- Laco Drive Roadway Improvements, Lexington, KY
- Quality Dr./McClellan Circle Entrance Improvements and Signalization, Georgetown, KY
- Nelson, Co., KDOT, Grade and Drain, New Haven, KY
- Logston Lane Roadway Improvements, Berea, KY
- Winburn Estates Sewer Addition, Lexington, KY
- Boyd Co., US 60, Grade, Drain and Asphalt Surface, Ashland, KY
- Mammoth Cave National Park, Strom Filters, Mammoth Cave, KY
- Bourbon/Montgomery Co., Scour Mitigation, Jeffersonville, KY
- Frankfort Wastewater Treatment Plant Improvements, Frankfort, KY 40601
- Emergency Guide Walls Repairs Lock & Dam #6 – Kentucky River; Woodford County, KY
- Emergency Abutment Repairs Kentucky River Lock & Dam #3; Owen County, KY
- Morehead - Olive Hill Road (US 60) Replace Bridge and Approaches at Fleming Fork - Grade, Drain, and surfacing, KDOT; Carter County, KY
- Water Treatment Plant Improvements Lagoon Expansion and Effluent Relocation; Augusta, KY
- Pump Station Improvements Southwestern Bracken County Water Project; Bracken County, KY
- Emergency Guide Wall Repair on KY river at Lock #6 Woodford, KY
- Lock and Dam #3 Owen, KY
- Evans Mill Drainage Improvements Lexington, KY
- Stoney Point Road Bridge Replacement North Middletown, KY
- Huguelet Drive Extension at UK Lexington, KY
- Lower Glendover West Drainage Improvements Lexington, KY
- KY Horse Park Utility Relocation Lexington, KY
- Lake Dredging at Natural Bridge State Park Powell Co, KY
- Woodford Co. Rockfall Correction, KDOT Versailles, KY
- Pigeon Roost Creek Watershed FRS #3 McKee, KY
- Fox Creek MPS #4 Flemingsburg, KY
- Mammoth Cave Filter Replacement Mammoth Cave, KY
- Culvert Extension, MSU Morehead, KY
- Bel-Air Sanitary Sewer Winchester, KY
- Soccer Field & Access Rd., MSU Morehead, KY

### Design

As project engineer or project manager, Ms. Fister was involved with preliminary and final design and construction plans, final right of way, field surveys, cost estimates, specifications, and/or reports for the following projects:

- 14 miles of AA Highway, Kentucky
- Various I-75 Slope Stabilizations, Kentucky
- Various I-71 Slope Stabilizations, Kentucky
- Bridge Replacement, Berry, Kentucky
- Bridge Replacement, 1132 Eagle Creek, Grant Co., Kentucky

### Materials

As project engineer, Ms. Fister was involved with the inspection, testing and approval of all materials and their suppliers used in KDOT projects.

- Bituminous materials, plant inspection, mix design, laboratory and field testing of asphalt mixtures
- Concrete materials testing and approval
- Cement materials testing and approval
- Aggregate materials testing and approval
- Soils testing

**Martin D. Fister, PE, PLS**

**General Superintendent**

Years of Experience: 39

Years with Firm: 19

Education

B.S., Civil Engineering, University of Kentucky, 1977

Registration

Professional Engineer, KY

Professional Land Surveyor, KY

Experience

Mr. Fister has 39 years of engineering, surveying and construction experience throughout the southeastern United States. He has served as project manager, project engineer, project surveyor, and construction project superintendent for a broad range of projects. His responsibilities have also included preliminary engineering design; evaluation of design alternatives; construction cost estimates; engineering surveys; final engineering design; planning; construction stakeout; site development; Projects have ranged upwards of \$5,000,000.

As prime contractor or project superintendent, Mr. Fister was deeply involved in the construction phase of the following projects:

- Man-O-War Gabion Drainage Improvements Lexington, KY
- 1990 Sanitary Sewer Rehabilitation Lexington, KY
- Phillips Lighting Storm Sewer Rehabilitation Danville, KY
- Thoroughbred Park Storm Sewers Lexington, KY
- Masterson Station Park Equipment Installation Lexington, KY
- Southland Drive Sanitary Sewers Lexington, KY
- Versailles Road Sanitary Sewers Lexington, KY
- Parkers Mill Road Grade and Drain Lexington, KY
- 1991 Sanitary Sewer Rehabilitation Lexington, KY
- Higbee Mill Sewage Treatment Plant Lexington, KY
- 1992 Sanitary Sewer Rehabilitation Lexington, KY
- Group 'B' Storm Sewers Construction Lexington, KY
- Coldstream Farm Pump Station Rehabilitation Lexington, KY
- Roll Call Center Pump Station, Force Main, Lexington, KY
- Henry Clay Boulevard Storm Sewers Lexington, KY
- Clays Mill Pump Station Lexington, KY
- 1993 Sanitary Sewer Rehabilitation Lexington, KY
- 1993 Lexington Manhole Rehabilitation Lexington, KY
- Stadium Bleacher Replacement Richmond, KY
- Alumni Drive Storm Drainage Lexington, KY
- Gainsborough Farm Phase III Waterlines Versailles, KY
- Sungold Ditch Drainage Improvements Louisville, KY
- Kentucky 144 Interceptor Sanitary Sewer Relocation Lawrenceburg, KY
- Lexington Community College Drainage Improvements Lexington, KY
- Watsonville Road Sanitary Collectors Louisville, KY
- HWEA Waterline Extension Hopkinsville, KY
- Irvine Kentucky Pump Stations Irvine, KY
- Kenton County, Grade and Drain, KDOT Morning View, KY

- Blue Lick State Park Parking Lot Construction, KDOT Carlisle, KY
- Linkbelt Factory Expansion Lexington, KY
- Suburban Mobile Home Park Expansion; Lexington, KY
- Grant County, Grade and Drain, KDOT Dry Ridge, KY
- Crestview Sanitary Sewer Construction Nicholasville, KY
- US 25 in Scott Co.; road reconstruction Georgetown, KY
- KY Turf Irrigation Lake Construction Lexington, KY
- West Hickman Sanitary Trunk Sewer, LFUCG Lexington, KY
- Boston Road/Halifax Drive Sanitary Sewers, LFUCG Lexington, KY
- Scott County Water Line Georgetown, KY
- Bluegrass Mental Health; Sanitary, asphalt, curb Lexington, KY
- Coldstream Park Jogging Path Lexington, KY
- Indoor Recreation Center, water 16" DIP Georgetown, KY
- Cherry Blossom Pump Station Georgetown, KY
- Dorseyville; waterline, asphalt, curb Carlisle, KY
- Limestone/Short Street Renovations; Lexington, KY
- 2000 San. Sewer Rehab Georgetown, KY
- North Elkhorn Watershed San. Sewer Lexington, KY
- Laco Dr. Roadway Improvements Lexington, KY
- Quality Dr./McClellan Circle Entrance and Signals Georgetown, KY
- Nelson Co., KDOT; sanitary, storm, asphalt, curbs, walls New Haven, KY
- Logston Lane Roadway Improvements; Berea, KY  
Sanitary, storm, asphalt, curb
- Winburn Estates Sewer Addition; Lexington, KY
- Boyd Co., KDOT; sanitary, storm, asphalt, curbs, walls Ashland, KY
- Mammoth Cave National Park, Stormfilters Mammoth Cave, KY
- Bourbon/Montgomery Co, Scour Mitigation Jeffersonville, KY
- Frankfort Wastewater Treatment Plant Improvements Frankfort, KY
- Emergency Guide Wall Repairs Lock & Dam #6 Versailles, KY  
Kentucky River, Woodford County
- Emergency Abutment Repairs Kentucky River Monterey, KY  
Lock & Dam #3, Owen County
- Morehead - Olive Hill Road (US 60) Replace Bridge Morehead, KY  
And Approaches at Fleming Fork, KDOT; Carter County
- Water Treatment Plant Improvements Lagoon Expansion Augusta, KY  
And Effluent Relocation
- Pump Station Improvements Southwestern Bracken Brooksville, KY  
County Water Project
- Morehead-Olive Hill Rd at Fleming Fork Creek Carter, KY
- Emergency Guide Wall Repair on KY river at Lock #6 Woodford, KY
- The Downs Subdivision Boone, KY
- Evans Mill Drainage Improvements Lexington, KY
- Stoney Point Road Bridge Replacement North Middletown, KY
- Huguelet Drive Extension at UK Lexington, KY
- Lower Glendover West Drainage Improvements Lexington, KY
- KY Horse Park Utility Relocation Lexington, KY
- Lake Dredging at Natural Bridge State Park Powell Co, KY
- Temporary Emergency Entrance at UK Lexington, KY
- Woodford Co. Rockfall Correction Versailles, KY
- Pigeon Roost Creek Watershed FRS #3;earthfill dam McKee, KY
- Old Frankfort Pike Roundabout Lexington, KY
- Main Licking River Raw Water Intake Improvements Cynthiana, KY
- Locust Trace Agri-Science Farm Lexington, KY



- Perimeter Fencing Capital City Airport Frankfort, KY
- Fox Creek MPS #4 Flemingsburg, KY
- Mammoth Cave Filter Replacement Mammoth Cave, KY
- Culvert Extension, MSU Morehead, KY
- Bel-Air Sanitary Sewer Winchester, KY
- Soccer Field & Access Rd., MSU Morehead, KY

**Work Related Education**

Work Zone Flagger  
 KY Erosion Prevention and Sediment Control Program  
 Inspector and Testing Course  
 OSHA 30 hour General Industry Course  
 Fire Extinguisher Education  
 Jobsite Accident Prevention  
 Proper Lifting Techniques  
 Proper Selection, Use and Maintenance of PPE  
 Competent Person Training  
 Construction Quality Management for Contractors with the  
 U.S. Army Corps of Engineers  
 CPR  
 First Aid  
 Bloodborne Pathogens

**Amy L. Frebis**  
**Business Manager**  
Years of Experience: 23  
Years with Firm: 16

**Education**

B.A., Middle School Education, Morehead State University, 1995  
A.S., Maysville Community College, 1991

**Experience**

Ms. Frebis has 22 years of experience in business and management positions. She has been Business Manager for Free Contracting Inc. for the past 15 years. Her experience is varied and involves business, financial and project management. She is experienced in acquisition of applicable permits, coordination with governing agencies, material suppliers, subcontractors and engineering firms. Her role is key from project startup to completion.

**Project Experience**

- Lexington Community College Drainage Improvement, UK; Lexington, Kentucky
- Watonsville Road Sanitary Collectors, MSD; Louisville, Kentucky
- Irvine Pump Stations, City of Irvine; Irvine, Kentucky
- KY 177 Landslide Correction, KDOT; Morning View, Kentucky
- Blue Lick State Park, retaining wall, grade, drain and surface, KDOT; Robertson Co., KY
- Linkbelt, grade and drain; Lexington, Kentucky
- St. Luke Methodist Church; Lexington, Kentucky
- Suburban Mobile Home Park Expansion; Lexington, Kentucky
- Grant Co., Grade and Drain, KDOT; Dry Ridge, Kentucky
- Crestview Sanitary Sewer; Nicholasville, Kentucky
- Scott Co., Grade and Drain, KDOT; Georgetown, Kentucky
- West Hickman Trunk Sewer, Sanitary Sewer Rehabilitation, LFUCG; Lexington, KY
- Boston Rd./Halifax Drive, Sanitary Sewer, LFUCG; Lexington, KY
- Scott Co., Water Line; Georgetown, KY
- Bluegrass Mental Health, Sanitary Sewer; Lexington, KY
- Coldstream Park, Jogging Path, Lexington, KY.
- Dorseyville, Waterline, Carlisle, KY.
- Miller St. Redevelopment, Grade, Drain, Surface, Millersburg, KY.
- Limestone/Short Street Redevelopment, Lexington, KY.
- Water Service for Indoor Recreation Center, Georgetown, KY.
- 2000 Sanitary Sewer Manhole Rehab, Georgetown, KY
- Cherry Blossom Pump Station, Georgetown, KY
- North Elkhorn Watershed Sanitary Trunk Sewer, Lexington, KY
- Laco Drive Roadway Improvements, Lexington, KY
- Quality Dr./McClellan Circle Entrance Improvements and Signalization, Georgetown, KY
- Nelson, Co., KDOT, Grade and Drain, New Haven, KY
- Logston Lane Roadway Improvements, Berea, KY
- Winburn Estates Sewer Addition, Lexington, KY
- Boyd Co., US 60, Grade, Drain and Asphalt Surface, Ashland, KY
- Mammoth Cave National Park, Storm Filters, Mammoth Cave, KY
- Bourbon/Montgomery Co., Scour Mitigation, Jeffersonville, KY
- Frankfort Wastewater Treatment Plant Improvements, Frankfort, KY 40601
- Emergency Guide Walls Repairs Lock & Dam #6 – Kentucky River; Woodford County, KY
- Emergency Abutment Repairs Kentucky River Lock & Dam #3; Owen County, KY

- Morehead - Olive Hill Road (US 60) Replace Bridge and Approaches at Fleming Fork - Grade, Drain, and surfacing, KDOT; Carter County, KY
- Water Treatment Plant Improvements Lagoon Expansion and Effluent Relocation; Augusta, KY
- Pump Station Improvements Southwestern Bracken County Water Project; Bracken County, KY
- Emergency Guide Wall Repair on KY river at Lock #6; Woodford, KY
- Lock and Dam #3; Owen, KY
- Evans Mill Drainage Improvements; Lexington, KY
- Stoney Point Road Bridge Replacement; North Middletown, KY
- Huguelet Drive Extension at UK; Lexington, KY
- Lower Glendover West Drainage Improvements; Lexington, KY
- KY Horse Park Utility Relocation; Lexington, KY
- Lake Dredging at Natural Bridge State Park; Powell Co, KY
- Woodford Co. Rockfall Correction, KDOT; Versailles, KY
- Pigeon Roost Creek Watershed FRS #3; McKee, KY
- Old Frankfort Pike Roundabout; Lexington, KY
- Main Licking River Raw Water Intake Improvements; Cynthiana, KY
- Locust Trace Agri-Science Farm; Lexington, KY
- Perimeter Fencing Capital City Airport; Frankfort, KY
- Fox Creek MPS #4; Flemingsburg, KY
- Mammoth Cave Filter Replacement, Mammoth Cave, KY
- Culvert Extension, MSU, Morehead, KY
- Bel-Air Sanitary Sewer, Winchester, KY
- Soccer Field & Access Rd., MSU, Morehead, KY

# FLETCHER W. GABBARD

521 Reed Lane  
Lexington, KY 40503

Cell: 859-621-9833  
Email: [fletcher@freecontracting.com](mailto:fletcher@freecontracting.com)

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## CONTRACTING PROFESSIONAL

### GENERAL CONTRACTING | CONSTRUCTION MANAGEMENT | PROJECT PERFORMANCE

*Experienced project manager brings 20+ years of expertise to the table in pursuit of a Senior-level Contracting position. My ability to develop and implement feasible timelines and budgets, along with my ability to effectively lead cross-functional teams, has led to my career progression. Proven track record of success in budgeting, coordinating, and directing all planning and building phases of construction projects. I am a strong communicator with effective interpersonal skills, building good rapport with individuals in work process, and providing a sense of commitment and contribution to the overall success of team objectives. Highly motivated self-starter with a tireless drive and energy; leads by example with a sound professional attitude, strong work ethic, and pride in personal performance. I am looking to utilize my background in construction management to take that next step in my career with a respected organization that rewards leadership, performance, and results.*

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### AREAS OF EXPERTISE

- Employee Relations
- Scheduling & Time Management
- Bid Negotiation
- Quality Control
- Recruitment & Selection
- Project Management
- Contract Negotiation
- Logistics Management
- Organizational Management
- Training & Development
- Budget Management
- Specification Knowledge

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### PROFESSIONAL EXPERIENCE

#### FREE CONTRACTING, INC., LEXINGTON, KY

2012 - PRESENT

##### PROJECT MANAGER

- Provide management oversight for all phases of construction projects, including coordinating workers, materials and equipment, and ensuring specifications are being followed and work is proceeding on schedule and within budget.
- Review blueprints, schematics, project and building plans to divide construction activities into logical steps, budgeting time to meet established guidelines.
- Work closely with vendors and suppliers, overseeing supply ordering under strict budgetary constraints while controlling inventory through shortage and loss prevention initiatives.
- Analyze and administer construction contracts, obtaining all necessary permits and licenses adhering to proper codes and standards.

#### MOORE-GABBARD-BRIDGES GENERAL CONTRACTING, INC., LEXINGTON, KY

2005 - 2012

##### OWNER

- Purchased Ira Tupts Contracting, Inc. and changed name to Moore-Gabbard-Bridges; 49% stock holder.
- Provide management oversight for all phases of construction projects, including coordinating workers, materials and equipment, and ensuring specifications are being followed and work is proceeding on schedule and within budget.
- Review blueprints, schematics, project and building plans to divide construction activities into logical steps, budgeting time to meet established guidelines.
- Monitor all building systems, including fire-protection, electrical, plumbing, air conditioning and heating specifications, and modifying accordingly given project parameters.
- Hire, fire, train, supervise, and monitor a staff and subcontractors, overseeing numerous, simultaneous projects and personnel for residential and commercial projects.
- Work closely with vendors and suppliers, overseeing supply ordering under strict budgetary constraints while controlling inventory through shortage and loss prevention initiatives.
- Analyze and administer construction contracts, obtaining all necessary permits and licenses adhering to proper codes and standards.
- Implement safety processes and procedures, ensuring subcontractors have necessary safety equipment while monitoring working conditions to provide a safe environment for workers.

**IRA TUPTS CONTRACTING, INC., LEXINGTON, KY**

1995 - 2005

**SUPERINTENDENT/PROJECT MANAGER**

- Reviewed, negotiated and awarded bids, ensuring cost contingencies and all budget line items remained in positive standings by verifying subcontractor material, labor, and OH&P cost.
- Liaised with architects, engineers, and building consultants to ensure all issues were addressed and in compliance with set standards and specifications.
- Analyzed plans, prepared specifications, and estimated project costs.
- Ensured specifications were being followed and work was proceeding on schedule and within budget.
- Created, designed, and implemented programs from initial presentation to inception to final project stages, adjusting to any midstream adjustments or alterations indicated by clients.
- Worked hand-in-hand with vendors and suppliers, ensuring strict cost control of supplies.
- Monitored working conditions to ensure safety processes and procedures were being followed.
- Managed site superintendents daily to discuss project costs, schedule, and delivery concerns, administering site meetings covering multiple projects.

**FLETCHER W. GABBARD - PAGE 2**

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**PROFESSIONAL EXPERIENCE - CONTINUED**

**FLETCHER CONSTRUCTION CO. INC., LEXINGTON, KY**

1993 - 1995

**OWNER**

- Responsible for the overall operations management of company.
- Prepared bids, negotiations, and signed contracts with clients.
- Developed and oversaw workforce planning initiatives, while maintaining the master schedule to ensure labor was allocated for projects and budgets were prepared accordingly.
- Managed new and existing projects from implementation to completion, meeting with key internal and external decision makers and clients on feasibility of project timelines and parameters.
- Acquired a portfolio of several successful projects through business development efforts and creating long-term relationships.
- Responsible for all controllership activities such as accounts payable, receivables, and payroll.

**MCGEE CONSTRUCTION, LEXINGTON, KENTUCKY**

1991 - 1993

**SUPERINTENDENT**

**WILLIAM FINNIE AND ASSOCIATES, LEXINGTON, KENTUCKY**

1985 - 1991

**INSTRUMENT OPERATOR**

---

Steven L. Beshear  
Governor

Michael W. Hancock, P.E.  
Secretary  
Kentucky Transportation Cabinet

# COMMONWEALTH OF KENTUCKY



*Transportation Cabinet  
certifies that*

**FREE CONTRACTING, INC.**

1620 Old Frankfort Pike, Lexington, KY 40504

*has met all eligibility requirements  
to participate in the  
Disadvantaged Business Enterprise Program*

This certificate is issued pursuant to 49 CFR Part 26 and is subject to suspension or revocation.

**October 1, 2016**

**Next Review Date**

*[Signature]*  
**DBE Liaison Officer**



THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

**Bid Bond**

**KNOW ALL MEN BY THESE PRESENTS**, that we **Free Contracting, Inc.**, 1620 Old Frankfort Pike, Lexington KY 40504

as Principal, hereinafter called the Principal, and **Ohio Farmers Insurance Company**

a corporation duly organized under the laws of the State of **Ohio**

as Surety, hereinafter called the Surety, are held and firmly bound unto **Lexington Fayette Urban County Government**

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of Amount Bid**

Dollars (**\$ 5% of Bid**),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Bob O Link Trunk Sewer Replacement**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **18<sup>th</sup>** day of **December** **2013**

Amy Furbis  
(Witness)

**Free Contracting, Inc.**  
{ [Signature] (Principal) (Seal)  
Rhonda Fister. (Title) **President**

Charles M. Jones  
(Witness)

**Ohio Farmers Insurance Company**  
{ [Signature] (Surety) (Seal)  
Sandy Q. Black, Attorney in Fact (Title)

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

MACKENZIE HUSTON, CHRIS P. BARNETT, WILLIAM F. COWGILL, TERESA LYNNE JOHNS,  
SANDY Q. BLACK

Lexington, KY.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

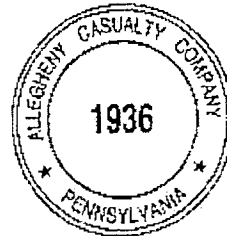
"RESOLVED, that (1) the President, Vice President, Executive Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



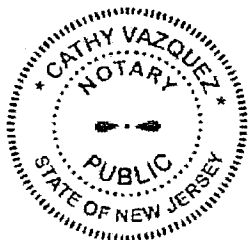
STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Executive Vice President/Chief Operating Officer  
(International Fidelity Insurance Company)  
and President (Allegheny Casualty Company)



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Mar. 27, 2014

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 18th day of December 2013

MARIA BRANCO, Assistant Secretary





Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #1**

Bid Number: **157-2013**

Date: December 3, 2013

Subject: **Bob-O-Link Trunk Sewer Replacement**

Please address inquiries to:  
Betty Landrum @  
[bettyb@lexingtonky.gov](mailto:bettyb@lexingtonky.gov)

**TO ALL PROSPECTIVE BIDDERS:**

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

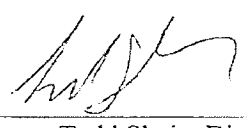
Drawings: - Sheet C1, General Notes, add the following:

"9. The Contractor is responsible for providing by-pass pumping of sewage in accordance with Section 01520 of the Contract Documents to construct this project and to insure that no bypass or overflow of sanitary sewage occurs. By-pass pumping shall not be permitted between the hours of 6:00 p.m. and 7:00 a.m. without the written authorization from the Owner.

The following is provided for information only and in no way meant to serve as a by-pass pump sizing guide. The Contractor shall select the pump and test/demonstrate the ability of the selected pump to pump the required flow per Section 01520 of the Contract Documents. The gravity sewer pipe sizes in the project include:

<u>Pipe Size</u>	<u>Capacity @ Existing Slope</u>
15-inch	2,360 gpm
18-inch	2,590 gpm
21-inch	4,780 gpm
24-inch	3,770 gpm"

<b>Questions</b>	<b>Answers</b>
What is the Engineer's Estimate?	Between \$2.0 - \$3.0 million
What is the length of pipe on the project?	See the Bid Schedule in Section 00410.
What are Liquidated Damages?"	\$1,000.00 per day.
Will the entire right-of-way be expected to be cleared, including large trees?	Contractor shall clear only that area necessary to complete the work.
For dig and replacement of the existing line, does the new line need to be lowered?	The design intent is to match the crown elevation of the existing sanitary sewer pipe. See the plan and profile sheets.
Will Columbia Gas allow blasting within 15 feet of their high pressure gas line across Picadome Golf Course?	Blasting will not be allowed on this project. See the Bid Schedule in the Bid Form Section 00410.
Is telemetry required for the bypass pumping system?	No. See Section 01520.
Is wet weather flow data available?	See General Note #9.
What are the Average Daily/Peak Dry Weather flows?	See General Note #9.

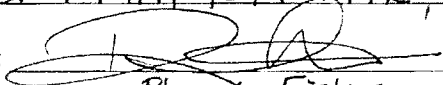


Todd Slatin, Director  
Division of Central Purchasing

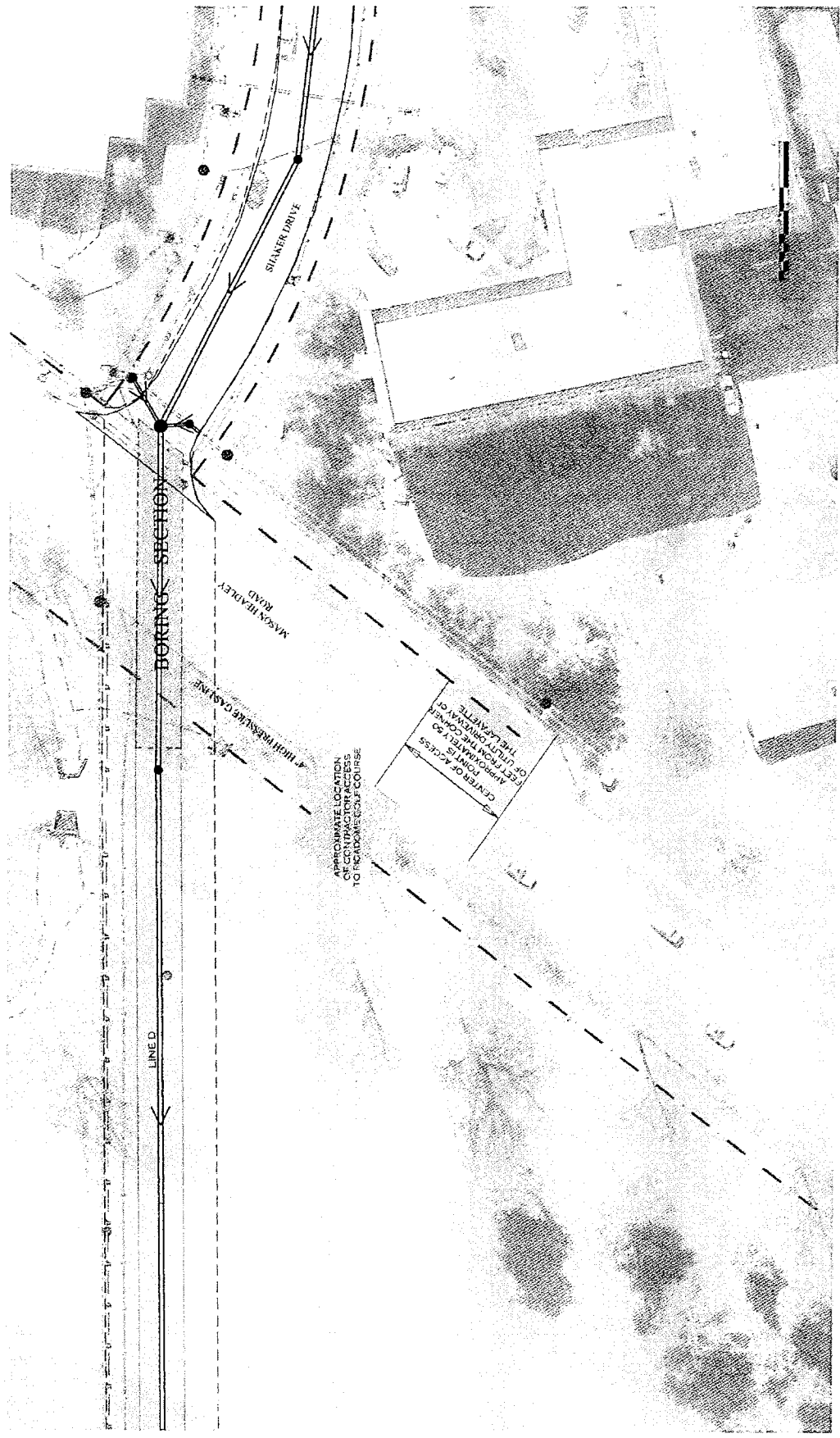
All other terms and conditions of the Bid and specifications are unchanged. This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Free Contracting, Inc

ADDRESS: 1620 Old Frankfort Pike, Lexington, KY 40504

SIGNATURE OF BIDDER:  / President  
Rhonda Fister.

ADDENDUM 1  
ATTACHMENT A



APPROXIMATE LOCATION  
OF CONTRACTOR ACCESS  
TO PICADOME GOLF COURSE

APPROXIMATE LOCATION  
OF CONTRACTOR ACCESS  
TO PICADOME GOLF COURSE

	<p>INTEGRATED ENGINEERING</p>	<p>BOB-O-LINK TRUNK SEWER REPLACEMENT PROJECT NO. 157-2013 AMP NO. W-10</p>	<p>DATE: 12/07/13 PROJECT NO.: 157-2013 SHEET NO.: 10</p>	<p>BOB-O-LINK TRUNK SEWER REPLACEMENT PROJECT NO. 157-2013 AMP NO. W-10</p>	<p>CONTRACTOR ACCESS TO PICADOME GOLF COURSE</p>	<p>ADDENDUM 1 ATTACHMENT A</p>
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NOTE: THE AERIAL IMAGES DISPLAYED WITHIN THIS PLAN IS FOR INFORMATIONAL PURPOSES ONLY AND SHALL NOT BE CONSIDERED DIMENSIONAL IN EXACT.

**Bob-O-Link Trunk Sewer Replacement  
Invert Comparison with Existing and Proposed  
Sanitary Sewer Manholes**

Proposed Manhole	Existing Manhole	Existing		Proposed		Difference in Elevation ( <i>Existing minus Proposed</i> )
		Inv In	Inv Out	Inv In	Inv Out	
D-15	WR4_11	928.71	928.61	927.96	927.86	0.75
D-16	WR4_12	930.02	929.92	929.28	929.18	0.74
D-17	WR4_12A	931.01	930.91	930.27	930.17	0.74
D-18	WR4_12B	932.09	931.99	931.35	931.25	0.74
D-19	WR4_13	933.19	933.09	932.43	932.33	0.76
D-20	WR4_14	937.62	937.52	936.90	936.80	0.72
D-21	WR4_14A	943.25	943.15	942.75	942.65	0.50
D-22	WR4_15	943.65	943.55	943.15	943.05	0.50
D-23	WR4_22	944.11	944.01	943.61	943.51	0.50
D-24	WR4_23	944.66	944.56	944.20	944.10	0.46
D-25	WR4_24	945.92	945.82	945.50	945.40	0.42
D-26	WR4_25	946.74	946.64	946.10	946.00	0.64
D-27	WR4_26	950.55	950.45	950.30	950.20	0.25

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
NOTIFICATION OF CONSTRUCTION PROJECT**

**INVITATION FOR BIDS #:** 157-2013

**PROJECT TITLE:** Bob-O-Link Trunk Sewer Replacement Project

**SCOPE OF WORK:** The project includes providing all construction supervision, labor, materials, tools, and test equipment for the replacement and upsize of approximately 6,500 linear feet of sanitary sewer from manhole WR4\_480 upstream to WR4\_29 within the Wolf Run Sewer Shed of Lexington-Fayette County, Kentucky.

**BID OPENING DATE:** 12/18/2013

**TIME:** 2:00PM

**UCG PROJECT MANAGER:** Mark Fischer  
(859) 258-3415

**PLANS AVAILABLE FROM:** Lynn Imaging  
328 Old East Vine Street  
Lexington KY 40507  
(859) 255-1021

**DEPOSIT REQUIRED:** Cost of Duplication

**REFUNDABLE?:** No

**Internet Posting**

Information on the above listed construction project is now available for download on our internet-based system. To take part in this process, please visit our site at: [www.lfucg.economicengine.com](http://www.lfucg.economicengine.com)

Click on "Register Your Company" and follow the instructions.

If you have questions pertaining to internet enrollment, please contact customer support at 1-866-526-9266.

**The Affirmative Action Plan of the Lexington-Fayette Urban County Government applies to this project. Additional Federal regulations may apply. See bid documents for details.**

**THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON DECEMBER 6, 2013 @ 10:00 AM, LOCAL TIME AT THE TATE BUILDING, 125 LISLE INDUSTRIAL AVENUE, 2<sup>ND</sup> FLOOR CONFERENCE ROOM, LEXINGTON, KY 40511.**



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #2**

Bid Number: 157-2013

Date: December 9, 2013

Subject: Bob-O-Link Trunk Sewer Replacement

Please address inquiries to:  
Betty Landrum @  
[bettyb@lexingtonky.gov](mailto:bettyb@lexingtonky.gov)

**TO ALL PROSPECTIVE BIDDERS:**

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

Please see attached the following documents:

- Pre-Bid Meeting Minutes from 12-6-13
- Attendees list from Pre-Bid Meeting
- Permitting, Inspection, & Enforcement Procedures for Erosion and Sediment Control on Capital Projects.

Todd Slatin, Director  
Division of Central Purchasing

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

COMPANY NAME: Free Contracting, Inc

ADDRESS: 1620 Old Frankfort Pike, Lex KY 40504

SIGNATURE OF BIDDER: [Signature] / President.  
Khanda Fister.



## Contractor Responsibilities

Contractor shall:

1. Attend a pre-construction conference with LFUCG.
2. Post the LFUCG Land Disturbance Permit and KYR10 Permit on the project sign at the site.
3. **Follow the SWPPP/ESC Plan; revise and redline it as conditions change on the site.**
4. Install and maintain BMPs to prevent sediment from washing into streets, storm sewers, and streams.
5. **Conduct an ESC inspection at least once every 7 calendar days and within 24 hours after each rainfall of 0.5" or greater.**
6. Complete an inspection form after each inspection.
7. Stabilize the site within 14 days after reaching temporary or final grade.
8. For work within 25' of a stream, wetland, sinkhole, or inlet, stabilize the area within 24 hours after completing work.
9. Maintain a 25' vegetative buffer strip along streams, wetlands, sinkholes, and inlets. The buffer zone is 50' adjacent to streams impaired by sediment. The list of impaired streams can be found at <http://www.lexingtonky.gov/index.aspx?page=2677>.
10. File a Notice of Termination with the KY Division of Water, LFUCG Division of Engineering, and LFUCG Division of Water Quality when construction has been completed.
11. Respond promptly to Verbal Warnings from the LFUCG inspector regarding correcting ESC problems.

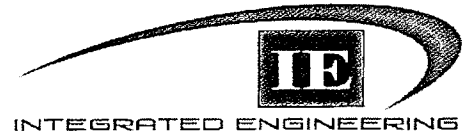


## Enforcement Procedures

1. The Contractor will be paid for erosion and sediment control based upon a schedule of values established within the Measurement and Payment section of the specifications (e.g. 25% paid once initial ESCs have been installed and LDP obtained, 50% paid in equal monthly payments for maintenance over the construction period, 25% paid for removal of ESCs and final stabilization). The intent of this provision is to pay the Contractor for monthly ESC maintenance only if the BMPs are functioning properly.
2. When the RPR identifies ESC deficiencies, the RPR shall issue a verbal warning to the Contractor to address the deficiencies. If the deficiencies are not addressed after two verbal warnings, the RPR shall notify the RMP Contract Administrator of the deficiencies. In some cases, the RMP Contract Administrator should be notified immediately. **Refer to the attached Compliance Assistance Guidance for RPRs.**
3. The RMP Contract Administrator shall prepare a written summary of the deficiencies referred by the RPR, and shall notify the DWQ Project Manager that additional enforcement measures are needed to achieve compliance.
4. The DWQ Project Manager shall use all available means in the contract to obtain compliance, including:
  - a. stopping work
  - b. withholding payment
  - c. notifying the Contractor that LFUCG intends to initiate the process for declaring that the Contractor is in default of the contract and specifying a deadline for addressing the ESC deficiencies
  - d. initiating the process for calling the ESC Performance Bond
  - e. issuing NOVs



## PRE-BID MEETING MINUTES



RE: Bob-O-Link Trunk Sewer Replacement  
LFUCG Bid # 157-2013

MEETING DATE: Date: December 6, 2013  
Time: 10:00 AM

LOCATION: 125 Lisle Industrial Boulevard; Suite 180 (Tate Building)

PRESENT: Refer to attached sign-in sheet

On this date, the Pre-Bid Meeting was held for the above referenced project. Following is a summary of the topics discussed:

### Introduction and Responsibilities

1. Owner's representatives: LFUCG DWQ  
Mark Fischer, PE, (Project Manager) **Owner's point of contact during construction**  
Vernon Azevedo, PE (Remedial Measures Program Director)
2. Engineer's representatives: Integrated Engineering  
Eddie Mesta, PE, (Project Manager), **main point of contact during construction**
3. LFUCG Division of Purchasing:  
Betty Landrum (Purchasing) [bettyb@lexingtonky.gov](mailto:bettyb@lexingtonky.gov) **main point of contact during bidding process**  
Marilyn Clark (DBE Participation)
4. The work is entitled the **"Bob-O-Link Trunk Sewer Replacement"**. The project is bounded by the limits of construction as shown in the construction documents. Specifics consist of the construction of sanitary sewers, sanitary manholes, bypass pumping, water pollution control, erosion control, curbs, pavement, and related infrastructure construction and/or furnishing of items as listed in the Bid Schedule, plus incidentals necessary to complete the work.

### Lines of Communication

1. All bidding questions are to be submitted to Betty Landrum [bettyb@lexingtonky.gov](mailto:bettyb@lexingtonky.gov)
2. All verbal instructions must be followed by written documentation. Verbal instructions are not binding by the contract.

### Existing Conditions

1. The Contractor shall walk the site and note all existing conditions prior to beginning construction. No change orders shall be considered for items readily discernible by a site visit.
2. Utility coordination is the responsibility of the Contractor. This includes all utility related clearances, safety issues, OSHA requirements, and temporary bracing or bridging of utility items.

### Traffic Control

1. The Contractor shall maintain traffic access at all times. Means and methods are the responsibility of the Contractor. The Contractor shall be required to submit a Maintenance of Traffic Plan for review and approval prior to construction. The Contractor shall be required to communicate with LFUCG's Division of Traffic at all times during construction for notification of impacts to traffic.

### LFUCG Division of Purchasing Comments

1. Betty Landrum, LFUCG Division of Central Purchasing: Contractors are to make sure that they complete all of the required bidding documentation found in the Contract Documents including what is required for KIA compliance.
2. Betty Landrum, LFUCG Division of Central Purchasing (On Behalf of Marilyn Clark): Contractors are to make sure that all of the required DBE participation forms are completed in the Bid Form.

### Erosion and Sediment Control

1. Richard Walker, PE, Tetra Tech, Inc.: Overview of LFUCG's ESC requirements.

### Staging / Storage / Parking /Access to the Site

1. Coordination with LFUCG and private property owners for staging, parking, stockpiling, shall be the responsibility of the Contractor.

### Bypass Pumping

1. The Contractor shall be required to submit a detailed bypass pumping plan for review and approval prior to construction.

### Picadome Golf Course

Please pay particular attention to the note regarding the Picadome Golf Course Allowable Construction Time on Sheet C1 of the Construction Plans. The note states:

*Construction within the limits of the Picadome Golf Course will only be allowed from **NOTICE OF AWARD** until March 1, 2014 unless otherwise noted. The Contractor will make every effort to have the sanitary sewer infrastructure installed and properly backfilled within the golf course by March 1, 2014 so that the surface restoration can begin and be completed in a timely manner.*

Please also note the added note Sheets SA1 and SA2 of the Construction Plans regarding Columbia Gas of Kentucky's anticipated gas line construction that will be going on during the same time interval of the proposed sanitary sewer construction. The note states:

Attendees List - Pre-Bid Meeting

Bob-O-Link Trunk Sewer

Dec. 6, 2013, 10:00 a.m.

INITIALS	NAME	ORGANIZATION	PHONE #	E-MAIL ADDRESS
WVA	Azevedo, Vernon	LFUCG - DWQ	Office: (859) 425-2438 Mobile: (859) 285-9173	wazevedo@lexingtonky.gov
	Baldwin, Doug	LFUCG - DWQ	Office: (859) 258-3474 Mobile: (859) 806-9700	dbaldwin@lexingtonky.gov
	Clark, Marilyn	LFUCG - Purchasing	Office: (859) 258-3320	mclark@lexingtonky.gov
	Fields, Mike	LFUCG - Parks & Rec.	Office: (859) 288-2969	mfields@lexingtonky.gov
MWF	Fischer, Mark	LFUCG - DWQ	Office: (859) 258-3415 Mobile: (859) 361-3334	mfischer@lexingtonky.gov
BOB	Landrum, Betty	LFUCG - Purchasing	Office: (859) 258-3320	bettyb@lexingtonky.gov
	Lester, Bill	Integrated Engineering	Office: (859) 368-1045	bill@int-engineering.com
EM	Mesta, Eddie	Integrated Engineering	Office: (859) 368-1045	eddie@int-engineering.com
RWW	Walker, Richard	Tetra Tech, Inc.	Office: (859) 514-8749	richard.walker@tetratech.com
	Wijesiri, Harsha	Integrated Engineering	Office: (859) 368-1045	harsha@int-engineering.com
	James Crozier	MAC	812 441 7845	jcrosier@MAC.construction.com
	JOE FARRELL	ALCIED	859 414 1763	joe.farrugia@wallied.pumpcontrols.com
	JOE RAST	Garney Const.	615-350-7975	GGOFF@GARNEY.COM
	FLETCHER GIBSON	FIRE CONTRACTING	859 268 3324	Fletcher@firecontracting.com
	Brian Lewis	Bedrock Contracting	859 621-1249	brianlewis@bedrockcontracting.com
	Garrod Conn	Lagco Inc.	859-293-7473	gorrod@lagco.com

Initials by your name indicates attendance.



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #3**

Bid Number: 157-2013

Date: December 13, 2013

Subject: Bob-O-Link Trunk Sewer Replacement

Please address inquiries to:  
Betty Landrum @  
[bettyb@lexingtonky.gov](mailto:bettyb@lexingtonky.gov)

**TO ALL PROSPECTIVE BIDDERS:**

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

**See Attached REVISED BID FORM (Attachment A) to be used for**

**ALL bid submittals**

Todd Slatin, Director  
Division of Central Purchasing

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

COMPANY NAME: Free Contracting, Inc

ADDRESS: 1620 Old Frankfort Pike, Lex KY 40504

SIGNATURE OF BIDDER:  Rhonda Fisher. President

**SECTION 00510 – NOTICE OF AWARD**

CONTRACTOR: Free Contracting, Inc.  
1620 Old Frankfort Pike  
Lexington, KY 40504

OWNER: Lexington-Fayette Urban County Government  
Division of Water Quality  
Lexington, Kentucky

PROJECT: Bob-O-Link Trunk Sewer Replacement  
Lexington-Fayette Urban County Government

LFUCG Bid No.157-2013

You are hereby notified that the Owner has considered the Bid submitted by you for the above-described project in response to its Advertisement for Bids dated November 27, 2013.

It appears that it is to the best interest of said Owner to accept your Bid in the amount of **TWO MILLION, THREE HUNDRED FORTY SIX THOUSAND, THREE HUNDRED AND FORTY SIX DOLLARS, AND TEN CENTS (\$2,346,342.10)**, and you are hereby notified that your Bid has been accepted for

**Bob-O-Link Trunk Sewer Replacement**

LFUCG Bid No.157-2013

The Contractor is required by these Contract Documents to execute and deliver the formal Agreement (Contract) with the undersigned Owner and to furnish the required Contractor's Performance, Payment, Warranty, and Erosion and Sediment Control Bonds within fifteen (15) days from the date of the delivery of this Notice.

If you fail to execute said Agreement (Contract) and to furnish said Bonds within fifteen (15) days from the date of delivery of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and to award the Work covered by your Bid to another, or to re-advertise the Work or otherwise dispose thereof as the Owner may deem appropriate.

Dated this 3<sup>rd</sup> day of February, 2014.

Lexington-Fayette Urban County Government

By: \_\_\_\_\_

Title: **Vernon Azevedo, DWQ RMP Program Manager**

**NOTICE OF ACCEPTANCE**

Receipt of the above Notice of Award is hereby acknowledged this 3<sup>rd</sup> day of February, 2014.

Free Contracting, Inc.

By: \_\_\_\_\_

Title: **Rhonda Fister, President**

END OF SECTION

## SECTION 00520 – AGREEMENT (CONTRACT)

THIS AGREEMENT, made on the 16<sup>th</sup> day of January, 2014, by and between Lexington Fayette Urban County Government, acting herein called "OWNER" and Free Contracting, Inc. doing business as a Corporation located in the City of Lexington, County of Fayette, State of Kentucky, hereinafter called "CONTRACTOR".

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of **TWO MILLION, THREE HUNDRED FORTY SIX THOUSAND, THREE HUNDRED FORTY TWO DOLLARS, AND TEN CENTS** quoted in the BID by the CONTRACTOR, dated December 18, 2013, hereby agree to commence and complete the construction described as follows:

### 1.01 SCOPE OF WORK

The CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, supervision, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the BID, the Contract Documents, and the Specifications prepared by the Engineer for the Bob-O-Link Trunk Sewer Replacement LFUCG Bid No.157-2013.

### 1.02 TIME OF COMPLETION

The time period estimated and authorized by the OWNER for Substantial Completion of Work by the AGREEMENT, in full, is hereby fixed as **270 consecutive calendar days**. The time shall begin ten (10) calendar days after CONTRACTOR is issued the Notice to Proceed.

### 1.03 ISSUANCE OF NOTICE TO PROCEED

Notice to Proceed for Work will be issued in whole or in part of the Work as determined by the OWNER pending the availability of funds. The order of construction will be as determined by the Engineer after consultation with the CONTRACTOR and the OWNER.

### 1.04 AGREEMENT (CONTRACT) AMOUNT

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

### 1.05 PROGRESS PAYMENTS

The OWNER shall make payments on account of the AGREEMENT in accordance with the General Conditions, as recommended by the Engineer and authorized by the OWNER, less the aggregate of previous payments.

### 1.06 ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due within ninety (90) days after Final Completion of the Work, provided the Work is deemed "Final Completion" and fully accepted by the OWNER.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the AGREEMENT (CONTRACT) has been paid.

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

#### 1.07 EXTRA WORK

The OWNER, without invalidating the AGREEMENT (CONTRACT) may order extra work or make changes by altering, adding to or deducting from the Work, the AGREEMENT (CONTRACT) amount being adjusted accordingly. All such work shall be executed and paid for in accordance with the General Conditions.

#### 1.08 LIQUIDATED DAMAGES

If the CONTRACTOR shall fail or refuse to complete the Work within the AGREEMENT (CONTRACT) Time, or extension of time granted by the OWNER, then the CONTRACTOR agrees as a partial consideration for the awarding of this AGREEMENT (CONTRACT) that the OWNER may retain the compensation otherwise to be paid to the CONTRACTOR the amount of One Thousand Dollars (\$1,000.00) per consecutive calendar day that the CONTRACTOR shall be in default after the Final Completion time stipulated in the Contract Documents. The said amount is fixed and agreed upon by and between the CONTRACTOR and the OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER would in such event sustain.

#### 1.09 CONSENT DECREE REQUIREMENTS

- A. The OWNER, the United States Environmental Protection Agency, and the Commonwealth of Kentucky have entered into a Consent Decree in a case styled *United States, et al. v. Lexington-Fayette Urban County Government*, United States District Court for the Eastern District of Kentucky, Case No. 5:06-CV-00386 ("CONSENT DECREE"), that requires OWNER to complete numerous projects related to its sanitary sewer system and stormwater management program within specific periods of time.
- B. **Time is of the essence in the performance of this Agreement (CONTRACT).** CONTRACTOR is aware that the OWNER is subject to penalties for non-compliance with the CONSENT DECREE deadlines. The CONTRACTOR shall be specifically liable and responsible for payment of any and all penalties, fines, or fees assessed against or incurred by the OWNER as a result of any delay in, or non-performance of, any of the CONTRACTOR's obligations or responsibilities under this AGREEMENT (CONTRACT), or for any other damages suffered by OWNER as a result of such delay or non-performance. This shall specifically include, but shall not be limited to, any penalty, fine, fee, or assessment against the OWNER by the U.S. Department of Justice, U.S. Environmental Protection Agency, and/or the Kentucky Energy and Environment Cabinet related to the CONSENT DECREE.
- C. The provisions of the Contract Documents and the various rates of compensation for CONTRACTOR's services provided for elsewhere in this AGREEMENT (CONTRACT) have been agreed to in anticipation of the orderly and continuous progress of the AGREEMENT (CONTRACT) through completion.
- D. If delays result by reason of acts of the OWNER or approving agencies, which are beyond the control of the CONTRACTOR, an extension of time for such delay will be considered. If delays occur, the CONTRACTOR shall immediately notify the OWNER and within five (5)

business days from the date of the delay apply in writing to the OWNER for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the AGREEMENT (CONTRACT) schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the OWNER of any of its rights in the AGREEMENT (CONTRACT). In the event the parties cannot agree upon an extension of time, the Dispute shall be addressed in the manner outlined hereinafter under this Article.

In the event that the overall delay resulting from the above-described causes is sufficient to prevent complete performance of the AGREEMENT (CONTRACT) within six (6) months of the time specified herein, the fees to be paid to CONTRACTOR shall be subject to adjustment as agreed upon by the parties.

- E. If delays result solely by reason of acts of the CONTRACTOR, the CONTRACTOR shall be held liable for any financial penalties incurred by the OWNER as a result of the delay, including but not limited to those assessed pursuant to the CONSENT DECREE. Disputes as outlined hereinafter in this Article shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. The CONTRACTOR must immediately notify the OWNER in the event of such delay, and provide the OWNER a written action plan within five (5) business days on how it will attempt to resolve the delay.

#### F. DISPUTES

Except as otherwise provided in this AGREEMENT (CONTRACT), any dispute hereunder may be resolved by agreement of the OWNER's Agent (Charles H. Martin, P.E., Director of Water Quality) and the CONTRACTOR. In the absence of such an agreement, the dispute shall be submitted to the OWNER's Commissioner, Department of Public Works and Environmental Quality, whose decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder the CONTRACTOR shall proceed diligently with the performance of the AGREEMENT (CONTRACT) in accordance with the direction of the OWNER.

### 1.10 CONTRACT DOCUMENTS

In general, the Advertisement for Bids, Information Available to Bidders, the Bid, the General Conditions, Performance, Payment, Erosion and Sediment Control and Warranty Bonds, AGREEMENT (CONTRACT), Supplementary Conditions, Supplemental General Conditions for SRF, Technical Specifications, any and all Addenda, and Plan Drawings form the AGREEMENT (CONTRACT) and they are fully a part of the AGREEMENT (CONTRACT) as if hereto attached or herein repeated.

A full listing of the Contract Documents consist of the following:

**Specifications:** Per Table of Contents (TOC-1 & TOC-2)

**Drawings (Plans):**

**C0** – Cover Sheet

**SI1** – Site Index Sheet

**SA1 – SA11** – Proposed Sanitary Sewer Plan and Profile (Line D)

**SA12** – Proposed Sanitary Sewer Plan and Profile (Lines E, F, and G)

**SA13** – Proposed Sanitary Sewer Plan and Profile (Lines H, I, and J)

**SA14** – 1604, 1608, 1610, 1614, 1618, and 1626 Harrodsburg Road Special Conditions

**SA15** – 345 and 596 Bob-O-Link Drive Special Conditions

**C1** – Construction Notes

**C2** – Construction Details

**C3** – Construction Details



IN WITNESSETH WHEREOF, the parties hereto have executed this AGREEMENT (CONTRACT) as of the date and year above written.

(Seal)

Lexington-Fayette Urban County Government  
Lexington, Kentucky

(Owner)

ATTEST:

Marta Miller Deputy  
Clerk of Urban County Council

By: Jim Gray  
(Signature of Mayor)

JIM GRAY Mayor  
(Name/Title)

(Seal)

FREE CONTRACTING, INC.  
(Contractor)

Rhonda Fister (Secretary)\*

By: M. Fister  
(Contractor's Signature)

Fletcher Gabbard (Witness)

MARTIN FISTER / GEN. SUPT.  
(Name/Title)

1620 OLD FRANKFORT PIKE  
(Address)

LEXINGTON, KY 40504

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

Secretary of the OWNER should attest. If the CONTRACTOR is corporation, Secretary should attest. Give proper title of each person-executing AGREEMENT (CONTRACT).

END OF SECTION

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

**15 DEFINITIONS**

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used

in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL  
Company: \_\_\_\_\_ (Corporate Seal)

SURETY  
Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:  
Address:

Signature: \_\_\_\_\_  
Name and Title:  
Address:

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint SANDY Q. BLACK, CHRIS P. BARNETT, TERESA L. JOHNS, MACKENZIE A. HUSTON, JOINTLY OR SEVERALLY

of LEXINGTON and State of KY its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship:

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary

Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached (Each adopted at a meeting held on February 8, 2000)

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 06th day of NOVEMBER A.D., 2012

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio ss: County of Medina

On this 06th day of NOVEMBER A.D., 2012, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order

Notarial Seal Affixed



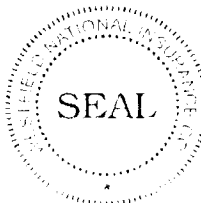
William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio ss: County of Medina

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 13th day of January, A.D. 2014



Frank A. Carrino Secretary

Frank A. Carrino, Secretary

1.03 EROSION AND SEDIMENT CONTROL PERFORMANCE BOND

EROSION AND SEDIMENT CONTROL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

Free Contracting, Inc

\_\_\_\_\_  
(Name of CONTRACTOR)

1620 Old Frankfort Pike Lexington, KY 40504

\_\_\_\_\_  
(Address of CONTRACTOR)

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

called Principal, and \_\_\_\_\_ Ohio Farmers Insurance Company  
(Name of Surety)

10300 Alliance Road Ste 260 Cincinnati, OH 45242

\_\_\_\_\_  
(Address of Surety)

hereinto called Surety, are held and firmly bound unto

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

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

*(enter the value of the erosion and sediment control lump sum price in bid form)* dollars (\$ 25,000.00), for the payment of whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into an Agreement (Contract) with OWNER for the Bob-O-Link Trunk Sewer Replacement, LFUCG Bid No. 157-2013 in accordance with Contract Documents prepared by Integrated Engineering, PLLC and dated November, 2013, which Agreement (Contract) is by reference made a part hereof, and is hereinafter referred to as the Agreement (Contract).

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

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

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

1. Complete the installation, maintenance, and removal of the soil erosion and sediment controls and final stabilization of the site in accordance with the Agreement (Contract), the LFUCG Land Disturbance Permit, Chapter 16 Article X Division 5 of the LFUCG Code of Ordinances, and the KPDES General Permit for Stormwater Discharges Associated with Construction Activities (KYR 10).

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

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

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