



Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: August 4, 2016

INVITATION TO BID #102-2016

Pump and Haul Services for Wastewater

Bid Opening Date: August 17, 2016

Bid Opening Time: 2:00 PM

Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **08/17/2016**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

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

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.** All bids must be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: VARIOUS LOCATIONS, Lexington, KY

Bid Security Required: ___Yes XNo *Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

Performance Bond Required: ___Yes XNo

| | | |
|---|---|---|
| <input checked="" type="checkbox"/> Bid Specifications Met | Check One: ___ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i> | Proposed Delivery: |
| | | ___ 1 ___ days after acceptance of bid. |
| Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input checked="" type="checkbox"/> Yes ___ No | | |

Submitted by: MARTIN'S SANITATION SERVICE, INC.

Firm Name
PO BOX 5343

Address
PARIS, KY 40362
City, State & Zip

Bid must be signed: [Signature] PRESIDENT
(original signature) *Signature of Authorized Company Representative – Title*

MIKE THORNTON
Representative's Name (Typed or printed)

(859)-987-2529 (859) 987-2583
Area Code - Phone - Extension *Fax #*

MTHORNTON@MARTINS-SERVICES.COM
E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

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

1. His/her name is MIKE THORNTON and he/she is the individual submitting the bid or is the authorized representative of MARTIN'S SANITATION SERVICE, INC the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. 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.



STATE OF

Kentucky

COUNTY OF

Barban

The foregoing instrument was subscribed, sworn to and acknowledged before me by Mike Thornton of Martin's Sanitation Service, Inc on this the 15th day of August, 2016.

My Commission expires:

7/15/17



#493097

NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

- These products use 25 to 50% less energy
- Reduced energy costs without compromising quality or performance
- Reduced air pollution because fewer fossil fuels are burned
- Significant return on investment
- Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Green Seal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes No

II. **Bid Conditions**

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

"Bid on #102-2016 Pump and Haul Services for Wastewater"

and addressed to: Division of Central Purchasing
 200 East Main Street, Room 338
 Lexington, Kentucky 40507

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.

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.

- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. 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.
- T. 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.

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

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

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

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

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

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional **4-1** year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes (**Space Checked Applies**)
 - (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 365 days of the Procurement Contract. After 365 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per 365 days. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
 - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - () 3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

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 sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

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

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

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

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

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

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.



Signature

MARTIN'S SANITATION SERVICE, INC

Name of Business

GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the

LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.



Signature

8/15/2016

Date

WORKFORCE ANALYSIS FORM

Name of Organization: MARTIN'S SANITATION SERVICE INC.

| Categories | Total | White (Not Hispanic or Latino) | | Hispanic or Latino | | Black or African-American (Not Hispanic or Latino) | | Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino) | | Asian (Not Hispanic or Latino) | | American Indian or Alaskan Native (not Hispanic or Latino) | | Two or more races (Not Hispanic or Latino) | | Total | | |
|---------------------|-------|-----------------------------------|----------|--------------------|---|---|---|--|---|-----------------------------------|---|---|---|---|---|-------|---|-------------|
| | | M | F | M | F | M | F | M | F | M | F | M | F | M | F | M | F | |
| Administrators | | | 1 | | | | | | | | | | | | | | | 1 |
| Professionals | | 1 | 1 | | | | | | | | | | | | | | | 1 1 |
| Superintendents | | 1 | | | | | | | | | | | | | | | | 1 |
| Supervisors | | 1 | | | | | | | | | | | | | | | | 1 |
| Foremen | | 2 | | | | | | | | | | | | | | | | 2 |
| Technicians | | 3 | | | | | | | | | | | | | | | | 3 |
| Protective Service | | | | | | | | | | | | | | | | | | |
| Para-Professionals | | | | | | | | | | | | | | | | | | |
| Office/Clerical | | | 1 | | | | | | | | | | | | | | | 1 |
| Skilled Craft | | 3 | | | | | | | | | | | | | | | | 3 |
| Service/Maintenance | | 1 | 1 | 1 | | | | | | | | | | | | | | 2 1 |
| Total: | | 12 | 4 | 1 | | | | | | | | | | | | | | 13 4 |

Prepared by: MICHAEL THORNTON, PRESIDENT
 (Name and Title)

Date: 8 / 15 / 2016

Revised 2015-Dec-15

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

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

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 MBE/WBE's. The goal for the utilization of certified MBE/WBE's as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

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

- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

To that end the city council adopted and implemented resolution 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

In addition, to that end the city council also adopted and implemented resolution 167-91—Veteran-owned Businesses, 3% Goal Plan in July of 2015. The resolution states in part (a full copy is available in Central Purchasing):

“A resolution adopting a three percent (3%) minimum goal for certified veteran-owned small businesses and service disabled veteran-owned businesses for certain of those Lexington-Fayette Urban County contracts related to construction for professional services, and authorizing the Division of Purchasing to adopt and implement guidelines and/or policies consistent with the provisions and intent of this resolution by no later than July 1, 2015.”

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 | Sherita Miller | smiller@lexingtonky.gov | 859-258-3323 |
| Commerce Lexington – Minority Business Development | Tyrone Tyra | ttyra@commercelexington.com | 859-226-1625 |
| Tri-State Minority Supplier Diversity Council | Sonya Brown | sbrown@tsmsdc.com | 502-625-0137 |
| Small Business Development Council | Dee Dee Harbut UK SBDC | dharbut@uky.edu | 859-257-7668 |
| | Shirie Hawkins | smack3@email.uky.edu | 859-257-7666 |
| Community Ventures Corporation | Phyllis Alcorn | palcorn@cvky.org | 859-231-0054 |
| KY Department of Transportation | Melvin Bynes | Melvin.bynes@ky.gov | 502-564-3601 |
| Ohio River Valley Women’s Business Council (WBENC) | Rea Waldon | rwaldon@gcul.org | 513-487-6534 |
| Kentucky MWBE Certification Program | Yvette Smith, Kentucky Finance Cabinet | Yvette.Smith@ky.gov | 502-564-8099 |
| National Women Business Owner’s Council (NWBOC) | Janet Harris-Lange | janet@nwbo.org | 800-675-5066 |
| Small Business Administration | Robert Coffey | robertcoffey@sba.gov | 502-582-5971 |
| LaVoz de Kentucky | Andres Cruz | lavozydeky@yahoo.com | 859-621-2106 |
| The Key News Journal | Patrice Muhammad | paatricem@keynewsjournal.com | 859-373-9428 |



LFUCG MWDBE PARTICIPATION FORM
 Bid/RFP/Quote Reference # 102 - 2016

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

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

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

MARTIN'S SANITATION SERVICES, INC
 Company

MICHAEL THORNTON
 Company Representative

8/15/2016
 Date

PRESIDENT
 Title



LFUCG MWDBE SUBSTITUTION FORM
 Bid/RFP/Quote Reference # 102-2016

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

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

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

MARTIN'S SANITATION SERVICE, LLC MIKE THORNTON
 Company Company Representative
8/15/2016 PRESIDENT
 Date Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 102-2016

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

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

| MWDBE Company Address | Contact Person | Contact Information (work phone, Email, cell) | Date Contacted | Services to be performed | Method of Communication (email, phone meeting, ad, event etc) | Total dollars \$\$ Do Not Leave Blank (Attach Documentation) | MBE * AA HA AS NA Female | Veteran |
|-----------------------|----------------|---|----------------|--------------------------|---|--|---|---------|
| | | | | | | | | |
| | | | | | | | | |
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(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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

MARTIN SANITATION SERVICE INC
Company

MIKE THORNTON
Company Representative

8/15/2016
Date

PRESIDENT
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 102-2016

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

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

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

_____ requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG 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 and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

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

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

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

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

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

agreement could not be reached.

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

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

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

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

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

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

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

MARVIN'S SANITARY SERVICE, INC
Company

MIKE THORNTON
Company Representative

8/15/2016
Date

PRESIDENT
Title

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

Bid #102-2016 – Pump & Haul Services for DWQ

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

BIDDER/VENDOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products liability endorsement unless deemed not to apply by LFUCG.
- d. The General Liability Policy shall include a Pollution liability and/or Environmental Casualty endorsement unless it is deemed not to apply by LFUCG.
- e. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- f. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK

MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of Vendor's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If Vendor satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, Vendor agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00349588

PUMP AND HAUL SERVICES PROGRAM
TECHNICAL SPECIFICATIONS
INDEX

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TECHNICAL SPECIFICATIONS
SECTION 1
GENERAL SCOPE & SPECIAL PROVISIONS

The Lexington Fayette Urban County Government (LFUCG) is accepting proposals from Contractors/ Vendors (Haulers) to provide Pump and Haul Services of wastewater for select LFUCG pump stations on an as-needed basis.

LFUCG provides wastewater collection and conveyance services to the general LFUCG Urban Services Area (USA), as well as limited areas outside the USA. LFUCG has established operational procedures for the continued operation of its wastewater pump stations during periods of power outages or extensive equipment failures. LFUCG's operational procedures identified fifteen (15) wastewater pump stations that will be required to be pumped, hauled, and re-deposited in another location within LFUCG's wastewater collection system, as well as limited areas of the collection system outside the LFUCG's urban services area, during periods of power outages or equipment failures. Each cycle of pumping, hauling, and redepositing is referred to as a "haul cycle."

1.01 GENERAL DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS CONTRACT:

- A. The purpose of this section is to define the pump and haul methods to allow continual operation of LFUCG's wastewater collection system during periods of power outages or equipment failures.
- B. The Hauler shall be required to furnish all materials, labor, and equipment, for pumping wastewater from select pump stations, hauling the wastewater to a specific location, and re-depositing the wastewater back into the collection system. The operation, in its entirety, shall be the sole responsibility of the Hauler.
- C. These Contract Documents are intended to provide the basis for proper completion of the pump and haul services for the Owner. Anything not expressly set forth but which is reasonably implied or necessary for proper performance of these services shall be included.
- D. The pump and haul services may either be on an emergency basis, requiring immediate response; or may be scheduled in advance.
- E. LFUCG will be represented by a representative of the Division of Water Quality (DWQ) including the Wastewater Collection and Conveyance Manager, the Pump Station Maintenance Supervisor, the Municipal Engineer Senior, the Sewer Line Maintenance Superintendent, the Construction Manager, or designated representative (Engineer or On-site Supervisor), said representative shall be authorized to initiate, terminate, and/or oversee services under this Contract.
- F. Table 1 provides a summary of the LFUCG pump stations that will be pumped and hauled during periods of power outages or equipment failures. Two hauling frequencies were identified for each of the pump stations. Hauling Frequency #1 shall be used during periods of wet weather and Hauling Frequency #2 shall be used during periods of dry weather. The LFUCG representative shall determine which hauling frequency shall be used for a particular power outage.
- G. Appendix A includes maps which depict the locations of the pump stations and discharge manholes, as well as the specified route to be used by the Hauler during performance of the haul cycle.
- H. Continuous Operation: The existing system must be maintained in continuous operation in such a manner that it meets all local, state, and federal requirements. The Hauler is responsible not to deactivate or interfere with any system component required for continuous operation. The Hauler

shall be responsible for payment of all fines resulting from any action or inaction on his part or the part of his subcontractors during performance of the Work that causes the facility/facilities to operate in an illegal manner or fail to operate in a legal manner.

| Pump Station Name | Pump Station Address | Discharge MH# | Discharge MH Location | Hauling Frequency #1 (hr) | Hauling Frequency #2 (hr) |
|-----------------------|-------------------------|---------------------------|-------------------------|---------------------------|---------------------------|
| Armory | 4309 Airport Road | PS_BGF | Blue Grass Field | 12.0 | 24.0 |
| Baker Court | 1331 Baker Court | TB1_7A | Baumann Road | 2.0 | 4.0 |
| Clays Mill | 3330 Clays Mill Road | SE7_296A | Keithshire Way | 0.5 | 0.5 |
| Fincastle | 1711 Clays Spring Lane | WH7_445 | Culpepper Road | 12.0 | 12.0 |
| Georgetown Fire | 1136 Finney Drive | TB1_375 | Lima Drive | 2.0 | 6.0 |
| Grinder | 4260 Airport Road | PS_BGF | Blue Grass Field | 0.5 | 2.0 |
| Landfill #1 | 1765 Old Frankfort Pike | Vactor Unloading Facility | 1515 Old Frankfort Pike | 0.5 | 0.5 |
| Landfill #2 | 1631 Old Frankfort Pike | Vactor Unloading Facility | 1515 Old Frankfort Pike | 0.5 | 0.5 |
| Lexingtonian Estates | 3300 Versailles Road | PS_BGF | Blue Grass Field | 24.0 | 24.0 |
| Liberty Road | 2101 Liberty Road | NE4_236 | Haddon Drive | 1.0 | 3.0 |
| Loudon Avenue | 682 E. Loudon Avenue | CR6_134A | Shelby Street | 2.0 | 6.0 |
| McCubbin Pump Station | 526 McCubbin Drive | WR5_11 | Behind Home Depot | 1.0 | 2.0 |
| New Cisco Road | 109 Cisco Road | Vactor Unloading Facility | 1515 Old Frankfort Pike | 2.0 | 2.0 |
| Pizza Hut | 2920 Tates Creek Road | WH3_84A | Tates Creek Road | 6.0 | 6.0 |
| Woodine Pump Station | 525 Woodbine Drive | WR5_11 | Behind Home Depot | 1.0 | 1.0 |

1.02 SCOPE OF WORK

This Contract provides for the following pump and haul services:

- A. Emergency Services - Hauler shall provide pump and haul services on an emergency basis upon telephonic notification by an LFUCG representative as defined in paragraph 1.01.D. Generally, upon notification of a power outage event a LFUCG representative will notify Hauler with a list of pump station(s) which will require pump and haul services. Within 60 minutes, the Hauler shall initiate the pump and haul services at the identified pump station(s). In the event multiple pump stations are identified, Hauler shall initiate the pump and haul services at the pump station with the shortest haul frequency. Hauler shall continue with the haul cycles until notified to terminate services by an LFUCG representative.
- B. Scheduled (Non-Emergency) Services - Hauler shall provide pump and haul services on a scheduled basis upon notification by an LFUCG representative as defined in paragraph 1.01.D. Generally, an LFUCG representative will notify Hauler 48 hours prior to a scheduled pump

station outage with a list of the pump station(s) which will require pump and haul services. The Hauler shall initiate the pump and haul services at the identified pump station(s). Hauler shall continue with the haul cycles until notified to terminate services by an LFUCG representative.

1.03 GENERAL CONDITIONS:

- A. The scope of the pump and haul services described in this Specification does not guarantee the amount of work or quantities of work to be performed.
- B. LFUCG reserves the right to perform some or all of the pump and haul services with LFUCG staff and equipment.
- C. LFUCG may add or remove pump stations from the list shown on Table 1 at any time during the term of this Contract by notifying Hauler of said changes.
- D. At the discretion of LFUCG, the pump and haul services to be performed under this Contract may be awarded to multiple Haulers.
- E. Payment for services provided on this Contract shall be on an hourly basis. In addition, the Hauler shall provide mileage information for the vehicles and equipment used on the invoice.
- F. Hauling equipment must be self-loading, (i.e. vacuum/pump) with a minimum hauling capacity of 1,800 gallons.
- G. The Hauler is responsible for providing all tools and equipment (i.e. suction hoses, manhole hooks, and traffic control devices) necessary to perform the work described.
- H. Hauler is responsible for traffic control and site safety at both pumping and discharge locations.
- I. Each Hauler must specify in their bid the number of pump and haul units and capacities they would have available at any giving time.
- J. LFUCG inspectors shall monitor the work performed by Hauler.
- K. Hauler shall provide identification cards identifying them as a Hauler for LFUCG.
- L. LFUCG shall provide the Hauler with an Authorization form to allow the discharge of sewage into LFUCG manhole.

1.04 DESIGNATION OF PARTIES:

All references in the Specifications and Contract Documents to "Owner" shall mean the Lexington-Fayette Urban County Government (LFUCG); all references to "Engineer" shall mean the LFUCG Division of Water Quality (DWQ) or authorized representative.

1.05 ACCESS TO AND INSPECTION OF WORK:

Along with the Owner's representatives, representatives of the Kentucky Department of Health, the Environmental and Public Protection Cabinet (EPPC) of the Commonwealth of Kentucky, and the focal public health agencies shall at all times have full access to the pump and haul sites for inspection of the work accomplished under this Contract. The Hauler shall provide proper facilities for such access and inspection.

1.06 UTILITIES REQUIRED BY CONTRACTOR:

All water, electric current and/or utility service required by the Hauler in performance of these services shall be furnished at his own expense.

1.07 WORK ON PRIVATE PROPERTY:

- A. Private property is defined as property other than that belonging to the Owner. Highway and railroad rights-of-way, public parks, schoolyards, and other such properties shall be considered public access areas for the purpose of this paragraph.
- B. In connection with this Contract, the Hauler shall confine his equipment and operations of his workmen to public access areas and rights-of-way provided by the Owner (including the airport property as specified), and shall take every precaution to avoid damage to the buildings, grounds, and facilities of the owners of private property. The Hauler shall be responsible for any damages to public and/or private property resulting from any work under this Contract. Other responsibilities involving access to work shall be as provided for in the General Conditions.
- C. Fences, walls, hedges, shrubs, i.e. any and all landscaping etc., shall be carefully, preserved, and or replaced if damaged when work is completed. Grassed areas, if damaged, shall be graded, fertilized, and sodded when work is completed.

1.08 RIGHT-OF-WAY REQUIREMENTS:

It shall be the Haulers responsibility to notify the LFUCG Police Department's Safety Officer (859) 258-3600 prior to performing any work, which might interfere with traffic or compromise the public welfare or safety. The Hauler shall also be responsible for notifying the Division of Public Information and the Division of Traffic Engineering of any roadway blockages or traffic delays. Access to all existing subdivisions and private residences shall also be maintained unless otherwise directed.

1.09 MAINTENANCE RECORDS:

The Hauler shall keep accurate records on the provided pump and haul services. A qualified representative of the Hauler shall document all services in a service logbook. Entries and notations shall be made in a neat and legible manner, and these logs delivered to the Owner upon completion of the services. Approval for payment may be contingent upon compliance with this provision.

1.10 COMPLIANCE WITH SAFETY REGULATIONS:

The equipment items furnished shall comply with all governing federal and state laws regarding safety, including all requirements of the Occupation and Safety Act of 1970 (OSHA). It shall be the Hauler's responsibility to provide signs, traffic control devices, and obtain any required permits throughout the duration of this Contract and is to be included in the cost of work to be done. Hauler shall abide by county and state regulations governing utility work. Traffic control shall be provided according to the Kentucky Department of Highways Manual on Uniform Traffic Control devices for Streets and Highways.

1.11 IDENTIFICATION REQUIREMENTS:

- A. The Hauler shall be required to have workers and all equipment clearly identified.
- B. It shall be the Hauler's responsibility to provide identification (ID) cards for all employees. The ID cards must have a photo of the employee, the company name, emergency phone number and Contract expiration date. The ID cards shall be exposed at all times.
- C. All company equipment and vehicles shall have the company name and an emergency number clearly displayed.

1.12 EMERGENCIES:

The Hauler shall provide the Engineer with an emergency telephone number where he or his representative may be reached on a twenty-four (24) hour, daily basis.

1.13 COMMUNICATIONS:

- A. The Hauler shall provide, for the duration of the Contract, for the Engineer and/or the Owner's representative(s) a means of direct communication acceptable to the Engineer. This shall be in the form of a cell phone. The form of communication and pertinent information related to the cell phone must be provided to the Engineer and/or the Owner prior to initiation of the pump and haul services.
- B. The Owner will provide the Hauler with the Pump Station Supervisors cell phone number, as well as an on call list for after regular work hours in case of an emergency and/or if assistance is needed from the LFUCG on call personal.

1.14 DAILY CLEAN UP:

At the end of each pump and haul service event, the Hauler shall ensure that the individual work sites where he has performed services are free of trash and miscellaneous debris, as directed by the Engineer. Any wastewater spills shall be reported and cleaned in accordance with Section 5.

1.15 FEDERAL, STATE, AND LOCAL LAWS:

Hauler shall procure all necessary permits and/or certifications to provide the pump and haul services. Further, it shall be the Hauler's responsibility to research, understand, and comply with all federal, state, and local laws, codes, regulations, ordinances, etc., which relate to performing the work as described within this Contract.

1.16 LOCATION OF WORK SITES:

In general, the work sites contained in this Contract, as shown on the attached maps in Appendix A, are separated by moderate to large distances. It shall be the Hauler's responsibility to locate all work sites, including pump stations and individual manholes. Generally, an LFUCG representative will allow initial entry at pump station sites for pump and haul service events. The Hauler shall verify his locations with the Engineer prior to commencement of any work.

END OF SECTION

TECHNICAL SPECIFICATIONS
SECTION 2
PUMP AND HAUL SERVICES

2.01 GENERAL INFORMATION

The intent of this Pump and Haul Services Contract is to ensure untreated wastewater is not released from the LFUCG wastewater collection system during periods of power outages or equipment failures. Therefore, if the Hauler determines that increased hauling frequency is required, Hauler shall immediately notify the LFUCG representative. However, in no case shall the Hauler knowingly allow wastewater to be released from the wastewater collection system regardless of the specified haul frequency. Any wastewater releases or spills shall be reported and cleaned in accordance with Section 5.

2.02 DETAILED SERVICE DESCRIPTIONS:

The designated pump stations shall be pumped and hauled in accordance with the following detailed service descriptions:

- A. **Armory Pump Station** - The Armory Pump Station is located at 4309 Airport Road. The wastewater in the Armory Pump Station wet well shall be pumped, hauled using the specified route, and re-deposited into a private manhole upstream of the Blue Grass Field Pump Station along Airport Road at the Blue Grass Airport. The haul cycle for Haul Frequency #1 shall be once every 12 hours. The haul cycle for Haul Frequency #2 shall be once every 24 hours.
- B. **Baker Court Pump Station** - The Baker Court Pump Station is located at 1331 Baker Court. The wastewater in the Baker Court Pump Station wet well shall be pumped, hauled using the specified route, and re-deposited into **MH # TB1_7A** located on Baumann Road. The haul cycle for Haul Frequency #1 shall be once every 2 hours. The haul cycle for Haul Frequency #2 shall be once every 4 hours.
- C. **Clays Mill Pump Station** - The Clays Mill Pump Station is located at 3330 Clays Mill Road. The wastewater in the Clays Mill Pump Station wet well shall be pumped, hauled using the specified route, and re-deposited into **MH # SE7_296A** on Keithshire Way. The haul cycle for both Haul Frequency #1 and #2 shall be once every 30 minutes.
- D. **Fincastle Pump Station** - The Fincastle Pump Station is located at 1711 Clays Spring Lane. The Hauler shall back down the driveway at 1707 Clays Spring Lane using care as to not damage the trees and shrubbery. Hauler shall provide approximately 100 ft. of suction hose to reach the station. The wastewater in the Fincastle Pump Station wet well shall be pumped, hauled using the specified route, and re-deposited into **MH # WH7_445** on Culpepper Road. The haul cycle for both Haul Frequency #1 and #2 shall be once every 12 hours.
- E. **Georgetown Fire Pump Station** - The Georgetown Fire Pump Station is located at 1136 Finney Drive. The wastewater in the Georgetown Fire Pump Station wet well shall be pumped, hauled using the specified route, and re-deposited into **MH # TB1_375** on Lima Drive. The haul cycle for Haul Frequency #1 shall be once every 2 hours. The haul cycle for Haul Frequency #2 shall also be once every 6 hours.
- F. **Grinder Pump Station** - The Grinder Pump Station is located at 4260 Airport Road. The Hauler shall back into the station using care to stay on the gravel road. The wastewater in the Grinder

Pump Station wet well shall be pumped, hauled using the specified route, and re-deposited into a private manhole upstream of the Blue Grass Field Pump Station along Airport Road at the Blue Grass Airport. The haul cycle for Haul Frequency #1 shall be once every 30 minutes. The haul cycle for Haul Frequency #2 shall be once every 2 hours.

- G. **Landfill #1 Pump Station** - The Landfill #1 Pump Station is located at 1765 Old Frankfort Pike. The wastewater in the Landfill #1 Pump Station wet well shall be pumped, hauled using the specified route, and re-deposited at the **Vactor Unloading Facility** at 1515 Old Frankfort Pike. Hauler shall coordinate access to the discharge location with the Owner's representative. The haul cycle for both Haul Frequency #1 and #2 shall be once every 30 minutes.
- H **Landfill #2 Pump Station** - The Landfill #2 Pump Station is located at 1631 Old Frankfort Pike. The wastewater in the Landfill #2 Pump Station wet well shall be pumped, hauled using the specified route, and re-deposited at the **Vactor Unloading Facility** at 1515 Old Frankfort Pike. Hauler shall coordinate access to the discharge location with the Owner's representative. The haul cycle for both. Haul Frequency #1 and #2 shall be once every 30 minutes.
- I. **Lexingtonian Estates Pump Station** - The Lexingtonian Estates Pump Station is located at 3300 Versailles Road. The Hauler shall back in from Versailles Road using care to stay on the blacktop drive. The wastewater in the Lexingtonian Estates Pump Station wet well shall be pumped, hauled using the specified route, and re-deposited into a private manhole upstream of the Blue Grass Field Pump Station along Airport Road at the Blue Grass Airport. The haul cycle for both Haul Frequency #1 and #2 shall be once every 24 hours.
- J. **Liberty Road Pump Station** - The Liberty Road Pump Station is located at 2101 Liberty Road. The wastewater in the Liberty Road Pump Station wet well shall be pumped, hauled using the specified route, and re-deposited into **MH # NE4_236** on Haddon Drive. The haul cycle for Haul Frequency #1 shall be once every 1 hour. The haul cycle for Haul Frequency #2 shall be once every 3 hours.
- K. **Loudon Avenue Pump Station** -The Loudon Avenue Pump Station is located at 682 E. Loudon Avenue. The Hauler shall back in from E. Loudon Avenue using care to stay on the blacktop drive. The wastewater in the Loudon Avenue Pump Station wet well shall be pumped, hauled using the specified route, and re-deposited into **MH # CR6_134A** on Shelby Street. The haul cycle for Haul Frequency #1 shall be once every 2 hours. The haul cycle for Haul Frequency #2 shall be once every 6 hours.
- L. **New Cisco Road Pump Station** - The New Cisco Road Pump Station is located at 109 Cisco Road. The wastewater in the New Cisco Road Pump Station wet well shall be pumped, hauled using the specified route, and re-deposited at the Vactor Unloading Facility at 1515 Old Frankfort Pike. Hauler shall coordinate access to the discharge location with the Owner's representative. The haul cycle for both Haul Frequency #1 and #2 shall be once every 2 hours.
- M. **McCubbin Pump Station** - The McCubbin Pump Station is located at 526 McCubbin Drive. The wastewater in the Mccubbin Pump Station wet well shall be pumped and hauled using the specified route, and redeposited into **MH # WR5_11** behind Home Depot. The haul cycle for Haul Frequency# 1 shall be once every 1 hour. The haul cycle for Haul Frequency# 2 shall be once every 2 hours.

- N. **Pizza Hut Pump Station** - The Pizza Hut Pump Station is located at 2920 Tates Creek Road. The wastewater in the Pizza Hut Pump Station shall be pumped, hauled using the specified route, and re-deposited into **MH # WH3_84A** on Tates Creek Road. The haul cycle for both Haul Frequency #1 and #2 shall be once every 6 hours.
- O. **Woodbine Pump Station** - The Woodbine Pump Station is located at 525 Woodbine Drive. The wastewater in the Woodbine Pump Station we well shall be pumped and hauled using the specified route and redeposited into **MH # WR5_II** behind Home Depot. The haul cycle for Haul Frequency# 1 shall be once every 2 hours. The haul cycle for Haul Frequency# 2 shall be once every 2 hours.

END OF SECTION

**TECHNICAL SPECIFICATIONS
SECTION 3
BID SCHEDULE DESCRIPTION**

3.01 GENERAL:

Payment will be based on the unit prices shown in the Bid Schedule.

3.02 PURPOSE:

The purpose of this section is to describe the required components of the Bid Schedule.

3.03 PUMP AND HAUL SERVICES:

- A. Emergency Services - Hauler shall provide an hourly rate for pump and haul services on a twenty-four (24) hour emergency basis.
- B. Scheduled (Non-Emergency) Services - Hauler shall provide an hourly rate for pump and haul services on a scheduled basis.

3.04 EQUIPMENT:

The Hauler shall provide, along with its bid, the capacities (in gallons) for each pump and haul unit to be utilized during the performance of the pump and haul services under this Contract.

END OF SECTION

TECHNICAL SPECIFICATIONS
SECTION 4
BASIS OF MEASUREMENT AND PAYMENT

4.01 SCOPE:

- A. The Hauler shall furnish all necessary labor, machinery, tools, apparatus, materials, equipment, service, other necessary supplies, and perform any work without additional compensation, except where specifically set out in these Specifications, at the not-to-exceed unit prices.
- B. It shall be the Hauler's responsibility to provide signs, traffic control devices during the performance of providing pump and haul services and is to be included in the cost of work to be done.
- C. It shall be the Haulers responsibility to repair any damage to public and/or private property caused by the Hauler and said repairs shall be included and are not a separate pay item.
- D. All pump and haul services shall be on an hourly basis. Billing of services shall begin at the initial telephonic contact from an LFUCG representative and shall cease 30 minutes after said services are terminated by an LFUCG representative. For each pump and haul service event initiated by a telephonic contact from an LFUCG representative, Hauler shall be allowed to bill a 2 hour minimum charge.
- E. This Section (Section 4) describes measurements and payments of bid items only. For detailed specifications refer to appropriate Sections of the Technical Specifications.

4.02 PUMP AND HAUL SERVICES:

- A. Emergency Services - Hauler shall provide an hourly rate for pump and haul services on an emergency basis.
- B. Scheduled (Non-Emergency) Services - Hauler shall provide an hourly rate for pump and haul services on a scheduled basis.

END OF SECTION

TECHNICAL SPECIFICATIONS
SECTION 5
SEWAGE SPILL PROCEDURES

5.01 SEWAGE SPILL PROCEDURES:

The following list is a chronological checklist of things that need to be completed when experiencing a sewage overflow or spill. Understand that this checklist is intended only to provide **minimal** procedures for a general sanitary sewer overflow occurrence. Each overflow occurrence is situation-dependent and more steps may need to be added to ensure proper cleanup.

1. **Immediately** call Environmental Response Team (ERT), Pump Station Supervisor, Collection and Conveyance Manager (CCM), Fire Non-Emergency Dispatch, Health Department, and Kentucky Division of Water (KDOW):
 - a. **ERT:** 1 (800) 928-2380 or (502) 564-2380 - ERT will assign an Incident Number that you will need to write down)
 - b. **Pump Station Supervisor:** Dallas Taylor - (859) 425-2431 or (859) 621-7754 (cell)
 - c. **CCM:** Rod Chervus - (859) 425-2408 or (859) 983-8402 (cell)
 - d. **Health Department Officer:** (859) 335-7071 - You will need to report the following regarding the incident:
 - o Estimated spill volume (in gallons)
 - o Time of the spill and duration
 - o Location (street address)
2. The Environmental and Public Protection Cabinet (EPPC) of the Commonwealth of Kentucky must be notified via email within 24 - 48 hours. Be sure to include the Incident Number. Electronic Submittal address is: <https://dep.gateway.kygov/eportal/default.aspx>:
3. Immediate notification of the situation to Fire Non-Emergency Dispatch at (859) 231- 5600 to notify the Haz Mat Platoon Leader for Unit 220 there is a sewer bypass that "may" present an environmental hazard, and that DWO is handing or DWO needs help from Haz Mat.
4. Immediately contain the overflow and prevent untreated sewage from entering waterways (i.e. creeks, rivers, lakes, stormwater system, etc.) by building a temporary barrier or containment using sandbags, soil, metal or wood curbing, etc.
5. Remove sewage from containment area. This can be done numerous ways, see below for examples of how to remove sewage:
 - Use vacuum truck to remove water from containment area
 - Using barrier, direct flow back into sanitary sewer manhole
6. Remove any visible debris (e.g. toilet paper, condoms, etc.) from area and properly dispose of by transferring to the on-site pump station maintenance personnel.
7. Use lime or some type of disinfectant in pervious areas such as soil, mulch, and grass or open areas.
8. Once sewage has been contained and removed, the impervious areas (pavement, concrete, etc.) should be rinsed. The water used to rinse the impervious area will also need to be removed by the previous methods described.

9. A copy of the Electronic Submittal should be faxed to the Division of Fish and Wildlife at (502) 564-3178.
10. An "after the event" summary should be electronically provided to LFUCG's Division Director, Charles Martin (chrnartin@lexingtonky.gov).

END OF SECTION

BID SCHEDULE

| NO. | ITEM | UNIT | UNIT PRICE |
|-----|----------------------------------|------|-----------------------------|
| 1 | Emergency Pump and Haul Services | Hour | <u>\$ 425.⁰⁰</u> |
| 2 | Scheduled Pump and Haul Services | Hour | <u>\$ 350.⁰⁰</u> |

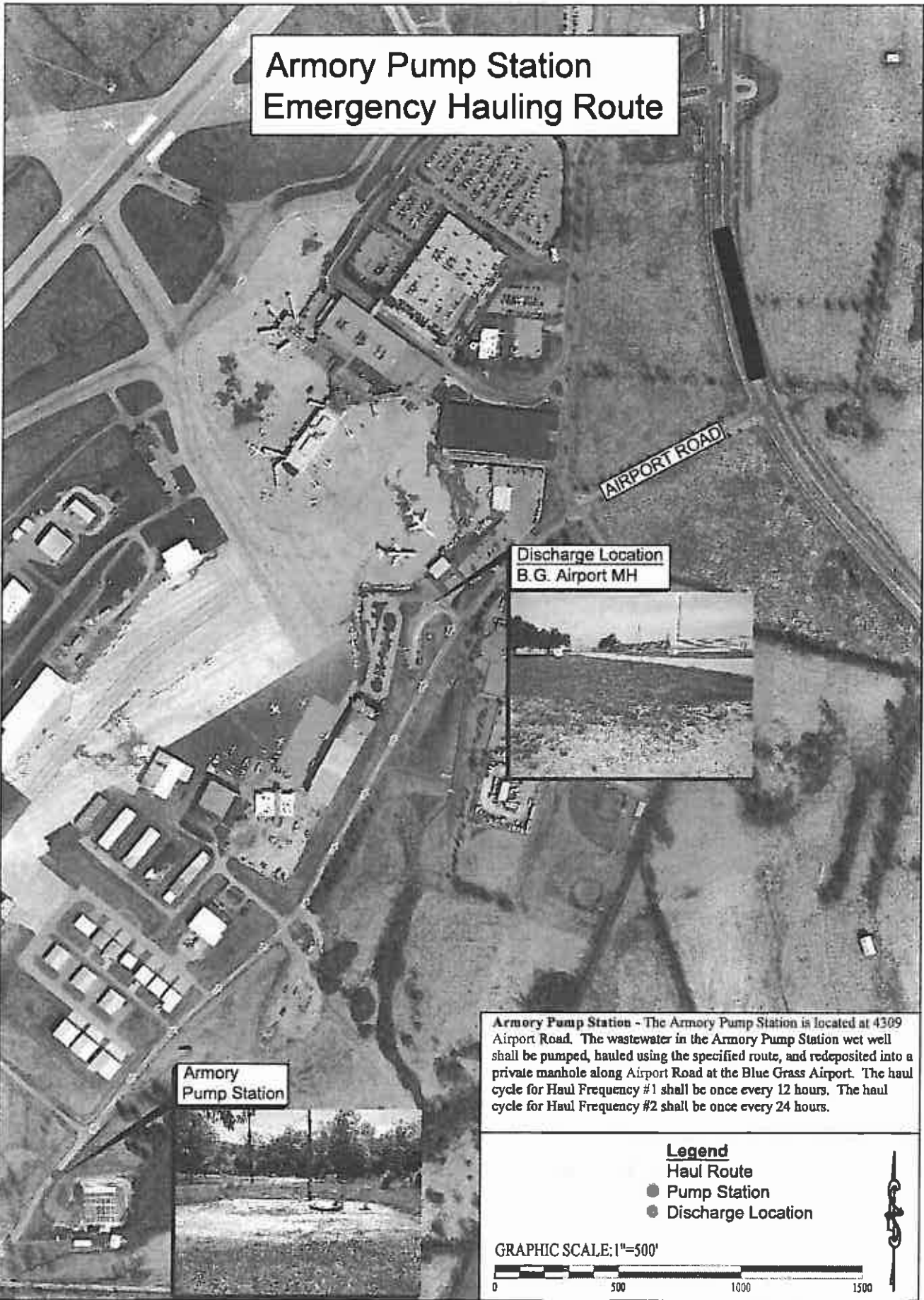
HAUL UNIT CAPACITIES

| | |
|------------|-------------|
| Haul Unit | 1 |
| Size (gal) | <u>5000</u> |
| Haul Unit | 2 |
| Size (gal) | _____ |
| Haul Unit | 3 |
| Size (gal) | _____ |
| Haul Unit | 4 |
| Size (gal) | _____ |
| Haul Unit | 5 |
| Size (gal) | _____ |
| Haul Unit | 6 |
| Size (gal) | _____ |

*additional trucks available upon request.

**TECHNICAL SPECIFICATIONS
APPENDIX A
PUMP STATION HAULING ROUTE MAPS**

Armory Pump Station Emergency Hauling Route



Armory Pump Station - The Armory Pump Station is located at 4309 Airport Road. The wastewater in the Armory Pump Station wet well shall be pumped, hauled using the specified route, and redeposited into a private manhole along Airport Road at the Blue Grass Airport. The haul cycle for Haul Frequency #1 shall be once every 12 hours. The haul cycle for Haul Frequency #2 shall be once every 24 hours.

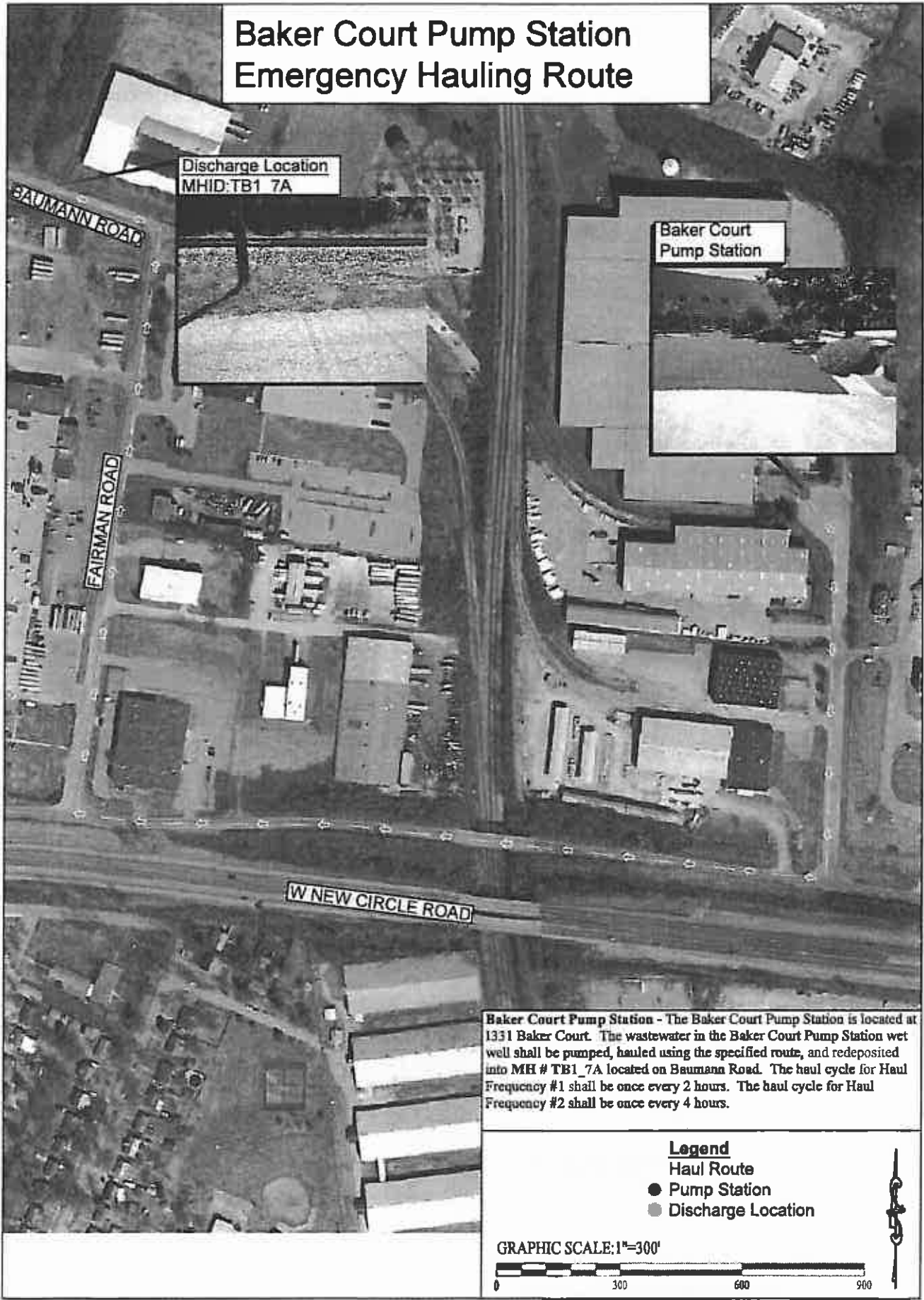
Legend

- Haul Route
- Pump Station
- Discharge Location

GRAPHIC SCALE: 1"=500'



Baker Court Pump Station Emergency Hauling Route



Discharge Location
MHID:TB1 7A

Baker Court
Pump Station

W NEW CIRCLE ROAD

FAIRMAN ROAD

BAUMANN ROAD

Baker Court Pump Station - The Baker Court Pump Station is located at 1331 Baker Court. The wastewater in the Baker Court Pump Station wet well shall be pumped, hauled using the specified route, and redeposited into MH # TB1_7A located on Baumann Road. The haul cycle for Haul Frequency #1 shall be once every 2 hours. The haul cycle for Haul Frequency #2 shall be once every 4 hours.

Legend

- Haul Route
- Pump Station
- Discharge Location

GRAPHIC SCALE: 1"=300'



Clays Mill Pump Station Emergency Hauling Route

Clays Mill
Pump Station



CLAYS MILL RD.

DELZAN PL.

PARTNER PL.

KEITHSHIRE WAY.

Discharge Location
MHID:SE7 296A



Clays Mill Pump Station - The Clays Mill Pump Station is located at 3330 Clays Mill Road. The wastewater in the Clays Mill Pump Station wet well shall be pumped, hauled using the specified route, and redeposited into MH # SE7_296A on Keithshire Way. The haul cycle for both Haul Frequency #1 and #2 shall be once every 30 minutes.

Legend

- Haul Route
- Pump Station
- Discharge Location

GRAPHIC SCALE: 1"=250'



Fincastle Pump Station Emergency Hauling Route



Fincastle
Pump Station

CULPEPPER ROAD

Discharge Location
MHID:WH7 445



CLAYS SPRING LANE

Fincastle Pump Station - The Fincastle Pump Station is located at 1711 Clays Spring Lane. The Hauler shall back down the driveway at 1707 Clays Spring Lane using care as to not damage the trees and shrubbery. Hauler shall provide approximately 100' ft of suction hose to reach the station. The wastewater in the Fincastle Pump Station wet well shall be pumped, hauled using the specified route, and redeposited into MH # WH7 445 on Culpepper Road. The haul cycle for both Haul Frequency #1 and #2 shall be once every 12 hours.

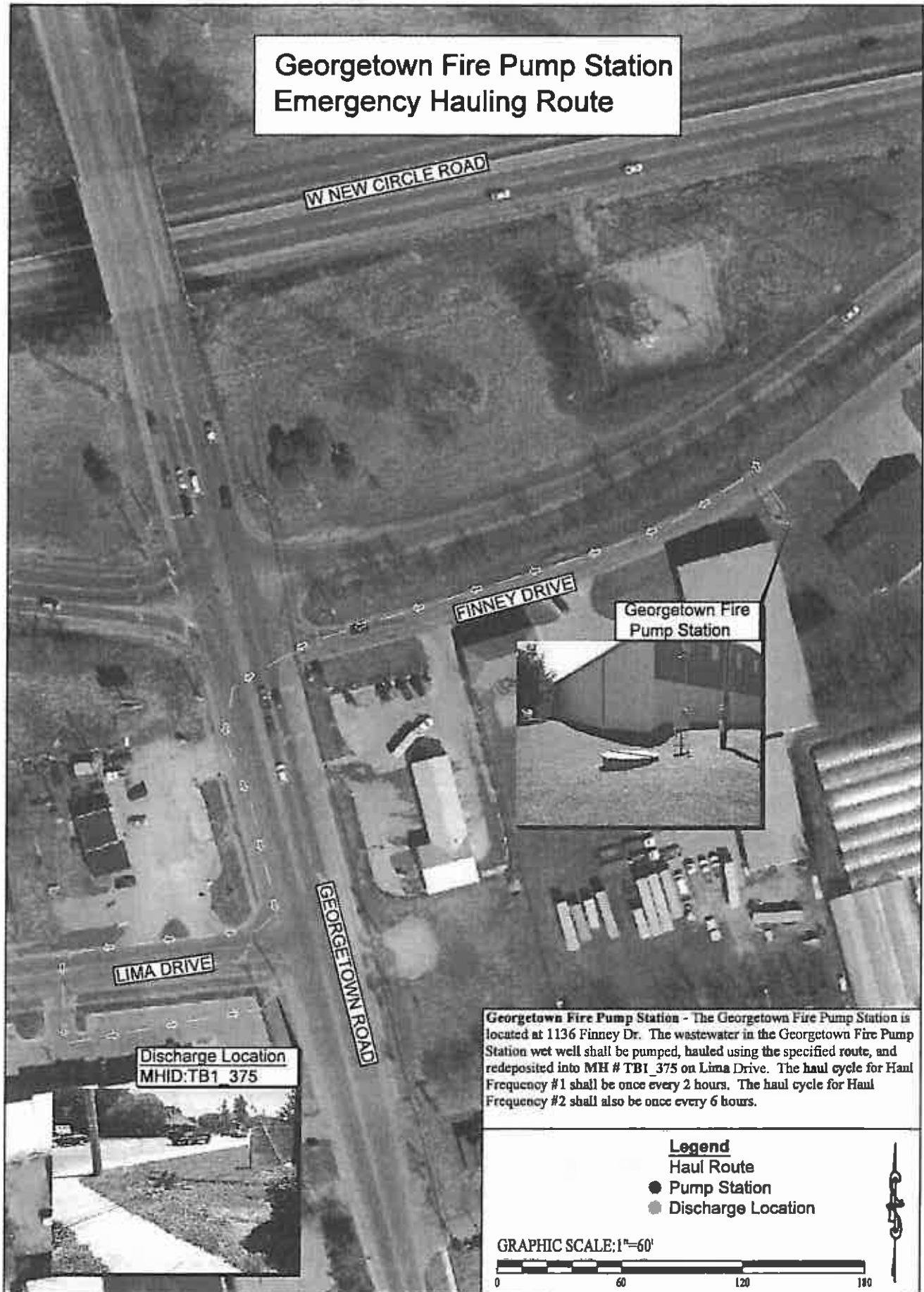
Legend

- Haul Route
- Pump Station
- Discharge Location

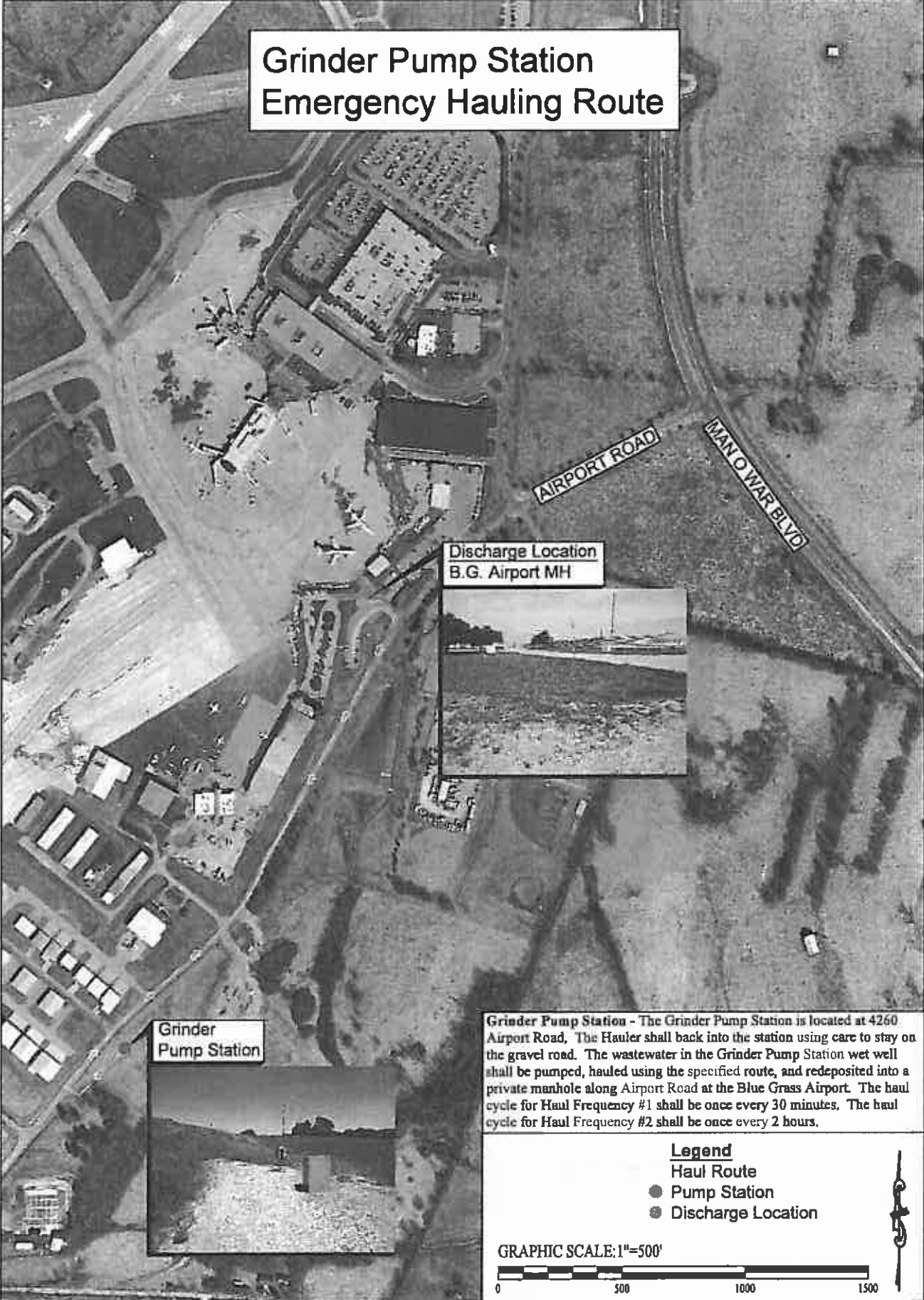
GRAPHIC SCALE: 1"=60'



Georgetown Fire Pump Station Emergency Hauling Route



Grinder Pump Station Emergency Hauling Route



Discharge Location
B.G. Airport MH



Grinder
Pump Station



Grinder Pump Station - The Grinder Pump Station is located at 4260 Airport Road. The Hauler shall back into the station using care to stay on the gravel road. The wastewater in the Grinder Pump Station wet well shall be pumped, hauled using the specified route, and redeposited into a private manhole along Airport Road at the Blue Grass Airport. The haul cycle for Haul Frequency #1 shall be once every 30 minutes. The haul cycle for Haul Frequency #2 shall be once every 2 hours.

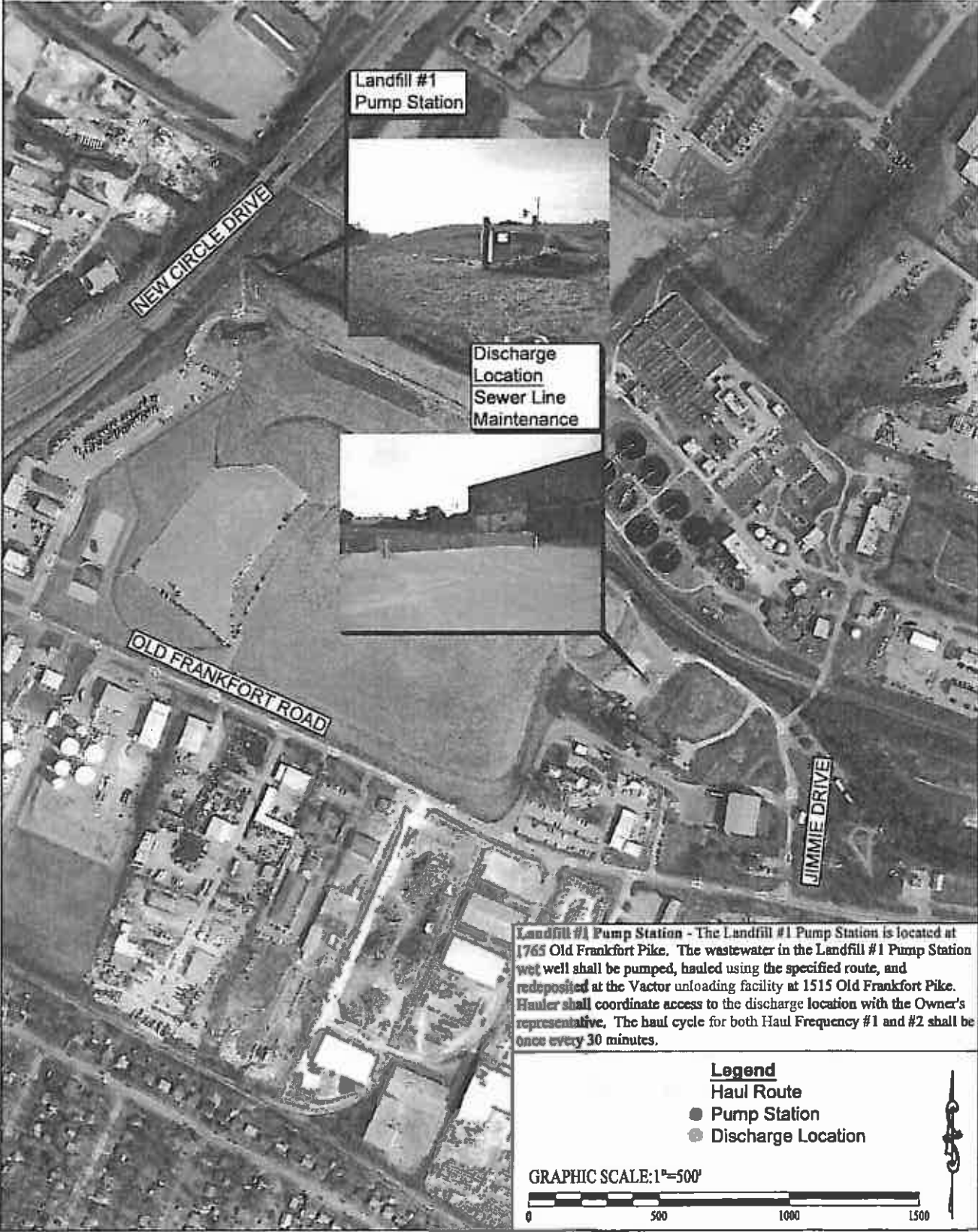
Legend

- Haul Route
- Pump Station
- Discharge Location

GRAPHIC SCALE: 1"=500'



Landfill #1 Pump Station Emergency Hauling Route



Landfill #1
Pump Station



Discharge
Location
Sewer Line
Maintenance



NEW CIRCLE DRIVE

OLD FRANKFORT ROAD

JIMMIE DRIVE

Landfill #1 Pump Station - The Landfill #1 Pump Station is located at 1765 Old Frankfort Pike. The wastewater in the Landfill #1 Pump Station wet well shall be pumped, hauled using the specified route, and redeposited at the Vector unloading facility at 1515 Old Frankfort Pike. Hauler shall coordinate access to the discharge location with the Owner's representative. The haul cycle for both Haul Frequency #1 and #2 shall be once every 30 minutes.

- Legend**
- Haul Route
 - Pump Station
 - Discharge Location

GRAPHIC SCALE: 1"=500'



Landfill #2 Pump Station Emergency Hauling Route

Landfill #2
Pump Station



Discharge
Location
Sewer Line
Maintenance



Landfill #2 Pump Station - The Landfill #1 Pump Station is located at 1631 Old Frankfort Pike. The wastewater in the Landfill #2 Pump Station wet well shall be pumped, hauled using the specified route, and redeposited at the Vector unloading facility at 1515 Old Frankfort Pike, Hauler shall coordinate access to the discharge location with the Owner's representative. The haul cycle for both Haul Frequency #1 and #2 shall be once every 30 minutes.

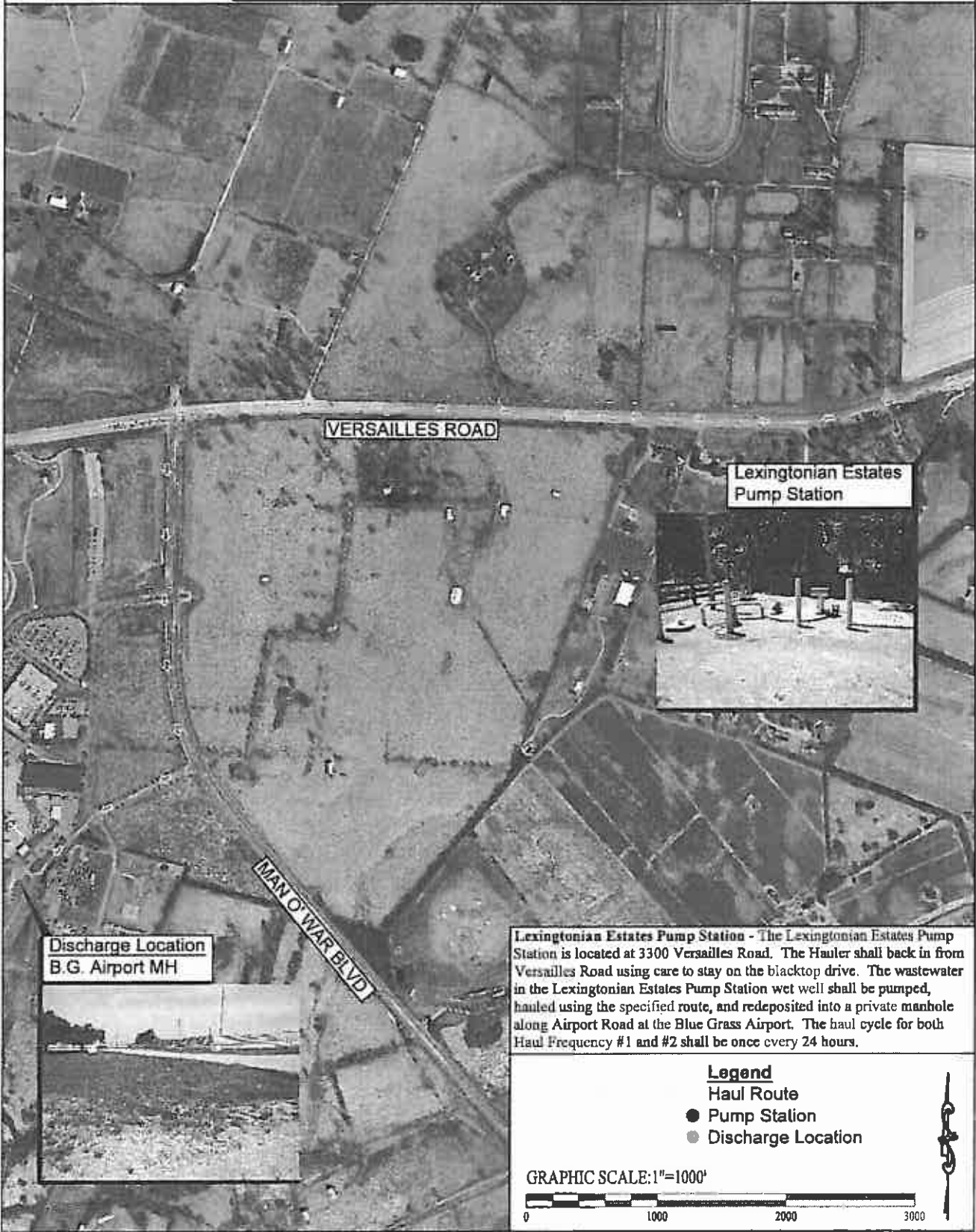
Legend

- Haul Route
- Pump Station
- ⊙ Discharge Location

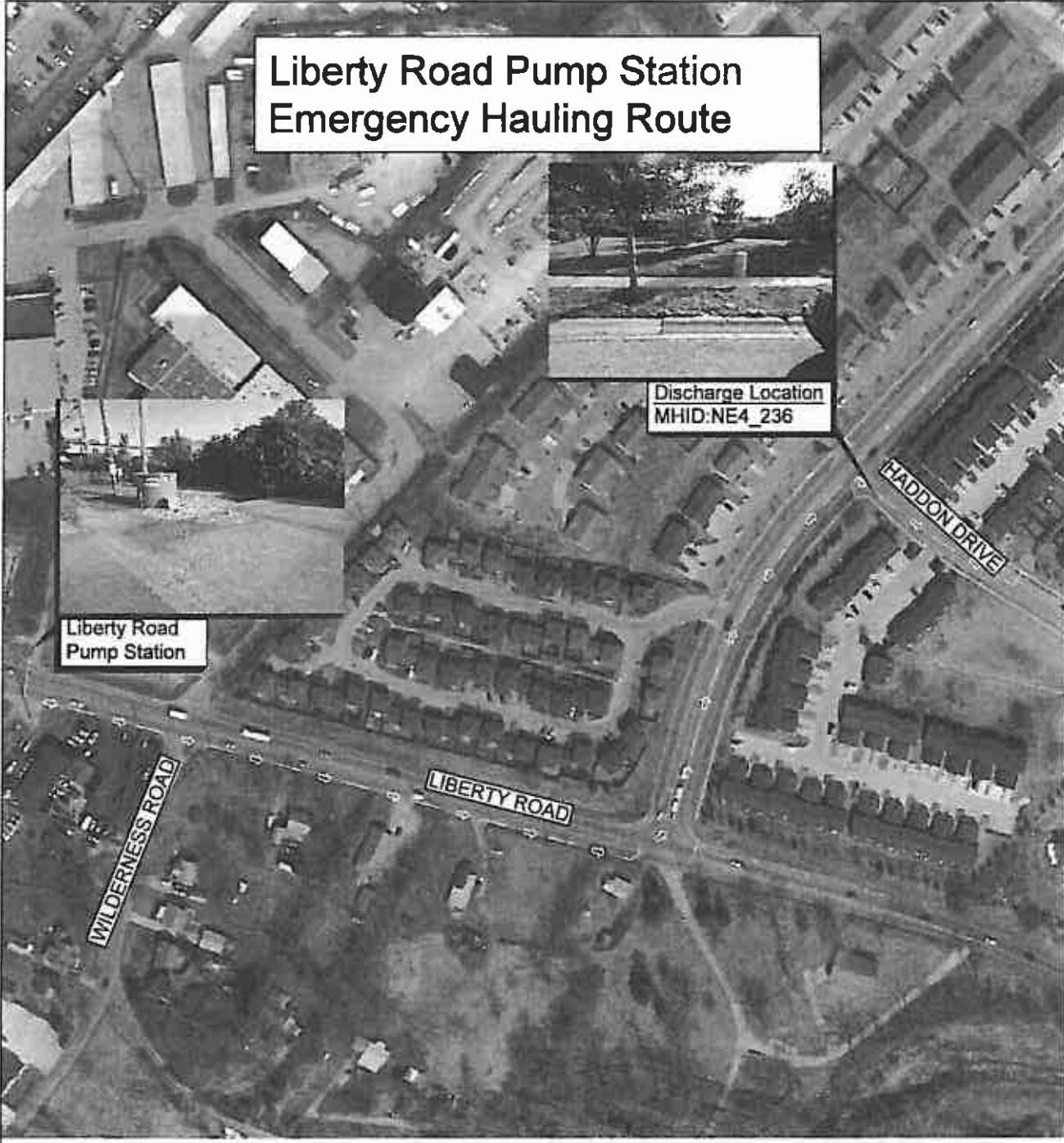
GRAPHIC SCALE: 1"=200'



Lexingtonian Estates Pump Station Emergency Hauling Route



Liberty Road Pump Station Emergency Hauling Route



Liberty Road Pump Station - The Liberty Road Pump Station is located at 2101 Liberty Road. The wastewater in the Liberty Road Pump Station wet well shall be pumped, hauled using the specified route, and redeposited into MH # NE4_236 on Haddon Drive. The haul cycle for Haul Frequency #1 shall be once every 1 hour. The haul cycle for Haul Frequency #2 shall be once every 3 hours.

- Legend**
- Haul Route
 - Pump Station
 - Discharge Location



Loudon Avenue Pump Station Emergency Hauling Route

Loudon Avenue Pump Station - The Loudon Avenue Pump Station is located at 682 E. Loudon Avenue. The Hauler shall back in from E. Loudon Avenue using care to stay on the blacktop drive. The wastewater in the Loudon Avenue Pump Station wet well shall be pumped, hauled using the specified route, and redeposited into MH # CR6 134A on Shelby Street. The haul cycle for Haul Frequency #1 shall be once every 2 hours. The haul cycle for Haul Frequency #2 shall be once every 6 hours.



Discharge Location
MHID:CR6 134A

Loudon Avenue
Pump Station

- Legend**
- Haul Route
 - Pump Station
 - Discharge Location

GRAPHIC SCALE: 1"=300'



McCubbing Pump Station Emergency Hauling Route

DISCHARGE LOCATION
MHID: WR5_11A



MCCUBBING
PUMP
STATION



McCubbing Pump Station - The McCubbing Pump Station is located at 526 McCubbing Drive. The wastewater in the McCubbing Pump Station wet well shall be pumped, hauled using the specified route, and redeposited into MH# WR5_11A behind Home Depot. The haul cycle for Haul Frequency #1 shall be once every 1 hour. The haul cycle for Haul Frequency #2 shall be once every 2 hours.

Legend

- Haul Route
- Pump Station
- Discharge Location

GRAPHIC SCALE: 1"=500'



New Cisco Pump Station Emergency Hauling Route

Discharge
Location
Sewer Line
Maintenance



New Cisco Road Pump Station - The New Cisco Road Pump Station is located at 109 Cisco Road. The wastewater in the New Cisco Road Pump Station wet well shall be pumped, hauled using the specified route, and redeposited at the Vector unloading facility at 1515 Old Frankfort Pike. Hauler shall coordinate access to the discharge location with the Owner's representative. The haul cycle for both Haul Frequency #1 and #2 shall be once every 2 hours.



New Cisco
Pump Station

OLD FRANKFORT RD.

MANCHESTER ST.

S FORBES RD.

VERSAILLES RD.

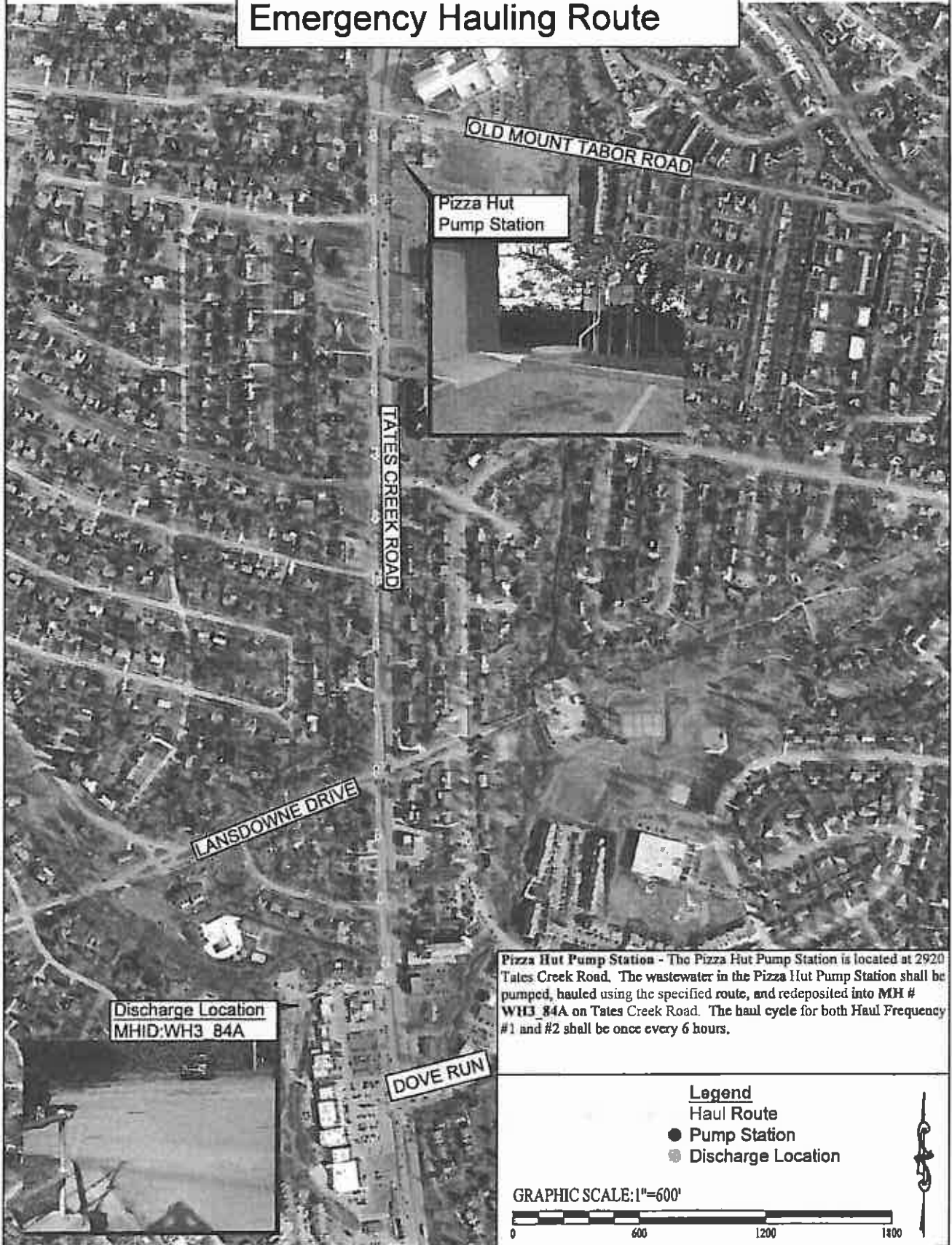
CISCO RD.

- Legend**
- Haul Route
 - Pump Station
 - Discharge Location

GRAPHIC SCALE: 1"=500'



Pizza Hut Pump Station Emergency Hauling Route



Woodbine Pump Station Emergency Hauling Route

DISCHARGE LOCATION
MHID: WR5_11A



WOODBINE
PUMP
STATION



Woodbine Pump Station - The Woodbine Pump Station is located at 525 Woodbine Drive. The wastewater in the Woodbine Pump Station wet well shall be pumped, hauled using the specified route, and redeposited into MH# WR5_11A behind Home Depot. The haul cycle for Haul Frequency #1 shall be once every 1 hour. The haul cycle for Haul Frequency #2 shall be once every 2 hours.

Legend

Haul Route

● Pump Station

● Discharge Location

GRAPHIC SCALE: 1"=500'

0 500 1000 1500



Request Addendum

Mon Aug 08, 2016
01:30 PM EDT

Addendum

Request #: 102-2016

Addendum Title: Deadlines have been revised

Date and Time Issued: 08/08/2016 01:26 PM EDT

The deadlines for this request have been revised. Please review the following information carefully.

Previous Due Deadline: 09/01/2016 02:00 PM EDT

Revised Deadline: 08/17/2016 02:00 PM EDT

Previous Q&A Cutoff: 08/21/2016 02:00 PM EDT

Revised Q&A Cutoff: 08/09/2016 02:00 PM EDT

Note: One of the files available for downloading might be a ZIP file. If you are running a computer older than Windows XP, your system may not have unzipping capabilities. [Follow this link to download WinZip](#), a third-party zipping service.
