

RESOLUTION NO. 334 -2013

A RESOLUTION ACCEPTING THE BID OF LEAK ELIMINATORS, LLC, ESTABLISHING A PRICE CONTRACT FOR SANITARY SEWER SYSTEM REHABILITATION, FOR THE DIVISION OF WATER QUALITY.

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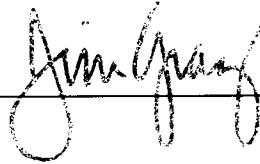
BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the bid of Leak Eliminators, LLC, establishing a price contract for Sanitary Sewer System Rehabilitation, for the Division of Water Quality, be and hereby is accepted and approved as to the specifications and amounts set forth in the terms of the bid, which is attached hereto and incorporated herein by reference.

Section 2 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: July 2, 2013

MAYOR



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ATTEST:

  
CLERK OF URBAN COUNTY COUNCIL



# Lexington-Fayette Urban County Government

200 E. Main St  
Lexington, KY 40507

## Master

File Number: 0604-13

<b>File ID:</b> 0604-13	<b>Type:</b> Resolution	<b>Status:</b> Approved
<b>Version:</b> 1	<b>Contract #:</b>	<b>In Control:</b> Urban County Council
<b>Division:</b> Central Purchasing	<b>Cost:</b>	<b>File Created:</b> 05/30/2013
<b>File Name:</b> Recommendation for Bid #63-2013 Sanitary Sewer System Rehabilitation		<b>Final Action:</b> 07/02/2013

**Title:** A Resolution accepting the bid of Leak Eliminators, LLC, establishing a price contract for Sanitary Sewer System Rehabilitation, for the Div. of Water Quality. (1 Bid) [Martin]

### Notes:

**Code Sections:** **Agenda Date:** 07/02/2013

**Indexes:** **Agenda Number:** 1.

**Sponsors:** **Enactment Date:** 07/02/2013

**Attachments:** Leak Eliminators LLC.pdf, insurance certificate for Leak.pdf, One Bid Recommendation Letter.pdf, 00395435.DOC **Enactment Number:** R-334-2013

**Deed #:** **Hearing Date:**

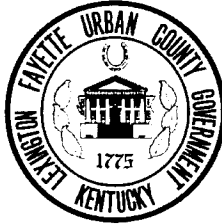
**Drafter:** Betty Landrum **Effective Date:**

### Approval History

Version	Date	Approver	Action
1	05/30/2013	Todd Slatin	Approve
1	05/30/2013	Saliy Hamilton	Approve
1	05/30/2013	Dave Barberie	Approve

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council	06/20/2013					
1	Urban County Council	06/20/2013	Received First Reading	Urban County Council	07/02/2013		
<b>Action Text:</b> Received First Reading to the Urban County Council due back on 7/2/2013							



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

May 30, 2013

FOR: Jim Gray, Mayor  
FROM: Todd Slatin, Director *TJS*  
Division of Central Purchasing  
SUBJECT: Invitation to Bid #63-2013 – Sanitary Sewer System Rehabilitation

On May 23, 2013 the Division of Central Purchasing received bids for the Sanitary Sewer System Rehabilitation for the purpose of establishing a price contract for the Division of Water Quality.

Notices were sent via Economic Engine to nine hundred thirty one (931) vendors for this particular commodity. Fifty three (53) vendors reviewed the document. Central Purchasing received one (1) bid from Leak Eliminators, LLC.

The bid submitted by Leak Eliminators, LLC meets bid specifications and is reasonable and within budgetary constraints.

I recommend the bid of Leak Eliminators, LLC be accepted.

Cc: Sally Hamilton, CAO  
William O'Mara, Commissioner of Finance & Administration  
Richard Moloney, Commissioner of Public Works & Environmental Quality  
Stacey Maynard, Council Administrator

**PART III**

**Invitation to Bid No. 63-2013**

**Sanitary Sewer System Rehabilitation**

**1. FORM OF PROPOSAL**

Place: Lexington, Kentucky

Date: May 23, 2013

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

This Proposal Submitted by Leak Eliminators LLC

604 Bizzell Drive Lexington KY 40510  
(Name and Address of Bidding Contractor)

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

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

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for Sanitary Sewer System Rehabilitation having examined the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part. The OWNER will issue work orders for work to be performed under this Contract.

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

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 5/10/13

Addendum No. 2 Date 5/13/13

Addendum No. 3 Date 5/20/13

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

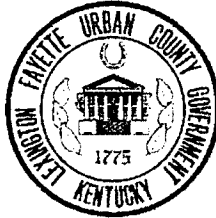
Addendum No. \_\_\_\_ Date \_\_\_\_\_

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

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

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

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



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Acting Commissioner

**ADDENDUM #3**

Bid Number: **63-2013**

Date: May 20, 2013

Subject: **Sanitary Sewer System Rehabilitation**

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

**TO ALL PROSPECTIVE BIDDERS:**

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

Questions	Answers
Please confirm that site restoration (seed/straw, sod, asphalt, etc.) are separate pay items from bid items for point repairs, line replacement, etc. as stated on pages TS10-2 and TS10-3. The reason I ask is that Item 1.22(A) on page TS1-9 states that "sod and seed work ... is included in the cost of the work to be done. There is no separate pay item for sod, seeding..."	Seed/Straw and Sod are included in bid item. Hard surfaces (Driveways and Roadways) are separate pay items.
How is bypass pumping for items B1 through B22 be handled? Will it be like CIPP work, where bypass pumping on any line 10" and smaller is incidental to the work?	The same as CIPP.
Item E15: What labor and equipment should be included in the SSO Site Cleanup hourly rate?	Base it on 2 people and a vehicle with appropriate tools such as rakes, garbage bags, etc which might be needed to clean up sewage debris.

*Todd Slatin* 

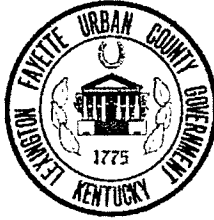
Todd Slatin, Director  
Division of Central Purchasing

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

COMPANY NAME: LEAK ELIMINATORS

ADDRESS: 604 BIRZEN DRIVE LEXINGTON, KY 40510

SIGNATURE OF BIDDER: Richard Lawrence



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Acting Commissioner

**ADDENDUM #2**

Bid Number: 63-2013

Date: May 13, 2013

Subject: Sanitary Sewer System Rehabilitation

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

**TO ALL PROSPECTIVE BIDDERS:**

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

There are NO drawings to be considered as part of this bid package. This contract is for "on-going" work on an "as-needed basis. All work shall be done in compliance with LFUCG's Sanitary Sewer and Pump Station Manuals.

Todd Slatin, Director  
Division of Central Purchasing

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

COMPANY NAME: LEAK ELIMINATORS

ADDRESS: 604 BIZZEN DRIVE LEXINGTON, KY 40510

SIGNATURE OF BIDDER: Richard Lawrence



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Acting Commissioner

**ADDENDUM #1**

Bid Number: **63-2013**

Date: May 10, 2013

Subject: **Sanitary Sewer System Rehabilitation**


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

**TO ALL PROSPECTIVE BIDDERS:**

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

Bid opening date of June 10, 2011 as stated on page AB-4 of the spec book is obviously incorrect

Correct bid opening date is **May 23, 2013** at the same time and location as stated in the bid documents.

*Todd Slatin* 

Todd Slatin, Director  
Division of Central Purchasing

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

COMPANY NAME: LEAK ELIMINATORS

ADDRESS: 604 BIZZEN DRIVE LEXINGTON, KY 40510

SIGNATURE OF BIDDER: Richard Pannone



**2. LEGAL STATUS OF BIDDER**

Bidder Leak Eliminators LLC

Date May 23, 2013

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

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

~~\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_~~

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

~~\_\_\_\_\_  
\_\_\_\_\_~~

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

3. **BIDDERS AFFIDAVIT**

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

1. His/her name is Richard Lawrence and he/she is the individual submitting the bid or is the authorized representative of \_\_\_\_\_  
Leak Eliminators, LLC, the entity submitting the bid (hereinafter referred to as "Bidder").
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of 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 the "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.

Richard Lawrence  
(Affiant)

STATE OF Kentucky

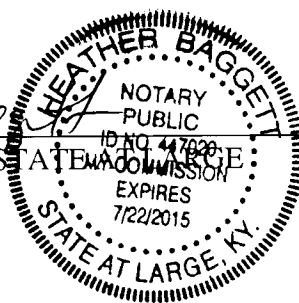
COUNTY OF Fayette

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

Richard Lawrence on this the 22 day of May, 2013.

My Commission expires: July 22, 2015

Heather Baggett  
NOTARY PUBLIC, STATE AT LARGE



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

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

The contract, if awarded, will be on the basis of materials and equipment specified in the specifications without consideration of possible substitute or "or equal" items.

The Technical Specifications shall govern all work.

The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract price. Determination of the actual quantities and classification of unit price work performed by the Contractor will be made by the Engineer in accordance with the General Conditions.

All Bidders must submit Bid prices for all items in Parts A, B, C, D, and E, to be considered.

Part A: Administrative Bid Items				
Item	Unit	Description	Estimated	Unit Price
A1	LS	Mobilization	1	10,000.
A2	LS	Bonds and Insurance	1	50,000.
A3	LS	General Requirements	1	65,000.
A4	LS	Demobilization	1	10,000.
<b>SUBTOTAL: Part A (Items A1 through A4)</b>				<b>135,000</b>

Part B: Pipeline Rehabilitation and Replacement				
Item	Unit	Description	Estimated	Unit Price
B1	EA	Point Repair, 6 to 8-inch pipe (depth 0 to 6.0 ft)	100	2300.
B2	EA	Point Repair, 6 to 8-inch pipe (depth 6.1 to 10.0 ft)	100	2600.
B3	EA	Point Repair, 6 to 8-inch pipe (depth 10.1 to 15.0 ft)	20	3150.
B4	LF	Line Replacement, 6 to 8-inch pipe >10 LF (depth 0 to 6.0 ft)	700	110.
B5	LF	Line Replacement, 6 to 8-inch pipe >10 LF (depth 6.1 to 10.0 ft)	700	125.
B6	LF	Line Replacement, 6 to 8-inch pipe >10 LF (depth 10.1 to 15.0 ft)	200	145.
B7	EA	Point Repair, 10 to 12-inch pipe (depth 0 to 6.0 ft)	25	2400.
B8	EA	Point Repair, 10 to 12-inch pipe (depth 6.1 to 10.0 ft)	25	2650.
B9	EA	Point Repair, 10 to 12-inch pipe (depth 10.1 to 15.0 ft)	10	3200.
B10	LF	Line Replacement, 10 to 12-inch pipe >10 LF (depth 0 to 6.0 ft)	200	120.
B11	LF	Line Replacement, 10 to 12-inch pipe >10 LF (depth 6.1 to 10.0 ft)	200	140.
B12	LF	Line Replacement, 10 to 12-inch pipe >10 LF (depth 10.1 to 15.0 ft)	50	160.
B13	EA	Point Repair, 15 to 18-inch pipe (depth 0 to 6.0 ft)	7	3350.
B14	EA	Point Repair, 15 to 18-inch pipe (depth 6.1 to 10.0 ft)	8	3600.
B15	EA	Point Repair, 15 to 18-inch pipe (depth 10.1 to 15.0 ft)	5	4500.
B16	LF	Line Replacement, 15 to 18-inch pipe >10 LF (depth 0 to 6.0 ft)	20	165.
B17	LF	Line Replacement, 15 to 18-inch pipe >10 LF (depth 6.1 to 10.0 ft)	20	195.
B18	LF	Line Replacement, 15 to 18-inch pipe >10 LF (depth 10.1 to 15.0 ft)	20	210.

Part B: Pipeline Rehabilitation and Replacement				
Item	Unit	Description	Estimated	Unit Price
B19	LF	6-inch HDPE Lateral Installed by Pipe Bursting	250	80.
B20	LF	8-inch HDPE Sewer Installed by Pipe Bursting	300	90.
B21	LF	10-inch HDPE Sewer Installed by Pipe Bursting	100	120.
B22	LF	12-inch HDPE Sewer Installed by Pipe Bursting	100	140.
B23	LF	CIPP, 8-inch Pipe	20,000	36.
B24	LF	CIPP, 10-inch Pipe	2,000	39.
B25	LF	CIPP, 12-inch Pipe	50	54.
B26	LF	CIPP, 15-inch Pipe	50	78.
B27	LF	CIPP, 18-inch Pipe	50	92.
B28	LF	CIPP, 21-inch Pipe	50	95.
B29	LF	CIPP, 24-inch Pipe	1200	110.
B30	LF	CIPP, 30-inch Pipe	1500	165.
B31	LF	CIPP, 36-inch Pipe	800	180.
B32	LF	CIPP, 42-inch Pipe	800	275.
B33	LF	CIPP, 48-inch Pipe	800	325.
B34	LF	CIPP Lateral, 4-inch Pipe	200	65.
B35	LF	CIPP Lateral, 6-inch Pipe	400	70.
B36	EA	CIPP Point Repair, 6 to 8-inch Pipe	10	2100.
B37	EA	CIPP Point Repair, 10 to 12-inch Pipe	10	2250.
B38	EA	CIPP Point Repair, 15 to 18-inch Pipe	5	2600.
B39	EA	CIPP Service Connection Repair	50	2000.
B40	EA	Replace Service Connection (4 or 6-inch) (depth 0 to 6.0 ft) with Cleanout	100	3400.
B41	EA	Replace Service Connection (4 or 6-inch) (depth 6.1 to 10.0 ft) with	110	3600.
B42	EA	Replace Service Connection (4 or 6-inch) (depth 10.1 to 15.0 ft) with	25	3800.
B43	LF	Lateral Relocation or Replacement (4 to 6-inch)	200	85.
B44	EA	Abandoned Point Repair or Service Connection Excavation	5	1500.
B45	EA	Demolish Manhole	5	1100.
B46	EA	Install 4-inch Cleanout	50	800.
B47	EA	Install 6-inch Cleanout	50	900.
B48	EA	Remove Protruding Tap or Obstruction	10	900.
B49	EA	Shallow Manhole, 4-foot diameter (depth ≤ 4.0 ft)	10	3150.
B50	EA	Standard Manhole, 4-foot diameter (depth 4.1 to 6.0 ft)	10	4100.
B51	EA	Standard Manhole, 5-foot diameter (depth to 6.0 ft)	5	5900.
B52	VF	Manhole Rehabilitation	400	400.
B53	EA	Reset and Seal Manhole Ring	5	450.
B54	EA	Raise Manhole to Grade, in Pavement, ≤ 12 inches	50	1200.
B55	EA	Raise Manhole to Grade, Non-Paved Area, ≤ 12 inches	50	1000.
B56	VF	Manhole Barrel Extensions, 4 ft. diameter	50	450.
B57	VF	Manhole Barrel Extensions, 5 ft. diameter	20	750.
B58	EA	Inside Manhole Drop Connection	5	900.
<b>SUBTOTAL: Part B (Items B1 through B58)</b>				<b>4,515,900</b>

Part C: Sewer Line Investigation Bid Items				
Item	Unit	Description	Estimated	Unit Price
C1	EA	Locate Manhole	10	1,500.00
C2	LF	Clean and CCTV 8-inch Pipe	80,000	1.80
C3	LF	Clean and CCTV 10 to 12-inch Pipe	20,000	2.25
C4	LF	Clean and CCTV 15 to 18-inch Pipe	5,000	2.40
C5	LF	Clean and CCTV 24 to 30-inch Pipe	2,500	4.00
C6	LF	Clean and CCTV >30-inch Pipe	3,000	5.00
C7	LF	CCTV Lateral 4 to 6-inch Pipe	10,000	2.00
C8	LF	CCTV 8-inch Pipe	6,000	1.40
C9	LF	CCTV 10 to 12-inch Pipe	2,000	1.60
C10	LF	CCTV 15 to 18-inch Pipe	1,000	2.00
C11	LF	CCTV 24 to 30-inch Pipe	2,000	2.50
C12	LF	CCTV >30-inch Pipe	1,000	3.25
C13	EA	CCTV Reverse Set-Up	80	120.00
C14	LF	Routine Cleaning, <12-inch Pipe	2,000	1.25
C15	LF	Routine Cleaning, ≥12-inch Pipe	1,000	1.50
C16	LF	Smoke Testing, Main Lines	10,000	1.60
C17	HR	Smoke Testing, 3-Man Crew with Equipment	100	275.00
C18	HR	Heavy Cleaning, ≤12-inch Pipe	120	250.00
C19	HR	Heavy Cleaning, > 12-inch Pipe	100	260.00
C20	LF	Mechanical Root Removal, 6 to 8-inch Pipe	1,800	3.00
C21	LF	Mechanical Root Removal, 10 to 12-inch Pipe	500	4.25
C22	LF	Mechanical Root Removal, 15 to 18-inch Pipe	200	5.25
<b>SUBTOTAL: Part C (Items C1 through C22)</b>				<b>396,025</b>

Part D: General Civil Bid Items				
Item No.	Unit	Description	Estimated Quantity	Unit Price
D1	CY	Rock Removal	300	240.
D2	EA	Tree Removal, 6.1 to 12-inch Dia.	5	850.
D3	EA	Tree Removal, >12-inch Dia.	5	2200.
D4	SY	Site Restoration, Paved, Bituminous Surface	2,500	90.
D5	SY	Site Restoration, Paved, Concrete Surface (up to 6-inch thickness)	2,500	90.
D6	SY	Site Restoration, Paved, Concrete Surface (>6-inch thickness)	1,000	90.
D7	SY	Site Restoration, Paved, Temporary Winter Repair	1,000	80.
D8	SY	Site Restoration, Seeding with Straw Mulch and Net	1,000	20.
D9	SY	Site Restoration, Seeding with Coconut Matting	500	22.
D10	SY	Site Restoration, Sod	500	30.
D11	SY	Creek Bank Restoration, Channel Lining	200	35.
D12	SY	Creek Bank Restoration, Rip-Rap	200	35.
D13	SY	Creek Bank Restoration, Coconut Matting	200	21.
D14	LF	Monolithic Concrete Curb & Gutter Replacement	200	60.
D15	LF	Concrete Curb Replacement	50	50.
D16	LF	Bituminous Curb Replacement	100	40.
D17	TON	No. 9 Crushed Stone	3,700	25.
D18	TON	DGA, Class II	2,000	25.
D19	CY	Flowable (Controlled Density) Fill	100	150.
D20	SY	Asphalt Pavement Milling, 1 1/2-inch Depth	1,000	20.
D21	SY	Bituminous Pavement Overlay, 1 1/2-inch Thickness	1,000	20.
<b>SUBTOTAL: Part D (Items D1 through D21)</b>				<b>987,450</b>

Part E: Manpower and Equipment Bid Items				
Item	Unit	Description	Estimated	Unit Price
E1	EA	Bypass Pumping Setup, <12-inch Sewer Line	50	7.50.
E2	EA	Bypass Pumping Setup, ≥12-inch Sewer Line	20	1300.
E3	HR	Bypass Pumping, 2-inch Pump, <500 LF Discharge Line	50	95.
E4	HR	Bypass Pumping, 2-inch Pump, 501 to 1000 LF Discharge Line	50	100.
E5	HR	Bypass Pumping, 2-inch Pump, 1001 to 1500 LF Discharge Line	50	115.
E6	HR	Bypass Pumping, 4-inch Pump, <500 LF Discharge Line	100	120.
E7	HR	Bypass Pumping, 4-inch Pump, 501 to 1000 LF Discharge Line	100	145.
E8	HR	Bypass Pumping, 4-inch Pump, 1001 to 1500 LF Discharge Line	100	170.
E9	HR	Bypass Pumping, 6-inch Pump, <500 LF Discharge Line	50	210.
E10	HR	Bypass Pumping, 6-inch Pump, 501 to 1000 LF Discharge Line	50	235.
E11	HR	Bypass Pumping, 6-inch Pump, 1001 to 1500 LF Discharge Line	50	250.
E12	HR	Bypass Pumping, 8-inch Pump, <500 LF Discharge Line	50	350.
E13	HR	Bypass Pumping, 8-inch Pump, 501 to 1000 LF Discharge Line	50	380.
E14	HR	Bypass Pumping, 8-inch Pump, 1001 to 1500 LF Discharge Line	50	420.
E15	HR	SSO Site Cleanup	50	145
E16	HR	Combination Vacuum/Hydraulic Jet/Hydro Excavator	50	260.
E17	HR	Backhoe/Extend-a-hoe	150	150.
E18	HR	Hoe Ram	50	225.
E19	HR	Dump Truck, Single Axle	50	100.
E20	HR	Dump Truck, Tandem or Tri-Axle	50	110.
E21	HR	Large Track Hoe, CAT 311 or Equivalent	50	180.
E22	HR	Small Track Hoe, CAT 301.6C or Equivalent	50	140.
E23	HR	Skid-Steer Loader	50	140.
E24	HR	All-Terrain Vehicle, Gator or Equivalent	50	100.
E25	HR	Supervisor/Superintendent	50	100.
E26	HR	Crew Foreman	150	95.
E27	HR	Laborer	550	70.
E28	HR	Air Compressor (Jack Hammer), 125 cfm or larger	50	140.
E29	HR	Roller/Compactor	50	125.
E30	HR	Pull-Behind Paver	50	125.
E31	HR	Traffic Maintenance - Type I (Flagger)	50	80.
E32	HR	Electronic Arrow Board	50	50.
E33	WK	Electronic Message Board	10	1400.
E34	HR	Investigation Crew	200	550.
<b>SUBTOTAL: Part E (Items E1 through E34)</b>				<b>524,500</b>

TOTAL OF ALL BID PRICES (Parts A, B, C, D, and E) SIX million FIVE HUNDRED FIFTY EIGHT THOUSAND EIGHT HUNDRED SEVENTY FIVE (\$ 6,558,875 ).



Submitted by: Leak Eliminators LLC  
*Firm*

604 Bizzell Drive  
*Address*

Lexington, Kentucky 40510  
*City, State & Zip*

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

Richard Lawrence  
**Signature of Authorized Company Representative – Title**

Richard Lawrence President  
*Representative/s Name (Typed or Printed)*

(502) 803-5570  
*Area Code – Phone – Extension* *Fax #*

Richard@leakeliminators.com  
*E-Mail Address*

OFFICIAL ADDRESS:

604 Bizzell Drive

Lexington, Kentucky

40510

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

by signing this form you agree to ALL of the terms and associated forms.

5. STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: Leak Eliminators LLC
2. Permanent Place of Business: 604 Bizzell Drive Lexington KY 40510
3. When Organized: 1/1/1999
4. Where Incorporated: Kentucky
5. Construction Plant and Equipment Available for this Project:

FULL CIPP UNITS OPERATION  
FOUR TRACKHOES, FOUR SKID STEERS, SIX  
DUMP TRUCKS, TWO CCTV INSPECTION TRUCKS,  
FOUR SEWER CLEANER TRUCKS, TWO BACKHOES,  
FOUR MINI EXCAVATORS, PUMPS AND MISCELLANEOUS  
LASER LEVELS, BOX TRUCKS, ETC REQUIRED.

(Attach Separate Sheet If Necessary)

6. Financial Condition:

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

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

Wells Fargo Insurance Services (Surety)

Signed: Deborah Burton (Representative of Surety)

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

<u>2011</u>	<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
	LFUCG Sanitary Sewer Rehab # 301-2011 Contract	Lexington, Ky	800,000
	<del>LFUCG</del> Lancaster Sewer Dept.	Lancaster, Ky	178,065
	Lexmark	Lexington Ky	73,250
	Louisville MSD: Annual I: I	Louisville Ky	1,640,899
	Oldham Co.: Orchard Grass Park	Louisville Ky	941,774

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

	<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
<u>2012</u>	LFUCG Sanitary Sewer Rehab # 301-2011	Lexington Ky	1,500,000
	Louisville MSD Fern Creek Rehab	Louisville Ky	2,057,089
	Oldham Co.: Ash Ave	Louisville, Ky	373,623

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

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
Richard Lawrence	President	15 yrs.
Todd Dault	General Manager	3 yrs
Bert Lacey	Project Manager	3 yrs
Bruce Whitaker	Supervisor	9 yrs
John Courtney	Foreman	6 yrs

11. DBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS</u> <u>(LIST)</u>	<u>PROJECT</u> <u>(SPECIFIC TYPE)</u>	<u>DBE</u>	<u>% of WORK</u>
TROTTEL DEVELOPMENT	MSD FERRIS CREEK SEWER REPAIRS	MBE	15%
ADE CONTRACTORS	MSD FERRIS CREEK SEWER REPAIRS	WBE	6%
CHEROKEE CONSTRUCTION	ORDHAM COUNTY SEWER REPAIRS	WBE	4%
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(USE ADDITIONAL SHEETS IF NECESSARY)

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

**6. LIST OF PROPOSED SUBCONTRACTORS**

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

<u>BRANCH OF WORK - LIST EACH MAJOR ITEM</u> Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.	<u>SUBCONTRACTOR</u>	<u>DBE</u> <u>Yes/No</u>	% of Work
1. <u>MANHOLE REHABILITATION</u>	Name: <u>CANCO SPRAY SOLUTIONS</u> Address: <u>INDIANAPOLIS, IN</u>	<u>YES</u>	<u>2.4%</u>
2. <u><del>SEWER</del> PRECAST MANHOLES</u>	Name: <u>S&amp;M PRECAST</u> Address: <u>MEMPHIS, TN</u>	<u>YES</u>	<u>0.4%</u>
3. _____	Name: _____ Address: _____	_____	_____
4. _____	Name: _____ Address: _____	_____	_____
5. _____	Name: _____ Address: _____	_____	_____
6. _____	Name: _____ Address: _____	_____	_____
7. _____	Name: _____ Address: _____	_____	_____

(Attach additional sheet(s) if necessary.)

7. **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT MWDBE PARTICIPATION GOALS, FORMS, AND GOOD FAITH EFFORTS**

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

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

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

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

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

- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a



MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

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

p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

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

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



## MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[mclark@lexingtonky.gov](mailto:mclark@lexingtonky.gov)  
859-258-3323

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

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

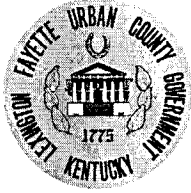
*“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCC construction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

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

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

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lfucg.economicengine.com>)

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



**LFUCG MWDBE PARTICIPATION FORM**  
 Bid/RFP/Quote Reference # 63-2013

The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. COLCO SPANN SOLUTIONS INDIANAPOLIS, IN 317 428 6543	MANHOLE REHAOS	136,000	2.4%
2. SAM PRECAST MEMPHIS, IN 812-246-6258	MANHOLE MATERIAL	23,250	0.4%
3.			
4.			

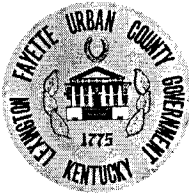
The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and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

Leak Eliminators LLC  
 Company

Richard Rauway  
 Company Representative

May 23, 2013  
 Date

President  
 Title



**MWDBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # 63-2013

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

Company Name <u>LEAK ELIMINATORS</u>	Contact Person <u>TODD DAWALT</u>
Address/Phone/Email <u>604 BIZZELL DRIVE LEXINGTON, KY 40510</u>	Bid Package / Bid Date <u>63-2013 5/23/13</u>

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
<u>STm PRECAST MEMPHIS IN CONCO SPRAY SOLUTIONS</u>	<u>ED MAHONEY</u>	<u>812-246-6258</u>	<u>5/21</u>	<u>MANHOLE MAT'L</u>	<u>EMAIL</u>	<u>23,250</u>	<u>WBE</u>
	<u>JENNIFER HOOP</u>	<u>317-428-6543</u>	<u>5/22</u>	<u>MANHOLE REPAIR</u>	<u>EMAIL</u>	<u>136,000</u>	<u>WBE</u>

(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.

Leak Eliminators LLC  
Company

May 23, 2013  
Date

Richard Lawrence  
Company Representative

President  
Title

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**  
Bid/RFP/Quote # 03-2013

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 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 to participate.
- Included documentation of advertising in the above publications with the bidders good faith efforts package
- Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
- Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

- Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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

Leak Eliminators LLC  
Company

May 23, 2013  
Date

Peter Lawrence  
Company Representative

President  
Title

## Todd Dawalt

---

**From:** Marilyn Clark <mclark@lexingtonky.gov>  
**Sent:** Thursday, May 16, 2013 2:14 PM  
**To:** todd@leakeliminators.com  
**Subject:** RE: Looking for certified MWBDE subcontractors  
**Attachments:** Landscaping 5-2013.xls; MWBE Certified Ashpalt and Paving Vendors 1-2013.xls; MWBE Certified Concrete Construction 5-2013 (2).xls; MWBE Certified Concrete Products and Supplies 2-2013.xls; MWBE Certified Masonry Vendors 4-2013.xls; MWBE Certified Pipes and Fittings 1-2013.xls; MWBE Certified Steel Pipe Vendors 3-2013.xls; MWBE Certified Material Suppliers--Toni Levi and Lestar.pdf; MWBE Certified Transportation 1-2013.xls; MWBE Certified Temporary Labor--4-2013.xls; MWBE Certified Trucking-4-2013.xls

Hi Todd,  
This is what I could find. Don't have anything specifically for manholes.

Marilyn

---

**From:** Todd Dawalt [<mailto:todd@leakeliminators.com>]  
**Sent:** Thursday, May 16, 2013 11:13 AM  
**To:** Marilyn Clark; [ttyra@commercelexington.com](mailto:ttyra@commercelexington.com); [sbrown@tsmsdc.com](mailto:sbrown@tsmsdc.com); [rwaldon@gcul.org](mailto:rwaldon@gcul.org); [yvette.smith@ky.gov](mailto:yvette.smith@ky.gov)  
**Cc:** [todd@leakeliminators.com](mailto:todd@leakeliminators.com)  
**Subject:** Looking for certified MWBDE subcontractors

This is to request contact information for certified DBE/WBE/MBE subcontractors and suppliers who provide the following services or products in Lexington, KY.

Asphalt material  
Precast concrete manholes  
Pipe and fittings  
Crushed stone material  
Trucking  
Concrete material  
Concrete finishing  
Seed/straw/sod materials and installation

We are bidding on the LFUCG 2013 Sanitary Sewer Rehabilitation project that bids on 5/23 and would appreciate any assistance you can provide in connecting us with qualified subcontractors and suppliers. Thank you so much.

Todd Dawalt  
General Manager

**Leak Eliminators**  
(859)388-9422  
[todd@leakeliminators.com](mailto:todd@leakeliminators.com)



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 16 -friendly;  
 easy to learn  
 17 Coil of yam  
 18 Moran of "Happy Days"  
 19 Actress  
 20 Oahu resident  
 22 Fictional books  
 24 Take care of  
 25 Various:  
 assorted  
 26 Rise  
 29 Baseball's Stengel  
 30 Zodiac sign  
 31 Close-fitting  
 33 Wall recesses  
 37 Date tree  
 39 Went public with  
 41 Roller skater's place  
 42 Take illegally  
 44 Staircase part  
 46 Flowering ring  
 47 Saw & hammer  
 49 Diminish  
 51 Lands a hand  
 54 Knighted  
 55 Small piano

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 JW Co. 859-213-9792

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 \$100 Investment  
 859-552-4741

**Sub opportunity D&W/F&E/B&S LFW&C/B&S Q&S**  
 5/23 388-9427

**Janitorial Janitorial CLEANING**  
 Home, Office, Commercial  
 www.jbocorps.com  
 800-860-4190

**BLU GRASS CLEANING**  
 Home, Office, Commercial  
 www.jbocorps.com  
 800-860-4190

**Senior's House Cleaning Ref.**  
 avall. 859-421-2447

**English Bullies Puppies AKC Champion**  
 Ready to go. 8-10 weeks old. \$200.00  
 Males/Females  
 nicomac@comcast.net  
 859-478-1938

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**Home & Business Improvement**  
 LEAKS, RE-ROOF, tear-offs, gutter cleaning, Member of BBB, Fully Ins. & workman comp.  
 859-539-1037

**Home & Business Improvement**  
 LEAKS, RE-ROOF, tear-offs, gutter cleaning, Member of BBB, Fully Ins. & workman comp.  
 859-539-1037

**Home & Business Improvement**  
 LEAKS, RE-ROOF, tear-offs, gutter cleaning, Member of BBB, Fully Ins. & workman comp.  
 859-539-1037

**Mobile Tractor repair & Repair Services LLC**  
 rately - auction only. 859-530-5773

**Junk/Trash/Debris Removal**  
 Big & Light Hauling Appliances, Estab- int./ext., building washing. Free est.

**Bernese Mountain Puppies**  
 Puppies crossed with a standard poodle puppies now readily go to their new homes. These are low to the ground dogs, with black, white or black and white. Bernese Puppies come with a guarantee and are up to date on their deworming. Visit natalarmay.com for more details  
 natalarmay@yahoo.com 840-377-6245

**LAB PUPS, yellow.**  
 AKC, 9 wks. \$275. 606-758-9040.

**Pets**  
**SCHNAUZERS** Min AKC need homes  
 \$250 859-624-4476  
 3004/20912.01

**BBB Accredited**  
 A-rated, Lic./ins. www.fourseasons.com  
 lawncareky.com  
 1st mow half price  
 Call 859-338-9070

**BIG BLUE Tree Service, lot clear - NO mulching**  
 Low rates. Free Est 230-2900

**LAWN Mowing, low rates, dependable**  
 ref. 859-273-0726

**Lawn / Garden/Landscaping/ Trees**  
 A-rated, Lic./ins. www.fourseasons.com  
 lawncareky.com  
 1st mow half price  
 Call 859-338-9070

**BBB Accredited**  
 A-rated, Lic./ins. www.fourseasons.com  
 lawncareky.com  
 1st mow half price  
 Call 859-338-9070

Browse Ads

Announcements

Auctions/Sales

Auto

Business Services

- Business Opportunities (2)
- Child/Elder Care Services (1)
- Cleaning & Janitorial (2)
- Home & Business Improvement (20)
- Instruction & Tutoring (1)
- Junk/Trash/Debris Removal (2)
- Lawn/Garden/Landscaping/Trees (10)
- Real Estate Loans/Lenders (1)
- Transportation/Moving (1)

Employment

Garage Sales

Legals

Merchandise

Pets

Real Estate

Real Estate For Sale

Rentals

## Classifieds

Business Services : Business Opportunities

[Back](#)

### DBE SUBCONTRACTOR OPPORTUNITY

E-Mail a friend Print this ad

SHARE

*Date Listed: May 17*  
*Newspaper ID #0000507319-01*

**Contact:**

Email Advertiser » (859) 388-9422

Opportunity for certified DBE/WBE/MBE's on LFUCG sewer rehab contract. Bids due 5/23



#### Find a job

Enter Keyword

All Categories



#### Find a used car

Make All

Model All

Zip Zip Code

**Search**



#### Find a home

Enter City and state or zip

Any

Min \$

Max \$



#### Find an apartment

All Price Ranges

Any Number

**Get the Deal!**

OPPORTUNITY POSTED ON WWW.MBDA.GOV

Select Language  
 Powered by Google Translate

General Info | Press Room | Business Workspace | HOME | SIGN OUT | BUSINESS DASHBOARD | MY ACCOUNT | CONTACT | MY BUSINESS TOOLS



[Company List](#) | [Add A Company](#) | [Search For Company](#) | [Match Summary](#) | [Logout](#)

**Offer Overview**  
**Leak Eliminators**

The following is a summary of the information you have submitted into the Opportunity Database. If you would like to add or modify any of the information below, please click the "Edit" link corresponding to the section you would like to edit.

Please keep in mind that for your Opportunity to be complete and active, you must complete the Contact Information, Offer Information (with today's date falling between the open and close dates), Bond Information, Location Information, as well as supply at least one SIC or NAICS code.

<b>OPPORTUNITY STATUS</b>	
Current Status:	Active
Last Modified Date:	May 16, 2013
Last Modified By:	Todd Dawalt
<b>SPECIAL INITIATIVE PROGRAMS</b>	
Is this opportunity related to Special Initiative Programs?	
<b>OPPORTUNITY INFORMATION</b>	
First Name:	Todd
Last Name:	Dawalt
Telephone:	859-388-9422
Email Address:	todd@leakeliminators.com
Date Open:	May 09, 2013
Date Closed:	May 23, 2013
Opportunity Title:	FUCG Sewer Rehab
Solicitation ID:	2013-1
Contract Value Amount:	\$0
Estimated Contract Duration:	9 Months - 1 Year
Opportunity Type:	Local Government
Offer Description:	Opportunities for certified DBE subcontractors on a sewer rehabilitation project in Lexington, KY
Keywords:	rehab
Bond Request:	Yes
Bond Amount:	\$100,000
<b>INDUSTRY CODES</b>	
NAICS:	23491 - Water, Sewer, and Pipeline Construction
<b>LOCATION INFORMATION</b>	
Lexington, Kentucky USA	
Return to Company Details	

Thank you for participating in the Minority Business Development Agency's Opportunity program.

GENERAL INFO  
 About MBDA  
 Business Blog  
 Contact  
 Site Map & Glossary  
 Employee Intranet  
 MBDA Web Mail

PRESS ROOM  
 Press Releases  
 Speeches/Remarks  
 Research Library  
 U.S. Business Fact Sheets  
 Publications  
 Newsletters

BUSINESS WORKSPACE  
 Post Opportunities  
 View Your Opportunities  
 Business News  
 MBDA PartnerNet

U.S. Department of Commerce [+] FEEDBACK  
 Privacy Policy  
 FOIA Reading Room  
 Web Policies  
 USA.gov  
 GobiernoUSA.gov  
 USA Jobs

U.S. Department of Commerce, 1401 Constitution Avenue, N.W. Washington, DC 20230 Telephone#: 202-482-0101  
 The Minority Business Development Agency (MBDA)

## Todd Dawalt

---

**From:** Fax <fax@leakeliminators.com>  
**Sent:** Wednesday, May 22, 2013 6:20 PM  
**To:** 'Todd Dawalt'  
**Subject:** FW: bid proposal

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**From:** Fax [<mailto:fax@leakeliminators.com>]

**Sent:** Tuesday, May 21, 2013 10:33 AM

**To:** 'bisonservice@yahoo.com'; 'cust\_serv\_lex@bwrogers.com'; 'al@bpcnola.com'; 'tl@tonilevya.com'; 'rschock@tritonservicesinc.com'; 'adeinc1@aol.com'; 'jennylyons@mechanicaljobbers.com'; 'kjones@minnifield.net'; 'swalker@sevenseasconstruction.net'; 'aziz@testechinc.com'; 'mmathews@diz.com'; 'sbloomin@aol.com'; 'asickles@classickle.com'; 'holmes@ehiconsultants.org'; 'jodi@environsinc.com'; 'mbender@insightbb.com'; 'ckoenig@landstoryla.com'; 'fermessier@messainc.com'; 'mikeosbournlawncare@yahoo.com'; 'twithington@moodynolan.com'; 'ryan@rlr.biz'; 'esmith5136@sbcglobal.net'; 'mforee@thirdrockconsultants.com'; 'thoroughbredag@yahoo.com'; 'jamie.jackson@uslawns.net'; 'andrea.bausch@vla.net'; 'Vivian.Llambi@vla.net'

**Subject:** bid proposal

*Leak Eliminators is soliciting subcontractor proposals from certified MBE/DBE/WBE firms for the LFUCG Sanitary Sewer System Rehabilitation Bid No. 63-2013 contract, which bids on May 23, 2013 at 2:00pm.*

*The bid documents are available at <https://lfucg.economicengine.com>*

*Please send proposals to [fax@leakeliminators.com](mailto:fax@leakeliminators.com).*

*Thank you,  
Patricia Lea Spiess  
Leak Eliminators, LLC  
859.388.9422*

WBE



To: Todd Dawalt-Leak Eliminators

Email: jhoop@concospray.com

From: Jennifer Hoop

Date: 5/22/13

Re: Lexington Annual Bid

**Conco Spray Solutions is a certified WBE**

Conco Spray Solutions will supply a Sprayroq Spraywall Lining of 250 mils to 4' diameter manholes. Surface will be power washed, cleaned, voids or bugholes mortared, and dried before spraying. Bench & inverts will be lined as a full monolithic lining. Confined space entry and certified Sprayroq sprayers will be provided. Mobilization is included with the assumption of 100 vertical feet given each trip.  
*Manhole Lining Price = \$340 vertical foot*

Contractor needs to provide access to water, traffic control & bypass when necessary.

Extras/Change Order Items:

- Rebuilding Benches—billed at a 25,50, 75 & 100% -- Full bench rebuild for 4' diameter = \$500
- Infiltration Elimination with Chemical Grout—time & material
- ASTM calculated thickness increases due to water table & infiltration to be billed at extra Spraywall material & labor time to spray.
- Larger Diameter Manholes

**Terms:**

Thirty (30) Days Net—**No** Retainage Withheld, Performance or Payment Bond Provided

No bypass pumping, vac truck services or water are included in quote

No Traffic Control Included

Quote is valid for 45 days after bid date

Sales Tax is not included and will be charge without a Tax Exempt Certificate

WBE

Plant:  
16700 Sima Gray Road  
Henryville, IN 47126



Mailing:  
7515 Old Hwy 111  
Memphis, IN 47143

**Manholes - Storm Products - Grease Traps - Septic Tanks  
"NPCA" CERTIFIED PLANT**

Phone: (812) 246-6258 • Fax: (812) 294-4862  
Email: emayfield@smprecast.com

**QUOTE**

**PROJECT #:** 45020513 **DATE:** 5/21/2013  
**PROJECT NAME:** LFUCG 5-23  
**PROJECT LOCATION:** Lexington, Ky **BID DATE:** 5/23/2013  
**CONTRACTOR:** All Bidders  
**ENGINEER:** *Quote Vaild for 60 Days*

**WE PROPOSE TO SUPPLY THE FOLLOWING PRECAST ITEMS FOR THE PROJECT LISTED ABOVE:**

ITEM	QTY	DESCRIPTION	PRICE	TOTAL
B-49	10	Shallow Manhole, 4' Diameter (depth< 4'ft)	\$800.00	\$8,000.00
B-50	10	Standard Manhole, 4' Diameter (depth 4.1 to 6'ft)	\$900.00	\$9,000.00
B-51	5	Standard Manhole, 5' Diameter (depth to 6'ft)	\$1,250.00	\$6,250.00

Sanitary Manholes  
 Includes, base w/ factory invert, PSX pipe seals, Tylox joint gasket,  
 Joint Sealant, 6" wide Mastic Wrap  
 Drop Lugs or Xypex Not Included  
**CUSTOMER TO PICK UP AT OUR YARD**  
 This Quote is based upon an Average if Quantities vary from Quote  
 Pricing may vary  
 Any revisions of plans or design may affect pricing and delivery.  
 Note: Sales Tax Not Included, an exempt certificate will be required  
 if certificate is not supplied Sales Tax will be added

**QUOTE TOTAL: \$23,250.00**

**INCLUDED IN THIS QUOTE:**

Delivery (All items FOB job site; 1 hour unload time included; Any extra time \$150 per hour)  
 Special or partial loads will be subject to additional charges  
 Mastic

**NOT INCLUDED IN THIS QUOTE:**

Sales Tax, Casting, Extended Bases, Sumps, Admixtures, Coatings of Any Kind, Drop Lugs,  
 Vacuum testing of manholes, trowelable pipe mastic, external joint wrap  
 Invert or Pipe Seals in Storm Structures, Stamped Engineered Drawings

**THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS PROJECT.**

If you have any questions regarding this quote, please contact Ed Mayfield at (812) 246-6258.

**IMPORTANT:** *This proposal is based on standard terms and conditions. Items and quantities are the basis of this quotation and we are not responsible for any discrepancies between this list and actual items and quantities.*

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

Title / Position: \_\_\_\_\_

8. **AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION, NON-CONFLICT OF INTEREST**

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

1. That I am the Bidder (if the Bidder is an individual), a partner of the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached bid has been arrived at by the Bidder independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action, with any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished, with the bid or bids, and will not be communicated to any such person, prior to the official opening of the bid or bids;
4. That the Bidder is legally entitled to enter into the contracts with the Lexington-Fayette Urban County Government, and is not in violation of any prohibited conflict of interest;
5. (Applicable to corporation only) That as a foreign corporation, we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State \_\_\_\_\_ or, that as a domestic corporation, we are in good standing with the Secretary of State, Commonwealth of Kentucky . Check the statement applicable.
6. This offer is for 60 calendar days from the date this bid is opened. In submitting the above, it is expressly agreed that, upon proper acceptance by the Lexington-Fayette Urban County Government of any or all items bid above, a contract shall thereby be created with respect to the items accepted.
7. That I have fully informed myself regarding the accuracy of the statements made in this statement.
8. That I certify that Subcontractors have not and will not be awarded to any firm(s) that have been debarred from noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

9. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: Richard Lawrence

POSITION/TITLE: President

STATEMENT OF EXPERIENCE: 15yrs of running Leak Eliminators.

He has handled the day to day running of the business.

NAME OF INDIVIDUAL: Todd Dawalt

POSITION/TITLE: General Manager

STATEMENT OF EXPERIENCE: Todd oversees many aspects of Leak

Eliminators, such as Job Bids, HR, Project Productivity. He has worked for Leak

for 3yrs. He was Senior Project Manager at Stratford Co. out of Cincinnati, OH

and a Senior Project Manager at Jones Lang LaSalle in Cincinnati prior.

NAME OF INDIVIDUAL: Bruce Whitaker

POSITION/TITLE: Project Supervisor

STATEMENT OF EXPERIENCE: Bruce handles the daily overseeing

of the Project. He has been a valuable employee for 9 years, working

primarily on the LFUCG I: I project as an operator, then Foreman, and

Now Project Supervisor



NAME OF INDIVIDUAL: Bert Lace

POSITION/TITLE: Project Manager

STATEMENT OF EXPERIENCE: Bert has had years of experience in Construction's management. He was director of Pedamore Camp in Bagdad, ky. for 7yrs.

NAME OF INDIVIDUAL: John Courtney

POSITION/TITLE: Foreman of Lining Crew

STATEMENT OF EXPERIENCE: John has been a valuable employee with Leak Eliminators. He leads the crew that specializes in the lining aspect of Sewer Rehab. ~~idea~~

NAME OF INDIVIDUAL: David King

POSITION/TITLE: Foreman of CCTV Crew

STATEMENT OF EXPERIENCE: David is PACP Certified. Since Beginning with Leak Eliminators, he has gained experience as a camera operator and now leads the crew.

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

**10. EQUAL OPPORTUNITY AGREEMENT**

The Law

- \* Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- \* Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and subcontractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- \* Section 503 of the Rehabilitation Act of 1973 States:  
*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.*
- \* Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal Contracts.
- \* Section 206 (A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:  
*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

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

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

Bidders

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

Richard P. ...  
Signature

Leak Eliminators LLC  
Name of Business

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

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

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

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

The Act further provides:

#### KRS 45.610. Hiring minorities – Information required

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

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

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS*

*45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

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

It is the policy of Leak Eliminators, LLC

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

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

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

**12. WORKFORCE ANALYSIS FORM**

Name of Organization: Leak Eliminators

Date: 5 / 17 / 2013

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators	2	1	1					1	1
Professionals	2	2						2	
Superintendents								0	
Supervisors	5	5						5	
Foremen	4	4						4	
Technicians	3	3						3	
Protective Service									
Para-Professionals									
Office/Clerical	2		2						2
Skilled Craft	16	14		1		1		16	
Service/Maintenance	5	5						5	
Total:	39	34	3	1		1		36	3

Prepared By: Heather Baggett

**13. EVIDENCE OF INSURABILITY**

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

Names Insured: LEAK ELIMINATORS, LLC Employee ID: 61-1338900  
 Address: 604 BIZZELL DRIVE LEXINGTON, KY 40510 Phone: 859-388-9422  
 Project to be insured: SANITARY SEWER REHABILITATION 63-2013

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

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's	
					Code	Rating
SC-3, Section 2, Part 4.1 – see provisions	CGL	\$1,000,000 per occ. And \$2,000,000 aggregate plus XCU coverage, Pollution liability and Product Liability at limit listed above.	\$1,000,000 occ. \$2,000,000 Agg	EMC ON CGL American Safety ON Pollution	2161 86147	A, XII A II
SC-3, Section 2, Part 4.1 – see provisions	AUTO	\$2,000,000/per occ.	\$6,000,000	EMC	2161	A, XII
SC-3, Section 2, Part 4.1 – see provisions	WC	Statutory w /endorsement as noted Employers Liability of \$500,000.	\$4,000,000	AGC		SF

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

CARROLL'S STONE Insurance Services  
 Agency or Brokerage  
4384 Clearwater Way Ste 200  
 Street Address  
Lexington KY 40515  
 City State Zip  
(859) 269-1044  
 Telephone Number

Scott Cole  
 Name of Authorized Representative  
PRODUCER  
 Title  
Scott Cole  
 Authorized Signature  
5/12/13  
 Date

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

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

**14. DEBARRED FIRMS**

**PROJECT NAME:** Sanitary Sewer System Rehab.

**BID NUMBER:** 63-2013

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

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

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

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

Leak Eliminators, LLC  
Name of Firm Submitting Bid

Rick Lawrence  
Signature of Authorized Official

President  
Title

5/23/13  
Date



## 15. DEBARMENT CERTIFICATION

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

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

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

Firm Name: Leak Eliminators LLC

Project: Sanitary Sewer System Rehabilitation

Printed Name and Title of Authorized Representative: Richard Lawrence  
- President

Signature: Richard Lawrence

Date: May 23, 2013

END OF SECTION

---

State of Kentucky

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# **Leak Eliminators**

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**Affirmative Action Plan**

604 Bizzell Drive  
Lexington, KY 40510

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**Leak Eliminators  
Affirmative Action Plan**

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## Statement of Commitment

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The Leak Eliminators is committed to Kentucky's statewide affirmative action efforts and equal employment opportunity policies. I affirm my personal and official support of these policies which provide that:

- Discrimination against employees, applicants, or eligibles on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local human rights commission, disability, sexual orientation, or age will not be tolerated;
- The Leak Eliminators is committed to the implementation of the affirmative action policies, programs, and procedures included in this plan;
- The Leak Eliminators will continue to actively promote a program of affirmative action, wherever minorities, women, and persons with disabilities are underrepresented in the workforce;
- The Leak Eliminators is committed to the retention all qualified, talented employees, including protected group employees.

Todd Dawalt will act as the Leak Eliminators' Affirmative Action Officer designee and ADA Coordinator designee. He is responsible for monitoring the day-to-day activities of the program.

Anyone interested in reviewing the Leak Eliminators' affirmative action plan or who has concerns about affirmative action or equal opportunity issues, may request a copy of the plan from Todd Dawalt.

It is the policy of the Leak Eliminators to provide an employment environment free of any form of discriminatory harassment as prohibited by federal, state, and local human rights laws. I strongly encourage suggestions as to how we may improve the Leak Eliminators. We strive to provide equal employment opportunities and the best possible service to the citizens of Kentucky.

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## **Harassment/Discrimination Policy**

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### **Statement of Policy**

It is the policy of the Leak Eliminators to prohibit harassment of its employees based on race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local human rights Leak Eliminators, disability, sexual orientation, or age. This prohibition with respect to harassment includes both overt acts of harassment and those acts that create a negative work environment. Any employee subjected to such harassment should file a complaint internally with the Leak Eliminators' Affirmative Action Officer designee. If the employee chooses, s/he may file a complaint externally with the Kentucky Department of Human Rights, the Equal Employment Opportunity Commission, or through other legal channels. These agencies have time limits for filing complaints, so individuals should contact the agencies for more information. In extenuating circumstances, the employee should contact the Office of Diversity and Equal Opportunity at the Kentucky Department of Employee Relations for information regarding the filing of a complaint. Any unintentional or deliberate violation of this policy by an employee will be cause for appropriate disciplinary action.

Each employee is responsible for the application of this policy. This includes initiating and supporting programs and practices designed to develop understanding, acceptance, commitment, and compliance within the framework of this policy. All employees must be informed that harassment is unacceptable behavior. The Affirmative Action Officer designee will be expected to keep the Leak Eliminators and its employees apprised of any changes in the law or its interpretation regarding this form of discrimination. The Affirmative Action Officer designee is also responsible for:

1. Notifying all employees, and orienting each new employee who is hired, of this policy; and
2. Informing all employees of the complaint procedure and ensuring that all complaints will be investigated promptly and carefully.

### **Definitions**

Discriminatory harassment is any behavior based on protected class status which is not welcome, which is personally offensive, which, therefore, may effect morale and interfere with the employee's ability to perform. For example, harassment based on national origin has been defined by the U.S. Equal Employment Opportunity Commission as "Ethnic slurs and other verbal or physical conduct relating to an individual's national origin."

Sexual harassment has also been specifically defined by the Kentucky Human Rights Act, which states in regard to employment, that:

“Sexual harassment” includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or other verbal or physical conduct or communication of a sexual nature when: (1) submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment; (2) submission to or rejection of that conduct or communication by an individual is used as a factor in decision affecting that individual's employment; or (3) that conduct or communication has the purpose or effect of substantially interfering with an individual's employment, and in the case of employment, the employer knows or should know of the existence of the harassment and fails to take timely and appropriate action.

It is possible for discriminatory harassment to occur: 1) among peers or coworkers, 2) between managers and subordinates, or 3) between employees and members of the public. Employees who experience discriminatory harassment should bring the matter to the attention of the Leak Eliminators' Affirmative Action Officer designee. In fulfilling our obligation to maintain a positive and productive work environment, the Affirmative Action Officer designee and all employees are expected to address or report any suspected harassment or retaliation.

Varying degrees of discriminatory harassment violations can occur and require varying levels of progressive discipline. Individuals who instigate harassment are subject to serious disciplinary actions up to and including suspension, demotion, transfer, or termination. Additionally, inappropriate behaviors that do not rise to the level of discriminatory harassment, but are none the less disruptive, should be corrected early and firmly in the interests of maintaining a barrier-free work place. Individuals who participate in inappropriate behaviors at work are also subject to disciplinary actions.

## **Procedure**

Any employee, applicant, or eligible of the Leak Eliminators who believes that she/he has experienced discrimination or harassment based on his/her race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local human rights commission, disability, sexual orientation, or age may file a complaint of discrimination.

Complaints of discrimination or harassment can be filed using the internal discrimination complaint procedure included in our Leak Eliminators' affirmative action plan.

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## **Internal Harassment/Discrimination Complaint Procedure**

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The Leak Eliminators has established the following discrimination complaint procedure to be used by all employees, applicants, or eligibles. Coercion, reprisal, or intimidation against anyone filing a complaint or serving as a witness under this procedure is prohibited.

### **Responsibility of Employees**

All employees shall respond promptly to any and all requests by the Affirmative Action Officer designee for information and for access to data and records for the purpose of enabling the Affirmative Action Officer designee to carry out responsibilities under this complaint procedure.

### **Who May File**

Any employee, applicant, or eligible of the Leak Eliminators who believes that s/he has been discriminated against by reason of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local human rights commission, disability, sexual orientation, or age may file a complaint. Employees who are terminated are encouraged to file their internal complaint prior to their actual separation, however, complaints will be taken for a reasonable period of time subsequent to the actual separation date.

### **The Complaint Procedure**

The internal complaint procedure provides a method for resolving complaints involving violations of the Leak Eliminators' nondiscrimination policy within the agency. Employees, applicants, and eligibles are encouraged to use this internal complaint process. Retaliation against a person who has filed a complaint either internally or through an outside enforcement agency or other legal channels is prohibited. The Affirmative Action Officer designee may contact the Office of Diversity and Equal Opportunity if s/he wants information about filing a complaint.

### **Filing Procedures**

1. The employee, applicant, or eligible completes the "Complaint of Discrimination Form" provided by the Affirmative Action Officer designee. Employees are encouraged to file a complaint within a reasonable period of time after the individual becomes aware that a situation(s) may involve discriminatory harassment. The Affirmative Action Officer designee will, if requested, provide assistance in filling out the form.

2. The Affirmative Action Officer designee determines if the complaint falls under the purview of Equal Employment Opportunity law, i.e., the complainant is alleging discrimination or harassment on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local human rights commission, disability, sexual orientation, or age; or if the complaint is of a general personnel concern. The Affirmative Action Officer designee shall also discuss other options for resolution, such as the Workplace Mediation Pilot Project.
  - A. If it is determined that the complaint is not related to discrimination but rather to general personnel concerns, the Affirmative Action Officer designee will inform the complainant, in writing, within ten (10) working days.
  - B. If the complaint is related to discrimination, the Affirmative Action Officer designee will, within 10 working days, contact all parties named as respondents and outline the basic facts of the complaint. The respondents will be asked to provide a response to the allegations within a specific period of time.
3. The Affirmative Action Officer designee shall then investigate the complaint. At the conclusion of the investigation, the Affirmative Action Officer designee shall notify the complainants and respondents that s/he has completed the investigation. The Affirmative Action Officer designee shall then review the findings of the investigation.
  - A. If there is sufficient evidence to substantiate the complaint, appropriate action will be taken.
  - B. If insufficient evidence exists to support the complaint, a letter will be sent to the complainants and the respondents dismissing the complaint.
4. A written answer will be provided to the parties within sixty (60) days after the complaints is filed. The complainants will be notified should extenuating circumstances prevent completion of the investigation within sixty (60) days.
5. Dispensation of the complaint will be filed with the Commissioner of the Department of Employee Relations within thirty (30) days of final determination.
6. All documentation associated with a complaint shall be considered investigative data under the Kentucky Government Data Practices Act. The status of the complaint will be shared with the complainants and respondents. After an investigation is completed and all appeals are exhausted, all documentation is subject to the provisions of the Kentucky Government Data Practices Act.
7. All data collected may at some point become evidence in civil or criminal legal proceedings pursuant to state or federal statutes. An investigation may include, but is not limited to, the following types of data:



- A. Interviews or written interrogatories with all parties involved in the complaint, e.g., complainants, respondents, and their respective witnesses; officials having pertinent records or files, etc.
  - B. All records pertaining to the case i.e., written, recorded, filmed, or in any other form.
8. The Affirmative Action Officer designee shall maintain records of all complaints and any pertinent information or data for three (1) year after the case is closed.

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## **Reasonable Accommodation Policy**

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### **Policy**

Leak Eliminators is committed to the fair and equal employment of people with disabilities. Reasonable accommodation is the key to this non-discrimination policy. While many individuals with disabilities can work without accommodation, other qualified applicants and employees face barriers to employment without the accommodation process. It is the policy of the Leak Eliminators to reasonably accommodate qualified individuals with disabilities unless the accommodation would impose an undue hardship. In accordance with the Kentucky Human Rights Act and the Americans with Disabilities Act, accommodations will be provided to qualified individuals with disabilities when such accommodations are directly related to performing the essential functions of a job, competing for a job, or to enjoy equal benefits and privileges of employment. This policy applies to all applicants, employees, and employees seeking promotional opportunities.

### **Definitions**

#### **Disability:**

For purposes of determining eligibility for a reasonable accommodation, a person with a disability is one who has a physical or mental impairment that materially or substantially limits one or more major life activities.

#### **Reasonable Accommodation:**

A reasonable accommodation is a modification or adjustment to a job, an employment practice, or the work environment that makes it possible for a qualified individual with a disability to enjoy an equal employment opportunity.

Examples of accommodations may include acquiring or modifying equipment or devices; modifying training materials; making facilities readily accessible; modifying work schedules; and reassignment to a vacant position.

Reasonable accommodation applies to three aspects of employment:

- a. To assure equal opportunity in the employment process;
- b. To enable a qualified individual with a disability to perform the essential functions of a job; and
- c. To enable an employee with a disability to enjoy equal benefits and privileges of employment.

## **Procedure - Current Employees and Employees Seeking Promotion**

1. Leak Eliminators will inform all employees that this accommodation policy can be made available in accessible formats.
2. The employee shall inform their supervisor or the ADA Coordinator designee of the need for an accommodation.
3. The ADA Coordinator designee may request documentation of the individual's functional limitations to support the request. Any medical documentation must be collected and maintained on separate forms and in separate, locked files. No one will be told or have access to medical information unless the disability might require emergency treatment.
4. When a qualified individual with a disability has requested an accommodation, the employer shall, in consultation with the individual:
  - a. Discuss the purpose and essential functions of the particular job involved. Completion of a step-by-step job analysis may be necessary.
  - b. Determine the precise job-related limitation.
  - c. Identify the potential accommodations and assess the effectiveness each would have in allowing the individual to perform the essential functions of the job.
  - d. Select and implement the accommodation that is the most appropriate for both the individual and the employer. While an individual's preference will be given consideration, the Leak Eliminators is free to choose among equally effective accommodations and may choose the one that is less expensive or easier to provide.
5. The ADA Coordinator designee will work with the employee to obtain technical assistance, as needed.
6. The ADA Coordinator will provide a decision to the employee within a reasonable amount of time.
7. If an accommodation cannot overcome the existing barriers or if the accommodation would cause an undue hardship on the operation of the business, the employee and the ADA Coordinator designee shall work together to determine whether reassignment may be an appropriate accommodation.

## **Procedure-job Applicants**

1. The job applicant shall inform the ADA Coordinator designee of the need for an accommodation. The ADA Coordinator designee will discuss the needed accommodation and possible alternatives with the applicant.
2. The ADA Coordinator designee will make a decision regarding the request for accommodation and, if approved, take the necessary steps to see that the accommodation is provided.

## **Policy for Funding Accommodations**

Funding must be approved by the Leak Eliminators for accommodations that do not cause an undue hardship (M.S. 43A.191(c)).

## **Definition**

**Undue Hardship:** An undue hardship is an action that is unduly costly, extensive, substantial, or disruptive, or that would fundamentally alter the nature or operation of the Leak Eliminators.

## **Procedure for Determining Undue Hardship**

1. The employee will meet with the ADA Coordinator designee to discuss the requested accommodation.
2. The ADA Coordinator designee will review undue hardships by considering:
  - a. The nature and cost of the accommodation in relation to the size, the financial resources, and the nature and structure of the operation; and
  - b. The impact of the accommodation on the nature or operation of the Leak Eliminators.
3. The ADA Coordinator designee will provide a decision to the employee.

## **Appeals**

Employees or applicants who are dissatisfied with the decisions pertaining to his/her accommodation request may file an appeal with the agency head, within a reasonable period of time, for a final decision.

If the individual believes the decision is based on discriminatory reasons, then they may file a complaint internally through the agency's complaint procedure as outlined in this plan.

## **Supported Work**

Leak Eliminators will review vacant positions and assess the current workload and needs of the office, to determine if Job tasks might be performed by a supported employment worker(s). If appropriate, a list of supported worker candidates will be requested from DOER. The Leak Eliminators will work with the State ADA/Disability Coordinator to recruit and hire individuals for supported employment if such a position is created.

**Leak Eliminators  
604 Bizzell Drive  
Lexington, KY 40510  
859.388.9422**

**COMPLAINT OF HARASSMENT/DISCRIMINATION**

**Please Read Before Completion of Form**

Any complaint of harassment/discrimination is considered confidential data under Kentucky Statute. This information is being collected for the purpose of determining whether harassment/discrimination has occurred. You are not legally required to provide this information, but without it, an investigation cannot be conducted. This information may only be released to the Affirmative Action Officer designee, the complainant, the respondent, and appropriate personnel.

Complainant (You)		
Name	Job Title	
Work Address	City, State, Zip Code	Telephone (    )
Agency	Division	Manager
Respondent (Person Who Harassed/Discriminated Against You)		
Name	Job Title	
Work Address	City, State, Zip Code	Telephone (    )
Agency	Division	Manager

The Complaint	
Basis of Complaint ("X" all that apply): <input type="checkbox"/> Race <input type="checkbox"/> Color <input type="checkbox"/> Disability <input type="checkbox"/> Sexual Orientation  <input type="checkbox"/> Sex <input type="checkbox"/> Creed <input type="checkbox"/> Marital Status <input type="checkbox"/> Status with Regard to Public Assistance  <input type="checkbox"/> Age <input type="checkbox"/> Religion <input type="checkbox"/> National Origin <input type="checkbox"/> Membership or Activity in a Local Human Rights Commission	
Date most recent act of harassment/discrimination took place:	If you filed this complaint with another agency, give the name of that agency:

Describe how you believe that you have been harassed/discriminated against (names, dates, places, etc.). Use a separate sheet of paper if needed and attach to this form.

Information on Witnesses Who Can Support Your Case		
Name	Work Address	Work Telephone
1.		( )
2.		( )
3.		( )

Additional witnesses may be listed in "Additional Information" or on a separate sheet attached to this form.

This complaint is being filed on my honest belief that the State of Kentucky has harassed/discriminated against me. I hereby certify that the information I have provided in this complaint is true, correct and complete to the best of my knowledge and belief.

Complainant Signature	Date
-----------------------	------

Affirmative Action Officer Signature	Date
--------------------------------------	------

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Leak Eliminators, LLC  
604 Bizzell Drive  
Lexington, KY 40510

### SURETY:

(Name, legal status and principal place of business)

United Fire & Casualty Company  
P. O. Box 73909  
Cedar Rapids, IA 52407-3909

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

### OWNER:

(Name, legal status and address)

Lexington Fayette Urban County Government  
200 E. Main Street  
Lexington, KY 40507

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

**BOND AMOUNT:** \$ 5%

Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

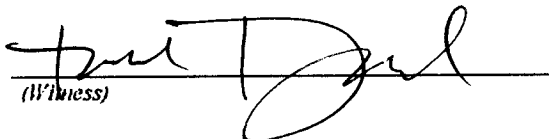
Bid No. 63-2013, Sanitary Sewer System Rehabilitation

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 23rd day of May, 2013

  
(Witness)

Leak Eliminators, LLC

(Principal)

(Seal)

By: 

(Title)

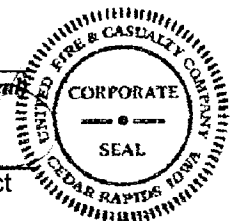
United Fire & Casualty Company

(Surety)

(Seal)

By: 

(Title) Deborah L. Burton Attorney-in-Fact





**UNITED FIRE & CASUALTY COMPANY**  
**HOME OFFICE - CEDAR RAPIDS, IOWA**  
**CERTIFIED COPY OF POWER OF ATTORNEY**  
(Original on file at Home Office of Company - See Certification)

**KNOW ALL MEN BY THESE PRESENTS**, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint Deborah L. Burton its true and lawful Attorney-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows:

Surety Bond Number: Bid Bond  
Principal: Leak Eliminators, LLC  
Obligee: Lexington Fayette Urban County Government

and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on May 16, 2012.

**"Article VI - Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

**IN WITNESS WHEREOF**, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this April 18, 2013.

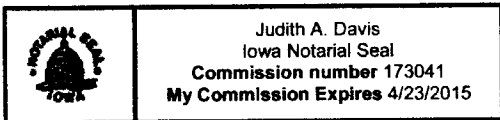


UNITED FIRE & CASUALTY COMPANY

By *Dennis J. Richman*  
Vice President

State of Iowa, County of Linn, ss:

On April 18, 2013, before me personally came Dennis J. Richman to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



*Judith A. Davis*  
Notary Public  
My commission expires: 4-23-15

**CERTIFICATION**

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 23rd day of May 2013.



*David A. Jones*  
Secretary



# CERTIFICATE OF LIABILITY INSURANCE

LEAK-16

OP ID: MF

DATE (MM/DD/YYYY)

05/24/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Carroll & Stone Insurance Services 4384 Clearwater Way, Suite 200 Lexington, KY 40515 Scott Cole	859-269-1044 859-276-0266	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>E-MAIL ADDRESS:</b> _____ <b>FAX (A/C, No):</b> _____														
	<b>INSURED</b> Leak Eliminators, LLC 604 Bizzell Dr. Lexington, KY 40510	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : EMC Insurance Companies</td> <td>21415</td> </tr> <tr> <td>INSURER B : Kentucky A.G.C.</td> <td></td> </tr> <tr> <td>INSURER C : American Safety Indeminty</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : EMC Insurance Companies	21415	INSURER B : Kentucky A.G.C.		INSURER C : American Safety Indeminty		INSURER D :		INSURER E :		INSURER F :
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INSURER E :																
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**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

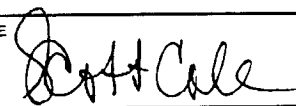
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		4D79518	08/03/12	08/03/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X		4E79518	08/03/12	08/03/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			4J79518	08/03/12	08/03/13	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7722	01/01/13	12/31/13	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 4,000,000 E L DISEASE - EA EMPLOYEE \$ 4,000,000 E L DISEASE - POLICY LIMIT \$ 4,000,000
C	<b>POLLUTION LIABILITY</b>			CPL 034355	05/17/13	05/17/14	2,000,000 AGGREGATE 1,000,000 OCCURRENCE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: BID NUMBER 63-2013, SANITARY SEWER SYSTEM REHABILITATION. LFUCG IS ADDITIONAL INSURED RE GENERAL LIABILITY AND AUTO LIABILITY. GENERAL LIABILITY IS PRIMARY TO ANY INSURANCE OR SELF INSURANCE RETAINED BY LFUCG. 30 DAY NOTICE OF CANCELLATION APPLIES.

**CERTIFICATE HOLDER****CANCELLATION**

<b>LFUCG</b> 200 East Main St. Lexington, KY 40507	LFUCG/E  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Scott Cole 
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