

05/17/2012

Resolution

249-2012

RESOLUTION NO. 249 - 2012

A RESOLUTION ACCEPTING THE BID OF LEAK ELIMINATORS, LLC, IN THE AMOUNT OF \$908,781.65, FOR THE 2012 SANITARY SEWER CLEANING PROGRAM, FOR THE DIVISION OF WATER QUALITY, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH LEAK ELIMINATORS, LLC, RELATED TO THE BID.

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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, in the amount of \$908,781.65, for the 2012 Sanitary Sewer Cleaning Program, 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, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the agreement with Leak Eliminators, LLC, which is attached hereto and incorporated herein by reference, related to the bid.

Section 2 - That an amount, not to exceed the sum of \$908,781.65, be and hereby is approved for payment to Leak Eliminators, LLC, from account #4003-303401-71233, pursuant to the terms of the bid and the agreement.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: May 17, 2012

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: 0456-12**

**File ID:** 0456-12

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract Number:**

**In Control:** Urban County Council

**Division:** Central Purchasing

**Cost:**

**File Created:** 04/24/2012

**File Name:** Recommendation for Bid #27-2012 - 2012 Sanitary Sewer Cleaning Program

**Final Action:** 05/17/2012

**Title:** A Resolution accepting the bid of Leak Eliminators, LLC, in the amount of \$908,781.65, for the 2012 Sanitary Sewer Cleaning Program, for the Div. of Water Quality, and authorizing the Mayor, on behalf of the Urban County Government, to execute an agreement with Leak Eliminators, LLC, related to the bid. (8 Bids, Low) [Martin]

### Notes:

### Code Sections:

**Agenda Date:** 05/17/2012

### Indexes:

**Agenda Number:** 3.

### Sponsors:

**Enactment Date:** 05/17/2012

**Attachments:** Leak Eliminators LLC.pdf, Insurance certificate from Leak Eliminators.pdf, Contract Agreement.pdf, 00344120.DOC

**Enactment Number:** R-249-2012

### Contact:

**Hearing Date:**

**Drafter:** Betty Landrum

**Effective Date:**

### Approval History

Version	Date	Approver	Action
1	04/24/2012	Todd Slatin	Approve
1	04/24/2012	Jessica Williams	Delegate
1	04/24/2012	Elizabeth McGee	Delegate
1	04/24/2012	Elizabeth McGee	Approve
1	04/24/2012	Richard Moloney	Approve
1	04/25/2012	Dave Barberie	Approve

### History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council	05/10/2012					
1	Urban County Council	05/10/2012	Received First Reading	Urban County Council	05/17/2012		
	<b>Action Text:</b> Received First Reading to the Urban County Council due back on 5/17/2012						
1	Urban County Council	05/17/2012					
1	Urban County Council	05/17/2012	Passed				Pass
	<b>Action Text:</b> A motion was made by Council Member Blues, seconded by Council Member Beard, that this Resolution be Passed. The motion Passed by the following vote:						
	Aye: 15 Council Member Julian Beard, Council Member Tom Blues, Council Member Bill Farmer Jr., Council Member K.C. Crosbie, Council Member Chuck Ellinger, Council Member Diane Lawless, Council Member Doug Martin, Council Member Ed Lane, Council Member George Myers, Council Member Jay McChord, Council Member Steve Kay, Council Member Kevin Stinnett, Council Member Peggy Henson, Council Member Linda Gorton, and Council Member Chris Ford						
	Nay: 0						

**Text of Legislative File 0456-12**

**Title**

A Resolution accepting the bid of Leak Eliminators, LLC, in the amount of \$908,781.65, for the 2012 Sanitary Sewer Cleaning Program, for the Div. of Water Quality, and authorizing the Mayor, on behalf of the Urban County Government, to execute an agreement with Leak Eliminators, LLC, related to the bid. (8 Bids, Low) [Martin]

**Summary**

[Enter Summary Here]

**Lexington Fayette Urban County Government  
Bid Recommendation**

**Division of Central Purchasing**

**Bid Title:** 2012 Sanitary Sewer Cleaning Program

**Bid Number:** 27-2012 **Buyer:** BLandrum

**Advertising Date:** 3/6/12 & 4/3/12 **Opening Date:** 4/9/12

**Number of Bid Submitted:** 8 **Recommended Bid Amount:** \$908,781.65

**XX Fixed Bid Price Contract Unit Price Bid XX Contract Included**

**Division Requesting/Recommending:** Water Quality

Recommended Vendor	Address	Amount
1. Leak Eliminators LLC	Lexington, KY	\$908,781,65
2.		
3.		

XX Low Responsive Bid

Low Responsive Bid (Multiple Awards)  
Non-Low Bid  
Walk-On  
2 Readings

**Recommended Bid Amount: \$ 908,781.65**

**Budget/Accounting Information**

<b>Fund</b>	<b>Dept.</b>	<b>Sect.</b>	<b>Account</b>	<b>Project</b>	<b>Bud Ref</b>	<b>Amount</b>	<b>Avail</b>
<b>Budget</b>							
4003	303401	3425	71223	GRAVITYLYN_2012	2012	\$908,781.65	999,001.35

**Low Vendors for this Bid:**

Lowest: **Leak Eliminators LLC \$ 908,781.65**  
Second: **Robinson Pipe Cleaners \$ 985,095.10**  
Third: **Terra Contracting \$ 1,193,609.14**

Award to: **Leak Eliminators LLC**  
Award Amount: **\$ 908,781.65**

**Reason for Recommendation**

XX Bidder submitted lowest bid responsive to specifications.  
Multiple Awards to low bidders for item(s) or group(s).  
One or Non-low bid. See attachment(s) for explanation.  
Other:

**PART III**

Invitation to Bid No. 27-2112

**2012 SANITARY SEWER CLEANING PROGRAM**

2012

1. **FORM OF PROPOSAL**

Place: Lexington, Kentucky

Date: 4/9/2012

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 Dr. Ste 150, 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 **2012 SANITARY SEWER CLEANING PROGRAM** 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.

**LFUCG MBE/WBE PARTICIPATION FORM**

Bid/RFP/Quote Reference # 27-2012

The MBE/WBE 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.

MBE/WBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. NO MBE/WBE SUBCONTRACTORS			RESPONDED
2.			
3.			
4.			

The undersigned company representative submits the above list of MBE/WBE 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  
4/9/2012  
 Date

Rubel Ramsey  
 By  
President  
 Title



**MBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # 27-2012

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

Company Name <b>Leak Eliminators, LLC</b>	Contact Person
Address/Phone/Email <b>604 Bizzell Dr. Ste 150, Lexington Ky 40510 816-668-5325</b>	Bid Package / Bid Date <b>27-2012</b>

MBE/WBE 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
NO	MINORITY	SUB CONTRACTOR			PROPOSALS RECEIVED		✓

(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  
4/9/2012  
Date

Patricia K... [Signature]  
Company Representative  
President  
Title



**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

Bid/RFP/Quote # 27-2012

By the signature below of an authorized company representative, we certify that we have utilized the following methods to obtain the maximum practicable participation by minority and women owned business enterprises on the project. Please indicate which methods you used by placing an X in the appropriate place.

- Attended LFUCG Central Purchasing Economic Inclusion Outreach Event
- Sponsored Economic Inclusion event to provide networking opportunities
- Requested a list of MBE/WBE subcontractors or suppliers from LFUCG Economic Engine
- Advertised for MBE/WBE subcontractors or suppliers in local or regional newspapers
- Showed evidence of written notice of contracting and/or supplier opportunities to MBE/WBE firms at least seven days prior to the bid opening date
- Provided copies of quotations submitted by MBE/WBE firms which were not used and/or responses from firms indicating they would not be submitting a quote
- Provided plans, specifications, and requirements to interested MBE/WBE subcontractors
- Other  
Please list any other methods utilized that aren't covered above.  
POSTED REQUEST FOR BIDS ON MINORITY BUSINESS  
DEVELOPMENT AGENCY ONLINE BUSINESS TOOL.  
WWW.MBDA.GOV

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

Leak Eliminators LLC  
Company

Richard Ramsey  
Company Representative

4/9/2012  
Date

President  
Title

END OF SECTION

**PART III**  
**FORM OF PROPOSAL**

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**NOTE:**

**BID WILL BE CONSIDERED NON-RESPONSIVE & REJECTED IF A COMPLETED AND SIGNED COPY OF THE "EVIDENCE OF INSURABILITY" FORM (LOCATED AT THE END OF PART III) IS NOT PROVIDED.**

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 \$400.00 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 3/20/12

Addendum No. 2 Date 3/22/12

Addendum No. 3 Date 3/27/12

Addendum No. 4 Date 3/30/12

Addendum No. 5 Date 4/2/12

Addendum No. 6 Date 4/3/12

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.

2. **LEGAL STATUS OF BIDDER**

Bidder Leak Eliminators LLC

Date 4/9/2012

\* 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.



\_\_\_\_\_  
(Affiant)

STATE OF Kentucky

COUNTY OF Fayette

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

Richard Lawrence on this the 9<sup>th</sup> day of April,

2012.

My Commission expires: July 22, 2015

Heather Baggett  
NOTARY PUBLIC, STATE AT LARGE

**REVISED**

**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.

<b>Sewer Line Investigation Work Winburn and Griffin Gate</b>				
<b>UNIT</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>EXTENSION</b>
LF	Sewer line cleaning/ CCTV Inspection (8"-12")	52,366	1.47	76,978.02

<b>Sewer Line Investigation Work WH3, WH5, WH6</b>				
<b>UNIT</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>EXTENSION</b>
LF	Sewer line cleaning/ CCTV Inspection (8"-12")	101,451	1.26	127,828.26

<b>Sewer Line Investigation Work WH4</b>				
<b>UNIT</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>EXTENSION</b>
LF	Sewer line cleaning/ CCTV Inspection (8"-12")	49,308	1.47	72,482.76

<b>Sewer Line Investigation Work TB3</b>				
<b>UNIT</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>EXTENSION</b>
LF	Sewer line cleaning/ CCTV Inspection (8"-12")	163,342	1.26	205,810.92

LEAK ELIMINATORS

Sewer Line Investigation Work CR4				
UNIT	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
LF	Sewer line cleaning/ CCTV Inspection (8"-12")	147,549	1.24	185,911.74
LF	Sewer line cleaning/ CCTV Inspection (15"-18")	2,197	2.00	4,394.00

Sewer Line Investigation Work WH8				
UNIT	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
LF	Sewer line cleaning/ CCTV Inspection (8"-12")	33,885	1.47	49,810.95
LF	Sewer line cleaning/ CCTV Inspection (36"+)	5,400	\$2.00	10,800.00

Sewer Line Investigative Work - Other				
UNIT	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
LF	Heavy Cleaning (8"-12")	28,000	2.85	79,800
LF	Heavy Cleaning (15"-18")	2,000	4.75	9,500
EA	Uncover Manhole	50	575.00	28,750
HR	Find Crew	80	448.00	35,840
EA	Protruding Tap Removal	25	395.00	9,875
HR	Bypass Pumping	40	150.00	6,000
EA	Bypass Pumping Setup	10	500.00	5,000

TOTAL OF ALL BID PRICES FOR 27-2012 Project in words and figures:

NINE HUNDRED EIGHT THOUSAND SEVEN HUNDRED EIGHTY ONE  
AND <sup>65</sup>/100'S DOLLARS (\$ 908,781.65 ).

LEAK ELIMINATORS



Submitted by:

Leak Eliminators LLC

*Firm*

604 Bizzell Ste 150

*Address*

Lexington Ky 40510

*City, State & Zip*

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

*Richard Lawrence*

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

Richard Lawrence

*Representative/s Name (Typed or Printed)*

866-668-5325

*Area Code – Phone – Extension*

866-668-5325

*Fax #*

richard@leakeliminators.com

*E-Mail Address*

**OFFICIAL ADDRESS:**

Leak Eliminators LLC

604 Bizzell Dr. Ste 150

Lexington Ky 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: Kentucky
3. When Organized: 1/1/99
4. Where Incorporated: Kentucky
5. Construction Plant and Equipment Available for this Project:  
See attached list  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(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 (Surety)

Signed: Debbi Burton (Representative of Surety)

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



604 Bizzell Drive  
Lexington, KY 40510  
Ph (866) 668-5325

**LEAK ELIMINATORS CLEANING AND INSPECTION EQUIPMENT LIST:**

- Two CCTV Sewer Inspection Trucks equipped with PTZ Cues OZII camera systems.
- One ATV mounted Sewer Inspection system equipped with PTZ Cues OZII camera system.
- Two Schwalm 2060 Robotic sewer rehabilitation systems equipped with PTZ cameras will be delivered in late April 2012 that can be used for rapid removal of protruding taps.
- One Cues LAMP (Lateral & Mainline Probe) inspection system equipped with two high resolution cameras for mainline and lateral inspection.
- Three combination sewer cleaner trucks.
- One sewer cleaner easement machine.
- Wide variety of sewer cleaning nozzles and root cutters including the Nozzteq Lumberjack.
- Smoke testing equipment
- Equipment for cleaning and root cutting laterals from the sewer main

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
<u>LFUCG III 2011</u>	<u>Lexington Ky</u>	<u>2,338,114</u>
<u>Central Baptist Rehab</u>	<u>Lexington Ky</u>	<u>155,442</u>
<u>Holmes St. Rehab</u>	<u>Frankfort, Ky</u>	<u>1,712,399</u>
<u>Indian Hills Rehab</u>	<u>Frankfort, Ky</u>	<u>391,084</u>
<u>Cardinal Hills Rehab</u>	<u>Frankfort, Ky</u>	<u>244,343</u>

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
<u>LFUCG I:I, Contract 301-2011</u>	<u>Lexington, Ky</u>	<u>750,000</u>
<u>MSO I:I Rehab Project. 15576</u>	<u>Louisville, Ky</u>	<u>1,640,899.75</u>
<u>Orchard Grass; Willow Creek Collection System Rehab</u>	<u>Oldham Co., Ky</u>	<u>941,774</u>
_____	_____	_____
_____	_____	_____

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>
<u>JOHN LAWRENCE</u>	<u>OPERATIONS MGR/VP</u>	<u>12</u>
<u>JEREMIAH ANDERSON</u>	<u>PROJECT MANAGER</u>	<u>2</u>
<u>TOOP DAWALT</u>	<u>GENERAL MANAGER</u>	<u>1</u>
<u>DAVID KIRK</u>	<u>CCTV OPERATOR</u>	<u>3</u>
<u>JOHN COVATKEY</u>	<u>SUPERINTENDENT</u>	<u>3</u>

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>MAJORITY</u>
<u>MECHANICAL JOBBERS</u>	<u>MANTHOLE REHAB</u>	<u>MBE</u>	<u>240,000</u>
<u>CHEROKEE CONSTRUCTION</u>	<u>LOUISVILLE MSD</u>	<u>MBE</u>	<u>14,000</u>
<u>CHEROKEE CONSTRUCTION</u>	<u>SEWER REHAB</u>	<u>MBE</u>	<u>42,000</u>
<u>S&amp;S AND ASSOCIATES</u>	<u>LOUISVILLE MSD</u>	<u>DBE</u>	<u>104,000</u>
<u>S&amp;S AND ASSOCIATES</u>	<u>OLDHAM CO. ENV</u>	<u>MBE</u>	<u>44,000</u>
	<u>AUTHORITY - SEWER</u>	<u>DBE</u>	
	<u>SEWER REHAB</u>	<u>WBE</u>	
	<u>LOUISVILLE MSD</u>	<u>WBE</u>	
	<u>SEWER REHAB</u>	<u>WBE</u>	
	<u>OLDHAM CO. ENV.</u>	<u>WBE</u>	

(USE ADDITIONAL SHEETS IF NECESSARY)

12. We acknowledge that, if we are the apparent low Bidder, we will submit to the OWNER within 7 calendar days following the Bid Opening, a sworn statement on the OWNER'S form regarding all current work on hand and under contract, and a statement on the OWNER'S form of the experience of our officers, office management and field management personnel. Additionally, if requested by the OWNER, we will within 7 days following the request submit audited financial statements and loss history for insurance claims for the 3 most recent years (or a lesser period stipulated by the OWNER)—all in accordance with the Bid Documents.

**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>% of Work</u>
			<u>Yes/No</u>
	<i>NO SUBCONTRACTORS</i>		
1. _____	Name: _____	_____	_____
	Address: _____		
2. _____	Name: _____	_____	_____
	Address: _____		
3. _____	Name: _____	_____	_____
	Address: _____		
4. _____	Name: _____	_____	_____
	Address: _____		
5. _____	Name: _____	_____	_____
	Address: _____		
6. _____	Name: _____	_____	_____
	Address: _____		
7. _____	Name: _____	_____	_____
	Address: _____		

(Attach additional sheet(s) if necessary.)

7. AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND 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.

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID.

Signed by Ronald Ramsey

Firm Leak Eliminators, LLC

Address 604 Bizzell Dr. Ste 150  
Lexington Ky 40510

Telephone 866-668-5325

Date 4/9/2012

8. **STATEMENT OF EXPERIENCE**

*(this section must be completed or your bid will be considered as non-responsive)*

NAME OF INDIVIDUAL: JOHN LAWRENCE

POSITION/TITLE: VICE PRESIDENT / OPERATIONS MANAGER

STATEMENT OF EXPERIENCE: 12 YEARS OF EXPERIENCE IN  
ALL ASPECTS OF SEWER INSPECTION, MAINTENANCE,  
AND REHABILITATION. PACP & MACP CERTIFIED.

NAME OF INDIVIDUAL: JEREMIAH ANDERSON

POSITION/TITLE: PROJECT MANAGER

STATEMENT OF EXPERIENCE: 10 YEARS EXPERIENCE IN  
LOGISTICS, SCHEDULING AND CONSTRUCTION MANAGEMENT.  
PACP & MACP CERTIFIED

NAME OF INDIVIDUAL: DAVID KING

POSITION/TITLE: CCTV OPERATOR

STATEMENT OF EXPERIENCE: FOUR YEARS EXPERIENCE  
AS CCTV OPERATOR AS WELL AS SEWER CLEANING  
AND CREW LEADER. PACP & MACP CERTIFIED.



NAME OF INDIVIDUAL: JOHN COURTNEY

POSITION/TITLE: SUPERINTENDENT

STATEMENT OF EXPERIENCE: OVER 10 YEARS EXPERIENCE  
IN ALL ASPECTS OF INSPECTION, CLEANING & REPAIR.  
PACP & MACP CERTIFIED.

NAME OF INDIVIDUAL: JASON TIREY

POSITION/TITLE: ASSISTANT CCTV OPERATOR

STATEMENT OF EXPERIENCE: FOUR YEARS EXPERIENCE IN  
GENERAL INSPECTION AND CLEANING. WILL BE  
PACP / MACP CERTIFIED IN MAY 2012.

BY: Leak Eliminators  
Name of Firm

DATE: 4/9/2012

BY: Richard Pannunzi

TITLE: President

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

**9. EQUAL OPPORTUNITY AGREEMENT**

The Law

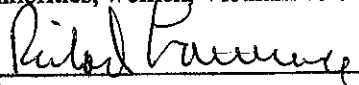
- \* Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- \* Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment 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.

  
\_\_\_\_\_  
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.

10. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of Leak Eliminators  
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.

Signature:   
(Bidding Contractor)

Title: President

Date: 4/9/2012

11. WORKFORCE ANALYSIS FORM

Name of Organization: Leak Eliminators LLC Date: 4 / 3 / 2012

Categories	Total	White		Black		Other		Total	
		M	F	M	F	M	F	M	F
Administrators	4	3	1					3	1
Professionals	1	1						1	
Superintendents	2	2						2	
Supervisors	3	3						3	
Foremen	2	2						2	
Technicians	2	2						2	
Protective Service									
Para-Professionals	1	1						1	
Office/Clerical	2	1	1					1	1
Skilled Craft	15	14		1		1		15	
Service/Maintenance	5	4		1				5	
Total:	37	33	2	1		1		35	2

Prepared By: Heather Bagey #

**12. 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 Eliminator Employee ID: 61-1338900  
 Address: 604 Bizzell Dr. Ste 150 Phone: 866-668-5325  
Lexington Ky 40510

Project to be insured: 2012 Sanitary Sewer Clearing Project

In lieu of obtaining certificates of insurance at this time, the undersigned agrees to provide the above Named Insured with the minimum coverage listed below. These are outlined in the Insurance and Risk Management of 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 1.3.D.1 - see provisions	CGIL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$1 mill per occ. / \$2 Mill. Agg.	Grange Insurance		A-
SC 1.3.D.1 - see provisions	AUTO	\$2,000,000 per occ.	\$6 mill per occ.	Grange Insurance		A-
SC 1.3.D.1 - see provisions	WC	Statutory w / endorsement as noted	\$4 mill	AGL		SIF

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  
 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  
4/9/12  
 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.



# CERTIFICATE OF LIABILITY INSURANCE

OP ID MF  
LEAK-16

DATE (MM/DD/YYYY)

08/04/11

<b>PRODUCER</b> Carroll & Stone Insurance Services 4384 Clearwater Way, Suite 200 Lexington KY 40515 Phone: 859-269-1044 Fax: 859-276-0266	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: <b>Grange Insurance</b> INSURER B: INSURER C: INSURER D: INSURER E:	<b>NAIC #</b> <b>14060</b>

### COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPP 2635391	08/03/11	08/03/12	EACH OCCURRENCE \$ 1000000
	<input type="checkbox"/> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 <input type="checkbox"/> MED EXP (Any one person) \$ 10000 <input type="checkbox"/> PERSONAL & ADV INJURY \$ 1000000 <input type="checkbox"/> GENERAL AGGREGATE \$ 2000000 <input type="checkbox"/> PRODUCTS - COMP/OP AGG \$ 2000000				
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CPP 2635391	08/03/11	08/03/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
A	<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	CPP 2635391	08/03/11	08/03/12	EACH OCCURRENCE \$ 1000000
					AGGREGATE \$ 1000000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below <b>OTHER</b>				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

For all work performed.

### CERTIFICATE HOLDER

### CANCELLATION

<b>LFUCG2</b>  <b>LFUCG</b> Division of Purchasing 200 E. Main St., 4th Floor Lexington KY 40507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <b>Scott Cole</b>
---	--



13. **DEBARRED FIRMS**

**CONTRACT NUMBER:** 27-2012

**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.

PROJECT NAME: LFUCG 2012 Sanitary Sewer  
Cleaning Project

CONTRACT NO.: 27-2012

DEBARRED FIRMS

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

Richard Lawrence  
Signature of Authorized Official

President  
Title

4/9/2012  
Date

END OF SECTION



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

Jane C. Driskell  
Commissioner

**ADDENDUM #1**

Bid Number: 27-2012

Date: March 20, 2012

Subject: 2012 Sanitary Sewer Cleaning Program

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

**TO ALL PROSPECTIVE BIDDERS:**

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

Questions	Answers
What is the yard to street split ratio?	Roughly 60% of the work will be in yards, 40% in the street.
Will the LFUCG provide a staging area for equipment?	No, contractor must procure his own area.
Does the contractor have to maintain a local office?	No, but the contractor must provide a 24 hour contact name and number and must be able to respond almost immediately to calls and requests.
Will lateral launch be required as part of the contract?	No, lateral launch capabilities are only required of the "find crew".
Will the LFUCG provide the maps in digital format?	Yes, to the selected bidder.
Who will be the contact for the digital files?	Robert Bowman, Division of Computer Services
TS-17, will the manholes have to be hand sprayed or cleaned?	No. Manholes will not have to be hand sprayed but they must be cleaned sufficiently to allow the camera to operate and gather data. Debris must be completely removed and may not be piled onto the benches in the manhole. Any debris over the size of No. 9 stone will have to be removed.
How is heavy cleaning defined?	In the event that the hydraulic cleaning effort for a single line segment requires more than <b>THREE (3) passes</b> to successfully remove all dirt, grease, rocks, sand, and other materials (excluding roots), the sewer line shall be considered in need of heavy cleaning subject to the authorization of the Engineer
How long is the project?	240 calendar days.

Can you provide the previous contract info low bidder and bid tabs for this project?	No. This information is not available.
Can you provide a contact person with Kentucky American Water Company and telephone number where we can get the appropriate info?	Rick Waynewright (859) 268-6354
Will this be a 1 year bid or is it extendable, and if so how many times?	This is a 240 calendar day contract and will not be renewed.
Will the Owner be providing access to easement areas for this work?	No. Contractor must make contact with property owners.
Who is responsible for damages occurring as a result of the cleaning / cctv operations?	Contractor is responsible for any and all damages resulting from any cleaning and/or CCTV work.
Are traffic control permits needed for the cleaning work in the streets? And if so, who provides them?	If a street is to be blocked, permits are required. Contractor must procure any and all permits necessary to complete his contract. Call the Division of Traffic Engineering 859-425-2255
You reference lateral cctv inspections but provide no pay item for such. Do you intend to have the contractor perform lateral inspections?	Lateral launch is only required on the "find crew" and will be paid as part of the hourly rate for the find crew.
When heavy cleaning is approved, will the entire manhole-to-manhole pipe segment be billed out for heavy cleaning or will it be only the footage that is remaining to be cleaned? If the latter, how will this be tracked?	When Heavy Cleaning is authorized by the owner, payment will be from center of manhole to center of manhole.
We would also like to ask the same questions regarding mechanical root-cutting, instead of heavy cleaning.	Mechanical Root Removal will be considered as one of the three initial regular cleaning passes. Mechanical Root Removal has been removed from the schedule of values.
Manhole inspections - It says that on TS- 8 that all manholes are to be inspected.	Manhole inspection shall be done as part of the CCTV process therefore inspection of individual manholes will not be necessary. Manhole data shall be PACP compliant.
What line item do we need to include this pricing in or should it have its own line item for 'EA' manhole?	No line items will be necessary due to the process defined above.
Will LFUCG provide an estimated number of manholes to base the bid on (to keep it as fair as possible)?	Number of manholes will not be necessary due to the process defined above
How does LFUCG want to receive the deliverables for these; paper copies, dvd's hard drives etc?	Deliverables (video, PDF's of log/report and PACP database) shall be on a USB 3.0 compatible hard drive. Data shall be delivered to the owner each Wednesday for the previous weeks work and the entire database shall be delivered to the owner at the projects end.
Do the inspections have to be completed in a	

NASSCO software program so they can be uploaded into LFUCG's system (like the CCTV data)?	Inspections shall be part of the PACP inspection. Defects in manholes shall be coded MGO.
Are the pricing for these line items in addition to the "Sewer Cleaning / CCTV Inspection" or in lieu of them? EXAMPLE: A 400 lf line is classified to "Heavy Cleaning". Do we bill it as; (Sewer Cleaning / CCTV price) \$1.00 + (Heavy Cleaning price) \$0.75 = \$1.75 x 400 lf = \$700 (bill amount) or (Heavy Cleaning price) \$1.75 x 400 lf = \$700 (bill amount) - It is the same dollar amount for invoicing but not the same dollar amount for the bid number.	Billing shall be as follows:  Unit Price per LF for regular cleaning and CCTV inspection/video/data and then Unit Price per LF of pipe authorized for Heavy Cleaning. So two (2) billing items will be necessary  Regular Cleaning 400 LF @ \$1.00 = \$400.00 And Heavy Cleaning 400 LF @ \$0.75 = \$300.00
Are Wage Rates Required?	No
Please clarify private property.	Any property that LFUCTG does not own
How do we access lines on golf courses?	Contractor should contact the Golf Pro and coordinate with his schedule.

### Changes to Specifications

Page IB-4, Part II, Section 7 has been changed to read as follows: Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete the Project within the time as specified in the Contract. In the event that CONTRACTOR's delay or other nonperformance of its obligations hereunder results in the imposition of penalties against the LFUCG pursuant to the Consent Decree, or LFUCG otherwise suffers damage as a result of such delay or nonperformance, CONTRACTOR shall be solely liable to LFUCG for any and all such damages, including any costs and attorney's fees.

Page P-2, Part III, FORM OF PROPOSAL – Invitation to Bid No. should read 27-2012. When submitting bid, Bidder should mark through on the FORM OF PROPOSAL and replace with correct Bid Number.

Page P-3, Part III, FORM OF PROPOSAL, 1<sup>st</sup> paragraph has been changed to read as follows: 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. In the event that CONTRACTOR's delay or other nonperformance of its obligations hereunder results in the imposition of penalties against the LFUCG pursuant to the Consent Decree, or LFUCG otherwise suffers damage as a result of such delay or nonperformance, CONTRACTOR shall be solely liable to LFUCG for any and all such damages, including any costs and attorney's fees.

Please see attached REVISED Insurance Provisions that now apply to this project.

TECHNICAL SPECIFICATIONS, Pg TS-9, Section 1.06, 3<sup>rd</sup> paragraph is hereby deleted.

TECHNICAL SPECIFICATIONS, Section B Methods Item 2, should read "In the event that the hydraulic cleaning effort for a single line segment requires more than **THREE (3) passes** to successfully remove all dirt, grease, rocks, sand, and other materials (including roots), the sewer line shall be considered in need of heavy cleaning subject to the authorization of the Engineer, and will be paid on that basis".

TECHNICAL SPECIFICATIONS, Section D Inspection Logs and CD/DVD's, paragraph 1 should read "All logs and forms shall be labeled with the Contractors Name, Contract number, video number (logs must match that number) and with each Contractor the logs must coincide with the pipe id. The Contractor shall submit one copy of the CCTV inspection report and video in digital format. This copy must be on a USB 3.0 external hard drive". Hard drive will be returned to the contractor in time to submit the next weeks data. The final submittal shall consist of one complete database of the entire project submitted on one USB 3.0 external hard drive. The original drive used throughout the contract may be used for this submittal. All receivables must be submitted in digital format. Hard copy's and DVD's are not to be submitted.

TECHNICAL SPECIFICATIONS, BASIS OF MEASUREMENT AND PAYMENT, SEWER LIN INVESTIGATION WORK, MECHANICAL ROOT REMOVAL should read, "Mechanical Root Removal shall be considered as one of the three initial regular cleaning passes. There will be no line item or unit price for mechanical root removal". Mechanical Root Removal has been removed from the bid schedule. Cost for Mechanical Root Removal should be included in the cost for the initial cleaning of the pipes.

**MECHANICAL ROOT REMOVAL HAS BEEN REMOVED FROM THE BID SCHEDULE - SCHEDULE OF VALUES.**

**USE THE ATTACHED REVISED BID SCHEUDLE - SCHEDULE OF VALUES FOR SUBMITTING BIDS.**



Brian Marcum, Director  
Division of Central Purchasing

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

COMPANY NAME: Leak Eliminators, LLC

ADDRESS: 604 Bizzell Dr. Ste 150, Lexington Ky 40510

SIGNATURE OF BIDDER: Patricia Lawrence

## REVISED

### 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.

Sewer Line Investigation Work Winburn and Griffin Gate				
UNIT	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
LF	Sewer line cleaning/ CCTV Inspection (8"-12")	52,366		

Sewer Line Investigation Work WH3, WH5, WH6				
UNIT	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
LF	Sewer line cleaning/ CCTV Inspection (8"-12")	101,451		

Sewer Line Investigation Work WH4				
UNIT	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
LF	Sewer line cleaning/ CCTV Inspection (8"-12")	49,308		

Sewer Line Investigation Work TB3				
UNIT	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
LF	Sewer line cleaning/ CCTV Inspection (8"-12")	163,342		

Sewer Line Investigation Work CR4				
UNIT	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
LF	Sewer line cleaning/ CCTV Inspection (8"-12")	147,549		
LF	Sewer line cleaning/ CCTV Inspection (15"-18")	2,197		

Sewer Line Investigation Work WH8				
UNIT	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
LF	Sewer line cleaning/ CCTV Inspection (8"-12")	33,885		
LF	Sewer line cleaning/ CCTV Inspection (36"+)	5,400		

Sewer Line Investigative Work - Other				
UNIT	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
LF	Heavy Cleaning (8"-12")	28,000		
LF	Heavy Cleaning (15"-18")	2,000		
EA	Uncover Manhole	50		
HR	Find Crew	80		
EA	Protruding Tap Removal	25		
HR	Bypass Pumping	40		
EA	Bypass Pumping Setup	10		

TOTAL OF ALL BID PRICES FOR \_\_\_\_\_ Project in words and figures:

\_\_\_\_\_  
 \_\_\_\_\_ (\$ \_\_\_\_\_).



## REVISED

### RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION

#### Bid #27-2012 – 2012 Sanitary Sewer Cleaning Program

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

#### DAMAGES RELATED TO NONPERFORMANCE OR DELAY BY CONSULTANT

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

## **FINANCIAL RESPONSIBILITY**

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

## **INSURANCE REQUIREMENTS**

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

### **Required Insurance Coverage**

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

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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by OWNER.
- d. The General Liability Policy shall include an Explosion-Collapse Underground endorsement unless it is deemed not to apply by OWNER.
- e. The General Liability Policy shall include an Environmental Casualty endorsement unless it is deemed not to apply by OWNER.
- f. The General Liability Policy shall include a Pollution Liability endorsement unless it is deemed not to apply by OWNER.
- g. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- h. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### Renewals

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

#### Deductibles and Self-Insured Programs

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

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

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.

- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

#### Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and OWNER.

#### Verification of Coverage

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

#### Right to Review, Audit and Inspect

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

#### DEFAULT

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



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

Jane C. Driskell  
Commissioner

**ADDENDUM #2**

Bid Number: 27-2012

Date: March 22, 2012


Subject: 2012 Sanitary Sewer Cleaning Program

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

**TO ALL PROSPECTIVE BIDDERS:**

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

- 1) Deadline for Questions has been extended to March 23, 2012 @ 4:00 PM local time.
- 2) Addendum #3 will follow for further clarifications.
- 3) **Bid Opening Date has been changed to April 3, 2012 @ 2:00 PM local time.**

  
\_\_\_\_\_  
Brian Marcum, Director  
Division of Central Purchasing

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

COMPANY NAME: Leak Eliminators, LLC

ADDRESS: 604 Bizzell Dr. Ste 150, Lexington Ky 40510

SIGNATURE OF BIDDER: 



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

Jane C. Driskell  
Commissioner

**ADDENDUM #3**

Bid Number: 27-2012

Date: March 27, 2012

Subject: 2012 Sanitary Sewer Cleaning Program

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


**TO ALL PROSPECTIVE BIDDERS:**

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

**SPECIAL NOTE TO BIDDERS:** All bids must be submitted on the **REVISED SCHEDULE OF VALUES** form, pages P-7 & P-8 that was provided in Addendum #1. This schedule has the correct quantities for this project. If bids are not submitted on this form marked "REVISED", your bid will not be accepted.

Questions	Answers
<p>In the addendum you stated that the manhole inspections would be part of the original CCTV bid item. Do you mean just the normal pan and tilt and coding at the manhole? Or, is this supposed to be an additional full MH inspection outside of televising the line and manhole?</p>	<p>We just want pan and tilt and coding at the manhole. There is to be no additional full MH inspection outside of televising the line and manhole.</p>
<p>The maps have red and blue manholes and one says SSES and the other says GPS points. Are GPS points to be collected at the blue manholes and MH Inspections at the red? Are any GPS points to be captured?</p>	<p>The red manholes are buried/covered manholes. No GPS points are to be collected or captured.</p> <p>Probing will be done on the buried/covered manholes to determine if they are deeper than 2"-3". If the manhole is only 2"-3" deep, the contractor will uncover the manhole, lay back the sides and seed and straw the disturbed areas. If the manhole is more than 3" deep it will be left as is.</p>
<p>You do not provide a pay item for manhole inspections but require them as a part of the pipeline inspections. In Nassco, PACP is for pipeline inspections only - there is no capability for inspecting manhole without completing your PACP pipeline inspection and starting a MACP manhole inspection. It is suggest that you provide a line item for the</p>	<p>The first code on all PACP inspections is AMH (Access Manhole). The operator must look around at the manhole. All visible defects need to be coded using the MGO (Miscellaneous General Observation) with an explanation of the defect. This constitutes a manhole inspection on this contract. There will be NO separate line item for manhole inspection.</p>

<p>number of manholes you want inspected and provide a pay item as well. Without this the bidders will have to estimate the number of manholes and add the price to the pipeline inspections, not an efficient way of getting a good price. Also, the manhole should definitely be cleaned prior to inspection to give you the best view of their condition.</p>	<p>Manhole cleaning was addressed in Addendum #1.</p>
<p>You indicate that the contractor is responsible for gaining easement access. What if the property owner refuses access or wants to charge a fee for access? LFUCG should be in charge of providing reasonable access to our work zone or removing those sections where the property owner refuses access or where there is not reasonable access. What if a section required us to remove trees or build a road, is that reasonable? Typically the owner always is responsible for this element.</p>	<p>The contractor will need to make contact with the property owner. If any resistance is met, DWQ will get involved. Building roads is excessive: however, hand carrying equipment to the back yard, over hills, or through small creeks, is considered reasonable. Removing brush/limbs, mulch, and up to 3 inches of dirt is considered reasonable.</p>
<p>I understand you will not be providing water for this project. Can you provide a contact person and telephone number where we can get the appropriate info?</p>	<p>Rick Waynewright (859) 268-6354 Answered in Addendum #1</p>

  
 Brian Marcum, Director  
 Division of Central Purchasing

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

COMPANY NAME: Leak Eliminator, LLC

ADDRESS: 604 Bizzell Dr. Ste 150, Lexington Ky 40510

SIGNATURE OF BIDDER: 



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

Jane C. Driskell  
Commissioner

**ADDENDUM #4**

Bid Number: 27-2012

Date: March 30, 2012

Subject: 2012 Sanitary Sewer Cleaning Program

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

**TO ALL PROSPECTIVE BIDDERS:**

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

1. **Bid Opening Date has been changed to April 9, 2012 (at) 2:00 PM local time.**
2. Bid Bond and Performance & Payment bond requirements have been removed from this bid.
3. Addendum #5 will follow referencing wage rate requirements.

Brian Marcum, Director  
Division of Central Purchasing

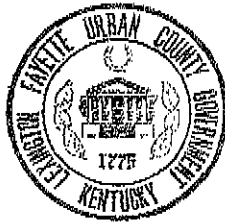
All other terms and conditions of the Bid and specifications are unchanged. This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Leak Eliminators LLC

ADDRESS: 604 Bizzell Dr, Ste 150, Lexington Ky 40510

SIGNATURE OF BIDDER: Rita K... ..





Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

Jane C. Driskell  
Commissioner

**ADDENDUM #5**

Bid Number: 27-2012

Date: April 2, 2012

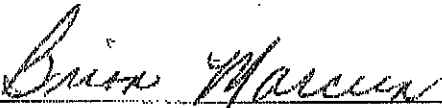
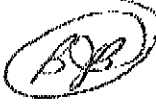
Subject: 2012 Sanitary Sewer Cleaning Program

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

**TO ALL PROSPECTIVE BIDDERS:**

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

- 1) Please see attached Wage Rate Determination that now applies to this bid.

   
\_\_\_\_\_  
Brian Marcum, Director  
Division of Central Purchasing

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

COMPANY NAME: Leak Eliminators, LLC

ADDRESS: 604 Bizzell Dr. Lexington Ky 40510

SIGNATURE OF BIDDER: Rickie Pruneri



Steven L. Beshear  
Governor

**KENTUCKY LABOR CABINET**  
DEPARTMENT OF WORKPLACE STANDARDS  
DIVISION OF EMPLOYMENT STANDARDS,  
APPRENTICESHIP & MEDIATION  
1047 US Hwy 127 S - Suite 4  
Frankfort, Kentucky 40601  
Phone: (502) 564-3534  
Fax (502) 696-1897  
www.labor.ky.gov

Mark S. Brown  
Secretary

Michael L. Dixon  
Commissioner

April 2, 2012

Betty Landrum  
LFUCG  
200 E. Main St.  
Lexington KY 40507

Re: LFUCG, 2012 Sanitary Sewer Cleaning Program

Advertising Date as Shown on Notification: March 6, 2012

Dear Betty Landrum:

This office is in receipt of your written notification on the above project as required by KRS 337.510 (1).

I am enclosing a copy of the current prevailing wage determination number CR 6-008, dated June 10, 2011 for FAYETTE County. This schedule of wages shall be attached to and made a part of the specifications for the work, printed on the bidding blanks, and made a part of the contract for the construction of the public works between the public authority and the successful bidder or bidders.

The determination number assigned to this project is based upon the advertising date contained in your notification. There may be modifications to this wage determination prior to the advertising date indicated. In addition, if the contract is not awarded within 90 days of this advertising date or if the advertising date is modified, a different set of prevailing rates of wages may be applicable. It will be the responsibility of the public authority to contact this office and verify the correct schedule of the prevailing rates of wages for use on the project. Your project number is as follows: 034-H-01032-11-6, Heavy/Highway

Sincerely,

Michael L. Dixon  
Commissioner



**KENTUCKY LABOR CABINET  
PREVAILING WAGE DETERMINATION  
CURRENT REVISION  
LOCALITY NO. 008**

Determination No. CR-6-008

Date of Determination: June 10, 2011

**PROJECT NO. 034-H-01032-11-6**

\_\_\_\_\_ **BLDG**    xx \_\_\_\_\_ **HH**

This schedule of the prevailing rate of wages for Locality No. 008, which includes Fayette County, has been determined in accordance with the provisions of KRS 337.505 to 337.550. This determination shall be referred to as Prevailing Wage Determination No. CR-6-008.

Apprentices shall be permitted to work as such subject to Administrative Regulations adopted by the Commissioner of Workplace Standards. Copies of these regulations will be furnished upon request to any interested person.

Overtime is to be computed at not less than one and one-half (1 1/2) times the indicated BASE RATE for all hours worked in excess of eight (8) per day, and/or in excess of forty (40) per week. However, KRS 337.540 permits an employee and employer to agree, in writing, that the employee will be compensated at a straight time base rate for hours worked in excess of eight (8) hours in any one calendar day, but not more than ten (10) hours worked in any one calendar day, if such written agreement is prior to the over eight (8) hours in a calendar day actually being worked, or where provided for in a collective bargaining agreement. The fringe benefit rate is to be paid for each hour worked at a straight time rate for all hours worked. Fringe benefit amounts are applicable for all hours worked except when otherwise noted. Welders will receive rate for craft in which welding is incidental.

No laborer, workman or mechanic shall be paid at a rate less than that of the General Laborer except those classified as bona fide apprentices registered with the Kentucky State Apprenticeship Supervisor unless otherwise specified in this schedule of wage rates.

NOTE: The type of construction shall be determined by applying the following definitions.

**BUILDING CONSTRUCTION**

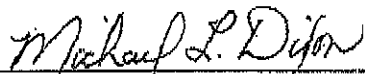
Building construction is the construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment, or supplies. It includes all construction of such structures, the installation of utilities and the installation of equipment, both above and below grade level, as well as incidental grading, utilities and paving.

**HIGHWAY CONSTRUCTION**

Highway construction includes the construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction. It includes all incidental construction in conjunction with the highway construction project.

**HEAVY CONSTRUCTION**

Heavy projects are those projects that are not properly classified as either "building" or "highway". For example, dredging projects, water and sewer line projects, dams, flood control projects, sewage treatment plants and facilities, and water treatment plants and facilities are considered heavy.



\_\_\_\_\_  
Michael L. Dixon, Commissioner  
Department of Workplace Standards  
Kentucky Labor Cabinet

<b>ASBESTOS/INSULATION WORKERS:</b>		<b>BASE RATE</b>	<b>\$24.37</b>
		<b>FRINGE BENEFITS</b>	<b>10.90</b>

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<b>BOILERMAKERS:</b>		<b>BASE RATE</b>	<b>\$21.75</b>
		<b>FRINGE BENEFITS</b>	<b>11.76</b>

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<b>BRICKLAYERS:</b>		<b>BASE RATE</b>	<b>\$23.58</b>
Bricklayers:		<b>FRINGE BENEFITS</b>	<b>10.78</b>

Firebrick & Refractory:		<b>BASE RATE</b>	<b>\$24.79</b>
		<b>FRINGE BENEFITS</b>	<b>10.82</b>

Sawman & Layman:		<b>BASE RATE</b>	<b>23.83</b>
		<b>FRINGE BENEFITS</b>	<b>10.78</b>

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<b>CARPENTERS:</b>		<b>BASE RATE</b>	<b>\$20.63</b>
Carpenters:	BUILDING	<b>FRINGE BENEFITS</b>	<b>11.70</b>

Piledrivermen:	BUILDING	<b>BASE RATE</b>	<b>\$21.13</b>
		<b>FRINGE BENEFITS</b>	<b>11.70</b>

Carpenters:	HEAVY & HIGHWAY	<b>BASE RATE</b>	<b>\$25.45</b>
		<b>FRINGE BENEFITS</b>	<b>12.35</b>

Piledriver:	HEAVY & HIGHWAY	<b>BASE RATE</b>	<b>\$25.70</b>
		<b>FRINGE BENEFITS</b>	<b>12.35</b>

Divers:	HEAVY & HIGHWAY	<b>BASE RATE</b>	<b>\$38.55</b>
		<b>FRINGE BENEFITS</b>	<b>12.35</b>

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<b>CEMENT MASONS:</b>		<b>BASE RATE</b>	<b>\$15.51</b>
		<b>FRINGE</b>	<b>.59</b>

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<b>ELECTRICIANS:</b>		<b>BASE RATE</b>	<b>\$29.27</b>
		<b>FRINGE BENEFITS</b>	<b>13.08</b>

When workmen are required to work from bosun chairs, trusses, stacks, tanks, scaffolds, catwalks, radio and T.V. towers, structural steel (open, unprotected, unfloored raw steel) and bridges or similar hazardous locations where workmen are subject to a direct fall: 50 feet to 75 feet -- add 25% above the workman's hourly rate, over 75 feet add 50% above workman's hourly rate. No premium shall be paid on work performed using JLGs, bucket trucks or other similar elevated mechanized work platforms up to 75 feet above the surface upon which the platform sits.

<b>LINEMAN:</b>	HEAVY HIGHWAY	<b>BASE RATE</b>	<b>\$30.09</b>
		<b>FRINGE BENEFITS</b>	<b>10.94</b>

<b>EQUIPMENT OPERATOR:</b>	HEAVY HIGHWAY	<b>BASE RATE</b>	<b>\$26.90</b>
		<b>FRINGE BENEFITS</b>	<b>10.31</b>

<b>GROUNDSMAN:</b>	HEAVY HIGHWAY	<b>BASE RATE</b>	<b>\$17.79</b>
		<b>FRINGE BENEFITS</b>	<b>8.51</b>

<b>ELEVATOR CONSTRUCTORS:</b>	<b>BASE RATE</b>	<b>\$30.46</b>
	<b>FRINGE BENEFITS</b>	<b>8.92</b>

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<b>GLAZIERS:</b>	<b>BASE RATE</b>	<b>\$23.70</b>
	<b>FRINGE BENEFITS</b>	<b>11.40</b>

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<b>IRONWORKERS:</b>	<b>BASE RATE</b>	<b>\$25.77</b>
	<b>FRINGE BENEFITS</b>	<b>18.54</b>

**LABORERS / BUILDING:**

**BUILDING GROUP 1:** General laborers, asbestos abatement laborer, toxic waste removal laborer, water boys, tool room checker, carpenter tenders, (civil engineer helper, rodman, grade checker, excluding all field work performed by Engineering Firms), concrete pouring and curing, concrete forms stripping and wrecking, hand digging and backfilling of ditches, clearing of right of ways and building sites, wood sheeting and shoring, signalman for concrete bucket and general cleaning, and environmental laborer - nuclear, radiation, toxic and hazardous waste - Level D:

<b>BUILDING</b>	<b>*BASE RATE</b>	<b>\$19.56</b>
	<b>FRINGE BENEFITS</b>	<b>9.54</b>

**BUILDING GROUP 2:** All air tool operators, air track drills, asphalt rakers, tampers, batchers plant and scale man, chain saw, concrete saw, cutter/burner, electric hand grinder, all electric bush and chipping hammers, flagmen, forklift operators, form setter (street or highway), metal form setters, heaters, mesh handlers on walkways, streets and roadways outside building, gunnite laborers, hand spiker, introflax burning rod, joint makers, mason tender, multi-trade tender, pipe layers, plaster tender, powderman helpers, power driven Georgia buggies, power posthole diggers, railroad laborers, sandblaster laborers, scow man and deck hand, signal man, sweeper and cleaner machines, vibrator operators, vibrator/tamper operated by hand or remote control, walk behind trenching machines, mortar mixer machines, water pumpmen, and environmental laborers - nuclear, radiation, toxic and hazardous waste - Level C:

<b>BUILDING</b>	<b>*BASE RATE</b>	<b>\$19.96</b>
	<b>FRINGE BENEFITS</b>	<b>9.54</b>

**BUILDING GROUP 3:** Asphalt paver screwman, gunnite nozzleman and gunnite nozzle machine operator, sand blaster nozzleman, concrete or grout pumpman, plaster pumpman:

<b>BUILDING</b>	<b>*BASE RATE</b>	<b>\$20.16</b>
	<b>FRINGE BENEFITS</b>	<b>9.54</b>

**BUILDING GROUP 4:** Powderman and blaster, and environmental laborer - nuclear, radiation, toxic and hazardous waste - Level B:

<b>BUILDING</b>	<b>*BASE RATE</b>	<b>\$20.26</b>
	<b>FRINGE BENEFITS</b>	<b>9.54</b>

**BUILDING GROUP 5:** Caisson holes (6 ft. and over) pressure and free air including tools, and environmental laborer - nuclear, radiation, toxic and hazardous waste - Level A:

<b>BUILDING</b>	<b>*BASE RATE</b>	<b>\$20.76</b>
	<b>FRINGE BENEFITS</b>	<b>9.54</b>

**BUILDING GROUP 6:** Tunnel man and tunnel sand miner, cofferdam (pressure and free air), sand hog or mucker (pressure or free air):

<b>BUILDING</b>	<b>*BASE RATE</b>	<b>\$21.06</b>
	<b>FRINGE BENEFITS</b>	<b>9.54</b>

**\*Employees handling chemically treated materials which are harmful to the skin shall receive an additional \$.50 above base rate. Employees working on high work such as towers or smoke stacks, or any type of work fifty (50) feet above the ground or a solid floor shall receive \$1.00 above base rate. Employees working on boilers, kilns, melting tanks, furnaces, or when refractory is done using live fires, drying fires, heatups or any hot work shall receive \$2.00 above base rate.**

**LABORERS / HEAVY & HIGHWAY:**

HEAVY HIGHWAY GROUP 1: Aging and curing of concrete (any mode or method), asbestos abatement worker, asphalt plant laborers, asphalt laborers, batch truck dumpers, carpenter tenders, cement mason tenders, cleaning of machines, concrete laborers, demolition laborers, dredging laborers, drill helper, environmental laborer - nuclear, radiation, toxic and hazardous waste - Level D, flagmen, grade checkers, all hand digging and hand back filling, highway marker placers, landscaping laborers, mesh handlers and placers, puddler, railroad laborers, rip-rap and grouters, right of way laborers, sign, guard rail and fence installers (all types), signal men, sound barrier installer, storm and sanitary sewer laborers, swampers, truck spotters and dumpers, and wrecking of concrete forms, general cleanup:

HEAVY & HIGHWAY	BASE RATE	\$20.61
	FRINGE BENEFITS	10.35

HEAVY HIGHWAY GROUP 2: Battor board men (sanitary and storm sewer), brickmason tenders, mortar mixer operator, scaffold builders, burner and welder, bushhammers, chain saw operator, concrete saw operators, deckhand scow man, dry cement handlers, environmental laborers - nuclear, radiation, toxic and hazardous waste - Level C, forklift operators for masonry, form setters, green concrete cutting, hand operated grouter and grinder machine operator, jack hammers, lead paint abatement, pavement breakers, paving joint machine, pipe layers-laser operators (non-metallic), plastic pipe fusion, power driven Georgia buggy or wheelbarrow, power post hole diggers, precast manhole setters, walk-behind tampers, walk-behind trenchers, sand blasters, concrete chippers, surface grinders, vibrator operators, wagon drillers:

HEAVY & HIGHWAY	BASE RATE	\$20.86
	FRINGE BENEFITS	10.35

HEAVY HIGHWAY GROUP 3: Asphalt luteaman and rakers, gunnite nozzleman, gunnite operators and mixers, grout pump operator, side rail setters, rail paved ditches, screw operators, tunnel laborers (free air), and water blasters:

HEAVY & HIGHWAY	BASE RATE	\$20.91
	FRINGE BENEFITS	10.35

HEAVY HIGHWAY GROUP 4: Caisson workers (free air), cement finishers, environmental laborer - nuclear, radiation, toxic and hazardous waste - Levels A and B, miners and drillers (free air), tunnel blasters, and tunnel muckers (free air), directional and horizontal boring, air track driller (all types), powder man and blaster:

HEAVY & HIGHWAY	BASE RATE	\$21.51
	FRINGE BENEFITS	10.35

**MARBLE, TILE & TERRAZZO:**

Finishers: BASE RATE \$15.88

Setters: BASE RATE \$22.54

**MILLWRIGHTS:**

BASE RATE \$23.73  
 FRINGE BENEFITS 15.12

**OPERATING ENGINEERS / BUILDING:**

BUILDING CLASS A-1: Crane, dragline, hoist (1 drum when used for stack or chimney construction or repair); hoisting engineer (2 or more drums), orangepeel bucket, overhead crane, piledriver, truck crane, tower crane, hydraulic crane:

BUILDING	BASE RATE	\$26.55
	FRINGE BENEFITS	13.00

**OPERATING ENGINEERS / BUILDING: CONTINUED**

**BUILDING CLASS A:** Articulating dump, auto patrol, batcher plant, bituminous paver, cableway, central compressor plant, clamshell, concrete mixer (21 cu. ft. or over), concrete pump, crane, crusher plant, derrick, derrick boat, directional boring machine, ditching and trenching machine, dragline, dredge operator, dredge engineer, elevating grador and all types of loaders, forklift (regardless of lift height), GPS systems (on equipment within the classification), hoe type machine, hoist (1 drum when used for stack or chimney construction or repair), hoisting engineer (2 or more drums), laser or remote controlled equipment (within the classification), locomotive, motor scraper, carry-all scoop, bulldozer, heavy duty welder, mechanic, orangepeel bucket, piledriver, power blade, motor grader, roller (bituminous), scarifier, shovel, tractor shovel, truck crane, winch truck, push dozer, highlift, all types of boom cats, self contained core drill, hopto, tow or push boat, a-frame winch truck, concrete paver, gradeall, hoist, hyster, pumpcrete, Ross carrier, boom, tail boom, rotary drill, hydro hammer, mucking machine, rock spreader attached to equipment, scoopmobile, KeCal loader, tower cranes (French, German and other types), hydrocrane, backfiller, gurries, sub-grader, tunnel mining machines including moles, shields, or similar types of tunnel mining equipment:

BUILDING	*BASE RATE	\$25.55
	FRINGE BENEFITS	13.00

\*Operators on cranes with boom one-hundred fifty feet (150') and over including jib, shall receive seventy-five cents (\$.75) above base rate. All cranes with piling leads will receive \$.50 above base rate regardless of boom length

**BUILDING CLASS B:** All air compressors (over 900 CFM), bituminous mixer, joint sealing machine, concrete mixer (under 21 cu. ft.), form grader, roller (rock), tractor (50 HP and over), bull float, finish machine, outboard motor boat, flexplane, fireman, boom type tamping machine, truck crane oiler, greaser on grease facilities servicing heavy equipment, switchman or brakeman, mechanic helper, whirley oiler, self-propelled compactor, tractair and road widening trencher and farm tractor with attachments (except backhoe, highlift and endloader), elevator (regardless of ownership when used for hoisting any building material), hoisting engineer (1-drum or buck hoist), firebrick (masonry excluded), well points, grout pump, throttle-valve man, tugger, electric vibrator compactor, and caisson drill helper:

BUILDING	BASE RATE	\$22.81
	FRINGE BENEFITS	13.00

**BUILDING CLASS C:** Bituminous distributor, cement gun, conveyor, mud jack, paving joint machine, roller (earth), tamping machine, tractors (under 50 HP), vibrator, oiler, concrete saw, burlap and curing machine, hydro-seeder, power form handling equipment, deckhand steersman, hydraulic post driver, and drill helper:

BUILDING	BASE RATE	\$22.04
	FRINGE BENEFITS	13.00

**OPERATING ENGINEERS / HEAVY HIGHWAY:**

**HEAVY HIGHWAY CLASS A-1:** Cableway, carry deck crane, cherry picker, clamshell, crane, derrick, derrick boat, dragline, hoist engine (2 or more drums), hydraulic boom truck, hydrocrane, orangepeel bucket, overhead crane, piledriver, rough terrain crane, tower cranes (French, German & other types), truck crane:

HEAVY HIGHWAY	BASE RATE	\$26.35
	FRINGE BENEFITS	13.00

**OPERATING ENGINEERS / HEAVY HIGHWAY: CONTINUED**

HEAVY HIGHWAY CLASS A: A-frame winch truck, auto patrol, backfiller, batcher plant, bituminous paver, bituminous transfer machine, all types of boom cats, bulldozer, cableway, carry-all scoop, carry deck crane, central compressor plant operator, clamshell, concrete mixer (21 cu. ft. or over), concrete paver, truck-mounted concrete pump, core drills, crane, crusher plant, derrick, derrick boat, ditching and trenching machine, dragline, dredge operator, dredge engineer, earth movers, elevating grader and all types of loaders, grade-all, guries, heavy equipment robotics operator/mechanic, high lift, hoe-type machine, hoist (two or more drums), hoisting engine (two or more drums), horizontal directional drill operator, hydraulic boom truck, hydrocrane, hyster, KeCal loader, Letourneau, Locomotive, mechanic, mechanically operated laser screed, mechanic welder, mucking machine, motor scraper, orangepeel bucket, piledriver, power blade, pumpcrete push dozer, rock spreader attached to equipment, all rotary drills, roller (bituminous), scarifier, scoopmobile, shovel, side boom, subgrader, tallboom, telescoping type forklift, tow or push boat, tower cranes (French, German and other types) tractor shovel and truck crane, tunnel mining machines including moles, shields, or similar types of tunnel mining equipment:

HEAVY & HIGHWAY	BASE RATE	\$25.35
	FRINGE BENEFITS	13.00

Operators on cranes with booms one hundred fifty feet (150') and over including jib shall receive \$.50 above base rate.

HEAVY HIGHWAY CLASS B: All air compressors (over 900 cu. ft. per min.), bituminous mixer, boom type tamping machine, bull float, concrete mixer (under 21 cu. ft.), dredge engineer, electric vibrator compactor/self-propelled compactor, elevator (one drum or buck hoist), elevator (regardless of ownership when used to hoist building material), finish machine, firemen, flexplane, forklift (regardless of lift height), form grader, hoist (one drum), joint sealing machine, mechanic helper, outboard motor boat, power sweeper (riding type), roller (rock), ross carrier, skid mounted or trailer mounted concrete pumps, skid steer machine with all attachments, switchman or brakeman, throttle valve man, Tract air and road widening trencher, tractor (50 HP and over), truck crane oiler, tugger, welding machine, well points, and whirley oiler:

HEAVY & HIGHWAY	BASE RATE	\$22.93
	FRINGE BENEFITS	13.00

HEAVY HIGHWAY CLASS B2: Greaser on grease facilities servicing heavy equipment, all off road material handling equipment, including articulating dump trucks:

HEAVY & HIGHWAY	BASE RATE	\$23.31
	FRINGE BENEFITS	13.00

HEAVY HIGHWAY CLASS C: Bituminous distributor, burlap and curing machine, caisson drill and core drill helper (track or skid mounted), cement gun, concrete saw, conveyor, deckhand oiler, grout pump, hydraulic post driver, hydro seeder, mud jack, oiler, paving joint machine, power form handling equipment, pump, roller (earth), steermen, tamping machine, tractors (under 50 H.P.) and vibrator:

HEAVY & HIGHWAY	BASE RATE	\$22.67
	FRINGE BENEFITS	13.00

\*\*Operators on cranes with booms one hundred fifty feet (150') and over including jib shall receive \$.50 above base rate.

**PAINTERS:**

Brush, roller & paperhangor:

BASE RATE	\$17.87
FRINGE BENEFITS	9.10

Spray, sandblast, waterblast (4000+ PSI), fireproofing & lead abatement:

BASE RATE	\$18.37
FRINGE BENEFITS	9.10

**PLASTERERS:**

BASE RATE	\$20.65
FRINGE BENEFITS	5.85



<b>PLUMBERS &amp; PIPEFITTERS:</b>		BASE RATE	\$28.20
		FRINGE BENEFITS	14.86

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<b>ROOFERS: (Excluding Metal Roofs)</b>		BASE RATE	\$16.65
		FRINGE BENEFITS	4.95

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<b>SHEETMETAL WORKERS: (Including Metal Roofs)</b>		BASE RATE	\$28.00
		FRINGE BENEFITS	13.59

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<b>SPRINKLER FITTERS:</b>		BASE RATE	\$29.00
		FRINGE BENEFITS	16.75

**TRUCK DRIVERS / BUILDING:**

Truck Helper and Warehouseman:			
BUILDING		BASE RATE	\$19.05
		*FRINGE BENEFITS	11.08

Driver - 3 tons and under, Greaser, Tire Changer and Mechanic Helper:			
BUILDING		BASE RATE	\$19.17
		*FRINGE BENEFITS	11.08

Driver - over 3 tons, Drivers, Semi-Trailer or Pole Trailer; Dump Trucks, Tandem Axle; Farm Tractor when used to pull building material or equipment:			
BUILDING		BASE RATE	\$19.28
		*FRINGE BENEFITS	11.08

Drivers, Concrete Mixer Trucks (all types, hauling on job sites only); Truck Mechanics:			
BUILDING		BASE RATE	\$19.35
		*FRINGE BENEFITS	11.08

Drivers, Euclid and other Heavy Earth Moving Equipment and Low Boy, Winch Truck and A-Frame Truck and Monorail Truck when used to transport building materials, Forklift Truck when used inside warehouse or storage area:			
BUILDING		BASE RATE	\$19.45
		*FRINGE BENEFITS	11.08

**BUILDING TRUCK DRIVERS: Drivers working or hauling to or from any hazardous or toxic site will add \$4.00 to base rate. \*TRUCK DRIVER FRINGE BENEFITS apply to employees who have been employed a minimum or twenty (20) calendar days within any ninety (90) consecutive day period of that employer.**

**TRUCK DRIVERS / HEAVY HIGHWAY:**

Mobile batch truck helper:	HEAVY & HIGHWAY		
		BASE RATE	\$16.57
		FRINGE BENEFITS	7.34

Greaser, tire changer and mechanic helper:	HEAVY & HIGHWAY		
		BASE RATE	\$16.68
		FRINGE BENEFITS	7.34

Single axle dump, flatbed, semi-trailer or pole trailer when used to pull building materials and equipment, tandem axle dump, distributor and truck mechanic:	HEAVY & HIGHWAY		
		BASE RATE	\$16.86
		FRINGE BENEFITS	7.34

**TRUCK DRIVERS / HEAVY HIGHWAY: CONTINUED**

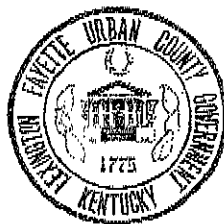
Euclid and other heavy earthmoving equipment and lowboy, articulator cat, 5-axle vehicle, winch and A-frame when used in transporting materials, ross carrier, forklift when used to transport building materials, and pavement breaker:

HEAVY & HIGHWAY

BASE RATE	\$10.90
FRINGE BENEFITS	7.34

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END OF DOCUMENT  
CR-6-008  
JUNE 10, 2011



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

Jane C. Driskell  
Commissioner

**ADDENDUM #6**

Bid Number: 27-2012

Date: April 3, 2012

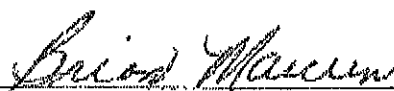
Subject: 2012 Sanitary Sewer Cleaning Program

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

**TO ALL PROSPECTIVE BIDDERS:**

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

With reference to the Classification to be used from the Wage Rate Determination that was provided on Addendum #5, all bidders should use Operating Engineers / Heavy Highway: Class A at the Base Rate at \$25.35 plus fringe benefits at \$13.00 located on Page 6 of 8.

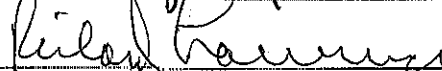


Brian Marcum, Director  
Division of Central Purchasing

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

COMPANY NAME: Leak Eliminators LLC

ADDRESS: 604 Bizzell Dr. Lexington Ky 40510

SIGNATURE OF BIDDER: 



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/19/12

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 1004 Parker Ridge Dr. Frankfort, KY 40601		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Grange Insurance</td> <td>14060</td> </tr> <tr> <td>INSURER B:</td> <td>Kentucky A.G.C.</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td>American Safety Ins.</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Grange Insurance	14060	INSURER B:	Kentucky A.G.C.		INSURER C:	American Safety Ins.		INSURER D:			INSURER E:			INSURER F:	
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INSURER E:																							
INSURER F:																							

**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	ADDITIONAL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	CPP 2635391  COVERAGE IS PRIMARY	08/03/11	08/03/12	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 - COM/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	CPP 2635391	08/03/11	08/03/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CUP 2635392	08/03/11	08/03/12	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	7722-0	01/01/12	12/31/12	<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	POLLUTION LIABILIT		TO BE ASSIGNED	04/19/12	04/19/13	LIMIT 1,000,000 DEDUCTIBL 5,000

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

LFUCG IS NAMED AS ADDITIONAL INSURED RE GENERAL LIABILITY AND AUTO LIABILITY COVERAGES. 30 DAY NOTICE OF CANCELLATION APPLIES.  
RE: BID #27-2012- 2012 SANITARY SEWER CLEANING PROGRAM.

**CERTIFICATE HOLDER**

**CANCELLATION**

LFUCG02

LFUCG - Division of Risk Management  
200 East Main St.  
Lexington, KY 40507

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